

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, MARCH 14, 2011, AT 7:00 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 - February 28, 2011 - (APPROVE)
 - c. Warrants - \$137,636.59 - March 11, 2011 - (APPROVE)
 - d. Monthly Financial Report - \$18,274,474.83 - February 28, 2011 (APPROVE)
 - e. A Resolution Waiving the Competitive Bidding Process and Authorizing the Village President and Village Clerk to Execute a Certain Agreement - Landscape Fertilization Services - Between the Village of Willowbrook and Spring Green Lawn and Tree care - (ADOPT)
 - f. A Resolution Waiving the Competitive Bidding Process and Authorizing the Village President and Village Clerk to Execute a Certain Agreement - Landscape Maintenance Services - Between the Village of Willowbrook and Falco's Landscaping (ADOPT)
 - g. An Ordinance Providing for the Official Zoning Map of the Village of Willowbrook, DuPage County, Illinois (PASS)

NEW BUSINESS

5. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
6. A Resolution to Adopt Municipal Legislative Positions and Priorities for the 2011 Legislative Session

OLD BUSINESS

7. COMMITTEE REPORTS
8. ATTORNEY'S REPORT
9. CLERK'S REPORT
10. ADMINISTRATOR'S REPORT
11. PRESIDENT'S REPORT
12. EXECUTIVE SESSION
13. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 28, 2011 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 7:00 p.m. by Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were President Robert Napoli, Clerk Leroy Hansen, Trustees Dennis Baker, Umberto Davi, Terrence Kelly, Michael Mistele, and Frank Trilla.

ABSENT: Trustee Schoenbeck.

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief of Police Mark Shelton, Deputy Chief Paul Oggerino, Interim Finance Director Carrie Dittman and Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

President Napoli asked Trustee Baker to lead everyone in saying of the Pledge of Allegiance.

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Regular Board Meeting - February 14, 2011 (Approve)
- c. Warrants - February 28, 2011 - \$167,356.15 (APPROVE)
- d. A Motion to Approve Application for a License to Hold a Raffle - Burr Ridge Park District - (APPROVE)

President Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

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

None present.

6. DELINQUENT WATER BILLS

Administrator Halik advised the Board there are two delinquent water bills in the amount of \$130.21, and \$74.08. Staff requested and received permission to proceed as per Village policy.

7. MOTION TO APPROVE THIRD QUARTER FINANCIAL REPORT - FISCAL YEAR 2011

Interim Finance Director Dittman highlighted some items in the Third Quarter Financial Report:

- Revenues are projected to come in at about 6.7% higher than budgeted due to sales tax coming in about 5.5% above budget. In addition, the income tax receipts came in at about 1.5% above budget. The State of Illinois continues to remain about 3-4 months in arrears and is expected to continue this way for the rest of the year.
- Utility taxes are approximately 5% above budget.
- Places for Eating Tax are about 3% above budget.
- Red Light Camera Fine is projected overall to increase at 6.7% this year.
- Building Permits are up from \$103,000 budgeted to \$171,000 actual to date.
- Federal/State Grants - This exceeds the budget due to the Village of Willowbrook's receipt of a \$50,000 grant for reimbursement of the Route 83 & Plainfield Road lighting project.

Expenditure Highlights include:

Total expenditure for the General Fund is projected to come in at approximately \$71,000 below the budgeted amount of \$7.3 million. These **decreases** include:

- Decrease in expenditures due to reduction in Village Administrator consulting fees.
- Legal fees/services for Sergeant/Commander unionization.

- Police Department not hiring an additional officer.
- Public Works under budget of \$21,000 due to tree maintenance and on-site ditch improvements.

Increases in Expenditures include:

- Village 50th Anniversary expenses not budgeted (\$8,500).
- Clerical salaries are expected to be approximately \$41,000 over budget due to the one-time voluntary separation and accumulated vacation and sick leave payout.
- Town Center sales tax rebate pay of \$20,000 over budget.
- Red light camera expenditures are expected to be \$18,000 greater than budgeted.
- Public Works snow removal is expected to be \$20,000 more due to the heavy snowfalls this winter.
- Building Department for engineering plan review of building code and drainage exceeded budget by \$15,500.

The trend in the first nine months of this fiscal year appears to meet or exceed the budget with a net surplus of \$576,000.

MOTION: Made by Trustee Davi, seconded by Trustee Mistele to accept the Third Quarter Financial Report for 2011.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Davi, and Trilla. NAYS: None; ABSENT: Schoenbeck.

COMMITTEE REPORTS

8. A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE HUMAN RESOURCE CONSULTING SERVICES - JOB DESCRIPTION UPDATE AND PERFORMANCE APPRAISAL TOOL PROJECTS, SIKICH LLP

Administrator Halik advised that Sikich LLP was previously hired to conduct an analysis of the Human Resource (HR) function for the Village. They have completed an assessment of our current personnel processes focusing on compliance to applicable employment laws.

The remaining HR projects to be completed includes the revision of our current job descriptions and reworking the annual non-union employee performance evaluation tool.

Sikich has provided a proposal for these projects. To revise and update job descriptions for all employees, the cost would be

\$6,375. The cost to rework the performance annual evaluation tool for non-union employees would cost \$4,650. This project deals with revising an extremely old evaluation tool.

Funds that are remaining from the estimated costs of an interim Village Administrator are available to pay for these projects. Then they would not have to be budgeted for in the next budget year.

Trustee Mistele inquired if we could interface the Union criteria for job descriptions with the non-union positions.

Chief Shelton advised the police departments were incorporated to following through with CALEA standards.

MOTION: Made by Trustee Baker, seconded by Trustee Davi to adopt Resolution 11-R-08.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Davi, and Trilla. NAYS: None; ABSENT: Schoenbeck.

9. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele asked President Napoli to speak about the Recognition Award by the American Public Works Association and the work being done on the new Public Work's garage.

Administrator Halik advised that the Village received a letter stating that the Village of Willowbrook's Public Works facility was nominated for and won the "Structure of the Year" award in the category of new structures under \$5 million for the Chicago Metropolitan area. An award ceremony will be held on March 24, 2011 at the Medinah Banquet Hall in Addison. More information on the luncheon will be provided as it is received. Please let Tim Halik know if anyone is interested in attending.

President Napoli and Administrator Halik commended Trustee Mistele for providing a guiding hand during the building process of this new facility. His expertise and knowledge in the area of architecture was invaluable.

Trustee Davi had no report.

10. ATTORNEY'S REPORT

Attorney Hennessy advised that the subject of the ongoing Ethics Violation complaint did submit to a deposition last Thursday. Attorney Hennessy is awaiting a signed transcript of the proceedings.

11. CLERK'S REPORT

Clerk Hansen advised that the time has passed for the submission for write-in candidates. The ballot is set with Trustees Baker, Davi and Trilla along with Ms. Sue Berglund running unopposed.

13. ADMINISTRATOR'S REPORT

Administrator Halik acknowledged the efforts of Garrett Hummel for all his work on the Transparency Audit by the Illinois Policy Institute. Just last week, we were advised that the Village of Willowbrook vastly improved our rating being the highest municipality with improvements. The Board also congratulated and recognized Garrett for all his hard work.

14. PRESIDENT'S REPORT

No report.

15. EXECUTIVE SESSION

No Executive Session was held.

16. ADJOURNMENT

MOTION: Made by Trustee Mistele, seconded by Trustee Baker to adjourn the meeting at the hour of 7:23 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Davi, and Trilla. NAYS: None; ABSENT: Schoenbeck.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____, 2011

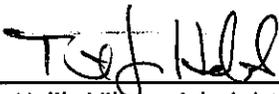
Village President

Minutes transcribed by Debbie Hahn.

WARRANTS

March 11, 2011

GENERAL CORPORATE FUND	-----	\$120,696.28
WATER FUND	-----	4,069.85
HOTEL/MOTEL TAX FUND	-----	2,096.46
CAPITAL PROJECT FUND	-----	10,774.00
TOTAL WARRANTS	-----	\$137,636.59



Tim Halik, Village Administrator

APPROVED:

Robert A. Napoli, Village President

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR MARCH, 2011

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	03/15 CK# 77119	\$144.75
1009686/FEB 11 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	144.75
ACE STORE NO. 11 (17)	03/15 CK# 77120	\$27.73
410212/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	11.78
410232/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	11.97
410240/4 COMMISSARY PROVISION 01-420-355	01-10-455-355	3.98
AFLAC (46)	03/15 CK# 77121	\$25.00
567258ER/FEB11 EMP DED PAY - AFLAC FEE 01-210-221	01-210-221	25.00
AL WARREN OIL CO (2205)	03/15 CK# 77122	\$4,239.29
1649891 GASOLINE INVENTORY 01-190-126	01-190-126	4,239.29
AMERICAN FIRST AID SERVICE INC (77)	03/15 CK# 77123	\$46.24
101648 OPERATING EQUIPMENT 01-451-401	01-30-630-401	16.19
101649 MAINTENANCE - PW BUILDING	01-35-725-418	30.05
AT & T LONG DISTANCE (66)	03/15 CK# 77125	\$70.61
854192715FEB11 PHONE - TELEPHONES 01-420-201	01-10-455-201	70.61
AT & T (67)	03/15 CK# 77126	\$1,782.18
6303252761FEB11 PHONE - TELEPHONES 01-451-201	01-30-630-201	38.33
6303252776FEB11 PHONE - TELEPHONES 01-451-201	01-30-630-201	38.33
630R265644FEB11 PHONE - TELEPHONES 01-420-201	01-10-455-201	852.76
630R265644FEB11 PHONE - TELEPHONES 01-451-201	01-30-630-201	852.76
AT & T U-VERSE (SM) (2342)	03/15 CK# 77127	\$7.44
105661049-3 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	7.44
AZAVAR AUDIT SOULUTIONS INC (158)	03/15 CK# 77128	\$470.30
8349/MAR 11 UTILITY TAX 01-310-205	01-310-205	470.30
BEST QUALITY CLEANING INC (194)	03/15 CK# 77129	\$1,575.00
40972/FEB 11 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,575.00
BRYAN'S GARAGE DOOR SOLUTIONS (233)	03/15 CK# 77130	\$300.00
2/20/11 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	300.00
CHIEF SUPPLY (342)	03/15 CK# 77131	\$382.99
388297 COMMODITIES 01-482-331	01-30-670-331	382.99
CHRISTOPHER B. BURKE (333)	03/15 CK# 77132	\$2,738.50
98754 FEES - ENGINEERING 01-505-245	01-35-720-245	276.00
98755 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	715.00
98756 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	1,177.50
98757 FEES - ENGINEERING 01-505-245	01-35-720-245	460.00
98758 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	110.00
COCA-COLA REFRESHMENTS USA INC (2260)	03/15 CK# 77133	\$114.30
6416736111 COMMISSARY PROVISION 01-420-355	01-10-455-355	114.30
COMCAST CABLE (365)	03/15 CK# 77134	\$186.90
700 WB PKWMAR11 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	74.90
7760 QUNCYMAR11 E.D.P. SOFTWARE 01-410-212	01-10-460-212	112.00
COMMONWEALTH EDISON (370)	03/15 CK# 77135	\$961.17
18544110006FB11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	961.17
CREATIVE PRODUCT SOURCE INC (2362)	03/15 CK# 77136	\$283.55
CPPI015445 COMMODITIES 01-482-331	01-30-670-331	283.55
DECISION SYSTEMS COMPANY (454)	03/15 CK# 77137	\$125.00
201123 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	125.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DELTA DENTAL PLAN OF ILLINOIS (468)	03/15 CK# 77138	\$3,396.84
CREDIT MAR 11 EMP DED PAY-INS 01-210-204	01-210-204	-109.83
MAR 2011 EMP DED PAY-INS 01-210-204	01-210-204	723.92
MAR 2011 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	47.53
MAR 2011 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	95.06
MAR 2011 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,347.59
MAR 2011 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	149.98
MAR 2011 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	142.59
DONNA MAZUR (2084)	03/15 CK# 77139	\$40.00
YOGA 202 WINTER RECREATION FEES 01-310-816	01-310-816	40.00
DUPAGE CO SENIOR POLICE MNGMT ASSN (517)	03/15 CK# 77140	\$30.00
SHELTON 2011 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	30.00
EAN HOLDINGS LLC (1862)	03/15 CK# 77142	\$200.00
35911537 RED LIGHT FINES 01-310-503	01-310-503	200.00
SCOTT EISENBEIS (547)	03/15 CK# 77143	\$160.00
11 UNFRMS UNIFORMS 01-451-345	01-30-630-345	160.00
FUND RAISERS LTD (2282)	03/15 CK# 77144	\$54.89
33135 REIMB. EXPENSES - MEMORIAL PROGRAM 01-610-352	01-20-565-352	54.89
GORDON FLESCH (695)	03/15 CK# 77145	\$238.19
YOH246 COMMISSARY PROVISION 01-420-355	01-10-455-355	238.19
H AND R CONSTRUCTION INC. (742)	03/15 CK# 77146	\$420.00
13965 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	420.00
HINES PRODUCTS CORP (785)	03/15 CK# 77148	\$295.00
33587 COMMODITIES 01-482-331	01-30-670-331	295.00
HOME DEPOT COMMERCIAL (808)	03/15 CK# 77149	\$86.37
5022525 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	72.07
6021278 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	14.30
INTERGOVERNMENTAL PERSONNEL (934)	03/15 CK# 77150	\$40,551.84
MARCH 11 EMP DED PAY-INS 01-210-204	01-210-204	7,315.66
MARCH 11 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	489.03
MARCH 11 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	624.12
MARCH 11 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,270.83
MARCH 11 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	27,469.10
MARCH 11 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,492.75
MARCH 11 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	1,890.35
JOSEPH ORTIGARA (1862)	03/15 CK# 77151	\$100.00
35842725 RED LIGHT FINES 01-310-503	01-310-503	100.00
LASERCRAFT INC (2300)	03/15 CK# 77152	\$22,475.00
222 FEB 2011 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
MARY THORNE (1862)	03/15 CK# 77153	\$25.00
WL 71909 TRAFFIC FINES 01-310-502	01-310-502	25.00
MIDWEST LASER SPECIALISTS, INC (1276)	03/15 CK# 77154	\$608.93
1062012 OPERATING SUPPLIES 01-451-331	01-30-630-331	199.98
1062232 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	44.50
1062232 EDP EQUIPMENT MAINTENANCE 01-557-263	01-40-815-263	44.50
1062333 OPERATING SUPPLIES 01-451-331	01-30-630-331	319.95
MIDWEST HEALTH WORKS (1273)	03/15 CK# 77155	\$82.00
18952 WELLNESS 01-440-276	01-10-480-276	82.00

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NEXTEL COMMUNICATION (1357)	03/15 CK# 77156	\$1,077.41
952377363-001 DRUG FORFEITURE EXP. - STATE 01-465-348	01-30-650-348	1,077.41
NICOR GAS (1370)	03/15 CK# 77157	\$873.64
39303229304JN11 NICOR GAS	01-35-725-415	65.35
95476110002FB11 NICOR GAS 01-405-235	01-10-466-235	808.29
ILL. NOTARY DISCOUNT BONDING (861)	03/15 CK# 77158	\$42.50
#518 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	42.50
PACIFIC TELEMAGEMENT SERVICES (2197)	03/15 CK# 77159	\$78.00
253383/MAR 11 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PAK MAIL CENTER (1459)	03/15 CK# 77160	\$37.85
50614 POSTAGE & METER RENT 01-451-311	01-30-630-311	37.85
PCS INTERNATIONAL (2201)	03/15 CK# 77161	\$1,327.36
125971 OPERATING SUPPLIES 01-410-331	01-10-460-331	77.88
125971 OPERATING SUPPLIES 01-25-615-331	01-25-615-331	250.00
125971 EDP-EQP. MAINTENANCE 01-457-263	01-30-640-263	250.00
125971 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	150.00
125971 EDP EQUIPMENT MAINTENANCE 01-557-263	01-40-815-263	250.00
126028 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	349.48
PETTY CASH C/O TIM HALIK (1492)	03/15 CK# 77162	\$213.61
3/8 COMMISSARY PROVISION 01-420-355	01-10-455-355	39.40
3/8 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	65.00
3/8 OPERATING EQUIPMENT 01-451-401	01-30-630-401	77.24
3/8 COMMODITIES 01-482-331	01-30-670-331	31.97
PIECZYNSKI LINDA S. (1503)	03/15 CK# 77163	\$735.00
5080 FEES - SPECIAL ATTORNEY 01-451-241	01-30-630-241	735.00
THE PILATES BODY INC (2297)	03/15 CK# 77164	\$144.00
15178 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	144.00
PUBLIC SAFETY DIRECT INC (2309)	03/15 CK# 77165	\$313.00
21800 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
21818 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	218.00
RIGHTON WALTER (1623)	03/15 CK# 77166	\$41.80
EXPENSES 3/1 EMPLOYEE BENEFITS - MEDICAL 01-601-141	01-20-550-141	41.80
SAFE KIDS WORLDWIDE (1659)	03/15 CK# 77167	\$50.00
STUHL FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	50.00
SEASON COMFORT, CORP. (1687)	03/15 CK# 77168	\$201.25
150316 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	201.25
ILLINOIS SECRETARY OF STATE (1690)	03/15 CK# 77169	\$95.00
10MR0937 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	95.00
SIRCHIE LABORATORIES (1734)	03/15 CK# 77170	\$419.30
228055 OPERATING EQUIPMENT 01-451-401	01-30-630-401	81.60
26745 OPERATING EQUIPMENT 01-451-401	01-30-630-401	337.70
SIU SCHOOL OF MEDICINE (2365)	03/15 CK# 77171	\$25.00
RINELLA FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	25.00
SOUTHWEST CENTRAL DISPATCH (1751)	03/15 CK# 77172	\$21,333.45
MARCH 2011 RADIO DISPATCHING 01-483-235	01-30-675-235	21,333.45
STONE WHEEL INC (1780)	03/15 CK# 77173	\$12.90
688365 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	12.90

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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SUBURBAN BUILDING OFFICIALS (1807)	03/15 CK# 77174	\$330.00
2011 CONF SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	330.00
SUBURBAN LIFE PUBLICATIONS (1805)	03/15 CK# 77175	\$107.26
5326/516619 PRINTING & PUBLISHING 01-501-302	01-35-710-302	107.26
T.P.I. (1886)	03/15 CK# 77176	\$5,945.95
4849/FEB 11 REIMB.	01-40-820-258	5,003.95
4849/FEB 11 PART TIME INSPECTOR 01-565-109	01-40-830-109	672.00
4849/FEB 11 REIMB.	01-40-830-115	270.00
TOM & JERRY'S SHELL SERVICES (1883)	03/15 CK# 77177	\$1,977.32
43756 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	503.78
43771 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	301.45
43787 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	164.00
43789 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
43799 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	145.50
43873 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
43878 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	94.36
43883 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
43885 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	671.48
TOOLS PLUS INDUSTRIES (2269)	03/15 CK# 77178	\$394.44
35830 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	394.44
UNIFIRST (1926)	03/15 CK# 77179	\$163.55
0610573336 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	163.55
VERIZON WIRELESS (1972)	03/15 CK# 77180	\$902.90
2533027945EQUIP TELEPHONES 01-501-201	01-35-710-201	237.47
2533027945FEB11 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	49.29
2533027945FEB11 PHONE - TELEPHONES 01-451-201	01-30-630-201	443.61
2533027945FEB11 TELEPHONES 01-501-201	01-35-710-201	98.58
2533027945FEB11 TELEPHONES 01-551-201	01-40-810-201	73.95
VOSS SIGNS LLC (2366)	03/15 CK# 77181	\$232.50
S-126229 PRINTING & PUBLISHING 01-451-302	01-30-630-302	232.50
WAREHOUSE DIRECT (2002)	03/15 CK# 77182	\$383.12
1041954-0 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	15.21
1041954-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	175.57
1045162-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	135.65
1047429-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	27.80
1052675-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	28.89
WESTOWN AUTO SUPPLY COMPANY (2026)	03/15 CK# 77183	\$73.16
34940 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	57.50
35260 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	15.66
WILD GOOSE CHASE INC (2047)	03/15 CK# 77185	\$840.00
14831 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00
WLBK BURR RIDGE CHAMBER OF COM (2053)	03/15 CK# 77186	\$80.00
GUILTOLI 3/2 SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	20.00
HUMMEL 3/2 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	20.00
STUHL 3/2 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	20.00
TRILLA 3/2 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	20.00
TOTAL GENERAL CORPORATE FUND		\$120,696.28

