

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 25, 2013, 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 11, 2013 (APPROVE)
  - c. Minutes - Executive Session - February 25, 2013 (APPROVE)
  - d. Warrants - \$192,742.99 (APPROVE)
  - e. Resolution - A Resolution Appointing an Authorized Delegate and Alternate Delegate to the South Central DuPage Benefit Pool ("SCDBP") (ADOPT)
  - f. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Janitorial Services - Between the Village of Willowbrook and Eco Clean Maintenance, Inc. (ADOPT)
  - g. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Landscape Maintenance Services - Between the Village of Willowbrook and Falco's Landscaping (ADOPT)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2012 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

8. DISCUSSION - PROPOSED FY 2013/14 BUDGET

PRIOR BUSINESS

9. COMMITTEE REPORTS

10. ATTORNEY'S REPORT

11. CLERK'S REPORT

12. ADMINISTRATOR'S REPORT

13. MAYOR'S REPORT

14. EXECUTIVE SESSION:

a) REVIEW 2013 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 a Matter of Probable Litigation Affecting the Village Pursuant to 5 ILCS 120/2(c)(11)

15. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND ROBERT K. FINNELL, THE BIRD LAW GROUP, P.C., THE CRONGEYER LAW FIRM, P.C., THE CLIFFORD LAW OFFICES AND THE LAW FIRM OF PETERSON, JOHNSON & MURRAY CHICAGO, LLC TO PROVIDE LEGAL SERVICES RELATED TO THE PURSUIT OF UNREMITTED TAXES DUE AND OWING TO THE VILLAGE UNDER THE VILLAGE'S HOTEL/MOTEL ROOM TAX

16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 11, 2013 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 Umberto Davi.

ABSENT: Trustee Frank Trilla

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief Mark Shelton, Deputy Chief Mark Altobella, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

Willowbrook Police Officer Tim Kobler, 7760 Quincy Street, Willowbrook, IL. Officer Kobler spoke on behalf of the members of the Fraternal Order of Police Lodge #128. He stated that this is the fifth year that the officers have teamed up with the Kerry Piper Pub in hosting the annual St. Baldrick's Day event to be held on March 17<sup>th</sup> beginning at 9:00 a.m. Officer Kobler reminded the Board that St. Baldrick's is a leading pediatric cancer research organization. St. Baldrick's Day raises money by participants shaving their heads in support of children that are going through chemo treatments. In 2012, the goal was \$100,000 and exceeding the goal by collecting \$123,000. For 2013, the goal is again \$100,000. As of this date, the event has raised almost \$37,000. Officer Kobler invited the Board to attend the event, which includes a band and silent auction. Mayor Napoli stated that the Board will provide all the support that they can.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - February 25, 2013 (APPROVE)
- c. Minutes - Executive Session - February 11, 2013 (APPROVE)
- d. Warrants - \$142,983.51 (APPROVE)
- e. Monthly Financial Report - February 28, 2013 (APPROVE)
- f. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook - Title 1, Chapter 5, Section 1-5-3 - Meetings; Public Comment - Ordinance No. 13-O-06 (PASS)
- g. Ordinance - An Ordinance Providing for the Official Zoning Map of the Village of Willowbrook, DuPage County, Illinois - Ordinance No. 13-O-07 (PASS)
- h. Proclamation - A Proclamation Recognizing the Week of April 13-20, 2013 as National Public Safety Telecommunicators Week in the Village of Willowbrook (APPROVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION - A RESOLUTION APPOINTING DEPUTY CHIEF MARK ALTOBELLA AS COORDINATOR OF THE VILLAGE EMERGENCY MANAGEMENT AGENCY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE DUPAGE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT NOTICE OF APPOINTMENT FORM DESIGNATING HIM AS SUCH

Administrator Halik advised that with the retirement of Deputy Chief Paul Oggerino, a new Village Emergency Management Coordinator needs to be appointed. Deputy Chief Mark Altobella does not live locally; however, he does have the ability to check in with police dispatch and officers on shift to monitor weather and emergency conditions that may present itself.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 13-R-13.

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

7. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND DISCOVERY BENEFITS, INC. (DBI) TO PROVIDE THIRD-PARTY ADMINISTRATIVE SERVICE ASSISTANCE TO THE VILLAGE IN THE ADMINISTRATION OF THE EMPLOYEE FLEXIBLE SPENDING PLAN

Administrator Halik advised that in 1996 the Village had adopted a Section 125 Cafeteria Plan that enables a pre-tax deduction from an employee's payroll check to be deposited into a flexible spending account to be used for eligible medical and dependent care coverage expenses. AFLAC has been used in the past to administer this program. AFLAC has made recent changes to their program that is unacceptable to the Village. As a result, AFLAC services related to this plan would end after February 28<sup>th</sup>.

The Village must now obtain a new third-party provider to finish out the plan year. Discovery Benefits provided the lowest proposal. The Village Attorney has reviewed the contract and does not object to the proposed terms. The Finance and Administration Committee reviewed this item immediately prior to tonight's meeting.

Trustee Davi stated that the Finance and Administration Committee did review and discuss this matter and is in support of this recommendation by staff. Trustee Mistele stated that Trustee Trilla, who is not present at tonight's meeting, had also shared with him his notes and also supports this item.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 13-R-14.

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

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Baker had no report.

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Trustee Kelly had no report.

Trustee Mistele highlighted the report on the water metering system and the replacement of the meters over the next three to four years.

Trustee Berglund had no report.

Trustee Davi had no report.

9. ATTORNEY'S REPORT

Attorney Hennessy stated that he is preparing a comprehensive revision of the Solicitation Ordinance. He is waiting for the General Assembly to pass House Bill 09-56 which creates a new category of exemption for police and fire charitable solicitation and include in the new ordinance. He is hoping to have it for the Board before the next meeting.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halik reviewed with the Board the Local Governmental Distributive Fund (LGDF) issue that is occurring at the state level. The Governor's Office has announced that part of the state's budget will include a reduction of LGDF income tax revenue that is typically shared with municipalities. If a bill is passed, the state is planning to freeze the Village's LGDF revenues to 2012 levels.

