A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 26, 2012, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. VISITOR'S BUSINESS - Public comment is limited to three minutes per person

5. OMNIBUS VOTE AGENDA
   a. Waive Reading of Minutes (APPROVE)
   b. Minutes – Regular Board Meeting – March 12, 2012 (APPROVE)
   c. Minutes – Executive Session Meeting – February 27, 2012 (APPROVE)
   d. Minutes – Special Board Meeting – March 19, 2012 (APPROVE)
   e. Warrants – $241,988.50 (APPROVE)
   f. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement – Landscape Fertilization Services – Between the Village of Willowbrook and Spring Green Lawn and Tree Care (ADOPT)

NEW BUSINESS

6. DELINQUENT WATER BILLS

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

8. ORDINANCE – AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2011 TO PAY THE PRINCIPAL AND INTEREST ON THE $3,540,000 SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, SERIES 2007 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

9. MOTION – MOTION TO APPROVE EXPENDITURE FOR REPLACEMENT OF WILLOWBROOK POLICE DEPARTMENT'S COPY MACHINE

10. RESOLUTION – A RESOLUTION AMENDING PERMIT FEES CHARGED FOR USE OF VILLAGE ATHLETIC FIELDS AND FACILITIES

11. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT - MOSQUITO ABATEMENT SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARKE MOSQUITO CONTROL, INC.

PRIOR BUSINESS

12. COMMITTEE REPORTS

13. ATTORNEY'S REPORT

14. CLERK'S REPORT

15. ADMINISTRATOR'S REPORT

16. MAYOR'S REPORT

17. EXECUTIVE SESSION:

    a. REVIEW 2012 MINUTES – Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings that were Lawfully Closed Under the Open Meetings Act

    b. Consideration of Collective Negotiating Matters Between the Village and Its Employees and Their Representatives Pursuant to Chapter 5 ILCS 120/1(C)(2)

    c. Consideration of the Performance and Compensation of the Combined Office of Village Administrator / Director of Municipal Services Pursuant to Chapter 5 ILCS 120/2(c)(1)

18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 12, 2012 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 6:30 p.m. by Mayor Robert Napoli.

2. ROLL CALL

Those present at roll call were Mayor Robert Napoli, Clerk Leroy Hansen, Trustees Dennis Baker (via teleconference), Terrence Kelly, Michael Mistele, Sue Berglund, and Frank Trilla.

ABSENT: Trustee Umberto Davi

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief Mark Shelton, Deputy Chief Paul Oggerino, Interim Finance Director Carrie Dittman, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITOR'S BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

a. Waive Reading of Minutes (APPROVE)
b. Minutes - Regular Board Meeting - February 27, 2012 (APPROVE)
c. Minutes - Executive Session Meeting - February 13, 2012 (APPROVE)
d. Warrants - $177,470.91 (APPROVE)
e. Monthly Financial Report - February 29, 2012 (APPROVE)
f. Resolution - A Resolution to Designate Open Meeting Act Officers as Required Under the Illinois Open Meetings Act - No. 12-R-12 (ADOPT)
g. Motion to Approve - Raffle Application - The Kerry Piper Irish Pub (APPROVE)

Mayor Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda. Trustee Baker recused himself from voting on Item 5c. Trustee Trilla recused himself from voting on Item 5d.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. MOTION - MOTION TO APPROVE THIRD QUARTER FINANCIAL REPORT - FISCAL YEAR 2012

Interim Finance Director Dittman highlighted the third quarter financial report and trends. Revenues are projected to be 3.3% greater than budgeted. This would give the Village the number of days of operating expenses for the General Fund of approximately 135 days to end the fiscal year.

MOTION: Made by Trustee Mistele and seconded by Trustee Baker to approve the Third Quarter Financial Report - Fiscal Year 2012 as presented.

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

MOTION DECLARED CARRIED

7. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENT OF BILL BUCKLEY TO FILL A VACANCY IN THE OFFICE OF MEMBER OF THE VILLAGE PLAN COMMISSION

Mayor Napoli stated that he has known Mr. Buckley for many years and is active in the community. Mayor Napoli spoke with Mr. Buckley about serving on the Commission, and he stated that he is willing to serve and will be an impartial judge on behalf of the citizens.

MOTION: Made by Trustee Baker and seconded by Trustee Berglund for the appointment of Bill Buckley to the Village Plan Commission.

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

MOTION DECLARED CARRIED

8. REPORT - POLICE FORFEITURE FUNDS/DEA FEDERAL FUND EXPENDITURES

Chief Shelton stated the balance of the DEA Federal Forfeiture Fund is $186,784.36. Chief Shelton stated that there is approximately an additional $82,092.00 pending approval in the court system. Since the program began in October of 2006, the Village has collected over $515,000.00.

Chief Shelton said the State Forfeiture Fund has approximately $44,060.00; it can only be used for drug related purposes.

The federal funds can be used for a larger array of police related purchases.

Attorney Hennessy questioned what is the department relying upon to base how the monies can be spent. Chief Shelton stated that he will provide Attorney Hennessy with a copy of the information that indicates how the money is to be spent.

Chief Shelton stated that some possible future purchases for these funds include electronic ticketing, wireless in-car cameras, new report writing system, mobile crash reporting system, and additional squad car purchases.

9. MOTION - A MOTION TO APPROVE EXPENDITURE FROM THE FEDERAL ASSET DRUG SEIZURE FUNDS - POLICE PATROL VEHICLE

Chief Shelton stated that the DEA Federal funds will be used to fully fund the purchase of the new squad car, and money that had originally been budgeted for the radios shall remain in the General Fund.

Trustee Kelly stated that the money earned from DEA forfeitures should be earmarked for non-normal capital projects such as technology, efficiency, safety, and other purchases that are out

of the ordinary. Trustee Kelly stated that with the cuts that have occurred in the Police Department, the DEA funds would be best used first for safety and secondly to purchase up-to-date technology into the department. Trustee Kelly stated that he was initially going to vote against purchasing the vehicle with all DEA money. Trustee Kelly stated that he does not wish that this purchase set a precedence for how money will be spent in the future. Trustee Kelly stated that any future purchases will require a thoughtful discussion amongst all members of the Board and the Police Department to determine the best way to take forfeiture funds and spend them for the greatest benefit to the residents of the Village and for the improvement of the department.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to approve the expenditure from the Federal Asset Drug Seizure Funds to purchase a police patrol vehicle as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO RENEW THE CONTRACT OF THE SONET RING SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND THE DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

Chief Shelton stated that the original agreement was signed in 2004. The Sonet Ring carries information through the DuPage County Justice Information System. Expenditures and fees have not changed, only the original contract had expired.

MOTION: Made by Trustee Baker and seconded by Trustee Mistele to adopt Resolution No. 12-R-13 as presented.

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

MOTION DECLARED CARRIED

11. DISCUSSION - VILLAGE ETHICS ORDINANCE REVISIONS

Attorney Hennessy stated that a review of the existing ethics code has revealed some deficiencies dealing with how a complaint

is to be commenced and how it is processed. Attorney Hennessy had reviewed the Attorney General's model ordinance and other municipalities. Attorney Hennessy determined that it would be in the best interest of the Village to create an Ethics Commission and it should consist of the corporate authorities of the Village, being the elected Mayor and elected Trustees.

Recognizing the limitations on the time of the volunteer citizens that serve as the corporate authorities, it would be a good idea to make use of a delegate subcommittee; primarily for the purposes of investigating ethics matters.

Language in reference to the duties of the ethics officer has not been added to the updated ordinance. Duties will include providing guidance to the Village and performing other duties that may be delegated by the Village.

Attorney Hennessy stated that he envisions a process that due to the limitations of time of the corporate authorities, matters like these ethics complaints would be sent over for determination preliminarily by the subcommittee. They in-turn might seek the advice and guidance of the Ethics Officer.

Attorney Hennessy stated he has not yet addressed the obligations of the public servant to fully cooperate with the work of the Commission or the delegate sub-committee, which includes providing the necessary paperwork, books and records, appearing and testifying in court, and submitting to depositions if necessary.

Attorney Hennessy stated that it is important to note that everything that is set forth is on the behalf of the Committee and its delegates is a matter that is not subject to administrative review because the Ethics Commission is purely a recommending body. If complaints are not dismissed, they will be recommending actions to the enforcing authorities which will be the ultimate jurisdictional authorities, the corporate authorities of the Village.

Attorney Hennessy stated that he rejected the idea of just adopting the Attorney General's model because he does not think it accords with the practice and tradition here. Attorney Hennessy stated that in his view, because of the responsibilities, duties, and the liabilities that the elected public officials of the Village have, they should be the Ethics Commission of the Village. Once the Commission has finished

with a matter and adopted its recommendations, it would go to the enforcing corporate authorities.

Mayor Napoli suggested that the Board take time to review the proposed ordinance and schedule discussion on this matter in more detail at the Board meeting on April 9, 2012.

Trustee Kelly wanted to commend Attorney Hennessy. He stated that this is a big step from where the ordinance was and the revision covers a lot of the concerns that he has expressed in the past.

Attorney Hennessy stated that he is looking forward to input and suggestions from the Board.

PRIOR BUSINESS

12. COMMITTEE REPORTS

Trustee Baker had no report. However, he referred to a Defensive Driving Program for the police department that he had spoken to Mayor Napoli about. Chief Shelton stated that all officers are sent to a three-day Defensive Driving course, and there are already officers scheduled for a one-day refresher course. These courses are offered through Northeast Multi-Regional Training and through IRMA.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Trilla had no report.

13. ATTORNEY'S REPORT

Attorney Hennessy had no report.

14. CLERK'S REPORT

Clerk Hansen had no report.

15. ADMINISTRATOR'S REPORT

Administrator Halik advised the Board that this past Friday, the Village received notice from the Government Finance Officers Association of our 23rd consecutive Certificate of Achievement for excellence in financial reporting award.

Administrator Halik also reminded the Board on March 19th there will be the Board Budget Workshop scheduled from 6:00 p.m. - 9:00 p.m. Dinner will be provided due to the early start time.

16. MAYOR'S REPORT

Mayor Napoli had no report.

17. EXECUTIVE SESSION

a. REVIEW 2012 MINUTES - Pursuant to 5ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act

b. Consideration of Collective Negotiating Matters Between the Village and Its Employees and Their Representatives Pursuant to Chapter 5 ILCS 120/1(c)(2)

c. Consideration of Pending and Possible Litigation Against the Village Pursuant to Chapter 5 ILCS 120/2(c)(11)

ADJOURN INTO EXECUTIVE SESSION

MOTION: Made by Trustee Baker and seconded by Trustee Mistele to adjourn into Executive Session at the hour of 7:11 p.m.

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

MOTION DECLARED CARRIED

18. ADJOURNMENT

MOTION: Made by Trustee Baker and seconded by Trustee Kelly, to adjourn the Executive Session at the hour of 7:41 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

March 26, 2012.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING BUDGET WORKSHOP OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 19, 2012, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 6:05 p.m. by Mayor Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Terrence Kelly, Michael Mistele, Sue Berglund, and Frank Trilla.

ABSENT: Trustees Dennis Baker and Umberto Davi (Davi-At time of Roll Call)

Also present were Village Clerk Leroy Hansen, Village Attorney William Hennessy, Village Administrator Tim Halik, Interim Finance Director Carrie Dittman, Chief of Police Mark Shelton, Deputy Chief Paul Oggerino, Superintendent of Parks & Recreation Kristin Violante and Management Analyst Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Napoli asked Trustee Trilla to lead everyone in saying the Pledge of Allegiance.

4. PUBLIC HEARING - APPROPRIATION ORDINANCE

Mayor Napoli opened the public hearing relative to the proposed Appropriation Ordinance for Fiscal Year 2012-2013.

Mayor Napoli asked if there were any questions or comments. Being there were no questions or comments, Mayor Napoli asked for a motion to close the public hearing.

MOTION: Made by Trustee Mistele, seconded by Trustee Kelly, to close the public hearing with regard to the Appropriation Ordinance.

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

MOTION DECLARED CARRIED

5. DISCUSSION - FISCAL YEAR 2012-13 DRAFT BUDGET

Administrator Halik presented to the Village Board a general overview of the budget. He noted the following:

- The final budget for fiscal year 2012/13 should be approved no later than the April 23, 2012 Board meeting.
- All existing services and programs will be maintained.
- Proposed days of operating expense is 142 days at $18,807 p/day.
- The Five Year Plan is to conserve spending with no new or expanded service.

Administrator Halik reviewed the General Fund highlights which presents a surplus of $793,000. Attributes include:

- Retirements from the police commander rank.
- Does not include any salary increases for non-union employees.
- Includes a 2% wage increase for Unionized patrol officers, per their Collective Bargaining Agreement.
- Health insurance costs were anticipated to be approximately 10%. They are now at 3.6%.
- Police Pension contributions went up 15.2%.
- IMRF Pension contributions went up 6.9%.