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR MARCH, 2011

RUN DATE: 03/08/11

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RUN TIME: 10:53AM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACE STORE NO. 11 (17) 410217/4 MAINTENANCE - PUMPS & WELL 3 02-420-488	03/15 CK# 77120 02-50-420-488	\$20.55 20.55
AT & T MOBILITY (64) 826930710X0FB11 PHONE - TELEPHONES 02-401-201	03/15 CK# 77124 02-50-401-201	\$71.79 71.79
AT & T (67) 6303230337FEB11 PHONE - TELEPHONES 02-401-201 6303230975FEB11 PHONE - TELEPHONES 02-401-201 6307349661FEB11 PHONE - TELEPHONES 02-401-201	03/15 CK# 77126 02-50-401-201 02-50-401-201 02-50-401-201	\$604.75 226.96 278.91 98.88
CHRISTOPHER B. BURKE (333) 98753 FEES - ENGINEERING 02-405-245	03/15 CK# 77132 02-50-405-245	\$92.00 92.00
DELTA DENTAL PLAN OF ILLINOIS (468) MAR 2011 EMPLOYEE BENEFITS - MEDICAL	03/15 CK# 77138 02-50-401-141	\$149.98 149.98
HACH CHEMICAL COMPANY (745) 7114118 MATERIALS, SUPPLIES, STANDPIPE, PUM	03/15 CK# 77147 02-50-425-475	\$486.45 486.45
INTERGOVERNMENTAL PERSONNEL (934) MARCH 11 EMPLOYEE BENEFITS - MEDICAL	03/15 CK# 77150 02-50-401-141	\$1,539.44 1,539.44
PCS INTERNATIONAL (2201) 125971 EDP EQUIPMENT MAINTENANCE 02-417-263	03/15 CK# 77161 02-50-417-263	\$1,000.00 1,000.00
VERIZON WIRELESS (1972) 2533027945FEB11 PHONE - TELEPHONES 02-401-201 2533027946FEB11 PHONE - TELEPHONES 02-401-201	03/15 CK# 77180 02-50-401-201 02-50-401-201	\$104.89 73.95 30.94
TOTAL WATER FUND		\$4,069.85

RUN DATE: 03/08/11

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR MARCH, 2011

PAGE: 6

RUN TIME: 10:53AM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	03/15 CK# 77141	\$2,096.46
234 ADVERTISING 03-435-317	03-53-435-317	1,096.46
MAR 2011 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$2,096.46

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR MARCH, 2011

RUN DATE: 03/08/11

RUN TIME: 10:53AM

CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WIESBROOK SHEET METAL (2367)	03/15 CK# 77184	\$10,774.00
29955 PUBLIC WORKS FACILITY	10-68-540-415	10,774.00
TOTAL CAPITAL PROJECT FUND		\$10,774.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR MARCH, 2011

RUN DATE: 03/08/11

SUMMARY ALL FUNDS

RUN TIME: 10:53AM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	120,696.28	*
02-110-105	WATER FUND-CHECKING 0010330283	4,069.85	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	2,096.46	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	10,774.00	*
TOTAL ALL FUNDS		137,636.59	**

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

4d

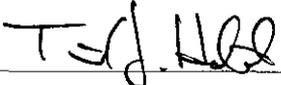
RUN: 03/09/11 11:13AM

SUMMARY OF FUNDS AS OF FEBRUARY 28, 2011

PAGE: 1

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$3,534,462.57
AGENCY CERTIFICATES	\$600,000.00	
MONEY MARKET	2,303,715.32	
MARKET VALUE	190,004.73	
PETTY CASH	950.00	
SAVINGS	439,792.52	
TOTAL	\$3,534,462.57	
WATER FUND		\$566,480.79
MONEY MARKET	\$566,480.79	
HOTEL/MOTEL TAX FUND		\$22,414.28
MONEY MARKET	\$22,414.28	
MOTOR FUEL TAX FUND		\$143,867.82
MONEY MARKET	\$143,867.82	
T I F SPECIAL REVENUE FUND		\$9,346.06
MONEY MARKET	\$9,346.06	
SSA ONE BOND & INTEREST FUND		\$39.66
MONEY MARKET	\$39.66	
POLICE PENSION FUND		\$13,472,543.28
AGENCY CERTIFICATES	\$4,548,163.17	
CERTIFICATE OF DEPOSIT	100,000.00	
MUNICIPAL BONDS	1,348,323.05	
MUTUAL FUNDS	4,970,948.59	
MONEY MARKET	463,149.27	
MARKET VALUE	1,340,544.54	
TREASURY NOTES	701,414.66	
TOTAL	\$13,472,543.28	
SSA ONE PROJECT FUND		\$51,553.04
MONEY MARKET	\$51,553.04	
WATER CAPITAL IMPROVEMENTS FUND		\$130,027.56
MONEY MARKET	\$130,027.56	
CAPITAL PROJECT FUND		\$343,580.70
MONEY MARKET	\$343,580.70	
2008 BOND FUND		\$159.07
MONEY MARKET	\$159.07	
TOTAL MONIES		\$18,274,474.83

RESPECTFULLY SUBMITTED THIS 28TH DAY OF FEBRUARY, 2011


TIM HALIK, VILLAGE ADMINISTRATOR

ROBERT A. NAPOLI, VILLAGE PRESIDENT

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

RUN: 03/09/11 11:13AM

DETAILED SUMMARY OF FUNDS AS OF FEBRUARY 28, 2011

PAGE: 2

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		
		\$3,688,997.91
AS PER SUMMARY, FEBRUARY, 2011	\$3,534,462.57	
DUE TO/FROM WATER FUND	131,204.17	
DUE TO/FROM HOTEL/MOTEL TAX FUND	-7,470.49	
DUE TO/FROM POLICE PENSION FUND	30,801.66	
	\$3,688,997.91	
WATER FUND		
		\$435,276.62
AS PER SUMMARY, FEBRUARY, 2011	\$566,480.79	
DUE TO/FROM GENERAL FUND	-131,204.17	
	\$435,276.62	
HOTEL/MOTEL TAX FUND		
		\$29,884.77
AS PER SUMMARY, FEBRUARY, 2011	\$22,414.28	
DUE TO/FROM GENERAL FUND	7,470.49	
	\$29,884.77	
MOTOR FUEL TAX FUND		
		\$143,867.82
AS PER SUMMARY, FEBRUARY, 2011	\$143,867.82	
T I F SPECIAL REVENUE FUND		
		\$9,346.06
AS PER SUMMARY, FEBRUARY, 2011	\$9,346.06	
SSA ONE BOND & INTEREST FUND		
		\$39.66
AS PER SUMMARY, FEBRUARY, 2011	\$39.66	
POLICE PENSION FUND		
		\$13,441,741.62
AS PER SUMMARY, FEBRUARY, 2011	\$13,472,543.28	
DUE TO/FROM GENERAL FUND	-30,801.66	
	\$13,441,741.62	
SSA ONE PROJECT FUND		
		\$51,553.04
AS PER SUMMARY, FEBRUARY, 2011	\$51,553.04	
WATER CAPITAL IMPROVEMENTS FUND		
		\$130,027.56
AS PER SUMMARY, FEBRUARY, 2011	\$130,027.56	
CAPITAL PROJECT FUND		
		\$343,580.70
AS PER SUMMARY, FEBRUARY, 2011	\$343,580.70	
2008 BOND FUND		
		\$159.07
AS PER SUMMARY, FEBRUARY, 2011	\$159.07	
TOTAL MONIES		\$18,274,474.83

\$332,254.98 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

RUN: 03/09/11 11:13AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2011

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
GENERAL CORPORATE FUND							
01-120-154	IMET	POOLED INVEST		0.31%	600,000.00	AC	N/A
		TOTAL AGENCY CERTIFICATES			\$600,000.00		
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.18%	17,943.31	MM	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.59%	1,376,810.89	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.50%	174,838.40	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	734,122.72	MM	N/A
		TOTAL MONEY MARKET			\$2,303,715.32		
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			190,004.73	MV	N/A
		TOTAL MARKET VALUE			\$190,004.73		
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		TOTAL PETTY CASH			\$950.00		
01-110-257	COMMUNITY BANK OF WB	SAVINGS			439,792.52	SV	N/A
		TOTAL SAVINGS			\$439,792.52		
		TOTAL GENERAL CORPORATE FUND			\$3,534,462.57		
		AVERAGE ANNUAL YIELD		0.40%			
WATER FUND							
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.50%	562,568.73	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	3,912.06	MM	N/A
		TOTAL MONEY MARKET			\$566,480.79		
		TOTAL WATER FUND			\$566,480.79		
		AVERAGE ANNUAL YIELD		0.50%			
HOTEL/MOTEL TAX FUND							
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	22,414.28	MM	N/A
		TOTAL MONEY MARKET			\$22,414.28		
		TOTAL HOTEL/MOTEL TAX FUND			\$22,414.28		
		AVERAGE ANNUAL YIELD		0.09%			
MOTOR FUEL TAX FUND							
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	143,867.82	MM	N/A
		TOTAL MONEY MARKET			\$143,867.82		
		TOTAL MOTOR FUEL TAX FUND			\$143,867.82		
		AVERAGE ANNUAL YIELD		0.09%			

VILLAGE OF WILLOWBROOK

RUN: 03/09/11 11:13AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2011

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
T I F SPECIAL REVENUE FUND							
05-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	9,346.06	MM	N/A
		TOTAL MONEY MARKET			\$9,346.06		
		TOTAL T I F SPECIAL REVENUE FUND			\$9,346.06		
		AVERAGE ANNUAL YIELD		0.09%			

SSA ONE BOND & INTEREST FUND							
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	39.66	MM	N/A
		TOTAL MONEY MARKET			\$39.66		
		TOTAL SSA ONE BOND & INTEREST FUND			\$39.66		
		AVERAGE ANNUAL YIELD		0.10%			

POLICE PENSION FUND							
07-120-388	MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326	MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355	MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294	MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330	MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342	MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-396	MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-393	MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-407	MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380	MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-304	MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392	MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394	MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374	MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-302	MBFINANCIAL BANK	FNMA NOTE		3.05%	150,000.00	AC	08/10/2015
07-120-363	MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402	MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298	MBFINANCIAL BANK	FNCT		7.00%	9,499.57	AC	02/01/2016
07-120-409	MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421	MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-367	MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-433	MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-422	MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404	MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377	MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428	MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-365	MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389	MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405	MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391	MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383	MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2011

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-379	MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426	MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345	MBFINANCIAL BANK	GNMA		5.00%	24,563.64	AC	12/18/2018
07-120-408	MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-403	MBFINANCIAL BANK	FHLB		4.65%	50,062.50	AC	03/14/2019
07-120-429	MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369	MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296	MBFINANCIAL BANK	GNMA POOL		4.50%	36,219.42	AC	06/15/2019
07-120-306	MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364	MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-430	MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-366	MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386	MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-432	MBFINANCIAL BANK	FHLB		4.60%	202,218.75	AC	06/01/2022
07-120-384	MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-309	MBFINANCIAL BANK	GNMA		8.65%	385.57	AC	07/20/2024
07-120-299	MBFINANCIAL BANK	GNMA		6.00%	11,170.60	AC	08/20/2028
		TOTAL AGENCY CERTIFICATES			\$4,548,163.17		
07-120-292	MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
		TOTAL CERTIFICATE OF DEPOSIT			\$100,000.00		
07-120-291	MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406	MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	MB	04/01/2012
07-120-418	MBFINANCIAL BANK	KANE COUNTY BL		2.00%	49,999.50	MB	12/15/2012
07-120-375	MBFINANCIAL BANK	MATOON		4.50%	19,016.00	MB	12/15/2013
07-120-381	MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-395	MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	MB	12/15/2014
07-120-356	MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419	MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-338	MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301	MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-414	MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-413	MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-300	MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-415	MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-425	MBFINANCIAL BANK	COOK COUNTY SE		3.90%	101,469.00	MB	12/01/2017
07-120-420	MBFINANCIAL BANK	COOK COUNTY #6		4.39%	50,050.00	MB	12/01/2018
07-120-417	MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	MB	12/01/2018
07-120-382	MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372	MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416	MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-400	MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-423	MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	MB	12/15/2023
07-120-427	MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431	MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359	MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL MUNICIPAL BONDS			\$1,348,323.05		

VILLAGE OF WILLOWBROOK

RUN: 03/09/11 11:13AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2011

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			4,970,948.59	MF	N/A
			TOTAL MUTUAL FUNDS			\$4,970,948.59		
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	115,574.06	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	347,575.21	MM	N/A
			TOTAL MONEY MARKET			\$463,149.27		
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,340,544.54	MV	N/A
			TOTAL MARKET VALUE			\$1,340,544.54		
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	TN	04/15/2012
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.15	TN	11/15/2017
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
			TOTAL TREASURY NOTES			\$701,414.66		
			TOTAL POLICE PENSION FUND			\$13,472,543.28		
			AVERAGE ANNUAL YIELD			4.20%		
SSA ONE PROJECT FUND								
08-110-323		IMET	MONEY MARKET		0.31%	51,553.04	MM	N/A
			TOTAL MONEY MARKET			\$51,553.04		
			TOTAL SSA ONE PROJECT FUND			\$51,553.04		
			AVERAGE ANNUAL YIELD			0.31%		
WATER CAPITAL IMPROVEMENTS FUND								
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	130,027.56	MM	N/A
			TOTAL MONEY MARKET			\$130,027.56		
			TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$130,027.56		
			AVERAGE ANNUAL YIELD			0.09%		
CAPITAL PROJECT FUND								
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	187,248.13	MM	N/A
10-110-325		IMET	MONEY MARKET		0.31%	156,332.57	MM	N/A
			TOTAL MONEY MARKET			\$343,580.70		
			TOTAL CAPITAL PROJECT FUND			\$343,580.70		
			AVERAGE ANNUAL YIELD			0.19%		
2008 BOND FUND								
11-110-323		IMET	MONEY MARKET		0.31%	159.07	MM	N/A
			TOTAL MONEY MARKET			\$159.07		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2011

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
TOTAL 2008 BOND FUND					\$159.07		
AVERAGE ANNUAL YIELD					0.31%		

GRAND TOTAL INVESTED

\$18,274,474.83

INVESTMENT TYPES

AC	AGENCY CERTIFICATES	MM	MONEY MARKET
CD	CERTIFICATE OF DEPOSIT	MV	MARKET VALUE
CK	CHECKING	PC	PETTY CASH
MB	MUNICIPAL BONDS	SV	SAVINGS
MF	MUTUAL FUNDS	TN	TREASURY NOTES

VILLAGE OF WILLOWBROOK
INVESTMENTS BY FUND (SUMMARY) FEBRUARY 28, 2011

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FUND	INVESTMENTS
GENERAL CORPORATE FUND	3,534,462.57
WATER FUND	566,480.79
HOTEL/MOTEL TAX FUND	22,414.28
MOTOR FUEL TAX FUND	143,867.82
T I F SPECIAL REVENUE FUND	9,346.06
SSA ONE BOND & INTEREST FUND	39.66
POLICE PENSION FUND	13,472,543.28
SSA ONE PROJECT FUND	51,553.04
WATER CAPITAL IMPROVEMENTS FUND	130,027.56
CAPITAL PROJECT FUND	343,580.70
2008 BOND FUND	159.07
TOTAL INVESTED (ALL FUNDS):	\$18,274,474.83

VILLAGE OF WILLOWBROOK
 INVESTMENTS BY TYPE (SUMMARY) FEBRUARY 28, 2011

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TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	5,148,163.17	4.08 %		5,148,163.17
CERTIFICATE OF DEPOSIT	100,000.00	4.20 %		100,000.00
MUNICIPAL BONDS	1,348,323.05	4.66 %		1,348,323.05
MUTUAL FUNDS			4,970,948.59	4,970,948.59
MONEY MARKET	4,034,333.57	0.36 %		4,034,333.57
MARKET VALUE			1,530,549.27	1,530,549.27
PETTY CASH			950.00	950.00
SAVINGS			439,792.52	439,792.52
TREASURY NOTES	701,414.66	3.50 %		701,414.66
TOTAL ALL FUNDS	\$11,332,234.45		\$6,942,240.38	\$18,274,474.83

VILLAGE OF WILLOWBROOK

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INVESTMENT SUMMARY BY INSTITUTION AS OF FEBRUARY 28, 2011

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INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	2,571,953.85	115,574.06	2,687,527.91
ILLINOIS FUNDS	1,230,978.29		1,230,978.29
IMET	808,044.68		808,044.68
IMET MARKET VALUE CONTRA	190,004.73	1,340,544.54	1,530,549.27
MBFINANCIAL BANK		12,016,424.68	12,016,424.68
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$4,801,931.55	\$13,472,543.28	\$18,274,474.83

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY INSTITUTION AS OF FEBRUARY 28, 2011

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.59%	1,376,810.89	MM	N/A
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.18%	17,943.31	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.50%	174,838.40	MM	N/A
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.50%	562,568.73	MM	N/A
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		0.18%	115,574.06	MM	N/A
01-110-257	COMMUNITY BANK OF WB	SAVINGS			439,792.52	SV	N/A
	TOTAL INVESTED				\$2,687,527.91		
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	734,122.72	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	3,912.06	MM	N/A
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	22,414.28	MM	N/A
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	143,867.82	MM	N/A
05-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	9,346.06	MM	N/A
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	39.66	MM	N/A
09-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	130,027.56	MM	N/A
10-110-322	ILLINOIS FUNDS	MONEY MARKET		0.09%	187,248.13	MM	N/A
	TOTAL INVESTED				\$1,230,978.29		
01-120-154	IMET	POOLED INVEST		0.31%	600,000.00	AC	N/A
08-110-323	IMET	MONEY MARKET		0.31%	51,553.04	MM	N/A
10-110-325	IMET	MONEY MARKET		0.31%	156,332.57	MM	N/A
11-110-323	IMET	MONEY MARKET		0.31%	159.07	MM	N/A
	TOTAL INVESTED				\$808,044.68		
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			190,004.73	MV	N/A
07-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			1,340,544.54	MV	N/A
	TOTAL INVESTED				\$1,530,549.27		
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			4,970,948.59	MF	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		0.15%	347,575.21	MM	N/A
07-120-388	MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326	MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355	MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294	MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330	MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342	MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-292	MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-291	MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406	MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	MB	04/01/2012
07-120-411	MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	TN	04/15/2012
07-120-418	MBFINANCIAL BANK	KANE COUNTY BL		2.00%	49,999.50	MB	12/15/2012
07-120-396	MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-375	MBFINANCIAL BANK	MATOON		4.50%	19,016.00	MB	12/15/2013
07-120-381	MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393	MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-354	MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-407	MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380	MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395	MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	MB	12/15/2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-302		MBFINANCIAL BANK	FNMA NOTE		3.05%	150,000.00	AC	08/10/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	9,499.57	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.15	TN	11/15/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-425		MBFINANCIAL BANK	COOK COUNTY SE		3.90%	101,469.00	MB	12/01/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	MB	12/01/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY #6		4.39%	50,050.00	MB	12/01/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	24,563.64	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-403		MBFINANCIAL BANK	FHLB		4.65%	50,062.50	AC	03/14/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	36,219.42	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-366		MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-432		MBFINANCIAL BANK	FHLB		4.60%	202,218.75	AC	06/01/2022
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	MB	12/15/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	385.57	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	11,170.60	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$12,016,424.68		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$18,274,474.83		

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-120-154		IMET	POOLED INVEST		0.31%	600,000.00	AC	N/A
07-120-388		MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294		MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-302		MBFINANCIAL BANK	FNMA NOTE		3.05%	150,000.00	AC	08/10/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	9,499.57	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	24,563.64	AC	12/18/2018
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-403		MBFINANCIAL BANK	FHLB		4.65%	50,062.50	AC	03/14/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	36,219.42	AC	06/15/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-366		MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-432		MBFINANCIAL BANK	FHLB		4.60%	202,218.75	AC	06/01/2022
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	385.57	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	11,170.60	AC	08/20/2028

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
TOTAL INVESTED						\$5,148,163.17		
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	MB	04/01/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BL		2.00%	49,999.50	MB	12/15/2012
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	19,016.00	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-395		MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	MB	12/15/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-425		MBFINANCIAL BANK	COOK COUNTY SE		3.90%	101,469.00	MB	12/01/2017
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	MB	12/01/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY #6		4.39%	50,050.00	MB	12/01/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	MB	12/15/2023
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
TOTAL INVESTED						\$1,348,323.05		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			4,970,948.59	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.59%	1,376,810.89	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	17,943.31	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	174,838.40	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	562,568.73	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	115,574.06	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	734,122.72	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	3,912.06	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	22,414.28	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	143,867.82	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	9,346.06	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	39.66	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	130,027.56	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	187,248.13	MM	N/A
08-110-323		IMET	MONEY MARKET		0.31%	51,553.04	MM	N/A
10-110-325		IMET	MONEY MARKET		0.31%	156,332.57	MM	N/A
11-110-323		IMET	MONEY MARKET		0.31%	159.07	MM	N/A

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-110-335	MBFINANCIAL BANK	MONEY MARKET		0.15%	347,575.21	MM	N/A
	TOTAL INVESTED				\$4,034,333.57		
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			190,004.73	MV	N/A
07-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			1,340,544.54	MV	N/A
	TOTAL INVESTED				\$1,530,549.27		
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257	COMMUNITY BANK OF WB	SAVINGS			439,792.52	SV	N/A
07-120-411	MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	TN	04/15/2012
07-120-354	MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-410	MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373	MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387	MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.15	TN	11/15/2017
07-120-412	MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
	TOTAL INVESTED				\$701,414.66		
	GRAND TOTAL INVESTED				\$18,274,474.83		