There is disagreement as to the exact impact to the Village of Willowbrook. Early estimations were a per capita figure of \$18.70 which translated to approximately \$160,000. Last Friday, additional news stated that the state claims the impact to municipalities would only be approximately \$5.30 per capita, or \$45,000. DuPage Mayors and Managers disagrees with the state figures and believes that the impact would be \$11.50 per capita, or \$98,000.

At the present time, we do not know what the true impact will be. In revenue projections for the upcoming fiscal year, conservative revenue assumptions are being used.

Staff recommendation is to wait until the State Bill comes out at which time we will review the final language. If revenue assumptions need to be revised, that can be brought before Board at a later date.

Mayor Napoli stated that the State has consistently found ways to take away agreed upon reimbursements to the municipalities.

Trustee Mistele questioned if the IML and Mayors and Managers have taken a position against this. Administrator Halik stated that they have.

Administrator Halik also reminded the Board that the Budget Workshop is scheduled for Monday, March 18<sup>th</sup> at 5:30 p.m.

**12. MAYOR'S REPORT**

Mayor Napoli had no report.

**13. EXECUTIVE SESSION**

- a. REVIEW 2013 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 a Matter of Probable Litigation Affecting the Village Pursuant to 5 ILCS 120/2(c)(11)

**RECESS INTO EXECUTIVE SESSION**

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to recess into Executive Session at the hour of 6:51 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:22 p.m.

Mayor Napoli asked for a consensus that the Village Administrator and Village Attorney are directed to proceed with the recommended course of action discussed during Executive Session. All trustees agreed.

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14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly, to adjourn the Regular Meeting at the hour of 7:24 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

March 25, 2013.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

## W A R R A N T S

March 25, 2013

GENERAL CORPORATE FUND	-----	\$81,590.28
WATER FUND	-----	100,414.18
HOTEL/MOTEL TAX FUND	-----	10,738.53
<b>TOTAL WARRANTS</b>	-----	<b>\$192,742.99</b>



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Tim Halik, Village Administrator

APPROVED:

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Robert A. Napoli, Mayor

## VILLAGE OF WILLOWBROOK

RUN DATE: 03/20/13

## BILLS PAID REPORT FOR MARCH, 2013

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## GENERAL CORPORATE FUND

## CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	03/26 CK# 81618	\$1,894.62
D7088/MAR 13 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	410.86
D7088/MAR 13 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,483.76
AL WARREN OIL CO (2205)	03/26 CK# 81619	\$8,808.68
I07693999 GASOLINE INVENTORY 01-190-126	01-190-126	4,644.51
I0771215 GASOLINE INVENTORY 01-190-126	01-190-126	4,164.17
MARK ALTOBELLA (65)	03/26 CK# 81620	\$55.95
13 UNFRMS UNIFORMS 01-451-345	01-30-630-345	55.95
ARBORETUM VIEW ANIMAL HOSPITAL (127)	03/26 CK# 81621	\$115.71
47734 ANIMAL CONTROL 01-465-268	01-30-650-268	115.71
AT & T U-VERSE (SM) (2342)	03/26 CK# 81622	\$9.65
105661049MR13 MAINTENANCE - PW BUILDING	01-35-725-418	9.65
KARYN A BYRNE (267)	03/26 CK# 81623	\$787.50
SEPT 12- FEB 13 PART TIME INSPECTOR 01-565-109	01-40-830-109	787.50
CHICAGO BADGE & INSIGNIA CO (334)	03/26 CK# 81624	\$7.50
12109 OPERATING EQUIPMENT 01-451-401	01-30-630-401	7.50
CHRISTOPHER B. BURKE (333)	03/26 CK# 81625	\$8,784.00
109835 REIMB.	01-15-520-254	491.75
109836 FEES - ENGINEERING 01-505-245	01-35-720-245	948.85
109837 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	220.00
109838 FEES - ENGINEERING 01-505-245	01-35-720-245	474.50
109839 FEES - ENGINEERING 01-505-245	01-35-720-245	1,894.00
109840 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	220.00
109841 REIMB.	01-40-820-259	254.50
109842 REIMB.	01-15-520-254	440.00
109857 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	3,840.40
COMMONWEALTH EDISON (370)	03/26 CK# 81626	\$263.69
0423085170MR13 RED LIGHT - COM ED	01-30-630-248	57.99
0791026027MR13 RED LIGHT - COM ED	01-30-630-248	44.62
1024813000MR13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	12.64
4403140110MR13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	89.56
6863089003MR13 RED LIGHT - COM ED	01-30-630-248	58.88
COMPASS PLUMBING LLC (2306)	03/26 CK# 81627	\$395.00
6410 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	395.00
DUPAGE COUNTY TREASURER (497)	03/26 CK# 81628	\$250.00
1675/FEB 13 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY PUBLIC WORKS (514)	03/26 CK# 81629	\$65.38
PW11/30-1/31/13 SANITARY USER CHARGE	01-35-725-417	11.57
VH11/30-1/31/13 SANITARY USER CHARGE	01-10-466-385	53.81
DUPAGE COUNTY (511)	03/26 CK# 81631	\$500.00
3/5/13-100 CPNS TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
3/5/13-100 CPNS SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	03/26 CK# 81632	\$468.37
ETS030-13-3 FEB PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
DUPAGE MAYORS AND MGRS. CONF. (527)	03/26 CK# 81633	\$80.00
7428 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	80.00
ECO CLEAN MAINTENANCE INC (2385)	03/26 CK# 81636	\$1,449.00
3274/FEB 13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,449.00

