

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, JANUARY 26, 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. OMNIBUS VOTE AGENDA
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - January 12, 2009 (APPROVE)
  - c. Warrants - January 26, 2009 - \$314,392.05 (APPROVE)
  - d. MOTION TO APPROVE - PUBLIC WORKS FACILITY CONSTRUCTION CONTRACT: PAYOUT #4 - PARTIAL PAYMENT, FBG CONSTRUCTION CORPORATION - \$98,563.40 (APPROVE)
  - e. MOTION TO APPROVE - 75<sup>TH</sup> STREET WATER MAIN EXTENSION: PAYOUT #1 - FINAL PAYMENT: VIAN CONSTRUCTION, INC. - \$3,928.55 (APPROVE)
  - f. ORDINANCE NO. 09-O-02 - AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF WILLOWBROOK - 16W161 64<sup>TH</sup> ST. - MASS (PASS)
  - g. RESOLUTION NO. 09-R-01 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR PARKWAY TREE TRIMMING SERVICES - VEGA TREE SERVICE, INC. (ADOPT)
  - h. ORDINANCE NO. 09-O-03 - AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)
  - i. RESOLUTION NO. 09-R-02 - A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBER 12 - WINTER CONDITIONS ALLOWANCE - FOR THE CONSTRUCTION OF THE VILLAGE PUBLIC WORKS FACILITY AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDER (ADOPT)

NEW BUSINESS

5. PRESENTATION - PATRIOTIC EMPLOYER AWARD
6. PRESENTATION - DISTINGUISHED BUDGET AWARD
7. VISITOR'S BUSINESS (Public comment is limited to three minutes per person)
8. DELINQUENT WATER BILLS
9. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 5, CHAPTER 3 - ADDING A NEW SECTION 5-3-20 - POLICE; MISDEMEANORS - IMPOUND OF VEHICLE USED BY PERSON SOLICITING FOR A PROSTITUTE
10. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG CREEK WATER RECLAMATION DISTRICT

OLD BUSINESS

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

**\*Personnel Manual Workshop immediately following regular meeting\***

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JANUARY 12, 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 Dennis Baker, Terrence Kelly, Michael Mistele, Paul Schoenbeck, Sandra O'Connor, Timothy McMahon and Acting President Napoli. ABSENT: None. 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, Village Planner Sara Hage 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 - December 15, 2008 (APPROVE)
- c. Warrants - January 12, 2009- \$329,969.48 (APPROVE)
- d. Monthly Financial Reports - December 31, 2008 - \$16,931,537.78 (ACCEPT)

Acting President Napoli asked if any Board Member wanted any item(s) removed from the Omnibus Vote Agenda. No Board Member wanted any item(s) removed from the Omnibus Vote Agenda.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

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

Phyllis Zimmer, 6446 Tennessee Avenue, commented that her property is being flooded and damaged with storm water runoff.

6. DELINQUENT WATER BILLS

Director Halik informed the Board that there was one delinquent water bill in the amount of \$95.67 and requested permission to proceed as per Village Policy.

7. ORDINANCE - AN ORDINANCE REZONING CERTAIN TERRITORY, GRANTING A CERTAIN VARIATION FROM THE ZONING ORDINANCE AND GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION - 209 WEST 58<sup>TH</sup> PLACE

Planner Hage informed the Board that this item is a follow-up from a discussion item at the last Village Board meeting to approve the rezoning of the property at 209 West 58<sup>th</sup> Place, the Final Plat of Subdivision and variation from the Zoning Ordinance.

Trustee Schoenbeck inquired if the Plan Commission held a public hearing regarding this item and if there were any objections raised at the public hearing. Planner Hage responded that the Plan Commission did hold a public hearing and no objections were raised at the hearing.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to pass Ordinance No. 09-0-01.

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

MOTION DECLARED CARRIED

8. DISCUSSION AND MOTION - A PETITION FOR ANNEXATION TO THE VILLAGE OF WILLOWBROOK - DENA MASS - 16w161 64th STREET

Planner Hage informed the Board that on December 16, 2008, the Village received a petition for annexation from Dena Mass; the application was actually submitted by Christopher Burke Engineering and Dan Lynch, acting upon her behalf. The

property in question is located within the Thurlow and 64<sup>th</sup> Street neighborhood. In 2006, The Village extended its water system throughout this small area. At the time, the Masses paid the Village \$12,977 for their portion of the water main extension but chose not to immediately annex the property. Mrs. Mass now wishes to annex her property and connect to the Village water system.

MOTION: Made by Trustee Mistele, seconded by Trustee Schoenbeck, to instruct the Village Attorney to prepare an Ordinance for the annexation of 16W161 64<sup>th</sup> Street.

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

MOTION DECLARED CARRIED

OLD BUSINESS

9. COMMITTEE REPORTS

Trustee McMahon had no report.

Trustee O'Connor had no report.

Trustee Schoenbeck had no report.

Trustee Mistele provided an update of the construction progress at the Public Works Facility. The steel is fabricated and ready to go but we do not have walls to hold the steel up as yet. With regard to the winter conditions that were previously discussed, last week the first \$10,000 of the \$30,000 was requested and authorized for the tenting and temporary heating of the masonry work in order to extend the walls up to bearing. With the weather reports through this week we will probably see the second \$10,000 used rather quickly. This is all being done to keep the project as close to the original schedule as possible so that it can be completed by early June. It will be two or three weeks out before we actually see, even with the heating techniques, the walls get where they need to be and have the steel on the building. If we do not do it now, we could lose a 3-4 week period waiting for the weather to break.

Acting President Napoli asked if Trustee Mistele thought it could be done, if we go to the winter conditions, in 2-3 weeks where the walls will be up. Trustee Mistele responded yes, that is one of the calls by the contractor.

Acting President Napoli asked what the projected cost was, whether it would take another \$30,000. Trustee Mistele responded that what has been authorized to date is \$10,000. Given the weather projections, with subzero temperatures being predicted for the end of this week and the next week, there may be a request from the contractor for additional funds.

Trustee Kelly had no report.

Trustee Baker had no report.

10. ATTORNEY'S REPORT

Village Attorney Good had no report.

11. CLERK'S REPORT

Village Clerk Hansen noted that the nomination petitions may be submitted beginning January 19 through January 26, 2009.

12. ADMINISTRATOR'S REPORT

Administrator Modaff reported that IRMA has accepted the fuel contamination issue as a claim. They will be handling a subrogation from any responsible parties they determine. IRMA was hooked up with the Fire District's insurance carrier and their related losses. Most of the work is being done under warranty but anything that falls outside of that will be submitted as a claim and IRMA will be taking that up for us.

Administrator Modaff noted that Planner Hage will distribute a piece of reference material to the Board, a Zoning Handbook for Municipal Officials.

Administrator Modaff reminded the Board that the Personnel Manual update will be placed on the agenda for the January 26 meeting. The Board will receive a copy of the manual a week in advance for their review.

Trustee Schoenbeck requested that a history of what was already discussed be provided specifically for the benefit of the new Trustees.

Administrator Modaff responded that as the process has gone along, he has maintained a grid of every single issue discussed and any proposed changes and their financial impact; he will highlight for the Board members the issues that still need to

have follow up from the last meeting. Everyone will see every issue that was raised.

Trustee Schoenbeck inquired if there was any feeling as to the monetary scope of the claim turned into Irma on the fuel issue. Administrator Modaff responded that it is continuing, there are other vehicles that still need to be addressed.

Trustee Schoenbeck asked if it is significant enough that the claim is worth making. Administrator Modaff responded absolutely. We have a \$2,500 deductible and have already exceeded that.

13. EXECUTIVE SESSION

MOTION: Made by Trustee McMahon, seconded by Trustee Schoenbeck, to adjourn into Executive Session to discuss Personnel at the hour of 7:45 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

\_\_\_\_\_, 2009

\_\_\_\_\_  
Acting Village President

Minutes transcribed by Mary Partyka.

W A R R A N T S

January 26, 2009

GENERAL COPROATE FUND -----	\$244,877.53
WATER FUND -----	55,135.51
HOTEL/MOTEL TAX FUND -----	3,390.00
WATER CAPITAL IMPROVEMENTS FUND -----	2,668.39
CAPITAL PROJECT FUND -----	<u>8,320.62</u>
TOTAL WARRANTS -----	\$314,392.05

*Sue Stanish*

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Sue Stanish, Director of Finance

APPROVED:

\_\_\_\_\_  
Robert A. Napoli, Acting Village President

## VILLAGE OF WILLOWBROOK

RUN DATE: 01/21/09

BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 1

RUN TIME: 03:35PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	01/27 CK# 72174	\$39.65
20081231/DEC 08 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	39.65
ACE STORE NO. 11 (17)	01/27 CK# 72175	\$132.96
406793/4 OPERATING EQUIPMENT 01-540-401	01-35-755-401	31.45
406861/4 OPERATING EQUIPMENT 01-540-401	01-35-755-401	52.46
406889/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	12.07
406895/4 OPERATING EQUIPMENT 01-540-401	01-35-755-401	36.98
AFLAC (46)	01/27 CK# 72176	\$2,471.66
368071/JAN 09 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	543.18
368071/JAN 09 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,928.48
AL WARREN OIL CO (2205)	01/27 CK# 72177	\$5,361.04
1503236 GASOLINE INVENTORY 01-190-126	01-190-126	834.57
1503237 GASOLINE INVENTORY 01-190-126	01-190-126	1,856.79
1504354 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	521.95
1504909 GASOLINE INVENTORY 01-190-126	01-190-126	2,147.73
ALL AMERICAN PAPER COMPANY (68)	01/27 CK# 72178	\$392.60
58779 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	392.60
AMERICAN FIRST AID SERVICE INC (77)	01/27 CK# 72179	\$35.35
55671 OPERATING EQUIPMENT 01-451-401	01-30-630-401	35.35
AMSTERDAM PRINTING & LITHO (109)	01/27 CK# 72180	\$357.36
7434305 COMMODITIES 01-482-331	01-30-670-331	357.36
ANITA WELSH (1862)	01/27 CK# 72181	\$25.00
WL67824 TRAFFIC FINES 01-310-502	01-310-502	25.00
ARC - HILLSIDE DISPOSAL INC (782)	01/27 CK# 72182	\$1,250.00
1689002 WASTE STICKERS - ARC 01-130-112	01-130-112	1,250.00
ARTHUR CLESEN, INC. (129)	01/27 CK# 72183	\$1,677.00
245848 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	838.50
246084 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	838.50
AT & T LONG DISTANCE (66)	01/27 CK# 72184	\$95.08
854192715/DEC PHONE - TELEPHONES 01-420-201	01-10-455-201	95.08
AZAVAR AUDIT SOLUTIONS INC (158)	01/27 CK# 72185	\$429.29
7425/JAN 09 UTILITY TAX 01-310-205	01-310-205	429.29
B.V. SANTIAGO CONSTRUCTION CO. (268)	01/27 CK# 72186	\$550.00
355 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	550.00
BLACK GOLD SEPTIC (208)	01/27 CK# 72187	\$103.20
43790 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	103.20
CAR REFLECTIONS (296)	01/27 CK# 72188	\$525.00
11038 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	525.00
CHRISTINE BAST (2084)	01/27 CK# 72189	\$40.00
YOGA TCHRS WINTER RECREATION FEES 01-310-816	01-310-816	40.00
COLLEEN KELLEY (2084)	01/27 CK# 72191	\$48.00
YOGA WINTER RECREATION FEES 01-310-816	01-310-816	48.00
COMPLIANCE POSTER COMPANY (368)	01/27 CK# 72193	\$75.53
324327 OFFICE SUPPLIES 01-420-301	01-10-455-301	75.53
DUPAGE COUNTY TREASURER (497)	01/27 CK# 72194	\$250.00
5651/DEC 08 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE CNTY CHIEFS OF POL.ASSN. (504)	01/27 CK# 72196	\$150.00
KNSTY/FOLY/SHTN FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	150.00

## VILLAGE OF WILLOWBROOK

RUN DATE: 01/21/09

BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 2

RUN TIME: 03:35PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ELIZABETH ANGELUS (2084) TCHRS YOGA WINTER RECREATION FEES 01-310-816	01/27 CK# 72198 01-310-816	\$40.00 40.00
FIRE & SECURITY SYSTEMS INC. (601) 78279 MAINTENANCE - BUILDING 01-405-228	01/27 CK# 72200 01-10-466-228	\$288.00 288.00
FIRESTONE TIRE & SERVICE (603) 138466 MAINTENANCE - VEHICLES 01-451-409	01/27 CK# 72201 01-30-630-409	\$664.28 664.28
FORENSIC PRODUCTS INC (590) 113480 OPERATING EQUIPMENT 01-451-401	01/27 CK# 72202 01-30-630-401	\$105.00 105.00
FULLER'S CAR WASHES (642) 440/DEC GAS-OIL-WASH-MILEAGE 01-501-303	01/27 CK# 72203 01-35-710-303	\$23.95 23.95
GORDON FLESCH (695) OGV389 COPY SERVICE 01-420-315	01/27 CK# 72204 01-10-455-315	\$170.20 170.20
W.W. GRAINGER (1999) 9812957927 OPERATING EQUIPMENT 01-540-401 9813557940 OPERATING EQUIPMENT 01-540-401	01/27 CK# 72205 01-35-755-401 01-35-755-401	\$128.17 114.17 14.00
GREGORY LECHTENBERG (1862) WL68230 TRAFFIC FINES 01-310-502	01/27 CK# 72206 01-310-502	\$25.00 25.00
H AND R CONSTRUCTION INC. (742) 13587 SNOW REMOVAL CONTRACT 01-525-287 13592 SNOW REMOVAL CONTRACT 01-525-287 13593 SNOW REMOVAL CONTRACT 01-525-287 13594 SNOW REMOVAL CONTRACT 01-525-287 13595 SNOW REMOVAL CONTRACT 01-525-287	01/27 CK# 72207 01-35-740-287 01-35-740-287 01-35-740-287 01-35-740-287 01-35-740-287	\$22,287.50 2,575.00 2,122.50 7,860.00 3,625.00 6,105.00
SARA HAGE (747) APA & AICP DUES FEES DUES SUBSCRIPTIONS 01-15-510-307	01/27 CK# 72209 01-15-510-307	\$401.00 401.00
DEBBIE HAHN (748) JOE'S BOOK OPERATING EQUIPMENT 01-451-401	01/27 CK# 72210 01-30-630-401	\$57.90 57.90
HARRY'S SWEAT SHOP (760) 11/24/08 UNIFORMS 01-501-345	01/27 CK# 72211 01-35-710-345	\$51.00 51.00
HOME DEPOT COMMERCIAL (808) 20756 STREET & ROW MAINTENANCE 01-535-328 8585856 STREET & ROW MAINTENANCE 01-535-328	01/27 CK# 72212 01-35-750-328 01-35-750-328	\$131.53 116.57 14.96
HR SIMPLIFIED (744) 22253 EMPLOYEE BENEFIT - MEDICAL INSURANC	01/27 CK# 72213 01-10-455-141	\$50.00 50.00
HSC PARTNERSHIP (817) FEB RENT - STORAGE 01-420-231	01/27 CK# 72214 01-10-455-231	\$1,772.00 1,772.00
I.M.R.F. PENSION FUND (917) JAN 2009 SLEP PENSION 01-420-155	01/27 CK# 72215 01-10-455-155	\$1,714.50 1,714.50
I.R.M.A. (966) 2009 CONTRIBTN INSURANCE - IRMA 01-440-272	01/27 CK# 72216 01-10-480-272	\$153,437.00 153,437.00
I.R.M.A. (966) DEC/PD SELF INS - DEDUCTIBLE 01-460-273 DEC/PW SELF INS - DEDUCTIBLE 01-515-272 GAS TANKS MAINTENANCE - GAS TANKS AND PUMPS 01-510-412 SEP/OCT SELF INS - DEDUCTIBLE 01-460-273 SEP/OCT SELF INS - DEDUCTIBLE 01-515-272	01/27 CK# 72217 01-30-645-273 01-35-730-272 01-35-725-412 01-30-645-273 01-35-730-272	\$5,901.54 1,603.18 2,993.10 1,496.00 675.26 -866.00
ILL. PUB. EMPL. LABOR REL. ASSN. (904) 3/6/09 MODAFF FEES DUES SUBSCRIPTIONS 01-420-307	01/27 CK# 72218 01-10-455-307	\$160.00 160.00