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-120-154		IMET	POOLED INVEST		0.31%	600,000.00	AC	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			4,970,948.59	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.59%	1,376,810.89	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	17,943.31	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	174,838.40	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	562,568.73	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	115,574.06	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	734,122.72	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	3,912.06	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	22,414.28	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	143,867.82	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	9,346.06	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	39.66	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	130,027.56	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.09%	187,248.13	MM	N/A
08-110-323		IMET	MONEY MARKET		0.31%	51,553.04	MM	N/A
10-110-325		IMET	MONEY MARKET		0.31%	156,332.57	MM	N/A
11-110-323		IMET	MONEY MARKET		0.31%	159.07	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	347,575.21	MM	N/A
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			190,004.73	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,340,544.54	MV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			439,792.52	SV	N/A
07-120-388		MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294		MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	MB	04/01/2012
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	TN	04/15/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BL		2.00%	49,999.50	MB	12/15/2012
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	19,016.00	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395		MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	MB	12/15/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-302		MBFINANCIAL BANK	FNMA NOTE		3.05%	150,000.00	AC	08/10/2015

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	9,499.57	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.15	TN	11/15/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-425		MBFINANCIAL BANK	COOK COUNTY SI		3.90%	101,469.00	MB	12/01/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	MB	12/01/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY #6		4.39%	50,050.00	MB	12/01/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	24,563.64	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-403		MBFINANCIAL BANK	FHLB		4.65%	50,062.50	AC	03/14/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	36,219.42	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-366		MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-432		MBFINANCIAL BANK	FHLB		4.60%	202,218.75	AC	06/01/2022
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	MB	12/15/2023

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	385.57	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	11,170.60	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$18,274,474.83		
		GRAND TOTAL INVESTED				\$18,274,474.83		

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR FEBRUARY, 2011

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	0.00	157,485.65	154,200.00	102.13	-3,285.65
01-1110	Other Taxes	572,026.67	4,914,735.82	5,578,235.00	88.11	663,499.18
01-1120	Licenses	3,845.00	110,415.59	99,770.00	110.67	-10,645.59
01-1130	Permits	13,626.63	184,709.61	103,500.00	178.46	-81,209.61
01-1140	Fines	38,211.32	730,442.73	684,400.00	106.73	-46,042.73
01-1150	Transfers-Other Funds	35,237.94	345,942.13	411,820.00	84.00	65,877.87
01-1160	Charges & Fees	12,457.00	44,594.95	50,300.00	88.66	5,705.05
01-1170	Park & Recreation Revenue	3,786.00	36,838.89	41,589.00	88.58	4,750.11
01-1180	Other Revenue	17,612.67	335,491.35	362,641.00	92.51	27,149.65
**TOTAL	Operating Revenue	696,803.23	6,860,656.72	7,486,455.00	91.64	625,798.28
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	1,936.86	24,554.69	30,000.00	81.85	5,445.31
**TOTAL	Non-Operating Revenue	1,936.86	24,554.69	30,000.00	81.85	5,445.31
***TOTAL	GENERAL CORPORATE FUND	698,740.09	6,885,211.41	7,516,455.00	91.60	631,243.59

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33
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REVENUE REPORT FOR FEBRUARY, 2011

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	143,867.76	1,571,683.19	1,940,408.00	81.00	368,724.81
**TOTAL	Operating Revenue	143,867.76	1,571,683.19	1,940,408.00	81.00	368,724.81
<u>Non-Operating Revenue</u>						
02-3100	Other Income	246.59	2,559.20	11,197.00	22.86	8,637.80
02-3200	Charges & Fees	0.00	2,400.00	1,500.00	160.00	-900.00
**TOTAL	Non-Operating Revenue	246.59	4,959.20	12,697.00	39.06	7,737.80
***TOTAL	WATER FUND	144,114.35	1,576,642.39	1,953,105.00	80.72	376,462.61
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	1,755.41	53,904.22	72,000.00	74.87	18,095.78
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	1,755.41	53,904.22	72,000.00	74.87	18,095.78
<u>Non-Operating Revenue</u>						
03-3100	Other Income	2.16	17.48	10.00	174.80	-7.48
**TOTAL	Non-Operating Revenue	2.16	17.48	10.00	174.80	-7.48
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	1,757.57	53,921.70	72,010.00	74.88	18,088.30
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	20,891.57	239,697.93	214,800.00	111.59	-24,897.93
**TOTAL	Operating Revenue	20,891.57	239,697.93	214,800.00	111.59	-24,897.93
<u>Non-Operating Revenue</u>						
04-3100	Other Income	12.06	182.95	100.00	182.95	-82.95
**TOTAL	Non-Operating Revenue	12.06	182.95	100.00	182.95	-82.95
***TOTAL	MOTOR FUEL TAX FUND	20,903.63	239,880.88	214,900.00	111.62	-24,980.88

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33

RUN: 03/09/11 11:25AM

REVENUE REPORT FOR FEBRUARY, 2011

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	0.00	722,053.25	0.00	0.00	-722,053.25
**TOTAL	Operating Revenue	0.00	722,053.25	0.00	0.00	-722,053.25
<u>Non-Operating Revenue</u>						
05-3100	Other Income	50.33	167.77	0.00	0.00	-167.77
**TOTAL	Non-Operating Revenue	50.33	167.77	0.00	0.00	-167.77
***TOTAL	T I F SPECIAL REVENUE FUND	50.33	722,221.02	0.00	0.00	-722,221.02
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	312,037.49	319,040.00	97.81	7,002.51
**TOTAL	Operating Revenue	0.00	312,037.49	319,040.00	97.81	7,002.51
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	0.00	99.92	0.00	0.00	-99.92
**TOTAL	Non-Operating Revenue	0.00	99.92	0.00	0.00	-99.92
***TOTAL	SSA ONE BOND FUND	0.00	312,137.41	319,040.00	97.84	6,902.59
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	42,472.24	475,679.59	552,139.00	86.15	76,459.41
07-1180	Other Revenue	15,274.15	161,841.73	210,000.00	77.07	48,158.27
**TOTAL	Operating Revenue	57,746.39	637,521.32	762,139.00	83.65	124,617.68
<u>Non-Operating Revenue</u>						
07-3100	Other Income	-78,139.06	732,398.40	350,000.00	209.26	-382,398.40
**TOTAL	Non-Operating Revenue	-78,139.06	732,398.40	350,000.00	209.26	-382,398.40
***TOTAL	POLICE PENSION FUND	-20,392.67	1,369,919.72	1,112,139.00	123.18	-257,780.72
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33

RUN: 03/09/11 11:25AM

REVENUE REPORT FOR FEBRUARY, 2011

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
	<u>Non-Operating Revenue</u>					
08-3000	Non-Operating Revenue	14.86	115.35	250.00	46.14	134.65
**TOTAL	Non-Operating Revenue	14.86	115.35	250.00	46.14	134.65
***TOTAL	SSA ONE PROJECT FUND	14.86	115.35	250.00	46.14	134.65
	<u>WATER CAPITAL IMPROVEMENTS FUND</u>					
	<u>Operating Revenue</u>					
09-1000	Operating Revenue	0.00	0.00	34,100.00	0.00	34,100.00
**TOTAL	Operating Revenue	0.00	0.00	34,100.00	0.00	34,100.00
	<u>Non-Operating Revenue</u>					
09-3000	Non-Operating Revenue	12.55	171.67	400.00	42.92	228.33
**TOTAL	Non-Operating Revenue	12.55	171.67	400.00	42.92	228.33
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	12.55	171.67	34,500.00	0.50	34,328.33
	<u>CAPITAL PROJECT FUND</u>					
	<u>Operating Revenue</u>					
10-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
	<u>Non-Operating Revenue</u>					
10-3000	Non-Operating Revenue	63.21	626.32	4,000.00	15.66	3,373.68
**TOTAL	Non-Operating Revenue	63.21	626.32	4,000.00	15.66	3,373.68
***TOTAL	CAPITAL PROJECT FUND	63.21	626.32	4,000.00	15.66	3,373.68
	<u>2008 BOND FUND</u>					
	<u>Operating Revenue</u>					
11-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
	<u>Non-Operating Revenue</u>					
11-3000	Non-Operating Revenue	0.00	159,902.83	159,744.00	100.10	-158.83
**TOTAL	Non-Operating Revenue	0.00	159,902.83	159,744.00	100.10	-158.83
***TOTAL	2008 BOND FUND	0.00	159,902.83	159,744.00	100.10	-158.83

VILLAGE OF WILLOWBROOK
 REVENUE REPORT FOR FEBRUARY, 2011
 RECAP BY FUND

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>FUND SUMMARY</u>						
1	GENERAL CORPORATE	698,740.09	6,885,211.41	7,516,455.00	91.60	631,243.59
2	WATER	144,114.35	1,576,642.39	1,953,105.00	80.72	376,462.61
3	HOTEL/MOTEL TAX	1,757.57	53,921.70	72,010.00	74.88	18,088.30
4	MOTOR FUEL TAX	20,903.63	239,880.88	214,900.00	111.62	-24,980.88
5	T I F SPECIAL REVENUE	50.33	722,221.02	0.00	0.00	-722,221.02
6	SSA ONE BOND & INTEREST	0.00	312,137.41	319,040.00	97.84	6,902.59
7	POLICE PENSION	-20,392.67	1,369,919.72	1,112,139.00	123.18	-257,780.72
8	SSA ONE PROJECT	14.86	115.35	250.00	46.14	134.65
9	WATER CAPITAL IMPROVEMENTS	12.55	171.67	34,500.00	0.50	34,328.33
10	CAPITAL PROJECT	63.21	626.32	4,000.00	15.66	3,373.68
11	2008 BOND	0.00	159,902.83	159,744.00	100.10	-158.83
	TOTALS ALL FUNDS	845,263.92	11,320,750.70	11,386,143.00	99.43	65,392.30

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD & CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	1,000.58	27,519.97	70.02	39,304.00	11,784.03	35.01	78,608.00
01-05-420-3	COMMUNITY RELATIONS	0.00	9,220.48	1,844.10	500.00	-8,720.48	922.05	1,000.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	1,000.58	36,740.45	92.30	39,804.00	3,063.55	46.15	79,608.00
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	0.00	2,859.74	22.43	12,750.00	9,890.26	11.21	25,500.00
01-07-440-5	OTHER	0.00	8,972.00	85.45	10,500.00	1,528.00	42.72	21,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	0.00	11,831.74	50.89	23,250.00	11,418.26	25.44	46,500.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	16,175.65	491,482.68	110.38	445,256.00	-46,226.68	55.19	890,512.00
01-10-460-3	DATA PROCESSING	144.85	5,066.46	129.91	3,900.00	-1,166.46	64.95	7,800.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	9,711.79	46,570.45	99.34	46,880.00	309.55	49.67	93,760.00
01-10-470-2	LEGAL SERVICES	7,735.10	80,652.83	53.77	150,000.00	69,347.17	26.88	300,000.00
01-10-471-2	FINANCIAL AUDIT	7,935.00	38,333.50	34.85	110,000.00	71,666.50	17.42	220,000.00
01-10-475-3	COMMUNITY RELATIONS	131.47	3,702.23	70.38	5,260.00	1,557.77	35.19	10,520.00
01-10-480-2	RISK MANAGEMENT	2,704.87	210,576.87	102.84	204,762.00	-5,814.87	51.42	409,524.00
01-10-485-6	CAPITAL IMPROVEMENTS	926.58	4,389.51	58.72	7,475.00	3,085.49	29.36	14,950.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	45,465.31	880,774.53	90.47	973,533.00	92,758.47	45.24	1,947,066.00
<u>PLANNING & ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	2,914.89	34,544.02	78.42	44,048.00	9,503.98	39.21	88,096.00
01-15-515-4	DATA PROCESSING	0.00	2,425.00	97.00	2,500.00	75.00	48.50	5,000.00
01-15-520-2	ENGINEERING	2,587.20	62,719.22	95.75	65,500.00	2,780.78	47.88	131,000.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	621.84	121.22	513.00	-108.84	60.67	1,025.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	5,502.09	100,310.08	87.18	115,061.00	14,750.92	43.59	230,121.00
<u>PARKS & RECREATION DEPT</u>								
01-20-550-3	ADMINISTRATION	5,081.62	73,022.02	78.74	92,735.00	19,712.98	39.37	185,470.00
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	25.00	53,590.34	67.52	79,365.00	25,774.66	33.76	158,730.00
01-20-570-4	MAINTENANCE	0.00	26,907.97	76.48	35,185.00	8,277.03	38.24	70,370.00
01-20-575-5	SUMMER PROGRAM	331.39	9,622.27	57.63	16,698.00	7,075.73	28.81	33,396.00
01-20-580-5	FALL PROGRAM	180.00	5,493.48	71.34	7,700.00	2,206.52	35.67	15,400.00
01-20-585-5	WINTER PROGRAM	1,834.00	7,384.46	59.74	12,360.00	4,975.54	29.87	24,720.00
01-20-590-5	SPECIAL RECREATION SERVICES	0.00	33,529.92	67.74	49,500.00	15,970.08	33.87	99,000.00
01-20-595-6	CAPITAL IMPROVEMENTS	0.00	56,950.44	100.53	56,650.00	-300.44	50.27	113,300.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	7,452.01	266,500.90	75.56	352,693.00	86,192.10	37.78	705,386.00
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	8,021.48	239,057.97	87.68	272,642.00	33,584.03	43.84	545,284.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	553,708.47	6,074,184.34	83.10	7,309,735.00	1,235,550.66	41.55	14,619,468.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR FEBRUARY, 2011

WATER FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER DEPARTMENT</u>							
02-50-401-4	ADMINISTRATION	20,636.62	239,327.99	84.69	282,594.00	43,266.01	42.34	565,188.00
02-50-405-2	ENGINEERING	0.00	0.00	0.00	5,150.00	5,150.00	0.00	10,300.00
02-50-410-5	INTERFUND TRANSFERS	35,237.94	397,060.13	79.15	501,636.00	104,575.87	39.58	1,003,272.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02-50-417-4	EDP	0.00	10,227.00	69.81	14,650.00	4,423.00	34.90	29,300.00
02-50-420-5	WATER PRODUCTION	63,364.86	675,875.01	81.78	826,478.00	150,602.99	40.89	1,652,956.00
02-50-425-4	WATER STORAGE	493.65	4,963.74	86.33	5,750.00	786.26	43.16	11,500.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	13,003.17	78,756.98	127.02	62,005.00	-16,751.98	63.51	124,010.00
02-50-435-4	METERS & BILLING	298.53	3,914.11	22.88	17,110.00	13,195.89	11.44	34,220.00
02-50-440-6	CAPITAL IMPROVEMENTS	0.00	7,954.10	26.69	29,805.00	21,850.90	13.34	59,610.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	164,240.00	100.00	164,240.00	0.00	50.00	328,480.00
**TOTAL	WATER DEPARTMENT	133,034.77	1,582,319.06	82.87	1,909,418.00	327,098.94	41.43	3,818,836.00
***TOTAL	WATER FUND	133,034.77	1,582,319.06	82.87	1,909,418.00	327,098.94	41.43	3,818,836.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 HOTEL/MOTEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	1,000.00	10,901.76	75.18	14,500.00	3,598.24	37.59	29,000.00
03-53-435-3	PUBLIC RELATIONS & PROMOTION	1,366.77	21,348.39	40.28	53,000.00	31,651.61	20.14	106,000.00
03-53-436-3	SPECIAL EVENTS	1,425.00	1,646.26	36.58	4,500.00	2,853.74	18.29	9,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	3,791.77	33,896.41	47.08	72,000.00	38,103.59	23.54	144,000.00
***TOTAL	HOTEL/MOTEL TAX FUND	3,791.77	33,896.41	47.08	72,000.00	38,103.59	23.54	144,000.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 MOTOR FUEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	0.00	196,254.83	90.03	218,000.00	21,745.17	45.01	436,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	0.00	196,254.83	90.03	218,000.00	21,745.17	45.01	436,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	196,254.83	90.03	218,000.00	21,745.17	45.01	436,000.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 T I F SPECIAL REVENUE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	0.00	97,958.81	0.00	0.00	-97,958.81	0.00	0.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	623,047.82	0.00	0.00	-623,047.82	0.00	0.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	T I F SPECIAL REVENUE FUND	0.00	721,006.63	0.00	0.00	-721,006.63	0.00	0.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 SSA ONE BOND FUND

PRCT. OF YR: 83.33
 RUN: 03/09/11 10:05AM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>SSA BOND</u>							
06-60-550-4	DEBT SERVICE	0.00	319,040.00	100.00	319,040.00	0.00	50.00	638,080.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	319,040.00	100.00	319,040.00	0.00	50.00	638,080.00
***TOTAL	SSA ONE BOND FUND	0.00	319,040.00	100.00	319,040.00	0.00	50.00	638,080.00

PRCT. OF YR: 83.33
RUN: 03/09/11 10:05AM

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR FEBRUARY, 2011
POLICE PENSION FUND

PAGE: 9

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	30,801.66	296,182.81	79.69	371,663.00	75,480.19	0.00	0.00
***TOTAL	POLICE PENSION FUND	30,801.66	296,182.81	79.69	371,663.00	75,480.19	0.00	0.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 SSA ONE PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>BUILDING AND ZONING DEPT</u>							
08-40-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BUILDING AND ZONING DEPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<u>SSA ONE PROJECT</u>							
08-63-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08-63-445-6	PUBLIC IMPROVEMENTS	0.00	0.00	0.00	51,657.00	51,657.00	0.00	103,314.00
08-63-555-7	SSA ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA ONE PROJECT	0.00	0.00	0.00	51,657.00	51,657.00	0.00	103,314.00
***TOTAL	SSA ONE PROJECT FUND	0.00	0.00	0.00	51,657.00	51,657.00	0.00	103,314.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 WATER CAPITAL IMPROVEMENTS FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER CAPITAL IMPROVEMENTS</u>								
09-65-405-2	WATER CAPITAL IMPROV FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-440-6	CAPITAL IMPROVEMENTS	0.00	17,166.50	49.05	35,000.00	17,833.50	24.52	70,000.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	0.00	17,166.50	49.05	35,000.00	17,833.50	24.52	70,000.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	17,166.50	49.05	35,000.00	17,833.50	24.52	70,000.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2011
 CAPITAL PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>CAPITAL PROJECTS</u>								
10-68-430-5	CAPITAL PROJECTS FUND	0.00	108,625.76	100.00	108,626.00	0.24	50.00	217,252.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	0.00	9,853.53	98.54	10,000.00	146.47	49.27	20,000.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	428.00	0.00	0.00	-428.00	0.00	0.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	0.00	118,907.29	100.24	118,626.00	-281.29	50.12	237,252.00
***TOTAL	CAPITAL PROJECT FUND	0.00	118,907.29	100.24	118,626.00	-281.29	50.12	237,252.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR FEBRUARY, 2011
2008 BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
***TOTAL	2008 BOND FUND	0.00	159,743.76	100.00	159,744.00	0.24	50.00	319,488.00
<u>FUND SUMMARY</u>								
1	GENERAL CORPORATE	553,708.47	6,074,184.34	83.10	7,309,735.00	1,235,550.66	41.55	14,619,468.00
2	WATER	133,034.77	1,582,319.06	82.87	1,909,418.00	327,098.94	41.43	3,818,836.00
3	HOTEL/MOTEL TAX	3,791.77	33,896.41	47.08	72,000.00	38,103.59	23.54	144,000.00
4	MOTOR FUEL TAX	0.00	196,254.83	90.03	218,000.00	21,745.17	45.01	436,000.00
5	T I F SPECIAL REVENUE	0.00	721,006.63	0.00	0.00	-721,006.63	0.00	0.00
6	SSA ONE BOND & INTEREST	0.00	319,040.00	100.00	319,040.00	0.00	50.00	638,080.00
7	POLICE PENSION	30,801.66	296,182.81	79.69	371,663.00	75,480.19	0.00	0.00
8	SSA ONE PROJECT	0.00	0.00	0.00	51,657.00	51,657.00	0.00	103,314.00
9	WATER CAPITAL IMPROVEMENTS	0.00	17,166.50	49.05	35,000.00	17,833.50	24.52	70,000.00
10	CAPITAL PROJECT	0.00	118,907.29	100.24	118,626.00	-281.29	50.12	237,252.00
11	2008 BOND	0.00	159,743.76	100.00	159,744.00	0.24	50.00	319,488.00
	TOTALS ALL FUNDS	721,336.67	9,518,701.63	90.10	10,564,883.00	1,046,181.37	46.69	20,386,438.00

**VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
MUNICIPAL SALES AND USE TAXES**

MONTH DIST	SALE MADE	FISCAL YEAR				
		06-07	07-08	08-09	09-10	10-11
MAY	FEB	\$182,680	\$196,248	\$230,603	\$216,102	\$223,555
JUNE	MAR	\$211,605	\$212,513	\$254,996	\$252,558	\$281,024
JULY	APR	\$244,002	\$218,275	\$250,123	\$239,611	\$259,844
AUG	MAY	\$260,808	\$256,375	\$303,260	\$278,006	\$284,173
SEPT	JUNE	\$254,830	\$270,220	\$294,396	\$284,544	\$314,663
OCT	JULY	\$236,588	\$231,584	\$277,421	\$269,750	\$276,383
NOV	AUG	\$232,607	\$231,838	\$265,822	\$267,033	\$279,375
DEC	SEPT	\$238,039	\$229,820	\$263,557	\$253,713	\$260,636
JAN	OCT	\$215,032	\$233,691	\$238,194	\$236,393	\$273,809
FEB	NOV	\$234,989	\$258,730	\$290,210	\$253,516	\$290,009
MARCH	DEC	\$279,998	\$344,175	\$313,051	\$339,352	
APRIL	JAN	\$207,236	\$224,731	\$216,559	\$193,834	
TOTAL		\$2,798,415	\$2,908,200	\$3,198,192	\$3,084,413	\$2,743,472
MONTHLY AVG		\$233,201	\$242,350	\$266,516	\$257,034	\$274,347

YEAR TO DATE LAST YEAR : \$2,551,227
 YEAR TO DATE THIS YEAR : \$2,743,472
 DIFFERENCE : \$192,245

PERCENTAGE OF INCREASE : 7.54%

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$3,121,250
 PERCENTAGE OF YEAR COMPLETED : 83.33%
 PERCENTAGE OF REVENUE TO DATE : 87.90%
 PROJECTION OF ANNUAL REVENUE : \$3,316,836
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$195,586
 EST. PERCENT DIFF ACTUAL TO BUDGET 6.3%

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

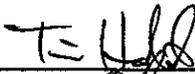
ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE FERTILIZATION SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE

AGENDA NO. 4e

AGENDA DATE: 03/14/11

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: 

LEGAL REVIEW: William Hennessy

SIGNATURE: 

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES on 2/14/11 NO N/A

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

Spring Green Lawn and Tree Care currently provides landscape fertilization and herbicide treatment services to the Village in the form of fertilization and weed control through six (6) annual applications on parks, rights-of-ways, and the other Village owned facilities (e.g., Village Hall, pump house, water towers). Staff is very pleased with the quality of services currently provided by Spring Green and the resulting turf management aspects of our parks and rights-of-ways. The following is a history of the contract prices charged to the Village by Spring-Green since they were awarded this maintenance contract in 2007:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2007-2008	Spring-Green Lawn & Tree	\$21,494.00	-
FY 2008 -2009	Spring-Green Lawn & Tree	\$22,568.70	+5%
FY 2009-2010	Spring-Green Lawn & Tree	\$22,568.70	0%
FY 2010-2011	Spring-Green Lawn & Tree	\$22,568.70	0%

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

Spring-Green has again offered to maintain the same contract price for a third straight year in order to keep the Village contract for this work.

