

## 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, APRIL 25, 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 - April 11, 2011 - (APPROVE)
  - c. Warrants - \$181,201.81 - April 25, 2011 - (APPROVE)
  - d. A Resolution Authorizing the Village President and the Village Clerk to Accept a Proposal for the 2011 Spring Brush Collection Program - Homer Tree Care, Inc. - (ADOPT)
  - e. A Resolution Waiving the Competitive Bidding Process and Authorizing the Village President and Village Clerk to Execute a Certain Agreement - Streetlight Maintenance Services - Between the Village of Willowbrook and Meade Electric Company, Inc. (ADOPT)
  - f. Motion to Approve - Installation of Fall Arrest System - Payout #1 - Final Payment, Era Valdivia Contractors, Inc. (APPROVE)
  - g. A Resolution Authorizing the President and Village Clerk to Enter into a Certain Agreement - Linda S. Pieczynski - Village Ordinance Prosecutions (ADOPT)
  - h. Village Ethics Officer's Report - Schoenbeck Alleged Ethics Violations (RECEIVE)

### NEW BUSINESS

5. PROCLAMATION - WALTER C. RIGHTON RETIREMENT
6. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
7. DELINQUENT WATER BILLS

8. MOTION - TO CONCUR WITH THE VILLAGE PRESIDENT'S RECOMMENDATIONS FOR REAPPOINTMENTS
9. MOTION TO APPROVE EXPENDITURE - THREE (3) COLT R9033 11.5" M4 COMMANDO RIFLES
10. REPORT - WILLOWBROOK POLICE DEPARTMENT'S 2010 ANNUAL REPORT
11. MOTION TO APPROVE - FISCAL YEAR 2011/12 BUDGET
12. A RESOLUTION APPOINTING A REPRESENTATIVE FROM THE VILLAGE OF WILLOWBROOK TO SERVE ON THE GATEWAY SPECIAL RECREATION ASSOCIATION BOARD OF DIRECTORS

OLD BUSINESS

13. COMMITTEE REPORTS
14. ATTORNEY'S REPORT
15. CLERK'S REPORT
16. ADMINISTRATOR'S REPORT
17. PRESIDENT'S REPORT
18. EXECUTIVE SESSION
  - a. To Discuss Personnel Matters Pursuant to Chapter 5 ILCS 120/2(c)(1)
  - b. To Discuss Collective Negotiating Matters Between the Village and Its Employees and Their Representatives Pursuant to Chapter 5 ILCS 120/1(c)(2)
19. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 11, 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, Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Umberto Davi and Frank Trilla.

ABSENT: Trustee Paul Schoenbeck and Clerk Leroy Hansen

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Deputy Clerk Deborah Hahn, Superintendent Walter Righton, Chief Mark Shelton, Deputy Chief Paul Oggerino, 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 - March 28, 2011 (Approve)
- c. Warrants - April 11, 2011 - \$112,619.84 (APPROVE)
- d. Monthly Financial Report - March 31, 2011 - \$18,967,882.79 (APPROVE)
- e. A Resolution Proclaiming May 15, 2011 as Police Officers Memorial Day and the Week of May 15-20, 2011, as Police Week in the Village of Willowbrook (APPROVE)

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

MOTION: Made by Trustee Davi, 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. AWARD PRESENTATION - ILLINOIS POLICY INSTITUTE, Downers Grove TOWNSHIP LOCAL TRANSPARENCY PROJECT AUDIT

Intern Hummel advised the Board that beginning in November 2010, the Village of Willowbrook began work on increasing its transparency efforts on the village's website. Initially, the Village of Willowbrook received a "C" rating from the Illinois Policy Institute for their ease of information to citizens via the internet. However, the village's website was rated a second time in March 2011. This time the rating increased from 34.1% to 86.6%, an increase of 52.5%. Brian Costin of the Illinois Policy Institute presented the Village Board with a Certificate of Achievement Award for ranking the 3<sup>rd</sup> highest agency among 82 agencies in the State of Illinois; and 2<sup>nd</sup> highest among municipalities.

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

None present.

7. MOTION - BOARD ADVICE AND CONSENT TO PRESIDENT'S REAPPOINTMENT OF WILLIAM J. SCHULER TO THE OFFICE OF CHAIRMAN OF THE VILLAGE OF WILLOWBROOK'S BOARD OF POLICE COMMISSIONERS

MOTION: Made by Trustee Mistele, seconded by Trustee Davi, to concur with the Village President's recommendation to reappoint William J. Schuler as Chairman to the Village Board of Police Commissioners.

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

MOTION DECLARED CARRIED

8. A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - JANITORIAL SERVICES, ECO CLEAN MAINTENANCE, INC.

Administrator Halik advised that a public bid opening was held for the annual janitorial services contract on Monday, April 4, 2011 at 10:30 a.m. Nine (9) bids were picked up by various vendors and six (6) of them attended the mandatory pre-bid meeting, held on March 11, 2011.

Two (2) vendors submitted completed bids. Of the two bids, Eco Clean Maintenance, Inc. bid came in at \$17,388/year (\$1,449.00/month), which is 8% lower than the current contract price (\$1,512.00 savings). The contract also includes cleaning supplies and would begin on May 1, 2011.

MOTION: Made by Trustee Mistele, seconded by Trustee Baker to approve Resolution No. 11-R-11 for Eco Clean Maintenance, Inc. janitorial contract.

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

MOTION DECLARED CARRIED

9. AN ORDINANCE ANNEXING CERTAIN PROPERTY - 315 65<sup>TH</sup> STREET, WILLOWBROOK, ILLINOIS - BASSLER

Administrator Halik advised that Mr. & Mrs. Bassler submitted a petition for annexation for property at 315 65<sup>th</sup> Street, which is located on the southwest corner of Western and 65<sup>th</sup> Street. This property became contiguous upon annexation of the May Subdivision, which was approved on December 13, 2010. Once approved, it will be placed on the zoning map and zoned as R-1.

MOTION: Made by Trustee Davi, seconded by Trustee Kelly to approve Ordinance No. 11-O-04 to annex property 315 65<sup>th</sup> Street.

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

MOTION DECLARED CARRIED

10. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Davi had no report.

Trustee Trilla had no report

11. ATTORNEY'S REPORT

Attorney Hennessy had no report.

12. CLERK'S REPORT

Deputy Clerk Hahn reminded Board members that their Statement of Economic Interest form needs to be completed and filed with the DuPage County Clerk prior to May 1, 2011, otherwise, penalties will incur.

Deputy Clerk Hahn thanked Trustee Kelly for Clerk Hansen for observing a typographical error in Resolution No. 11-R-11 - Police Week.

13. ADMINISTRATOR'S REPORT

Administrator Halik advised the following:

- The Monthly Staff Report will be distributed on Friday, April 15, 2011.
- On Tuesday, April 12, 2011, he will be meeting with a FEMA representative for the Public Assistance Program that involved the February 2011 blizzard.
- Staff is working on the annual Village Brush Collection Program for the week of May 9, 2011.

14. PRESIDENT'S REPORT

President Napoli passed out sealed envelopes to all Village Board members for their review. Due to his absence, Trustee Schoenbeck will have his envelope hand-delivered on Tuesday morning, April 12, 2011 by a Willowbrook police officer.

15. EXECUTIVE SESSION

No Executive Session was held.

16. ADJOURNMENT

MOTION: Made by Trustee Baker, seconded by Trustee Davi to adjourn the meeting at the hour of 7:16 p.m.

Page 5  
Village Board Minutes  
April 11, 2011

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

\_\_\_\_\_, 2011.

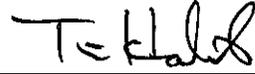
\_\_\_\_\_  
Village President

Minutes transcribed by Debbie Hahn.

WARRANTS

April 25, 2011

GENERAL CORPORATE FUND	-----	\$116,275.23
WATER FUND	-----	62,826.58
POLICE PENSION FUND	-----	2,100.00
TOTAL WARRANTS	-----	\$181,201.81



\_\_\_\_\_  
Tim Halik, Village Administrator

APPROVED:

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

VILLAGE OF WILLOWBROOK

RUN DATE: 04/19/11

BILLS PAID REPORT FOR APRIL, 2011

PAGE: 1

RUN TIME: 10:54AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	04/26 CK# 77352	\$104.25
1009686/MAR 11 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	104.25
ACE STORE NO. 11 (17)	04/26 CK# 77353	\$28.96
410305/4 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	28.96
AFLAC (46)	04/26 CK# 77354	\$2,530.38
934375/APR11 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	597.78
934375/APR11 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,932.60
AL WARREN OIL CO (2205)	04/26 CK# 77355	\$5,044.20
1659091 GASOLINE INVENTORY 01-190-126	01-190-126	5,044.20
AMATEUR SOFTBALL ASSOCIATION (69)	04/26 CK# 77356	\$308.00
14 TEAMS SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	308.00
AMMUNITION TO GO (2375)	04/26 CK# 77357	\$3,641.46
4/18/11 - 1 AMMUNITION 01-451-346	01-30-630-346	907.74
4/18/11 - 2 AMMUNITION 01-451-346	01-30-630-346	911.24
4/18/11 - 3 AMMUNITION 01-451-346	01-30-630-346	911.24
4/18/11 - 4 AMMUNITION 01-451-346	01-30-630-346	911.24
AT & T LONG DISTANCE (66)	04/26 CK# 77359	\$86.49
8541927415MAR11 PHONE - TELEPHONES 01-420-201	01-10-455-201	86.49
AT & T U-VERSE (SM) (2342)	04/26 CK# 77360	\$7.44
105661049/MAR11 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	7.44
AZAVAR AUDIT SOULUTIONS INC (158)	04/26 CK# 77361	\$470.30
8386/APR 11 UTILITY TAX 01-310-205	01-310-205	470.30
JOSE CHAVEZ-JIMENEZ (322)	04/26 CK# 77362	\$675.55
2001 UNFRMS UNIFORMS 01-451-345	01-30-630-345	675.55
CHEFS FOR A DAY (237)	04/26 CK# 77363	\$598.70
11-057 BUILDING PERMITS 01-310-401	01-310-401	598.70
CHICAGO TRIBUNE (330)	04/26 CK# 77364	\$80.60
30098793EXP0412 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	80.60
CHRISTOPHER B. BURKE (333)	04/26 CK# 77365	\$9,389.87
99558 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	3,412.20
99560 REIMB.	01-15-520-247	348.00
99561 FEES- ENGINEERING 01-15-520-245	01-15-520-245	284.93
99562 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	110.00
99563 FEES - ENGINEERING 01-505-245	01-35-720-245	165.00
99564 FEES - ENGINEERING 01-505-245	01-35-720-245	2,931.54
99565 FEES - ENGINEERING 01-505-245	01-35-720-245	1,333.70
99566 FEES - ENGINEERING 01-555-245	01-40-820-245	110.00
99567 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	694.50
CODE EXPRESS (1862)	04/26 CK# 77366	\$100.00
WL72387 TRAFFIC FINES 01-310-502	01-310-502	50.00
WL72392 TRAFFIC FINES 01-310-502	01-310-502	50.00
COMMONWEALTH EDISON (370)	04/26 CK# 77367	\$216.08
0423085170APR11 RED LIGHT - COM ED	01-30-630-248	51.19
0791026027APR11 RED LIGHT - COM ED	01-30-630-248	42.34
4403140110APR11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	65.47
6863089003APR11 RED LIGHT - COM ED	01-30-630-248	57.08
DANIEL AND LIINDA LEHMAN (1792)	04/26 CK# 77368	\$680.00
SQUID PANTS SUMMER RECREATION FEES 01-310-815	01-310-815	680.00

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR APRIL, 2011

RUN DATE: 04/19/11

RUN TIME: 10:54AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DENNIS YOUNG (1862)	04/26 CK# 77369	\$100.00
351191150 RED LIGHT FINES 01-310-503	01-310-503	100.00
DUPAGE COUNTY (511)	04/26 CK# 77370	\$500.00
100 COUPNS TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
100 COUPNS SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	04/26 CK# 77371	\$468.37
#72/FEB 2011 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
FIRE INVESTIGATORS STRIKE FORCE (600)	04/26 CK# 77374	\$30.00
5/3 BARNACLE FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	30.00
FIRESTONE TIRE & SERVICE (603)	04/26 CK# 77375	\$502.16
168763 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	98.16
170175 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	404.00
GORDON FLESCH (695)	04/26 CK# 77376	\$68.24
OZ3680 COPY SERVICE 01-420-315	01-10-455-315	68.24
W.W. GRAINGER (1999)	04/26 CK# 77377	\$43.56
9506806695 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	43.56
I.M.R.F. PENSION FUND (917)	04/26 CK# 77380	\$2,627.33
APR 2011 SLEP PENSION 01-420-155	01-10-455-155	2,627.33
ILLINOIS DIRECTOR OF (475)	04/26 CK# 77381	\$8,358.22
1ST QTR 2011 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-10-455-144	337.75
1ST QTR 2011 EMPLOYEE BENEFITS - UNEMPLOYMENT	01-15-510-144	98.51
1ST QTR 2011 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-601-144	01-20-550-144	245.42
1ST QTR 2011 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-25-610-144	294.59
1ST QTR 2011 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-30-630-144	6,434.34
1ST QTR 2011 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-501-144	01-35-710-144	607.04
1ST QTR 2011 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-551-144	01-40-810-144	340.57
ILLINOIS PAPER COMPANY (898)	04/26 CK# 77382	\$220.90
584828 OFFICE SUPPLIES 01-420-301	01-10-455-301	159.90
584828-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	61.00
JACK PHELAN DODGE (2285)	04/26 CK# 77383	\$90.00
DOCS56294 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	90.00
LAUREN KASPAR (1035)	04/26 CK# 77384	\$80.41
11 UNFRMS UNIFORMS 01-451-345	01-30-630-345	80.41
KING CAR WASH (1057)	04/26 CK# 77385	\$410.00
60/MAR 2011 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	410.00
KRAMER TREE SPECIALISTS INC. (1080)	04/26 CK# 77386	\$6,283.50
2227 TREE MAINTENANCE 01-535-338	01-35-750-338	6,283.50
LION HEART (1154)	04/26 CK# 77387	\$877.00
2028061 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	680.00
2028113 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	197.00
MEADE ELECTRIC COMPANY (1236)	04/26 CK# 77388	\$421.55
650092 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	421.55
MIDWEST LASER SPECIALISTS, INC (1276)	04/26 CK# 77389	\$529.98
1063469 OPERATING SUPPLIES 01-451-331	01-30-630-331	264.99
1063583 OPERATING SUPPLIES 01-451-331	01-30-630-331	264.99
MULTI BUSINESS FORMS INC. (1316)	04/26 CK# 77390	\$211.74
220302 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	211.74