VILLAGE OF WILLOWBROOK

RUN DATE: 01/21/09

BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 3

RUN TIME: 03:35PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ILLINOIS DIRECTOR OF (475)	01/27 CK# 72219	\$157.14
4TH QTR EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-10-455-144	20.06
4TH QTR EMPLOYEE BENEFITS - UNEMPLOYMENT 01-601-144	01-20-550-144	30.96
4TH QTR EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-30-630-144	74.24
4TH QTR EMPLOYEE BENEFITS - UNEMPLOYMENT 01-501-144	01-35-710-144	31.88
INTN'L CODE COUNCIL INC (943)	01/27 CK# 72221	\$100.00
HALIK 2693462 FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	100.00
INT ASSN ARSON INVSTGRS INC (958)	01/27 CK# 72222	\$75.00
BARNACLE FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	75.00
IRENE & RICHARD REFNESS (2084)	01/27 CK# 72223	\$198.00
#245 & 225 WINTER RECREATION FEES 01-310-816	01-310-816	198.00
JULIE, INC. (1018)	01/27 CK# 72224	\$39.00
12-08-1667/DEC J.U.L.I.E. 01-540-332	01-35-755-332	39.00
KING CAR WASH (1057)	01/27 CK# 72225	\$344.00
60/DEC 08 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	344.00
KONSTANTY EDWARD (1073)	01/27 CK# 72226	\$942.60
CALEA CONF SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	942.60
KRAMER TREE SPECIALISTS INC. (1080)	01/27 CK# 72227	\$537.00
212025 TREE MAINTENANCE 01-535-338	01-35-750-338	537.00
LINDCO EQUIPMENT SALES INC (1153)	01/27 CK# 72228	\$1,642.68
20081844-P MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	1,642.68
MACNEIL AUTOMOTIVE PRODUCTS LTD. (1183)	01/27 CK# 72230	\$154.85
400943730-01 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	154.85
MAINTENANCE ENGINEERING LTD (2221)	01/27 CK# 72231	\$475.41
2608474 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	475.41
MIDLAND GROUP PROPERTY SERVICES (1265)	01/27 CK# 72232	\$515.50
290 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	515.50
MIDWEST LASER SPECIALISTS, INC (1276)	01/27 CK# 72233	\$151.99
1046148 OPERATING SUPPLIES 01-451-331	01-30-630-331	151.99
ROBERT NAPOLI (1331)	01/27 CK# 72234	\$40.22
1/19 MTG SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	40.22
NATIONAL IMPRINT CORP (1343)	01/27 CK# 72235	\$470.16
107419 COMMODITIES 01-482-331	01-30-670-331	470.16
NEXTEL COMMUNICATION (1357)	01/27 CK# 72236	\$1,252.50
320100510/JAN PHONE - TELEPHONES 01-420-201	01-10-455-201	69.77
320100510/JAN PHONE - TELEPHONES 01-25-610-201	01-25-610-201	56.14
320100510/JAN PHONE - TELEPHONES 01-451-201	01-30-630-201	837.04
320100510/JAN TELEPHONES 01-501-201	01-35-710-201	172.09
320100510/JAN TELEPHONES 01-551-201	01-40-810-201	117.46
NORTHERN ILL UNIVERSITY (1388)	01/27 CK# 72237	\$190.00
311022 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	95.00
311022 SCHOOLS-CONFERENCE TRAVEL 01-25-610-304	01-25-610-304	95.00
ORKIN EXTERMINATING (1439)	01/27 CK# 72239	\$59.50
43342488 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	59.50
PCS INTERNATIONAL (2201)	01/27 CK# 72240	\$64.00
121266 EDP-EQP. MAINTENANCE 01-457-263	01-30-640-263	64.00
PETTY CASH C/O SUE STANISH (1492)	01/27 CK# 72241	\$109.23
1/19/09 OFFICE SUPPLIES 01-420-301	01-10-455-301	44.97

## VILLAGE OF WILLOWBROOK

RUN DATE: 01/21/09

BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 4

RUN TIME: 03:35PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
1/19/09 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	29.14
1/19/09 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	6.15
1/19/09 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	9.06
1/19/09 GAS-OIL-WASH-MILEAGE 01-25-610-303	01-25-610-303	19.91
PHILLIP'S FLOWERS (1498) 919574/DEC 08 PUBLIC RELATIONS 01-435-365	01/27 CK# 72242 01-10-475-365	\$119.90 119.90
PHYSIO-CONTROL INC (1500) PH512077 FEES-DUES-SUBSCRIPTIONS 01-451-307	01/27 CK# 72243 01-30-630-307	\$2,064.00 2,064.00
PIECZYNSKI LINDA S. (1503) 4371/DEC 08 FEES - SPECIAL ATTORNEY 01-451-241	01/27 CK# 72244 01-30-630-241	\$956.00 956.00
PIONEER PRESS (1512) 319547/SCHBCK FEES DUES SUBSCRIPTIONS 01-05-410-307	01/27 CK# 72245 01-05-410-307	\$30.00 30.00
R&R PRINT N SERVE INC (1582) 22876 OFFICE SUPPLIES 01-25-610-301 22878 NEWSLETTER 01-435-366	01/27 CK# 72246 01-25-610-301 01-10-475-366	\$1,625.44 170.72 1,454.72
RAY O'HERRON (1593) 1413 OPERATING EQUIPMENT 01-451-401	01/27 CK# 72247 01-30-630-401	\$104.85 104.85
RIGHTON WALTER (1623) EXPENSES EMPLOYEE BENEFITS - MEDICAL 01-601-141	01/27 CK# 72248 01-20-550-141	\$182.86 182.86
LORI RINELLA (2204) 09 CHRSTMS PRTY OPERATING EQUIPMENT 01-451-401	01/27 CK# 72249 01-30-630-401	\$88.20 88.20
SOUTHWEST UNITED FIRE DISTRICTS (1749) 20081328 MAINTENANCE - VEHICLES 01-520-409	01/27 CK# 72251 01-35-735-409	\$1,015.96 1,015.96
SOUTHWEST CENTRAL DISPATCH (1751) FEB 09 RADIO DISPATCHING 01-483-235	01/27 CK# 72252 01-30-675-235	\$20,961.31 20,961.31
STAPLES (1767) 8011443058 OFFICE SUPPLIES 01-420-301 8011443058 OFFICE SUPPLIES 01-501-301	01/27 CK# 72253 01-10-455-301 01-35-710-301	\$191.37 155.10 36.27
STERICYCLE INC (1772) 4000543819 JAIL SUPPLIES 01-465-343	01/27 CK# 72254 01-30-650-343	\$34.44 34.44
STERLING CODIFIERS INC. (1773) 8763 CODIFY ORDINANCES 01-415-261	01/27 CK# 72255 01-10-455-266	\$500.00 500.00
STONE WHEEL INC (1780) 340702 MAINTENANCE - VEHICLES 01-451-409	01/27 CK# 72256 01-30-630-409	\$52.70 52.70
STREICHER'S (1787) 1177 UNIFORMS 01-451-345	01/27 CK# 72257 01-30-630-345	\$80.00 80.00
SYLVIA PALUMBO (1843) REFUND TAXI CAB VOUCHERS - PREPAID 01-190-103	01/27 CK# 72258 01-190-103	\$25.00 25.00
TAMELING GRADING (1836) TG5/DEC MAINTENANCE - EQUIPMENT 01-525-411	01/27 CK# 72259 01-35-740-411	\$430.00 430.00
TED BART (174) 536 RIDGEMOOR COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01/27 CK# 72260 01-210-109	\$750.00 750.00
THERESA NOOSE (1292) RETRMNT PRTY RETIREMENT PARTY - PEC 01-130-111	01/27 CK# 72261 01-130-111	\$35.00 35.00
TOM & JERRY'S SHELL SERVICES (1883) 24931 MAINTENANCE - VEHICLES 01-451-409 27203 MAINTENANCE - VEHICLES 01-451-409	01/27 CK# 72262 01-30-630-409 01-30-630-409	\$1,304.34 75.00 15.00

RUN DATE: 01/21/09

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 5

RUN TIME: 03:35PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TOM & JERRY'S SHELL SERVICES (1883) CONTINUED ...		
27218 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	24.95
28485 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.00
39011 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	60.00
39024 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
39026 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	182.36
39029 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
39034 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	86.65
39048 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	460.94
39078 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
39083 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.40
39094 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
39108 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	187.90
39118 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	48.94
WAREHOUSE DIRECT (2002)	01/27 CK# 72264	\$379.68
207500-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	117.69
207550-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	13.99
210062-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	248.00
WESTOWN AUTO SUPPLY COMPANY (2026)	01/27 CK# 72265	\$374.13
17814 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	109.95
17849 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	35.93
17860 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	4.41
18057 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	164.97
18457 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	7.80
18481 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	35.53
18513 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	15.54
WILLOWBROOK FORD INC. (2056)	01/27 CK# 72267	\$46.39
5029211 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	46.39
WITTHOUSE INC (2232)	01/27 CK# 72268	\$4,465.00
1035-1 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	2,280.00
1035-2 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	1,425.00
1035-3 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	760.00
ZAZZO'S PIZZERIA (2124)	01/27 CK# 72270	\$124.89
DEC 2009 REIMB PERSONAL EXPENSE 01-501-306	01-35-710-306	124.89
TOTAL GENERAL CORPORATE FUND		\$244,877.53

## VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 6

RUN DATE: 01/21/09

RUN TIME: 03:35PM

WATER FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
ACE STORE NO. 11 (17)	01/27 CK# 72175		\$19.48
406906/4 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476		02-50-430-476	19.48
B.V. SANTIAGO CONSTRUCTION CO. (268)	01/27 CK# 72186		\$550.00
355 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	550.00
BLACK GOLD SEPTIC (208)	01/27 CK# 72187		\$141.80
43790 MATERIALS, SUPPLIES, STANDPIPE, PUM		02-50-425-475	141.80
COMMONWEALTH EDISON (370)	01/27 CK# 72192		\$2,693.00
4651111049/DEC ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	1,149.07
5071072051/DEC ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	1,543.93
DUPAGE WATER COMMISSION (521)	01/27 CK# 72197		\$44,161.31
8077/DEC 08 PURCHASE OF WATER 02-420-575		02-50-420-575	44,161.31
ENVIRO TEST INC (555)	01/27 CK# 72199		\$87.50
126106/DEC SAMPLING ANALYSIS 02-420-362		02-50-420-362	87.50
H AND R CONSTRUCTION INC. (742)	01/27 CK# 72207		\$3,090.25
13586 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	3,090.25
HACH CHEMICAL COMPANY (745)	01/27 CK# 72208		\$1,599.00
6057175 SAMPLING ANALYSIS 02-420-362		02-50-420-362	1,599.00
HOME DEPOT COMMERCIAL (808)	01/27 CK# 72212		\$25.62
8047966 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	25.62
ILLINOIS DIRECTOR OF (475)	01/27 CK# 72219		\$31.88
4TH QTR EMPLOYEE BENEFITS - UNEMPLOYMENT		02-50-401-144	31.88
ILLINOIS SECTION AWWA (150)	01/27 CK# 72220		\$100.00
5618 SCHOOLS CONFERENCE TRAVEL 02-401-304		02-50-401-304	100.00
M.E. SIMPSON COMPANY INC (1235)	01/27 CK# 72229		\$525.00
18286 LEAK SURVEYS 02-430-276		02-50-430-276	525.00
NEXTEL COMMUNICATION (1357)	01/27 CK# 72236		\$172.09
320100510/JAN PHONE - TELEPHONES 02-401-201		02-50-401-201	172.09
NPL CONSTRUCTION (1243)	01/27 CK# 72238		\$775.00
WR 01/20/09 DEPOSITS SENT TO CUSTOMER-DM NPL CONSTRUCTION UT# 701105.000 DEPOSIT SENT TO CUSTOMER		02-280-130	775.00
SIEBERT E D TRUCKING (1715)	01/27 CK# 72250		\$463.58
E 7633 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	463.58
U.S. POSTMASTER (1948)	01/27 CK# 72263		\$700.00
DEPOSIT POSTAGE & METER RENT 02-401-311		02-50-401-311	700.00
TOTAL WATER FUND			\$55,135.51

RUN DATE: 01/21/09

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 7

RUN TIME: 03:35PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	01/27 CK# 72195		\$2,890.00
6374 ADVERTISING 03-435-317		03-53-435-317	2,890.00
WLBK BURR RIDGE CHAMBER OF COM (2053)	01/27 CK# 72269		\$500.00
HME FOR HLDYS SPECIAL PROMOTIONAL EVENTS 03-436-379		03-53-436-379	500.00
TOTAL HOTEL/MOTEL TAX FUND			\$3,390.00

VILLAGE OF WILLOWBROOK

RUN DATE: 01/21/09

BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 8

RUN TIME: 03:35PM

WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
WILLIAMS ARCHITECTS (2051)	01/27 CK# 72266		\$2,668.39
13155 ARCHITECTUAL FEES 09-405-247		09-65-405-247	2,668.39
TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$2,668.39

RUN DATE: 01/21/09

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR JANUARY, 2009

PAGE: 9

RUN TIME: 03:35PM

CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	01/27 CK# 72190		\$5,652.24
84669 75TH STREET EXTENSION 10-545-411		10-68-545-411	5,652.24
WILLIAMS ARCHITECTS (2051)	01/27 CK# 72266		\$2,668.38
13155 ARCHITECT FEES 10-540-408		10-68-540-408	2,668.38
TOTAL CAPITAL PROJECT FUND			\$8,320.62

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JANUARY, 2009

RUN DATE: 01/21/09

SUMMARY ALL FUNDS

RUN TIME: 03:35PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	244,877.53	*
02-110-105	WATER FUND-CHECKING 0010330283	55,135.51	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	3,390.00	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	2,668.39	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	8,320.62	*
TOTAL ALL FUNDS		314,392.05	**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> MOTION TO APPROVE – PUBLIC WORKS FACILITY CONSTRUCTION CONTRACT: PAYOUT #4 – PARTIAL PAYMENT, FBG CONSTRUCTION CORPORATION	<b>AGENDA NO.</b> <i>4d</i>  <b>AGENDA DATE:</b> <u>1/26/09</u>
---	---

<b>STAFF REVIEW:</b> Tim Halik, Director of Municipal Services	<b>SIGNATURE:</b> <u><i>Tim Halik</i></u>
<b>LEGAL REVIEW:</b> N/A	<b>SIGNATURE:</b> <u><i>[Signature]</i></u>
<b>RECOMMENDED BY VILLAGE ADMIN.:</b>	<b>SIGNATURE:</b> <u><i>[Signature]</i></u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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

At its regular meeting on September 8, 2008, the Village Board approved a contract with FBG Construction Corporation to construct the new public works garage. The current payout request includes the excavation and installation of the site retaining wall, payment of the structural steel that was fabricated and currently being stored, miscellaneous electric work that was coordinated with the project mason, and general conditions.

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

Given this portion of work is now completed, a request for a fourth partial payment was received. The request was forwarded to the Architect of Record to review. Williams Architects has reviewed the request and has provided their approval of a partial payout in the amount of \$98,563.40. We have also received a partial waiver of lien from the General Contractor in the current requested payment amount. A complete copy of the Payment #4 – Partial Payment Request is attached.