In addition, Administrator Halik reviewed the status of grant funding the village has obtained. Grant funding was more difficult to obtain during the year; due in part to the lack of a federal stimulus program. It includes:

- $46,000 - Illinois Department of Commerce and Economic Opportunity (Illinois DCEO) - Illinois Capital Bill - Replacement of Community Park Ballfield Backstops.
- $60,000 - Illinois DCEO - Illinois Capital Bill - Knolls Lake Drainage Improvement Project.
- $92,000 - Illinois DCEA - Illinois Capital Bill - Phase I - LED Streetlight Replacement Project.
- $542,000 - Federal STP - Road Maintenance Project for Clarendon Hills Road (north) will be used in 2016 Road Maintenance Program. (Funding was approved in FY2011/12)

Village Staff has also applied for additional grant funding as follows:

- Illinois Department of Natural Resources OSLAD Grants
  - New Park/Open Land Acquisition
  - Playground Replacements
- Metropolitan Mayors Caucus – Emerald Ash Borer Grant – Tree Inventory

Administrator Halik again related that there is no wage increases included in these budget numbers. Entering FY 2012/13, there will be 33 full-time employees, a reduction from 37 employees from the previous year.

Interim Director of Finance Carrie Dittman provided an overview of the Fiscal Year 2012-2013 budget.

- FY 2012-13 budgeted revenues are anticipated to be 1.52% higher than FY 2011-12

Ms. Dittman advised the Board that the major components of the general fund revenues are sales tax, up $276,000 due to the Town Center being fully built out; and places of eating tax, up $21,000. Utility tax is down $33,000 based on trends. Income tax down $39,000 due to the drop in population after the last census count. Permit fees will be down $39,000 based on trends. Red light camera fines will be up $29,000. Total FY 2012-13 General Fund Revenues is estimated at $7,852,784.

The FY 2012-13 General Fund Expenditures is estimated at $7,059,257 with the police department accounting for 59% of the budget.

Ms. Dittman reviewed outstanding obligated debt:

- 2007 TIF Notes – Maximum principle - $1,830,000 – Economic Incentive Agreement with Harlem Irving. Last payment is due on 12/31/2014.
- 50% sales tax sharing with Harlem Irving. Maximum principle - $1,670,000. Last payment is due on 12/31/2015.
- Series 2008 GO ARS Bonds – Issued to complete the 75th Street extension and building the Public Works facility. Last payment is due 2027. Current balance is $1,800,000.
- Series 2007 Special Service Area (SSA Bonds) – Town Center infrastructure improvements. Last payment - 01/01/2029. Current balance is $3,200,000.

Ms. Dittman reviewed the employee pension costs:

- Police pension costs will increase 15.2%.
- IMRF pension costs will increase 6.9%.
- SLEP pension costs will increase 45%; it had been reduced by 45% the previous year. This payment involves a former police chief and payments will need to be made until 2022.

Staff presented the highlights of the departmental budgets:

Administration

An increase of 0.37% overall:

- Budgeted replacement canopy soffits on Village Hall - $4,000
- Budgeted to seal coat and restripe Village Hall parking lot - $9,000
- Budgeted to replace cabinets and countertops throughout the Village Hall - $15,000
- Budgeted to replace window treatments in Council Chambers - $3,500

Finance

An increase of 8.99% overall:

- $5,000 increase for IT consulting
- Routine upgrades to financial software
- Technology expenses:
    - Replacement of three servers - Approximately $23,000
      Labor costs - Flat rate to install - $7,185
    - Replacement of Workstations - Approximately $34,000

Parks & Recreation

An overall decrease of 3.08%:

- Budgeted to seal coat and restripe the parking lots at Willow Pond and Community Park - $10,000
- Completion of the Ballfield Backstop project - $14,000 for canopies. In addition, there is a balance of $12,100 from the Illinois Capital Bill grant to be used on the canopy project.

Planning

An overall decrease of 11.12%:

- Consultant Services for completion of updates to Village Zoning Ordinance - $5,000
- Planning Consultant - $50,000*
- Traffic Consultant (third-party) - $2,000*

*These two items are revenue neutral as the expenditure is re-couped on development application fees.

Police

An overall decrease of 6.46%:

- No purchase of new squad cars through Village budget. Purchases to be made through DEA/State forfeiture fund.
- No reaccreditation fee. Only annual fee of $4,200, with reimbursement of up to $2,500 by IRMA.
- Increase in gas budget - $13,200.
- Southwest Central Dispatch annual payment - decrease of $36,731 as a result of retirements.
- New police department uniform patch design.

Municipal Services

An overall decrease of 1.83%:

- Fuel increase 18% due to rising fuel costs
- Engineer service budget decreased by 15% due to the completion of the ARRA projects
- Two annual Brush Collection programs - $20,000
- Traffic signal maintenance agreement with IDOT and DuPage County - $4,372 increase
- Tree maintenance reduced by $9,000
- Mosquito abatement services - $30,231 (Entered into a new three-year contract with no cost increase for the first year, 2% increase for each of the next two years)

Building and Zoning

An overall increase of 1.77%:

- Several of the third-party consultant service lines were increased due to the slight increase in permit activity as compared to prior years.
- Fuel budget increased by 18% due to rising fuel costs.

Water Fund

An overall increase of 14.17%

- Budgeted increase of $466,293 due to the increased DuPage Water Commission rates.
- Budgeted for fire hydrant replacement program - $15,000.

Water Capital Improvement Fund

- Valve insertion program (this will assist the water transmission mains to be isolated to reduce the impact to the community during the repair of water main breaks) - $12,000.
- Valve exercising program to ensure proper operation of our water hydrants - $23,100.

Motor Fuel Tax Fund

- Available funding of $186,000 is anticipated for the completion of the 2012 Road Maintenance Program.

Hotel/Motel Tax Fund

An overall increase of 31.24%

- Advertising - additional funds available

SSA Funds

Remaining funds to be used for a Town Center Identification Sign - $51,538

Trustee Umberto Davi arrived at the Budget Workshop at 7:10 p.m.

2008 Bond Fund

$156,744 budgeted to make June 30 and December 30 debt payments for new public works facility (funded by transfers from General Fund and Water Fund)

Village annually abates the property tax levy on the bonds and pays from internal sources. Last bond payment on this will be in 2027.

Capital Projects Fund

Budgeted to reimburse the Water Capital Improvement Fund - $53,016.

Discretionary Budget Items Requiring Board Direction

There are eight (8) discretionary budget items identified, however, the numbers for these items have not been included in the budget.

1. Fuel Pump Equipment Replacement

   Administrator Halik stated that there are two underground storage tanks on Village property. The fuel pumps were installed in 2000. This equipment is routinely inspected by the Office of the State Fire Marshall (OSFM). During the last inspection, pedestal corrosion was identified as a maintenance issue and noted that this must be addressed in the future. Replacement costs would be approximately $11,845.

   Issues to be considered:
   - The OSFM routinely suggests upgrades and improvements.
   - Should we maintain an on-site fuel station?
   - Should we negotiate a fuel sales agreement with one of the service stations in town?
   - Costs of removing the existing system?
   - Fuel supply in case of emergencies.

   Trustee Berglund questioned if amortizing out the additional costs to replace the existing equipment. Administrator Halik stated that the issue is the upgrade requirements are only announced as they come about through the regulations.

Trustee Davi stated that the Village cannot stop existing and be at the mercy of the fuel supplier.

Trustee Mistele questioned what our annual fuel costs are. Administrator Halik stated he would have to get back to him on that figure.

Trustee Kelly questioned if the equipment was removed, what would the environmental remediation costs might be. Trustee Trilla stated that it would be at least 6-figures.

Trustee Trilla questioned if the bid was quoted for rebuilt pumps. Mayor Napoli questioned what the life expectancy is for rebuilts. Trustee Trilla stated approximately 10 years and new pumps are 15-20 years.

Administrator Halik confirmed that the Board's consensus would be to keep our fuel pumps and work on better pricing for the replacement.

2. Handheld GPS Device Purchase - P.W.

Administrator Halik stated that over the last couple of years during the completion of various Public Works projects, street signs, water valves, storm sewer outfalls, hydrant locations, and water tank storage set points, the contractors have provided a geographical positioning database inventory on the infrastructure. We have five sets of data but no handheld GPS device to use this data with. This device would be useful and can save time when there is a main break and they are looking for water valves to shut off. The device locates the valves much faster.

The cost for the device and software package would be $9,735. The Board's consensus was to purchase the system.

3. Park & Recreation Master Plan Development

Superintendent Violante reviewed the Parks and Recreation Master Plan. Superintendent Violante and Management Analyst Hummel met with a consultant group about the OSLAD grants. It was decided that an updated comprehensive Park & Recreation Plan was essential to determine what specific projects to

pursue. The plan is also required to received OSLAD grants. At this time, there is no detailed master plan for the parks. Superintendent Violante is recommending a master plan be generated of the Village's park system to determine what direction the Park & Recreation Commission, the Village Board, and the staff would like to take.

Staff is proposing a budget of $19,850 to contract with a consulting firm to develop this master plan. The process takes approximately six months and when finished, the Village will be in a better position to apply for grants and will have a better focus on what to do in the future.

Trustee Kelly questioned how much change can be done in the existing parks or does this include the acquisition of other property. Superintendent Violante stated that there are ponds that need work. She also stated that there are future trends that have not been addressed.

Trustee Berglund questioned how long can the master plan be used for towards obtaining grants. Management Analyst Hummel stated that they can be used for 15 years. However, the plan should be maintained and updated as you go.

Trustee Kelly felt that Village money would be better spent trying to bring efficiency to the Village staff than a master plan for the parks.

Trustee Trilla stated that it has been proven that grants can be obtained by Staff and if this master plan makes that process easier to obtain hundreds of thousands of dollars in grants, it is money well spent.

The Board's consensus was to hold discussion on this item until later in the presentation.

4. Community Park Pavilion Roof Replacements

Superintendent Violante stated that the wooden shake shingle roofs on the two shelters at Community Park have deteriorated and are currently covered by moss. Eventually, water leaks will occur and the general

appearance has declined. An estimate of $20,500 was received to replace the roofs with wooden shake shingles.

Trustee Mistele suggested looking into synthetic shingles that look identical to the wooden shingles.

Administrator Halik suggested that Staff consider several different covering alternatives and bring this item back to the Board with updated costs.

The Board's consensus approved this suggestion.

5. Comcast/AT&T U-Verse PEG Channels

Management Analyst Hummel related that currently the Village broadcasts a static general message on the Comcast Channel PEG 6 that refers people to contact the Village's website or to call the general administrative number. Currently, the Village does not broadcast on AT&T U-Verse. AT&T U-Verse is not available to all residents. Total costs for equipment to get the AT&T U-Verse PEG Channel would be approximately $6,689.

The Board's consensus was to defer this item.

6. Paperless Board Agenda Packets

Management Analyst Hummel stated that he had received several requests to research other options for distribution of Board packets. The current system uses eight laptops and the packets are distributed via a thumbdrive. One possible alternative would be purchase Apple I-Pads and the packets could be downloaded from the Village's website. The costs depending on which type of internet speeds requested would be $3,500 - $4,232.

Trustees questioned what was wrong with the current system. Management Analyst Hummel stated that he was responding to a request for looking into different options for when the laptops need to be replaced or if the Board wishes to go into a different direction.

The Board's consensus was to defer this item.

7. Use of Social Media

Management Analyst Hummel stated that several communities in the area have looked into the idea of social media sites. No software purchase is necessary. The only need is an internet connection. Advantages include improved communication with residents, increased transparency, instant updates, interactive environment, and promotion of goals. Disadvantages include security, potential damage to the Village's reputation, venue for disgruntled residents, increase in staff time in posting materials and monitoring the site, and a digital divide for older residents that do not use social media.

Management Analyst Hummel stated that there is no real budget expenditure.

The Board's consensus was to defer this item.

8. Village Entry I.D. Signs

Administrator Halik spoke about the current Village entry signs. Mayor Napoli stated that at least the two signs on Kingery Highway should be replaced to upgrade the image of the Village. The cost to replace the two signs is estimated to be $26,000 for stone signs and to replace the eight metal signs throughout town is estimated to be $480.

Trustee Berglund questioned how much the new park signs cost. Superintendent Violante stated it was about $28,500 to replace 13 signs that are wooden and sandblasted.

Administrator Halik recommended to earmark some funding to work on the project and bring sign concepts back to the Board at a future date. If the project is not approved, the funds can remain unspent.

The Board's consensus was to earmark $28,000 for the project and to discuss this item at a later date.

9. Future Budget Considerations

Administrator Halik stated that there are several items that have been identified for future budget

consideration. These projects have not yet been considered and no associated costs have been determined. These items included:

- Document Archival Plan
  This item has been brought to previous Boards on several occasions. The consensus of the Board was to begin work on obtaining information for a document archival plan.
- Finance Software System
  At a committee review, it was discussed that the current finance system software is from a small company. A succession plan is needed. The consensus of the Board was to proceed on obtaining information and costs for a long-range plan for a finance system.
- 2016 STP Project Funding
  The $542,000 of grant money that is earmarked for the Clarendon Hills Road project is a 70/30 grant match so the 30% Village share, or $232,000, will need to be budgeted by the Village. The Administrator will prepare and present to the Village Board a series of options on how to earmark the needed funds.
- Water Study
  At a committee review, discussion was made to determine the long term sustainability for our water supply.