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR APRIL, 2011

RUN DATE: 04/19/11

RUN TIME: 10:54AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NATIONAL POWER RODDING CORP (1346) 41693 JET CLEANING CULVERT 01-535-286	04/26 CK# 77391 01-35-750-286	\$3,521.90 3,521.90
NICOR GAS (1370) 39303229304MR11 NICOR GAS	04/26 CK# 77392 01-35-725-415	\$1,535.89 1,535.89
NORTH AMERICAN SALT CO (1372) 70666668 OPERATING SUPPLIES 01-540-331 70667210 OPERATING SUPPLIES 01-540-331	04/26 CK# 77393 01-35-755-331 01-35-755-331	\$26,007.71 14,438.59 11,569.12
NOVELLE LAW ASSOCIATES (2373) 606 FEES - SPECIAL ATTORNEY 01-425-241	04/26 CK# 77394 01-10-470-241	\$598.55 598.55
ORKIN EXTERMINATING (1439) D2604360/APR11 MAINTENANCE - BUILDING 01-405-228	04/26 CK# 77395 01-10-466-228	\$66.54 66.54
PACIFIC TELEMAGEMENT SERVICES (2197) 265761/MAY11 PHONE - TELEPHONES 01-420-201	04/26 CK# 77396 01-10-455-201	\$78.00 78.00
PATTEN TRACTOR & EQUIPMENT CO (1475) TM500277383 MAINTENANCE - EQUIPMENT 01-525-411	04/26 CK# 77397 01-35-740-411	\$1,008.63 1,008.63
PCS INTERNATIONAL (2201) 126157 OPERATING SUPPLIES 01-410-331	04/26 CK# 77398 01-10-460-331	\$126.93 126.93
PETTY CASH C/O TIM HALIK (1492) 11-2776 CONFIDENTIAL FUNDS 01-470-339 4/18/11 SCHOOLS-CONFERENCE TRAVEL 01-420-304	04/26 CK# 77400 01-30-655-339 01-10-455-304	\$138.75 50.00 88.75
PHILLIP'S FLOWERS (1498) 0731711 PUBLIC RELATIONS 01-435-365	04/26 CK# 77401 01-10-475-365	\$137.95 137.95
PROVEN BUSINESS SYSTEMS (1556) 87399 COPY SERVICE 01-420-315	04/26 CK# 77402 01-10-455-315	\$375.00 375.00
PUBLIC SAFETY DIRECT INC (2309) 21894 MAINTENANCE - VEHICLES 01-451-409	04/26 CK# 77403 01-30-630-409	\$57.50 57.50
RAGS ELECTRIC, INC (1585) 7433 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	04/26 CK# 77404 01-35-725-412	\$138.84 138.84
RATHS, RATHS & JOHNSON, INC. (1591) 11021-103 PLAN REVIEW - STRUCTURAL 01-555-255	04/26 CK# 77405 01-40-820-255	\$2,554.00 2,554.00
LORI RINELLA (2204) 11 UNFRMS UNIFORMS 01-451-345	04/26 CK# 77406 01-30-630-345	\$350.69 350.69
RUTLEDGE PRINTING CO. (1648) 108276 PRINTING & PUBLISHING 01-451-302	04/26 CK# 77407 01-30-630-302	\$114.07 114.07
SCHNEIDER NATIONAL (1862) WL 72382/72385 TRAFFIC FINES 01-310-502	04/26 CK# 77408 01-310-502	\$150.00 150.00
SCHWAAB, INC. (1672) B00587 OFFICE SUPPLIES 01-420-301	04/26 CK# 77409 01-10-455-301	\$36.49 36.49
SCOTT CONTRACTING INC (1682) 2017 STORM WATER IMPROVEMENTS MAT 01-535-381	04/26 CK# 77410 01-35-750-381	\$634.77 634.77
SERVICE SANITATION INC (1697) 6532772 RENT - EQUIPMENT 01-615-234	04/26 CK# 77411 01-20-570-234	\$69.00 69.00
SHELTON MARK (1709) 11 UNIFORMS UNIFORMS 01-451-345	04/26 CK# 77412 01-30-630-345	\$276.80 276.80
SIKICH LLP (1722) 126376 3/9-4/5 CONSULTING FEES	04/26 CK# 77413 01-10-471-253	\$7,808.50 7,808.50

## VILLAGE OF WILLOWBROOK

RUN DATE: 04/19/11

BILLS PAID REPORT FOR APRIL, 2011

PAGE: 4

RUN TIME: 10:54AM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SPRING-GREEN (1755)	04/26 CK# 77414	\$3,884.29
4035387 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	253.75
4035389 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	169.20
4035390 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	56.39
4035393 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	287.60
4035394 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	169.10
4035395 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	118.45
4035396 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	496.20
4035397 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	225.55
4035398 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	16.95
4035400 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	242.50
4035402 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	1,764.00
4035404 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	84.60
STAPLES (1767)	04/26 CK# 77415	\$30.88
151492310001178 OFFICE SUPPLIES 01-420-301	01-10-455-301	30.88
STERLING CODIFIERS INC. (1773)	04/26 CK# 77416	\$601.00
10957 CODIFY ORDINANCES 01-415-261	01-10-455-266	601.00
STONE WHEEL INC (1780)	04/26 CK# 77417	\$14.21
716034 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	14.21
MICHELLE STRUGALA (1786)	04/26 CK# 77418	\$468.16
IDEOA CONF DRUG FORFEITURE EXP. - STATE 01-465-348	01-30-650-348	468.16
CYNTHIA STUHL (1788)	04/26 CK# 77419	\$143.43
11 UNFRMS UNIFORMS 01-451-345	01-30-630-345	143.43
T.P.I. (1886)	04/26 CK# 77420	\$6,456.14
4870/MAR 11 REIMB.	01-40-820-258	3,951.14
4870/MAR 11 PART TIME INSPECTOR 01-565-109	01-40-830-109	1,785.00
4870/MAR 11 REIMB.	01-40-830-115	720.00
TAMELING GRADING (1836)	04/26 CK# 77421	\$1,320.00
TG5/MAR 2011 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,200.00
TG5/MAR 2011 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	120.00
TAMELING INDUSTRIES (1844)	04/26 CK# 77422	\$77.58
70926 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	22.00
71104 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	55.58
THOMPSON ELEV. INSPECT. SERVICE (1873)	04/26 CK# 77423	\$258.00
11-1115 REIMB.	01-40-830-117	215.00
11-1185 ELEVATOR INSPECTION 01-565-117	01-40-830-117	43.00
TJ CONEVERA'S INC (1830)	04/26 CK# 77424	\$1,398.00
11-0963 AMMUNITION 01-451-346	01-30-630-346	915.00
11-0964 AMMUNITION 01-451-346	01-30-630-346	483.00
TOM & JERRY'S SHELL SERVICES (1883)	04/26 CK# 77425	\$2,226.31
43908 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
43910 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
43911 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	380.75
43936 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	635.55
43940 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
43957 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	81.60
43982 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	115.21
43991 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	341.23
44015 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	478.47

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2011

PAGE: 5

RUN DATE: 04/19/11

RUN TIME: 10:54AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
44017 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
44024 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
44025 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
TRITON ELECTRONICS INC (2374)	04/26 CK# 77426	\$51.00
6847 OPERATING EQUIPMENT 01-451-401	01-30-630-401	51.00
UNIFIRST (1926)	04/26 CK# 77427	\$153.55
0610584689 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	153.55
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971)	04/26 CK# 77428	\$3,939.93
394098MAR11 FEES - LABOR COUNSEL 01-425-242	01-10-470-242	3,939.93
WAREHOUSE DIRECT (2002)	04/26 CK# 77429	\$812.81
1088733-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	59.84
1090442-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	159.62
1090442-0 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	143.99
1090442-0 OFFICE SUPPLIES 01-551-301	01-40-810-301	88.99
1091488-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	43.00
1091610-0 OFFICE SUPPLIES 01-551-301	01-40-810-301	133.02
1092325-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	164.40
1101005-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	42.03
C1041954-0 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	-22.08
WELCH PACKAGING CHICAGO INC (2010)	04/26 CK# 77430	\$830.70
172158 OFFICE SUPPLIES 01-420-301	01-10-455-301	830.70
WILD GOOSE CHASE INC (2047)	04/26 CK# 77431	\$840.00
15048 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00
WILLOWBROOK FORD INC. (2056)	04/26 CK# 77432	\$147.49
6088002/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	147.49
THE YOGA TEACHERS' GROUP INC (2109)	04/26 CK# 77434	\$1,050.00
2/21-3/28/11SPR WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	1,050.00
TOTAL GENERAL CORPORATE FUND		\$116,275.23

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR APRIL, 2011

RUN DATE: 04/19/11

PAGE: 6

RUN TIME: 10:54AM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACE STORE NO. 11 (17)	04/26 CK# 77353	\$23.38
410460/4 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694	02-50-440-694	23.38
AT & T MOBILITY (64)	04/26 CK# 77358	\$71.73
826930710/APR11 PHONE - TELEPHONES 02-401-201	02-50-401-201	71.73
COMMONWEALTH EDISON (370)	04/26 CK# 77367	\$2,084.34
4651111049APR11 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	995.50
5071072051APR11 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,088.84
DUPAGE WATER COMMISSION (521)	04/26 CK# 77372	\$58,154.55
9120/MAR 11 PURCHASE OF WATER 02-420-575	02-50-420-575	58,154.55
ENVIRO TEST INC (555)	04/26 CK# 77373	\$87.50
11-128313MAR11 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
H AND R CONSTRUCTION INC. (742)	04/26 CK# 77378	\$650.00
13998 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	650.00
HD SUPPLY WATERWORKS, LTD (2191)	04/26 CK# 77379	\$504.00
2806137 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	504.00
ILLINOIS DIRECTOR OF (475)	04/26 CK# 77381	\$607.04
1ST QTR 2011 EMPLOYEE BENEFITS - UNEMPLOYMENT	02-50-401-144	607.04
PDC LABORATORIES INC (1477)	04/26 CK# 77399	\$150.00
681451S SAMPLING ANALYSIS 02-420-362	02-50-420-362	150.00
SPRING-GREEN (1755)	04/26 CK# 77414	\$190.05
4035388 LANDSCAPING-STANDPIPE 02-420-297	02-50-420-297	190.05
TAMELING GRADING (1836)	04/26 CK# 77421	\$160.00
TG5/MAR 11 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	160.00
WAREHOUSE DIRECT (2002)	04/26 CK# 77429	\$143.99
1091610-0 OFFICE SUPPLIES 02-401-301	02-50-401-301	143.99
TOTAL WATER FUND		\$62,826.58

RUN DATE: 04/19/11

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR APRIL, 2011

PAGE: 7

RUN TIME: 10:54AM

POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WOLF & COMPANY LLP (2340)	04/26 CK# 77433	\$2,100.00
90437 AUDIT 07-401-251	07-62-401-251	2,100.00
TOTAL POLICE PENSION FUND		\$2,100.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2011

RUN DATE: 04/19/11

SUMMARY ALL FUNDS

RUN TIME: 10:54AM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	116,275.23	*
02-110-105	WATER FUND-CHECKING 0010330283	62,826.58	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	2,100.00	*
TOTAL ALL FUNDS		181,201.81	**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE 2011 SPRING BRUSH COLLECTION PROGRAM – HOMER TREE CARE, INC.</p>	<p>AGENDA NO. 4d</p> <p>AGENDA DATE: <u>04/25/11</u></p>
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<p><b>STAFF REVIEW:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u>Tim Halik</u></p>
<p><b>LEGAL REVIEW:</b> N/A</p>	<p><b>SIGNATURE:</b> <u>N/A</u></p>
<p><b>RECOMMENDED BY:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u>Tim Halik</u></p>
<p><b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input checked="" type="checkbox"/> on <u>4/11/11</u> NO <input type="checkbox"/> N/A <input type="checkbox"/></p>	

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

Last year, the Village’s regular tree maintenance contractor, Kramer Tree Specialist, Inc., completed the Village-wide Spring brush collection program. Rather than a curb-side brush chipping program, the Village performed a curb-side brush collection/grinding program. However, the cost of running such a program has become cost prohibitive, and we have no immediate need for such a large quantity of ground mulch.

As an alternative, staff would recommend that a typical curb-side chipping program be conducted this Spring during the week of May 9, 2011. Therefore, staff has solicited proposals from several of the landscape contractors that have previously performed the typical curb-side chipping program for us:

VENDOR	COST
Homer Tree Care, Inc.	\$99.00/hr. per crew
Steve Piper & Sons, Inc.	\$110.00/hr. per crew
Winkler’s Tree Service, Inc.	\$110.00/hr. per crew
Kramer Tree Specialists, Inc.	\$197.00/hr. per crew

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

Staff anticipates that two (2) chipping crews would be required to work approximately 50 hours time to complete the Spring program. Therefore, the estimated cost of the program is \$9,900. The F.Y. 2011/12 Budget includes the following funding to conduct both the Spring and Fall Brush Collection Programs:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>
PW – Street Maint.	01-35-755-284	Reimb. Exp. – Brush Pick-Up	\$22,000.00

**ACTION PROPOSED:** Adopt resolution.

RESOLUTION NO. 11-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE 2011 SPRING BRUSH COLLECTION PROGRAM – HOMER TREE CARE, INC.

---

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Homer Tree Care, Inc. on a time and material basis for the 2011 Spring Brush Collection Program in an amount set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 25<sup>th</sup> day of April, 2011

APPROVED:

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

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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



**To:** Tim Halik with the Village of Willowbrook **From:** Rich Reposh  
**Fax:** 630-920-2427 **Date:** 4/2/11  
**Phone:** 630-920-2237 **Pages:** 2 including cover  
**Re:** Willowbrook Spring Brush Collection **Sent by:** Sheryl

Urgent  For Review  Please Comment  Please Reply

● **Comments:**

Please find the following our proposal for the above stated project. Should you have any further questions or concerns, please do not hesitate to contact us here at the office or via email. Thank you for choosing Homer Tree and have a wonderful afternoon!

*Sheryl A. Leslie*

Homer Tree Care, Inc.

14000 S. Archer Avenue

Lockport, IL 60441

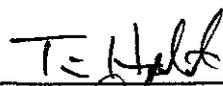
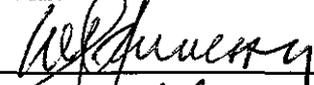
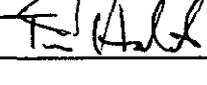
[Sheryl@homertree.com](mailto:Sheryl@homertree.com)



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – STREETLIGHT MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND MEADE ELECTRIC COMPANY, INC.</p>	<p><b>AGENDA NO.</b> 4e</p> <p><b>AGENDA DATE:</b> <u>04/25/11</u></p>
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<p><b>STAFF REVIEW:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u></u></p>
<p><b>LEGAL REVIEW:</b> William Hennessy</p>	<p><b>SIGNATURE:</b> <u></u></p>
<p><b>RECOMMENDED BY:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u></u></p>
<p><b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input checked="" type="checkbox"/> on <u>4/11/11</u> NO <input type="checkbox"/> N/A <input type="checkbox"/></p>	

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

The Village's annual streetlight maintenance contract includes the maintenance and repair of the approximate 160 Village-owned streetlights throughout town. In 2007, after a competitive bidding process, the low bid was received by Meade Electric, and the contract was subsequently awarded to them. Meade Electric has provided the service to the Village since that time. The following is a history of the contract prices charged to the Village by Meade Electric:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2007-2008	Meade Electric	\$9,972.00	-
FY 2008 -2009	Meade Electric	\$9,972.00	0%
FY 2009-2010	Meade Electric	\$9,972.00	0%
FY 2010-2011	Meade Electric	\$9,972.00	0%

As illustrated above, Meade Electric has not asked for a rate increase since their 2007/08 contract with the Village. Staff is very pleased with the quality of services currently provided by Meade Electric. Therefore, staff asked whether they would consider a contract extension for a subsequent season. Meade responded that the cost of the products (i.e., bulbs, fuses, and other electrical equipment) in addition to fuel prices has risen. Therefore, in order to provide to a one-year contract extension with the Village, they would request a nominal 4% increase.

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

The Municipal Services Committee discussed this item at their regular meeting on April 11, 2011 and recommends that the Village Board approve a one-year contract renewal with Meade Electric with a 4% increase in price. This would be a \$398.88 increase in the contract price. Therefore, staff recommends that the competitive bidding process be waived and that a one-year contract extension be awarded to Meade Electric with a 4% increase in price over 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 – STREETLIGHT MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND MEADE ELECTRIC COMPANY, INC.