The Municipal Services Committee has discussed this item at their regular meeting on February 14, 2011 and recommends that the Village Board approve a contract extension with Spring Green with no increase in price.

Therefore, staff recommends that the competitive bidding process be waived and that a one-year contract extension be awarded to Spring Green Lawn and Tree Care at the same price as the 2010 season.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 11-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE FERTILIZATION SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Spring Green Lawn and Tree Care, for the purposes of providing landscape fertilization services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Spring Green Lawn and Tree Care, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Spring Green Lawn and Tree Care providing landscape fertilization services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 14th day of March, 2011.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT made and entered into this 14 day of March, 2011, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 10-R-15, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Spring Green Lawn and Tree Care for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2010, to April 30, 2011, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2011, to April 30, 2012, with the total amount not to exceed \$22,568.70; and,

WHEREAS, Spring Green Lawn and Tree Care has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$22,568.70, as agreed to by a letter to the Village dated February 8, 2011, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Spring Green Lawn and Tree Care hereby extend the term of the Contract for the period from May 1, 2011, to April 30, 2012, with the total cost amount not to exceed \$22,568.70.

Section 3. Notwithstanding anything to the contrary, Spring Green Lawn and Tree Care hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2011, to April 30, 2012, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois
Municipal Corporation,

By: _____
Village President

ATTEST:

Village Clerk

Spring Green Lawn and Tree Care

By: Armand D'Agostino
Its: COMMERCIAL SALES MGR

ATTEST:

Kurt J. Miller

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
LANDSCAPE FERTILIZATION SERVICES FOR VILLAGE PARKS & ROADSIDE
RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

CONTRACT PERIOD: MAY 1, 2010 - APRIL 30, 2011

BIDDER: SPRING GREEN LAWN CARE, 11927 SPAULDING SCHOOL DRIVE,
PLAINFIELD, IL 60544

APPROXIMATELY FIFTY-SEVEN (57) PAGES

RESOLUTION NO. 10-R- 15

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE FERTILIZATION SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Spring Green Lawn and Tree Care, for the purposes of providing landscape fertilization services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Spring Green Lawn and Tree Care, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Spring Green Lawn and Tree Care providing landscape fertilization services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 12th day of April, 2010.

APPROVED:

Robert A. Napoli
Village President

ATTEST:

Leroy Hansen
Village Clerk

ROLL CALL VOTE:

AYES: 5 - BAKER, KELLY, MISTELE, O'CONNOR, SCHWENBECK

NAYS: 0 NONE

ABSTENTIONS: 0 NONE

ABSENT: 0 NONE

AGREEMENT

THIS AGREEMENT made and entered into this 12 day of April, 2010, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 09-R-10, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Spring Green Lawn and Tree Care for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2009, to April 30, 2010, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2010, to April 30, 2011, with the total amount not to exceed \$22,568.70; and,

WHEREAS, Spring Green Lawn and Tree Care has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$22,568.70, as agreed to by a letter to the Village dated February 25, 2010, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Spring Green Lawn and Tree Care hereby extend the term of the Contract for the period from May 1, 2010, to April 30, 2011, with the total cost amount not to exceed \$22,568.70.

Section 3. Notwithstanding anything to the contrary, Spring Green Lawn and Tree Care hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2010, to April 30, 2011, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois
Municipal Corporation,

By: Robert A. Napoli
Village President

ATTEST:

Leroy Hanson
Village Clerk

Spring Green Lawn and Tree Care

By: Armand D'Agostino
Its: COMMERCIAL SALES MGR

ATTEST:

Kurt J. [Signature]

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
LANDSCAPE FERTILIZATION SERVICES FOR VILLAGE PARKS & ROADSIDE
RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

CONTRACT PERIOD: MAY 1, 2009 - APRIL 30, 2010

BIDDER: SPRING GREEN LAWN CARE, 11927 SPAULDING SCHOOL DRIVE,
PLAINFIELD, IL 60544

APPROXIMATELY FIFTY (50) PAGES

RESOLUTION NO. 09-R- 10

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT -- LANDSCAPE FERTILIZATION SERVICES -- BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Spring Green Lawn and Tree Care, for the purposes of providing landscape fertilization services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Spring Green Lawn and Tree Care, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Spring Green Lawn and Tree Care providing landscape fertilization services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 23rd day of March, 2009.

APPROVED:

Robert A. Napoli
Acting Village President

ATTEST:

Leroy Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Kelly, Mistele, Schoenbeck, O'CONNOR, MENALO

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

AGREEMENT

THIS AGREEMENT made and entered into this 23 day of March, 2009, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 08-R-14, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Spring Green Lawn and Tree Care for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2008, to April 30, 2009, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2009, to April 30, 2010, with the total amount not to exceed \$22,568.70; and,

WHEREAS, Spring Green Lawn and Tree Care has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$22,568.70, as agreed to by a letter to the Village dated March 10, 2009, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Spring Green Lawn and Tree Care hereby extend the term of the Contract for the period from May 1, 2009, to April 30, 2010, with the total cost amount not to exceed \$22,568.70.

Section 3. Notwithstanding anything to the contrary, Spring Green Lawn and Tree Care hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2009, to April 30, 2010, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: Robert A. Napoli
Acting Village President

ATTEST:

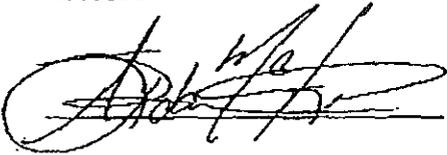
Leroy R. Benson
Village Clerk

Spring Green Lawn and Tree Care

By Armand DiAgostino

Its: COMMERCIAL SALES MGR

ATTEST:

A handwritten signature in black ink, appearing to be "A. DiAgostino", written over a horizontal line.

RESOLUTION NO. 08-R- 14

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - LANDSCAPE FERTILIZATION SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Spring Green Lawn and Tree Care, for the purposes of providing landscape fertilization services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Spring Green Lawn and Tree Care, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Spring Green Lawn and Tree Care providing landscape fertilization services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 24th day of March, 2008.

APPROVED:

Robert A. Napoli
Village President *PRO TEM*

ATTEST:

Leroy R. Hansen
Village Clerk

ROLL CALL VOTE:

AYES: BAKER, MISTELE, BROWN, NAPOLI, SCHWENBECK, McMAHON

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

AGREEMENT

THIS AGREEMENT made and entered into this 24 day of March, 2008, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

W I T N E S S E T H:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 07-R-10, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Spring Green Lawn and Tree Care for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2007, to April 30, 2008, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2008, to April 30, 2009, with the total amount not to exceed \$22,568.70; and,

WHEREAS, Spring Green Lawn and Tree Care has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$22,568.70, as agreed to by a letter to

the Village dated February 28, 2008, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Spring Green Lawn and Tree Care hereby extend the term of the Contract for the period from May 1, 2008, to April 30, 2009, with the total cost amount not to exceed \$22,568.70.

Section 3. Notwithstanding anything to the contrary, Spring Green Lawn and Tree Care hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2008, to April 30, 2009, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: Robert A. Napoli
Village President

ATTEST:

Lynn A. Hansen
Village Clerk

Spring Green Lawn and Tree Care

By: Armand D. Bostrom
Its: COMMERCIAL SALES MGR.

ATTEST:

Megan Malerowski

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
LANDSCAPE FERTILIZATION SERVICES FOR VILLAGE PARKS & ROADSIDE
RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES**

CONTRACT PERIOD: MAY 1, 2007 - APRIL 30, 2008

**BIDDER: SPRING GREEN LAWN CARE, 11927 SPAULDING SCHOOL DRIVE,
PLAINFIELD, IL 60544**

APPROXIMATELY THIRTY-SEVEN (37) PAGES

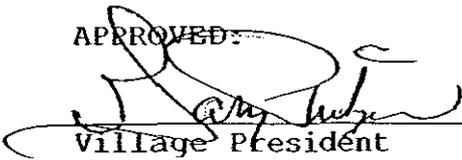
RESOLUTION NO. 07-R- 10

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - LANDSCAPE FERTILIZATION SERVICE - SPRING-GREEN LAWN CARE

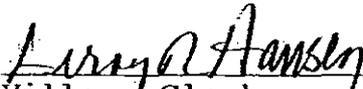
BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized to execute a certain contract, Spring-Green Lawn Care, for the 2007-2008 Landscape Fertilization Contract in an amount not to exceed \$21,494.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 26th day of March, 2007.

APPROVED:


Village President

ATTEST:


Village Clerk

ROLL CALL VOTE:

AYES: Mistele, Brown, Napoli, Schwenbeck, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: Baker

AFFIDAVIT

Customer 5326
Reference 1470 Fertilizer
Amount \$81.80

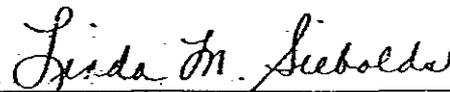
VILLAGE OF WILLOWBROOK
7760 QUINCY ST
WILLOWBROOK, IL 60521

Linda M. Siebolds, agent of Liberty Suburban Chicago Newspapers, HEREBY CERTIFIES that he/she is Legal Advertising Manager of Liberty Suburban Chicago Newspapers, that said Liberty Suburban Chicago Newspapers is a secular newspaper and has been published weekly in the Village of Willowbrook, in the county of DuPage in the state of Illinois, continuously for more than one year prior to, on and since the date of the first publication of the notice hereinafter referred to and is of general circulation throughout the county and the state.

That said agent hereby certifies that Liberty Suburban Chicago Newspapers is a newspaper as defined in Chapter 715 et seq. of the Illinois Revised Statutes.

That a notice, of which the annexed printed slip is a true copy, was published 1 (one) time in said Liberty Suburban Chicago Newspapers, namely, once each week for one successive week(s). The first publication of said notice as aforesaid was made in said newspaper dated and published on the 17th day of February A.D. 2007 and the last publication thereof was made in said newspaper dated and published on 17th day of February A.D. 2007.

IN WITNESS WHEREOF, the undersigned has caused this certification to be signed this 17th day of February A.D. 2007.



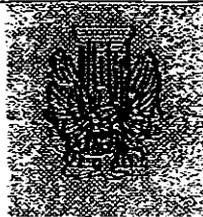
Linda M. Siebolds
Legal Advertising Manager
Liberty Suburban Chicago Newspapers

LEGAL NOTICE/PUBLIC NOTICE
REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **LANDSCAPE FERTILIZATION SERVICES**, in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527. Completed bids are to be submitted to the office of the Village of Willowbrook Village Hall no later than 10:15 am on March 5, 2007, when said bids will be opened and publicly read aloud. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.

February 17, 2007
Liberty Suburban Newspapers 1470 W

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Superior Lawns dba Spring-Green Lawn Care Corp. 11927 Spaulding School Drive Plainfield, IL. 60544

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto The Village of Willowbrook 7760 Quincy Street Willowbrook, IL. 60527

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the amount of bid

Dollars (5%).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Landscape Fertilization Services for Village Parks & Roadside Rights of Way, Medians, and Specified Facilities

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of March, 2007.

Sandra L Maki (Witness)

Superior Lawns dba Spring-Green Lawn Care Corp. (Principal) [Signature] (Title)

Nancy A Smith (Witness)

Travelers Casualty and Surety Company of America (Surety) [Signature] (Title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215996

Certificate No. 000378531

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William J. Kamm, Nancy Smith, Charles F. Biersborn, Jr., and Dolores Butcher

of the City of Medinah, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2006.



[Signature]
Marie C. Tetreault, Notary Public

SPECIFICATIONS AND CONTRACT DOCUMENTS

For

**LANDSCAPE FERTILIZATION SERVICES FOR VILLAGE PARKS & ROADSIDE
RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES**

Required For Use By:

VILLAGE OF WILLOWBROOK

Willowbrook, Illinois 60527

CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 16

**** MUST BE EXECUTED AND NOTARIZED ****

BIDS TO BE EXECUTED IN DUPLICATE

ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC

ALL INSURANCE REQUIREMENTS MUST BE MET

CONTRACT PERIOD: MAY 1, 2007 – APRIL 30, 2008

ACCOUNT NUMBER: _____

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

PERFORMANCE BOND(S) REQUIRED: YES (See Page 4)

DRAWINGS: NONE

BID OPENING - DATE/TIME/LOCATION: 10:15 AM CST March 5, 2007
WILLOWBROOK VILLAGE HALL
7760 Quincy Street
Willowbrook, Illinois 60527

Issued by: Administration Department
Village of Willowbrook, Illinois
7760 Quincy Street
Willowbrook, Illinois 60527
(630) 323-8215

Philip J. Modaff
Village Administrator

Sue Stanish
Director of Finance

BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item(s) listed. Bids will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until at the time(s) shown below, at which time they will be opened and publicly read aloud.

Bid Item: **Landscape Fertilization Services For Village Parks & Roadside Rights of Way, Medians, and Specified Facilities**

Bid Opening: **10:15 AM CST March 5, 2007**

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

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

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

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

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

I. GENERAL CONDITIONS

A. DEFINITIONS

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

A. BIDDER shall mean:

SPRING - GREEN LAWN CARE

11927 SPAULDING SCHOOL DR

PLAINFIELD, IL 60544

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

C. WITHDRAWAL OF PROPOSAL

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

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

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

E. BID DEPOSIT

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

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

F. SECURITY FOR PERFORMANCE

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

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

G. EQUIVALENT PRODUCTS

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

H. BASIS OF AWARD

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

I. ACCEPTANCE OF BID

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

J. CATALOGS

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

K. DELIVERY

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

L. GUARANTEES AND WARRANTEES

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

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

N. COMPETENCY OF BIDDER

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

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject

any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

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

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

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

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

P. SPECIAL HANDLING

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

Q. MATERIAL INSPECTION AND RESPONSIBILITY

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

R. TOXIC SUBSTANCES

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

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

S. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be

considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

T. TERMINATION OF CONTRACT

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

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

U. EQUAL EMPLOYMENT OPPORTUNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS

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

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

1. Comprehensive Form
2. Premises - Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Liability Coverage Included
7. Broad Form Property Damage - construction projects only.
8. Independent contractors
9. Personal Injury

COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE

\$1,000,000

PERSONAL INJURY PER OCCURRENCE

\$1,000,000

GENERAL AGGREGATE

\$2,000,000

Business Automobile Liability **COMBINED SINGLE LIMIT PER OCCURRENCE**
Any Auto, Owned, Non-Owned **FOR BODILY INJURY AND PROPERTY DAMAGE**
Rented/Borrowed **\$1,000,000**

Worker's Compensation and Occupational Diseases **STATUTORY LIMIT**

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

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

3. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

4. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

W. INSURANCE POLICY(S) ENDORSEMENT
SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

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

1. POLICY INFORMATION.

- A. Insurance Company TRANSCONTINENTAL INS. CO
- B. Policy Number TPE 2079996330
- C. Policy Term: (From) 12-1-06 (To) 12-1-07
- D. Endorsement Effective Date _____
- E. Named Insured SPRING-GREEN LAWN CARE

F. Address of Named Insured 11927 SPAULDING SCHOOL DR
PLAINFIELD, IL 60544

G. Limit of Liability Any One Occurrence/
Aggregate \$ 2,000,000

H. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ 500.00

2. **VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish 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 Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

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

3. **POLICY AMENDMENTS.**

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

A. **INSURED.**

(COMMERCIAL 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 Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

B. **CONTRIBUTION NOT REQUIRED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the

successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

C. 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.

D. SUBCONTRACTORS. (ALL COVERAGES)

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

E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. (COMMERCIAL 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.

F. 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.

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

H. 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.

I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)

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

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

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

Signature of: _____

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

Title: _____

Organization: _____

Address: _____

Phone: _____ Fax: _____

X. **INDEMNITY HOLD HARMLESS PROVISION**

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

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: _____

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.

(EXHIBIT A) IRMA -Section 4:06, Page 13

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

SPRING-GREEN LAWN CARE, as part of its bid on a
(Name of Contractor)

contract for LANDSCAPE FERTILIZATION 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: Armand D'Agostino
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

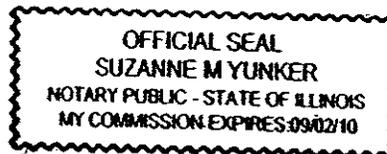
This 23rd day of

February, 20 07

MY COMMISSION EXPIRES:

9-7-10

Suzanne M Yunker
NOTARY PUBLIC



CONTRACT – Page One of Two

1. This agreement, made and entered into this _____ day of _____, 20____, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and _____
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, _____ agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: Leroy R. Hansen
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

By: _____
Secretary

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CONTRACT - Page Two of Two

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

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

B. LOCATION OF UTILITIES

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

C. TRAFFIC CONTROL AND PROTECTION

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

D. EXAMINATION OF SITE

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

E. ADDITIONAL WORK

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

F. PREVAILING WAGES

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

G. PROTECTION OF EXISTING FACILITIES

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

H. BIDDER'S RESPONSIBILITY

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

I. SITE CONDITION AND CLEAN-UP

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

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

J. TRESPASS ON LAND

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

K. COPIES OF DRAWINGS AND SPECIFICATIONS

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

L. PROTECTION OF PUBLIC

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the

opinion of the Village, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

M. GUARANTEE

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

N. PAYMENT

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

O. ACCEPTANCE

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

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III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. EXAMINATION OF SITE

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

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

B. MEETING BEFORE WORK BEGINS

It is mandatory that the Contractor meets with the Superintendent of Parks & Recreation and the Director of Municipal Services or their 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. PREVAILING WAGES

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

E. SUBLETTING CONTRACT

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

F. DEFAULT

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

G. SAFETY

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

H. WORKMANSHIP

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

I. PENALTY FOR NON-COMPLETION

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

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

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

J. SUPERVISION AND TRAINING

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

K. WORKING HOURS

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

L. TRESPASS ON LAND

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

M. COSTS

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

N. TRAFFIC CONTROL

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

O. PROTECTION OF EXISTING FACILITIES

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

P. ACCESSIBILITY OF CONTRACTOR

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls

or pages within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village. The Contractor must assign an English-speaking crew leader to monitor all work being performed within the Village. The Contractor shall update the Director of Municipal Services or his designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

Q. REFERENCES

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

R. BILLING & PAYMENT

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

S. RENEWAL AND EXTENSION

This Contract shall be in full force and effect from May 1, 2007 to and including April 30, 2008. At the sole discretion of the Village, this contract may be extended for not more than one (1) additional twelve (12) month period under the same terms and conditions.