## VILLAGE OF WILLOWSBROOK

## BILLS PAID REPORT FOR MARCH, 2013

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## GENERAL CORPORATE FUND

## CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
W.W. GRAINGER (1999) 9080871594 STREET & ROW MAINTENANCE 01-535-328	03/26 CK# 81638 01-35-750-328	\$31.05 31.05
H AND R CONSTRUCTION INC. (742) 14484 SNOW REMOVAL CONTRACT 01-525-287	03/26 CK# 81639 01-35-740-287	\$9,372.50 9,372.50
HOME DEPOT COMMERCIAL (808) 1027193 STREET & ROW MAINTENANCE 01-535-328	03/26 CK# 81640 01-35-750-328	\$852.19 143.74
4020871 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	39.19
4171097 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	102.70
6025066 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	45.70
6026632 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	139.58
7021810 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	88.34
7031411 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	57.26
8021734 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	83.00
9022968 OPERATING SUPPLIES 01-540-331	01-35-755-331	99.70
9025969 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	1.76
9030855 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	94.72
C6035932 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	-43.50
I.M.R.F. PENSION FUND (917) MARCH 2013 SLEP PENSION 01-10-455-155	03/26 CK# 81641 01-30-630-156	\$2,695.83 2,695.83
IL JUVENILE OFFICERS' ASSN (883) 512-13-21-18-28 FEES-DUES-SUBSCRIPTIONS 01-451-307	03/26 CK# 81642 01-30-630-307	\$25.00 25.00
ILLINOIS SHOTOKAN KARATE (909) 763/FALL 12 FALL PROGRAM MATERIALS & SERVICES 01-622-118	03/26 CK# 81643 01-20-580-118	\$907.20 907.20
JOHN C PALOMO (1862) WL74336 TRAFFIC FINES 01-310-502	03/26 CK# 81644 01-310-502	\$25.00 25.00
JSN CONTRACTORS SUPPLY (2526) 77897 OPERATING SUPPLIES & EQUIPMENT 01-503-401	03/26 CK# 81645 01-35-715-401	\$348.50 348.50
KH KIM TAEKWONDO (2407) 1/2/3/20/13WTR WINTER PROGRAM MATERIALS & SERVICES	03/26 CK# 81646 01-20-585-121	\$297.00 297.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319) 223908401 COPY SERVICE 01-451-315	03/26 CK# 81647 01-30-630-315	\$603.92 252.56
223928572 COPY SERVICE 01-420-315	01-10-455-315	351.36
KRISTA'S FIREARMS (2423) 1135 OPERATING EQUIPMENT 01-451-401	03/26 CK# 81648 01-30-630-401	\$110.00 110.00
LAKE COUNTY CLERK (1105) 526 - KOBLER FEES-DUES-SUBSCRIPTIONS 01-451-307	03/26 CK# 81649 01-30-630-307	\$10.00 10.00
LASERCRAFT INC (2300) 11732 RED LIGHT CAMERA FEES 01-30-630-247	03/26 CK# 81650 01-30-630-247	\$24,143.00 22,475.00
11733 RED LIGHT - MISC FEE	01-30-630-249	1,668.00
LEXIS (21) 20130228FEB 13 FEES-DUES-SUBSCRIPTIONS 01-451-307	03/26 CK# 81651 01-30-630-307	\$163.30 163.30
LOGSDON OFFICE SUPPLY (2452) 4352481 OFFICE SUPPLIES 01-420-301	03/26 CK# 81652 01-10-455-301	\$271.00 65.03
4352481 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	48.90
4352481 OFFICE SUPPLIES 01-551-301	01-40-810-301	41.90
435449 OFFICE SUPPLIES 01-420-301	01-10-455-301	3.12
435450 OFFICE SUPPLIES 01-420-301	01-10-455-301	10.71
435451 OFFICE SUPPLIES 01-420-301	01-10-455-301	-24.97

## VILLAGE OF WILLOWSBROOK

BILLS PAID REPORT FOR MARCH, 2013

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
436152I OFFICE SUPPLIES 01-420-301	01-10-455-301	48.34
436152I OFFICE SUPPLIES 01-25-610-301	01-25-610-301	77.97
TIMOTHY J. MAHONEY (2460)	03/26 CK# 81653	\$1,110.00
NOV12-FEB13 FEES - SPECIAL ATTORNEY 01-425-241	01-10-470-241	1,110.00
METRO REPORTING SERVICE LTD. (1246)	03/26 CK# 81654	\$406.60
4030 FEES - COURT REPORTER 01-15-520-246	01-15-520-246	406.60
MUNICIPAL CLERKS OF DUPAGE CNTY (1318)	03/26 CK# 81655	\$22.00
APR MTG STCHL SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	22.00
NEOPOST LEASING (1358)	03/26 CK# 81656	\$395.91
N3847352 POSTAGE & METER RENT 01-420-311	01-10-455-311	395.91
NORTHEAST WISCONSIN TECHNICAL COLLEGE (2273)	03/26 CK# 81657	\$175.00
TASER CLASS 514 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	175.00
O'HARA TRUE VALUE HOME AND HARDWARE (2481)	03/26 CK# 81658	\$32.75
22613 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	32.75
ORKIN EXTERMINATING (1439)	03/26 CK# 81659	\$74.76
D2604360 MAR13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	74.76
PAPER DIRECT (1456)	03/26 CK# 81661	\$132.33
47941778 RETIREMENT PARTY - OGGERINO 01-130-111	01-130-111	132.33
PERSONNEL STRATEGIES LLC (2507)	03/26 CK# 81662	\$500.00
3/12 TRAINOR EXAMS-PSYCHOLOGICAL 01-745-544	01-07-440-544	500.00
PETTY CASH C/O TIM HALIK (1492)	03/26 CK# 81663	\$132.22
3/19 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	7.05
3/19 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	25.00
3/19 COMMISSARY PROVISION 01-420-355	01-10-455-355	70.91
3/19 PUBLIC RELATIONS 01-435-365	01-10-475-365	14.33
3/19 OPERATING EQUIPMENT 01-451-401	01-30-630-401	14.93
PUBLIC SAFETY DIRECT INC (2309)	03/26 CK# 81664	\$349.95
23830 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.00
23849 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	190.00
23860 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	134.95
RAGS ELECTRIC, INC (1585)	03/26 CK# 81665	\$2,772.81
15033 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	2,036.64
15037 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	135.00
15038 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	232.91
15039 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	368.26
RATHS, RATHS & JOHNSON, INC. (1591)	03/26 CK# 81666	\$406.00
12078-302 PLAN REVIEW - STRUCTURAL 01-555-255	01-40-820-255	406.00
RAY O'HERRON CO., INC. (1594)	03/26 CK# 81667	\$113.92
1307237 UNIFORMS 01-451-345	01-30-630-345	113.92
SCHWEIZER EMBLEM COMPANY (1681)	03/26 CK# 81668	\$245.00
16734 OPERATING EQUIPMENT 01-451-401	01-30-630-401	20.00
16815 OPERATING EQUIPMENT 01-451-401	01-30-630-401	225.00
SECRETARY OF STATE (1692)	03/26 CK# 81669	\$18.00
98 KIRKS TRAIL MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	18.00
T.P.I. (1886)	03/26 CK# 81671	\$4,002.14
6477/FEB 13 REIMB.	01-40-820-258	2,838.14
6477/FEB 13 PART TIME INSPECTOR 01-565-109	01-40-830-109	714.00