---

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 Meade Electric Company, Inc., for the purposes of providing streetlight 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 Meade Electric Company, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Meade Electric Company, Inc. providing streetlight 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 25th day of April, 2011.

APPROVED:

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

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT made and entered into this 25 day of April, 2011, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Meade Electric Company, 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-17, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Meade Electric Company, Inc. for the purposes of providing streetlight maintenance 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 \$10,370.88; and,

WHEREAS, Meade Electric Company, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$10,370.88, as agreed to by a letter to the Village dated April 18, 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 Meade Electric Company, Inc. 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 \$10,370.88.

Section 3. Notwithstanding anything to the contrary, Meade Electric Company, Inc. 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

Meade Electric Company, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
STREETLIGHT MAINTENANCE SERVICES

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

BIDDER: MEADE ELECTRIC COMPANY, INC., 9550 W. 55<sup>TH</sup> STREET, SUITE  
A, MCCOOK, IL 60525

*APPROXIMATELY FIFTY-FOUR (54) PAGES*

RESOLUTION NO. 10-R- 17

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – STREETLIGHT MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND MEADE ELECTRIC COMPANY, INC.

---

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 Meade Electric Company, Inc., for the purposes of providing streetlight 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 Meade Electric Company, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Meade Electric Company, Inc. providing streetlight 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 12th day of April, 2010.

APPROVED:

Robert A. Napoli  
Village President

ATTEST:

Leroy Hanson  
Village Clerk

ROLL CALL VOTE:

AYES: 5 BAKER, KELLY, MISTELE, O'CONNOR, SCHOENBECK

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 Meade Electric Company, 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-17, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Meade Electric Company, Inc. for the purposes of providing streetlight maintenance 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 \$9,972.00; and,

WHEREAS, Meade Electric Company, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$9,972.00, as agreed to by a letter to the Village dated March 29, 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 Meade Electric Company, Inc. 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 \$9,972.00.

Section 3. Notwithstanding anything to the contrary, Meade Electric Company, Inc. 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:

Erroy Hansen  
Village Clerk

Meade Electric Company, Inc.

By: M. H. H.

Its: Vice President

ATTEST:

John J. Roselli

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
STREETLIGHT MAINTENANCE SERVICES**

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

**BIDDER: MEADE ELECTRIC COMPANY, INC., 9550 W. 55<sup>TH</sup> STREET, SUITE  
A, McCOOK, IL 60525**

*APPROXIMATELY FORTY-EIGHT (48) PAGES*

RESOLUTION NO. 09-R- 17

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – STREETLIGHT - MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND MEADE ELECTRIC COMPANY, INC.

---

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 Meade Electric Company, Inc., for the purposes of providing streetlight 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 Meade Electric Company, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Meade Electric Company, Inc. providing streetlight 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 13th day of April, 2009.

APPROVED:

Robert A. Napoli  
Acting Village President

ATTEST:

L. Ingrid Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: Kelly, Mistele, Schoenbeck, O'Connor, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: BAKER

AGREEMENT

THIS AGREEMENT made and entered into this 13 day of April, 2009, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Meade Electric Company, 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-20, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Meade Electric Company, Inc. for the purposes of providing streetlight 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 from May 1, 2009, to April 30, 2010, with the total amount not to exceed \$9,972.00; and,

WHEREAS, Meade Electric Company, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$9,972.00, as agreed to by a letter to the Village dated March 27, 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 Meade Electric Company, Inc. 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 \$9,972.00.

Section 3. Notwithstanding anything to the contrary, Meade Electric Company, Inc. 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: \_\_\_\_\_  
Acting Village President

ATTEST:

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

Meade Electric Company, Inc.

By: Michael K. Knutson  
Michael K. Knutson  
Vice President  
Its: \_\_\_\_\_

ATTEST:

John T. Mesilli

RESOLUTION NO. 08-R- 20

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - STREETLIGHT MAINTENANCE SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND MEADE ELECTRIC COMPANY, INC.

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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 Meade Electric Company, Inc., for the purposes of providing streetlight 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;

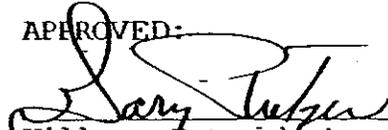
SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Meade Electric Company, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Meade Electric Company, Inc. providing streetlight 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.

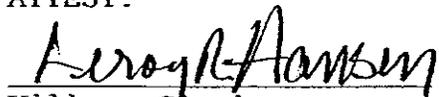
SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

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 Meade Electric Company, 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-16, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Meade Electric Company, Inc. for the purposes of providing streetlight 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 \$9,972.00; and,

WHEREAS, Meade Electric Company, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$9,972.00, as agreed to by a letter to the Village

dated April 4, 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.

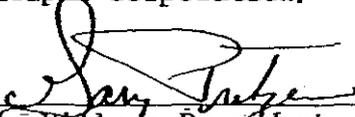
Section 2. The Village and Meade Electric Company, Inc. hereby extend the term of the Contract for the period from May 1, 2008, to April 30, 2009, with the total cost amount not to exceed \$9,972.00.

Section 3. Notwithstanding anything to the contrary, Meade Electric Company, Inc. 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.

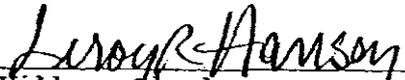
Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

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

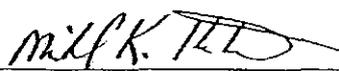
VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

By:   
Village President

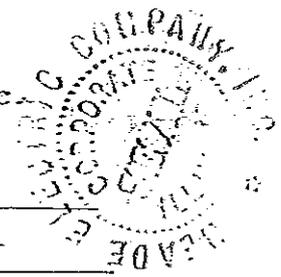
ATTEST:

  
Village Clerk

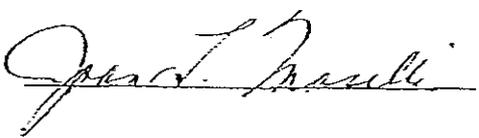
Meade Electric Company, Inc.

By: 

Its: VICE PRESIDENT



ATTEST:



**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
STREETLIGHT MAINTENANCE SERVICES**

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

**BIDDER: MEADE ELECTRIC COMPANY, INC., 9550 W. 55<sup>TH</sup> STREET, SUITE  
A, McCOOK, IL 60525**

*APPROXIMATELY THIRTY-FIVE (35) PAGES*

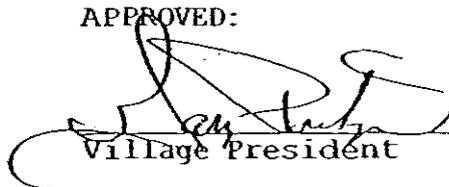
RESOLUTION NO. 07-R-16

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT TO ACCEPT A PROPOSAL FOR STREETLIGHT MAINTENANCE SERVICES - MEADE ELECTRIC COMPANY, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the competitive bidding process is hereby waived and that the Village President is hereby authorized and directed to execute a certain agreement between the Village of Willowbrook and Meade Electric Company, Inc., for Streetlight Maintenance Services, per the terms and conditions contained in the documents attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 23<sup>rd</sup> day of April, 2007

APPROVED:

  
Village President

ATTEST:

  
Village Clerk

ROLL CALL VOTE:: AYES: Baker, Mistek, Brown, Napoli, Schaefer, McWhorter

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

**ORIGINAL**

**SPECIFICATIONS AND DOCUMENTS**  
for

**Street Light Maintenance Services**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527

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

ACCOUNT NUMBER: \_\_\_\_\_

DEPOSIT: \_\_\_\_\_

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

BOND(S) REQUIRED: \_\_\_\_\_

(See Page 4, Item 6)

DRAWINGS: \_\_\_\_\_

N/A

PROPOSALS DUE: \_\_\_\_\_

Monday, April 16, 2007 by 12:00 Noon

**VILLAGE HALL**  
7760 Quincy Street  
Willowbrook, Illinois 60527

Issued by:

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

Philip J. Modaff  
Village Administrator

Sue Stanish  
Director of Finance

## REQUEST FOR PROPOSAL

The Village of Willowbrook will be accepting proposals for the item listed. Proposals will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until Monday, April 16, 2007 at 12:00 Noon.

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

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

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

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

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

## I. GENERAL CONDITIONS

### 1. DEFINITIONS

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

A. **CONTRACTOR or VENDOR** shall mean:

Meade Electric Company, Inc.

9550 W. 55th Street, Suite A

McCook, IL 60525

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

### 2. PREPARATION AND SUBMISSION OF PROPOSAL

The vendor must submit his/her proposal in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars.

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

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

### **3. WITHDRAWAL OF PROPOSAL**

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

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

### **4. SUBMISSION OF ALTERNATE PROPOSALS**

Vendor may submit alternate proposals provided that:

- Proposals meet Village Specifications and are submitted separately.
- The Village shall not consider an alternate proposal which fails to meet specifications.

### **5. BID DEPOSIT**

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

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

### **6. SECURITY FOR PERFORMANCE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within seven (7) 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 seven (7) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

### **7. EQUIVALENT PRODUCTS**

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

## **8. BASIS OF AWARD**

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

## **9. ACCEPTANCE OF PROPOSAL**

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

## **10. CATALOGS**

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

## **11. DELIVERY**

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

## **12. GUARANTEES AND WARRANTS**

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

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

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

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

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

## **14. COMPETENCY OF CONTRACTOR**

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

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

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

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

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

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

**16. SPECIAL HANDLING**

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

**17. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**18. TOXIC SUBSTANCES**

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

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

## 19. PRICE REDUCTIONS

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

## 20. TERMINATION OF PROPOSAL

- A. The Village may, by written notice of default to the successful Vendor, terminate the whole or part of this proposal in any one of the following circumstances:
1. If the successful Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Vendor); or
  2. If the successful Vendor fails to perform any of the other provisions of this proposal, or so fails to make progress as to endanger performance of this proposal in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
  3. If it is determined that successful Vendor knowingly falsified information provided to the Village.
  4. If it is determined that successful Vendor offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
  5. Any order is entered in any proceeding against the successful Vendor decreeing the dissolution of the successful Vendor and such order remains in effect for sixty (60) days.

6. The successful Vendor shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Vendor, or commence any proceedings relating to the successful Vendor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Vendor, and the successful Vendor indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Vendor bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.

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

## 21. EQUAL EMPLOYMENT OPPORTUNITY

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

### EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

**SUBCONTRACTS**

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

**CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

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

**22. INSURANCE SPECIFICATIONS**

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

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

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

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

### 23. INSURANCE POLICY(S) ENDORSEMENT

*SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.*

VILLAGE OF WILLOWBROOK ("The Village")

Attention: Administration Department

7760 Quincy Street

Willowbrook, Illinois 60527

#### A. POLICY INFORMATION.

- 1. Insurance Company \_\_\_\_\_
- 2. Policy Number \_\_\_\_\_
- 3. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- 4. Endorsement Effective Date \_\_\_\_\_
- 5. Named Insured \_\_\_\_\_
- 6. Address of Named Insured \_\_\_\_\_
- 7. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- 8. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**B. VERIFICATION OF COVERAGE**

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

In the event that the successful Bidder(s) fails to furnish the insurance coverage within seven (7) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

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

**C. POLICY AMENDMENTS.**

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

**1. INSURED.**

**(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)**

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

**2. CONTRIBUTION NOT REQUIRED.**

**(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)**

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

**3. SEVERABILITY OF INTEREST.**

**(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)**

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

**4. SUBCONTRACTORS.**

**(ALL COVERAGES)**

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

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

**(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)**

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

**6. CANCELLATION NOTICE.**

**(ALL COVERAGES)**

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown on the heading of the endorsement.

**7. SUBROGATION.**

**(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)**

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

**8. ACCEPTABILITY OF INSURERS.**

**(ALL COVERAGES)**

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

**9. ASSUMPTION OF LIABILITY.**

**(ALL COVERAGES)**

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

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

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

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

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

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

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

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

**24. INDEMNITY HOLD HARMLESS PROVISION**

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

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

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

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL**

Meade Electric Company, Inc. \_\_\_\_\_, as part of its  
(Name of Contractor)

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

By: *M.K.H.*  
Authorized Agent of Company

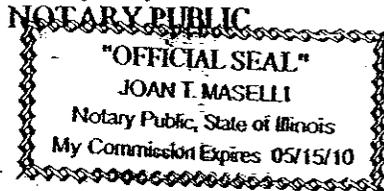


SUBSCRIBED AND SWORN BEFORE ME

This 16th day of  
April, 20 07

MY COMMISSION EXPIRES:

May 15, 2010  
Joan T. Maselli



**ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A**

Name of Insurer: See attached Certificate of Insurance  
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.

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
12/27/06

**PRODUCER**  
ROBERT B. MCMANUS, INC  
111 W JACKSON BLVD, STE 1134  
CHICAGO, IL 60604  
(312) 786-9090 FAX: 341-1133

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**  
MEADE ELECTRIC CO., INC.  
9550 W. 55TH ST., STE. A, MCCOOK, IL  
650 S. Lake St., Gary, IN 46403  
552 VERA COURT, JOLIET, IL  
3454 WASHINGTON ST., PARK CITY, IL

- COMPANIES AFFORDING COVERAGE**
- COMPANY A QBE Insurance Corp.
  - COMPANY B ST. PAUL TRAVELERS
  - COMPANY C SAFETY NATIONAL CASUALTY CORP.
  - COMPANY D AMERICAN ZURICH INSURANCE

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROF *PER PROJECT AGGREGATE	HM000103 XCU Coverage	06/25/06	06/25/07	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fact) \$ 100,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P810-0442C998-COF	06/25/06	06/25/07	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
D	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	AUC 5914470-01	12/25/06	06/25/08	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETARY PARTNERS/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	AGC-1J78-IL* *IL & IN SELF-INS.	01/01/07	01/01/09	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE - POLICY LIMIT \$1,000,000 DISEASE - EACH EMPLOYEE \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/EMPLOYEES/SPECIAL ITEMS  
\*\*\*\* Evidence of Insurance Only \*\*\*\*

**CERTIFICATE HOLDER**  
\*\*\*\* Sample \*\*\*\*  
\*\*\*\* Sample \*\*\*\*

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL BE BOUND TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Robert B. McManus*

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Meade Electric Company, Inc.  
9550 W. 55th Street, Suite A, McCook, IL 60525

as Principal, hereinafter called the Principal, and Continental Casualty Company  
333 S. Wabash Ave, Chicago, IL 60604

a corporation duly organized under the laws of the State of IL  
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Willowbrook

7760 Quincy Street, Willowbrook, IL 60527

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),

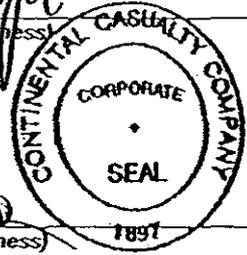
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Street Light Maintenance Services

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 materials 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 16th day of April

*[Handwritten signature]*  
(Witness)



Meade Electric Company, Inc.  
(Principal)

By: *[Handwritten signature]* Vice President  
(Title)



*[Handwritten signature]*  
(Witness)

Continental Casualty Company  
(Surety)

By: *[Handwritten signature]* Susan [Name]  
Agency in Fact (Title)



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, an Illinois corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Susan K. Symons

of Chicago, Ill, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

Surety Bond Number: Bid Bond

Principal: Meade Electric Company, Inc.