10. Impact of All Discretionary Items

Administrator Halik reviewed the Budget Workshop discretionary items with the Board. If all discretionary items were accepted, it would cost a total of approximately $100,771 or about five operating days.

6. EXECUTIVE SESSION

a. Consideration of personnel matters pursuant to Chapter 5 ILCS 120/2(c)(1)

ADJOURN INTO EXECUTIVE SESSION

MOTION: Made by Trustee Davi, seconded by Trustee Mistele, to recess into Executive Session at the hour of 8:39 p.m.

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

MOTION DECLARED CARRIED

7. ADJOURNMENT

MOTION: Made by Trustee Mistele, seconded by Trustee Berglund, to adjourn the meeting at the hour of 9:05 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

March 26, 2012

_____
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

March 26, 2012

GENERAL CORPORATE FUND	----------	$124,272.52
WATER FUND	----------	110,021.98
HOTEL/MOTEL TAX FUND	----------	2,500.00
WATER CAPITAL IMPROVEMENTS FUND	----------	5,194.00
TOTAL WARRANTS	----------	$241,988.50

Tim Halik, Village Administrator

APPROVED:

Robert A. Napoli, Mayor

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
AFLAC (46)	03/27 CK# 79426		$1,815.60
934375/MAR12 EMP DED PAY - AFLAC/ACCIDENT 01-210-217		01-210-217	1,477.24
934375/MAR12 EMP DED PAY - AFLAC/OTHER INS 01-210-218		01-210-218	338.36
AL WARREN OIL CO (2205)	03/27 CK# 79427		$7,457.25
10712628 GASOLINE INVENTORY 01-190-126		01-190-126	7,457.25
AMERICAN FIRST AID SERVICE INC (77)	03/27 CK# 79428		$83.70
116727 OPERATING EQUIPMENT 01-451-401		01-30-630-401	37.00
116728 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	46.70
APPRIZE PROMOTIONAL PRODUCTS (2457)	03/27 CK# 79429		$382.00
51132/EXPO PUBLIC RELATIONS 01-435-365		01-10-475-365	382.00
ANNA AULT (2368)	03/27 CK# 79432		$150.00
25/WNTR 11/12 WINTER PROGRAM MATERIALS & SERVICES		01-20-585-121	150.00
BLUE BOOK (2429)	03/27 CK# 79433		$24.95
3795 FEES-DUES-SUBSCRIPTIONS 01-451-307		01-30-630-307	24.95
BRYAN'S GARAGE DOOR SOLUTIONS (233)	03/27 CK# 79434		$250.00
3/6/12 MAINTENANCE - GARAGE 01-510-413		01-35-725-413	250.00
3M COGENT INC (2458)	03/27 CK# 79435		$9,563.16
142818 DRUG FORFEITURE EXP. - FEDERAL 01-465-349		01-30-650-349	9,563.16
COMMONWEALTH EDISON (370)	03/27 CK# 79436		$659.28
0423085170MAR12 RED LIGHT - COM ED		01-30-630-248	53.57
0791026027MAR12 RED LIGHT - COM ED		01-30-630-248	45.79
1024813000MAR12 ENERGY - STREET LIGHT 01-530-207		01-35-745-207	1.26
4215105154MAR12 ENERGY - STREET LIGHT 01-530-207		01-35-745-207	500.78
6863089003MAR12 RED LIGHT - COM ED		01-30-630-248	57.88
DUPAGE COUNTY PUBLIC WORKS (514)	03/27 CK# 79437		$54.62
PW11/30-1/31/12 SANITARY USER CHARGE		01-35-725-417	13.45
VH11/30-1/31/12 SANITARY USER CHARGE 01-405-385		01-10-466-385	41.17
DUPAGE COUNTY E.T.S.B. 911 (513)	03/27 CK# 79439		$468.37
84/ FEB 12 PHONE - TELEPHONES 01-451-201		01-30-630-201	468.37
DUPAGE VETERANS FOUNDATION (2459)	03/27 CK# 79440		$500.00
5/5/12 PUBLIC RELATIONS 01-435-365		01-10-475-365	500.00
ECO CLEAN MAINTENANCE INC (2385)	03/27 CK# 79442		$1,499.00
2356/FEB 12 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	1,499.00
W.W. GRAINGER (1999)	03/27 CK# 79443		$239.73
9770378991 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	47.70
9772025251 OPERATING SUPPLIES & EQUIPMENT 01-503-401		01-35-715-401	4.45
9772025269 OPERATING SUPPLIES & EQUIPMENT 01-503-401		01-35-715-401	18.88
9773923967 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	40.37
9773923975 OPERATING SUPPLIES & EQUIPMENT 01-503-401		01-35-715-401	54.98
9773923983 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	38.73
9780847100 OPERATING SUPPLIES & EQUIPMENT 01-503-401		01-35-715-401	34.62
HARRY'S SWEAT SHOP (760)	03/27 CK# 79445		$34.00
3/9/12 UNIFORMS 01-615-345		01-20-570-345	34.00
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	03/27 CK# 79446		$8,010.00
FEB 2012 FEES - VILLAGE ATTORNEY 01-425-239		01-10-470-239	8,010.00
HOME DEPOT COMMERCIAL (808)	03/27 CK# 79447		$59.88
5027427 STREET & ROW MAINTENANCE 01-535-328		01-35-750-328	59.88

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
HOVING PIT STOP (816)	03/27 CK# 79448		$625.00
5672 STREET & ROW MAINTENANCE 01-535-328		01-35-750-328	625.00
I.M.R.F. PENSION FUND (917)	03/27 CK# 79449		$3,806.67
MARCH 2012 SLEP PENSION 01-420-155		01-10-455-155	3,806.67
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	03/27 CK# 79450		$869.45
220453814 COPY SERVICE 01-451-315		01-30-630-315	39.21
220465433 COPY SERVICE 01-420-315		01-10-455-315	830.24
LASERCRAFT INC (2300)	03/27 CK# 79451		$22,475.00
8364/FEB 12 RED LIGHT - MISC FEE		01-30-630-249	22,475.00
LEADS ON-LINE (2434)	03/27 CK# 79452		$1,612.00
220961 FEES-DUES-SUBSCRIPTIONS 01-451-307		01-30-630-307	1,612.00
LOGSDON OFFICE SUPPLY (2452)	03/27 CK# 79453		$195.57
3986696I OFFICE SUPPLIES 01-420-301		01-10-455-301	48.49
3986696I OFFICE SUPPLIES 01-25-610-301		01-25-610-301	108.95
399907I OFFICE SUPPLIES 01-420-301		01-10-455-301	29.64
399907I OFFICE SUPPLIES 01-551-301		01-40-810-301	8.49
TIMOTHY J. MAHONEY (2460)	03/27 CK# 79454		$570.00
3/6/12 FEES - SPECIAL ATTORNEY 01-425-241		01-10-470-241	570.00
MIDCO (1268)	03/27 CK# 79455		$237.50
256223 PHONE - TELEPHONES 01-420-201		01-10-455-201	237.50
MUNICIPAL CLERKS OF DUPAGE CNTY (1318)	03/27 CK# 79456		$27.00
4/4/12 STUCHL FEES DUES SUBSCRIPTIONS 01-05-410-307		01-05-410-307	27.00
NATIONAL IMPRINT CORP (1343)	03/27 CK# 79457		$742.28
122765 DRUG FORFEITURE EXP. - STATE 01-465-348		01-30-650-348	742.28
NEOPOST LEASING (1358)	03/27 CK# 79458		$395.91
N3140155 POSTAGE & METER RENT 01-420-311		01-10-455-311	395.91
OGGERINO PAUL (1432)	03/27 CK# 79459		$227.20
KEY BOX OFFICE SUPPLIES 01-451-301		01-30-630-301	227.20
ORIENTAL TRADING (2418)	03/27 CK# 79460		$49.90
649928068-01 CHILDRENS SPECIAL EVENTS 01-625-150		01-20-585-150	49.90
ORKIN EXTERMINATING (1439)	03/27 CK# 79461		$70.53
D26043060MAR12 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	70.53
P.F. PETTIBONE & CO. (1491)	03/27 CK# 79462		$26.50
24922 OPERATING EQUIPMENT 01-451-401		01-30-630-401	26.50
PATRICIA SAYERS (2084)	03/27 CK# 79463		$40.00
YOGA 215B WINTER RECREATION FEES 01-310-816		01-310-816	40.00
PCS INTERNATIONAL (2201)	03/27 CK# 79464		$74.62
127742 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	74.62
PETTY CASH C/O TIM HALIK (1492)	03/27 CK# 79465		$170.73
3/20/12 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304		01-05-410-304	35.92
3/20/12 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	92.66
3/20/12 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	40.00
3/20/12 OPERATING EQUIPMENT 01-451-401		01-30-630-401	2.15
THE PILATES BODY INC (2297)	03/27 CK# 79466		$420.00
19543 WINTER PROGRAM MATERIALS & SERVICES		01-20-585-121	420.00
PRIME-STRIPE, INC. (1555)	03/27 CK# 79467		$46.95
42886 PARK LANDSCAPE SUPPLIES 01-610-341		01-20-565-341	46.95

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
PRO-TEK LOCK AND SAFE (1547)	03/27 CK# 79468		$307.00
78851 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	307.00
PUBLIC SAFETY DIRECT INC (2309)	03/27 CK# 79469		$282.50
22718 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	140.00
22735 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	142.50
RAY O'HERRON (1593)	03/27 CK# 79470		$19,450.00
49918 AMMUNITION 01-451-346		01-30-630-346	1,950.00
49919 AMMUNITION 01-451-346		01-30-630-346	1,950.00
49920 AMMUNITION 01-451-346		01-30-630-346	2,000.00
49921 AMMUNITION 01-451-346		01-30-630-346	2,000.00
49922 AMMUNITION 01-451-346		01-30-630-346	2,000.00
49923 AMMUNITION 01-451-346		01-30-630-346	2,000.00
49924 AMMUNITION 01-451-346		01-30-630-346	2,000.00
49992 AMMUNITION 01-451-346		01-30-630-346	1,650.00
49993 AMMUNITION 01-451-346		01-30-630-346	1,950.00
49994 AMMUNITION 01-451-346		01-30-630-346	1,950.00
RUTLEDGE PRINTING CO. (1648)	03/27 CK# 79472		$63.60
112420 PRINTING & PUBLISH 01-420-302		01-10-455-302	63.60
SCHWAAB, INC. (1672)	03/27 CK# 79473		$98.27
C08065 OFFICE SUPPLIES 01-551-301		01-40-810-301	98.27
SEASON COMFORT, CORP. (1687)	03/27 CK# 79474		$578.00
152764 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	578.00
SECRETARY OF STATE (1692)	03/27 CK# 79475		$18.00
TRAILER 73280 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	18.00
SIKICH LLP (1722)	03/27 CK# 79477		$7,826.50
138090/FEB 12 FINANCIAL SERVICES 01-25-620-252		01-25-620-252	7,826.50
JOHN SKIBA (1728)	03/27 CK# 79478		$43.25
2012 UNIFORMS UNIFORMS 01-451-345		01-30-630-345	43.25
SOUTHWEST CENTRAL DISPATCH (1751)	03/27 CK# 79479		$20,992.12
APRIL 2012 RADIO DISPATCHING 01-483-235		01-30-675-235	20,992.12
SUBURBAN LIFE PUBLICATIONS (1805)	03/27 CK# 79480		$107.26
563571 PRINTING & PUBLISH 01-420-302		01-10-455-302	107.26
THOMPSON ELEV. INSPECT. SERVICE (1873)	03/27 CK# 79482		$43.00
12-0913 ELEVATOR INSPECTION 01-565-117		01-40-830-117	43.00
TOM & JERRY'S SHELL SERVICES (1883)	03/27 CK# 79483		$3,524.91
45601 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	194.41
45660 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
45694 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	1,637.37
45703 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	447.63
45718 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	20.40
45734 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	443.76
45735 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
45749 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
45767 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	56.24
45770 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	54.39
45775 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	224.78
45811 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	318.68
45823 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
45842 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
UNIFIRST (1926)	03/27 CK# 79484		$216.71
0610672316 MAINTENANCE - BUILDING		01-10-466-228	166.95
0610672437 MAINTENANCE - PW BUILDING		01-35-725-418	49.76
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971)	03/27 CK# 79485		$2,841.89
426003/FEB 12 FEES - LABOR COUNSEL 01-425-242		01-10-470-242	2,841.89
VILLAGE PROFILE (1977)	03/27 CK# 79486		$395.00
12 STREET MAP PUBLIC RELATIONS 01-435-365		01-10-475-365	395.00
WAREHOUSE DIRECT (2002)	03/27 CK# 79487		$2,513.39
1473982-0 FURNITURE & OFFICE EQUIPMENT 01-485-611		01-30-680-611	2,106.00
1478813-0 FURNITURE & OFFICE EQUIPMENT 01-485-611		01-30-680-611	50.85
1478815-0 FURNITURE & OFFICE EQUIPMENT 01-485-611		01-30-680-611	240.70
1481908-0 FURNITURE & OFFICE EQUIPMENT 01-485-611		01-30-680-611	115.84
WEST CENTRAL MUNICIPAL CONF. (2027)	03/27 CK# 79488		$916.86
7314 WELLNESS 01-440-276		01-10-480-276	916.86
WESTOWN AUTO SUPPLY COMPANY (2026)	03/27 CK# 79489		$59.91
42718 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	26.58
42936 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	33.33
WLBK BURR RIDGE CHAMBER OF COM (2053)	03/27 CK# 79490		$60.00
EXPO LUNCHEON SCHOOLS-CONFERENCE TRAVEL 01-420-304		01-10-455-304	60.00
TOTAL GENERAL CORPORATE FUND			$124,272.52