## VILLAGE OF WILLOWSBROOK

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
T.P.I. (1886) CONTINUED ... 6477/FEB 13 REIMB.	01-40-830-115	450.00
TAMELING INDUSTRIES (1844) 84589 ST & ROW MAINTENANCE OTHER 01-540-328	03/26 CK# 81672 01-35-755-328	\$115.00 115.00
UNIFIRST (1926) 0610755994 MAINTENANCE - BUILDING 01-405-228 0610756106 MAINTENANCE - PW BUILDING	03/26 CK# 81673 01-10-466-228 01-35-725-418	\$240.36 184.88 55.48
VEDDER, PRICE, KAUFMAN & KAMMOLZ PC (1971) FEB 2013 FEES - LABOR COUNSEL 01-425-242	03/26 CK# 81674 01-10-470-242	\$954.50 954.50
VERIZON WIRELESS (1972) 9700854393FEB13 PHONE - TELEPHONES 01-05-410-201 9700854393FEB13 PHONE - TELEPHONES 01-420-201 9700854393FEB13 PHONE - TELEPHONES 01-451-201 9700854393FEB13 TELEPHONES 01-501-201 9700854393FEB13 TELEPHONES 01-551-201	03/26 CK# 81675 01-05-410-201 01-10-455-201 01-30-630-201 01-35-710-201 01-40-810-201	\$605.55 33.92 23.31 318.02 118.53 111.77
WAREHOUSE DIRECT (2002) 1873659-0 OFFICE SUPPLIES 01-451-301	03/26 CK# 81676 01-30-630-301	\$87.94 87.94
WATCHGUARD VIDEO (2000) 6188 OPERATING EQUIPMENT 01-451-401	03/26 CK# 81677 01-30-630-401	\$413.50 413.50
WBK ASSOCIATES LTD (2527) 12677 FEES - ENGINEERING 01-505-245	03/26 CK# 81678 01-35-720-245	\$3,553.50 3,553.50
WILD GOOSE CHASE INC (2047) 18797 LANDSCAPE MAINTENANCE SERVICES 01-610-342	03/26 CK# 81679 01-20-565-342	\$840.00 840.00
WLBK BURR RIDGE CHAMBER OF COM (2053) LUNCHEON EXPO SCHOOL-CONFERENCE TRAVEL	03/26 CK# 81680 01-05-410-304	\$100.00 100.00
TOTAL GENERAL CORPORATE FUND		\$81,590.28

## VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR MARCH, 2013

PAGE: 5

RUN DATE: 03/20/13

RUN TIME: 02:40PM

WATER FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMMONWEALTH EDISON (370) 5071072051MR13 ENERGY - ELECTRIC PUMP 02-420-206	03/26 CK# 81626 02-50-420-206	\$1,322.08 1,322.08
DUPAGE WATER COMMISSION (521) 9953/FEB 13 PURCHASE OF WATER 02-420-575	03/26 CK# 81634 02-50-420-575	\$91,671.51 91,671.51
EAST JORDAN IRON WORKS, INC. (540) 3580068 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694	03/26 CK# 81635 02-50-440-694	\$2,575.00 2,575.00
ENVIRO TEST INC (555) 13-129459 SAMPLING ANALYSIS 02-420-362	03/26 CK# 81637 02-50-420-362	\$87.50 87.50
PAMELA & C. JAMES PAPP (2009) WR 03/19/13 OVER PAYMENT SENT TO CUSTOMER-DM PAPP, PAMELA & C. JAMES UT# 353090.002	03/26 CK# 81660 02-280-133	\$768.23 768.23
SUNSET SEWER & WATER (2276) 2013-072 WATER DISTRIBUTION REPAIR-MAINTENAN 2013-074 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694	03/26 CK# 81670 02-50-430-277 02-50-440-694	\$3,871.33 1,002.88 2,868.45
VERIZON WIRELESS (1972) 9700854393FEB13 PHONE - TELEPHONES 02-401-201	03/26 CK# 81675 02-50-401-201	\$118.53 118.53
TOTAL WATER FUND		\$100,414.18

## VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR MARCH, 2013

PAGE: 6

RUN DATE: 03/20/13

RUN TIME: 02:40PM

HOTEL/MOTEL TAX FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	03/26 CK# 81630	\$8,238.53
1350 ADVERTISING 03-435-317	03-53-435-317	1,200.00
1356 ADVERTISING 03-435-317	03-53-435-317	4,400.00
1391 ADVERTISING 03-435-317	03-53-435-317	2,638.53
WLBK BURR RIDGE CHAMBER OF COM (2053)	03/26 CK# 81680	\$2,500.00
BUS EXPO 13 SPECIAL PROMOTIONAL EVENTS 03-436-379	03-53-436-379	2,500.00
TOTAL HOTEL/MOTEL TAX FUND		\$10,738.53