Obligee: Village of Willowbrook

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 30th day of January, 2007



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Thomas P. Stillman Senior Vice President

State of Illinois, County of Cook, ss:

On this 30th day of January, 2007, before me personally came Thomas P. Stillman

to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, an Illinois corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2009

Eliza Price Notary Public

**CERTIFICATE**

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, an Illinois corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 16th day of April, 2007



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

#### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

#### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

#### "Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President of any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

**VILLAGE OF WILLOWBROOK**  
**STREETLIGHT MAINTENANCE SERVICES**  
**SPECIFICATIONS**

The undersigned ("Contractor") agrees to furnish to the Village of Willowbrook, an Illinois municipal corporation, hereinafter referred to as the "Village", STREETLIGHT MAINTENANCE SERVICES conforming to the terms and conditions set forth herein.

**I. GENERAL TERMS AND CONDITIONS**

**A. EXAMINATION OF SITE**

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

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

**B. MEETING BEFORE WORK BEGINS**

If desired, the Contractor shall meet with the Director of Municipal Services or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

**C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

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

**D. BASIS OF PAYMENT**

The Contractor shall be paid for the work as described herein.

**E. 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.

**F. 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.

**G. 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.

**H. ADDITIONAL INFORMATION**

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

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

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

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

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

**II. STREET LIGHTING SYSTEMS**

**A. DESCRIPTION OF WORK:**

This Contract is for the maintenance of Street Lighting Systems located in the Village of Willowbrook, DuPage County, Illinois.

The Contractor shall: (1) clean luminaires, reflectors, and glassware of street lights as listed in the Contract for the unit prices bid; and (2) furnish all labor, materials and equipment to replace burned out lamps, correct any malfunction of equipment, or affect any temporary emergency repairs to damaged equipment resulting from any cause. Labor, materials, and equipment shall be furnished at the unit prices stated in the Contractor's Proposal.

The Contractor shall not be required to patrol the street lighting systems for lamp Failures, other failures, or nonoperative equipment. However, on notification by the Owner or duly authorized representative, he shall replace burned out lamps by Friday of the week in which they were reported. Malfunction of equipment, faulty cable which results in entire or major portions of circuits being inoperative shall be corrected or temporarily repaired within 24 hours of notification. Permanent repairs shall be affected as soon thereafter as possible. Payment shall be based on the unit prices per hour for labor and equipment stated in the Contract. Materials shall be paid for at the unit prices stated in the Contract or, if not so stated, shall be paid for as described elsewhere in these Special Provisions.

**B. CLEANING LUMINAIRES, REFLECTORS, AND REFRACTORS:**

Location, number, and mounting height of street lights to have luminaires, reflectors, and refractors cleaned under this Proposal are as indicated in the following tabulation.

Location	Pole Top Mounted 16" Height	Bracket Mounted Over 25'
79th Street @ Blackberry Lane		1
79th Street @ Cherry Tree Lane		1
79th Street @ Sugarbush Lane		1
79th Street @ Clarendon Hills Road		1
Blackberry Lane @ Honey Locust Lane		1
Farmingdale Terrace Park		1
Blackberry Lane @ Hawthorn Lane		1
Cherry Tree Lane @ Hawthorn Lane		1
Blackberry Lane @ Apple Tree Lane		1
Apple Tree Lane @ Cul-de-Sac		1

Location	Pole Top Mounted 16' Height	Bracket Mounted Over 25'
Apple Tree Lane @ Pine Tree Lane		1
Sheridan Drive @ 75 <sup>th</sup> Street		1
Sheridan Drive @ Apple Tree Lane		1
Sheridan Drive @ Blackberry Lane		1
Sheridan Drive @ Cherry Tree Lane		1
Clarendon Hills Road @ Sheridan Drive		1
Clarendon Hills Road @ Sheridan Drive to 75 <sup>th</sup> Street		2
Clarendon Hills Road @ 75 <sup>th</sup> Street		1
Community Park on Midway Drive		17
73 <sup>rd</sup> Court @ Route 83		1
73 <sup>rd</sup> Court @ Cul-de-Sac		1
72 <sup>nd</sup> Court – Route 83 to Willoway Lane	5	
Adams Street – Cherrywood Lane to Plainfield Road		12
Kingswood Court @ Cul-de-Sac		1
Kingswood Road @ Plainfield Road		1
Kingswood Road @ Kingswood Court		1
Sheffield Lane – Stratford Lane to Ridgemoor Drive		2
Stratford Lane @ Kingswood Road		1
Wedgewood Lane-Somerset Road to Wedgewood Court		3
256 Somerset Road		1
Rodgers Drive @ Plainfield Road		1
Rodgers Drive @ Somerset Road		1
6607 Rodgers Drive		1
Rodgers Drive @ Rodgers Court		1
Rodgers Drive @ Ridgemoor Drive		1
Wedgewood Court @ Cul-de-Sac		1
Somerset Road @ Somerset Court		1
Somerset Court @ Cul-de-Sac		1

Location	Pole Top Mounted 16" Height	Bracket Mounted Over 25'
Chaucer Road @ Somerset Road		1
Ridgemoor Court @ Cul-de-Sac		1
Ridgemoor Drive South @ Madison Street		2
Ridgemoor Drive @ Sheffield Lane		1
Ridgemoor Drive @ Wedgewood Lane		1
Ridgemoor Drive @ Wingate Road		1
Ridgemoor Drive @ Ridgemoor Court		1
Ridgemoor Drive @ Cambridge Road		1
Rodgers Court @ Cul-de-Sac		1
Ridgemoor Drive North @ Madison		1
Ridgemoor Drive @ Lane Court	1	
427 Stonegate Court		1
Wingate Road @ Stonegate Court		1
Wingate Road @ Woodgate Court		1
432 Woodgate		1
6503 Cambridge Road		1
159 Rodgers Court		1
6545 Chaucer Road		1
Chaucer Road @ Chaucer Court		1
Chaucer Court @ Cul-de-Sac		1
Madison Street @ Waterford Court		1
Waterford Road @ Waterford Court		1
Waterford Road @ Wingate Road		1
Waterford Road @ Brentwood Lane		1
Waterford Road @ Cambridge Road		1
Waterford Road @ Meadow Lane		1
Waterford Road @ Rodgers Drive		1
Rodgers Drive @ Waterford Drive		1

Location	Pole Top Mounted 16' Height	Bracket Mounted Over 25'
Waterford Drive-Rodgers Drive to Oxford Road		1
Waterford Drive @ Oxford Road		1
Waterford Drive @ Chaucer Road		1
Waterford Drive @ Garfield Avenue		1
Garfield Avenue @ Garfield Ridge Court	1	
Garfield Ridge Court	2	
Garfield Avenue @ Ridgefield Lane		1
Ridgefield Lane	1	
Hill Road @ Tremont Road	1	
Hill Road @ Wesley Road	1	
Hill Road @ Briar Road	1	
Hill Road @ Raleigh Road	1	
Tremont Road @ Sunset Ridge Road	1	
Sunset Ridge Road @ Wesley Road	1	
Sunset Ridge Road @ Briar Road	1	
Sunset Ridge Road @ Raleigh Road	1	
6320 Raleigh Road	1	
Rodgers Farm Road @ Garfield Avenue		1
Madison Street @ Creekside Court		1
Creekside Court @ Cul-de-Sac		1
6406 Waterford Court		1
Brentwood Lane @ Hiddenbrook Lane		1
Meadow Lane @ Hiddenbrook Lane		1
Ridgemoor Drive West	1	
Squire Lane @ 63rd Street		1
Squire Lane @ Cul-de-Sac	1	
Willowood Lane @ Bentley Avenue	1	
Willowood Lane @ Cul-de-Sac	1	

Location	Pole Top Mounted 16' Height	Bracket Mounted Over 25'
Willowood Lane @ 61st Street	1	
Chatelaine Court @ Cul-de-Sac		1
Chatelaine Court @ Clarendon Hills Road		1
Clarendon Hills Road @ MacArthur Drive		1
5918 Clarendon Hills Road		1
59th Street @ Bentley Avenue		1
59th Street @ Virginia Avenue		1
59th Street @ Tennessee Avenue		1
59th Street @ Alabama Avenue		1
59th Street @ Clarendon Hills Road		1
219 59th Street		1
122 59th Street		1
59th Street @ Holmes Avenue		1
Clarendon Hills Road @ 58th Place		1
Quincy Street at Executive Drive		1
Madison Street at Executive Drive		1
Quincy Street at Midway Drive		1
Joliet Road at Quincy Street		1
Midway Drive - RT 83 to Quincy Street		6
Willow Brook Centre Parkway		12
Monroe @ 71st Street		1
Totals	24	144

**C. METHOD OF CLEANING:**

All cleaning of luminaires, reflectors, and refractors specified in this contract shall be accomplished in accordance with manufacturer's recommendations. Care shall be taken in the entire cleaning operation to prevent any disruption in the alignment of the luminaire.

Reflectors are finished by the patented "alzak" process, and shall be cleaned with mild soap or detergent and water, Bon Ami, or liquid wax emulsion.

Glass refractors will be washed with soap or detergent and water. After washing, the surfaces shall be rinsed and wiped dry with a soft cloth. Care shall be exercised so as not to chip or bruise glass surfaces.

Plastic refractors are more easily scratched and special care shall be used. No hard, rough cloths shall be used. Grease or oil may be removed with a mild household detergent solution. Solvents such as acetone, benzene, carbon tetrachloride, lacquer thinners, commercial window sprays, or kitchen scouring compounds shall not be allowed. After washing the refractors, they shall be given a final rinse in an anti-static solution such as "CADCO" or "ANSTAC-2-M", or equal, and allowed to air dry without wiping.

**D. BASIS OF PAYMENT:**

The Contractor shall be paid for the work under this section at the contract unit prices per each for **CLEANING LUMINAIRES, REFLECTORS, AND REFRACTORS** for (1) pole top mounted unit having a mounting height of approximately sixteen feet (16'), and (2) for bracket-mounted units having a mounting height of over twenty-five feet (25'), which prices shall be payment in full for furnishing all labor, materials, equipment, tools and transportation services necessary to do the work as specified. The Owner shall pay for this work no later than sixty (60) days after receipt of a statement from the Contractor.

**III. STREET LIGHTING SYSTEM MAINTENANCE**

**A. DESCRIPTION:**

Under this section, the Contractor shall furnish labor, materials, and equipment to perform the following listed services to maintain the existing "Street Lighting Systems" of the Owner. The Contractor shall be expected to perform the following repairs and replacements upon notification by the Owner. The Owner may, in its discretion, have others do all or part of the following:

1. Replace burned out lamps that are reported to the Contractor by the Owner, the same day, if possible, but in no case later than the Friday of the week in which they were reported. At the time of replacement of burned out, broken, or missing lamps, the reflectors and refractors shall be cleaned in accordance with these Specifications. All lamps replaced shall be of the same wattage as the lamps removed. Lamps of the various wattages shall be furnished by the Contractor in accordance with the Specifications included herein.
2. Realign light standards, brackets and luminaires where required.
3. Replace or make repairs to any equipment or components damaged from any cause whatsoever.
4. Replace or repair damaged or defective light poles, foundations, mast arms, luminaires, handhole covers, and any appurtenances.

**B. LAMPS:**

These items shall include the furnishing of mercury vapor and high pressure sodium of the sizes and types specified hereinafter in existing luminaires and at the locations directed by the Owner and/or Engineer.

The lamps shall be designed to burn in any position and shall have an approximate rated life of 24,000 hours at ten (10) hours burning time per start and shall come to rated candlepower in not over four (4) minutes after starting.

1. The 400-watt mercury vapor lamps shall provide 21,000 initial lumens.
2. The 250-watt mercury vapor lamps shall provide 12,100 initial lumens.
3. The 175-watt mercury vapor lamps shall provide 8,600 initial lumens.
4. The 400-watt high pressure sodium lamps shall provide 50,000 initial lumens.
5. The 250-watt high pressure sodium lamps shall provide 27,500 initial lumens.
6. The 150-watt high pressure sodium lamps shall provide 16,000 initial lumens.
7. The 100-watt high pressure sodium lamps shall provide 9,500 initial lumens.
8. The 55-watt high pressure sodium lamps shall provide 4,000 initial lumens.

The Contractor shall specify the manufacture or make of the lamps he proposes to furnish in the space provided in the "Schedule of Prices" of the Proposal.

**C. METHOD OF COMPUTING TIME:**

Rates for labor and equipment furnished by the Contractor shall be based on the time the man and equipment leave the shop or leave another job and for the actual time engaged in the work. If the work, as ordered by the Owner, does not take a full day, the time for returning to the shop shall be included in the total time figured for payment. However, if the labor and equipment moves to another job, the time moving to the other job shall not be included. The time the Contractor spends in moving from one location to another location on this project will be included.

**D. BASIS OF PAYMENT:**

Payment for "Street Lighting System Maintenance" shall be paid for as follows:

1. Labor: For skilled and unskilled labor, the Contractor will be paid the Contract Unit price per hour computed as outlines in "Method of Computing Time" above, and as set forth in the "Proposal" section, "Schedule of Prices", which rates shall include:

(1) Compensation Insurance, (2) Liability Insurance, (3) Federal and State Unemployment tax, (4) Federal Old Age Annuity Tax, (5) Health and Welfare Trust Fund, (6) Vacation fund, (7) Over head and (8) Profit. If it is necessary for the Contractor to employ the services of any other class of skilled, semi-skilled, or unskilled, other than those listed in the "Schedule of Prices", the Contractor shall receive the current local rate of wage for each hour that said labor or foreman are actually engaged in such work computed as outlines under "Method of Computing Time" above mentioned, to which cost shall be added fifteen percent (15%) of the sum thereof. The Contractor may also receive the net cost of: (1) Compensation Insurance, (2) Liability Insurance, (3) Federal and State Unemployment Tax, (4) Federal Old Age Annuity Tax, (5) Health and Welfare Trust Funds and (6) Vacation Fund.

2. Materials: For mercury vapor and high pressure sodium lamps used in the maintenance of "Street Lighting Systems", the Contractor will be paid the Contract unit price per each for "400 WATT MERCURY VAPOR LAMPS"; "250 WATT MERCURY VAPOR LAMPS"; "175 WATT MERCURY VAPOR LAMPS"; "400 WATT HIGH PRESSURE SODIUM LAMPS"; "250 WATT HIGH PRESSURE SODIUM LAMPS"; "150 WATT HIGH PRESSURE SODIUM LAMPS"; "100 WATT HIGH PRESSURE SODIUM LAMPS"; and "55 WATT HIGH PRESSURE SODIUM LAMPS" as set forth in the "Schedule Of Prices", included herein.

Should materials or parts other than lamps as specified above be required to effect repairs or replacements to the "Street Lighting Systems", the Contractor shall furnish such parts and will receive the actual cost of the materials and parts, to which a maximum of fifteen percent (15%) shall be added.

3. Equipment: For the equipment listed in the "Schedule of Prices" the Contractor will receive the hourly equipment rental rate for the actual number of hours the equipment is used on the work, computed as outlines herein, at the Contract unit price per hour for "SERVICE TRUCK" and "TOWER AND BUCKET TRUCK", which hourly rates shall include depreciation, insurance repairs, and operating costs.

If it is necessary for the Contractor to use equipment not included in the "Schedule of Prices", the Contractor shall receive a reasonable ownership expense cost, computed in accordance with the current "Schedule of Average Annual Equipment Ownership Expense with Operating cost", as approved and adopted by the Illinois Department of Transportation, and subsequent revisions and additions for the period that said machinery and equipment is in use on the work, to which no percent will be added. Operating costs of such equipment will be paid for at the cost computed as outlined herein. Prior to the use of any unlisted equipment, the Contractor shall establish ownership and operating costs of the equipment and submit them to the Owner for approval.

4. Payment: The Owner shall pay for labor, materials, or equipment furnished for "Street Lighting System Maintenance" within sixty (60) days after receipt of a statement from the Contractor.