Staff would recommend that the Village President and Board of Trustees authorize Payout #4 – Partial Payment to FBG Construction Corporation in the amount of \$98,563.40. The authorized payment amount would be expended from the following building construction fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
CAPITAL PROJECTS	10-68-540-415	Public Works Facility	\$1,568,936.27

**ACTION PROPOSED:**

Approve motion.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Village Of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

PROJECT: Willowbrook Public Works  
710 Willowbrook Ctr  
Willowbrook, IL 60527

APPLICATION NO: 4 DISTRIBUTION TO:  
OWNER  
ARCHITECT  
CONTRACTOR

PERIOD TO: 01/13/09

FROM (CONT): F.B.G. Corporation  
1015 S. Rte 83 Ste E  
Elmhurst, IL 60126-4966

VIA (ARCHITECT): Williams Architects

ARCHITECT'S  
PROJECT NO: 2007-015

CONTRACT FOR: General Contracting

CONTRACT DATE: 09/08/08

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by owner	ADDITIONS	DEDUCTIONS
TOTAL	26047.00	
Approved this Month		
Number	Date Approved	
TOTALS		
Net Change by Change Orders \$	26047.00	

1. ORIGINAL CONTRACT SUM ..... \$ 1743000.00
2. Net Change by Change Orders ..... \$ 26047.00
3. CONTRACT SUM TO DATE ..... \$ 1769047.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 647022.67  
(Column G)
5. RETAINAGE:
  - a. 10.00 % of Completed Work \$ 55562.68  
(Column D+E)
  - b. 10.00 % of Stored Material \$ 7226.10  
(Column F)
 Total Retainage (Line 5a+5b) or  
(Total in Column I) ..... \$ 62788.78
6. TOTAL EARNED LESS RETAINAGE ..... \$ 584233.89  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .. \$ 485670.49
8. CURRENT PAYMENT DUE ..... \$ 98563.40
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ 1184813.11  
(Line 3 less Line 6)

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



CONTRACTOR: F.B.G. Corporation

By: Carl J. Wieg Date: 1-13-09

State of: Illinois County of: DeKalb  
Subscribed and Sworn to before me this 13 day of Jan 2009  
Notary Public: Cheryl Bricker  
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 98,563.40  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Williams Architects  
By: Thomas Sch Date: 1-15-09  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

Date : 01/13/09 - Tues  
 Time : 15:38:32

F.B.G. Corporation  
 AIA CONTINUATION SHEET

Page : 2

Application No. : 4  
 Application Date : 01/13/09  
 Period To : 01/13/09  
 Architect Project No. : 2007-015

Job : 08-14 Willowbrook Public Works

Item No.	Description of Work	Scheduled Value	Previous Complt'd	Current Complt'd	Stored Material	Tot.Compl. & Stored	% Comp	Balance To Finish	Retainage
01.	General Conditions	302063.00	99557.67	20000.00	.00	119557.67	39.58	182505.33	11955.77
01A	CO#2	1100.00	1100.00	.00	.00	1100.00	100.00	.00	110.00
01B	CO#3	264.00	264.00	.00	.00	264.00	100.00	.00	26.40
01C	CO#4	2340.05	2340.05	.00	.00	2340.05	100.00	.00	234.01
01D	CO#5	1170.00	1170.00	.00	.00	1170.00	100.00	.00	117.00
01E	CO#6	325.00	.00	325.00	.00	325.00	100.00	.00	32.50
01F	CO#9	60.00	.00	60.00	.00	60.00	100.00	.00	6.00
01G	CO#10	314.00	.00	314.00	.00	314.00	100.00	.00	31.40
02.	Bond	18873.00	18873.00	.00	.00	18873.00	100.00	.00	.00
02A	CO#1	65.00	65.00	.00	.00	65.00	100.00	.00	.00
02B	CO#2	11.00	11.00	.00	.00	11.00	100.00	.00	.00
02C	CO#3	19.00	19.00	.00	.00	19.00	100.00	.00	.00
02D	CO#4	162.00	162.00	.00	.00	162.00	100.00	.00	.00
02E	CO#5	12.00	12.00	.00	.00	12.00	100.00	.00	.00
02F	CO#9	5.00	.00	5.00	.00	5.00	100.00	.00	.00
02G	CO#10	22.00	.00	22.00	.00	22.00	100.00	.00	.00
03.	Testing Allowance	10000.00	7970.00	.00	.00	7970.00	79.70	2030.00	797.00
03A	CO#1 TESTING	6500.00	.00	.00	.00	.00	.00	6500.00	.00
04.	Hardware Allowance	2000.00	.00	.00	.00	.00	.00	2000.00	.00
05.	Excavation	32800.00	30000.00	.00	.00	30000.00	91.46	2800.00	3000.00
05A	CO#4 EXCAVATION	13767.95	13767.95	.00	.00	13767.95	100.00	.00	1376.80
06.	Site Utilities	68500.00	68500.00	.00	.00	68500.00	100.00	.00	6850.00
07.	Asphalt Paving	98600.00	.00	.00	.00	.00	.00	98600.00	.00
08.	Fence/Guardrails	77000.00	1500.00	.00	.00	1500.00	1.95	75500.00	150.00
09.	Retaining Wall/Landscape	34400.00	1100.00	17700.00	.00	18800.00	54.67	15592.00	1880.00
09A	CO#10	1848.00	.00	1848.00	.00	1848.00	100.00	.00	184.80
10.	Concrete	160000.00	84373.00	.00	.00	84373.00	52.73	75627.00	8437.30
11.	Precast Concrete	15000.00	15000.00	.00	.00	15000.00	100.00	.00	1500.00
12.	Masonry	309000.00	115000.00	.00	.00	115000.00	37.22	194000.00	11500.00
13.	Structural Steel	124079.00	15633.00	.00	65361.00	80994.00	65.28	43085.00	8099.40
13A	CO#3 Str Steel	1556.00	1556.00	.00	.00	1556.00	100.00	.00	155.60
14.	Carpentry/Drywall/Ceiling	36000.00	.00	.00	.00	.00	.00	36000.00	.00
15.	Cabinets/Tops	7500.00	.00	.00	.00	.00	.00	7500.00	.00
16.	Roofing/Sheetmetal	95000.00	.00	.00	.00	.00	.00	95000.00	.00
17.	Doors/Frames/Hardware	17000.00	.00	.00	.00	.00	.00	17000.00	.00
18.	Overhead Doors	19765.00	.00	.00	.00	.00	.00	19765.00	.00
19.	Wood Windows	16000.00	.00	.00	.00	.00	.00	16000.00	.00
20.	Ceramic Tile	19433.00	.00	.00	.00	.00	.00	19433.00	.00
21.	Painting	25000.00	.00	.00	.00	.00	.00	25000.00	.00
22.	Toilet Acc/Lockers/Compart	19500.00	.00	.00	.00	.00	.00	19500.00	.00
22A	CO#9	350.00	.00	350.00	.00	350.00	100.00	.00	35.00
23.	Equipment	6900.00	.00	.00	6900.00	6900.00	100.00	.00	690.00
24.	Fire Sprinklers	21400.00	.00	.00	.00	.00	.00	21400.00	.00
25.	Plumbing	70000.00	37500.00	.00	.00	37500.00	53.57	32500.00	3750.00
26.	Hvac	65107.00	.00	.00	.00	.00	.00	65107.00	.00
27.	Electrical	90000.00	17500.00	5000.00	.00	22500.00	25.00	67500.00	2250.00
Totals :		1769047.00	530609.67	44152.00	72261.00	647022.67	36.57	1122024.33	62788.78
Percent:			29.99	2.50	4.08	36.57		63.43	

\*\*\*\*\*

## Waiver of Lien to Date

State of Illinois } SS  
 County of DuPage } SS

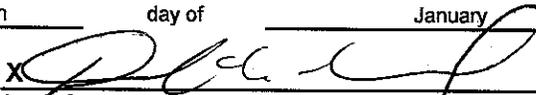
Gty # \_\_\_\_\_  
 Loan # \_\_\_\_\_  
 Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Willowbrook  
 to furnish General Contracting  
 for the premises known as 710 Willowbrook Centre Parkway, Willowbrook, IL. 60527  
 of which Village of Willowbrook is the owner.

THE undersigned, for and in consideration Ninety Eight Thousand Five Hundred Sixty Three and 40/100\*\*\*  
\$98,563.40 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
 release any lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said  
 above-described and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
 other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished  
 to this date by the undersigned for the above-described premises.

Given under my hand signed and seal this  
14th day of January 2009

Signature and Seal: X 

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

## CONTRACTOR'S AFFIDAVIT

State of Illinois } SS  
 County of DuPage } SS

TO WHOM IT MAY CONCERN:

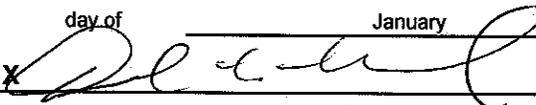
The undersigned, being duly sworn deposes and says that he is David Mac Marshall  
Vice President of the FBG Corporaiton  
 who is the contractor for the General Contracting work on  
 building located at 710 Willowbrook Centre Parkway, Willowbrook, IL. 60527  
 owned by Village of Willowbrook

That the total amount of the contract including extra's is \$1,769,047.00 on which he has received payment of  
\$485,670.49 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnish-  
 ed material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material  
 entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and  
 material required to complete said work according to plans and specification:

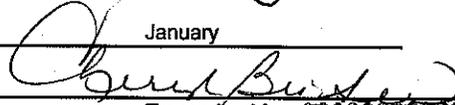
Names	What for	Contract Price	Amount Paid	This Payment	Balance Due
FBG Corporaiton	General Contracting	\$1,769,047.00	\$485,670.49	\$98,563.40	\$1,184,813.11
TOTAL LABOR AND MATERIAL TO COMPLETE		\$1,769,047.00	\$485,670.49	\$98,563.40	\$1,184,813.11

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor  
 or other work of any kind done or to be done upon or in connection with said work other than above stated.

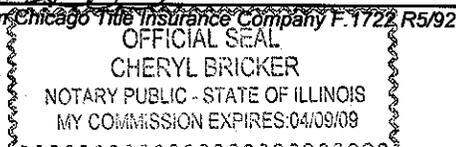
Signed this 14th day of January 2009

Signature: X 

Subscribed and sworn before me this 14th day of January 2009

Signature: 

Transcribed from Chicago Title Insurance Company F-1722 R5/92



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> Motion to Approve – 75 <sup>th</sup> Street Water Main Extension: Payout #2 – Final Payment: Vian Construction, Inc.	<b>AGENDA NO.</b> <i>He</i>  <b>AGENDA DATE:</b> <u>01/26/09</u>
---	--

<b>STAFF REVIEW:</b> Tim Halik, Director of Municipal Services	<b>SIGNATURE:</b> <u><i>Tim Halik</i></u>
<b>LEGAL REVIEW:</b> N/A	<b>SIGNATURE:</b> _____
<b>RECOMMENDED BY VILLAGE ADMIN.:</b>	<b>SIGNATURE:</b> <u><i>[Signature]</i></u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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

At its regular meeting on May 12, 2008, the Village Board adopted Resolution No. 08-R-36 which awarded a contract to Vian Construction, Inc. in the amount of \$44,240.00 to construct the 75<sup>th</sup> Street water main extension. The project began in mid-June and was completed in approximately four (4) days. During the completion of the project, unsuitable water main bedding material was discovered during excavation that needed to be removed. This unforeseeable condition created additional work that needed to be completed and must be paid as an extra to the bid project price. On July 23, 2008, Vian Construction submitted a final invoice for the project which included the base bid amount of \$44,240 plus an \$8,775.55 charge to complete the authorized extra work. Although \$49,087.00 was paid to the contractor at that time, the requested \$3,928.55 labor charge was withheld from payment until it could be fully explained and substantiated.

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

Since that time, staff has corresponded and met with Mr. Vince Rendina to further discuss the unforeseen construction condition encountered that led to the additional labor charge. After a full review of the matter, staff concludes that, based on a more complete description of the work performed, the additional labor charge is warranted and should be paid to the contractor.

Staff would recommend that the Village President and Board of Trustees authorize Payout #2 – Final Payment to Vian Construction, Inc. in the amount of \$3,928.55. The authorized payment amount will be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED AMOUNT</u>
Capital Improvements	09-65-440-601	Water Main Extensions	\$42,700.00

As the Board will recall, this work was made a condition of approval of the Willowbrook Corporate Center – Unit II development in 2001. Therefore, once this final payment is made to the contractor, the Village will invoice Centerpointe Properties for the full expense related to this water main improvement.

**ACTION PROPOSED:**

Approve the motion.

# VIAN CONSTRUCTION CO., INC.

SEWER AND WATER CONTRACTOR

1041 MARTHA STREET • ELK GROVE VILLAGE, IL 60007

TELEPHONE: (847) 364-5369 • FAX: (847) 364-5371

September 5, 2008

Tim Halick  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

**RE: 75Th Street Water Main Extension**

Dear Mr. Halick,

Please review the additional work performed on the above mentioned project. The Village has already paid for the gravel and dirt out, I have cut down the crew hours to five hours. Please let me know if you agree with it in order to close out this project.

If you have any questions please to contact me at (847) 364-5369.

Sincerely,



Ann Rendina

RECEIVED

SEP 10 2008

ELK GROVE VILLAGE  
MUNICIPAL SERVICES DEPT

# VIAN CONSTRUCTION CO., INC.

1041 MARTHA STREET  
ELK GROVE VILLAGE, IL 60007

TEL. 847-364-5369

FAX. 847-364-5371

---

## VILLAGE OF WILLOWBROOK

7760 QUINCY STREET

WILLOWBROOK, IL 60521

ATTN: DON BEUSSE

RE: 75TH STREET WATER MAIN REPLACEMENT  
( TIME AND MATERIAL WORKED PERFORMED)

Dear Mr. Beusse:

On June 17th and June 18 while working on the 75th Street project Vian

Encountered the following:

6/17/08 STA. 17+00 PRESSURE TAPPED EXISTING 8" MAIN 9' IN DEPTH  
24" BARREL SECTION REQUIRED TO BE ON GRADE

STA. 17+ 25 ENCOUNTERED 4' OF 3" CONCRETE WITH REBAR  
REMOVED ALL DEBRIS TO CLEAR CENTER LINE OF NEW MAIN.  
DUE TO UNSTABLE GROUND VIAN WAS AUTHORIZED TO FILL THE  
VOID WITH 1" STONE.

CREW	5 HRS	\$ 785.71 PH	\$ 3,928.55
GRAVEL	96 TON	\$ 32.00 TON	\$ <del>3,072.00</del> PAID
MIXED LOAD OUT	5 LOADS	\$ 355.00 EACH	\$ <del>1,775.00</del> PAID

TOTAL ~~\$ 8,775.55~~  
3,928.55

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

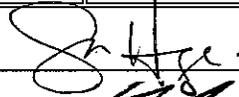
**ITEM TITLE:**

AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF WILLOWBROOK – 16 W 161 64<sup>th</sup> ST. - MASS

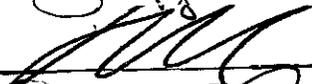
AGENDA NO. 4F

AGENDA DATE: 01/26/2009

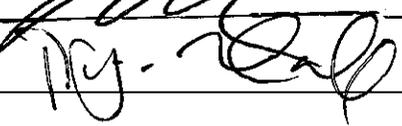
**STAFF REVIEW:** Sara Hage, Planner

**SIGNATURE:** 

**LEGAL REVIEW:** Thomas Good

**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)**

On December 16, 2008, Dena Mass submitted a petition for annexation and a plat of annexation for her property located at 16w161 64th Street.

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

The property in question is located within the Thurlow/64<sup>th</sup> Street neighborhood. In 2006, the Village extended its water system throughout this small area to provide Lake Michigan water. After the project was completed, four (4) properties annexed into the Village to tap onto the Village's water system and abandon their previous water wells. At that time, the Masses paid the Village \$12, 977 for their portion of the main extension, but chose not to immediately annex the property. Mrs. Mass now wishes to annex her property and connect to the Village water system.