RUN DATE: 03/20/13  
RUN TIME: 02:40PM

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR MARCH, 2013  
SUMMARY ALL FUNDS

PAGE: 7

BANK ACCOUNT	DESCRIPTION	AMOUNT
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	81,590.28 *
02-110-105	WATER FUND-CHECKING 0010330283	100,414.18 *
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	10,738.53 *
	TOTAL ALL FUNDS	192,742.99 **

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION APPOINTING AN AUTHORIZED DELEGATE AND ALTERNATE DELEGATE TO THE SOUTH CENTRAL DUPAGE BENEFIT POOL ("SCDBP")

**AGENDA NO.****5e****AGENDA DATE:** 3/25/13

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

**SIGNATURE:**T. Halik

**LEGAL REVIEW:** N/A

**SIGNATURE:**N/A

**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)

The Village of Willowbrook is represented on the South Central DuPage Benefit Pool ("SCDBP") Board of Directors thru an appointed delegate and alternate delegate. The SCDBP Board meets on a monthly basis to review and discuss health insurance related matters with the plan administrator, Gallagher Benefits Services. The alternate delegate would attend meetings in the event that the primary delegate could not. The appointment to serve on the SCDBP Board of Directors is made by Resolution adopted by the Village Board.

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

Due to the resignation of Deputy Chief Paul Oggerino, it is now necessary to appoint a new alternate delegate to the SCDBP. Staff would recommend that Garrett Hummel be appointed as the authorized alternate delegate.

**ACTION PROPOSED:**

Adopt the attached resolution.

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION APPOINTING AN AUTHORIZED DELEGATE AND ALTERNATE  
DELEGATE TO THE SOUTH CENTRAL DUPAGE BENEFIT POOL ("SCDBP")

---

WHEREAS, the Village of Willowbrook participates in the South Central DuPage County Benefit Pool ("SCDBP"); and,

WHEREAS, it is necessary for each member of the SCDBP to appoint a delegate and alternate delegate to serve on the agency's Board of Directors; and,

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

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, Du Page County, Illinois, as follows:

SECTION ONE: That Tim Halik, Village Administrator of the Village of Willowbrook, be appointed authorized delegate to the SCDBP and that he be delegated the powers and duties as specified in the Intergovernmental Agreement creating the SCDBP.

SECTION TWO: That Garrett Hummel, Management Analyst of the Village of Willowbrook, be appointed alternate delegate to the SCDBP and that he be delegated the powers and duties as specified in the Intergovernmental Agreement creating the SCDBP.

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 25<sup>th</sup> day of March, 2013.

APPROVED:

---

Mayor

ATTEST:

---

Village Clerk

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

    NAYS: \_\_\_\_\_

    ABSTENTIONS: \_\_\_\_\_

    ABSENT: \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

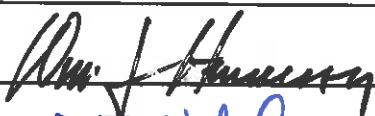
A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement – Janitorial Services – Between the Village of Willowbrook and Eco Clean Maintenance, Inc.

**AGENDA NO.****5f****AGENDA DATE:** 3/25/13

**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 March 11, 2013 NO  N/A

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

The Village's current contract for janitorial services is with Eco Clean Maintenance, Inc. This contract covers required janitorial cleaning services for the Village Hall facility. The contract period is from May 1, 2012 thru April 30, 2013 for the amount of \$17,388/year (\$1,449/mo.). This contract was initially awarded in April 2011 after a competitive bidding process. It has been the Village's practice to extend such service contracts for a subsequent year provided the service is acceptable and the price does not significantly change. Therefore, the contract was extended for another year in April of 2012. Eco Clean Maintenance, Inc. has provided satisfactory service to the Village and has agreed to extend the contract again with no increase in price. Attached, please find a contract rider ("Agreement") which references the existing contract specifications along with a resolution waiving the competitive bidding process and authorizing the Mayor and Village Clerk to execute the Agreement.

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

Staff recommends that the Mayor and Board of Trustees adopt the attached resolution authorizing the Mayor and Village Clerk to execute the Agreement between the Village of Willowbrook and Eco Clean Maintenance, Inc. for Village Hall janitorial services in the amount of \$17,388/year (\$1,449/mo.).

**ACTION PROPOSED:**

Adopt the Resolution

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – JANITORIAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND ECO CLEAN MAINTENANCE, INC.

---

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Eco Clean Maintenance, Inc., for the purposes of providing janitorial 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 Eco Clean Maintenance, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Eco Clean Maintenance, Inc. providing janitorial services to the Village of Willowbrook.

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

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

ADOPTED and APPROVED this 25th day of March, 2013

APPROVED:

---

Mayor

ATTEST:

---

Village Clerk

ROLL CALL VOTE:

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

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

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

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

AGREEMENT

THIS AGREEMENT made and entered into this 25th day of March, 2013, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Eco Clean Maintenance, 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 12-R-17, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Eco Clean Maintenance, Inc. for the purposes of providing facility cleaning services to the Village of Willowbrook for the period from May 1, 2012, to April 30, 2013, 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, 2013, to April 30, 2014, with the total amount not to exceed \$17,388.00 (\$1,449.00/mo.); and,

WHEREAS, Eco Clean Maintenance, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.), as agreed to by a letter to the Village dated March 4, 2013, 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 Eco Clean Maintenance, Inc. hereby extend the term of the Contract for the period from May 1, 2013, to April 30, 2014, with the total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.).

Section 3. Notwithstanding anything to the contrary, Eco Clean Maintenance, Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2013, to April 30, 2014, 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

Eco Clean Maintenance, Inc.