**VILLAGE OF WILLOWBROOK**  
**STREETLIGHT MAINTENANCE SERVICES PROPOSAL**

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

**Schedule of Prices**

<b>RETURN WITH PROPOSAL</b>					
(For complete information covering these items, see specifications)					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	CLEAN LUMINAIRES, REFLECTORS AND REFRACTORS FOR POLE TOP MOUNTED UNITS; HEIGHT 16'	EA	24	10.00	240.00
2	CLEAN LUMINAIRES, REFLECTORS AND REFRACTORS FOR BRACKET MOUNTED UNITS; HEIGHT 25'	EA	144	4.00	720.00
3	400 WATT MERCURY VAPOR LAMPS	EA	1	8.00	8.00
4	400 WATT HIGH PRESSURE SODIUM LAMPS	EA	16	9.00	128.00
5	250 WALL MERCURY VAPOR LAMPS	EA	13	8.00	104.00
6	250 WALL HIGH PRESSURE SODIUM LAMPS	EA	45	8.00	360.00
7	175 WALL MERCURY VAPOR LAMPS	EA	73	8.00	584.00
8	150 WALL HIGH PRESSURE SODIUM LAMPS	EA	19	9.00	152.00
9	100 WATT HIGH PRESSURE SODIUM LAMPS	EA	1	9.00	9.00
10	55 WATT HIGH PRESSURE SODIUM LAMPS	EA	3	9.00	27.00
11	ELECTRICIAN	HR	50	77.00	3,850.00
12	ELECTRICIAN'S HELPER	HR	40	55.00	2,200.00
13	SERVICE TRUCK	HR	50	15.00	750.00
14	TOWER AND BUCKET TRUCK	HR	30	28.00	840.00
	* MANUFACTURED OF LAMPS TO BE GENERAL ELECTRIC				
<b>TOTAL:</b>					<b>\$9,972.00</b>

Licensed Electrical  
Contractor:

Meade Electric Company, Inc.

Name

C27763

Number

Address:

9550 W. 55th Street, Suite A

McCook, IL 60525

Phone:

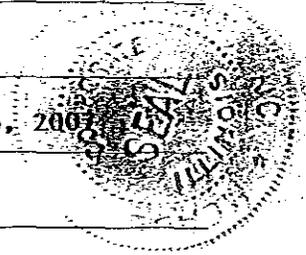
708-588-2500

Date:

April 16, 2007

Signature:

*M. K. H.*

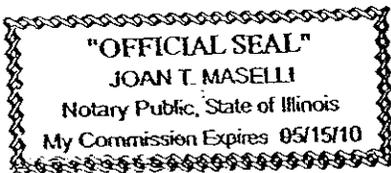


Subscribed and sworn before me on this 16th day of April, 2007

MY COMMISSION EXPIRES:

May 15, 2010

*Joan T. Maselli*  
NOTARY PUBLIC





**REFERENCE LIST**

(please make additional copies of this sheet if needed)

**Village/City:** DuPage County Division of Transportation

**Contact:** Dave Ziesmer, Traffic Engineer **Phone:** 630-407-6893

**Type & Date of Work:** Traffic Signal / Street Light Maintenance 2005-2008

\_\_\_\_\_

\_\_\_\_\_

**Village/City:** Kane County Division of Transportation

**Contact:** Tom Szabo, Traffic Engineer **Phone:** 630-208-3139

**Type & Date of Work:** Traffic Signal / Street Light Maintenance 2005-2008

\_\_\_\_\_

\_\_\_\_\_

**Village/City:** City of Naperville

**Contact:** Andy Hynes, Traffic Engineer **Phone:** 630-548-2958

**Type & Date of Work:** Traffic Signal Maintenance

\_\_\_\_\_

\_\_\_\_\_

**Village/City:** Village of OakBrook

**Contact:** Mike Meranda, Public Works Director **Phone:** 630-368-5272

**Type & Date of Work:** Traffic Signal Maintenance 2004-2007

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT "B"



9550 W. 55th Street • Suite A • McCook, IL 60525 • (708) 588-2500

RECEIVED

APR - 9 2008

VILLAGE OF WILLOWBROOK  
MUNICIPAL SERVICES DEPT.

April 4, 2008

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527-5594

Attention: Tim Halik – Director of Municipal Services

Reference: 2007 Street Light Maintenance Contract  
1<sup>st</sup> Year Extension (May 1, 2008 thru April 30, 2009)

Dear Tim,

This letter is in reference to your e-mail dated March 18, 2008 regarding the extension of the current Street Light Maintenance Contract that Meade Electric Company, Inc. has with the Village of Willowbrook.

Meade Electric Company, Inc. is willing to accept an extension of our existing Street Light Maintenance Contract with the Village of Willowbrook for an additional year at the same unit prices. This contract will be in force from 12:01 A.M. May 1, 2008 to 12:00 midnight April 30, 2009.

We appreciate the opportunity to serve the people of Willowbrook.

Sincerely,  
Meade Electric Company, Inc.

A handwritten signature in cursive script that reads "Thomas W. Talbot".

Thomas W. Talbot  
Project Manager

cc: file

EXHIBIT "B"



9550 W. 55th Street - Suite A - McCook, IL 60525 - (708) 588-2500

March 27, 2009

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

Attention: Tim Halik - Director of Municipal Services

Reference: Street Light Maintenance Contract (FY 09/10)  
New 1 Year Contract (May 1, 2009 through April 30, 2010)

Dear Tim,

This letter is in reference to your e-mail dated March 11, 2009 regarding the extension of a new 1 Year Street Light Maintenance Contract that Meade Electric Company, Inc. has with the Village of Willowbrook.

Meade Electric Company, Inc. is willing to accept an a one (1) extension of a Street Light Maintenance Contract with the Village of Willowbrook for an additional year at the same unit prices. This contract will be in force from 12:01 A.M. May 1, 2009 to 12:00 midnight April 30, 2010.

We appreciate the opportunity to serve the people of Willowbrook.

Sincerely,  
Meade Electric Company, Inc.

A handwritten signature in cursive script that reads "Thomas W. Talbot".

Thomas W. Talbot  
Project Manager

cc: file

RECEIVED

APR - 6 2009

VILLAGE OF WILLOWBROOK  
BUILDING & ZONING DIVISION

EXHIBIT "B"



9550 W. 55th Street • Suite A • McCook, IL 60525 • 708-588-2500 • 708-588-2501 Fax

March 29, 2010

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

Attention: Tim Halik – Director of Municipal Services

Reference: Street Light Maintenance Contract (FY 10/11)  
1 Year Extension (May 1, 2010 through April 30, 2011)

Dear Tim,

This letter is in reference to your e-mail dated March 25, 2010 regarding the extension of a new 1 Year Street Light Maintenance Contract that Meade Electric Company, Inc. has with the Village of Willowbrook.

Meade Electric Company, Inc. is willing to accept a one (1) year extension of the Street Light Maintenance Contract with the Village of Willowbrook at the same unit prices. This contract will be in force from 12:01 A.M. May 1, 2010 to 12:00 midnight April 30, 2011.

We appreciate the opportunity to serve the people of Willowbrook.

Sincerely,  
Meade Electric Company, Inc.

A handwritten signature in black ink that reads "Thomas W. Talbot".

Thomas W. Talbot  
Project Manager

**RECEIVED**

**MAR 30 2010**

**VILLAGE OF WILLOWBROOK  
MUNICIPAL SERVICES DEPT.**

cc: file

Tim Halik

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**Subject:** FW: Willowbrook Streetlight Maintenance Contract - FY 2011/12

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**From:** Tom Talbot [mailto:[twt@meade100.com](mailto:twt@meade100.com)]  
**Sent:** Monday, April 18, 2011 4:30 PM  
**To:** Tim Halik  
**Subject:** RE: Willowbrook Streetlight Maintenance Contract - FY 2011/12

Tim - I am in agreement to extend the Willowbrook Street Light Maintenance Contract FY 2011/2012 with a 4% increase to the current rates.

I look forward to working with you in the future.

Thank You,

Tom Talbot

---

**From:** Tim Halik  
**Sent:** Tuesday, February 08, 2011 7:53 AM  
**To:** 'ttalbot@meadeelectric.com'  
**Subject:** Willowbrook Streetlight Maintenance Contract - FY 2011/12

Tom –

Thanks for your work on the Kingery & Plainfield Lighting Project. The new lights look great.

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 the same unit prices from the previous year. Please let me know if you would be willing to offer the same 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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>MOTION TO APPROVE: INSTALLATION OF A FALL ARREST SYSTEM - PAYOUT #1 – FINAL PAYMENT, ERA VALDIVIA CONTRACTORS, INC.</p>	<p>AGENDA NO. 4f</p> <p>AGENDA DATE: <u>4/25/11</u></p>
--	---

<p><b>STAFF REVIEW:</b> Tim Halik, Village Administrator</p>	<p>SIGNATURE: <u>Tim Halik</u></p>
<p><b>LEGAL REVIEW:</b> N/A</p>	<p>SIGNATURE: <u>N/A</u></p>
<p><b>RECOMMENDED BY:</b> Tim Halik, Village Administrator</p>	<p>SIGNATURE: <u>Tim Halik</u></p>
<p><b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>    YES <input type="checkbox"/>    NO <input type="checkbox"/>    N/A <input checked="" type="checkbox"/></p>	

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

On September 1, 2010, IRMA conducted its annual hazard survey of all Village owned facilities. The majority of items identified by IRMA during the inspection were relatively minor, requiring only procedural changes to our monthly building maintenance checklists to rectify. However, one item identified at the 67<sup>th</sup> Street water tower required that the Village retrofit the water tower with a safety fall arrest system on the interior climbing ladder.

After authorization by the Municipal Services Committee, on January 10, 2011, the Village Board adopted a resolution accepting the low proposal from Era Valdivia Contractors, Inc. in the amount of \$5,000 to complete the required installation of the fall arrest system. The installation was subsequently completed and, after a brief delay, all final inspection checklist items have now been fully addressed.

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

Given the installation is now fully complete, Era Valdivia has submitted an application for final payment. Staff would recommend that the Village President and Board of Trustees authorize Payout #1 – Final Payment to Era Valdivia Contractors, Inc. in the total amount of \$5,000. The authorized payment amount will be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 10/11 UNEXPENDED</u>
Water Capital	09-65-440-600	Water System Improvements	\$15,000.00

The final payment check will be withheld pending submittal of payroll certification of prevailing wage rates, and final waiver of lien from the installing contractor.

**ACTION PROPOSED:**

Approve the motion to authorize final payment to Era Valdivia Contractors, Inc.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER Village of Willowbrook  
 Public Works - Water Department  
 7760 Quincy Street  
 Willowbrook, IL 60527 - 5594

PROJECT: Safety Climb System -  
 Dry Interior

APPLICATION NO: 1

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: March 31, 2011

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

VIA ARCHITECT:

CONTRACT NOS:  
 PROPOSAL No.: 10-11-19-02

CONTRACT FOR: Safety Climb System

CONTRACT DATE January 10, 2011

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 5,000.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 5,000.00
- 5. RETAINAGE:
  - a. % of Completed Work \$
  - (Column D + E on G703)
  - b. % of Stored Material \$
  - (Column F on G703)
  - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 5,000.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
- 8. CURRENT PAYMENT DUE \$ 5,000.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

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

CONTRACTOR: Era Valdivia Contractors, Inc.

By: Ald Valdivia Date: March 15, 2011

State of: Illinois County of: Cook  
 Subscribed and sworn to before me this 15th day of March, 2011  
 Notary Public: KIM Z. JAUREGUI  
 My Commission expires: NOTARY PUBLIC STATE OF ILLINOIS  
My Commission Expires 07/22/2014

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: **1**  
APPLICATION DATE: **March 15, 2011**

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: **March 31, 2010**

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT: **Safety Climb System - Dry Interior**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	<b>ORIGINAL CONTRACT</b> Aluminum Safety Rail Climbing System	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
<b>GRAND TOTALS</b>		<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

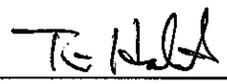
# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO A CERTAIN AGREEMENT - LINDA S. PIECZYNSKI - VILLAGE ORDINANCE PROSECUTIONS

**AGENDA NO.** 4g**AGENDA DATE:** 4/25/11**STAFF REVIEW:** Mark Shelton**SIGNATURE:** **LEGAL REVIEW:****SIGNATURE:** n/a**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Attached is a Resolution, which allows the Village to enter into an agreement with Linda S. Pieczynski as the Prosecutor of Ordinance Violations. This is the standard agreement that the Village has entered into for the past seventeen years. The Agreement is effective from June 1, 2011 to May 31, 2012. The highlights of this agreement are as follows:

Ms. Pieczynski will prosecute all local ordinance violations and all traffic violations that are heard in Downers Grove Field Court.

The Village will pay \$180.00 per court session at the designated Field Court.

The Village will pay an additional fee of \$130.00, in the event a session exceeds the original two (2) hours in length.

The Village will pay \$130.00 per hour for any telephone consultation, research or trial preparation.

This agreement may be terminated by the Village at any time or upon thirty (30) days written notice by Linda Pieczynski.

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

This agreement does not have an increase as compared to last year's contract.

**ACTION PROPOSED:**

ADOPT RESOLUTION AND AGREEMENT.

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by and between the VILLAGE OF WILLOWBROOK, DuPage County, Illinois, and LINDA S. PIECZYNSKI, Attorney at Law, P.C., 125 West Second Street, Hinsdale, Illinois 60521, P.C.

**WITNESSETH:**

WHEREAS, LINDA S. PIECZYNSKI, Attorney at Law, P.C. is a professional corporation in the State of Illinois; and

WHEREAS, the VILLAGE OF WILLOWBROOK is desirous of having its Village Ordinances prosecuted in the Courts of DuPage County, Illinois.

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties hereto agree as follows:

1. LINDA S. PIECZYNSKI, Attorney at Law, P.C. (Hereinafter referred to as Linda S. Pieczynski) shall prosecute all violations of the ordinances of the VILLAGE OF WILLOWBROOK and shall represent the Village at all regular Court sessions held at the Field Court designated for said Village's cases during the term of this Agreement.
2. The VILLAGE OF WILLOWBROOK shall pay LINDA S. PIECZYNSKI One Hundred Eighty Dollars (\$180.00) per Court session at which prosecutable local ordinance violations are to be heard for the prosecution of said violation at the designated Field Court. In the event a session exceeds two hours in length, an additional fee shall be due at the rate of One Hundred Thirty (\$130.00) per hour exceeding the original two hours.
3. In addition to said fee payment, the VILLAGE OF WILLOWBROOK agrees to pay LINDA S. PIECZYNSKI One Hundred Thirty (\$130.00) per hour for any telephone consultation, research or trial preparation done in connection with the prosecution of said Village Ordinance violations, for time spent in the preparation of Court documents or correspondence involving said cases and for any Court appearances by LINDA S. PIECZYNSKI at a Court other than the designated Field Court when she is representing the VILLAGE OF WILLOWBROOK in the prosecution of the violations of its ordinances.

4. The VILLAGE OF WILLOWBROOK agrees to reimburse LINDA S. PIECZYNSKI for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage or photocopying).

5. LINDA S. PIECZYNSKI agrees to provide a qualified attorney to represent the VILLAGE OF WILLOWBROOK in her absence due to illness, conflict in Court schedule or vacation period. The payment for the service of said third party shall be made by LINDA S. PIECZYNSKI to said party.

6. The VILLAGE OF WILLOWBROOK may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.

7. This Agreement will be effective from June 1, 2011 through May 31, 2012. Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But LINDA S. PIECZYNSKI agrees to give Thirty (30) days prior written notice to the VILLAGE OF WILLOWBROOK.