T. EQUIPMENT CONDITION

All equipment will be kept in good, safe operating condition. All equipment will be kept in such a condition so that the gas/oil is not leaking.

U. ADDITIONS OR DELETIONS

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

V. REPORT OF WORK PERFORMED AND SCHEDULED

The Contractor shall, at a minimum of once per month during the period of providing services, submit a written report to the Director of Municipal Services in detailing the work that has been performed by the Contractor during the previous month.

W. SCOPE OF THE WORK

1. Village Parks

Work under this section shall include all scheduled fertilizing, broad leaf weed control and crabgrass weed control. All grass areas of the sites specified in this section shall be treated. Estimated acreage areas included in this section are as follows:

<u>PARK</u>	<u>ACRES</u>
Borse Memorial Community Park#	8.8
Midway Park	2.1
Creekside Park	5.1
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4
Waterford Park	4.3
Farmingdale Terrace Park	3.0
Willow Pond	3.0
Prairie Trail Park	5.0
Roger's Glen Park *	<u>1.5</u>

* includes both parkways on Roger's Farm Rd.

#- It should be noted that this area in the Community Park is equipped with an underground sprinkler system and that care must be used to prevent damage to that system. Total acreage for this section = 39.2

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

All grass areas of the sites specified in this section shall be treated. Work under this section shall include all scheduled fertilizing, broad leaf weed control and crabgrass weed control. Estimated acreage areas included in this section are as follows:

- A. Median areas and road side rights of ways on Route 83 from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive), will be mowed to a 2 1/2" to 3" height. 24.67 acres.
- B. 73rd Ct. Pump house site 3.37 acres
- C. Village Hall .30 acres

Total acreage for this section = 28.34

Fertilization & Weed Control

All applications of pesticide and fertilizer shall be scheduled with the Director of Municipal Services or his designee at least one week prior to spraying. The Village may at its discretion appoint an inspector to oversee the application. All products shall be liquid form except for planting beds, which will be applied in a granular form. All applications shall be applied in accordance with labels and manufacturers' recommendations and must be approved by the Village prior to application and scheduling. All Material Safety Data Sheets (MSDS) for the various chemicals being used within the Village must be supplied to the Village prior to their use. All employees of the Contractor who will be working with any chemicals (pesticides, fertilizers, etc.) must have all required certifications for such work and shall comply with all applicable federal, state, and local regulations.

The Contractor shall be responsible for the replacement of plant material killed off due to chemical application. Round up shall be used with extreme caution around planting beds and trees and applied only with applicator sticks.

The following application schedule and product list shall be followed:

Village Parks, Roadside Rights of Way, Medians, and Specified Facilities

APPLICATION #1 -MARCH-APRIL

Fertilization application with Crabgrass
Pre-emergent 19-3-7, Plus 0.86 Pre-M

APPLICATION #2 – MAY

Fertilization application with Crabgrass Booster
Pre-emergent, Broadleaf Weed Control
Formolene 30-0-0, Urea 45-0-0, Potassium
Chloride 0-0-62, Broadleaf Weed Control
Trimec 899, Pre-M 6WP

APPLICATION #3 -- JUNE

Fertilization application with Broadleaf Weed Control
And Grub Control, Formolene 30-0-0,
Urea 45-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899,
Merit 75 WSP

APPLICATION #4 – JULY - AUGUST

Fertilization application with Broadleaf Weed Control
Formolene 30-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899

APPLICATION #5 – SEPTEMBER - AUGUST

Fertilization application with Broadleaf Weed Control
Follow up with Grub Control as needed. 14-3-6 with 1% iron
Trimec 899, Dylox 80 Insecticide

APPLICATION #6 – NOVEMBER - DECEMBER

Dormant Fertilization application Urea 45-0-0

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2007 through April 30, 2008.

FERTILIZATION FOR VILLAGE PARKS

(Section III-W-1)

COST

APPLICATION #1 – MARCH-APRIL

Fertilization application with Crabgrass
Pre-emergent 19-3-7, Plus 0.86 Pre-M

\$ 2310.

APPLICATION #2 – MAY

Fertilization application with Crabgrass Booster
Pre-emergent, Broadleaf Weed Control
Formolene 30-0-0, Urea 45-0-0, Potassium
Chloride 0-0-62, Broadleaf Weed Control
Trimec 899, Pre-M 6WP

\$ 2373.

APPLICATION #3 – JUNE

Fertilization application with Broadleaf Weed Control
Grub Control, Formolene 30-0-0,
Urea 45-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899,
Merit 75 WSP

\$ 2730.

APPLICATION #4 – JULY – AUGUST

Fertilization application with Broadleaf Weed Control
Formolene 30-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899

\$ 1890.

APPLICATION #5 – SEPTEMBER – AUGUST

Fertilization application with Broadleaf Weed Control
Grub Control as needed. 14-3-6 with 1% iron
Trimec 899, Dylox 80 Insecticide

\$ 2730.

APPLICATION #6 – NOVEMBER – DECEMBER

Dormant Fertilization application Urea 45-0-0

\$ 557.

TOTAL COST FOR VILLAGE PARKS

\$ 12,590.00

FERTILIZATION FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES
(Section III-W-2)

COST

APPLICATION #1 - MARCH-APRIL

Fertilization application with Crabgrass
Pre-emergent 19-3-7, Plus 0.86 Pre-M

\$ 1764.

APPLICATION #2 - MAY

Fertilization application with Crabgrass Booster
Pre-emergent, Broadleaf Weed Control
Formolene 30-0-0, Urea 45-0-0, Potassium
Chloride 0-0-62, Broadleaf Weed Control
Trimec 899, Pre-M 6WP

\$ 1680.

APPLICATION #3 - JUNE

Fertilization application with Broadleaf Weed Control
Grub Control, Formolene 30-0-0,
Urea 45-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899, Merit 75 WSP

\$ 2205.

APPLICATION #4 - JULY - AUGUST

Fertilization application with Broadleaf Weed Control
Formolene 30-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899

\$ 1155.

APPLICATION #5 - SEPTEMBER - AUGUST

Fertilization application with Broadleaf Weed Control
Grub Control as needed 14-3-6 with 1% iron
Trimec 899, Dylox 80 Insecticide

\$ 1680.

APPLICATION #6 - NOVEMBER - DECEMBER

Dormant Fertilization application Urea 45-0-0

\$ 420.

**TOTAL COST FOR ROADSIDE RIGHTS OF WAY,
MEDIANS, AND SPECIFIED FACILITIES**

\$ 8904.00

GRAND TOTAL - VILLAGE PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

\$ 21,494.00

Village of Willowbrook
LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 OF 2

Rates for services listed for 2007-08 contract period will not increase more than 5 % for the 2008-09 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2008 and concluding April 30, 2009.

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

Company : SPRING-GREEN LAWN CARE

Address: 11927 SPAULDING SCHOOL DR
PLAINFIELD, IL 60544

Telephone No. 800-830-5914 Fax No. 815-436-8855

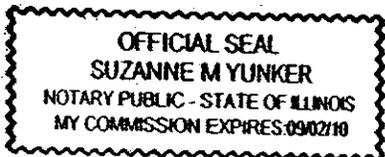
Signature: Armando DiAgostino

Name and Title: (Please Print) ARMANDO DIAGOSTINO - COMMERCIAL SALES

Date: 2-23-07

Subscribed and sworn before me this 23rd day of February, 2007

MY COMMISSION EXPIRES: 9-2-10



Suzanne M. Yunker
NOTARY PUBLIC

Spring-Green Commercial Division

References

- College of DuPage – Glen Ellyn (Valerie Mechelle 630-942-2574)
- Downers Grove Park District – Downers Grove (Len Fisher 630-963-1304)
- Village of Lisle – Lisle (Patti Huth 630-271-4134)
- Triton College – River Grove (Tony Torres 708-456-0300)
- Midwestern University – Oak Brook (Kevin McCormick 630-515-6053)
- Buffalo Grove Park District – Buffalo Grove (Steve Houde 847-459-2311)
- Village of Barrington – Barrington (Mike Syzmanski 847-381-7903)
- Hinsdale Central High School – (Jim Lewendowski)
- Hinsdale South High School – (Dean Balduff)
- Village of Willowbrook – (Tim Halik 630-323-8215)

CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate
<i>LAW SERVICE PROFESSIONAL</i>	<i>COMMISSION</i>

EQUIPMENT RATES

Make/Model	Hourly Rate
<i>DNA</i>	

SPRING-GREEN.

America's *Neighborhood* Lawn Care Team.

Spring-Green Lawn & Tree Care
11927 Spaulding School Drive, Plainfield, IL 60585
Phone 815-436-8350 800-830-5914
Fax 815-436-8855
www.spring-green.com

EXHIBIT "B"

February 28, 2008

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

Dear Tim:

Thank you for giving me the opportunity to perform the Village of Willowbrook turf program for the 2008 season. I have enjoyed working with you in the past and look forward to continuing our association.

This letter is to confirm that Spring Green Lawn & Tree Care agrees to extend its service contract for Fertilization services for the Village of Willowbrook at 5% above the 2007 bid price. Total cost for the service year beginning May 1, 2008 and ending on April 30, 2009 will be \$22,568.70.

Sincerely



Armand D'Agostino
Commercial Sales Manager

RECEIVED

MAR - 3 2008

VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.

Timothy Halik

From: Armand D'Agostino [Armand@spring-green.com]
Sent: Tuesday, March 10, 2009 11:26 AM
To: Timothy Halik
Subject: Spring-Green Lawn Care
Attachments: image001.jpg

Dear Tim,

Please accept this e-mail confirming that Spring-Green Lawn Care agrees to extend its service contract for fertilization services for the Village of Willowbrook at the same cost as the 2008 contract.

Sincerely,

Armand D'Agostino

Armand D'Agostino
Commercial Sales Manager
Spring-Green Lawn Care
800-830-5914
815-436-8855 fax
815-375-9441 cell
armand@spring-green.com
www.spring-green.com

SPRING-GREEN
Your Neighborhood Lawn Care Professional.

RECEIVED

MAR 10 2009

**VILLAGE OF WILLOWBROOK
BUILDING & ZONING DIVISION**

Timothy Halik

From: Armand D'Agostino [Armand@spring-green.com]
Sent: Thursday, February 25, 2010 3:13 PM
To: Timothy Halik
Subject: Spring-Green Lawn Care
Attachments: image001.jpg

Dear Tim,

Please accept this e-mail confirming that Spring-Green Lawn Care agrees to extend its service contract for fertilization services for the Village of Willowbrook at the same cost as the 2009 contract.

Sincerely,

Armand D'Agostino

Armand D'Agostino
Commercial Sales Manager
Spring-Green Lawn Care
800-830-5914
815-436-8855 fax
815-546-9425 cell
armand@spring-green.com
www.spring-green.com

SPRING-GREEN.

Your ~~Neighborhood~~ Lawn Care Professionals.

Tim Halik

From: Armand@spring-green.com
Sent: Tuesday, February 08, 2011 8:17 AM
To: Tim Halik
Subject: RE: Willowbrook Service Contract - FY 2011/12

Good morning Tim,

I hope you made it through the snow storm. We can extend the current price of \$22568.70 for both 2011/12. Please let me know if you need me to sign anything.

Thanks – Armand

From: Tim Halik [<mailto:THalik@willowbrook.il.us>]
Sent: Tuesday, February 08, 2011 7:49 AM
To: Armand D'Agostino
Subject: Willowbrook Service Contract - FY 2011/12

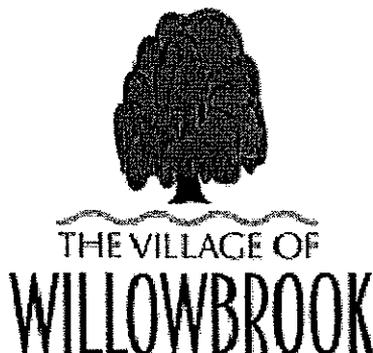
Armand –

We're currently working on our Fiscal Year 2011/12 maintenance contracts, which will begin on May 1, 2011, to determine whether we will need to go out to public bid. My records indicate that last year you agreed to extend your contact price of \$22,568.70 from the previous year. Please let me know what price you would be willing to offer for this coming year.

Thank you.

Tim Halik
Village Administrator
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

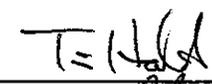
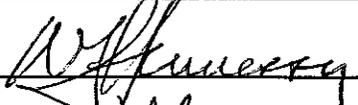
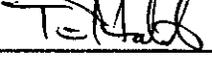
630.920.2237 office
630.920.2427 fax
thalik@willowbrook.il.us



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND FALCO'S LANDSCAPING	AGENDA NO. 4f AGENDA DATE: <u>03/14/11</u>
---	---

STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: 
LEGAL REVIEW: William Hennessy	SIGNATURE: 
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: 
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> on <u>2/14/11</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

Falco's Landscaping currently provides landscape maintenance services to the Village in the form of regular turf mowing, trimming, and planting bed maintenance for parks, rights-of-ways, and the other Village owned facilities (e.g., Village Hall, pump house, water towers). Staff is very pleased with the quality of services currently provided by Falco's and have invested a significant amount of time training their field crews on all areas of town which requires routine mowing and weed removal work. The following is a history of the contract prices charged to the Village by Falco's since they were initially awarded this contract in 2007:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2007-2008	Falco's Landscaping	\$43,458.10	-
FY 2008 -2009	Falco's Landscaping	\$45,631.00	+5%
FY 2009-2010	Falco's Landscaping	\$43,350.00	-5%
FY 2010-2011	Falco's Landscaping	\$43,350.00	0%

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

Staff has contacted Falco's to discuss a contract extension. Falco's has offered a two-year contract with a 2% price increase. The price increase requested is due to rising fuel costs. Therefore, the cost of the FY 2011/2012 season would be \$44,217, which reflects an \$867.00/yr. increase. The cost of the FY2012/2013 season would also be \$44,217, which reflects the same price (i.e., no increase from the previous year).

The Municipal Services Committee has discussed this item at their regular meeting on February 14, 2011 and recommends that the Village Board approve a contract extension with Falco's with a 2% price increase in the first year, with no increase in the year following . As such, staff would recommend that we waive the competitive bidding process and award a two-year contract to Falco's Landscaping.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 11-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING
THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT
– LANDSCAPE MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF
WILLOWBROOK AND FALCO'S LANDSCAPING

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Falco's Landscaping, for the purposes of providing landscape maintenance services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Falco's Landscaping, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Falco's Landscaping providing landscape maintenance services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 14th day of March, 2011.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AGREEMENT

THIS AGREEMENT made and entered into this 14 day of March, 2011, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Falco's Landscaping.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 09-R-11, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Falco's Landscaping for the purposes of providing landscape maintenance services to the Village of Willowbrook for the period from May 1, 2009, to April 30, 2011, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract for two years, from May 1, 2011, to April 30, 2013, with the total cost not to exceed \$44,217.00 per year; and,

WHEREAS, Falco's Landscaping has agreed to provide such services as set forth in the Contract for a cost amount not to exceed \$44,217.00 per year, as agreed to by a letter to the Village dated February 9, 2011, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Falco's Landscaping hereby extend the term of the Contract for the period from May 1, 2011, to April 30, 2013, with the cost amount not to exceed \$44,217.00 per year.

Section 3. Notwithstanding anything to the contrary, Falco's Landscaping hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2011, to April 30, 2012 and again for the subsequent period from May 1, 2012, to April 30, 2013, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: _____
Acting Village President

ATTEST:

Village Clerk

Falco's Landscaping

By: *Falconeri Rosar*
Its: PRESIDENT

ATTEST:

Diane Borowski

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

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

CONTRACT PERIOD: MAY 1, 2009 – APRIL 30, 2011

BIDDER: FALCO'S LANDSCAPING, 4 N 151 5TH AVENUE, ADDISON, IL 60101

APPROXIMATELY FIFTY-THREE (53) PAGES

RESOLUTION NO. 09-R- 11

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND FALCO'S LANDSCAPING

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Falco's Landscaping, for the purposes of providing landscape maintenance services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Falco's Landscaping, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Falco's Landscaping providing landscape maintenance services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 23rd day of March, 2009.

APPROVED:

Robert A. Napoli
Acting Village President

ATTEST:

Leroy R. Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Kelly, Mistale, Schoenbeck, O'Connor, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

AGREEMENT

THIS AGREEMENT made and entered into this 23 day of March, 2009, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Falco's Landscaping.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 08-R-19, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Falco's Landscaping for the purposes of providing landscape maintenance services to the Village of Willowbrook for the period from May 1, 2008, to April 30, 2009, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract for two years, from May 1, 2009, to April 30, 2011, with the total amount not to exceed \$43,350.00 per year; and,

WHEREAS, Falco's Landscaping has agreed to provide such services as set forth in the Contract for a cost amount not to exceed \$43,350.00 per year, as agreed to by a letter to the Village dated March 5, 2009, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Falco's Landscaping hereby extend the term of the Contract for the period from May 1, 2009, to April 30, 2011, with the cost amount not to exceed \$43,350.00 per year.

Section 3. Notwithstanding anything to the contrary, Falco's Landscaping hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2009, to April 30, 2010 and again for the subsequent period from May 1, 2010, to April 30, 2011, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first
above written.

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: Robert A. Napoli
Acting Village President

ATTEST:

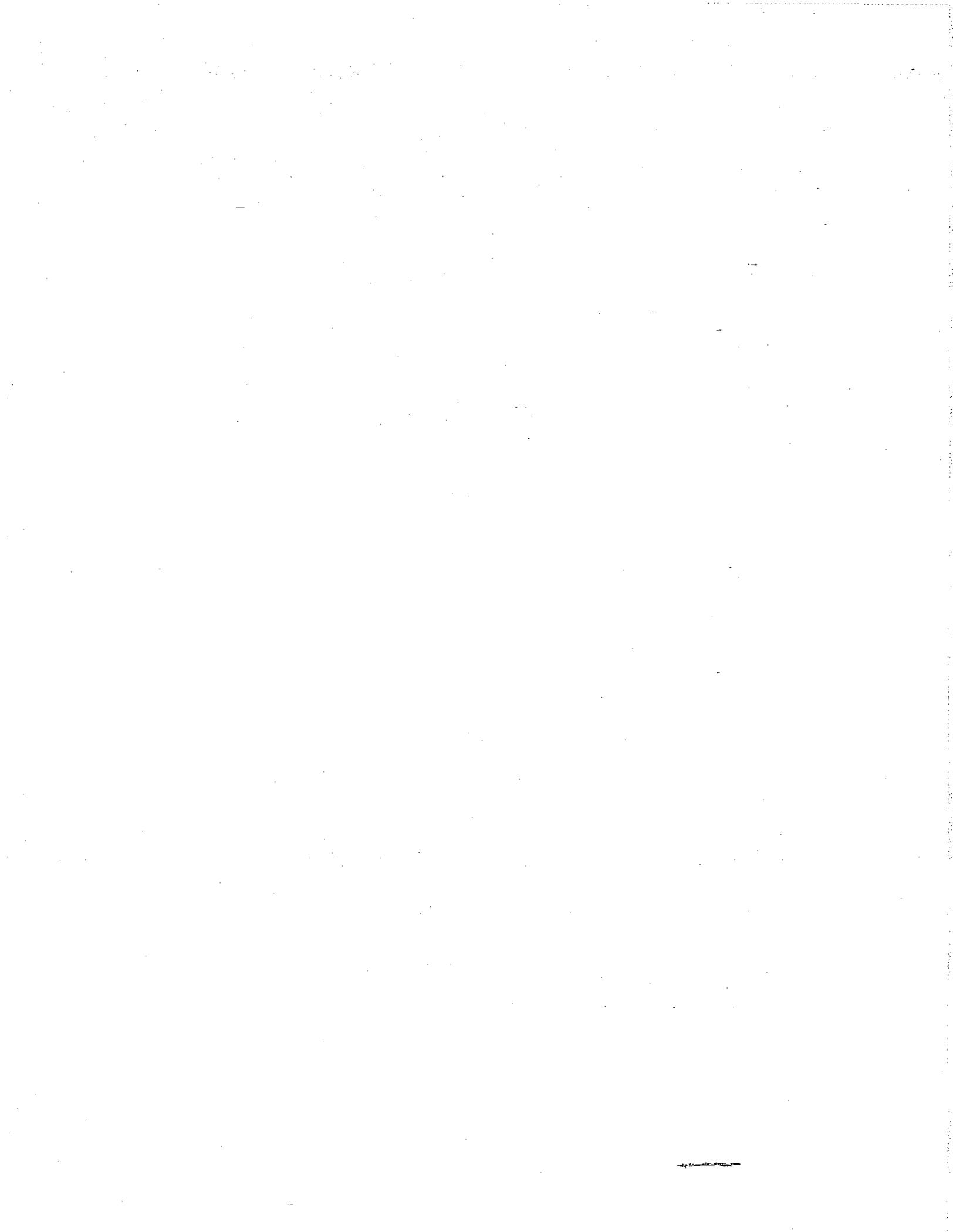
Leroy Hanson
Village Clerk

Falco's Landscaping

By: Falco Pasar
Its: PRESIDENT

ATTEST:

Jacquelyn Palade



RESOLUTION NO. 08-R-19

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - LANDSCAPE MAINTENANCE SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND FALCO'S LANDSCAPING

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Falco's Landscaping, for the purposes of providing landscape maintenance services to the Village of Willowbrook.