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

ATTEST:

**EXHIBIT "A" TO AGREEMENT**

***ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:***

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
JANITORIAL SERVICES**

**CONTRACT PERIOD: MAY 1, 2012 – APRIL 30, 2013**

**BIDDER: ECO CLEAN MAINTENANCE, INC., 5862 N. Milwaukee Ave., Chicago, IL 60646**

***APPROXIMATELY SEVENTY-ONE (71) PAGES***

RESOLUTION NO. 12-R- 17

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – JANITORIAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND ECO CLEAN MAINTENANCE, INC.

---

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Eco Clean Maintenance, Inc., for the purposes of providing janitorial 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 Eco Clean Maintenance, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Eco Clean Maintenance, Inc. providing janitorial 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 9th day of April, 2012.



APPROVED:

Robert A. Napoli  
Mayor

ATTEST:

*Levon R Hansen*  
Village Clerk



ROLL CALL VOTE:

AYES: Baker, Berglund, Davi, Kelly, Mistele, Terrell

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: -0-

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of April, 2012, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Eco Clean Maintenance, 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-11, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Eco Clean Maintenance, Inc. for the purposes of providing facility cleaning 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 \$17,388.00 (\$1,449.00/mo.); and,

WHEREAS, Eco Clean Maintenance, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.), as agreed to by a letter to the Village dated March 26, 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 Eco Clean Maintenance, Inc. 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 \$17,388.00 (\$1,449.00/mo.).

Section 3. Notwithstanding anything to the contrary, Eco Clean Maintenance, Inc. 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: Robert Q. Napoli  
Mayor

ATTEST:

Leroy Hanson  
Village Clerk

Eco Clean Maintenance, Inc.

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

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

ATTEST:

**EXHIBIT "A" TO AGREEMENT**

***ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:***

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
JANITORIAL SERVICES**

**CONTRACT PERIOD: MAY 1, 2011 – APRIL 30, 2012**

**BIDDER: ECO CLEAN MAINTENANCE, INC., 5862 N. Milwaukee Ave., Chicago, IL 60646**

***APPROXIMATELY SIXTY-FIVE (65) PAGES***

RESOLUTION NO. 11-R- 11

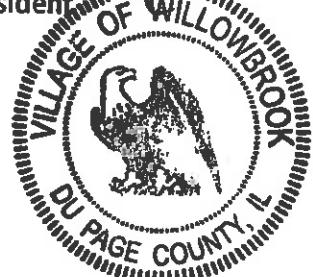
A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – JANITORIAL SERVICES – ECO CLEAN MAINTENANCE, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized to execute a certain contract, Eco Clean Maintenance, Inc., for the 2011/2012 Janitorial Services Contract in an amount not to exceed \$17,388.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 11<sup>th</sup> day of April, 2011.

APPROVED:

Robert Q. Napoli  
Village President



ATTEST:

Deborah A. Hall  
Village Clerk - Deputy

ROLL CALL VOTE:

AYES: Baker, Kelly, Mistele, Davis, Trull

NAYS: None

ABSTENTIONS: None

ABSENT: Schoenbeck

**BID PROPOSAL  
FOR  
THE VILLAGE OF WILLOWBROOK  
BY  
ECO GREEN MAINTENANCE, INC.**



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## LEGAL NOTICE

### Village President

Robert A. Napoli

### Village Clerk

Leroy R. Hansen

### Village Trustees

Dennis Baker

Umberto Davi

Terence Kelly

Michael Mistele

Paul Schoenbeck

Frank A. Trilla

## REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **Janitorial Services for the Village Hall and Police Department**, in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527. Completed bids are due in the office of the Willowbrook Village Hall no later than 10:30 am on April 4, 2011, where said bids will be opened and publicly read aloud. There is also a mandatory pre-bid meeting to be held on Friday, March 11, 2011 at 10:00 AM to review the Village Hall facility. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.



## ECO CLEAN MAINTENANCE, INC.

March 17, 2011

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Dear Sir/Madam:

I would like to take this opportunity to introduce our company. We are a commercial janitorial company specializing in providing state of the art janitorial services to companies with diversified requirements. We are very confident that our extremely competitive rates and the highest standard of services in the industry could be an added benefit to your company.

QUALITY CONTROL AND EXCELLENT ON PREMISES SUPERVISION are only two of a long list of reasons that separate us from our competition.

In *Eco Clean Maintenance, Inc.* we believe that we offer outstanding customer service and satisfaction that our clients deserve, expect and will receive.

Enclosed please find projected price list for janitorial services to be provided at Village of Willowbrook.

Thank you for your time and I am looking forward to hearing from you. If you have any questions, please do not hesitate to contact me at 773-310-2002.

YOUR SATISFACTION MEANS OUR SUCCESS!

Truly yours,

Arkadiusz Grabowski

1900 E. Golf Road • Suite 950 Schaumburg, IL 60173  
877-GO-ECO-01 (877-463-2601) • FAX 773-930-3353  
EMAIL [ecocleanmaintenance@yahoo.com](mailto:ecocleanmaintenance@yahoo.com)



## **ECO CLEAN MAINTENANCE, INC.**

March 17, 2011

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Dear Sir/Madam:

Eco Clean Maintenance, Inc. has been engaged in the contracting business under the present name for almost three (2) years. It is a corporation established on December 12, 2008 in State of Illinois (See attached Certificate of Good Standing).

We have the following equipment available to complete the work:

- Mops
- Buckets
- Dusters and dust mops
- Side-by-side scrubbers
- Vacuum cleaners
- Carpet extractors (if necessary)
- Auto-scrubbers (if necessary)
- Buffers, etc.

Currently we employ 40 full-time staff members. Our company's Safety Supervisor is responsible for training of the new as well as the existing employees on a regular basis. Moreover, in order to provide our clients with the best quality of services, our supervisors are also required to complete the follow-up training in every 3 months of their employment. Our HR Department, Hiring Manager is responsible for recruiting process which includes the interview stage and employees screening procedures. Among all required forms, we always insist on filing out Form I-9 to verify prospective candidate's legal status. At all times, without exception, we require at least 4 documents showing claimed legal status. Upon the satisfactory results from character screening, verification of previous employment and recommendation letters, the candidate is interviewed by our Hiring Manager.