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
ACLARA (26)	03/27 CK# 79425		$2,010.13
11330819 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	2,010.13
AT & T MOBILITY (64)	03/27 CK# 79430		$72.08
826930710 MAR12 PHONE - TELEPHONES 02-401-201		02-50-401-201	72.08
AT & T (67)	03/27 CK# 79431		$619.54
323-0337 MAR12 PHONE - TELEPHONES 02-401-201		02-50-401-201	239.43
323-0975 MAR12 PHONE - TELEPHONES 02-401-201		02-50-401-201	278.86
734-9661MAR12 PHONE - TELEPHONES 02-401-201		02-50-401-201	101.25
COMMONWEALTH EDISON (370)	03/27 CK# 79436		$2,405.72
4651111049MAR12 ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	930.89
5071072051MAR12 ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	1,474.83
DUPAGE MATERIALS COMPANY (526)	03/27 CK# 79438		$182.40
67103MB WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	182.40
DUPAGE WATER COMMISSION (521)	03/27 CK# 79441		$81,467.82
9516/ FEB 12 PURCHASE OF WATER 02-420-575		02-50-420-575	81,467.82
H-B-K WATER METER SERVICE (739)	03/27 CK# 79444		$1,073.09
12-85 METERS FLOW TESTING 02-435-278		02-50-435-278	536.55
12-85 MAINTENANCE - METER EQUIPMENT 02-435-463		02-50-435-463	536.54
HOME DEPOT COMMERCIAL (808)	03/27 CK# 79447		$125.09
5027429 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	111.79
6027345 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	13.30
LOGSDON OFFICE SUPPLY (2452)	03/27 CK# 79453		$23.97
399907I OFFICE SUPPLIES 02-401-301		02-50-401-301	23.97
SIEBERT E D TRUCKING (1715)	03/27 CK# 79476		$828.82
E1032 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	828.82
SUNSET SEWER & WATER (2276)	03/27 CK# 79481		$21,213.32
2012-042 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	6,070.70
2012-044 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	10,901.99
2012-048 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	4,240.63
TOTAL WATER FUND			$110,021.98

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
WLBK BURR RIDGE CHAMBER OF COM (2053)	03/27 CK# 79490		$2,500.00
2012 EXPO FEE SPECIAL PROMOTIONAL EVENTS 03-436-379		03-53-436-379	2,500.00
TOTAL HOTEL/MOTEL TAX FUND			$2,500.00

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
RMS UTILITY SERVICES (2354)	03/27 CK# 79471		$5,194.00
199 VALVE INSERTION PROGRAM		09-65-440-603	5,194.00
	TOTAL WATER CAPITAL IMPROVEMENTS FUND		$5,194.00

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR MARCH, 2012
SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	124,272.52	*
02-110-105	WATER FUND-CHECKING 0010330283	110,021.98	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	2,500.00	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	5,194.00	*
	TOTAL ALL FUNDS	241,988.50	**

VILLAGE OF WILLOWBROOK

BOARD MEETING
AGENDA ITEM - HISTORY/COMMENTARY

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

AGENDA NO. 5f

AGENDA DATE: 03/26/12

STAFF REVIEW: Tim Halik, Village Administrator — **SIGNATURE:** Tim Halik

LEGAL REVIEW: William Hennessy — **SIGNATURE:** William Hennessy

RECOMMENDED BY: Tim Halik, Village Administrator — **SIGNATURE:** Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES ☒ on 3/12/12 NO ☐ N/A ☐

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

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

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2007-2008	Spring-Green Lawn & Tree	$21,494.00	-
FY 2008 -2009	Spring-Green Lawn & Tree	$22,568.70	+5%
FY 2009-2010	Spring-Green Lawn & Tree	$22,568.70	0%
FY 2010-2011	Spring-Green Lawn & Tree	$22,568.70	0%
FY 2011-2012	Spring-Green Lawn & Tree	$22,568.70	0%

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

Spring-Green has again offered to maintain the same contract price for a fourth straight year in order to keep the Village contract for this work. The Municipal Services Committee has discussed this item at their regular meeting on March 12, 2012 and recommends that the Village Board approve a contract extension with Spring Green with no increase in price.

Therefore, staff recommends that the competitive bidding process be waived and that a one-year contract extension be awarded to Spring Green Lawn and Tree Care at the same price as the 2011 season.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 12-R-_____

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor 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 Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Spring Green Lawn and Tree Care, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Spring Green Lawn and Tree Care providing landscape fertilization services to the Village of Willowbrook.

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

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

ADOPTED and APPROVED this 26th day of March, 2012.

APPROVED:

_____

Mayor

ATTEST:

_____

Village Clerk

ROLL CALL VOTE: AYES:_____

NAYS:_____

ABSTENTIONS:_____

ABSENT:_____

AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, 2012, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

WITNESSETH:

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

WHEREAS, by Resolution 11-R-08A, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Spring Green Lawn and Tree Care for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2011, to April 30, 2012, 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, 2012, to April 30, 2013, with the total amount not to exceed $22,568.70; and,

WHEREAS, Spring Green Lawn and Tree Care has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed $22,568.70, as agreed to by a letter to the Village dated February 16, 2012, which is attached hereto and incorporated herein as Exhibit "B".

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

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

Section 2. The Village and Spring Green Lawn and Tree Care hereby extend the term of the Contract for the period from May 1, 2012, to April 30, 2013, with the total cost amount not to exceed $22,568.70.

Section 3. Notwithstanding anything to the contrary, Spring Green Lawn and Tree Care hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2012, to April 30, 2013, as otherwise described and set forth in the Contract.

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

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

VILLAGE OF WILLOWBROOK, an Illinois
Municipal Corporation,

By:_____
Mayor

ATTEST:

_____
Village Clerk

Spring Green Lawn and Tree Care

By:_____

Its:_____

ATTEST:

_____

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

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

CONTRACT PERIOD: MAY 1, 2011 - APRIL 30, 2012

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

APPROXIMATELY SIXTY-FOUR (64) PAGES

RESOLUTION NO. 11-R-084

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

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

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

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

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

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

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

APPROVED:

Robert A. Napoli
Village President

ATTEST:

Leroy R. Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Kelly, Mistele, Trilla

NAYS: 0

ABSTENTIONS: 0

ABSENT: Davi, Schoenbeck

EXHIBIT "A"

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WILLOWBROOK, an Illinois
Municipal Corporation,

By: Robert A. Napoli
Village President

ATTEST:

Lauren A. Hansen
Village Clerk

Spring Green Lawn and Tree Care

By: Armand D'Agostino

Its: Commercial Sales Mgr

ATTEST:

Kurt J Sutter

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

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

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

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

APPROXIMATELY FIFTY-SEVEN (57) PAGES

RESOLUTION NO. 10-R-15

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

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

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

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

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

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

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

APPROVED:

Robert A. Napoli
Village President

ATTEST:

Lucy A. Hansen
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 Best Quality Cleaning, Inc.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WILLOWBROOK, an Illinois
Municipal Corporation,

By: Robert A. Napoli
Village President

ATTEST:

Leroy Hansen
Village Clerk

Spring Green Lawn and Tree Care

By: Armand D'Agostino

Its: Commercial Sales Mgr

ATTEST:

Kim J. Sutton

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

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

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

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

APPROXIMATELY FIFTY (50) PAGES

RESOLUTION NO. 09-R-10

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

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

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

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

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

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

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

APPROVED:

Robert A. Napoli
Acting Village President

ATTEST:

Lloyd E. Hanson
Village Clerk

ROLL CALL VOTE: AYES: Baker, Kelly, Mistele, Schoenbeck, O'Connor, McNalio

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

EXHIBIT "A"

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: Robert A. Napoli
Acting Village President

ATTEST:

Leroy R. Hansen
Village Clerk

Spring Green Lawn and Tree Care

By: Armand D'Agostino

Its: Commercial Sales Mgr

ATTEST:

EXHIBIT "A"

RESOLUTION NO. 08-R-14

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

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

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

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

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

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

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

APPROVED:

Robert A. Napoli
Village President Pro Tem

ATTEST:

Leroy R Hansen
Village Clerk

ROLL CALL VOTE: AYES: Baker, Mistele, Brown, Napoli, Schoenbeck, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: Robert A. Napoli
Village President pro tem

ATTEST:

Lynn A. Hansen
Village Clerk

Spring Green Lawn and Tree Care

By: Armand D'Agostino
Its: Commercial Sales Mgr.

ATTEST:

Megan E. Malewicki

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING: -

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

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

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

APPROXIMATELY THIRTY-SEVEN (37) PAGES

RESOLUTION NO. 07-R-10

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

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

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

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: Mistele, Brown, Napoli, Schaudbeck, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: Baker

AFFIDAVIT

Customer	5326
Reference	1470 Fertilizer
Amount	$81.80

VILLAGE OF WILLOWBROOK
7760 QUINCY ST
WILLOWBROOK, IL 60521

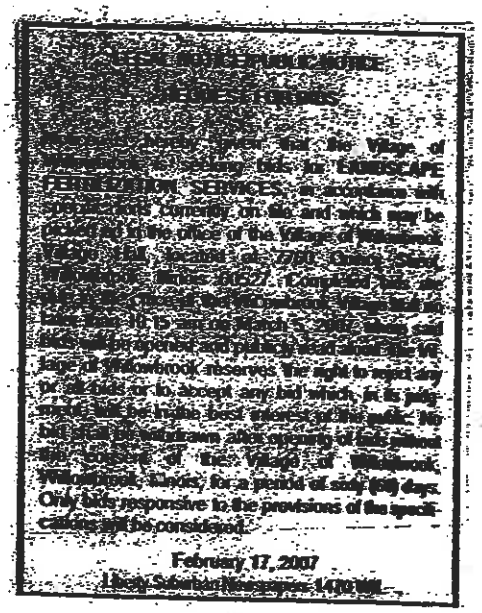
Linda M. Siebolds, agent of Liberty Suburban Chicago Newspapers, HEREBY CERTIFIES that he/she is Legal Advertising Manager of Liberty Suburban Chicago Newspapers, that said Liberty Suburban Chicago Newspapers is a secular newspaper and has been published weekly in the Village of Willowbrook, in the county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

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

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

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

Linda M. Siebolds
Legal Advertising Manager
Liberty Suburban Chicago Newspapers



February 17, 2007

Village of Willowbrook
7760 Quincy Street Willowbrook, Illinois 60521-5594
708-323-8215
Fax 708-323-0787

GARY PRETZER
PRESIDENT
BERNARD A. OGLIETTI
VILLAGE ADMINISTRATOR
PATRICK T. SPATAFORE
VILLAGE CLERK

PROJECT: LANDSCAPE FERTILIZATION SERVICES

DATE AND TIME OF BID OPENING: 3/5/07 @ 10:15 AM

DATE	PROPOSAL OF	TYPE OF SECURITY	BIDDERS PROPOSAL
2/28	SPRING GREEN	5% SURETY	12,590.00 PARKS
			8,904.00 ROW'S
			21,494.00 TOTAL

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Superior Lawns dba Spring-Green Lawn Care Corp.
11927 Spaulding School Drive
Plainfield, IL 60544
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto The Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

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

Dollars (5%).
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

Sandra L Maki
(Witness)

Superior Lawns dba Spring-Green Lawn Care Corp.
(Principal)
President
(Title)

Nancy G Smith
(Witness)

Travelers Casualty and Surety Company of America
(Surety)
Dolores Butcher
Dolores Butcher, Attorney-in-Fact
(Title)

ST PAUL TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215996 Certificate No. 000378531

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

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

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

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

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

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

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

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

Marie C. Tetreault
Marie C. Tetreault, Notary Public

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SPECIFICATIONS AND CONTRACT DOCUMENTS
For

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

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527

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

CONTRACT PERIOD:	MAY 1, 2007 – APRIL 30, 2008	
ACCOUNT NUMBER:	_____	
BID DEPOSIT: *Certified Check, Bank Cashier's Check or Bid Bond)*	5% of Bid Amount	*(See Page 4)*
PERFORMANCE BOND(S) REQUIRED:	YES	(See Page 4)
DRAWINGS:	NONE	
BID OPENING - DATE/TIME/LOCATION:	10:15 AM CST March 5, 2007 WILLOWBROOK VILLAGE HALL 7760 Quincy Street Willowbrook, Illinois 60527	

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

Philip J. Modaff
Village Administrator

Sue Stanish
Director of Finance

BID NOTICE

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

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

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

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

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

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

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

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

EXHIBIT "A"

I. GENERAL CONDITIONS

A. DEFINITIONS

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

A. BIDDER shall mean:

SPRING-GREEN LAWN CARE

11927 SPAULDING SCHOOL DR

PLAINFIELD, IL 60544

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

C. **WITHDRAWAL OF PROPOSAL**

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

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

D. **SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

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

E. **BID DEPOSIT**

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

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

F. **SECURITY FOR PERFORMANCE**

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

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

G. **EQUIVALENT PRODUCTS**

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

H. **BASIS OF AWARD**

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

I. **ACCEPTANCE OF BID**

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

J. **CATALOGS**

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

K. **DELIVERY**

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

L. **GUARANTEES AND WARRANTEES**

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

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

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

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

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

N. **COMPETENCY OF BIDDER**

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

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

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

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

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

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

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

P. **SPECIAL HANDLING**

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

Q. **MATERIAL INSPECTION AND RESPONSIBILITY**

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

R. **TOXIC SUBSTANCES**

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

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

S. **PRICE REDUCTIONS**

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

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

T. TERMINATION OF CONTRACT

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

A. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

B. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.