This item was discussed at the 1/12/09 Village Board meeting at which time the President and Board of Trustees directed the Village Attorney to prepare the approving ordinance.

**ACTION PROPOSED:**

Approve the ordinance annexing the property at 16w161 64<sup>th</sup> Street.

ORDINANCE NO. 09-0-02

AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF  
WILLOWBROOK - 16 W 161 64<sup>th</sup> ST. - MASS

---

WHEREAS, there has been duly filed on or about December 16, 2008, with the Village Clerk of the Village of Willowbrook, DuPage County, Illinois, a Petition under oath requesting that the territory described on Exhibit "A" attached hereto and made a part of hereof (the "SUBJECT REALTY") be annexed to the Village of Willowbrook; and,

WHEREAS, said Petition was presented to the Village pursuant to the provisions of 65 ILCS 5/7-1-8; and,

WHEREAS, said Petition has been signed by all of the owners of record of the SUBJECT REALTY and no electors reside upon the SUBJECT REALTY or, in the alternative, the Petition was signed by more than fifty-one percent (51%) of the electors residing on the SUBJECT REALTY; and,

WHEREAS, the statutes of the State of Illinois provide that upon the filing of such Petition, the corporate authorities of the Village of Willowbrook may pass an Ordinance annexing said territory to the Village, if said Ordinance is passed by a majority vote of the corporate authorities; and,

WHEREAS, the SUBJECT REALTY is not within the corporate limits of any municipality and portions thereof are

contiguous to the corporate limits of the Village of Willowbrook.

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

SECTION ONE: That the SUBJECT REALTY be and the same is hereby annexed to the Village of Willowbrook, DuPage County, Illinois, together with all adjacent streets and highways contiguous to said property, so that the new boundaries of the territory annexed shall extend to the far side of said adjacent streets and highways not within the corporate limits of any other municipality.

SECTION TWO: That the Village Clerk shall and is hereby authorized to file with the County Clerk of DuPage County, the Recorder of Deeds of DuPage County and the DuPage County Board of Election Commissioners, certified copies of this Ordinance together with an accurate map of the territory annexed appended thereto.

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

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

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_,  
2009.

APPROVED: \_\_\_\_\_  
Acting Village President

ATTEST: \_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:      AYES: \_\_\_\_\_  
                             NAYS: \_\_\_\_\_  
                             ABSTENTIONS: \_\_\_\_\_  
                             ABSENT: \_\_\_\_\_

Exhibit "A"

SUBJECT REALTY

LOT 22, IN ERION'S HIGH VIEW ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954 AS DOCUMENT 721075 AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 19, 1954, AS DOCUMENT 723525, IN DUPAGE COUNTY, ILLINOIS.

ALSO INCLUDES: ALL ADJACENT RIGHTS OF WAY NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF WILLOWBROOK.

TOTAL AREA: 37,293 SQ. FT (0.86 ACRES)

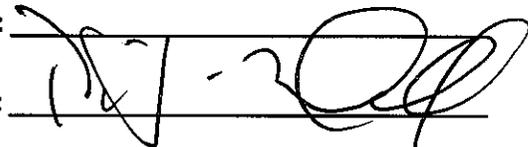
ADDRESS: 16w161 64TH STREET

PERMANENT INDEX NUMBER: 09-23-201-032

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR PARKWAY TREE TRIMMING SERVICES – VEGA TREE SERVICE, INC.	<b>AGENDA NO.</b> <i>Hg</i>  <b>AGENDA DATE:</b> <u>01/26/09</u>
--	--

<b>STAFF REVIEW:</b> Tim Halik, Director of Municipal Services	<b>SIGNATURE:</b> 
<b>LEGAL REVIEW:</b>	<b>SIGNATURE:</b> 
<b>RECOMMENDED BY VILLAGE ADMIN.:</b>	<b>SIGNATURE:</b> 
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, RELATED ACTIONS, AND OTHER PERTINENT HISTORY)**

The FY 08/09 Budget includes funding to conduct a Parkway Tree Trimming Program. The Municipal Services Committee approved the details of the program on November 10, 2008. Requests for Proposals were distributed on December 30, 2008. The deadline to submit completed proposals was Monday, January 19<sup>th</sup> at 12:00 Noon. The following is a summary of the eleven (11) proposals that were received:

<u>Vendor</u>	<u>Proposal</u>
Vega Tree Service, Inc., Stone Park	<b>\$12,206.00</b>
Groundskeeper Landscape Care, Orland Park	\$14,911.75
The Davey Tree Expert Co., Burr Ridge	\$15,359.25
Nels J. Johnson Tree Expert, Inc., Evanston	\$15,437.00
N.W. Tree Services, Arlington Heights	\$16,155.00
Homer Tree Services, Inc., Lockport	\$16,928.00
Steve Piper & Sons, Inc., Naperville	\$21,408.30
Stump's Tree & Stump, Inc., Joliet	\$22,258.00
Winkler's Tree Service, Inc., LaGrange Park	\$22,794.20
Kramer Tree Specialists, Inc., West Chicago	\$27,284.00
The Care of Trees, Glen Ellyn	\$28,006.00

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

Staff received positive comments from all the past municipal client references that Vega Tree Services provided. They are currently completing the parkway tree trimming program for the Village of LaGrange Park and plan on starting in Willowbrook in early February. The company has a certified arborists on staff. The FY 08/09 Budget includes the following funding for this program:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
GenFd	01-35-750-338	Tree Maintenance	\$26,943.57

**ACTION PROPOSED:**  
 Adopt Resolution

RESOLUTION NO. 09-R- 01

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR PARKWAY TREE TRIMMING SERVICES – VEGA TREE SERVICE, INC.

---

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Vega Tree Service, Inc. for parkway tree trimming services in an amount set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 26<sup>th</sup> day of January, 2009

APPROVED:

\_\_\_\_\_  
Acting Village President

ATTEST:

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

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

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

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

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

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

**Robert A. Napoli**

December 30, 2008

Village Clerk

**Leroy R. Hansen**

**ATTENTION VENDOR:**

The Village of Willowbrook is now accepting proposals for Parkway Tree Trimming Services. The program is scheduled to commence February 2, 2009 or at a time mutually agreed upon by the contractor and Village. Attached, please find specifications including a general description of the program. All work must be completed prior to March 2, 2009.

Village Trustees

**Dennis Baker**

The Village specification also includes a private participation tree trimming program to interested property owners. The contractor will be required to trim trees on private property at the unit prices included under "Additional Work" on the RFP document.

**Timothy McMahon**

**Michael Mistele**

The Village of Willowbrook must receive proposals **by no later than 12:00 Noon, Monday, January 19, 2009**. Liability insurance will be required as specified by the Village of Willowbrook Code or Ordinances. Faxed proposals will be accepted provided an original is also received. Questions should be directed to:

**Paul Schoenbeck**

Village Administrator

**Philip J. Modaff**

Tim Halik  
Director of Municipal Services  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2261 office  
630-323-0787 fax  
[thalik@willowbrook.il.us](mailto:thalik@willowbrook.il.us)

SPECIFICATIONS AND CONTRACT DOCUMENTS  
for

**Parkway Tree Trimming Services**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527

- PROPOSALS TO BE EXECUTED IN DUPLICATE
- ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC
- ALL INSURANCE REQUIREMENTS MUST BE MET

ACCOUNT NUMBER:

\_\_\_\_\_

DEPOSIT:

\_\_\_\_\_ none required \_\_\_\_\_

BOND(S) REQUIRED:

\_\_\_\_\_ none required \_\_\_\_\_

DRAWINGS:

\_\_\_\_\_

PROPOSALS DUE:

\_\_\_\_\_ Monday, January 19, 2009 by 12:00 Noon \_\_\_\_\_

VILLAGE HALL  
7760 Quincy Street  
Willowbrook, Illinois 60527

Issued by:

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

Philip J. Modaff  
Village Administrator

Sue Stanish  
Director of Finance

## REQUEST FOR PROPOSAL

The Village of Willowbrook will be accepting proposals for the item listed. Proposals will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until Monday, January 19, 2009 by 12:00 Noon.

Specifications may be obtained at the Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Municipal Services Department at (630) 920-2261.

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 proposal.

The Village of Willowbrook reserves the right to reject any or all proposals, to waive technicalities, and to accept any proposal 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. CONTRACTOR or VENDOR shall mean:

VEGA TREE SERVICE, INC.  
1818 N. 38TH AVENUE  
STONE PARK IL 60165

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

### 2. PREPARATION AND SUBMISSION OF PROPOSAL

The vendor 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.

**ALL PROPOSALS SHALL BE SUBMITTED INCLUDING  
THE FOLLOWING INFORMATION ON THE FACE:**

**VENDOR'S NAME, ADDRESS, SUBJECT MATTER OF PROPOSAL,  
DESIGNATED DUE DATE AND HOUR DESIGNATED FOR PROPOSALS TO  
BE SUBMITTED BY.**

### 3. WITHDRAWAL OF PROPOSAL

Vendors may withdraw their proposals at any time prior to the time specified in the Request for Proposal Notice as the closing time for the receipt of proposals.

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

### 4. SUBMISSION OF ALTERNATE PROPOSALS

Vendor may submit alternate proposals provided that:

- Proposals meet Village Specifications and are submitted separately.
- The Village shall not consider an alternate proposal 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. EQUIVALENT PRODUCTS

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

**8. BASIS OF AWARD**

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

**9. ACCEPTANCE OF PROPOSAL**

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

**10. CATALOGS**

Each Vendor 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.

**11. DELIVERY**

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

**12. GUARANTEES AND WARRANTS**

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

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

No proposal accepted 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 Vendor 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 Vendor. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Vendor 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.

**14. COMPETENCY OF CONTRACTOR**

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

The Contractor, 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. The Village hereby reserves the right to reject any proposal submitted by a Vendor who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

**15. 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. Vendor 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 Vendor will strictly comply with all ordinances of the Village of Willowbrook, the County of DuPage, and the laws of the State of Illinois and United States Government.

**16. SPECIAL HANDLING**

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

**17. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**18. TOXIC SUBSTANCES**

Successful Vendor 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 Vendor 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 Vendor.

## 19. PRICE REDUCTIONS

If at any time after a proposal is accepted the successful Vendor 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 proposal for the duration of the job (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 Vendor's customers generally, or (2) in the successful Vendor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for submittal on this proposal. 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 Vendor 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 Vendor, 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 proposal.

## 20. TERMINATION OF CONTRACT

- A. The Village may, by written notice of default to the successful Vendor, terminate the whole or part of this proposal in any one of the following circumstances:
1. If the successful Vendor 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 Vendor); or
  2. If the successful Vendor fails to perform any of the other provisions of this proposal, or so fails to make progress as to endanger performance of this proposal 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 Vendor knowingly falsified information provided to the Village.
  4. If it is determined that successful Vendor 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 Vendor decreeing the dissolution of the successful Vendor and such order remains in effect for sixty (60) days.

6. The successful Vendor shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Vendor, or commence any proceedings relating to the successful Vendor 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 Vendor, and the successful Vendor indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Vendor 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 Vendor shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Vendor shall continue the performance of this proposal to the extent not terminated under the provisions of this clause.

## **21. EQUAL EMPLOYMENT OPPORTUNITY**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this work proposal or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

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

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

## SUBCONTRACTS

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

## CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

## 22. INSURANCE SPECIFICATIONS

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

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

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

- C. In the event of accidents of any kind, the successful Vendor 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 Vendor 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 \_\_\_\_\_
- 2. Policy Number \_\_\_\_\_
- 3. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- 4. Endorsement Effective Date \_\_\_\_\_
- 5. Named Insured \_\_\_\_\_
- 6. Address of Named Insured \_\_\_\_\_
- 7. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- 8. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**B. VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Vendor shall, **within seven (7) calendar days** after acceptance of the proposal by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

~~In the event that the successful Vendor fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the proposal 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 insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Vendor. 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 Vendor'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 Vendor 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.

**7. 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 Vendor for the Village.

**8. 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.

**9. ASSUMPTION OF LIABILITY.**

(ALL COVERAGES)

The successful Vendor assumes liability for all injury to or death of any person or persons including employees of the successful Vendor, 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, \_\_\_\_\_ (print/type name), warrant, and by my signature hereon do so certify, that the required coverage is in place.

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**24. INDEMNITY HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the successful Vendor 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 Vendor, 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 Vendor 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 Vendor shall, at its own expense, satisfy and discharge same.

The successful Vendor expressly understands and agrees that any performance bond or insurance policies required by the proposal, or otherwise provided by the successful Vendor, 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 Vendor further agrees that to the extent that money is due the successful Vendor 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: \_\_\_\_\_

Name of Insured: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_

Endorsement Effective Date: \_\_\_\_\_

This endorsement modifies coverage provided under the following:

**Commercial General Liability Coverage Part**

Name of Individuals or Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL**

VEGA TREE SERVICE, INC., as part of its bid on a  
(Name of Contractor)

contract for TREE TRIMMING 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: Noe Vega Noe Vega  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 19<sup>th</sup> day of

Jan., 20 09.

MY COMMISSION EXPIRES:

4-4-12

Martha Distasio

NOTARY PUBLIC



## **II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS**

### **A. INTENT**

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

### **C. TRAFFIC CONTROL AND PROTECTION**

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

### **D. EXAMINATION OF SITE**

The successful Vendor 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 Vendor 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 Vendor 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 proposal.

**F. PREVAILING WAGES (CONTINUED)**

Prospective Vendors 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 Vendor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Vendor 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 Vendor shall be responsible for constructing the improvements in accordance with the specifications. The successful Vendor shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor and final acceptance will not be made until the site is in a condition acceptable to the Village.

**J. TRESPASS ON LAND**

The successful Vendor shall confine his/her operations and storage of materials and equipment to the job site, public right-of-way or easements. The successful Vendor 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 Vendor 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 Vendor, without charge, three (3) sets of specifications for that portion of the work to be performed by the Vendor. If the Vendor desires additional copies of the specifications, they may be secured from the Village at Vendor 's expense.

**L. PROTECTION OF PUBLIC**

The Vendor 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 Vendor 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 Vendor 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 Vendor. 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 Vendor 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 Vendor 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 Vendor 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**  
**PARKWAY TREE TRIMMING SERVICES**  
**SPECIFICATIONS**

The undersigned ("Contractor") agrees to furnish to the Village of Willowbrook, an Illinois municipal corporation, hereinafter referred to as the "Village", **PARKWAY TREE TRIMMING SERVICES** 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 which may be encountered, and all other relevant matters concerning the work to be performed and the type of trimming required under this contract.

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

**B. MEETING BEFORE WORK BEGINS**

It is mandatory that the Contractor meets with the Director of Municipal Services or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and 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. BASIS OF PAYMENT**

The Contractor shall be paid for the work described herein on a per tree basis for each work area. Partial payment shall be made to the Contractor as work progresses but, in no case, shall payment be made on trees not completed to the satisfaction of the Village and in accordance with these specifications and accepted arboricultural practices. Diameter of

trees trimmed shall be measured with a standard diameter tape at four and one-half (4-1/2) feet from the ground. In the case of multi-stemmed trees whose crotch is four and one-half (4-1/2) feet from the ground or lower, measurement will be taken one foot below the crotch.

**E. FINAL REPORT**

Upon completion of the project a report shall be prepared and submitted to the Village for review and acceptance in typed form listing location (address), number(s) of trees trimmed, species and condition upon completion of the project. The Contractor shall be required to make any requested revisions to the report prior to the Village finalizing and accepting the project.

**F. STARTING AND COMPLETION REQUIREMENTS**

Work shall begin on or about February 2, 2009 or at a time mutually agreed upon by the Contractor and the Village inspector. All work shall be completed prior to March 2, 2009. Fifty percent (50%) of the dollar value of the contract shall be completed by February 16, 2009, as an indication that the Contractor is satisfactorily progressing toward completion of the contract.