Eco Clean Maintenance, Inc. believes that employees are the most important factor of company's outstanding performance. Therefore, in order to meet with the clients' requirements, proper and professional training is mandatory. Our clients can be assured that all our personnel is required to complete 2 weeks of extensive training program prior to being assigned to new task.

Eco Clean Maintenance, Inc. believes that personnel's attire stands for company's good image. Therefore our employees are required to wear company's T-shirts and matching work pants. Also, the Identification Badge is attached to the uniform, if required.

The employees who will be actively engaged in the janitorial services at Village of Willowbrook are our highly trained and skilled staff members with average 8 years of experience who have performed satisfactorily on other contracts the company was awarded. Crew members who will be assigned to Village of Willowbrook speak fluent English. The supervisors who will be monitoring the



quality of the performance of the crew have been working for our company for 2 years and have 10- 5 years of experience.

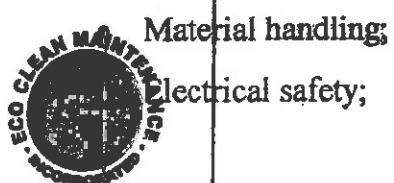
In addition, our company operates 24 hours a day and the emergency contact information will be provided upon request. Our office is located within 20 miles from the above referenced facilities.

As a recognized company among the janitorial and custodial services suppliers, established Quality Assurance Program in order to provide its clients with professional and outstanding services. In order to meet with the clients' requirements and regularly expand superior standards of service. We systematically examine the level of our services.

Eco Clean Maintenance, Inc. is aware of diversity of services required by different clients. Therefore, we organize a "personalized quality plan" for our clients in order to meet with the mandatory responsibilities. We combine the procedure with the methods and frequencies for required work using the quality standards.

Our company's health and safety program is evaluated annually. However, we would like to be certain that our employees understand the health and safety training sessions required before starting new assignment. This includes review and monitoring of reported incidents at the job sites which become significant in upgrading and modifying our training programs.

Another way of keeping our employees safe and providing our clients with the best quality of service is through our safe work procedures. Our employees are required to recognize the simple procedures, like how to protect their own health and provide the safety work environment when performing particular job. Eco Clean Maintenance, Inc. provides its workers with customized operating procedures guidelines which differ from one another and depend in the type of performing work. The standards procedures include the following regulations:



Material handling;

Electrical safety;

- Emergency evacuation;
- Variety of required and allowed products, etc.

In Eco Clean Maintenance, Inc. we are proud of our safety and health programs. Our employees are well-informed about hazard issues. We are trying to keep our workers posted about the latest governmental regulations.

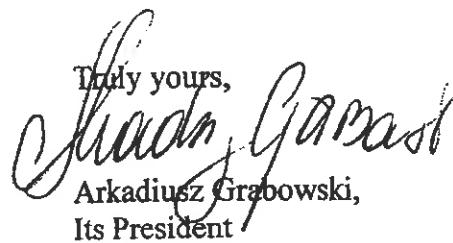
Enclosed please find our references showing our performance record (client, address, contact information, length of each contract, description of services, approximate contract amount).

There are no defaulted contracts or contracts which resulted in lawsuits. None of our officers filed for bankruptcy or were associated with contracts which resulted in lawsuits or contracts defaulted.

Eco Clean Maintenance, Inc. will provide a performance bond for amount of the contract with the following surety company:

Brunswick Companies  
Attn.: Mark Levinson  
2857 Riviera Drive  
Akron, OH 44333  
Ph: 330-865-4265  
Fax: 330-864-8661  
email: [mlevinson@brunswickcompanies.com](mailto:mlevinson@brunswickcompanies.com)

If you have any additional questions or concerns, please do not hesitate to contact us.

Truly yours,  
  
Arkadiusz Grabowski,  
Its President



ECO CLEAN MAINTENANCE, INC.

SPECIFICATIONS AND CONTRACT DOCUMENTS  
for

**Janitorial Services**

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, 2011 thru April 30, 2012

ACCOUNT NUMBER:

N/A

BID DEPOSIT:

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

BOND(S) REQUIRED:

Performance Security *(See Page 4, Item 6)*

DRAWINGS:

N/A

BID OPENING - DATE/TIME/LOCATION:

April 4, 2011 at 10:30 AM

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

Issued by:

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

(1)

## BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item listed. Bids will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until April 4, 2011 at the time shown below, at which time they will be opened and publicly read aloud.

<u>Contract #</u>	<u>Bid Item</u>	<u>Bid Opening</u>
2011-01	Janitorial Services	April 4, 2011 at 10:30 AM

Specifications may be obtained at the Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Municipal Services Department at (630) 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, audio tape, and/or computer disk.

## I. GENERAL CONDITIONS

### 1. DEFINITIONS

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

A. BIDDER shall mean (insert vendor name and address):

Eco Clean Maintenance, Inc  
1900 E. Golf Rd, Suite 950  
Schaumburg IL 60173

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

### 2. PREPARATION AND SUBMISSION OF BID

The Bidder must submit his/her bid in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the bid 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 bid 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 BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

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

### 3 WITHDRAWAL OF BIDS

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

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

#### 4 SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

## 5. BID DEPOSIT

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

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

## 6 SECURITY FOR PERFORMANCE

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

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

## 7. EQUIVALENT PRODUCTS

**VALENT 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.

**8. 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.

**9. 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.

**10. 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.

**11. DELIVERY**

All materials shipped to the Village of Willowbrook must be shipped F.O.B. freight prepaid, designated location Willowbrook, Illinois. The materials must then be delivered where directed, and unloaded by the successful 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.