C. If it is determined that successful Bidder knowingly falsified information provided to the Village.

D. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.

E. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.

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

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

U. EQUAL EMPLOYMENT OPPORTUNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.

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

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

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

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

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS

1. The successful Bidder shall not commence work under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.

2. The successful Bidder shall maintain limits no less than:

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

Business Automobile Liability Any Auto, Owned, Non-Owned Rented/Borrowed	**COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE** **$1,000,000**
Worker's Compensation and Occupational Diseases	**STATUTORY LIMIT**
Employer's Liability Insurance per Occurrence	**$500,000**

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

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

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

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

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

1. **POLICY INFORMATION.**

A. Insurance Company TRANSCONTINENTAL INS. Co

B. Policy Number TPE 2079996330

C. Policy Term: (From) 12-1-06 (To) 12-1-07

D. Endorsement Effective Date _____

E. Named Insured SPRING-GREEN LAWN CARE

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

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

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

2. **VERIFICATION OF COVERAGE**

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

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

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

3. **POLICY AMENDMENTS.**

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

A. INSURED.

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

B. CONTRIBUTION NOT REQUIRED.

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

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

C. SEVERABILITY OF INTEREST.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

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

E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. (COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

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

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)
The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

H. ACCEPTABILITY OF INSURERS.(ALL COVERAGES)
Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

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

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

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

Signature of: _____

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

Title: _____

Organization: _____

Address: _____

Phone: _____ Fax: _____

X. **INDEMNITY HOLD HARMLESS PROVISION**

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

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: _____

Name of Insured: _____

Policy Number: _____

Policy Period: _____

Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

_____

_____

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

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

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

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

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

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

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

By: Armand D'Agostino
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 23rd day of

February, 20 07.

MY COMMISSION EXPIRES:

9-2-10

Suzanne M Yunker
NOTARY PUBLIC

OFFICIAL SEAL
SUZANNE M YUNKER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/02/10

CONTRACT – *Page One of Two*

1. This agreement, made and entered into this _____ day of _____ 20____, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and _____

2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, _____ agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.

3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.

4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal) **VILLAGE OF WILLOWBROOK**

Attest:

By: Leroy R. Hansen
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal) **CORPORATE NAME**

Attest: _____

By: _____
Secretary

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

_____

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

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

B. LOCATION OF UTILITIES

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

C. TRAFFIC CONTROL AND PROTECTION

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

D. EXAMINATION OF SITE

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

E. ADDITIONAL WORK

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

F. PREVAILING WAGES

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

G. **PROTECTION OF EXISTING FACILITIES**

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

H. **BIDDER'S RESPONSIBILITY**

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

I. **SITE CONDITION AND CLEAN-UP**

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

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

J. **TRESPASS ON LAND**

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

K. **COPIES OF DRAWINGS AND SPECIFICATIONS**

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

L. **PROTECTION OF PUBLIC**

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

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

M. GUARANTEE

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

N. PAYMENT

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

O. ACCEPTANCE

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

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III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. EXAMINATION OF SITE

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

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

B. MEETING BEFORE WORK BEGINS

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

C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

D. PREVAILING WAGES

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

E. SUBLETTING CONTRACT

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

F. **DEFAULT**

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

G. **SAFETY**

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

H. **WORKMANSHIP**

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

I. **PENALTY FOR NON-COMPLETION**

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

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

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

J. **SUPERVISION AND TRAINING**

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

K. **WORKING HOURS**

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

L. **TRESPASS ON LAND**

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

M. **COSTS**

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

N. **TRAFFIC CONTROL**

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

O. **PROTECTION OF EXISTING FACILITIES**

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

P. **ACCESSIBILITY OF CONTRACTOR**

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

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

Q. **REFERENCES**

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

R. **BILLING & PAYMENT**

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

S. **RENEWAL AND EXTENSION**

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

T. **EQUIPMENT CONDITION**

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

U. **ADDITIONS OR DELETIONS**

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

V. **REPORT OF WORK PERFORMED AND SCHEDULED**

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

W. **SCOPE OF THE WORK**

1. **Village Parks**

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

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

* includes both parkways on Roger's Farm Rd.

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

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

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

A. Median areas and road side rights of ways on Route 83 from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive), will be mowed to a 2 ½"to 3" height. 24.67 acres.

B. 73rd Ct. Pump house site 3.37 acres

C. Village Hall .30 acres

Total acreage for this section = 28.34

Fertilization & Weed Control

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

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

The following application schedule and product list shall be followed:

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

APPLICATION #1 -MARCH-APRIL

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

APPLICATION #2 – MAY

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

APPLICATION #3 – JUNE

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

APPLICATION #4 – JULY - AUGUST

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

APPLICATION #5 – SEPTEMBER - AUGUST

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

APPLICATION #6 – NOVEMBER - DECEMBER

Dormant Fertilization application Urea 45-0-0

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

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

FERTILIZATION FOR VILLAGE PARKS (Section III-W-1)	**COST**
APPLICATION #1 –MARCH-APRIL Fertilization application with Crabgrass Pre-emergent 19-3-7, Plus 0.86 Pre-M	$ 2310.
APPLICATION #2 – MAY Fertilization application with Crabgrass Booster Pre-emergent, Broadleaf Weed Control Formolene 30-0-0, Urea 45-0-0, Potassium Chloride 0-0-62, Broadleaf Weed Control Trimec 899, Pre-M 6WP	$ 2373.
APPLICATION #3 – JUNE Fertilization application with Broadleaf Weed Control Grub Control, Formolene 30-0-0, Urea 45-0-0, Potassium Chloride 0-0-62, Broadleaf Weed Control Trimec 899, Merit 75 WSP	$ 2730.
APPLICATION #4 – JULY – AUGUST Fertilization application with Broadleaf Weed Control Formolene 30-0-0, Potassium Chloride 0-0-62, Broadleaf Weed Control Trimec 899	$ 1890.
APPLICATION #5 – SEPTEMBER – AUGUST Fertilization application with Broadleaf Weed Control Grub Control as needed. 14-3-6 with 1% iron Trimec 899, Dylox 80 Insecticide	$ 2730.
APPLICATION #6 – NOVEMBER – DECEMBER Dormant Fertilization application Urea 45-0-0	$ 557.
TOTAL COST FOR VILLAGE PARKS	$ 12,590.00

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

COST

APPLICATION #1 -MARCH-APRIL $ 1764.
Fertilization application with Crabgrass
Pre-emergent 19-3-7, Plus 0.86 Pre-M

APPLICATION #2 – MAY $ 1680.
Fertilization application with Crabgrass Booster
Pre-emergent, Broadleaf Weed Control
Formolene 30-0-0, Urea 45-0-0, Potassium
Chloride 0-0-62, Broadleaf Weed Control
Trimec 899, Pre-M 6WP

APPLICATION #3 – JUNE $ 2205.
Fertilization application with Broadleaf Weed Control
Grub Control, Formolene 30-0-0,
Urea 45-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899,Merit 75 WSP

APPLICATION #4 – JULY - AUGUST $ 1155.
Fertilization application with Broadleaf Weed Control
Formolene 30-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899

APPLICATION #5 – SEPTEMBER - AUGUST $ 1680.
Fertilization application with Broadleaf Weed Control
Grub Control as needed. 14-3-6 with 1% iron
Trimec 899, Dylox 80 Insecticide

APPLICATION #6 – NOVEMBER - DECEMBER $ 420.
Dormant Fertilization application Urea 45-0-0

TOTAL COST FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES $ 8904.00

GRAND TOTAL - VILLAGE PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES $ 21,494.00

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 OF 2

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

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

Company : SPRING-GREEN LAWN CARE

Address: 11927 SPAULDING SCHOOL DR
PLAINFIELD, IL 60544

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

Signature: Armand DiAgostino

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

Date: 2-23-07

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

MY COMMISSION EXPIRES: 9-2-10

OFFICIAL SEAL
SUZANNE M YUNKER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/02/10

Suzanne M. Yunker
NOTARY PUBLIC

Spring-Green Commercial Division

References

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

CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate
LAWN SERVICE PROFESSIONAL	COMMISSION

EQUIPMENT RATES

Make/Model	Hourly Rate
DNA	

SPRING-GREEN.
America's Neighborhood Lawn Care Team.

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

EXHIBIT "B"

February 28, 2008

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

Dear Tim:

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

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

Sincerely

Armand D'Agostino

Armand D'Agostino
Commercial Sales Manager

RECEIVED
MAR - 3 2008
VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.

EXHIBIT "B"

Timothy Halik

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

Dear Tim,

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

Sincerely,

Armand D'Agostino

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

SPRING-GREEN
Your Neighborhood Lawn Care Professional.

RECEIVED
MAR 10 2009
VILLAGE OF WILLOWBROOK
BUILDING & ZONING DIVISION

EXHIBIT "B"

Timothy Halik

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

Dear Tim,

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

Sincerely,

Armand D'Agostino

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

SPRING-GREEN.
Your Neighborhood Lawn Care Professional.

EXHIBIT "B"

Tim Halik

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

Good morning Tim,

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

Thanks – Armand

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

Armand –

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

Thank you.

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

630.920.2237 office
630.920.2427 fax
thalik@willowbrook.il.us

THE VILLAGE OF
WILLOWBROOK

EXHIBIT "B"

Tim Halik

From: Armand@spring-green.com
Sent: Thursday, February 16, 2012 10:34 AM
To: Tim Halik
Subject: RE: Willowbrook Landscape Fertilization Contract - FY 2012/13

Hi Tim,

I hope you're enjoying the "spring-like" weather this winter. I'm glad to hear you're happy with our service. We will hold our pricing again for 2012 and look forward to working with you again this year. Please let me know what you need from me.

Thanks – Armand

From: Tim Halik [mailto:THalik@willowbrook.il.us]
Sent: Thursday, February 16, 2012 10:19 AM
To: Armand D'Agostino
Subject: Willowbrook Landscape Fertilization Contract - FY 2012/13

Armand – Hope all is well with you...

We're currently working on our Fiscal Year 2012/13 maintenance contracts, which will begin on May 1, 2012, to determine whether we will need to go out to public bid. My records indicate that last year you agreed to hold your prices from the previous year. Our budget is still tight, but we're very happy with your service and, if possible, would like to consider another contract extension with Spring-Green. Please let me know what price you would be willing to offer for this coming year.

Thank you.

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

630.920.2261 office
630.920.2427 fax
thalik@willowbrook.il.us

Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Mr. Mark Fedyk
7730 Eleanor Pl
Willowbrook Il 60527

Re: Account No. 111185.005
Delinquent Water Bill

Dear Mr. Fedyk:

Please be advised that your water bill is now delinquent in the amount of $103.89. 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 March 26, 2012, 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

ROUTE 66 *"A Place of American History"*

Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Marion Healy
332 Sheridan Dr #1C
Willowbrook Il 60527

Re: Account No. 110860.000
Delinquent Water Bill

Dear Marion Healy:

Please be advised that your water bill is now delinquent in the amount of $132.15. 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 March 26, 2012, 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

ROUTE 66 *"A Place of American History"*

Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Ms. Michelle Hruska
7619 Apple Tree Ln
Willowbrook Il 60527

Re: Account No. 110190.001
Delinquent Water Bill

Dear Ms. Hruska:

Please be advised that your water bill is now delinquent in the amount of $128.56. 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 March 26, 2012, 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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Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Mr. Michael Klicpera
101 W 75th St
Willowbrook Il 60527

Re: Account No. 111470.005
Delinquent Water Bill

Dear Mr. Klicpera:

Please be advised that your water bill is now delinquent in the amount of $78.88. 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 March 26, 2012, 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

ROUTE 66 *"A Place of American History"*

Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Mr. & Mrs. Gregory Mares
230 Midway Dr
Willowbrook Il 60527

Re: Account No. 111690.001
Delinquent Water Bill

Dear Mr. & Mrs. Mares:

Please be advised that your water bill is now delinquent in the amount of $237.84. 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 March 26, 2012, 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

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Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Mr. Jerry Patano
334 Sheridan Dr # 1A
Willowbrook Il 60527

Re: Account No. 110870.003
Delinquent Water Bill

Dear Mr. Patano:

Please be advised that your water bill is now delinquent in the amount of $124.98. 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 March 26, 2012, 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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Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Ms. Niyole Pilipavichius
267 Snug Harbor Dr
Willowbrook Il 60527

Re: Account No. 112520.000
Delinquent Water Bill

Dear Ms. Pilipavichius:

Please be advised that your water bill is now delinquent in the amount of $139.79. This amount now includes a $25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This $25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 26, 2012, 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

ROUTE 66 *"A Place of American History"*

Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Mr. John Raceala
6322 Breton Lakes Dr
Willowbrook Il 60527

Re: Account No. 152930.000
Delinquent Water Bill

Dear Mr. Raceala:

Please be advised that your water bill is now delinquent in the amount of $138.47. 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 March 26, 2012, 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

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Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Mr. Richard Venecek
338 Sheridan Dr #2F
Willowbrook Il 60527

Re: Account No. 110895.000
Delinquent Water Bill

Dear Mr. Venecek:

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 March 26, 2012, 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

ROUTE 66 *"A Place of American History"*

Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

February 28, 2012

Willow Commons Shopping Center
C/O Newland Realty, LLC
1304 W. Northwest Highway
Palatine Il 60067

Re: Account No. 410420.007
Delinquent Water Bill

Dear Sir or Madam:

Please be advised that your water bill is now delinquent in the amount of $167.50. 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 March 26, 2012, 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

ROUTE 66 *"A Place of American History"*

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS	**AGENDA NO.** 7 **AGENDA DATE:** 03/26/ 2012

STAFF REVIEW: Jo Ellen Charlton, Consultant **SIGNATURE:** Jo Ellen Charlton

LEGAL REVIEW: William Hennessy **SIGNATURE:** W Hennessy

RECOMMENDED BY VILLAGE ADMIN.: **SIGNATURE:** _____

REVIEWED & APPROVED BY COMMITTEE: **Not Applicable**

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

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its Zoning Map by March 31st of each year if there have been any map amendments (i.e. rezonings, annexations, and/or special use permits) during the preceding calendar year. The attached map has been prepared to reflect all changes through December 31, 2011.