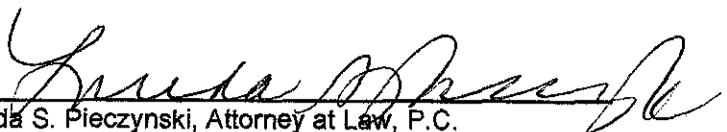
8. A statement for services rendered shall be made monthly, and payment by the Village for such services shall be made by the last day of the month following the rendering of services.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

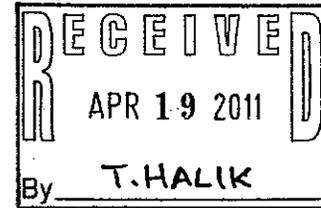
By: \_\_\_\_\_

ATTEST:

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

  
Linda S. Pieczynski, Attorney at Law, P.C.

**To:** Robert A. Napoli, Village President  
**From:** Wm. J. Hennessy, Village Attorney  
**Re:** Matter of the Alleged Violations of  
the Village Code of Ethics  
By Trustee Paul Schoenbeck  
**Subj:** April 18, 2011 Advisory Findings of  
The Village Ethics Officer,  
Robert Novelle, Jr.  
**Date:** April 19, 2011



Mr. President:

I transmit herewith for your consideration the Advisory Findings of Mr. Robert Novelle, Jr., the Village Ethics Officer, regarding the above-referenced matter.

This matter was originally referred to Mr. Novelle by the corporate authorities for his investigation, consideration and advice on October 13, 2010. Mr. Novelle was unable to secure Trustee Schoenbeck's sworn statement until February 24, 2011. Due to the Trustee's failure to sign the 74 page Transcription of his sworn statement, the Reporter certified the said Transcription on April 1, 2011 without his signature. On April 18, 2011, I received the Advisory Findings of Mr. Novelle appended herewith.

In sum, Mr. Novelle has found that Trustee Schoenbeck's actions, set forth in Allegations #2, #3, #4, #5, #6 and #7 of the October 13, 2010 referral letter, do support the actuality of conflict of interest charges against him. However, Mr. Novelle has found that Trustee Schoenbeck's actions, set forth in Allegation #1 of the said referral letter, do not support either the appearance or the actuality of conflict of interest charges against him.

Mr. Novelle has rested each of his 6 Findings that Trustee Schoenbeck's actions support the actuality of conflict of interest charges against him on two (2) separate grounds: (1) that, in doing business with companies doing business with the Village, he violated the segregation mandate of Section 1-12-1 of the Code of Ethics; *and*, (2) that, in voting on matters affecting the interests of such companies, he violated the abstention mandate of Section 1-12-3.2 of the Code of Ethics.

William J. Hennessy  
Village Attorney

# NOVELLE LAW ASSOCIATES, L.L.C.

## FACSIMILE TRANSMITTAL FORM

Robert A. Novelle, Jr.  
Attorney at Law

DATE: Monday, April 18, 2011

DELIVER THE FOLLOWING PAGES TO:

NAME: Robert Napoli e/o William J. Hennessy

FAX NUMBER: (630) 968-3367

PHONE NUMBER: (312) 372-6339

FROM: Mr. Robert A. Novelle, Jr.

PHONE NUMBER: (708) 615-9100

RE: Village of Willowbrook

- |   |  |
|---|--|
| <input type="checkbox"/> For your information.  | <input type="checkbox"/> No acknowledgment is necessary    |
| <input type="checkbox"/> As you requested.      | <input type="checkbox"/> Please acknowledge receipt        |
| <input type="checkbox"/> Please sign and return | <input type="checkbox"/> Please handle as soon as possible |
| <input type="checkbox"/> Please comment.        |  |

Original of transmitted document will be sent by:

- First Class Mail       Overnight Mail       Hand Delivery

This will be the only form of delivery of the transmitted document

MESSAGE: Revised decision regarding the inquiry as to Paul Schoenbeck to follow. Please disseminate copies to all of the Trustees, as well as, Mr. Schoenbeck and his counsel. Should you have any questions or concerns, please do not hesitate to contact me.

TOTAL NUMBER OF PAGES TRANSMITTED, INCLUDING THIS PAGE: 11

IF THERE ARE ANY PROBLEMS, OR IF ALL PAGES ARE NOT RECEIVED, PLEASE CONTACT CLARISHA AT (708) 615-9100

THIS FACSIMILE CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE.

THANK YOU

To: Robert Napoli, Village President, c/o William Hennessey, Village Attorney  
From: Robert Novelle, Jr.  
Re: Request for Interpretation and compliance with the Village Code of Ethics  
Date: April 13, 2011  
CC: President and Board of Trustees of the Village of Willowbrook

Mr. Schoenbeck presented himself for a sworn statement on February 24, 2011 in which he testified that he is presently a trustee of the Village of Willowbrook and has been for approximately 10 years. He has never held any other positions with the Village of Willowbrook and was elected as a trustee. Mr. Schoenbeck testified that he doesn't recall receiving a copy of the Willowbrook Code of Ethics, but he looked it up on line and found that he received an ordinance book about 3 years into his term, around 2003. Mr. Schoenbeck is aware that there are 7 allegations against him and has responded in writing and made statements at meetings to the first 2 allegations. He responded to the remaining 5 allegations through his attorney, Mr. Murphey.

**QUESTION PRESENTED:**

**Allegation #1:**

Is there any ethical violation which arose out of Mr. Paul Schoenbeck's contact with Sikich Professional Services as it relates to the alleged solicitation by Schoenbeck to rent commercial space to Sikich?

**DOCUMENTS REVIEWED:**

**Allegation #1:**

- letter from Robert Napoli
- President's report of 6/28/10
- Sikich Letter of 6/25/10
- Statement of Paul Schoenbeck dated 7/12/10 with attached affidavit
- Affidavit of Kerr
- Chapter 12 - Village code of ethics
- Financial Disclosure of Paul Schoenbeck
- 5 ILCS 430 et. Seq.
- Response drafted by Mr. Schoenbeck's Attorney, John Murphey
- Letter from Robin Jones of Gorski & Good dated 2/11/11
- All documents in Mr. Hennessey's response to Attorney Murphey's request

**PERSONS INTERVIEWED:**

**Allegation #1:**

- Frederick Lantz of Sikich (via telephone on 12/9/10)
- Paul Schoenbeck Sworn statement of February 24, 2011

**FINDING OF FACTS:****Allegation #1:**

On December 9, 2010, I spoke with Fred Lantz via telephone regarding his participation with Mr. Schoenbeck with regards to a possible land deal.

Mr. Lantz is the representative from Sikich Professional Services and reports he is assigned to the Village of Willowbrook. He indicated that following a village board meeting at the Bank of Hinsdale office in approximately September of 2009, he was approached by Mr. Schoenbeck, and Mr. Schoenbeck informed Mr. Lantz that he had space for the Sikich Corporation to move to Burr Ridge. Mr. Lantz thought this was a very unique situation, which surprised him. He did not feel pressured by Mr. Schoenbeck but felt that it was out of place for Mr. Schoenbeck to ask Mr. Lantz to do business with him on a personal level because Mr. Schoenbeck was a trustee for the Village and Mr. Lantz had been hired to represent the Village.

Mr. Lantz gave Mr. Schoenbeck the specs for the building Sikich was looking for and told Mr. Schoenbeck that he was not part of the selection committee for the new location for Sikich. Mr. Schoenbeck followed this conversation up with an email.

As a result of Mr. Lantz's apprehension to deal with this situation, not only did he not respond to Mr. Schoenbeck or to his email, but he actually wrote a letter to Mr. Napoli indicating what had happened.

At the time of the conversation with Mr. Schoenbeck, Mr. Lantz did not tell Mr. Schoenbeck that he felt that Mr. Schoenbeck's actions were inappropriate at the time because he did not feel it was proper at that time. However, he did not respond to Mr. Schoenbeck and again did not respond to his email.

Mr. Lantz indicated that he prides himself on independence and an appearance of independence from his clients as an accountant, which was his reason to completely remove himself from this process. He felt that responding could jeopardize his firm's appearance of dealing fairly with his client, the Village of Willowbrook, and he felt that any response to Mr. Schoenbeck would be inappropriate.

Mr. Schoenbeck stated that he knows Sikich Company as the accounting firm for the Village prior to his election onto the Board, until approximately 2 years ago when they became paid consultants.

Mr. Schoenbeck's understanding of the Village's allegation #1 against him is that he contacted Fred Lantz by phone regarding a business related matter and his understanding is that by doing that he "did something inappropriate...with regards to some space they were looking for in relation to a building that [he's] a partner in that had some space available at the time" while they were the accounting firm for the Village in "like early 2010" because he had "advised the entire Board and those present, some were not board members at a...public workshop...that their firm was looking for some additional office space...around a hundred thousand square feet."

Mr. Schoenbeck initially called Mr. Lantz with a question regarding a workshop and informed Mr. Lantz that he was aware of 2 available properties, one of which housed a manufacturing company and the other housed a home builder. Mr. Schoenbeck has no interest in either of those companies. Mr. Schoenbeck is the president of an interstate and regional motor carrier, Uni-

Carrier, a C corporation located in Darien, Illinois. During further conversation with Mr. Lantz, they discussed "availability of different real estate" at which time Mr. Schoenbeck mentioned there was a "portion of [his] building, warehouse distribution building available in Darien," and Mr. Lantz requested information regarding the property. Mr. Schoenbeck emailed Mr. Lantz a flier, but he received no further response from Mr. Lantz; Sikich or anyone referred by Sikich.

Mr. Schoenbeck was completely unaware of Mr. Lantz having any reservations about their communications or that he had written a letter to the Village regarding their exchange in September 2009.

Mr. Schoenbeck is a partner in the building with his brother and Uni-Carrier leases from them; while communicating with Mr. Lantz, Mr. Schoenbeck was not soliciting him to rent from him because he had 4,000 sq. ft. of industrial warehouse and Mr. Lantz was seeking 100,000 sq. ft.

**Allegation #2:**

Is there any ethical violation which arose out of Trustee Paul Schoenbeck's use of the services of Best Quality Cleaning, Inc., at the time that Trustee Paul Schoenbeck was voting on contracts and contract renewals between Best Quality Cleaning, Inc. and the Village of Willowbrook, while failing to advise the board of a possible conflict of interest prior to said votes?

**DOCUMENTS REVIEWED:**

**Allegation #2:**

- letter from Robert Napoli
- President's report of 9/13/10
- Statement of Paul Schoenbeck dated 8/9/10
- Chapter 12 - Village code of ethics
- Financial Disclosure of Paul Schoenbeck
- 5 ILCS 430 et. Seq.
- Response drafted by Mr. Schoenbeck's Attorney, John Murphey
- Letter from Robin Jones of Gorski & Good dated 2/11/11
- All documents in Mr. Hennessey's response to Attorney Murphey's request

**PERSONS INTERVIEWED:**

**Allegation #2:**

- Iwona O'Brady (via telephone on 12/20/10)
- Paul Schoenbeck Sworn statement of February 24, 2011

**FINDING OF FACTS:**

**Allegation #2:**

On December 20, 2010, I spoke with Iwona O'Brady of Best Quality Cleaning in regard to her relationship with Paul Schoenbeck, the Village of Willowbrook and UniCare.

Ms. O'Brady indicated that she was first involved in the contract to clean the Willowbrook facilities. During that time, one of her salespersons, Marsha Peterson, who was sales rep at the time and no longer works for Best Quality Cleaning, contacted Unicare as part of a telemarketing campaign. As part of that job, Ms. Peterson put together a quote for Unicare. Unicare did not accept the quote at that time. At some point in the future, Mr. Schoenbeck contacted Ms.

O'Brady personally about the quote and spoke to Iwona sometime around September of 2009. Mr. Schoenbeck called to ask Iwona if they would still honor their original quote for cleaning services at Unicare. At this time, Mr. Schoenbeck did not indicate that he was a trustee for the Village of Willowbrook or that Best Quality Cleaning was presently under contract with the Village of Willowbrook. As a result of that phone call, a contract was entered into between Best Quality Cleaning and Unicare with no further negotiations to any of the terms other than those that had been originally sent to the Unicare by Marsha Peterson. Best Quality Cleaning has been cleaning Unicare ever since and according to Ms. O'Brady, Unicare and Best Quality Cleaning have had a regular customer type relationship.

Ms. O'Brady said the only time Mr. Schoenbeck has ever indicated to her that he is the trustee for the Village of Willowbrook was during a walk-through of the facility at the beginning of the contract after the contract had already been signed.

Best Quality Cleaning still services Unicare on a contract that was updated in the not to recent past. That update was signed and all terms stayed the same, which is their policy with all their customers.

Ms. O'Brady also indicated they renewed the Willowbrook contract in May of 2010, which she believes to be a three year contract.

Ms. O'Brady said she does not believe that Unicare was asked to, or did any type of favor for Mr. Schoenbeck, and was never asked by Mr. Schoenbeck to do anything special because of his position as a trustee for the Village of Willowbrook.

Mr. Schoenbeck is not aware of whether or not Best Quality Cleaning was already cleaning for the Village when he became an officer in 2000 and does not recall voting on contracting with Best Quality Cleaning. He was aware of their doing business with the Village prior to entering into an agreement with them for Uni-Carrier in approximately September 2009 for the cleaning of the Uni-Carrier offices and signed the contract with BEST QUALITY CLEANING as a representative of Uni-Carrier.

Mr. Schoenbeck testified that after speaking to the municipal services director, Tim Halik, and receiving the name of BEST QUALITY CLEANING, Mr. Schoenbeck discovered that Best Quality had already made an attempt to contact him by telemarketing a year or 2 prior to his conversation with Mr. Halik. Mr. Schoenbeck asked Mr. Halik if it was acceptable for him to contact Best Quality and Tim said he didn't "see any reason why there isn't", and Tim would call back if there were an issue. Mr. Schoenbeck never received any further phone call from Mr. Halik.

Just prior to executing the contract, Mr. Schoenbeck spoke with Iwona O'Brady, who assigned the crew. Mr. Schoenbeck testified that he did seek additional bids from other cleaning services, but they were doing service outside of their area or didn't have good references. Mr. Schoenbeck testified that he and his brother are 50/50 partners in Uni-Carrier and also the building as a limited liability corporation and that Uni-Carrier owns no other properties. They have no further business relations with Best Quality Cleaning other than the bid for Uni-Carrier.

The incumbent service at Uni-Carrier was Advance Cleaning Service of Downers Grove for 8 years--Best Quality Cleaning would be doing the same job for \$90 per month more; they had

security/quality control/customer service issues with Advance Cleaning upon its sale to new owners.

Mr. Schoenbeck testified that he never voted on any issue related to Best Quality Cleaning as it was not an item on their agenda, it was an omnibus agenda item. He spoke with Trustee Mistell, the chairman of the committee that would have discussed the contract, who said he and the other trustee decided they did a good job.

Mr. Schoenbeck testified that no elected officials were aware of his business with Best Quality Cleaning but that the Village administrator and police chief were and maybe the Village executive secretary and the deputy chief. The Village crew was different than the crew that cleaned Mr. Schoenbeck's building.

**Allegations #3 through #7**

Is there any ethical violation which arose out of Trustee Paul Schoenbeck's use of the services of Hinsbrook Bank, at the time that Trustee Paul Schoenbeck was voting on contracts between Hinsbrook Bank and the Village of Willowbrook, while failing to advise the board of a possible conflict of interest prior to said votes?