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

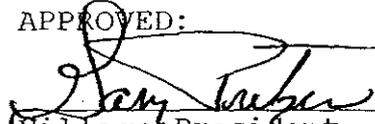
SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Falco's Landscaping, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Falco's Landscaping providing landscape maintenance services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 14th day of April, 2008.

APPROVED:


Village President

ATTEST:


Village Clerk

ROLL CALL VOTE: AYES: Baker, Mistele, Brown, Napoli, McMahon
NAYS: 0
ABSTENTIONS: 0
ABSENT: Schoenbeck

AGREEMENT

THIS AGREEMENT made and entered into this 14 day of April, 2008, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Falco's Landscaping.

W I T N E S S E T H:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 07-R-17, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Falco's Landscaping for the purposes of providing landscape maintenance services to the Village of Willowbrook for the period from May 1, 2007, to April 30, 2008, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2008, to April 30, 2009, with the total amount not to exceed \$45,631.00; and,

WHEREAS, Falco's Landscaping has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$45,631.00, as agreed to by a letter to the Village

dated March 26, 2008, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Falco's Landscaping hereby extend the term of the Contract for the period from May 1, 2008, to April 30, 2009, with the total cost amount not to exceed \$45,631.00.

Section 3. Notwithstanding anything to the contrary, Falco's Landscaping hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2008, to April 30, 2009, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: _____
Village President

ATTEST:

Village Clerk

Falco's Landscaping

By: Falconeris Rosas
Its: PRESIDENT

ATTEST:

Rajeev Khanna

State of Illinois)
County of Cook) SS

Subscribed and sworn to before me by
FALCONERIS ROSAS, this 9th day
of APRIL, 2008.

Rajeev Khanna
Notary Public

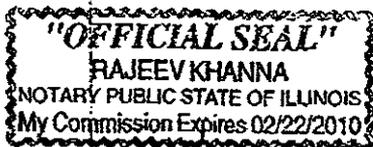


EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

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

CONTRACT PERIOD: MAY 1, 2007 - APRIL 30, 2008

BIDDER: FALCO'S LANDSCAPING, 4 N 151 5TH AVENUE, ADDISON, IL
60101

APPROXIMATELY THIRTY-SEVEN (37) PAGES

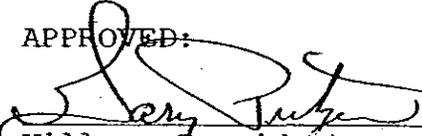
RESOLUTION NO. 07-R- 17

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - LANDSCAPE MAINTENANCE SERVICES - FALCO'S LANDSCAPING

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 to execute a certain contract, Falco's Landscaping, for the 2007-2008 Landscape Maintenance Contract in an amount not to exceed \$43,458.10, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

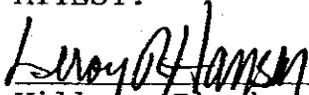
ADOPTED and APPROVED this 23rd day of April, 2007.

APPROVED:



Village President

ATTEST:



Village Clerk

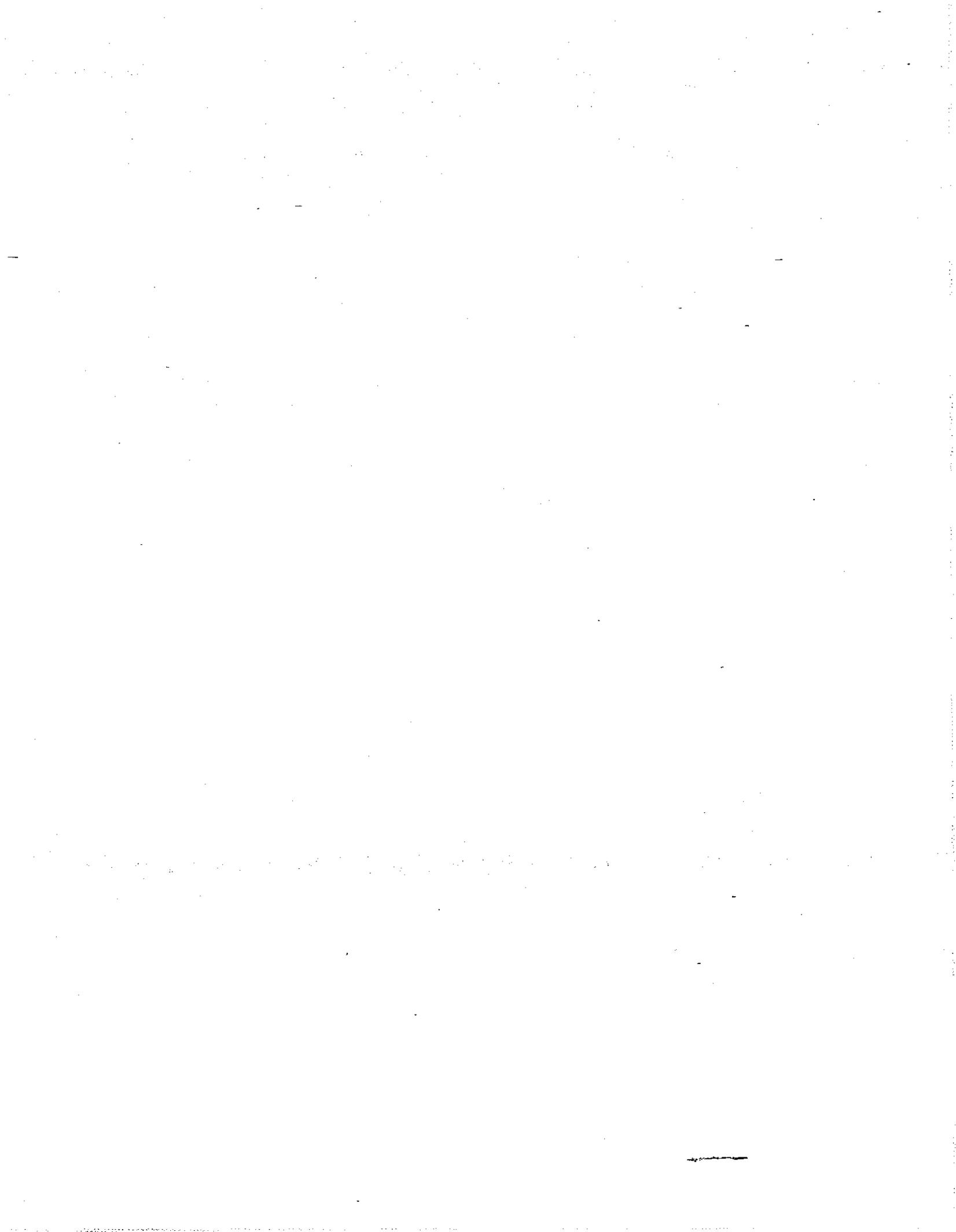
ROLL CALL VOTE:

AYES: Baker, Nistele, Brown, Napoli, Scherbeck, W-Mahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0



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

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527
March 5, 2007

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

CONTRACT PERIOD:	MAY 1, 2007 – APRIL 30, 2008
ACCOUNT NUMBER:	_____
BID DEPOSIT: <i>Certified Check, Bank Cashier's Check or Bid Bond</i>	5% of Bid Amount (See Page 4)
PERFORMANCE BOND(S) REQUIRED:	YES (See Page 4)
DRAWINGS:	None
BID OPENING – DATE/TIME/LOCATION:	10:00 AM CST April 16, 2007 WILLOWBROOK VILLAGE HALL 7760 Quincy Street Willowbrook, Illinois 60527

Issued by: Administration Department
Village of Willowbrook, Illinois
7760 Quincy Street
Willowbrook, Illinois 60527
(630) 323-8215

Philip J. Modaff
Village Administrator

Sue Stanish
Director of Finance

BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item(s) listed. Bids will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until at the time(s) shown below, at which time they will be opened and publicly read aloud.

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

Bid Opening: **10:00 AM CST April 16, 2007**

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

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

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

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

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

I. GENERAL CONDITIONS

A. DEFINITIONS

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

BIDDER shall mean:

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE.

ADDISON ILL. 60101

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

C. WITHDRAWAL OF PROPOSAL

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

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

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

E. BID DEPOSIT

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

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

F. SECURITY FOR PERFORMANCE

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

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

G. EQUIVALENT PRODUCTS

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

H. BASIS OF AWARD

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

I. ACCEPTANCE OF BID

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

J. CATALOGS

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

K. DELIVERY

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

L. GUARANTEES AND WARRANTEES

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

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

N. COMPETENCY OF BIDDER

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

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

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

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

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

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

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

P. SPECIAL HANDLING

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

Q. MATERIAL INSPECTION AND RESPONSIBILITY

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

R. TOXIC SUBSTANCES

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

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

S. PRICE REDUCTIONS

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

T. TERMINATION OF CONTRACT

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

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

U. EQUAL EMPLOYMENT OPPORTUNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

0. 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.
0. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.
0. 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.
0. 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.

0. 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.
0. 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.
0. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS

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

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

1. Comprehensive Form
2. Premises - Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Liability Coverage Included
7. Broad Form Property Damage - construction projects only.
8. Independent contractors
9. Personal Injury

**COMBINED SINGLE LIMIT PER OCCURRENCE
FOR BODILY INJURY AND PROPERTY DAMAGE
\$1,000,000**

**PERSONAL INJURY PER OCCURRENCE
\$1,000,000**

**GENERAL AGGREGATE
\$2,000,000**

Business Automobile Liability **COMBINED SINGLE LIMIT PER OCCURRENCE**
Any Auto, Owned, Non-Owned **FOR BODILY INJURY AND PROPERTY DAMAGE**
Rented/Borrowed **\$1,000,000**

Worker's Compensation and Occupational Diseases **STATUTORY LIMIT**

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

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement (Exhibit A); (2) if requested, Owners and Contractors Protective Liability policy with the Village

named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001, Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

3. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

4. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

W. INSURANCE POLICY(S) ENDORSEMENT
SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

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

1. POLICY INFORMATION.

- Insurance Company PEKIN INSURANCE COMPANY
- Policy Number CL0048732-0
- Policy Term: (From) 7-23-05 (To) 7-23-07
- Endorsement Effective Date 5-16-07
- Named Insured FALCO'S LANDSCAPING
- Address of Named Insured 41151 5TH AVENUE
ADDISON, IL 60101
- Limit of Liability Any One Occurrence/ 1 million
Aggregate \$ 2 million
- Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$

COMPLETE
INFORMATION WILL
BE PROVIDED IF
THE BID IS AWARDED.
THANK YOU.

2. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish 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 Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as

liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

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

3. POLICY AMENDMENTS.

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

A. INSURED.

(COMMERCIAL 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 Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

B. CONTRIBUTION NOT REQUIRED.

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

C. 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.

D. SUBCONTRACTORS. (ALL COVERAGES)

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

E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. (COMMERCIAL 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.

F. 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.

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)

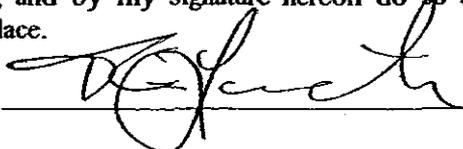
Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)

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

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

I, TIM LEVERICH (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: PRESIDENT / AGENT

Organization: HOMETOWNE INSURANCE SERVICES INC.

Address: 155 CHICAGO ROAD OSWEGO, IL 60543

Phone: 630-554-4040 Fax: 630-554-4040

X. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the

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S INFORMATION
TALCO'S LANDSCAPING
AWARD IT WITH
BID PROPOSAL
pk you.

successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: PELIU INSURANCE COMPANY

Name of Insured: FALCO'S LANDSCAPING

Policy Number: CLOD48732-0

Policy Period: 7-23-05 - 7-23-07

Endorsement Effective Date: 5-16-07

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

VILLAGE OF WILLOWBROOK, ITS EMPLOYEES AND OFFICERS AS ADDITIONAL INSURED.

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:

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

(EXHIBIT A) IRMA - Section 4:06, Page 13

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

FALCO'S LANDSCAPING INC

(Name of Contractor)

, as part of its bid on a

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

By:

Falconetti Rosa

Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 14th day of

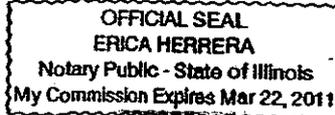
April, 20 07

MY COMMISSION EXPIRES:

3-22-11

Erica Herrera

NOTARY PUBLIC



CONTRACT - Page One of Two

1. This agreement, made and entered into this 16 day of APRIL 2007, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and _____
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, FALCO'S LANDSCAPING INC. agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: _____
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

FALCO'S LANDSCAPING INC

By: _____
Secretary

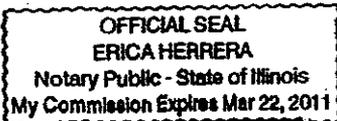
By: Falconeri
President

SUBSCRIBED AND SWORN BEFORE ME

This 14th day of April, 2007.

MY COMMISSION EXPIRES: 3-22-11

Erica Herrera
NOTARY PUBLIC



CONTRACT - Page Two of Two

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

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

B. LOCATION OF UTILITIES

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

C. TRAFFIC CONTROL AND PROTECTION

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

D. EXAMINATION OF SITE

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

E. ADDITIONAL WORK

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

F. PREVAILING WAGES

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

G. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the

satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

H. BIDDER'S RESPONSIBILITY

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

I. SITE CONDITION AND CLEAN-UP

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

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

J. TRESPASS ON LAND

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

K. COPIES OF DRAWINGS AND SPECIFICATIONS

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

L. PROTECTION OF PUBLIC

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

M. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract

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

N. PAYMENT

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

O. ACCEPTANCE

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

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III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. EXAMINATION OF SITE

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

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

B. MEETING BEFORE WORK BEGINS

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

C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

D. PREVAILING WAGES

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

E. SUBLETTING CONTRACT

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

F. DEFAULT

The contract may be canceled or annulled by the Village in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms.

Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the Village of Willowbrook, shall constitute contract default.

G. SAFETY

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

H. WORKMANSHIP

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

I. PENALTY FOR NON-COMPLETION

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

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

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

J. SUPERVISION AND TRAINING

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

K. WORKING HOURS

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

L. TRESPASS ON LAND

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

M. COSTS

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

N. TRAFFIC CONTROL

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

O. PROTECTION OF EXISTING FACILITIES

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

P. ACCESSIBILITY OF CONTRACTOR

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

Q. REFERENCES

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

R. BILLING & PAYMENT

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

S. RENEWAL AND EXTENSION

This Contract shall be in full force and effect from May 1, 2007 to and including April 30, 2008. At the sole discretion of the Village, this contract may be extended for not more than one (1) additional twelve (12) month period under the same terms and conditions.

T. SPECIFIC CONDITIONS FOR LANDSCAPE MAINTENANCE TRASH AND DEBRIS

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

U. EQUIPMENT CONDITION

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

V. FUEL/OILING

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

W. FINAL APPEARANCE

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

Y. ADDITIONS OR DELETIONS

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

Z. OPTIONAL WORK

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

AA. REPORT OF WORK PERFORMED AND SCHEDULED

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

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

All grass areas of the sites specified in this section shall be mowed and trimmed. Lawn mowing equipment must be mulching type, and the die shoots must be blocked or, if not mulching, a bag must be used. Mowing should be done so as to spread clippings evenly over the area. Otherwise grass clippings should be removed. Each mowing area should be completed in one day.

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

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

Mowing equipment shall be set at 2 1/2" at all times. Community Park game fields should be cut to a height of 2" when fields are in use. In all mowed areas included in this contract, care should be taken to lower the height of the cut so as not to put the turf under stress.

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

0. Village Parks

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

Grass should be mowed as provided in these specifications with the additional specification for game fields at Borse Memorial Community Park (defined as the softball fields and soccer field with an approximate area of 6.18 acres). Those game fields should be cut to a height of 2" when fields are in use (April through October), but taking care during times of extreme heat and/or lack of rain. It should be noted that this entire area is equipped with an underground sprinkler system and that care must be used to prevent damage to that system. Estimated acreage areas included for mowing and trimming are as follows:

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

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

* includes both parkways on
Roger's Farm Rd.

Total 39.2 acres

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

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

1. Median areas and road side rights of way on Route 83 from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive), will be mowed to a 2 1/2" to 3" height. 24.67 acres

2. 73rd Ct. Pump house site 3.37 acres

3. Village Hall 30 acres

Total 28.34 acres

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

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

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

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

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

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

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

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

eastern right of way of Western Ave.; 75 feet south from 59th St on the western right of way of Western Ave.

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

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

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

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

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

73rd Ct. - North Right-of Way of 73rd Ct. – addresses 742-748-806-816 = 325' x 15'

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

Adams St. -- Right-of Way at 7052 Adams St and 7263 Adams St. = 700' x 15'

Trimming

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

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

Aeration shall be performed in all grass areas of the sites specified in this section once in the fall and shall be scheduled with the Director of Municipal Services or

his designee, at least one week prior to work being done. Aeration shall be done using a mechanical core aerator with hollow tines that produce cores (soil debris). Aeration shall not be done when the soil is dry or very wet (saturated with water). It shall be done only when there is optimum moisture in the soil to produce good penetration. Penetration of the soil shall be a minimum of three inches. The Director of Municipal Services shall be notified by the Contractor of the exact dates, times and locations when the aeration is being done.

<u>1. PARKS</u>	<u>ACRES</u>
Borse Memorial Community Park #	8.3
Midway Park	2.1
Creekside Park (all grass areas except sides of basin)	4.0
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4
Waterford Park (all grass areas except sides of basin)	3.0
Farmingdale Terrace Park	3.0
Willow Pond	1.5
Prairie Trail Park (all grass areas except sides of pond)	5.0
Roger's Glen Park *	<u>1.5</u>
* includes both parkways on Roger's Farm Rd.	
Total acres	34.80

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

<u>2. ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES</u>	
Village Hall	.30

DD. PLANTING BED MAINTENANCE

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

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

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

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

<u>2. ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES</u>	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Village Hall	7	414
Village entrance signs on Rte 83	2	52
Total	9	466

DD. REQUIREMENTS FOR ALTERNATE BIDS

0. Additional Mowing

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

0. Additional Aeration

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

0. Tree Ring Maintenance

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

0. Tree Fertilization

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

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2007 through April 30, 2008.

Mowing and Trimming

- A. Parks (Section III-BB-1) \$ 19,600.00

- B. Roadside Rights of Way, Medians, and Specified Facilities (Section III-B-2) \$ 14,170.00

Aeration

- A. Parks (Section III-CC-1) \$ 2,548.00

- B. Roadside Rights of Way, Medians and Specified Facilities - Village Hall only (Section III-CC-2) \$ 1,842.10

Planting Bed Maintenance

- A. Parks (Section III-DD-1) \$ 2,502.00

- B. Roadside Rights of Way, Medians, and Specified Facilities (Section III-DD-2) \$ 2,796.00

TOTAL – Mowing/Trimming, Aeration, Planting Bed Maintenance (Sections BB, CC and DD) \$ 43,458.10

(Alternate bid) Tree Ring Maintenance- Parks, Roadside Rights of Way, Medians and Other Facilities - Per Tree Unit Price

\$ 15.00 OR TIME AND MATERIAL BASIS

(Alternate bid) Additional Mowing – Per Acre/ Per Occurrence Unit Price

\$ 500.00 P/ACRE

(Alternate bid) Tree Fertilization - Per Tree Unit Price - Parks, Roadside Rights of Way, Medians and Other Facilities

\$ 30.00 OR TIME & MATERIAL BASIS.

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2

(CONTRACT EXTENTION)

Rates for services listed for 2007-08 contract period will not increase more than 5 % for the 2008-09 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2008 and concluding April 30, 2009.

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

Company: FALCO'S LANDSCAPING INC.