This new Zoning Map appears different for a number of reasons. First, the map includes additional unincorporated areas lying south of I-55 that have not been included in the past. All unincorporated areas within 1.5 miles of a municipal boundary are considered part of the Village's "planning jurisdiction." The Village exercises its planning jurisdiction for properties that are identified in the Comprehensive Plan or otherwise not excluded due to boundary agreements with adjoining communities. The map was extended south to 91st Street and a planning jurisdiction boundary line added to clearly indicate the Village's intent to exercise its authority in that area. While it changes the look of the map from prior years, staff believes it is important to include this area based on experience and advice gained while exercising the Village's planning jurisdiction on the County's MECCA case on 91st Street last year.

The map is also produced in color this year and is tied to the GIS mapping system, which is maintained by the Village's consulting engineer. Unlike prior maps, this map is true to scale, which will facilitate future updates and allow staff to perform analysis of its zoning and land use.

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

ACTION PROPOSED:

Approval of the ordinance and direction to the Village Clerk to publish the map.

ORDINANCE NO. 12-O-___

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

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

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

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

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

PASSED and APPROVED this 26th day of March, 2012.

APPROVED:

_____
Village Mayor

ATTEST:

_____
Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

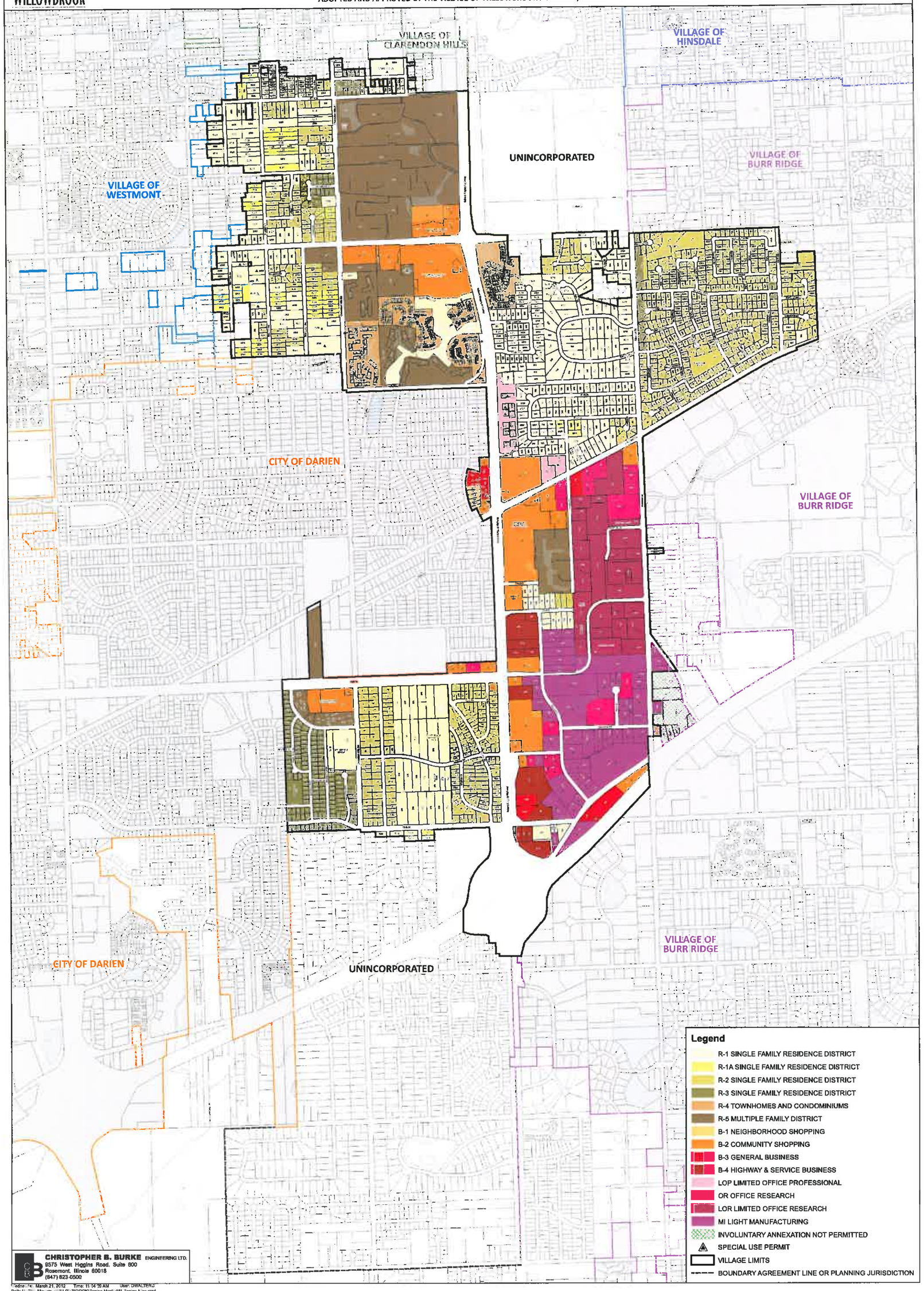
ABSENT: _____

Exhibit "A"

VILLAGE OF WILLOWBROOK
ZONING MAP

ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 26, 2012

FULL SIZE (24" X 36") SCALE: 1 INCH EQUALS 700 FEET
HALF SIZE (11" X 17") SCALE: 1 INCH EQUALS 1,400 FEET



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

Date: March 21, 2012 Time: 11:34:35 AM User: DWALTERS
Path: U:\Ti_Maps\ILLO - WILLOWBROOK\Zoning Map\011 Zoning Map.mxd

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:	
AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2011 TO PAY THE PRINCIPAL AND INTEREST ON THE $3,540,000 SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, SERIES 2007 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS	**AGENDA NO.** 8 **AGENDA DATE:** 3/26/2012

STAFF REVIEW: Carrie Dittman **SIGNATURE:** Carrie Dittman /lg

LEGAL REVIEW: William Hennessy **SIGNATURE:** Wm Hennessy

RECOMMENDED BY: Tim Halik **SIGNATURE:** T Halik

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒

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

On December 10, 2007 the Village provided for the issuance of $3,540,000 Special Service Area Number One ad Valorem Tax Bonds to complete public improvements in the Town Center. In order for DuPage County to assess the proper property tax bill for parties in SSA and the TIF a total of $_____ in taxes levied will be abated to pay debt service on the SSA bonds. The same amount abated will be paid by the property tax owners into the TIF Fund. These same funds will then be transferred from the TIF Fund into the SSA Fund to pay debt service.

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

The Village Board will pass an ordinance such as this one each year until the Plainfield TIF expires in 2013.

ACTION PROPOSED:

PASS ORDINANCE ABATING THE TAXES LEVIED FOR THE YEAR 2011 TO PAY A PORTION OF THE PRINCIPAL AND INTEREST ON $3,450,000 SPECIAL SERVICE AREA ONE BONDS

ORDINANCE NO. 12-O-_____

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2011 TO PAY THE PRINCIPAL AND INTEREST ON THE $3,540,000 SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, SERIES 2007 OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS

WHEREAS, by ordinance passed on November 26, 2007, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois (the "VILLAGE") established Special Service Area Number One of the VILLAGE (the "SSA); and

WHEREAS, by ordinance passed on December 10, 2007 (the "BOND ORDINANCE"), the VILLAGE did provide for the issue of $3,540,000 Special Service Area Number One Unlimited ad Valorem Tax Bonds, Series 2007 (the "BONDS"), and the levy of a direct annual tax sufficient to pay principal and interest on the BONDS, and in particular, taxes were levied in the amount of $_____ for the year 2011 for the BONDS; and

WHEREAS, pursuant to the terms of a Redevelopment Plan entitled "Route 83 and Plainfield Road Tax Increment Financing Redevelopment Project and Plan", dated March 1990, the Village designated a certain area (the "TIF DISTRICT") within its municipal limits for redevelopment and revitalization pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended; and

WHEREAS, pursuant to an Agreed Order entered June 10, 2009 in the case of *The Harlem Irving Companies, Inc. et al. v. Village of Willowbrook, et al.,* 2009 CH 002014, Circuit Court of the Eighteenth Judicial District, DuPage County, Illinois, the VILLAGE was ordered to file an abatement regarding the debt service levy for the BONDS, for so long as the TIF DISTRICT is in existence, at a level that will generate, from the tax collected on behalf of the SSA and the portion of the taxes collected on behalf of the TIF DISTRICT that is attributable to the SSA levy, an amount sufficient to satisfy the annual SSA bond levy; and

WHEREAS, said Agreed Order further ordered that the portion of the tax collected on behalf of the TIF DISTRICT that is attributable to the SSA levy be transferred to the SSA Bond Fund; and

WHEREAS, the BOND ORDINANCE authorizes an abatement regarding the debt service levy for the BONDS when other funds from any lawful source are made available for the purpose of paying any principal or of interest on the BONDS; and

WHEREAS, the Mayor and Board of Trustees hereby determine that other funds will be available for the purpose of paying a portion of the debt service due on the BONDS during the next succeeding bond year pursuant to the Agreed Order referenced above; and

WHEREAS, it is necessary and in the best interest of the VILLAGE that a portion of the tax heretofore levied for the year 2011 to pay such debt service on the BONDS be abated.

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

SECTION ONE: The tax heretofore levied for the year 2011 in the BOND ORDINANCE is hereby abated in the amount of $_____, thereby reducing the tax levied for the year 2011 to the amount of $_____.

SECTION TWO: That the Village Clerk shall and is hereby authorized to file with the County Clerk of DuPage County a certified copy of this Ordinance, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

SECTION THREE: That the Finance Director of the Village is hereby authorized to transfer the amount of tax collected on behalf of the TIF DISTRICT that is attributable to the SSA levy from the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area Special Tax Allocation Fund to the SSA Bond Fund.

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

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

PASSED and APPROVED this 26th day of March, 2012.

APPROVED:

_____
Mayor

ATTEST:

_____
Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of DuPage County, Illinois, and as such official I do further certify that on the ____ day of March, 2011, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

> AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2010 TO PAY THE PRINCIPAL AND INTEREST ON THE $3,540,000 SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, SERIES 2007 OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS

duly passed by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, on the ____ day of March, 2011, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2011.

_____
County Clerk of DuPage County, Illinois

[SEAL]

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
MOTION TO APPROVE EXPENDITURE FOR REPLACEMENT OF WILLOWBROOK POLICE DEPARTMENT'S COPY MACHINE

AGENDA NO. 9

AGENDA DATE: 03/26/12

STAFF REVIEW: Mark Shelton **SIGNATURE:**

LEGAL REVIEW: William Hennessy **SIGNATURE:**

RECOMMENDED BY VILLAGE ADMIN.: **SIGNATURE:**

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

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)
None.

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

In 2007, the Willowbrook Police Department purchased a Canon ImageRunner 5870c color digital copy machine for use by the Administration personnel. At the present time, this machine has been out of service numerous times over the last few months and currently is in need of repair once again. However, the Canon Company was sold several years ago and we have been experiencing difficulty receiving repair parts on this machine. The current problem (dirty/very dark copies) has again arisen and this time, the part to fix the machine is not available. In a short period of time, this copier will no longer be working. Due to the wear on the machine, frequent downtime and the difficulty finding parts, Staff is recommending the purchase of a new copy machine payment for this purchase will be expended from the Federal Forfeiture Asset Fund.