**DOCUMENTS REVIEWED:**

**Allegations #3 through #7:**

- letter from Robert Napoli
- President's report of 9/13/10
- Chapter 12 - Village code of ethics
- Financial Disclosure of Paul Schoenbeck
- 5 ILCS 430 et. Seq.
- Response drafted by Mr. Schoenbeck's Attorney, John Murphey
- Letter from Robin Jones of Gorski & Good dated 2/11/11
- All documents in Mr. Hennessey's response to Attorney Murphey's request

**PERSONS INTERVIEWED:**

**Allegation #3 through #7:**

- Timothy Murphy (via telephone on 1/20/11)
- Paul Schoenbeck Sworn statement of February 24, 2011

**FINDING OF FACTS:**

**Allegation #3 through #7:**

On January 20, 2011, I went to Community Bank of Willowbrook to determine the best person to speak with regarding the investigation as it pertains to Mr. Schoenbeck.

Upon arrival at the bank, I was directed to the Vice President of the local branch, which is located on the corner of 63<sup>rd</sup> Street and Route 83 in Willowbrook. After speaking with Esther for several minutes and explaining the purpose for my visit, she made several phone calls to different people in the bank. After some period of time, it was determined the best person for me to speak to would be Timothy S. Murphy, who is the Senior Vice President and COO of Hinsdale Bank and Trust Company, the parent company of the Community Bank of Willowbrook.

Esther was kind enough to get Mr. Murphy on the phone with me, and I interviewed him at that time.

At that time, we discussed the loans and resolutions that are part of this investigation, which he was familiar with because he was previously contacted by William Hennessey in this regard.

Mr. Murphy informed me that at the time all of these loans were given and the resolutions were voted upon, Community Bank of Willowbrook was a Hinsbrook Bank location. No one from that time who worked on those accounts still works for Hinsdale Bank and Trust Company, and the only memory they have of any of these incidents would be the paperwork they maintained with regard to said accounts.

He indicated to me that due to privacy issues, he would not be able to give me any information as it relates to Mr. Schoenbeck without a subpoena to turn those documents over. I do not have the ability to send a subpoena or to force Hinsdale Bank and Trust Company to comply with my request.

I had a further conversation with Mr. Murphy as it relates only to any relationship Mr. Schoenbeck had with Hinsdale Bank and Trust since 2007, where he indicated that Mr. Schoenbeck never in any way attempted to use his influence as a trustee for the Village of Willowbrook to get any type of advantage from Hinsdale Bank and Trust or any of its subsidiaries.

Mr. Schoenbeck testified that he has no interest in the bank. He has had accounts and loans but never owned any stock in the bank and never sat on the board or had anything to do in an official capacity of the bank.

Uni-Carrier, his business, has a checking account and the LLC has a business checking account; a commercial loan on their building.

Uni-Carrier has done delivery business for the bank since approximately the early 1990's, and Mr. Schoenbeck was working with the bank in 1995. He came on to the board around 2001, when the Village did a lot of business with the bank. Mr. Schoenbeck testified that he responded by letter to an article in the newspaper for planning commissioners indicating he would be willing to volunteer. The president of the Village at the time, Gary Pretzer, interviewed Mr. Schoenbeck and decided they wanted him to become a trustee of the Village. It was Mr. Schoenbeck's understanding that the bank president, Village president, Village attorney and at least one of the other trustees knew and acknowledged at a later date that Mr. Schoenbeck had "dealings" with the bank.

Mr. Schoenbeck testified that any votes related to Hinsbrook were omnibus, except for the One Million Dollar (\$1,000,000.00) finance bonds for a land purchase, which was a line item on the agenda.

As of 2003, Mr. Schoenbeck was doing business with the bank through Uni-Carrier and Re-Part, LLC, as the owner of the building. Mr. Schoenbeck testified that he believes the voting regarding the special use permit for the bank to have a drive-through was on the omnibus agenda and that he voted affirmatively for it from the municipal services committee, of which he was not

a member, and he had nothing to do with the presentation of it to the board by the committee or subcommittee.

Mr. Schoenbeck testified that his business between Uni-Carrier and the bank is "at-will", and the contract is automatically renewed annually since approximately 1995 with rates changing annually. Since that time no other bids have been made. When asked for the identity of his contact person at the bank, Mr. Schoenbeck declined to answer because his contracts have been "scrutinized without [his] knowledge" and "it's hurting [his] business."

### **CODE OF ETHICS:**

The Village of Willowbrook's Code of Ethics, Chapter 12, states in pertinent part:

**Purpose:** All elected and appointed officers and all employees of the village shall, in relation to the positions of public trust and employment which they may occupy, maintain the standards of ethical conduct set forth in this code. Such officers and employees shall at all times segregate their personal and private business interests from the performance of their duties and responsibilities as officers or employees of the village to the end that the appearance of, as well as any actual conflict of interest does not exist. (Ord. 77-O-21, 5-23-1977)

1-12-2: DEFINITIONS: As used in this chapter, the following words and phrases shall have the meanings given to them herein:

- BUSINESS ENTITY:** Any legal entity, including, without limitation, sole proprietorship, partnership, limited partnership, joint venture, corporation or trust. Business entity shall also include any legal entities owned or owned by, in whole or in part, any legal entity qualifying as a business entity.
- DIRECT OR DIRECT INTEREST:** Any legal or equitable ownership interest which a public servant or a member of the public servant's immediate family holds in a business entity which is equal to or greater than 7 and five-tenths (5/10) percent (7.5%) of the total ownership of the business entity.
- PUBLIC SERVANT:** Any officer, full time employee, whether elected, appointed or employed by the village of Willowbrook, together with all engineers, accountants, attorneys, insurance agents, land planners or other consultants retained or employed for the purpose of rendering professional services to the village of Willowbrook.
- VILLAGE CONFIDENTIAL  
been INFORMATION:** Any information relating to the village which has not yet  
disclosed to the public. (Ord. 77-O-21, 5-23-1977;  
amd. Ord. 84-O-30, 6-25-1984; Ord. 92-O-97, 2-9-1992)

**1.12-3: GENERAL PROHIBITION:**

- (A) 1. No public servant shall be interested, directly or indirectly, in his own name or in the name of any business entity in which the public servant holds a direct or indirect interest, in any contract, work or business of the village, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid either from the village treasury or by any assessments levied by any statute or ordinance, or upon which said public servant may be called upon to act or vote.
2. No public servant shall represent, either as agent or otherwise, any person, association, trust, corporation or other business entity, with respect to any application or bid for any contract, work or business of the village, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid either from the village treasury or by any assessment levied by any statute or ordinance, or upon which said public servant may be called upon to act or vote.
3. No public servant shall be interested, directly or indirectly, in his own name or in the name of any business entity in which the public servant holds a direct or indirect interest, in the purchase of any property which: a) belongs to the village; or b) is sold for taxes or assessments; or c) is sold by virtue of legal process initiated by the village.
4. The prohibitions contained in subsections (A)1, (A)2 and/or (A)3 of this section shall not apply if such prohibited interest is disclosed by the public servant prior to the village's consideration of the subject transactions and the corporate authorities approve such transaction, notwithstanding such disclosed interest, by the affirmative vote of each member of the corporate authorities eligible to vote with respect to such transaction. No provision of this subsection shall be so construed as to authorize or permit any public servant to be in violation of any statute of the state, including, but not limited to, 65 Illinois Compiled Statutes 5/3-14-4 and/or "an act to prevent fraudulent and corrupt practices in the making or accepting of official appointments and contracts by public officer", 50 Illinois Compiled Statutes 105/1 et seq. (Ord. 92-O-07, 2-9-1992)

**1-12-3.1: ABSTENTION:** Every public servant shall abstain from participating in any official function, duty or vote if because of any competing interest there is a material threat to the public servant exercising independent judgment or if exercising such official function, duty or vote creates the appearance of impropriety. Should any public servant have any question whether his or her actions may violate the requirements of this section, the public servant may raise such issue to the village board or its designate prior to taking such action and the village board shall rule whether the public servant must abstain or may participate in the village function, duty or vote. (Ord. 92-O-07, 2-9-1992)

**1-12-4: FINANCIAL DISCLOSURE:** Each public servant shall file with the village clerk a statement of financial disclosure containing the following information:

- (A) The name and address of any business entity in which the public servant has a "direct or indirect interest", as defined elsewhere in this chapter.

- (B) The location and present use of each parcel of real property owned by the public servant or a business entity in which the public servant has a "direct or indirect interest", as defined elsewhere in this chapter. (Ord. 92-O-07, 2-9-1992)

Section 1-12-1 of the Code of Ethics mandates that elected officers of the Village "shall at all times segregate their personal and private business interests from the performance of their duties and responsibilities as officers...of the Village to the end that the appearance of, as well as any actual conflict of interest does not exist."

Section 1-12-3.2 of the Code of Ethics mandates that "Every public servant shall abstain from participating in any...vote if because of any competing interest there is a material threat to the public servant exercising independent judgment or if exercising such...vote creates the appearance of impropriety..."

**ULTIMATE DECISION:**

**Allegation #1:**

Mr. Schoenbeck admits that he made an attempt to contact Sikich, through Fred Lantz, in an effort to make Mr. Lantz aware of property he had for rent. This solicitation caused Mr. Lantz to realize the potential appearance of impropriety and to immediately notify the Village of the contact.

Mr. Schoenbeck affirmatively solicited business from an entity that he knew was, at the time of the solicitation, working for the Village under a contract, for which he voted.

I do not believe these actions created an actual conflict of interest that would disallow Mr. Schoenbeck from voting on any Sikich matters. I believe that any appearance of a conflict of interest created by his solicitation would violate the Code of Ethics mandate that Village elected officers shall at all times segregate their personal and private business interests from the performance of their official duties only if Mr. Schoenbeck actually began doing business with Sikich on a personal level.

Mr. Schoenbeck had an affirmative duty to make the Board of Trustees aware of any entity with which he was doing business, and I do not believe he did any personal business with Sikich.

**Allegation #2:**

Mr. Schoenbeck's entry into a private business contract with Best Quality Cleaning, a company then also under contract with the Village violated the segregation mandate of the Code of Ethics; and, Mr. Schoenbeck's later participation in the vote to extend Best Quality Cleaning's bid-waiver contract with the Village violated the abstention mandate of the Code of Ethics. Accordingly, it is my view that the failure to segregate and the failure to abstain each independently support the actuality of conflict of interest charges against Mr. Schoenbeck.

Mr. Schoenbeck's statement that he never voted on any issue related to Best Quality Cleaning as it was not an item on their agenda, it was an omnibus agenda item does not hold any weight because, as a Trustee, it is his duty to read through all items he is voting on, whether line item or omnibus, to determine whether or not there is an actual or apparent conflict of interest with his vote.

**Allegation #3 through #7:**

Mr. Schoenbeck affirmatively participated in the following:

- A. The October 25, 1999 vote of the Village Board adopting Resolution #99-R-46 approving the transfer of the Village's banking services to a bank then doing private business with Uni-Carrier, Inc., a company owned and controlled in substantial part by him;
- B. The June 12, 2000 vote of the Village Board adopting Ordinance #00-0-21 authorizing the Village's issuance of \$1,300,000.00 of its Alternate Revenue Bonds to a bank which his company Uni-Carrier, Inc., was then doing business;
- C. The October 9, 2000 vote of the Village Board adopting Ordinance #00-0-31 authorizing the Village's issuance of \$1,042,000.00 of its Series 2000 General Obligation Limited Tax Debt Certificates to a bank which his company, Uni-Carrier, Inc., was then doing business;
- D. The May 12, 2003 vote of the Village Board adopting Ordinance #03-0-11 authorizing the Village's issuance of \$664,000.00 of its Series 2003 General Obligation Limited Tax Debt Certificates to a bank which his companies, Uni-Carrier, Inc., and Re-Part, LLC, were then doing business;
- E. The April 28, 2008 vote of the Village Board adopting Ordinance #08-0-09 granting zoning relief to a bank which his companies Uni-Carrier, Inc., and Re-Part, LLC were then doing business.

At the times Mr. Schoenbeck voted on these matters, he was doing business with the bank under what is essentially a "no-bid" contract and was raising his rates during that time., when I asked for the identity of his present contact person at the bank, Mr. Schoenbeck declined to answer because his contracts have been "scrutinized without [his] knowledge" and "its hurting [his] business."

Mr. Schoenbeck's private business contract with the bank, a company doing business with, seeking opportunity from and receiving monies from the Village violated the segregation mandate of Section 1-12-1 of the Code of Ethics' and, Mr. Schoenbeck's participation in all of the above votes violated the abstention mandate of Section 1-12-3.2 of the Code of Ethics. Accordingly, it is my view that both the said failure to segregate and to abstain each independently support the actuality of a conflict of interest charges against Mr. Schoenbeck.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A PROCLAMATION RECOGNIZING WALTER C. RIGHTON ON HIS RETIREMENT FROM THE VILLAGE OF WILLOWBROOK

**AGENDA NO.** 5

**AGENDA DATE:** 4/25/11

**STAFF REVIEW:** Tim Halik

**SIGNATURE:** Tim Halik

**LEGAL REVIEW:**

**SIGNATURE:** N/A

**RECOMMENDED BY VILLAGE ADMIN.:**

**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)

It has been the policy of the Village Board to recognize the retirement of employees of the Village of Willowbrook, who have served Willowbrook residents and businesses, as well as fellow employees, with consistent professionalism and outstanding public service throughout their career, with a Proclamation and gift.

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

The employee to be recognized this evening is Walter C. Righton, who officially began his employment with the Village on July 1, 1977. He began his career in the capacity of Advisor to the Park & Recreation Commission. On May 1, 1978, Mr. Righton was appointed the first Superintendent of Parks & Recreation to the Village of Willowbrook. During his thirty-four (34) years of service with the Village of Willowbrook, Wally has fostered the creation of the Willowbrook Co-Recreation Softball league, Garden Club, Teen Scene Volunteer Program and the Celebration/Memorial Tree Program. He also supported the development of six (6) of our ten (10) parks, thirteen playgrounds, the ball field lighting program, and the concession building at Borse Community Park.

**ACTION PROPOSED:** TO APPROVE PROCLAMATION.

# Village of Willowbrook

## Proclamation

**WHEREAS**, the Village of Willowbrook first employed Walter C. Righton in the capacity of Advisory to the Park Commission on July 1, 1977. He was instrumental in establishing the Village of Willowbrook's first year-round recreation program. Wally was promoted and became the 1<sup>st</sup> Superintendent of Parks and Recreation on May 1, 1978. He has served under four Village Presidents and five Village Administrators; and

**WHEREAS**, Walter C. Righton contributed to the development and implementation of the Gateway Special Recreation Association in 1989 and held the position of President of the Association from 1996 – 1998; and

**WHEREAS**, in May of 1990, Walter C. Righton successfully completed the requirements of the Illinois and National Park and Recreation Certification Board. This certification is a major accomplishment and indicates that Mr. Righton was willing to be judged by fellow professionals, is dedicated to his field of work and assume a leadership position to provide the Village of Willowbrook's Park and Recreation Department with the highest level of park and recreation management expertise available; and

**WHEREAS**, Walter C. Righton fostered the creation of Willowbrook's Co-recreational Softball Program, Garden Club, Teen Scene Volunteer Program, and Celebration/Memorial Tree Program. He was also instrumental in collaborating with the Burr Ridge Willowbrook Girls Softball League to provide high quality and well maintained softball fields at Borse Community Park for young girls in first through eighth grade to play softball; and

**WHEREAS**, Walter C. Righton supported the development of six out of the ten parks within Willowbrook, thirteen playgrounds, the lighting program and concession building at Borse Community Park; Willow Pond's fishing pier, pavilion and other capital projects throughout the parks in Willowbrook; and

**NOW, THEREFORE, I, ROBERT A. NAPOLI**, President of the Village of Willowbrook, Illinois, do recognize Walter C. Righton for his 34 years of dedicated service to the Village of Willowbrook, its citizens and businesses.