**G. WORKING HOURS**

The Contractor shall work the same hours as the Public Works Division of the Village unless other arrangements are agreed upon ahead of time. The Division's normal work hours are 7:00 a.m. to 3:30 p.m., Monday through Friday. Unless otherwise approved by an authorized representative of the Village, all work by the Contractor shall be completed at least one (1) hour prior to the end of the Village's specified work hours, in order to allow an opportunity to review the completed work.

**H. 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.

**I. 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.

**J. 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.

**K. ADDITIONAL WORK**

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Director of Municipal Services or his designee, has approved the charges in writing.

**L. ADDITIONAL INFORMATION**

Each bidder shall be asked to provide the following data with the bid:

A statement of the items or equipment that the bidder proposes to use on the project and a statement noting which of these items of equipment the bidder owns. A separate statement is needed for those items the contractor does not own but will be able to rent or otherwise have access to use.

At least four (4) references who can attest to the bidder's ability to fulfill this contract including at least one (1) municipal, governmental, or institutional reference. Include names, addresses and phone numbers.

At least one (1) reference that can attest to the bidder's previous satisfactory performance of a municipal or other governmental tree trimming contract that is comparable in size to this project.

Any bidder may be required by the Village to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

**M. PENALTY FOR NON-COMPLETION**

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date 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 Village residents 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:

- a) failure to start work on the specified date and time without notification and approval for a change from the Village;
- b) failing to show up for scheduled work without notification to the Village;
- c) starting operations before the allowed time without permission from the Village;
- d) failure to provide appropriate traffic control and protection; and
- e) failure to notify the Village in advance of where work will be taking place.

## **II. PRUNING SPECIFICATIONS**

### **A. PURPOSE AND INTENT**

1. All pruning shall follow the ANSI A300-2001 Pruning Standard and the ISA's Tree Pruning Guidelines for the purpose of crown cleaning, crown thinning, crown raising, and structure development.
2. All pruning shall improve the appearance of the trees, maintaining the crown shape and symmetry typical of the species at its size and age with an emphasis on the following:
  - a. Crown cleaning to remove all dead, dying, diseased, crowded, weakly attached and low-vigor branches.
  - b. Crown thinning to selectively remove and/or prune branches back to large laterals to increase light penetration and air movement through the crown. After crown thinning, trees and branches shall have foliage and mechanical stress evenly distributed along a branch and throughout the crown.
  - c. Crown raising to remove lower branches where practical to obtain an eventual full foliage height clearance of fifteen (15) feet on the street side of the tree and approximately ten (10) feet on the sidewalk or pedestrian side of the tree. All work shall always maintain the crown shape and symmetry typical of the species being pruned. If a tree is near a building, branches shall be pruned to clear the building by approximately ten (10) feet. Pruning may include heading cuts on lower limbs or thinning cuts to lighten lower branch loads to achieve clearance if complete branch removal is not practical.

- d. Pruning for structure such that if a scaffold branch is large in diameter and competes with the leader, that this scaffold branch be headed back to a lateral and/or thinned to obtain a balanced crown shape overall.
- e. Pruning to remove all interior crowding branches, and one of all crossed or rubbing branches where practical so the removal thereof will not leave large holes in the general form of the tree.
- f. Pruning to remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within young tree crowns. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.
- g. Pruning to remove trunk suckers and water sprouts especially where they are present below the bottomed one half (1/2) of the tree. Such branches that add to the shape of the tree above 14 feet may remain in mature trees which may not have an optimum tree crown or shape.

**B. PRUNING CUTS AND TOOLS**

- 1. All Final cuts shall be "collar cuts" made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. The face of the "collar cut" or wound area shall be circular in form. "Flush" cuts to the main stem behind the branch collar and that leave oval exposed wounds shall not be made. Cuts shall be made such that all wound sides are even edged and do not leave "dog ear" ridges on one side or another. Clean cuts shall be made at all times without leaving any stubs.
- 2. All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem. Large limbs shall be cut using the three-cut pruning manner as to prevent any damage to real or personal property, publicly or privately owned.
- 3. Proper tools for pruning shall be used for each cut. Blades of each tool, including hand pruners, pole saws, hand saws, and chain saws, shall be placed on each branch to obtain the proper pruning cut. This shall be done in a way that will not cut, rip, or harm adjacent bark areas.
- 4. No person working in trees shall use shoes with spikes, or any other footwear, which will, in the opinion of the Village Director of Municipal Services or his designee, injure the tree being pruned. At no time shall any person working in the trees for pruning purposes, wear spurs or climbing irons.

**C. PRUNING OF TREES BY POWER LINES**

Trees which have been disfigured due to ComEd pruning for power line clearance shall only be pruned for height clearance from the ground, clearance from buildings, and removal of structurally weak branches or deadwood under this contract. If any question arises, the Village shall define the trees which are "disfigured."

**D. SITE APPEARANCE AND CLEAN-UP**

Pruned limbs and branches temporarily placed in the parkway area shall be placed in such a manner as to eliminate any obstruction or potential hazard to motor vehicles and pedestrians.

The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. The Contractor shall clean up and dispose of all debris resulting from trimming operation, including raking all lawn areas and sweeping all paved areas. All work areas shall be cleaned up by the end of each workday. The site shall be returned to the same state it existed in prior to the pruning work. Under no circumstances shall any materials be allowed to lie on the parkway overnight. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village. If the Contractor fails to complete the repairs or clean-up immediately, or as otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

As pruning may occur during and after snow events, some debris may not be immediately accessible for clean up. In these instances, it is the responsibility of the contractor to re-clean and rake up debris in these areas after the snow melts. No extra payment shall be made for this clean up work.

**E. TREE DISEASE DIAGNOSIS**

In the course of completing the trimming work, the contractor shall identify and inventory any and all trees that the contractor believes may exhibit signs of undue stress and/or disease, including but not limited to ash trees showing signs of emerald ash borer (EAB) infestation. The contractor shall submit the full inventory of any and all trees identified to the Director of Municipal Services, or his designee, as part of the Final Report outlined in Section "E" above.

**F. INSPECTION OF WORK**

In order to allow for the efficient progression and inspection of the work, the Contractor shall confine their ongoing operations to a specific geographic area each day, as approved by the Village. All work must be completed to the satisfaction of the Director of Municipal Service or his designee. The Village will inspect the site(s) which have been worked on by the Contractor and notify the Contractor if any additional work is required in order to meet the project specifications. Failure to properly complete the work shall result in non-payment to the Contractor until all work has been completed to the satisfaction of the Village.

**G. DISCONTINUANCE OF WORK / PROTECTION OF THE PUBLIC**

Any practice of obviously hazardous activity as determined by the Director of Municipal Services or his designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice from a representative of the Village to discontinue such practice. Continued practice of hazardous activity is grounds for termination of contract. Any and all applicable penalties will be imposed to the fullest extent of the law.

If in the opinion of the Village a hazardous condition exists and the Contractor 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.

**H. PERSONNEL AND EQUIPMENT**

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified.

**I. CERTIFIED ARBORIST**

An Arborist certified by the International Society of Arbiculture must be on the job site at all times. Their name(s) and certification number(s) shall be included in the bid document. Failure to have a certified arborist on site at all times may result in termination of the contract at the discretion of the Village.

**J. WORK CREW SUPERVISION**

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Director of Municipal Services or his designee and the supervisor(s) shall be available twenty-four (24) hours a day. The Village and Contractor representatives for this project will meet on a regular basis as designated by the Village representative, in order to discuss the completed work, review the ongoing tree counts, among other items. The discussions of completed work and tree counts are not the inspection of the completed work, which will be done separately by the Village.

**K. PROTECTION OF OVERHEAD UTILITIES**

Tree trimming operations may be conducted in areas when overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches, which may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

**L. SAFETY STANDARDS**

All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1.

**M. TREE LOCATIONS**

The Village designated trees to be trimmed are over (4) inches Diameter at Breast Height (D.B.H.) and located on Village right-of-way in the following areas and trimmed in the following sequence:

<b>WORK AREA</b>			
1	<b>Waterford Drive</b> – Madison Street to Garfield Avenue	2	<b>Waterford Court</b> – Off of Waterford Drive
3	<b>Bentwood Lane</b> – Waterford Drive to Hiddenbrook Lane	4	<b>Hiddenbrook Lane</b> – Bentwood Lane to Meadow Lane

5	<b>Meadow Lane</b> – Hiddenbrook Lane to Waterford Drive	6	<b>Wingate Road</b> – Waterford Lane to Ridgemoor Drive
7	<b>Woodgate Court</b> – Off of Wingate Road	8	<b>Stonegate Court</b> – Off of Wingate Road
9	<b>Cambridge Road</b> – Waterford Drive to Ridgemoor Drive	10	<b>Rodgers Drive</b> – Waterford Drive to Plainfield Road
11	<b>Ridgemoor Drive</b> – Madison Street to Rodgers Drive	12	<b>Wedgewood Lane</b> – Ridgemoor Drive to Somerset Road
13	<b>Somerset Road</b> – Wedgewood Lane to Chaucer Road	14	<b>Somerset Court</b> – Off of Somerset Court
15	<b>Chaucer Road</b> – Somerset Road to Waterford Drive	16	<b>Chaucer Court</b> – Off of Chaucer Road
17	<b>Rodgers Court</b> – Off of Rodgers Drive	18	<b>Ridgemoor Court</b> – Off of Ridgemoor Drive
19	<b>Wedgewood Court</b> – Off of Wedgewood Lane	20	<b>Sheffield Street</b> – Ridgemoor Drive to Stratford Lane
21	<b>Stratford Lane</b> – Sheffield Street to Wedgewood Lane	22	<b>Kingswood Road</b> – Stratford Lane to Plainfield Road
23	<b>Kingswood Court</b> – Off of Kingswood Road	24	<b>Oxford Road</b> – Waterford Drive to Hill Road

**OPTIONAL AREA 1**

1	<b>Hill Road</b> – Tremont Road to Raleigh Road	2	<b>Tremont Road</b> – Hill Road to Sunset Ridge Road
3	<b>Sunset Ridge Road</b> – Tremont Road to Raleigh Road	4	<b>Raleigh Road</b> – Hill Road to Sunset Ridge Road
5	<b>Wesley Road</b> – Sunset Ridge Road to Hill Road	6	<b>Briar Road</b> – Sunset Ridge Road to Hill Road
7	<b>Rogers Farm Road</b> – Raleigh Road to Garfield Avenue		

**OPTIONAL AREA 2**

1	<b>Garfield Ridge Court</b> – Off of Garfield Avenue	2	<b>Ridgefield Lane</b> – Off of Garfield Avenue
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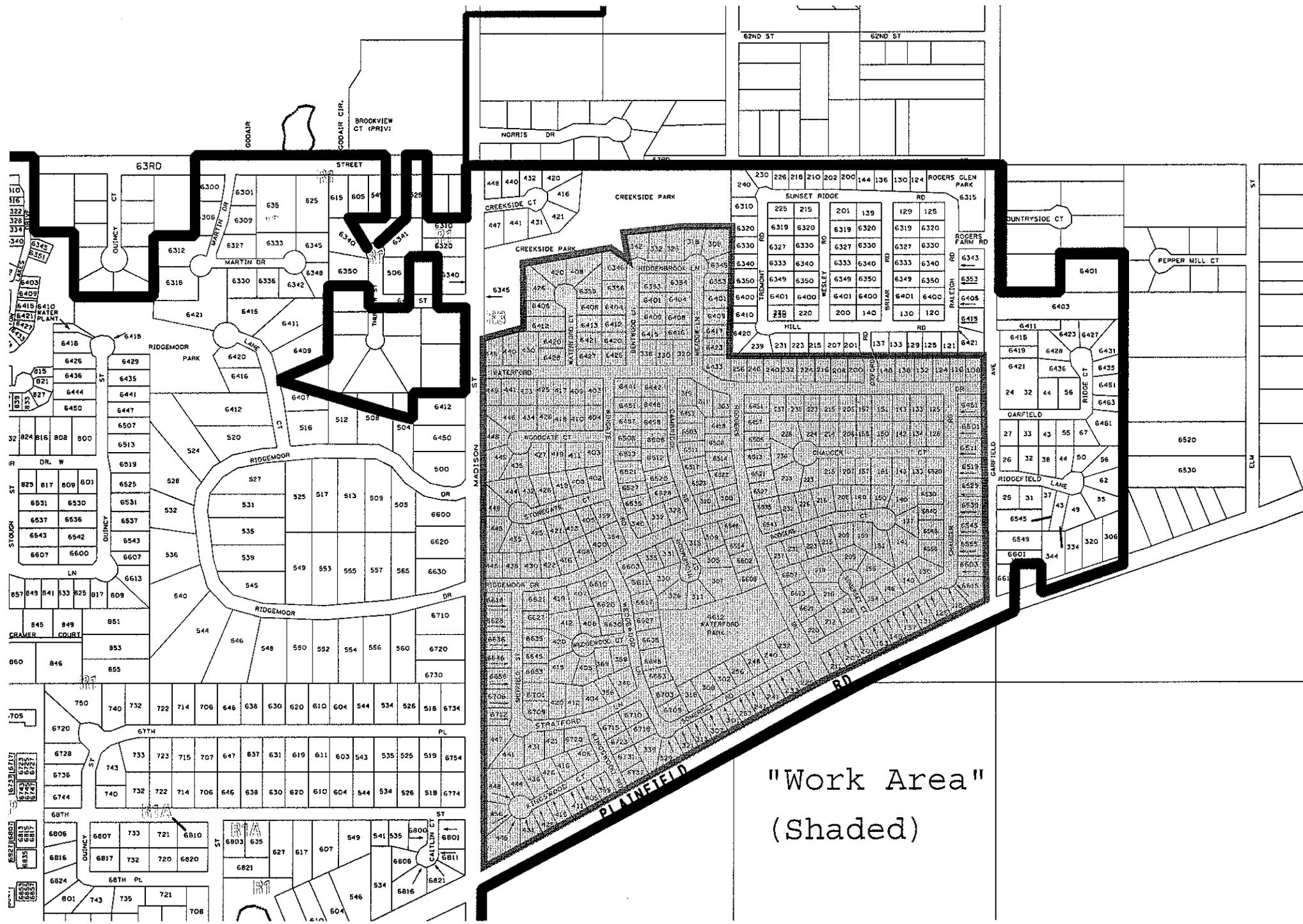
**OPTIONAL AREA 3**

1	<b>Ridgemoor Drive</b> – 6412 Madison to 6730 Madison west side	2	<b>Lane Court</b> – Off of Ridgemoor Drive
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**OPTIONAL AREA 4**