Address: 4 N 151 6TH AVE.
ADDISON, ILL 60101

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

Signature: Falconeris Romas

Name and Title: (Please Print) FALCONERIS ROMAS (PRESIDENT)

Date: 4-14-07

Subscribed and sworn before me this 14th day of April, 2007

MY COMMISSION EXPIRES: 3-22-11

Erica Herrera
NOTARY PUBLIC



REFERENCES

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

Company Name: VILLAGE OF ITASCA
Address: 550 W. IRVING PARK RD. ITASCA ILL. 60143
Phone # / Fax #: (630) 805-2895
Contact Person: MR. DAVE SLOAN.
Dates of Service (from - to): 2004 - 2007

Company Name: HAMILTON PARTNERS INC.
Address: 300 PARK BLVD. SUITE 500 ITASCA ILL. 60143.
Phone # / Fax #: (630) 832-9215
Contact Person: MR. GEORGE SZEWCZYK.
Dates of Service (from - to): 2000 - 2007

Company Name: ALMA MANAGEMENT
Address: 890 E. HIGGINS RD. SUITE 154 SCHMOMBURG ILL 60173
Phone # / Fax #: (847) 517-4400
Contact Person: MRS. ANDREA SORGANI
Dates of Service (from - to): 2002 - 2007

Company Name: HINSDALE POINT COND. ASSOC.
Address: 26 KINGERY QUARTER HINSDALE ILL. 60527
Phone # / Fax #: (630) 655-4417
Contact Person: MRS. JANICE SUBASIC.
Dates of Service (from - to): 2004 - 2007

CONTRACTOR'S EXHIBIT - ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate
FOREMAN	\$ 18.00
LABORES	\$ 9.00

EQUIPMENT RATES

Make/Model	Hourly Rate
61" RIDER BOB CAT	\$ 75.00 P/hr.
48" MOWER BOB-CAT	\$ 75.00 P/hr.

AFFIDAVIT

Customer 5326
Reference 1737 Landscape M:
Amount \$81.80

VILLAGE OF WILLOWBROOK
7760 QUINCY ST
WILLOWBROOK, IL 60521

Linda M. Siebolds, agent of Liberty Suburban Chicago Newspapers, HEREBY CERTIFIES that he/she is Legal Advertising Manager of Liberty Suburban Chicago Newspapers, that said Liberty Suburban Chicago Newspapers is a secular newspaper and has been published weekly in the Village of Willowbrook, in the county of DuPage in the state of Illinois, continuously for more than one year prior to, on and since the date of the first publication of the notice hereinafter referred to and is of general circulation throughout the county and the state.

That said agent hereby certifies that Liberty Suburban Chicago Newspapers is a newspaper as defined in Chapter 715 et seq. of the Illinois Revised Statutes.

That a notice, of which the annexed printed slip is a true copy, was published 1 (one) time in said Liberty Suburban Chicago Newspapers, namely, once each week for one successive week(s). The first publication of said notice as aforesaid was made in said newspaper dated and published on the 7th day of March A.D. 2007 and the last publication thereof was made in said newspaper dated and published on 7th day of March A.D. 2007.

IN WITNESS WHEREOF, the undersigned has caused this certification to be signed this 7th day of March A.D. 2007.

Linda M. Siebolds

Linda M. Siebolds
Legal Advertising Manager
Liberty Suburban Chicago Newspapers

LEGAL NOTICE/PUBLIC NOTICE
REQUEST FOR BIDS.
Notice is hereby given that the Village of Willowbrook is seeking bids for LANDSCAPE MAINTENANCE SERVICES , in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527. Completed bids are due in the office of the Willowbrook Village Hall no later than 10:00 am on April 16, 2007, where said bids will be opened and publicly read aloud. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.
March 7, 2007 Liberty Suburban Newspapers 1737 WIL

143220293204 New 12/04 M 62660-L/57879-N

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL
BANK CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



HARRIS

878501957

23-97/1020

PAY Two Thousand One Hundred Seventy Two and 90/100*****

TO THE
ORDER OF VILLAGE OF WILLOWBROOK

DATE
04/14/2007

AMOUNT
\$2,172.90

REMITTER FALCO'S LANDSCAPING

MEMO

Authorized Signature

Drawer: Harris N.A. - 29 (4219)



© 2004 by Harris Bank, National Association, Member FDIC, California, Philadelphia, Chicago, Bank, F.A., Privacy, California

⑈ 143222⑈ ⑆ 102000979⑆ 68008785019574⑈

EXHIBIT "B"

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE. ADDISON IL, 60101
PH (630) 458-0994 FX (630) 458-0996

March 26, 2008

Mr. Timothy Halik
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527-5594

RECEIVED

MAR 26 2008

**VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.**

I would like to take this time to thank you for allowing Falco's Landscaping Inc, to submit you the following proposal.

As per the incoming expiration of the 2007 – 2008 Lawn Maintenance contract we'll like to extend the contract for one more year. The new contract period will be from May 1, 2008 – April 30, 2009 and will be an increase of 5% from the last contract for the new total amount of \$ 45,631.00

NEW TOTAL \$ 45,631.00

If there are any questions regarding the above, please do not hesitate to contact me at (630) 514-6173.

Sincerely;
Falco Rosas
FALCO'S LANDSCAPING INC
President

Falco Rosas

PROPOSAL ACCEPTANCE
as an Agent for:
VILLAGE OF WILLOWBROOK

By _____ Date _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2008

PRODUCER
HOMETOWNE INSURANCE SERVICES, INC.
155 CHICAGO ROAD
OSWEGO, IL 60543

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.

INSURED
FALCO'S LANDSCAPING
C/O FALCONERIS ROSAS
4N151 5TH AVENUE
ADDISON, IL 60101

INSURERS AFFORDING COVERAGE
INSURER A: PEKIN INSURANCE NAIC # 24228
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADDL) / TR (AGGD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	CL0048732-0	7/23/2005	7/23/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
X	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	P615444	7/23/2005	7/23/2008	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
X	<input checked="" type="checkbox"/> EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU18719-0	7/23/2005	7/23/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS D/W/C/H OTHER	WC81045	7/23/2005	7/23/2008	WC STATU-TORY LIMITS OT+FR E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Village of Willowbrook, its employees and officers as Additional Insureds.

CERTIFICATE HOLDER

Village of Willowbrook
Administration Department
7760 Quincy Street
Willowbrook, IL 60527

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2007

PRODUCER
Hometowne Insurance Services, Inc.
155 Chicago Rd.
Oswego IL 60543

Phone: 630-554-4040 Fax: 630-554-4646

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.

INSURED
FALCO'S LANDSCAPING INC
C/O FALCONERIS ROSAS
4N151 5TH AVE
ADDISON IL 60101

INSURERS AFFORDING COVERAGE

INSURER A: Pekin Insurance Company	NAIC #
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CL0048732-0	07/23/2005	07/23/2007	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Fire Damage	
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	00P615444	07/23/2005	07/23/2007	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA-ACC	\$
							AGG	\$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CU18719-0	07/23/2005	07/23/2007	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
								\$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC61045	07/23/2005	07/23/2007	WC STATU-TORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
			OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Village of Willowbrook, its employees and officers as Additional Insureds

CERTIFICATE HOLDER

Village of Willowbrook
Administration Department
7760 Quincy Street
Willowbrook IL 60527

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE. ADDISON IL, 60101
 PH (630) 458-0994 FX (630) 458-0996

March 05, 2009

Mr. Timothy Halik
 Village of Willowbrook
 7760 Quincy Street
 Willowbrook, IL 60527-5594

I would like to take this time to thank you for allowing Falco's Landscaping Inc, to submit you the following proposal.

RE: Landscape Maintenance Services.

As per the incoming expiration of the 2008 – 2009 Lawn Maintenance Service contract, Falco's landscaping Inc. will like to offer a 5% decrease from the current contract of \$ 45,631.00, if the Village of Willowbrook agrees for the extension of (2) Two more years of the existing Landscape Maintenance Contract for the periods beginning as follow:

<i>May 01, 2009 – April 30, 2010</i>	TOTAL COST	\$ 43,350.00
<i>May 01, 2010 – April 30, 2011</i>	TOTAL COST	\$ 43,350.00

If there are any questions regarding the above, please do not hesitate to contact me at (630) 514-6173.

Sincerely;
Falco Rosas
FALCO'S LANDSCAPING INC.
 President

Falco Rosas

PROPOSAL ACCEPTANCE
 as an Agent for:
THE VILLAGE OF WILLOWBROOK

By _____ Date _____

RECEIVED

MAR -5 2009

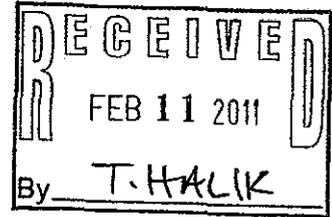
VILLAGE OF WILLOWBROOK
 BUILDING & ZONING DIVISION

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE. ADDISON IL, 60101
PH (630) 458-0994 FX (630) 458-0996

February 09, 2011

Mr. Timothy Halik
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527-5594



I would like to take this time to thank you for allowing Falco's Landscaping Inc, to submit you the following proposal.

RE: Landscape Maintenance Services.

Dear: Mr. Tim Halik

As per the incoming expiration of the 2010 – 2011 Lawn Maintenance Service contract, Falco's landscaping Inc. will like to extend an offer of, two more years deal with a 2 % increase on the current contract from: \$ 43,350.00, to: \$ 44,217.00, if the Village of Willow brook agrees for the extension of (2) two more years of the existing Landscape Maintenance Contract for the periods beginning as follow:

<i>May 01, 2011 – April 30, 2012</i>	TOTAL COST	\$ 44,217.00
<i>May 01, 2012 – April 30, 2013</i>	TOTAL COST	\$ 44,217.00

As the past years we where glad to serve this community we our best, we look forward to keep providing you with the same services or better yet, improve our services the best possible.

If there are any questions regarding the above, please do not hesitate to contact me at (630) 514-6173.

Sincerely;
Falco Rosas
FALCO'S LANDSCAPING INC.
President

PROPOSAL ACCEPTANCE
as an Agent for:
THE VILLAGE OF WILLOWBROOK

By _____ Date _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DuPAGE COUNTY, ILLINOIS	AGENDA NO. 4g AGENDA DATE: <u>03/14/11</u>
---	---

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: William Hennessy

SIGNATURE: William Hennessy

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its official Zoning Map prior to March 31st of each year if there have been any map amendments (i.e., re-zonings, annexations, and/or special use permits) that have occurred during the preceding calendar year.

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

There were several such amendments to the Village's map in 2010. As a result, the Village's Zoning Map has been updated to reflect the various land use actions approved by the Village Board in the year 2010, along with any noted minor corrections to the map. The attached ordinance provides for the adoption and publication of the updated Village Zoning Map.

ACTION PROPOSED:

Passage of the attached ordinance and approval for the Village Clerk to publish the updated map.

ORDINANCE NO. 11-O-___

AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING
MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE
COUNTY, ILLINOIS

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

SECTION ONE: That the Official Zoning District Map attached hereto as Exhibit "A" and by this reference incorporated herein be and the same is and shall be the Official Zoning Map for the Village of Willowbrook as provided for in 65 ILCS 5/11-13-19.

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

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form provided by law.

PASSED and APPROVED this 14th day of March, 2011.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

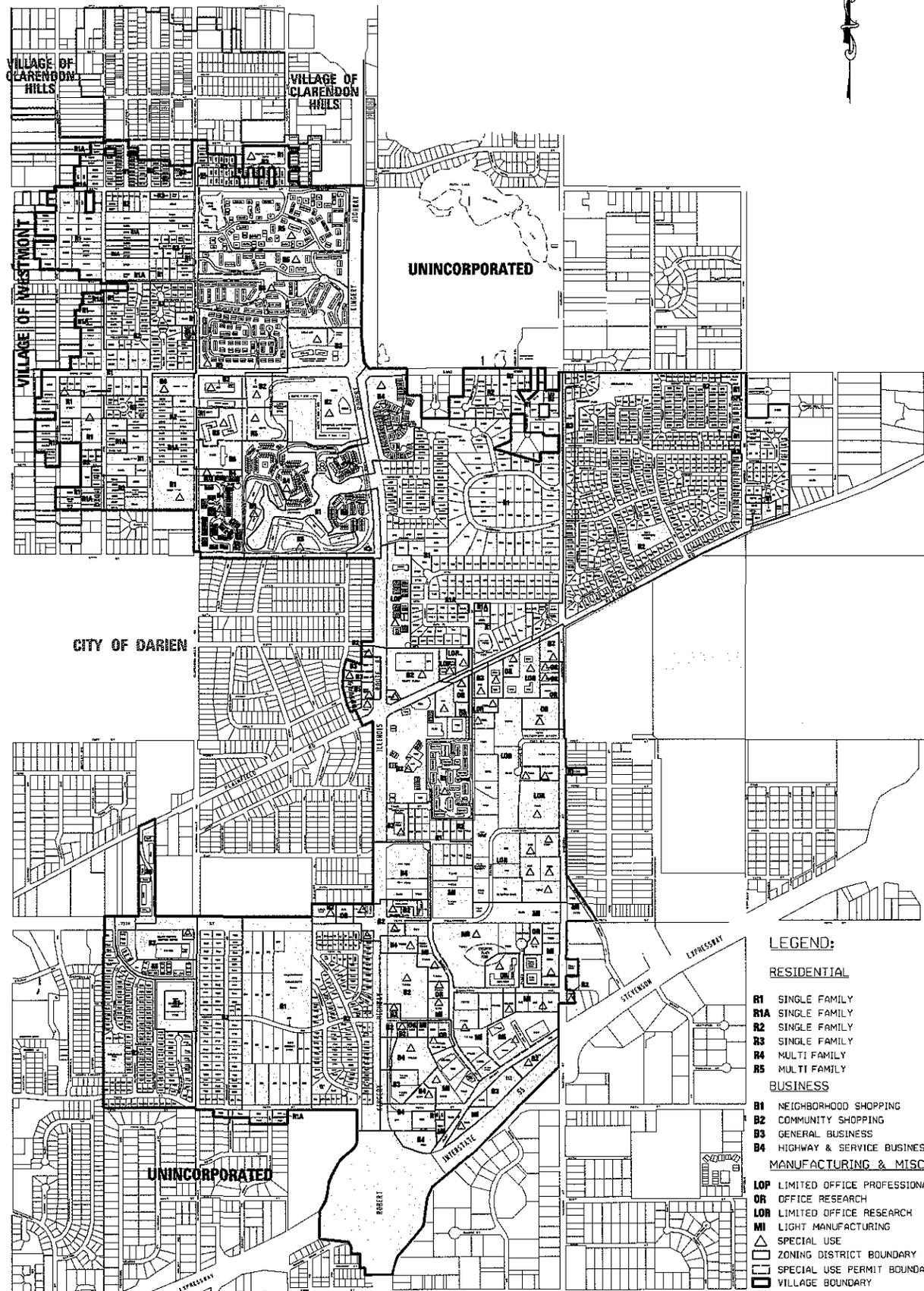
ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"

VILLAGE OF WILLOWBROOK

DU PAGE COUNTY, ILLINOIS



- LEGEND:**
- RESIDENTIAL**
- R1 SINGLE FAMILY
 - R1A SINGLE FAMILY
 - R2 SINGLE FAMILY
 - R3 SINGLE FAMILY
 - R4 MULTI FAMILY
 - R5 MULTI FAMILY
- BUSINESS**
- B1 NEIGHBORHOOD SHOPPING
 - B2 COMMUNITY SHOPPING
 - B3 GENERAL BUSINESS
 - B4 HIGHWAY & SERVICE BUSINESS
- MANUFACTURING & MISC.**
- LOP LIMITED OFFICE PROFESSIONAL
 - OR OFFICE RESEARCH
 - LOR LIMITED OFFICE RESEARCH
 - MI LIGHT MANUFACTURING
 - SPECIAL USE
- BOUNDARY TYPES:**
- ▬ ZONING DISTRICT BOUNDARY
 - - - SPECIAL USE PERMIT BOUNDARY
 - ▬ VILLAGE BOUNDARY
 - ▬ OTHER MUNICIPALITY
 - ▬ BOUNDARY AGREEMENT

ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 14, 2011

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

ZONING MAP

DRW.	DTM	PROJECT NO.
CHKD.	DLL	90-144PPP
SCALE	NIS	SHEET 1 OF 1
DATE	2/16/2011	DRAWING NO.
		1

\\net\cvs\willowbrook\proj\90144\zoningmap\Districts\color.dwg

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

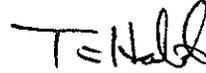
A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2011 LEGISLATIVE SESSION

AGENDA NO. 6

AGENDA DATE: 03/14/11

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____



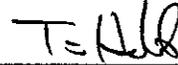
LEGAL REVIEW: N/A

SIGNATURE: _____

N/A

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: _____



REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Through the Village's membership in the DuPage Mayors and Managers Conference, we are given an opportunity to be part of a group comprised of more than 1,000,000 residents located within thirty-two (32) communities. Each year, the Conference develops a Legislative Action Program (LAP) outlining the Conference's legislative initiatives to be furthered throughout the year. The LAP booklet is then forwarded to each member municipality for review. After any identifying any desired amendments or exceptions to LAP, it is locally adopted via resolution.

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

It is customary for the Village to endorse the Conference's Legislative Action Program through adoption of a local resolution. Therefore, this year's program was reviewed by our Legislative Committee Representative, President Napoli. One initiative that was noted on page 10 of the booklet under the heading, Planning, Land Use & Transportation, was determined to not be supported by the Village. Therefore, the Regional Air Capacity legislative initiative, which pertains to the development of a third regional airport, was excepted within the resolution indicating that we are not supportive of this particular legislative initiative.

Once adopted by the Village Board, a signed and certified copy of the attached resolution will be forwarded to the DuPage Mayors and Managers Conference and to other state and federal legislators that represent Willowbrook.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 11-R-_____

A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS
AND PRIORITIES FOR THE 2011 LEGISLATIVE SESSION

WHEREAS, the Village of Willowbrook is a member of the DuPage Mayors and Managers Conference; and,

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, and businesses in these municipalities, and the region generally; and,

WHEREAS, on January 19, 2010, the DuPage Mayors and Managers Conference voted unanimously to adopt its 2011 Legislative Action Program, attached hereto; and,

WHEREAS, the Village of Willowbrook will be individually benefitted by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Willowbrook regarding legislative positions that may be represented in official capacity or on behalf of the municipality;

NOW, THEREFORE, BE IT RESOLVED that the Village of Willowbrook hereby adopts as its legislative positions and priorities for the 2011 Legislative Session the positions, goals, and principles of the DuPage Mayors and Managers Conference's 2010 Legislative Action Program, with the following exception:

1. Regional Air Capacity initiative (as noted on page 10 of the program booklet under the Planning, Land Use & Transportation heading)

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the



LEGISLATIVE ACTION PROGRAM 2011

CRITICAL PRIORITIES

- PUBLIC SAFETY PENSION REFORMS
- PROTECT MUNICIPAL REVENUES

PRIORITIES

- FOIA REFORMS
- REPEAL OR AMEND P.A. 96-1416: STANDARDS FOR DISPOSAL OF CLEAN CONSTRUCTION DEBRIS
- ELIMINATE LEGISLATIVE BARRIERS TO CONSOLIDATION OF POLICE AND FIRE SERVICE

This document represents municipal positions on state and federal issues affecting local government and the DuPage Mayors and Managers Conference's desire to build and maintain a collaborative partnership between state and local government as we serve our common constituency.

LEGISLATIVE PRIORITIES

Legislative Priorities are those specific, important issues that the Conference pursues either through drafting and sponsoring legislation; or through strong advocacy in cooperation with other municipal organizations. Legislative Priorities have always been the primary focus of our legislative efforts.

CRITICAL PRIORITY: PUBLIC SAFETY PENSION REFORMS

In 2008, the legislature adopted proposals from municipalities that would bring improved accountability, ethics, professionalization of fund management, conflict-of-interest restrictions, and public disclosure of pension board activity. In 2010, police and fire pensions became a two-tier system that gave some relief to municipalities – though that relief will mostly occur in future years. These reforms were important and overdue – but more still needs to be done.

- *Pension Reform for CURRENT Public Safety Employees* – It is imperative that mitigation for existing benefits of employees be addressed. These provisions continue to put communities in jeopardy of bankruptcy. The only way to stabilize municipal budgets and current pension benefits is to enact legislation that will prospectively reduce the pension benefits that current employees will earn as a result of future work performed after the legislation takes effect.
- *Remove Pension Levies from Tax Cap* – Because of previous state-mandated pension increases, combined with current economic conditions, it is imperative to have pension costs removed from the tax cap for non-home rule communities.
- *Pension Boards* – Both police and fire pension boards are essentially run by the beneficiaries of the pension (boards are comprised of two members appointed by the mayor; two active members participating in the pension system; and one annuitant). Because of this, the employer may be completely cut out of the decisions made about the system. The employer, not the employees, should have majority representation on the pension board. In addition, municipalities used to have the right to appear before police and fire pension boards to provide evidence that might contradict a disability claim, or to aid in the determination regarding whether a pension benefit should be awarded. That right was taken away by the courts, and it needs to be restored by the General Assembly.
- *Permissive Authority for Police and Fire Pension Boards to Invest Funds in IMRF* – Police and fire pension boards are restricted to certain investments based upon the fund's size, but they should be allowed to voluntarily elect to invest money with IMRF, a professionally managed system subject to far fewer investment restrictions.
- *Oppose All Pension Sweeteners for Either Tier* – Because only the legislature can determine pension provisions, and has used that authority liberally in past years, the recent reforms will be meaningless if additional benefit increases are granted. The legislature must reject ANY pension sweetener that affects either tier of either the police or fire pensions.
- *Increase Employee Contributions* – A fundamental principle of pension funding is that employees as well as employers contribute to pension costs. Taxpayers contribute about 200% to 300% more toward pensions than do the employees themselves. The employee's contribution should be increased to bring it even with the amount contributed by the taxpayers.