I call upon the Board of Trustees, Staff and people of the Village of Willowbrook to congratulate Walter C. Righton on his retirement and dedication for making Willowbrook's community a better place to live and work.

Proclaimed this 25<sup>th</sup> day of April 2011.

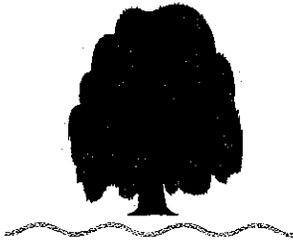
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Village President

Attest:

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Village Clerk



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

March 28, 2011

**Village President**

Robert A. Napoli

Ms. Ann Filipski  
6340 Wesley Road  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 252375.000  
Delinquent Water Bill

Dear Ms. Filipski:

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$102.97. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

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Phone: (630) 323-8215 • Fax: (630) 323-0787 • [www.willowbrookil.org](http://www.willowbrookil.org)

March 28, 2011

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Mr. & Mrs. Brian J. Harris  
6330 Tremont Rd  
Willowbrook Il 60527

Re: Account No. 252690.000  
Delinquent Water Bill

Dear Mr. & Mrs. Harris:

Please be advised that your water bill is now delinquent in the amount of \$244.26. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

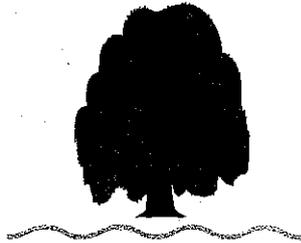
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 • Fax: (630) 323-0787 • [www.willowbrookil.org](http://www.willowbrookil.org)

March 28, 2011

Ms. Sonia Hook  
212 Somerset Rd  
Willowbrook Il 60527

Re: Account No. 250630.002  
Delinquent Water Bill

Dear Ms. Hook:

Please be advised that your water bill is now delinquent in the amount of \$151.64. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011 will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

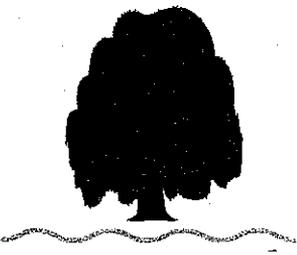
Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 • Fax: (630) 323-0787 • [www.willowbrookil.org](http://www.willowbrookil.org)

March 28, 2011

Mr. & Mrs. Mindaugas Jankunas  
603 67th Pl  
Willowbrook Il 60527

Re: Account No. 212660.003  
Delinquent Water Bill

Dear Mr. & Mrs. Jankunas:

Please be advised that your water bill is now delinquent in the amount of \$74.58. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck



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March 28, 2011

**Village President**

Robert A. Napoli

Ms. Justine Mc Clure  
Mr. Darren Young  
604 68th St  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 212715.004  
Delinquent Water Bill

Dear Ms. McClure & Mr. Young:

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$152.25. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

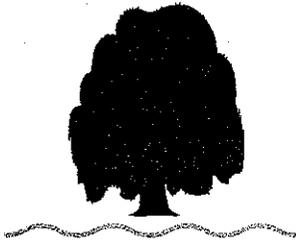
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



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Willowbrook, IL 60527-5594

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March 28, 2011

Mr. Jimmy Mostafa  
6301 Martin Dr  
Willowbrook II 60527

Re: Account No. 250450.006  
Delinquent Water Bill

Dear Mr. Mostafa:

Please be advised that your water bill is now delinquent in the amount of \$282.84. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck



# Village of Willowbrook

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March 28, 2011

**Village President**

Robert A. Napoli

Sholeh Sahebi  
605 63rd St  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 253465.002  
Delinquent Water Bill

Dear Sholeh Sahebi:

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$76.24. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

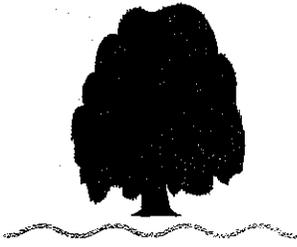
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 920-2238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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

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March 28, 2011

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Mr. & Mrs. Brian Stiller  
528 Ridgemoor Dr  
Willowbrook IL 60527

Re: Account No. 253390.004  
Delinquent Water Bill

Dear Mr. & Mrs. Stiller:

Please be advised that your water bill is now delinquent in the amount of \$135.17. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

March 28, 2011

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Worldwide Transmission Group  
585 Executive Dr  
Willowbrook II 60527

Re: Account No. 410210.004  
Delinquent Water Bill

Dear Owner/Manager:

Please be advised that your water bill is now delinquent in the amount of \$420.06. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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March 28, 2011

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Mr. & Mrs. Richard Zenner  
125 Waterford Dr  
Willowbrook Il 60527

Re: Account No. 250850.001  
Delinquent Water Bill

Dear Mr. & Mrs. Zenner:

Please be advised that your water bill is now delinquent in the amount of \$266.47. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 25, 2011, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** MOTION TO CONCUR WITH THE VILLAGE PRESIDENT'S  
RECOMMENDATIONS FOR REAPPOINTMENT

**AGENDA NO.** 8

**AGENDA DATE:** 4/25/11

**STAFF REVIEW:**

**SIGNATURE:** T. H. H.

**LEGAL REVIEW:** N/A

**SIGNATURE:** N/A

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. H. H.

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

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

The terms of service for volunteer members of the various advisory Commissions and Boards of the President and Board of Trustees expire on April 30 of the appropriate year. Prior to their expiration, the Village President reviews the appointments and contacts the members whose terms will be expiring. The Village President then presents his recommendations for reappointment to the Board of Trustees for its concurrence prior to April 30.

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

The Village President recommends the following reappointments:

##### Parks & Recreation Commission (2-year term)

Carol Lazarski  
Ronald Kanaverskis  
Doug Stetina  
Ramona Weigus

##### Plan Commission (4-year term)

Robert DelSarto  
James Soukup

**ACTION PROPOSED:** A motion to concur with the Village President's recommendations for reappointment.

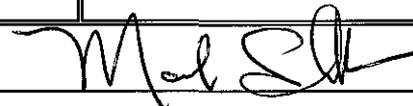
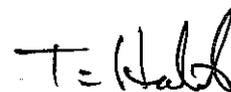
# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

MOTION TO APPROVE EXPENDITURE -THREE (3) COLT R9033 11.5" M4  
COMMANDO RIFLES

**AGENDA NO.**9**AGENDA DATE:** 04/25/11**STAFF REVIEW:** Mark Shelton**SIGNATURE:****LEGAL REVIEW:****SIGNATURE:**N/A**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Currently the department has ten (10) AR-15 .223 Long Rifles which are used daily by patrol officers. They have been extremely functional and durable serving the department needs very efficiently. The Police Department would like to purchase and keep three (3) additional weapons in our safe, which have a fully automatic capability, to be available in the event a major incident should occur. The current long rifles do not have a fully automatic capability. The new weapons are Colt R9033 11.5" M4 Commando. The ammunition clips for this weapon are interchangeable with our current weapons. The cost per weapon is \$1,055.00 for a total cost of \$3,165.00.

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

Discussion and approval of the Public Safety Committee was conducted. Three (3) different vendors were called for quotes and the price quote of \$1,055.00 from Phoenix Distributors was the lowest quote. This price includes shipping.

**ACTION PROPOSED:**

APPROVE PURCHASE OF THREE (3) COLT R9033 11.5" M4 COMMANDO RIFLES.

145A Philmont Ave  
Feasterville PA, 19053  
Office: (215) 953-8602 / (215) 953-8603  
Fax: (215) 953-1492



**To:** Willowbrook PD **From:** RJ

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**Attn:** Chief Shelton **Pages:** 2 (including cover)

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**Phone:** **Date:** 4/18/2011

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**Re:** **CC:**

**NOTE! THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.**

Urgent  For Review  Please Comment  Please Reply

Special Instructions of Messages

Chief- Please sign the FET and return with a Purchase Order. Just to verify- Colt R0933, 11.5in Select Fire- \$1055.00 each delivered.

Please call with any questions - RJ

To verify or report a transmission problem please call (215) 953-8602  
Original documents to follow VIA,

Regular Mail  Overnight Letter  2<sup>nd</sup> Day Air  Certified Mail  Hand Delivery  Will not follow

DEPARTMENT OF THE TREASURE  
BUEAU OF ALCOHOL, TOBACCO AND FIREARMS

EXEMPTION CERTIFICATE

(For use by States and Local Governments (Section 4221 (a)(4) of the Internal Revenue Code)

Date: 4/18/2011

I hereby certify that I am Chief Mark Shelton  
Of Willowbrook Police Department; that I am authorized to execute this certificate and that,  
Check applicable type of certificate:

         The article or articles specified in the accompanying order, or on the reverse hereof, (or)

XX All orders placed by purchaser for the period commencing April 18, 2011  
and ending April 18, 2013. (period not to exceed 12 calendar quarters)

Are, or will be, purchased from Colt Defense LLC.

For the exclusive use of Willowbrook Police Department.

Of Willowbrook, Illinois 60527.

*I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. I understand that fraudulent use of this certificate for the purpose of securing this exemption will be subject me and all parties making such fraudulent use of this certificate to all applicable criminal penalties under Internal Revenue Code*

SIGNATURE \_\_\_\_\_

ADDRESS- Willowbrook Police Department- 7760 Quincy St. Willowbrook, IL 60527

ATFI 5600.35 (2-94)

A Sale of an article to State or local government for resale is not considered to be a sale for the "exclusive use" of State or local government, within the meaning of section 4221(a)(4) of the code, and, therefore, such sales may not be tax-free. Such sales may not be made tax-free even if the resales are made to government employees, or the article is an item the employee is required to possess in carrying out his duties.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

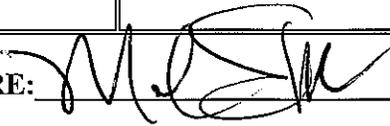
ITEM TITLE: REPORT

WILLOWBROOK POLICE DEPARTMENT 2010 ANNUAL REPORT

AGENDA NO. 10

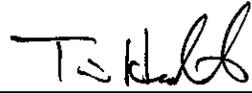
AGENDA DATE: 04/25/11

STAFF REVIEW: Mark Shelton

SIGNATURE: 

LEGAL REVIEW: n/a

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A

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

Each year, the Department prepares an annual report summarizing the department activities, programs, and crime statistics.

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

Included with the Board agenda packets is the final FY 2010 Willowbrook Police Department's Annual Report. Below are highlights of this report:

- ◆ Elimination of one (1) Deputy Chief position
- ◆ Restructuring the Support Services Staff
- ◆ Decreased number of Service Calls and Index Crimes, as compared to last year.
- ◆ Overall traffic accidents were reduced by 16 accidents, as compared to last year.
- ◆ K-9 Officer Gaddis and Icha participated in numerous drug searches and arrests, recovering over a million dollars in street value illegal drugs.
- ◆ The Cadets were re-chartered for the 18<sup>th</sup> time through the Boy Scouts of America. They participated in the 2010 National Law Enforcement Explorer Conference in Atlanta, Georgia in July.
- ◆ Two employees, Ed Konstanty and Francis "Pat" Foley retired from the Village of Willowbrook.

ACTION PROPOSED: No action required.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> MOTION TO APPROVE – FISCAL YEAR 2011/12 BUDGET		<b>AGENDA NO.</b> 11 <b>AGENDA DATE:</b> <u>04/25/11</u>
<b>STAFF REVIEW:</b> Carrie Dittman, Interim Director of Finance	<b>SIGNATURE:</b> <u>Carrie Dittman</u>	
<b>LEGAL REVIEW:</b> N/A	<b>SIGNATURE:</b> <u>N/A</u>	
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>Tim Halik</u>	
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b> <p>Included with the Board agenda packet is the final bound copy of the FY 2011/12 Budget document. The final budget incorporates all items discussed during the Board Budget Workshop held on March 21, 2011.</p> <p>The Village is required to comply with the State Appropriation Act and each year must adopt an appropriation ordinance. The appropriation ordinance provides the Village the legal authority to expend funds. The annual budget represents the Village's spending plan for the year. The appropriation ordinance must be passed within the first quarter of the fiscal year and a copy must be filed with the DuPage County Clerk within thirty (30) days of passage of the ordinance. The FY 2011/12 Appropriation Ordinance will be placed on the Board's agenda for the first regular meeting in June for consideration.</p>		
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b> <p>Staff also plans on submitting the Village's FY 2011/12 Budget to the Government Finance Officers Association (GFOA) for the Distinguished Budget Presentation Award.</p>		
<b>ACTION PROPOSED:</b> Approve the motion.		

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>A RESOLUTION APPOINTING A REPRESENTATIVE FROM THE VILLAGE OF WILLOWBROOK TO SERVE ON THE GATEWAY SPECIAL RECREATION ASSOCIATION BOARD OF DIRECTORS</p>	<p><b>AGENDA NO.</b> 12</p> <p><b>AGENDA DATE:</b> <u>4/25/11</u></p>
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<p><b>STAFF REVIEW:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u>Tim Halik</u></p>
<p><b>LEGAL REVIEW:</b> N/A</p>	<p><b>SIGNATURE:</b> <u>N/A</u></p>
<p><b>RECOMMENDED BY:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u>Tim Halik</u></p>
<p><b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>    YES <input type="checkbox"/>    NO <input type="checkbox"/>    N/A <input checked="" type="checkbox"/></p>	

**ITEM HISTORY (BACKGROUND, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Gateway Special Recreation Association (Gateway SRA) provides recreation programs for persons with physical and mental disabilities. The Association is a cooperative among the Burr Ridge Park District, Elmhurst Park District, Oak Brook Park District, Pleasantdale Park District, Westchester Park District, York Center Park District, Village of Hinsdale, and the Village of Willowbrook. Each member agency contributes to the Association in order to fund the program. This cooperative venture was formed in 1989 under an intergovernmental agreement. Gateway SRA contracts with the Ray Graham Association (RGA), a regional agency that provides services to those with disabilities, to administer the program.

The Village of Willowbrook levies a Special Recreation Tax to pay the Willowbrook contribution to the program. The amount is levied annually based on the contributions needed to fulfill the contract with the RGA and other costs incurred by the Gateway SRA. Under the current law, in order to levy a Special Recreation Tax, a government body must be members of an association of more than one community.

In accordance with Article III of the current by-laws of the Gateway SRA, the Village of Willowbrook, as a member agency of the Association, is entitled to appoint one Trustee to serve on the Gateway SRA Board of Directors. As a Trustee on the Gateway Board, that individual would represent the Village of Willowbrook on all matters pertaining to the Association and would serve as the Village Board's liaison to the Gateway Board.

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

Given the retirement of Superintendent Righton, it is the Village staff's recommendation that new hire Kristin Violante be appointed as Willowbrook's Trustee on the Gateway SRA Board of Directors. This recommendation was also approved by the Parks and Recreation Commission and Village President Robert Napoli.

**ACTION PROPOSED:**

Adopt the attached resolution

RESOLUTION NO. 11-R-\_\_\_\_\_

A RESOLUTION APPOINTING A REPRESENTATIVE FROM THE  
VILLAGE OF WILLOWBROOK TO SERVE ON THE  
GATEWAY SPECIAL RECREATION ASSOCIATION BOARD OF DIRECTORS

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WHEREAS, the Village of Willowbrook participates in the Gateway Special Recreation Association; and,

WHEREAS, it is necessary for each member to appoint a representative to serve on the Association's Board of Trustees; and,

WHEREAS, the representatives should have a close working knowledge and access to matters regarding the operation of the Association.

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 Kristin L. Violante, Superintendent of Parks and Recreation, be appointed the Representative Trustee and that she be delegated the power and duties as specified in the Gateway Special Recreation Association By-Laws.

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 25th day of April, 2011.

APPROVED:

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

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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