Last year, THE Village Staff demonstrated copy machines from four companies for the purchase of a new copy machine. It was determined that a digital color copy machine from Konica Minolta would best suit the village needs. Staff would like to recommend purchasing the following machine from Konica Minolta: Color/BW BizHub C552DS with the capability to sort, duplex, multi-positioning stapler, 2 & 3-hole punch capability, USB scan and print, scan to hard drive, and built-in high speed 33.6KBPS faxing. In addition, this machine can be utilized as a multi-purpose machine and allow the PD to save additional costs of toners by eliminating several PD color printers and the fax machine. By staying with the same company as the Village, toners can be interchanged in an emergency, if either department ran out of toner. Total cost would be $14,800.00 which includes a rebate of $1,900.00 for the old machine as a trade-in.

ACTION PROPOSED:

APPROVE EXPENDITURE.

New Konica Minolta Color & B/W Bizhub C552DS

(Proposed for Village of Willowbrook-Police; Quoted 1.24.2012)

- **55 CPM B/W DIGITAL COPIER & NETWORK PRINTER**
- **45 CPM COLOR DIGITAL COPIER & NETWORK PRINTER**
- **2 GB MAIN MEMORY & 2 MB BACKUP MEMORY**
- **156 OPM COLOR SCANNING (E-MAIL, PC/MAC, NETWORK, HARD DRIVE)**
- **ENHANCED RESOLUTION; 8-BIT COLOR w/SIMITRI HD!**
- **SCAN TO HARD DRIVE, 250GB (Secure Print/Form Storage/User Box)**
- **USB SCAN & PRINT**
- **BUILT-IN HIGH SPEED 33.6KBPS FAXING**
- **100-SHEET HIGH VOLUME DOCUMENT FEEDER**
- **UNLIMITED TRAYLESS DUPLEXING (same speeds in duplex mode!)**
- **HIGH VOLUME SORTING, GROUPING, MULTI-POSITION STAPLING, TRI/HALF FOLDING, SADDLE-STITCH, BOOKLET-MAKING, 2 & 3 HOLE PUNCH FINISHING**
- **120V20 AMP POWER FILTER**
- **FIVE PAPER SOURCES**
  - **500-SHEET (UP TO 12"x18") UP TO 140 LB INDEX PAPER!**
  - **500-SHEET (UP TO 12"x18") UP TO 140 LB INDEX PAPER!**
  - **1,500-SHEET (8.5"x11") LARGE CAPACITY DRAWER**
  - **1,000-SHEET (8.5"x11") LARGE CAPACITY DRAWER**
  - **150-SHEET BYPASS TRAY (UP TO 12"x18") UP TO 140 LB INDEX!**

Lease Price – 60 months (priced as fully configured above):	$759.54/month
Government Account Discount:	<$405.50/month>
Approved Pricing for Village of Willowbrook-Police:	$354.04/month

*Purchase price, after discounts, $16,700.00 (retail price as configured; $35,827.00)

*Current Canon IRC5185 can be traded in for a cash rebate of $1,900.00 (see "Conquest Cash" rebate form). Therefore, final 4th Quarter purchase pricing would be $14,800.00

*Reduce the lease price by $17.76/month, or purchase price by $838.00 if folding is not needed.

Konica Minolta *All-Inclusive* Maintenance Program for the New Konica Minolta Bizhub C552DS

*Includes delivery and installation (a $550.00 value)!

*Includes network installation (a $150.00/hr. value)!

*Includes ongoing, onsite training on all features (a $150.00/visit value)!

*Includes the set-up and administering of MyKMBS.com your full on-line account management resource (a $750.00/value)!

*Includes the set-up of Bizhub vCare your remote diagnostics and automatic meter read solution (no additional cost)!

•Includes all parts, labor, cleanings and supplies (except paper)!

•All Toner (Cyan, Magenta, Yellow and Black) and *Staples* included!

•All Imaging Units (Cyan, Magenta, Yellow and Black) are included!

•All *black & white* copies/prints will cost only $.0065/each!

Based on 72,690 bw/year the annual bw maintenance cost will only be $472.49!

•All *color* copies/prints will cost only $.052/each!

•No charge on any scanning!

•No additional flat monthly maintenance fees!

PERFORMANCE WARRANTY

At Konica Minolta Business Solutions U.S.A., Inc. (KMBS), customer satisfaction comes first. Accordingly, we are committed to providing the highest standard of product quality, customer service and technical support in the office equipment industry. Consistent with our Success through Excellence philosophy, we offer the Customer Performance Guarantee. *This is yours for working direct with the manufacturer!*

Date: Wednesday, May 5, 2011 Revision I

Tel: 630-995-9570
E-mail: robertn@xerographicsolutionsinc.com

Proposal prepared for:

Village of Willowbrook

Wednesday, **May 5, 2011** **Revision II**

Debbie Hahn

Village Manager

Village of Willowbrook

7760 S. Quincy Street

Willowbrook, IL, 60527

Xerographic Solutions, Inc.

800 N. Fifth Street,

Naperville, Illinois, 60563

Dear Ms. Hahn:

As a follow up to our recent discussions, I am pleased to enclose our proposal to provide your organization with our recommended document solution. I have suggested these particular systems because I believe that they fully meet your stated requirements while offering:

- The power and performance you need to satisfy your department's document requirements now and in the future
- Superior quality output with every job
- An ease of use, versatility and built-in reliability that will enhance productivity throughout the workgroup
- Improved cost control and easy device management
- Excellent security

For more than a half century, Xerox has been a leader in documentation technology and services. **Xerographic Solutions, Inc.** serves as the authorized Xerox Sales Agency for the western suburbs of Chicago. We service a wide variety of customers that range from large corporations to small start-up companies. We strive to understand our client's need and expectations, recommending solutions that meet current and future needs at competitive prices.

I hope that the proposal meets with your satisfaction and I look forward to working with you during the implementation and installation of our proposed document solution. In the meantime, if you have any questions or if anything is unclear then please contact me at 630-995-9870.

Yours sincerely,

Bob Nogar

Bob Nogar

Xerographic Solutions, Inc.

Our proposed solutions

WorkCentre 7556 multifunction system

The award-winning WorkCentre® 7556 high performance multifunction system combines super-fast speeds with superb resolution and color quality. Powerful, versatile, yet easy to use, this robust machine delivers production-level performance to document-intensive offices.

The WorkCentre 7556 comes with a generous 3,260-sheet paper capacity (expandable to 5,260 sheets), stunning 1200 x 2400 dpi resolution, dependable security features and job-based accounting software as standard. A combination of performance, versatility and true multi-tasking capabilities makes this machine ideal for running all of the latest EIP applications.

EIP, or 'Extensible Interface Platform', is an open standard that allows third party developers to create applications that integrate Xerox Work Centres directly with networked business applications, and which allows customized functions to be added to the touch-screen control panel.

Key features of the WorkCentre 7556

- Output speeds of up to 55 ppm in black and white, 50 ppm in full color
- Scans up to 50 color pages per minute (80 black and white)
- 1200 x 2400 dpi resolution, with EA toner for exceptional quality
- EIP-ready, plus true multi-tasking for maximum productivity
- Modular, fully upgradeable design
- Tough, built-in security features

ColorQube 9201-3 series color multifunction system

The ColorQube 9201 harnesses the latest breakthrough in Xerox's acclaimed solid ink technology, which has a proven track record of almost 20 years, to dramatically lower the cost of printing in color.

Thanks to a range of billing options, including a unique plan which charges in relation to the amount of color used, the ColorQube 9201-3 can deliver substantial savings on 75% of the color pages that you print. In fact, some color pages will cost the same as black and white, resulting in a far lower total cost of ownership throughout the entire life of the MFP.

The ColorQube 9201-3 also sets new and higher environmental standards. Its non-toxic solid ink creates 90% less waste (all of which can be recycled) compared to laser devices, and an advanced design guarantees a 10% lower carbon footprint throughout the product lifecycle, from manufacture to eventual disposal. In addition, it is ENERGY STAR® 2009 compliant for reduced power consumption.

Performance matched with ease of use

The default print and copy speeds are 38 pages per minute (ppm) in color and 50 ppm in black and white, increasing to an impressive 60 ppm in Fast Color mode and right the way up to 85 ppm in black and white.

The solid ink sticks, which are clean and mess-free, can print more than 55,000 pages before they need replenishing, and they produce high quality text and images even on recycled paper. They are also extremely easy to load and can be topped up at any time without even having to pause a print run, which means fewer interruptions for everyone.

There is only one other consumable item: a long-life Cleaning Unit which lasts for up to 250,000 pages and can be replaced in moments.

The ColorQube 9201-3 is also ready to run the very latest EIP applications. EIP, or 'Extensible Interface Platform', is an open standard that allows third party developers to create applications that integrate Xerox ColorQubes directly with networked business applications, and which allows customized functions to be added to the touch-screen control panel.

Key features

- A choice of unique price plans that can significantly reduce the cost of printing on 75% of color pages
- Impeccable green credentials: non-toxic, mess-free consumables with minimal waste and low carbon footprint.
- Print, copy, scan, email and optional fax.
- Excellent quality and vibrant color even on recycled paper.
- Impressive performance:
  - up to 38 ppm in color and 50 ppm in black and white at regular print speeds
  - up to 85 ppm in color and 85 ppm for black and white in Fast Mode
- Intelligent Ready technology learns your work patterns and switches to low power mode in quiet times.
- Designed for ease of use and longer uninterrupted printing.
- Solid ink sticks can be topped up at any time, which means that the ink never needs to run out.
- Large color touch screen with embedded video help guides
- Tough, built-in security features
- EIP-ready for easy integration with networked business applications.
- Advanced workflow capabilities.
- Powerful cost management solutions.
- 3,300 sheet input capacity, expandable to 7,300 for longer uninterrupted use.

The financial proposal

Configuration

Equipment	Xerox ColorQube 9203	Xerox WorkCentre 7556
Standard Accessories		
Duplex Document Handler	100 Sheets	110 Sheets
Standard Paper Capacity	3,300 Sheets	3,260 Sheets
Max. Input Size	11x17	12x18
Network Connectivity	Included	Included
Scan to Network, E-mail, Mailbox	Included	Included
Fax Options	Internet Fax or Server Fax	Internet Fax or Server Fax
1 and 2 Fax Line options	Included	Included
Finisher with Booklet Maker and 2,3,4 hole punch	High Volume Model	Professional Model
Optional Accessories:		
High Capacity Feeder	4,000 Sheets	2,000 Sheets
"Z" / "C" Fold	Included	N/A

Delivery, Installation and Training		
ProServ 360	Included	Included

Proposed Cost Options – Purchase Option Revision II

Proposed System	Proposed System I	Proposed System II
Equipment	**ColorQube 9201-3**	**Xerox WC 7556**
Average Monthly Volume: WS#P22539 05/02/2011	B/W = 17,000 Color Everyday = 2,500 Expressive = 2,000	B/W = 17,000 Color = 4,500
Purchase Price	**$ 21,426.00)**	**$ 18,230.00**
Monthly Maintenance	$ 30.00	$ 10.00
B&W Prints	.0073	.0099
Everyday Color	0316	N/A
Brilliant Color	.0846	.0690
Total Monthly Cost:	**$ 402.30**	**$ 488.80**
Optional Accessories:		
C/Z Fold Accessory	$ 4,182.00	

Proposed Cost Options - Lease

Proposed System	Proposed System I	Proposed System II
Equipment	**Xerox ColorQube 9201-3**	**Xerox WC 7556**
Average Monthly Volume:	B/W = 17,000 Color Everyday = 2,500 Expressive = 2,000	B/W = 17,000 Color = 4,500
Monthly Lease: 60 Month	**$ 474.94**	**$ 385.03**
B&W Prints @ .0073 / .0070	$ 124.10	$ 119.00
Everyday Color @ .0316	$ 79.00	N/A
Expressive Color @ .0846/.0633	$ 169.20	$ 284.85
Total Monthly Cost:	**$ 937.50**	**$ 788.88**
Optional Accessories:		
C/Z Fold Accessory	$ 90.26	

Maintenance Prices for the Xerox 9201-3 ColorQube and the WorkCentre 7556 are fixed for the term of the agreement.

Service contract

We offer a comprehensive service contract that includes Xerox consumables, telephone support and on-site maintenance of your equipment. These rates include supply of Cyan, Magenta, Yellow and Black

toners, regardless of toner yield. This service contract covers parts, labor and travel. It includes the print engine and associated connection.