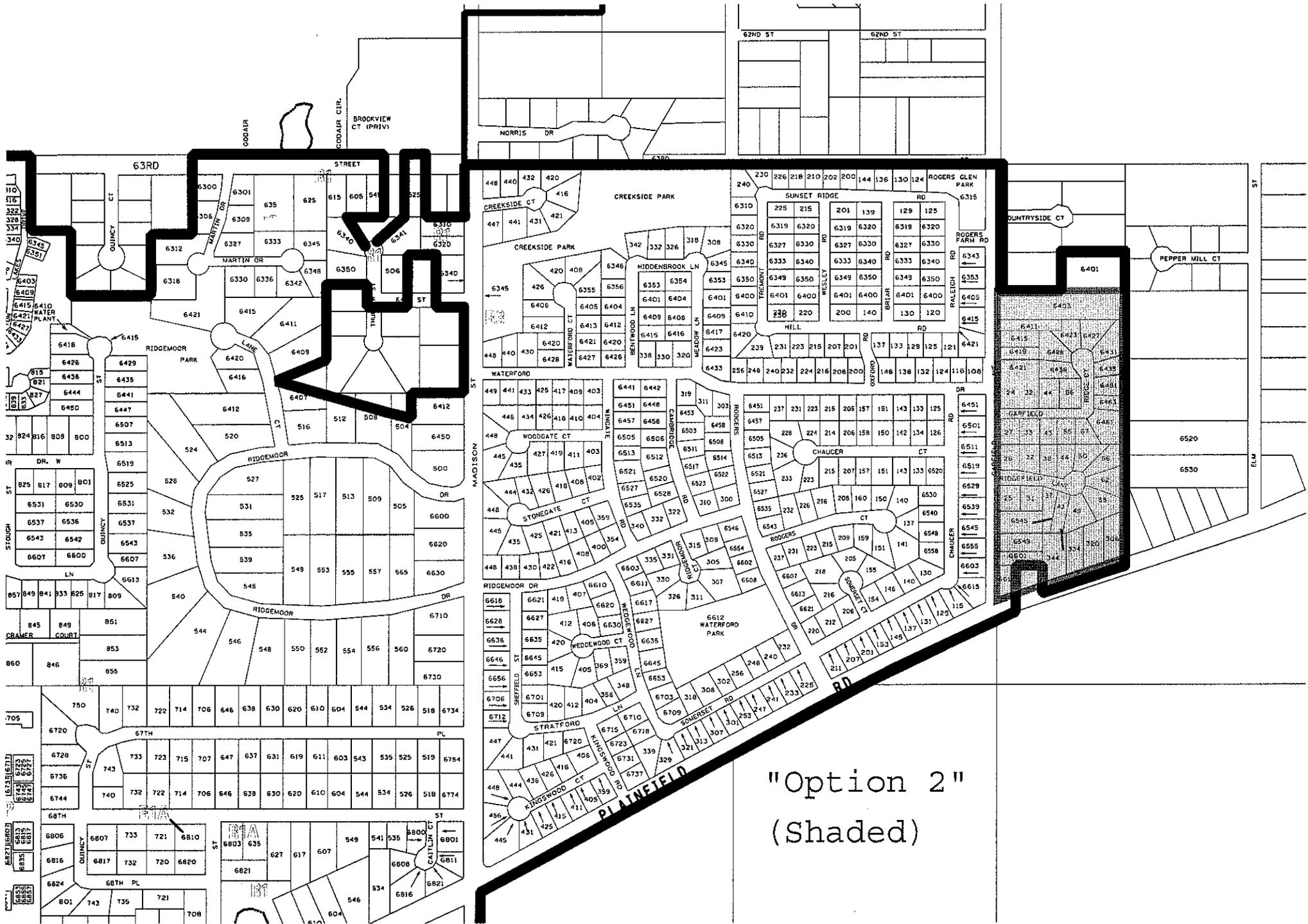
1	<b>Martin Drive</b> – Off of 63 <sup>rd</sup> Street	2	<b>Creekside Court</b> – Off of Madison Street
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**A map depicting these areas is attached.**



"Work Area"  
(Shaded)

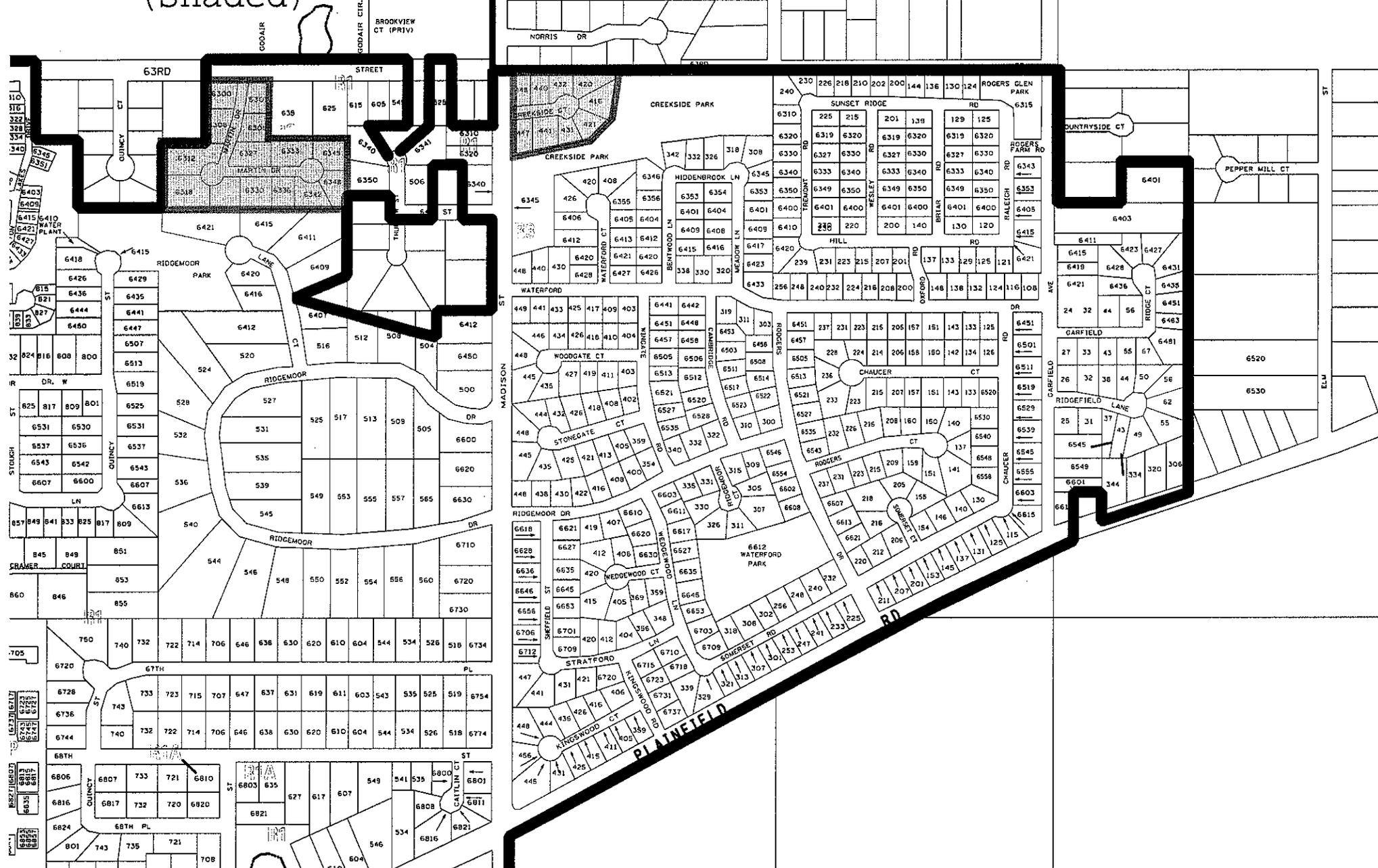




"Option 2"  
(Shaded)



# "Option 4" (Shaded)



**N. CHIP DISPOSAL**

Disposal of chips generated by work described within this contract will be the responsibility of the Contractor. At the Village's option the Contractor may be asked to drop chips at a Village park site or other Village owned property within town.

**O. EMERGENCY TREE SERVICES**

At the Village's option the Contractor may be asked provide emergency tree services in the event that such services become necessary. The cost of such services will be provided on a time and equipment plus profit basis as stated on the proposal page. Work shall begin within twenty-four (24) hours of notification by the Director of Municipal Services or his designee.

**P. TREE REMOVAL SERVICES**

At the Village's option the Contractor may be asked to provide tree removal service. At the discretion of the Village, stump grinding will be required. Stump grinding shall include at a minimum the removal of the stump to eight inches (8") below grade as well as the removal of any surface roots in order to be able to landscape the area where the tree used to be located. The cost of removal and stump grinding will be billed separately at the rate listed on the proposal page.

**Q. 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. This shall include but not limited to the following:

- a. Whenever possible, work vehicles shall be parked on the same side of the street as work site. Vehicles shall park with right wheels to the curb or to the right edge of the right-hand shoulder as required by the Village Code of Ordinances.
- b. Whenever possible the work site on a two-lane street shall be confined to one traffic lane leaving the opposite lane open to traffic.
- c. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
- d. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection, which may be necessary.
- e. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
- f. Warning signs such as "MEN WORKING" shall be diamond shape having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 24 inches by 24 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 12 inches above the pavement.
- g. Should individuals progress ahead of vehicles, such as tree climbers, cones shall be placed in the roadway to alert motorist of activity in those trees.

- h. Blocking of public streets shall not be permitted unless prior arrangements have been made with and approved by the Village and is coordinated with the appropriate departments.
- i. The Contractor shall provide adequate barricades, flagmen, sign and/or warning devices during the performance of the Contract to protect motorists and pedestrians. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the Director of Municipal Services or his designee.

**R. NOTIFICATION OF COMMENCING WORK**

The Contractor shall keep the Village informed as accurately as possible as to when they plan to commence work and in what way they intend to proceed. In order to accomplish this, at a minimum, the Contractor shall provide advance daily written notification (via fax, email, or hand delivered) of the locations the Contractor intends to work that day to the Village's contact person for this project.

**S. ADDITIONAL WORK – TREE TRIMMING ON PRIVATE PROPERTY**

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

The Program will work as follows:

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

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



**VILLAGE OF WILLOWBROOK**  
**PARKWAY TREE TRIMMING SERVICES PROPOSAL**

The undersigned "Contractor" offers to provide to the Village of Willowbrook, an Illinois Municipal Corporation, Parkway Tree Trimming Services conforming to the specifications attached hereto, with such exceptions or modifications as herewith set forth, and in accordance with the terms and conditions herein specified.

**WORK AREA**

Work Area #	Approximate # of Trees	Unit Price	Estimated Total
1	56	17. <sup>00</sup>	952. <sup>00</sup>
2	12	17. <sup>00</sup>	204. <sup>00</sup>
3	5	17. <sup>00</sup>	85. <sup>00</sup>
4	11	17. <sup>00</sup>	187. <sup>00</sup>
5	15	17. <sup>00</sup>	255. <sup>00</sup>
6	26	17. <sup>00</sup>	442. <sup>00</sup>
7	11	17. <sup>00</sup>	187. <sup>00</sup>
8	13	17. <sup>00</sup>	221. <sup>00</sup>
9	15	17. <sup>00</sup>	255. <sup>00</sup>
10	28	17. <sup>00</sup>	476. <sup>00</sup>
11	26	17. <sup>00</sup>	442. <sup>00</sup>
12	19	17. <sup>00</sup>	323. <sup>00</sup>
13	26	17. <sup>00</sup>	442. <sup>00</sup>
14	7	17. <sup>00</sup>	119. <sup>00</sup>
15	25	17. <sup>00</sup>	425. <sup>00</sup>
16	21	17. <sup>00</sup>	357. <sup>00</sup>
17	19	17. <sup>00</sup>	323. <sup>00</sup>
18	10	17. <sup>00</sup>	170. <sup>00</sup>
19	4	17. <sup>00</sup>	68. <sup>00</sup>
20	15	17. <sup>00</sup>	255. <sup>00</sup>
21	22	17. <sup>00</sup>	374. <sup>00</sup>
22	9	17. <sup>00</sup>	153. <sup>00</sup>
23	12	17. <sup>00</sup>	204. <sup>00</sup>
24	7	17. <sup>00</sup>	119. <sup>00</sup>
<b>Total</b>	<b>414</b>		<b>\$ 7,038.<sup>00</sup></b>

**OPTIONAL AREA 1**

	Approximate # of Trees	Unit Price	Estimated Total
1	23	17. <sup>00</sup>	391. <sup>00</sup>
2	18	17. <sup>00</sup>	306. <sup>00</sup>
3	17	17. <sup>00</sup>	289. <sup>00</sup>
4	10	17. <sup>00</sup>	170. <sup>00</sup>
5	29	17. <sup>00</sup>	493. <sup>00</sup>
6	16	17. <sup>00</sup>	272. <sup>00</sup>
7	8	17. <sup>00</sup>	136. <sup>00</sup>
<b>AREA 1 TOTAL</b>	<b>121</b>		<b>\$ 2,057.<sup>00</sup></b>

**OPTIONAL AREA 2**

	Approximate # of Trees	Unit Price	Estimated Total
1	31	17. <sup>00</sup>	527. <sup>00</sup>
2	26	17. <sup>00</sup>	442. <sup>00</sup>
<b>AREA 2 TOTAL</b>	<b>57</b>		<b>\$ 969.<sup>00</sup></b>

**OPTIONAL AREA 3**

	Approximate # of Trees	Unit Price	Estimated Total
1	66	17. <sup>00</sup>	1,122
2	19	17. <sup>00</sup>	323
<b>AREA 3 TOTAL</b>	<b>85</b>		<b>\$ 1,445.<sup>00</sup></b>

**OPTIONAL AREA 4**

	Approximate # of Trees	Unit Price	Estimated Total
1	30	17. <sup>00</sup>	510. <sup>00</sup>
2	11	17. <sup>00</sup>	187
<b>AREA 4 TOTAL</b>	<b>41</b>		<b>\$ 697.<sup>00</sup></b>

**GRAND TOTAL (INCLUDING OPTIONAL AREAS)**

	Approximate # of Trees	Unit Price	Estimated Total
Total Including Optional Areas	718	Grand Total: \$17. <sup>00</sup>	\$12,206. <sup>00</sup>

**ADDITIONAL WORK**

Item	Category	Description	Cost
1a	Tree Removal Services	Cost per D.B.H	\$16. <sup>00</sup>
1b	Tree Removal Services	Stump Grinding	\$35. <sup>00</sup> P/unit
2a	Emergency Tree Service	Cost per Man-hour	\$40. <sup>00</sup>
2b	Emergency Tree Service	Equipment Cost	\$40. <sup>00</sup> P/hour
3a	Private Participation Program – Tree Trimming	<del>Unit Cost</del> <sup>(TH)</sup> COST PER D.B.H.	\$7. <sup>00</sup> P/inche
3b	Private Participation Program – Tree Removal	Cost per D.B.H	\$26. <sup>00</sup> P/inche
3c	Private Participation Program – Stump Grinding	Stump Grinding	\$40. <sup>00</sup> P/unit

NOTE: Prices shall remain in effect until April 30, 2009.

Certified Arborist: Francisco Haro  
 Name  
IL 4394 A  
 Number

Contractor: VEGA TREE SERVICE, INC.

Address: 1818 N. 38<sup>TH</sup> AVENUE  
STONE PARK IL, 60165

Phone: 708-450-9181 Date: JAN. 16, 2009

Signature: *[Signature]*

Subscribed and sworn before me on this 19<sup>th</sup> day of Jan, 2009

MY COMMISSION EXPIRES: 4-4-12

Martha Distasio  
NOTARY PUBLIC



**ADDITIONAL BID INFORMATION**

*Please check the appropriate column*

A.	Statement of the Items / Equipment the Bidder Proposes to use for the project.	Owned By the Vendor	Rented or Other Access to by the Vendor
	Bucket Truck	✓	
	Chipper	✓	
	Chipper Truck	✓	
	Stump Grinder	✓	
	Log loader	✓	

REFERENCE LIST

(please make additional copies of this sheet if needed)

Village/City: Village Of Elmwood Park  
Contact: Pete Terzo Phone: 708-955-7102  
Type & Date of Work: Tree Trimming, Tree Removal,  
Stump Grinding (since 2005-2008)

Village/City: Village Of la Grange Park  
Contact: Julious Phone: 708-243-1160  
Type & Date of Work: Tree Trimming - Tree Removal  
(2007-2008)

Village/City: City Of Darien  
Contact: John Carr Phone: <sup>630</sup>708-514-1531  
Type & Date of Work: Tree Trimming - Tree Removal  
Stump Grinding (2007-2008)

Village/City: Village Of Stone Park  
Contact: Beniamiano Mazolla Phone: 708-516-5111  
Type & Date of Work: Tree Trimming - Tree Removal  
Stump Grinding  
(2003-2008)

# ABCDEF CERTIFICATE OF INSURANCE

mb 15317

ISSUE DATE (MM/DD/YY)

01/20/09

**PRODUCER**

BUSCHBACH INSURANCE AGY  
5615 WEST 95TH STREET  
OAK LAWN IL 60453

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY LETTER **A** COLONY INSURANCE
- COMPANY LETTER **B** AMERICAN INTERNATL CO
- COMPANY LETTER **C** PROGRESSIVE CASUALTY
- COMPANY LETTER **D** TRAVELERS
- COMPANY LETTER **E**

## ORIGINAL

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	GL3675298	09/28/08	09/28/09	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ INCLUDED PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED. EXP. (Any one person) \$ 5,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	034048552	02/22/08	02/22/09	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE4613164	06/14/08	06/14/09	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	6KUB0696C83308	08/19/08	08/19/09	STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE-POLICY LIMIT \$ 1,000,000 DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**CERTIFICATE HOLDER**

VILLAGE OF WILLOWBROOK  
7760 QUINCY STREET  
WILLOWBROOK IL 60521

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Jean Buschbach*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK

AGENDA NO. 4h

AGENDA DATE: 01/26/09

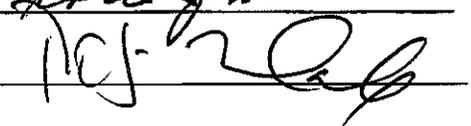
STAFF REVIEW: EDWARD KONSTANTY

SIGNATURE: 

LEGAL REVIEW: Robin Jones

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.)