- *Enact a Rolling Amortization Period for Pension Funding* – Under the current law, 2040 is the fixed deadline for amortizing the pension debt. This fixed deadline exacerbates the pressure on the taxpayers, as they will see their contribution amount continue to climb. The fixed deadline is unnecessary. The Government Accounting Standards Board, which is the source of generally accepted accounting principles for state and local governments, currently permits a 30-year rolling amortization period. This generally accepted accounting principle should be applied to protect the taxpayers who fund the police and firefighter pension systems.
- *The Compliance/Penalty Provisions in Senate Bill 3538 Must be Amended* – These provisions do not become effective until 2016, and will be preceded by COGFA studies. Nonetheless, the Conference will continue to work for compliance that is reasonable, understandable, and fair to pension systems and taxpayers.

Continued reforms to the police and fire pension systems are needed to protect the pension systems and the obligations to police officers and firefighters, while recognizing the on-going stress these pensions place on municipalities and their taxpayers.

CRITICAL PRIORITY: PROTECT MUNICIPAL REVENUES

Local governments are challenged to fund essential services with existing resources. Local revenue sources are limited and restricted by the state and many revenues are dependent on state authorization, collection and distribution. Municipalities are often threatened with revenue diversions (both permanent and temporary) and state fee increases (beyond the value of the service provided).

Recently, municipalities have opposed efforts to reduce the local share of income tax, sales tax “holidays” that decrease revenue, and annual funds sweeps that divert funds intended for local programs. Further, the state has recently been up to six months behind in Local Government Distributive Fund (LGDF) payments to municipalities.

The Comptroller should be required to transfer funds from the General Revenue Fund to the LGDF and distribute those funds to municipalities within seven days after receiving the certification from the DOR and the Treasurer’s Office, and a penalty would occur if the funds were not transferred and distributed within 21 days.

The state should not balance its budget on the backs of municipalities, and should not disrupt local budgets by removing or reducing local revenues.

FOIA REFORMS

Municipalities have worked with the new FOIA legislation (P.A. 96-0542) for more than half a year, and have begun to identify some minor changes that would make the Act more user-friendly and less reliant on adjudication with the Public Access Counselor.

These changes include:

- Charge a fee for providing records for commercial purpose that is based on the full cost of producing the records or the easily discernable commercial value of the record;
- Any public document that is available on a municipality’s website would satisfy the requirements of FOIA; and
- Require the General Assembly to be subject to FOIA.

The Conference has worked with members to implement the new FOIA provisions, but there is a need to make some changes to small items that have a significant impact to municipalities.

REPEAL OR AMEND P.A. 96-1416: STANDARDS FOR DISPOSAL OF CLEAN CONSTRUCTION DEBRIS

Public Act 96-1416 has resulted in significant impacts on municipalities, increasing the cost of public improvement contracts and day-to-day public works operations.

The Act is intended to provide enhanced environment protection by enacting more rigorous regulation of Clean Construction Demolition Debris (CCDD) fill sites. Spoils from municipal operations (such as excavation for utility repairs, tree planting, and public improvements) have generally been transported to CCDD sites for disposal.

P.A. 96-1416 is intended to reduce the probability that contaminated material would be incorrectly classified and dumped in a CCDD site. However, when applied to day-to-day municipal operations, the new legislation will generate substantial difficulties, which will result in an increase in municipal costs.

Changes should include:

- Apply appropriate definition of "uncontaminated soil";
- Allow the temporary stockpiling of small excavations into a larger unit to provide for more cost-effective testing;
- Exempt excavations of negligible volume (such as tree planting); and
- Change the designation of municipal right-of-way to "residential".

The Conference objects to important and complicated legislation passed without detailed review, and requests the repeal of this legislation in order for it to be studied and reviewed thoroughly.

ELIMINATE LEGISLATIVE BARRIERS TO CONSOLIDATION OF POLICE AND FIRE SERVICES

Government at all levels are struggling to maintain programs and services with decreasing revenues, but barriers (statutes, rules, home-rule limits) often make it difficult to consider significant cost savings through consolidation.

Municipalities are especially interested in developing better ways to provide programs and services without raising taxes or fees and living within their means. One significant opportunity that would have a major impact on municipal budgets is coordination and consolidation of services – especially the two biggest programs with the greatest financial costs: police and fire.

There are several efforts underway (large and small) to move toward coordination and consolidation. But state statutes often affect these efforts – either through legislation that limits or prohibits these efforts, or through lack of legislation necessary to implement these changes.

Some examples that municipalities pursuing coordination and consolidation have found include:

- Multiple referendums to dissolve and join departments and districts;
- Municipal boundaries that include areas inside and outside the county;
- Disposition of assets and extinguishing of debt;
- Consolidation of pension plans;
- Authority of fire and police commission members;
- Contracts and labor agreements; and
- Distribution of property tax.

The Conference supports the removal of all barriers to allow municipalities to pursue coordination and consolidation to save money and reduce the burden on taxpayers.

LEGISLATIVE PRINCIPLES

Legislative Principles represent the basis and underpinnings of our legislative effort and provide a guide for legislative review. They help understand how legislative positions are developed, and they serve as a benchmark to evaluate the impact of legislative proposals on municipalities.

PROTECT MUNICIPAL REVENUES

Local governments are challenged to fund essential services with existing resources. Local revenue sources are limited and restricted by the state. Many revenues are dependent on state authorization, collection and distribution. Municipalities are often threatened with revenue diversions (both permanent and temporary) and state fee increases (beyond the value of the service provided). In recent times, municipalities have completely lost revenue sources through action of the state (sales tax on truck sales, photo processing tax). The state should not balance its budget on the backs of municipalities, and should not disrupt local budgets by removing or reducing local revenues.

REJECT UNFUNDED STATE MANDATES

The state should avoid policies that impose disproportionate responsibilities on local governments or increased financial liability without recognizing and financing the impact of those policies. Too often, legislation requires communities to divert local expenditures from municipal responsibilities and use them to fund state-imposed programs. This is not about the need or efficacy of the program, but rather, about the decision of the state to abdicate responsibility for funding the state's program. State policies should not impose new obligations on local governments or increase financial liability without providing adequate funds to reimburse municipalities for these new mandates.

RESPECT HOME RULE AUTHORITY

There are nearly 200 home rule municipalities in Illinois. Home rule municipalities have self-governance authority to serve these communities and to customize laws to meet the specific needs of citizens. Locally elected officials in those home rule communities are able to determine what is best for their communities and the state should not limit home rule authority. The distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population. The state should not restrict or override home rule authority or the authority of residents to govern their communities.

PRESERVE THE RIGHT OF MUNICIPALITIES TO MANAGE EMPLOYEES AND DETERMINE WAGES AND BENEFITS

In most municipal operating budgets, nearly three-fourths of expenditures are for personnel. Certainly good wages and benefits are important, but must be balanced with other municipal spending priorities. In recent years, state-mandated pension and benefit increases have stretched local government budgets and forced service reductions and tax increases. Pensions, especially, have burdened municipalities as the legislature adds more and more benefits. These increases and pension sweeteners increase the tax burden to residents and must be reigned in. Additionally, mandated rules on how employees are hired, managed, paid and disciplined interfere with the employer/employee relationship. The state must preserve the authority for all decisions impacting employees to be made by the municipal employer.

LEGISLATIVE PRINCIPLES, CONTINUED

PERSERVE LOCAL AUTHORITY

Freedom to make decisions at the local level is the best way that municipalities can fully serve their unique constituencies. Activities such as franchising, zoning, issuing permits and licenses, and local code enforcement are fundamental responsibilities of local governments. Further, policies should not undermine or preempt local authority to protect the health, safety and welfare of local residents. Preemptive policies constrain the ability to local elected officials to tailor policies to local needs and demands. The state must reject laws that erode local decision-making authority.

PROTECT THE PUBLIC RIGHTS-OF-WAY AND ADVANCE THE MODERNIZATION OF PUBLIC UTILITIES

Regulated public utilities provide municipalities with necessary services and commodities. In order to deliver these services and commodities, regulated public utilities utilize the public rights-of-way. Municipalities, residents, and commercial interests should have a role in the decisions affecting this land both as interested parties and as customers of the regulated public utility. Regulated utilities must become more open to new technologies, new approaches and new behaviors to become better partners with municipalities and residents; and must also develop a proactive culture of customer service, open communications, reliability, and addressing localized matters of importance.

LEGISLATIVE POSITION STATEMENTS

Legislative Position Statements are expressions of support or opposition on issues that affect municipalities. They can be legislative proposals that re-appear frequently and generate some efforts by the Conference to educate legislators of the pros/cons of the issues; or they may never arise during the legislative year. They generally require less time and effort than Legislative Priorities, though on occasion, they may become more significant and require more time and effort from the Conference.

STATE AND LOCAL FINANCE

SUPPORT LOCAL FUNDING ALTERNATIVES

Support alternative revenue sources, which lessen reliance on the property tax.

PROMOTE REGIONAL EQUITY

Assure that there is a reasonably close relationship between the amount of tax dollars raised within a municipality or county by state and regional agencies, compared to the amount of dollars or services returned to those municipalities and counties by those state and regional agencies.

PERMIT MUNICIPAL ADMINISTRATION OF MOTOR FUEL TAX FUNDS

Unless IDOT becomes more transparent in its implementation of the "policy" to give municipalities more flexibility, local governments will pursue a legislative resolution.

REMOVE REFERENDUM FOR REAL ESTATE TRANSFER TAX

Allow municipalities to enact or increase a real estate transfer tax without a referendum.

LOCAL GOVERNMENT AUTHORITY

REMOVE BARRIERS FROM NON-HOME RULE MUNICIPAL AUTHORITY

- **CRIME FREE HOUSING** The Conference demands that legislation be approved so that ALL communities can use this successful program
- **STATE AND LOCAL FUNDING ALTERNATIVES** Allow municipalities with no property tax base to levy an initial property tax without referendum
- **HOTEL MOTEL TAX REVENUE** Amend the Hotel Motel Tax to expand the use of funds by non-home rule municipalities
- **ACCESS TO SALES TAX INFORMATION** Grant municipalities access to Illinois Department of Revenue sales tax information by individual retailer for enforcement and budgeting purposes
- **NON-HOME RULE SALES TAX EXPENDITURE** Allow the temporary legislation for non-home rule sales tax to be used for operations permanently
- **AUTHORIZATION FOR PART-TIME CODE ENFORCEMENT EMPLOYEES** State statutes relating to housing codes, zoning ordinances, and nuisances for non-home rule communities require that a full-time municipal employee issue the citation for violations

LEGISLATIVE POSITION STATEMENTS, CONTINUED

- **ABILITY OF NON-HOME RULE MUNICIPALITIES TO TAX OUT-OF-STATE GAS** While home rule municipalities can levy a tax on natural gas provided by out-of-state companies, non-home rule municipalities should also be able to levy the tax
- **SUPPORT NEGATIVE USE RESTRICTIONS** Allow non-home rule communities to enact negative use restrictions that prevent “big box” stores that relocate outside a community from prohibiting another, similar business from locating at the previous site
- **REGULATION AND LICENSING DEALERS OF SECOND HAND GOODS** Non-home rule communities would be allowed to regulate businesses dealing in second hand goods if the legislature would add them to the list of businesses that can be licensed and regulated
- **ALLOW MUNICIPALITIES TO PROVIDE ECONOMIC DEVELOPMENT INCENTIVES** Non-home rule communities should be allowed to provide tax incentives and other economic incentives and benefits to encourage economic development within the community
- **PERMIT ADMINISTRATIVE ADJUDICATION** Allow prosecution of minor offenses through local administrative adjudication for non-home rule municipalities, and increase the limit for adjudication of civil fines up to \$1,000

AMEND OPEN MEETINGS ACT

Amend the Open Meetings Act to exclude the use of email in the definition of “meeting” (except when used as immediate electronic communication), allow electronic meeting attendance in cases of non-emergencies and out-of-town vacations, and clarify the Open Meetings Act to explicitly authorize municipal boards to vote on items raised under “New Business”.

TORT REFORM

Protect the Tort Immunity Act from changes that create undue liability exposure for municipalities.

REQUIRE ELECTION OF TAXING BODIES

Require all special districts with taxing authority to have Board members that are elected, and not appointed.

REQUIRE MUNICIPAL CONTROL OF FOREIGN FIRE INSURANCE TAX

Elected municipal officials, not fire department members, should receive, budget, and spend the revenues from the Foreign Fire Insurance Tax.

PERMIT VIDEO POKER FOR FRATERNAL ORGANIZATIONS ONLY

Municipalities should have the authority to permit video gaming ONLY for fraternal organizations.

PROHIBIT MUNICIPAL EMPLOYEES FROM SERVING ON GOVERNING BOARD

No organization, and no municipality, should allow an employee to serve on the governing board and legislation should clearly support such a ban.

LEGISLATIVE POSITION STATEMENTS, CONTINUED

PERSONNEL AND COLLECTIVE BARGAINING

LIMIT THE PREVAILING WAGE ACT

Repeal or modify the Prevailing Wage Act to give municipalities more flexibility, and permit limited local budgets to address the needs of local residents.

REGULATE REGULATION OF CHARITABLE SOLICITATIONS ON BEHALF OF POLICE OR FIRE UNIONS

Develop effective efforts to prevent fraud and misrepresentation by solicitors.

DEFINE "CONFIDENTIAL EMPLOYEES" UNDER ILRA

Legislation is necessary to include within the definition of "confidential employees" those secretaries and similar support staff working directly for certain management personnel and ensure that such employees are not considered "public employees" entitled to membership within a bargaining unit.

AMEND PUBLIC SAFETY PENSION BOARD TRAINING LEGISLATION

The 2009 legislation (P.A. 96-0429) needs to be amended to permit training using current technology (online courses, webinars) and expand provisions to permit local community colleges to be certified to provide training.

AMEND WORKERS' COMPENSATION ACT – INFLUENCE OF DRUGS OR ALCOHOL

Legislation is needed to amend the Workers' Compensation Act to provide that there is a rebuttable presumption that an employee who sustains an injury while under the influence of drugs or alcohol was outside the course and scope of the employee's employment and thus not entitled to benefits under the Act.

AMEND THE ILLINOIS LABOR RELATIONS ACT TO INCLUDE FINANCIAL ABILITY

Amend the Act to include the interest and welfare of the public and the financial ability of the unit of government to meet costs as primary factors for consideration during interest arbitration.

LIMIT UNEMPLOYMENT INSURANCE FOR SCHOOL CROSSING GUARDS

Municipalities who employ school crossing guards are at a disadvantage because, unlike crossing guards employed by school districts, those employed by municipalities may file for unemployment insurance benefits during the summer recess or holiday recess.

REPEAL ILLINOIS WORKERS ON PUBLIC WORKS ACT

This Act requires the use of Illinois firms for public works projects and requires that municipalities must unnecessarily pay more for projects and experience a smaller pool of bidders.

EXEMPT BARGAINING ON MANNING REQUIREMENTS

Legislation should be approved to explicitly exempt local governments from having to bargain over staffing and manning levels for any employees and under any circumstances.

EXEMPT PUBLIC SAFETY EMPLOYEES FROM THE PUBLIC SAFETY EMPLOYEE DISABILITY ACT

Exempting police and fire from the Act will save municipalities the expense of paying one-third of salary to employees not actively working; and will provide parity between municipal public safety employees and non-uniformed employees.

LEGISLATIVE POSITION STATEMENTS, CONTINUED

AMEND THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT

The legislature should change the law by defining "catastrophic injury" in a manner consistent with the use of the term within the federal Public Safety Officers Benefits Act of 1976.

PUBLIC SAFETY, UTILITIES AND ENVIRONMENT

PERMIT ENFORCEMENT OF STATE LAWS UNDER LOCAL CODES

Protect the authority of communities to enforce state statutes under local authority by enacting the state statute as a part of the municipal code.

PROMOTE INTEROPERABILITY FUNDING

Encourage the federal government to provide additional funding for the implementation of interoperable radio systems to provide communications between emergency agencies.

PROMOTE NET METERING FOR WIND FARMS

Legislation in 2008 provided that local governments are eligible to own and operate a wind generation turbine farm, but to be effective, the statute must mandate net aggregate metering.

PROVIDE PARK DISTRICTS THE SAME PROVISIONS ON DEFIBRILLATORS IN OUTDOOR FACILITIES

Public Act 95-0712 exempts park districts from the regulation that indoor and outdoor physical fitness facilities have automatic external defibrillators (AED), and an individual trained in the use of the AED, on site - but not municipal park departments.

PROMOTE EXTENSION OF WIRELESS EMERGENCY TELEPHONE SAFETY ACT

Public safety agencies and wireless carriers operating wireless 9-1-1 and wireless E9-1-1 systems require adequate funding to recover the costs of designing, purchasing, installing, testing and operating enhanced facilities, systems and services necessary to comply with the wireless E9-1-1 requirements mandated by the Federal Communications Commission.

OPPOSE USE OF ETSB FUNDS TO PURCHASE AUTOMATED EXTERNAL DEFIBRILLATORS

Emergency Telephone Service Boards have limited funds to support the police and fire agencies they serve and diverting funds reduces the ability of public safety agencies to assure the availability of current equipment and technology.

REPEAL LIMITS ON MUNICIPAL UTILITY AUDITS

P.A. 96-1422 usurps the authority of municipalities to audit taxes and fees from utilities and should be repealed.

AMEND THE CURRENT AGGREGATION LEGISLATION - P.A. 96-0176

The Conference supports minor changes that will significantly improve the usefulness of this legislation.

REQUIRE THE ICC TO DEVELOP METRICS FOR UTILITIES

The Conference encourages the legislature to pass legislation that allows the ICC to improve the metrics for all utilities and that the information be available for both individuals and communities.

LEGISLATIVE POSITION STATEMENTS, CONTINUED

SUPPORT ESTABLISHMENT OF GRANT PROGRAM FUNDING FROM NPDES FUNDS

The Conference supports the DuPage River Salt Creek Workgroup proposal to develop a grant program using NPDES funds generated locally to improve stream quality.

PLANNING, LAND USE AND TRANSPORTATION

HEREBY EXCEPTED

REGIONAL AIR CAPACITY

Planning for Regional Air Capacity should seek out the best and most efficient means to meet future demands for air travel while protecting the safety, well-being, and housing of residents, businesses, and travelers and include the proposed third regional airport.

PROTECT SIGN REGULATION

Protect municipal authority to regulate signs.

EXPAND ALLOWABLE ANNEXATION BOUNDARIES

Expand a municipality's rights with respect to involuntary annexations by adding railroad and utility rights-of-way as allowable boundaries.

LIMIT LAND DISCONNECTION

Prohibit the disconnection of land from a municipality without the approval of the city council or the village board.

SUPPORT WESTERN ACCESS

Western Access for O'Hare Airport must be constructed as a meaningful "front entrance" to the facility, and any roadways and other infrastructure must be located within existing airport property while involving municipalities in planning and development of Western Access.

PERMIT SPECIAL SERVICE AREAS FOR STORMWATER FACILITIES

Allow the use of special service areas to provide maintenance and operations for drainage facilities that are the responsibility of homeowner associations.

ALLOW LOCAL GOVERNMENT QUICK-TAKE AUTHORITY

Municipalities should be granted quick-take authority for the acquisition of land for specific purposes.

UPDATE CHANGES TO PLAN COMMISSION PUBLIC HEARINGS

The requirements that applicants must be cross-examined during public hearings need to have some reasonable and common-sense limits.

LIMIT BILLBOARD REMOVAL COMPENSATION

Legislation is necessary to allow municipalities to continue using amortization as a form of "just compensation" when zoning makes a billboard a nonconforming use.

PERMIT TIF FUNDS - VERTICAL CONSTRUCTION

Allow the use of TIF funds for brick and mortar construction to aid in the redevelopment of blighted areas.

ALLOW MUNICIPALITIES TO DETERMINE FORM OF SECURITY POSTED BY DEVELOPERS

Municipalities, rather than developers, should be able to decide whether developers will need a bond or a letter-of-credit for public improvements.

CONFERENCE OFFICERS AND LEGISLATIVE COMMITTEE

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Mayor, City of Warrenville

Vice President, Gary Grasso
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Founded June 19, 1962, the DuPage Mayors and Managers Conference is a council of 32 municipal governments in DuPage County, Illinois. Each member municipality is represented by its mayor and manager as voting delegates. The Conference is a not-for-profit organization supported by membership dues and grants.