Xerox Financial Services require a $ 75.00 One Time Charge for all Lease transactions.

proven
business systems

Proven Recommendation

TOSHIBA-e65030c
New system includes:

- **Copies at 65 pages per minute black and 65 pages per minute full color $15,499.00**
- **100 reversing automatic document feeder (Included)**
- **Network printing (Included)**
- **Network scanning (Included)**
- **2 x 500 sheet universal paper drawers (Included)**
- **2,320 sheet letter decks (Included)**
- **100 sheet multi purpose tray (Included)**
- **Saddle stitch finisher w/Hole Punch** **$1,697.00**
- **Formax C & Z Folder** **$1,895.00**

Total of - $19,091.00

TOSHIBA-e5520c
New system includes:

- **Copies at 55 pages per minute black and 55 pages per minute full color $13,499.00**
- **100 reversing automatic document feeder (Included)**
- **Network printing (Included)**
- **Network scanning (Included)**
- **2 x 500 sheet universal paper drawers (Included)**
- **2,320 sheet letter decks (Included)**
- **100 sheet multi purpose tray (Included)**
- **Saddle stitch finisher w/Hole Punch $1,697.00**
- **Formax C & Z Folder $1,895.00**

Total Cost $ 17,091.00

Maintenance Information

All Inclusive Service

Black images billed at .0055

All color images billed at .055

Includes: All parts, labor, drums, developer, rollers, blades, toner, toner bags, unlimited service calls and cleanings.

Excludes: Paper and Staples

Recommended Solution:

Equipment:

- **(1) Konica Minolta Bizhub C652**
  - **Document Feeder**
  - **65ppm B/W & 50ppm Color**
  - **Print/ Copy/ Scan/ Fax**
  - **Multi Position Stapling**
  - **100 sheet Finisher**
  - **Saddle Stitch**
  - **5 paper sources**
  - **Hole punch**
  - **Tri-Fold**

Impact maintenance program includes **17,000** B/W images per month. Color will be billed at **$0.05 per** color image. Additional images can be added based upon **$0.008** per B/W page and **$0.05** per color page. Includes: all parts, labor, drums & toner cartridges.

Impact Program Includes:

- Delivery
- Installation and networking of new systems
- Unlimited end-user training

Purchase Price: $19,345.07

Monthly Maintenance: $136.00 per month (Includes 17,000 b/w images per month)

Benefits of Program

* Local dispatchers, technician, warehouse for exceptional service.

*One point of contact to handle equipment needs

*Fully equipped equipment to meet all needs

*Streamline billing down to a single invoice

*Uniform interface on Konica Minolta Equipment

References:

Christ Church of Oak Brook
Dave Melvin
Executive Director
630-321-6785

Oak Brook Community Church
Rich Cribaro
Executive Director
630-986-0310

VILLAGE OF WILLOWBROOK

BOARD MEETING
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
A RESOLUTION AMENDING PERMIT FEES CHARGED FOR USE OF VILLAGE ATHLETIC FIELDS AND FACILITIES.

AGENDA NO. 10

AGENDA DATE: 3/26/12

STAFF REVIEW: Kristin Violante, Superintendent of Parks Recreation **SIGNATURE:** Kristin Violante

LEGAL REVIEW: William Hennessy, Village Attorney **SIGNATURE:** W Hennessy

RECOMMENDED BY: Tim Halik, Village Administrator **SIGNATURE:** T Halik

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☒ N/A ☐

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

As specified by Village ordinance, changes in the park and athletic permit fee schedule must be approved by the Village Board. Fees were last changed in 2008. Attached please find the resolution for the Board to consider as well as the proposed changes to the athletic field and facility fees schedule. The proposed changes are highlighted in yellow. The fee both residents and non-residents are currently being charged is the non-highlighted number.

The Parks & Recreation Commission has reviewed these schedules for the purpose of recommending new fees for adoption by the Village Board. The purpose of amending the fees is not necessarily to substantially increase revenue, but rather to establish a resident fee, as well as, a slightly higher non-resident fee that are both comparable to those of neighboring communities. A review of the fees schedules of the Darien, Burr Ridge and Oak Brook Park Districts provided the basis of suggesting comparable rates.

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

The proposed FY12-13 Parks and Recreation Department budget did not include the increased revenues from this initiative. However, if adopted, the proposed fee schedule will result in a slight increase in Park Permit fees account (01-310-814), if the same number of permits are issued in FY12-13 as the previous year.

ACTION PROPOSED:

ADOPT THE RESOLUTION

RESOLUTION NO. 12-R-_____

A RESOLUTION AMENDING PERMIT FEES CHARGED FOR USE OF VILLAGE ATHLETIC FIELDS AND FACILITIES

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

SECTION ONE: That pursuant to Section 4-4-4(C) of the Village Code of the Village of Willowbrook permit fees, deposits and other charges relating to Village parks are hereby established as set forth in Exhibit "A" attached hereto and made a part hereof.

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

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

ADOPTED and APPROVED this 26th day of March, 2012.

APPROVED:

_____
Mayor

ATTEST:

_____
Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Picnics and Events ◆ All Other Village Parks

Persons in Group	Security Deposit -- All Groups	Resident	Non-Resident
1 – 49 *	$100	$25	$50
50 – 100 *	$150	$50	$100

Notes:
1. Rentals are based on a six (6) hour rental time period.
2. Fees do not include trash removal. Trash removal fees will be based on the size of the group.

* $10.00 for each additional two-hour time period

Athletic Facilities Fees and Services

Permit Fee (Non-refundable fee to be paid for issuance of each permit)		$15
Basic Usage Fees (Fees apply for each field or court per date)		
	Athletic fields	
	Borse Community Park:	
	Softball field	$15 $20 Resident $25 Non-Resident
	Football / soccer field	$12 $15 Resident $20 Non-Resident
	All other parks	$10 $15 Resident $20 Non-Resident
	Basketball or volleyball court	$10 $10 Resident $15 Non-Resident
	Tennis court (per court)	$15 $15 Resident $20 Non-Resident
	Other athletic facilities	Determined at time of application

Notes:
1. The above rentals are based on a four (4) hour rental time period.
2. Additional time for each field or court can be rented at $10.00 per two (2) hour block.

VILLAGE OF WILLOWBROOK

BOARD MEETING
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT - MOSQUITO ABATEMENT SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARKE MOSQUITO CONTROL, INC.

AGENDA NO. 11

AGENDA DATE: 03/26/12

STAFF REVIEW: Tim Halik, Village Administrator **SIGNATURE:** _____

LEGAL REVIEW: William Hennessy, Village Attorney **SIGNATURE:** _____

RECOMMENDED BY: Tim Halik, Village Administrator **SIGNATURE:** _____

REVIEWED & APPROVED BY COMMITTEE: **YES** ☒ on 3/12/12 **NO** ☐ **N/A** ☐

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

Our contract with Clarke Environmental Mosquito Management, Inc. to provide mosquito abatement services for the Village expired after the 2011 season. Therefore, staff has met with representatives from Clarke Environmental on several occasions to discuss the renewal contract provisions and to ensure that the contract price remains competitive with surrounding towns that receive the same or similar services from Clarke.

The result of these meetings is that Clarke has agreed to offer continued services to the Village for a new three (3) year term. The price for the first year will be held at the same price as the 2011 season at $24,231.36. The price for the subsequent two (2) years will increase by 2% per year to offset the rising costs of pesticides and fuel. Within the FY 2012/13 Budget, staff has also included an additional $6,000 for various optional services such as adulticiding (spraying), both localized and community wide, should the need arise to combat the continuing threat of West Nile Virus (WNV).

The technical treatment terms of the contract, including Village-wide storm sewer catch basin treatment will remain unchanged. The contract still includes the use of new insecticides, specifically Altocid XR® and Vectolex WSP®, which are sustained release products that can provide the required coverage for up to 120 days without re-treatment. To ensure adequate protection is in place prior to the onset of mosquito breeding attributed to West Nile Virus (WNV), a second catch basin treatment, referred to as a "booster" treatment, will be performed in mid-August.

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

Attached, please find a copy of the proposal from Clarke Environmental Mosquito Management, Inc., reflecting the extended program. Staff recommends that the Board adopt the attached resolution authorizing the Mayor to execute the agreement to provide mosquito abatement services to the Village during the 2012 thru 2014 seasons

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 12-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT - MOSQUITO ABATEMENT SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARKE MOSQUITO CONTROL, INC.

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

ADOPTED and APPROVED this 26th day of March 2012.

APPROVED:

_____
Mayor

ATTEST:

_____
Village Clerk

ROLL CALL VOTE: AYES:_____

NAYS:_____

ABSTENTIONS:_____

ABSENT:_____

EXHIBIT "A"

110 E. Irving Park Rd., 4th Floor
P.O. Box 7219
Roselle, Illinois 60172
630.671.3120
630.894.1774
www.clarke.com

RECEIVED
JAN 25 2012
By T. HALIK

January 24, 2012

Mr. Timothy J. Halik
Village Administrator
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Dear Mr. Halik:

As discussed, Clarke Environmental Mosquito Management, Inc. hereby proposes to continue to provide the professional mosquito control services to the Village of Willowbrook in 2012-2014. The price for the 2012 season shall be held at the 2009-2011 rate of $24,231.36. The 2013 and 2014 seasonal program price shall increase by 2% annually.

As your committed partner in mosquito control we thank you for the opportunity to continue to provide services to the Village of Willowbrook.

Sincerely,

Tom Kessler

Tom Kessler
Control Consultant

ORIGINAL

Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2012-2014 Village of Willowbrook
Environmental Mosquito Management (EMM) Program

Part I. General Services

A. Aerial Survey and Geographic Information System (GIS) Mapping
B. Computer System and Record Keeping Database
C. Public Relations and Educational Brochures
D. Mosquito Hotline Citizen Response System – (800) 942-2555
E. Comprehensive Insurance Coverage naming the Village of Willowbrook as *additionally insured*
F. Program Consulting and Quality Control Staff
G. Monthly Operational Reports, Periodic Advisories, and Annual Report

Part II. Surveillance and Monitoring

A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village representative of an impending brood arrival.)
B. Adult Mosquito Population Surveillance:
   1. Clarke New Jersey Light Trap Network: Operation of one (1) trap within the Village of Willowbrook to monitor and evaluate adult mosquito activity.
C. Weather Monitoring – Operational Forecasts

Part III. LARVAL CONTROL

A. Targeted Mosquito Management System (TMMS™) computer database and site management.
B. Larval Site Monitoring: 10 inspections:
   1. Two (2) complete inspections of up to 72 sites
   2. Five (5) targeted inspections of up to 42 historical breeding areas
   3. Three (3) targeted inspections of up to (30) larval sites that historically produce *Culex* mosquito species.
   4. Inspections of standing water sites called in by residents on the Mosquito Hotline.

Part III. LARVAL CONTROL (Continued)

C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus),* VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®,and Altosid® products.
   1. The program provides for 50.4 acres of VectoBac® larviciding with hand, backpack or helicopter equipment.

D. Stocking of 1,000 mosquitofish (*Gambusia affinis*) for biological control.

E. Catch Basin Control:
   1. Catch Basins: One (1) treatment of up to 775 street side catch basins, inlets and manholes with Altosid® XR briquette, sustained slow release insecticide.
   2. Catch Basins: One (1) treatment (Booster) of up to 775 street side catch basins, inlets and manholes with Vectolex® WSP, slow release insecticide, for late season control.
   3. Back Yard Catch Basins: One (1) treatment of up to one known backyard catch basin at 6031 Bentley using an Altosid® XR briquette. The pricing for authorized catch basins beyond the core program will be billed at $13.00 per backyard catch basin treatment.

Part IV. ADULT CONTROL

A. Adulticiding in mosquito harborage areas:
   1. Upon the request of the Village staff, backpack barrier treatments with a synthetic pyrethroid insecticide of up to one (1) mile (or 8 gallons of insecticide) for residual control of adult mosquitoes in isolated residential areas experiencing severe mosquito annoyance conditions. Any additional authorized backpack barrier treatments beyond 1 mile (or 8 gallons) will pro-rated at the rate of $385.00 per mile with a $200.00 minimum charge.

B. Adulticiding in Residential Areas:
   1. As authorized by the Village staff, community-wide truck ultra-low volume (ULV) treatments of a route of up to 46.5 miles of streets with Anvil 10+10® or comparable insecticide substitute. Any authorized community ULV treatments will be billed at $3,046.48 per treatment.

C. Adulticiding Operational Procedures:
   1. Notification of community contact.
   2. Weather limit monitoring and compliance.
   3. Notification of residents on Clarke Call Notification List.
   4. ULV particle size evaluation.
   5. Insecticide dosage and quality control analysis.

2012 EMM Core Program Total Cost for Parts I, II, III, IV: $24,231.36

Clarke Environmental Mosquito Management, Inc.
Customer Agreement and Authorization
The 2012-2014 Village of Willowbrook
Environmental Mosquito Management (EMM) Program

I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2012-2014 Professional Services Cost Outline, the total for 2012 is $24,231.36. The 2013 and 2014 seasonal program price shall increase by 2% annually.

PROGRAM PAYMENT PLAN 2012-2014

Installment Due Date	2011	2012	2013	2014
May 1	$6,057.84	$6,057.84	$6,178.75	$6,302.50
June 1	$6,057.84	$6,057.84	$6,178.75	$6,302.50
July 1	$6,057.84	$6,057.84	$6,178.75	$6,302.50
August 1	$6,057.84	$6,057.84	$6,178.75	$6,302.50
TOTAL	**$24,231.36**	**$24,231.36**	**$24,715.00**	**$25.210.00**

II. **Approved Contract Period and Agreement:**

Please check one of the following contract periods:

☑ 2012-2014 Seasons

For The Village of Willowbrook:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Tom Kessler Title: Control Consultant Date: 1-24-2012

Tom Kessler