Staff has compiled a list of Village owned vehicles deemed surplus property ready for disposal. Staff will use the services of P.D. Auctions to sell the following Police Department vehicles on Ebay:

VIN	Year	Make	Model
2FAHP71WX4X154870	2004	FORD	CROWN VICTORIA
2FAFP71W93X114222	2003	FORD	CROWN VICTORIA
1P4GH4431RX347744	1994	PLYMOUTH	VOYAGER

Staff recommends the Village President and Board of Trustees pass the ordinance authorizing the sale of the vehicles listed above.

**ACTION PROPOSED:**

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 09-0- 03

AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL  
PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK

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WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or for the best interests of the Village of Willowbrook, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Acting President and Board of Trustees of the Village of Willowbrook to sell said personal property.

NOW THEREFORE, BE IT ORDAINED BY THE ACTING PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4, the Acting President and Board of Trustees of the Village of Willowbrook find that the property described on Exhibit "A" attached hereto and made a part of, now owned by the Village of Willowbrook, is no longer necessary or useful to the Village of Willowbrook and the best interests of the Village of Willowbrook will be served by its sale.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to sell the property set forth on Exhibit "A" now owned by the Village of Willowbrook in any manner he deems appropriate, with or without advertisement or bids.

SECTION THREE: The Village Administrator is hereby authorized to convey and transfer title to the property set forth on Exhibit "A" to the recipient thereof.

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

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

APPROVED:

\_\_\_\_\_  
Acting Village President

ATTEST:

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

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

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

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

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

**Exhibit "A"**

<b>VIN</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>
2FAHP71WX4X154870	2004	FORD	CROWN VICTORIA
2FAFP71W93X114222	2003	FORD	CROWN VICTORIA
1P4GH4431RX347744	1994	PLYMOUTH	VOYAGER

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBER 12 – WINTER CONDITIONS ALLOWANCE – FOR THE CONSTRUCTION OF THE VILLAGE PUBLIC WORKS FACILITY AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDER	<b>AGENDA NO.</b> 41  <b>AGENDA DATE:</b> <u>1/26/09</u>
---	--

<b>STAFF REVIEW:</b> Tim Halik, Director of Municipal Services	<b>SIGNATURE:</b>
<b>LEGAL REVIEW:</b>	<b>SIGNATURE:</b> _____
<b>RECOMMENDED BY VILLAGE ADMIN.:</b>	<b>SIGNATURE:</b>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>	YES <input checked="" type="checkbox"/> on <u>1/12/09</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>

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

During the Village Board meeting on January 12, 2009, Chairman of the Municipal Services Committee Michael Mistele briefed the Village Board on a request made by the contractor constructing the public works facility for a \$10,000 winter conditions allowance. This discussion was in furtherance of a previous discussion on the subject which occurred at the December 15, 2008 Village Board meeting.

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

Given the discussion at the December 15<sup>th</sup> Board meeting, and with approval of the Chairman of the Municipal Services Committee, the Village Administrator executed project Change Order #12 for a \$10,000 winter conditions allowance for the construction of the public works facility. A copy of the executed Change Order is attached. This Change Orders represent a total increase to the contract in the amount of up to \$10,000.00:

#	TYPE	AMOUNT (+ OR -)	EXPLANATION
12	Addition	Up to \$10,000.00	Given the early onset of the winter season and associated low temperatures, completion of the masonry enclosure walls for the public works facility has been delayed. Although the contractor has expended funds to provide some level of area heating and protection, the progress has been slow. Structural building steel and roof trusses have been fabricated, but cannot be delivered due to the bearing walls not being at the required height. Further construction delays will continue to cause an extension of the project completion date, which could result in additional expenses to the Village necessitating this Change Order. These funds will be used to tent and heat large areas of the building under construction to allow masonry crews to work when the ambient temperatures are below 40 degrees.

Staff recommends that the resolution authorizing the above Change Order as presented be adopted.

**ACTION PROPOSED:**  
 Adopt resolution.

RESOLUTION NO. 09-R- 02

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBER 12 – WINTER CONDITIONS ALLOWANCE – FOR THE CONSTRUCTION OF THE VILLAGE PUBLIC WORKS FACILITY AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDER

---

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized to execute project change order number 12 to provide for a \$10,000 winter conditions allowance for the construction of the Village public works facility, attached hereto as Exhibit "A" and made a part hereof, and that the Village Administrator's prior execution of said change order be and the same is hereby ratified and confirmed.

ADOPTED and APPROVED this 26<sup>th</sup> day of January, 2009.

APPROVED:

\_\_\_\_\_  
Acting Village President

ATTEST:

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

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

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

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

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

RECEIVED

JAN -9 2009

VILLAGE OF WILLOWBROOK  
BUILDING & ZONING DIVISION

 **AIA** Document G701™ - 2001

**Change Order**

<b>PROJECT (Name and address):</b> New Public Works Facility 700 Willowbrook Centre Parkway Willowbrook, IL 60527	<b>CHANGE ORDER NUMBER:</b> 012 <b>DATE:</b> January 9, 2009	<b>OWNER:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> FBG Corporation 1015 South Route 83 Elmhurst, IL 60126	<b>ARCHITECT'S PROJECT NUMBER:</b> 2007-015 <b>CONTRACT DATE:</b> September 8, 2008 <b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Change Order Number 012 Voids and Supersedes Change Order Number 011.

Winter Conditions Allowance.

FBG Corporation.....	\$ 10,000.00
FBG Corporation Project Margin.....	\$ 0.00
FBG Corporation Project Bond.....	\$ 0.00

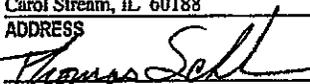
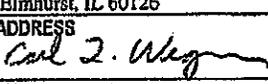
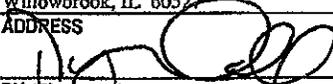
TOTAL CHANGE ORDER NO. 012..... \$ 10,000.00

The original Contract Sum was	\$ 1,743,000.00
The net change by previously authorized Change Orders	\$ 26,047.00
The Contract Sum prior to this Change Order was	\$ 1,769,047.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,000.00
The new Contract Sum including this Change Order will be	\$ 1,779,047.00

The Contract Time will be increased by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is June 5, 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Williams Architect</u> ARCHITECT (Firm name)	<u>FBG Corporation</u> CONTRACTOR (Firm name)	<u>Village of Willowbrook</u> OWNER (Firm name)
<u>450 E. Gundersen Drive</u> Carol Stream, IL 60188 ADDRESS	<u>1015 South Route 83</u> Elmhurst, IL 60126 ADDRESS	<u>7760 Quincy Street</u> Willowbrook, IL 60527 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Thomas Schlensker</u> (Typed name)	<u>Carl Wegman</u> (Typed name)	<u>Phillip J. Modaff</u> (Typed name)
<u>1-12-09</u> DATE	<u>1/14/09</u> DATE	<u>1/13/09</u> DATE

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

**Robert A. Napoli**

December 30, 2008

Village Clerk

**Leroy R. Hansen**

Barnes, Kevin & Suzanne  
6543 Stough St  
Willowbrook Il 60527

Re: Account No. 250320.005  
Delinquent Water Bill

Dear Mr. & Mrs. Barnes:

Village Trustees

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

Please be advised that your water bill is now delinquent in the amount of \$155.71. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

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

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

Village Administrator

**Philip J. Modaff**

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

Sincerely,



Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

**Robert A. Napoli**

Village Clerk

**Leroy R. Hansen**

Village Trustees

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

Village Administrator

**Philip J. Modaff**

December 30, 2008

Harris, Brian J.  
6330 Tremont Rd  
Willowbrook Il 60527

Re: Account No. 252690.000  
Delinquent Water Bill

Dear Mr. & Mrs. Harris:

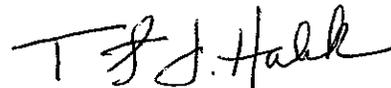
Please be advised that your water bill is now delinquent in the amount of \$213.80. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

December 30, 2008

**Robert A. Napoli**

Holiday Inn - Willowbrook  
7800 Kingery Highway  
Willowbrook Il 60527

Village Clerk

Re: Account No. 410295.000  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Sir or Madam:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$7108.70. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

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

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

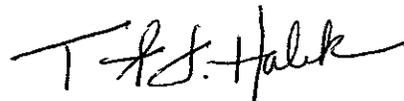
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238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

Village Administrator

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

**Philip J. Modaff**

Sincerely,



Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

December 30, 2008

**Robert A. Napoli**

Jankunas, Mindaugas  
603 67th Pl  
Willowbrook Il 60527

Village Clerk

Re: Account No. 212660.003  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Mr. & Mrs. Jankunas:

Village Trustees

**Dennis Baker**

Please be advised that your water bill is now delinquent in the amount of \$69.97. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

**Terrence Kelly**

**Timothy McMahon**

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

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

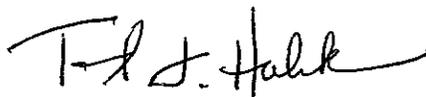
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238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

Village Administrator

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

**Philip J. Modaff**

Sincerely,



Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

December 30, 2008

**Robert A. Napoli**

Kolvitz, Robert  
4 N 240 Calvary Drive - Unit I  
Bloomingdale Il 60108

Village Clerk

Re: Account No. 210120.001  
Delinquent Water Bill/6816 Quincy

**Leroy R. Hansen**

Dear Mr. Kolvitz:

Village Trustees

**Dennis Baker**

Please be advised that your water bill is now delinquent in the amount of \$66.30. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

**Terrence Kelly**

**Timothy McMahon**

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

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

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

Village Administrator

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

**Philip J. Modaff**

Sincerely,



Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

December 30, 2008

**Robert A. Napoli**

Sahebi, Sholeh  
605 63rd St  
Willowbrook Il 60527

Village Clerk

Re: Account No. 253465.002  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Mr. & Mrs. Sahebi:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$99.79. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

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

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

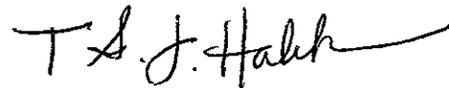
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238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

Village Administrator

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

**Philip J. Modaff**

Sincerely,



Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

December 30, 2008

**Robert A. Napoli**

Schwertfeger, George.  
6306 Martin Dr  
Willowbrook Il 60527

Village Clerk

Re: Account No. 250075.000  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Mr. & Mrs. Schwertfeger:

Village Trustees

**Dennis Baker**

Please be advised that your water bill is now delinquent in the amount of \$125.49. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

**Terrence Kelly**

**Timothy McMahon**

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

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

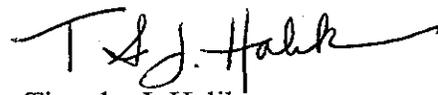
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238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

Village Administrator

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

**Philip J. Modaff**

Sincerely,



Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

December 30, 2008

**Robert A. Napoli**

Swieton, John  
6636 Sheffield Ln  
Willowbrook Il 60527

Village Clerk

Re: Account No. 251705.001  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Mr. & Mrs. Swieton:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$128.70. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

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

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

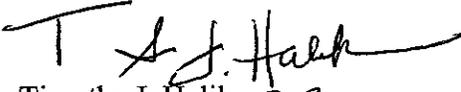
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Village Administrator

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

**Philip J. Modaff**

Sincerely,

  
Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Acting Village President

December 30, 2008

**Robert A. Napoli**

Warfield, Sharon  
618 Plainfield Rd  
Willowbrook Il 60527

Village Clerk

Re: Account No. 213410.001  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Ms. Warfield:

Village Trustees

**Dennis Baker**

Please be advised that your water bill is now delinquent in the amount of \$66.99. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 26, 2009, will result in the immediate termination of your water service.

**Terrence Kelly**

**Timothy McMahon**

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

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

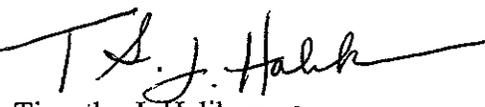
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Village Administrator

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

**Philip J. Modaff**

Sincerely,

  
Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK – TITLE 5, CHAPTER 3 – ADDING A NEW SECTION 5-3-30 – POLICE; MISDEMEANORS – IMPOUND OF VEHICLE USED BY PERSON SOLICITING FOR A PROSTITUTE

AGENDA NO. 9

AGENDA DATE: 01/26/09

STAFF REVIEW: EDWARD KONSTANTY

SIGNATURE: \_\_\_\_\_

*Chief Ed Konstanty*

LEGAL REVIEW: ROBIN JONES

SIGNATURE: \_\_\_\_\_

*Robin Jones*

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: \_\_\_\_\_

*[Signature]*

REVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A

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

The department has been diligently pursuing prostitution offenses; however the activity continues to happen at the village hotels.

It was suggested by Detective Commander Barnacle that the Village of Willowbrook create an Ordinance which allows the Village of Willowbrook to impound vehicles of offenders soliciting prostitutes. The state law allows for a \$200.00 per vehicle impoundment fee. The revenue from the impoundment fee would go to the general fund and would serve as a deterrent.

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

The \$200.00 fee to recover the vehicle will include the costs to tow and impound the vehicle and shall be payable to the Village of Willowbrook. The individual cannot recover his/her vehicle until two hours after the arrest.

#### ACTION PROPOSED:

PASSAGE OF AMENDED ORDINANCE

ORDINANCE NO. 09-0-\_\_\_\_\_

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 5, CHAPTER 3 - ADDING A NEW SECTION 5-3-30 - POLICE; MISDEMEANORS - IMPOUND OF VEHICLE USED BY PERSON SOLICITING FOR A PROSTITUTE

---

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

SECTION ONE: That Title 5, Chapter 3, of the Village Code of the Village of Willowbrook entitled "Misdemeanors" is hereby amended by adding thereto a new Section 5-3-30, as follows:

"5-3-30: **IMPOUND OF VEHICLE USED BY PERSON SOLICITING FOR A PROSTITUTE:** A police officer who arrests a person for a violation of 720 ILCS 5/11-15(a) may impound any vehicle used by the person in the commission of the offense. The person may recover the vehicle from the impound after a minimum of two (2) hours after arrest and upon payment of a fee of two hundred dollars (\$200). Such fee shall include the costs incurred by the Village to tow and impound the vehicle and shall be payable to the Village. Upon presentation of a signed court order by the defendant whose vehicle was impounded showing that the defendant has been acquitted of the offense of soliciting for a prostitute or that the charges have been dismissed against the defendant for that offense, the Village shall refund the two hundred dollar (\$200) fee to the defendant."

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

SECTION THREE: That this Ordinance shall become effective ten (10) days from and after its passage, approval and publication in pamphlet form in the manner provided by law.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

APPROVED:

\_\_\_\_\_  
Acting Village President

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_  
                             NAYES: \_\_\_\_\_  
                             ABSTENTIONS: \_\_\_\_\_  
                             ABSENT: \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

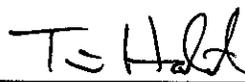
## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

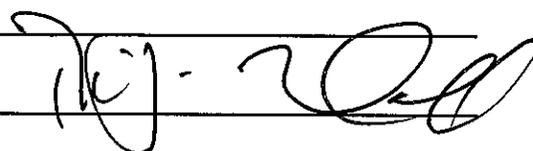
A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG CREEK WATER RECLAMATION DISTRICT

**AGENDA NO.** 10**AGENDA DATE:** 01/26/09

**STAFF REVIEW:** Tim Halik,  
Director of Municipal Services

**SIGNATURE:**

**LEGAL REVIEW:** Jessica Paul, Gorski & Good

**SIGNATURE:**

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:**

**REVIEWED & APPROVED BY COMMITTEE:**

YES  on 12/15/08 NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village previously received a request from the Flagg Creek Water Reclamation District (FCWRD) to expand the scope of our business arrangement to provide for the discontinuance of water service to accounts which are delinquent in the payment of their sewerage bill. Upon authorization by the Municipal Services Committee, staff worked with the Village Attorney to draft a proposed Intergovernmental Agreement with the FCWRD which provides for water shut-off services in the event of a sanitary sewer payment delinquency. Currently, the Village provides water billing information to Flagg Creek for use in generating their sewer bills. This Agreement also increases the payment to the Village for sharing water meter reading data from .50¢ per read to .75¢ per read.

In the event of a non-payment of a sewer bill, Flagg Creek would request that the Village discontinue water service to such delinquent accounts. The Agreement sets forth the agreed upon protocol for this arrangement and details payments of associated fees. This ability is authorized through Illinois law and the Village has previously entered into a similar agreement with DuPage County, which provides sanitary sewer service in the southern portion of town.

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

Attached, please find a copy of the Final Draft of the Agreement, which has been reviewed and approved by the Village Attorney. This Final Draft was also forwarded to the Flagg Creek Water Reclamation District. The District Board approved the Agreement at their regularly scheduled Board meeting held on December 18, 2008. The Municipal Services Committee has approved the Final Draft of the Agreement. Staff would recommend that the Village Board adopt the resolution to execute the Agreement.

**ACTION PROPOSED:**

Adopt Resolution.

RESOLUTION NO. 09-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG CREEK WATER RECLAMATION DISTRICT

---

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 a certain Intergovernmental Agreement by and between the Village of Willowbrook and the Flagg Creek Water Reclamation District with respect to the release of water consumption records and the discontinuance of water service, in substantially the form attached hereto and incorporated herein as Exhibit "A" and by this reference, made a part hereof.

ADOPTED and APPROVED this 26th day of January, 2009.

APPROVED:

\_\_\_\_\_  
Acting Village President

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is made and entered into this 26<sup>th</sup> day of January, 2009, by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the "Village") and the Flagg Creek Water Reclamation District, a body politic and corporate (hereinafter referred to as the "District"), provides for the release of water consumption records of the Village to the District for purposes of calculating sanitary sewer billings, and further provides for the discontinuance of water service to premises for the nonpayment of sewerage service charges.

**WITNESSETH**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, the Village and the District are units of local government providing necessary and important services to the residents of the Village through the provision of potable water by the Village and the provision of sewage collection and treatment by the District; and

WHEREAS, the Village and the District agree that it is in the best interests of the residents mutually served by the Village and the District to cooperate whenever possible on areas of concern affecting said residents; and

WHEREAS, the Village and the District agree that this Agreement is necessary to provide the terms and conditions for providing for the release of water consumption records of the Village to the District for purposes of calculation of sanitary sewer billings and for providing for the discontinuance of water service to premises for the nonpayment of sewerage service charges; and

WHEREAS, the Village, for the provision of potable water to the residents of Willowbrook, must maintain a water meter program; and

WHEREAS, the use of water consumption data for the purpose of sanitary sewer billing is a longstanding practice and recognizes that water consumption is a reasonable measure of sewer usage; and

WHEREAS, the Village, by providing the water meter readings to the District, incurs an incremental cost to its water meter program for the actual costs of providing the data to the District as well as other costs related thereto; and

WHEREAS, the Village has been providing water consumption records to the District;  
and

WHEREAS, the District desires that the Village continue to provide water consumption records to the District of the accounts common to the service areas of the Village and the District; and

WHEREAS, the Village assess fees charged to the District for providing the water consumption records to the District; and

WHEREAS, 70 ILCS 3010/7 provides that the payment of delinquent charges for sewerage service to any premises shall be enforced by discontinuing either the water service or the sewerage service to that premises, or both; and

WHEREAS, 70 ILCS 3010/7 provides that the public or municipal corporation or political subdivision of the State furnishing water services to a premises shall discontinue that service upon receiving written notice from the sanitary district providing sewerage service that payment of the rate or charge for sewerage service to the premises has become delinquent; and

WHEREAS, the District desires that the Village discontinue water service to premises for delinquent charges for sewerage service as provided by 70 ILCS 3010/7.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District agree as follows:

## I. RECITALS

The foregoing recitals are incorporated herein and made part hereof as if fully set forth herein.

## II. WATER CONSUMPTION RECORDS

- (A) The Village shall continue to provide to the District the water consumption records of those users common to the service areas of both the Village and the District. Water consumption records are defined as water meter readings performed on a regular cycle, final readings and accompanying forwarding addresses and new users, name changes, meter reading corrections, inactive or pulled meters, new meters, and such other information as may be necessary to determine correct water consumption amounts and the name and address of the user billed for the water

consumption. The records shall be transmitted electronically for meter readings, and by email for all other information required. In the event the District may require a paper copy of such information, an additional cost of two (2) cents (\$0.02) per page shall be charged for each paper copy supplied by the Village. Data shall be furnished to the District by the Village not more than thirty-five (35) calendar days after the date the data is obtained by the Village.

- (B) Requests by the District to alter the system for submitting the data, or for special services, shall be submitted in writing to the Village. The Village shall review the request, and in light of its workload and complexity of the request, will inform the District as to when, and if, the request can be implemented. The Village shall not unreasonably withhold implementing the request. The District shall be billed on a time and material basis for the alterations or special services at the hourly rates for the Village staff implementing the request, plus thirty percent (30%) for overhead, or at the actual cost if the work is performed by outside consultants.
- (C) If the Village shall need to alter the system for submitting the data, a minimum of sixty (60) days prior written notice of the alteration shall be provided to the District and there shall be no charge to the District by the Village for the alteration.
- (D) The Village agrees to provide, at no charge, such reasonable and timely assistance to the District as may be required to locate information and to answer or resolve questions or errors that may arise with respect to water consumption records furnished by the Village hereunder. The District agrees to cooperate with the Village to provide, at no charge, such reasonable and timely assistance as may be required to implement the terms of this Agreement.
- (E) As compensation for the services to be provided to the District by the Village, the District shall compensate the Village in the amount of seventy-five cents (\$0.75) per meter reading and two cents (\$0.02) per page for all paper copies. Said compensation shall begin with services provided for the January 2009 usage, billed in February 2009. The Village shall submit a monthly statement to the District on such forms and invoices as are customarily used by the Village. The District shall pay to the Village the amount stated therein, not more than forty-five (45) days after receipt by the District of each monthly statement. The compensation provided for in this subsection shall be increased each year based on the annual change in

the Municipal Price Index (MPI), published by the Illinois Municipal League, for the preceding calendar year.

### III. DISCONTINUANCE OF WATER SERVICE

- (A) In the event the District requests that the Village shut off water services to any premises within the water service area of the Village, the requirements contained herein shall be a condition precedent to the shut off of water service by the Village.
- (B) After delinquency for nonpayment of sewer service of thirty (30) days or more and a minimum balance due of fifty dollars (\$50.00), the District shall contact the Village to arrange for water shut off, typically to be on approximately the 20<sup>th</sup> day of the following months: April, May, June, July, August, September and October, between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday. No shut offs will be made after hours or on weekends, or on any holidays observed by the Village. The District will provide the Village with a list of properties for which water shut off is requested not later than the 15<sup>th</sup> day of the month for shut off on approximately the 20<sup>th</sup> day of the month. Where the shut off of water service would be rendered impracticable due to emergency or other similar considerations, such emergencies will take precedence over the shut off of water service. The Village retains the discretion to refuse or delay shut off of water service where it determines that such shut off would not be in the best interests of the Village or the District, (e.g. multiple connections to one meter, digging is necessary to access the connection, or the shut off could create a serious health issue). The District shall provide written notice of the shut off date to the user by posting in a prominent place on the premises. The notice shall indicate that a hearing has been scheduled to give the user the opportunity to be heard as to why the water service should not be shut off. A copy of the form of notice is attached hereto as Exhibit "A" and incorporated herein by reference.
- (C) If the customer does not attend the hearing, or if a hearing is held but it is determined that the water service should be shut off, the water service shall be shut off. To the extent that it has a current telephone number on file, the District shall make a reasonable attempt to make an advance telephone call to the user advising the user of the shut off date. Prior to the shut off of service, the District and the

Village shall arrange for an employee of each to meet at or accompany each other to the premises for the purposes of shutting off water service at the premises. The District shall post notice of the shut off in a prominent place on the premises.

- (D) In addition to any other fees or compensation provided for in this Agreement to be paid by the District to the Village, the District shall reimburse the Village for the cost of the discontinuance and the resumption of water service which the Village would normally charge for discontinuance/resumption of service for unpaid water bills, and lost water service revenues as determined by the average water consumption for the past twelve (12) consecutive months, of the premises being disconnected. The amount of the cost for the discontinuation/resumption of service shall be set forth in the Village's ordinance. At the present time, the charge is seventy-five dollars (\$75.00) during the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday. The resumption of water service between the hours of 2:00 p.m. and 8:00 p.m. Monday through Friday, and weekends and holidays between the hours of 8:00 a.m. and 2:00 p.m., shall be at the overtime rate of one hundred fifteen dollars (\$115.00). The resumption of water service will not be performed before 8:00 a.m. or after 8:00 p.m., Monday through Friday, and before 8:00 a.m. or after 2:00 p.m. on weekends or holidays. The discontinuation of water service shall only occur between 8:00 a.m. and 2:00 p.m., Monday through Friday. The District shall not be obligated to reimburse the Village in any greater amount unless and until the Village has informed the District of an increase in the aforementioned rates.
- (E) Upon notification by the District to the Village, the Village shall resume water service at the premises; provided however, that prior to the Village resuming water service, the District shall confirm that the occupant of the premises is present so that service can be resumed. The District will notify the occupant that they must be present on the premises when water service is restored. Water service shall not be resumed unless the occupant of the premises is present on the premises. Prior to the resumption of service, the District and the Village shall arrange for an employee of each to meet at or accompany each other to the premises for the purposes of restoring water service at the premises.
- (F) The District shall provide an emergency number to be called in the event that an

emergency arises during other than normal working hours. When such an after-hours emergency call is made, it shall be relayed to an individual who shall be designated to be "on call". That person shall be charged with the responsibility to take such action as is needed for such emergency. That procedure shall be utilized by the District in the event of an after-hours call related to the resumption of water service. The Village will provide the District with its after-hours contact information so that the District and the Village can communicate to resolve any issues related to after-hours resumption.

#### IV. COMPLAINTS AND INQUIRIES

All complaints, correspondence, inquiries and communications from the District sewer customer shall be directed to the District. The District shall so notify its customers. The Village shall have no obligation to reply, respond, communicate or otherwise correspond to any District sewer user.

#### V. INDEMNIFICATION

The District shall indemnify and hold harmless the Village and its officers, servants, agents and employees, from and against any and all suits, actions, claims, losses, liabilities, judgments, verdicts, damage, costs, expenses, attorneys fees, of any nature arising from any act or omission of the District and/or the Village or their respective officers, servants, employees and agents, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any act pursuant to the terms of this Agreement; provided, however, the District shall have no obligation to indemnify and hold harmless the Village or its officers, servants, agents or employees for any willful and wanton or intentional act on the part of the Village or its officers, servants, employees or agents. The District's indemnification of the Village and its officers, servants, employees or agents shall include, but not be limited to, any suits, actions, claims, losses, liabilities, judgments, verdicts, damage, costs, expenses, and attorneys fees against or incurred by the Village and its officers, servants, employees or agents, relating to the termination of water service at the request of the District pursuant to this Agreement.

#### VI. GENERAL PROVISIONS

- (A) This Agreement shall be in full force and effect from and after the date first above written and shall be for a term of five (5) years. After the expiration of the original term of this Agreement, the Agreement will automatically renew each year unless cancelled in accordance with the provisions of subsection (B) below.
- (B) After the expiration of the initial five (5) year term of this Agreement, the Agreement may be cancelled by either the Village or the District without premium or penalty of any kind by giving the written notice of such cancellation not less than one hundred twenty (120) days prior to the effective date of cancellation.
- (C) All notices herein required shall be in writing and shall be served at the addresses listed below. The mailing of notices by certified mail, return receipt requested, properly addressed and with postage pre-paid, or the personal delivery of the notices, shall be sufficient service. For the purposes of this Agreement the address of the Village shall be: 7760 Quincy Street, Willowbrook, Illinois 60527, Attention: Village Administrator; and the address of the District shall be 7001 N. Frontage Rd., Burr Ridge, Illinois 60527, Attention: Executive Director.

IN WITNESS WHEREOF, the District and the Village, by their respective officers thereunto duly authorized, have caused this Agreement to be executed on the date and year first above written.

VILLAGE OF WILLOWBROOK

FLAGG CREEK WATER  
RECLAMATION DISTRICT

BY: \_\_\_\_\_  
Acting Village President

BY: Edward L. Kohat  
Executive Director

ATTEST: \_\_\_\_\_  
Village Clerk

ATTEST: Marie Schlessinger  
Clerk

EXHIBIT "A"  
NOTICE OF WATER SHUT-OFF HEARING

**FLAGG CREEK WATER RECLAMATION DISTRICT**

---

7001 N. Frontage Road  
Burr Ridge, Illinois 60527-5788

\_\_\_\_\_, 20

Mr. or Mrs. \_\_\_\_\_

\_\_\_\_\_, Illinois \_\_\_\_\_

Subject: The delinquent sewer bill for account number \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the property at \_\_\_\_\_, \_\_\_\_\_, Illinois 60527, serviced by the Flagg Creek Water Reclamation District.

The laws of the State of Illinois provide for the termination of water service to any premises for which the sewerage charge remains unpaid for thirty days or more. Since we have not yet received payment for your sewer charge, and since it is long past the thirty day period noted above, this letter serves as the required notice of our intent to have your water service shut off if we do not receive payment as indicated below.

On \_\_\_/\_\_\_/20\_\_\_ the Flagg Creek Water Reclamation District will hold a hearing in its offices located at 7001 Frontage Road, Burr Ridge, Illinois. The purpose of this hearing will be to give you the opportunity to be heard as to why the water service should not be shut off. If you fail to attend this hearing, the District will have your water service terminated. In addition, we may also file a lien on the property for which sewer services are provided.

Once your water service is shut off, before water service can be restored, you must make full payment of all delinquent sewer service and user charges, all lost water service revenues which the District was obligated to pay to your water provider, and the appropriate reconnection fee prior to turning the service back on. The fee is \$\_\_\_\_.00 for reconnection between \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m. Monday through Friday. At all other times the reconnection fee is \$\_\_\_\_.00. No reconnections will be performed before 8:00 a.m. or after 8:00 p.m., Monday through Friday, and before 8:00 a.m. or after 2:00 p.m. on weekends or holidays. You must be present on the premises at the time water service is restored.

You can immediately pay the outstanding payment due by accessing

**[www.illinoispay.com](http://www.illinoispay.com)**

We would appreciate your prompt attention to this matter. If you have questions about your account, please feel free to contact us at (630) 323-3299.

Executive Director