**12. GUARANTEES AND WARRANTIES**

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

**13. 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.

**14. 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.

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

The equipment supplied to the Village of Willowbrook must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

## 19. 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.

## 20. TERMINATION OF CONTRACT

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

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

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

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

## **21. EQUAL EMPLOYMENT OPPORTUNITY**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**22. INSURANCE SPECIFICATIONS**

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

**TYPE OF INSURANCE****MINIMUM INSURANCE COVERAGE****COMMERCIAL GENERAL LIABILITY**

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

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

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

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

Business Automobile Liability  
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.

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

### 23. INSURANCE POLICY(S) ENDORSEMENT

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

VILLAGE OF WILLOWBROOK ("The Village")

Attention: Administration Department

7760 Quincy Street

Willowbrook, Illinois 60527

#### A. POLICY INFORMATION.

1. Insurance Company Sentinel Insurance
2. Policy Number 635BAFV5259
3. Policy Term: (From) 02/10/2011 (To) 02/10/2012
4. Endorsement Effective Date To be provided
5. Named Insured Eco Clean Maintenance, Inc
6. Address of Named Insured 1900 E. Golf Rd, #950,  
Schaumburg, IL 60173
7. Limit of Liability Any One Occurrence/  
Aggregate \$ 2,000,000
8. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ N/A

(11)

## **B. VERIFICATION OF COVERAGE**

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

In the event that the successful Bidder(s) fails to furnish the insurance coverage within fourteen (14) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

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

## **C. POLICY AMENDMENTS.**

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

### **1. INSURED.**

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

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

**2. CONTRIBUTION NOT REQUIRED.**

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

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

**3. SEVERABILITY OF INTEREST.**

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

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

**4. SUBCONTRACTORS.**

**(ALL COVERAGES)**

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

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

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

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

**6. CANCELLATION NOTICE.**

**(ALL COVERAGES)**

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

**7. SUBROGATION.**

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

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

**8. ACCEPTABILITY OF INSURERS.**

**(ALL COVERAGES)**

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

**9. ASSUMPTION OF LIABILITY.**

**(ALL COVERAGES)**

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

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

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

Signature of:

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

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

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

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

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

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

**24. INDEMNITY HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the successful 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

Eco Clean Maintenance, Inc.

, as part of its bid on a  
(Name of Vendor)

contract for Janitorial Services 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.

"OFFICIAL SEAL"  
Matthew Lopardo  
Notary Public, State of Illinois  
Cook County  
My Commission Expires Nov. 20, 2013

By:

Shawn Gibbons  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 1 day of  
April, 20 11.

MY COMMISSION EXPIRES:

11/30/2017

Mar  
NOTARY PUBLIC

CONTRACT - Page One of Two

1. This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and Eco Clean Maintenance, Inc
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Eco Clean Maintenance, Inc agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

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

Eco Clean Maintenance, Inc.

By: Glenda Gemborys  
President, Artur Zdzislaw Gemborski

SUBSCRIBED AND SWORN BEFORE ME

This 1 day of April, 2011.

MY COMMISSION EXPIRES:

11/20/2013

(18)

NOTARY PUBLIC

"OFFICIAL SEAL"

Matthew Lopardo  
Notary Public, State of Illinois  
Cook County  
My Commission Expires Nov. 20, 2013

### 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

(Scal)

SUBSCRIBED AND SWORN BEFORE ME

**MY COMMISSION EXPIRES:**

**NOTARY PUBLIC**

(19)

## II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

### A. INTENT

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

### B. LOCATION OF UTILITIES

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

### C. TRAFFIC CONTROL AND PROTECTION

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

### D. EXAMINATION OF SITE

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

### E. ADDITIONAL WORK

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

### F. PREVAILING WAGES

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

#### **F. PREVAILING WAGES (CONTINUED)**

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.

## VILLAGE OF WILLOWBROOK

### **BID #2011-01 JANITORIAL SERVICES SPECIFICATIONS**

There will be a MANDATORY pre-bid walk-thru of the facility on

**FRIDAY, MARCH 11, 2011 AT 10:00 AM**

All bidders must participate in this walk-thru in order to submit a bid. Bidders will meet at the Village Hall Building located at 7760 Quincy Street, Willowbrook for directions please call 630-323-8215.

**VILLAGE OF WILLOWBROOK**  
**BID #2011-01 JANITORIAL SERVICES SPECIFICATIONS**

**I. GENERAL TERMS AND CONDITIONS**

**A. GENERAL SPECIFICATIONS**

1. In submitting this bid, the Contractor declares that the only persons or parties interested in the proposal as principals are those named herein; and that the bid is made without collusion with another person, firm, or corporation.
2. The Contractor further declares that he or she has carefully examined the Bid, Instructions to Bidders, Specifications, and Contract; and that he or she has inspected in detail the site of the proposed work and waives all right to plead any misunderstanding regarding the same.
3. The Contractor further understands and agrees that if this bid is accepted he is to furnish and provide all labor, services, materials, supplies, equipment, apparatus, and appliances as specified in this contract, except such materials as are to be furnished by the Village in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The Contractor further agrees that the Village may at any time during the progress of work covered by this contract order other work, and that all such work and materials shall be performed as extra work at the prices delineated in the contract, unless mutually agreed otherwise in advance of such work.
5. The Contractor further agrees to execute a contract for this work at time of bid proposal.
6. The Contractor further agrees to begin work on May 1, 2011 or as otherwise agreed with the Village of Willowbrook.

**B. EXAMINATION OF SITE**

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

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

**C. MEETING BEFORE WORK BEGINS**

It is mandatory that the Contractor meets with the Director of Municipal Services or his designee(s) prior to the start of work in order to review the contract specifications,

designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

**D. 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 damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

**E. PREVAILING WAGES**

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

**F. ADDITIONAL WORK**

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

**G. 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.

**H. 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.

**I. BILLING & PAYMENT**

Billing shall be submitted by the Contractor on a monthly basis. Payment will be made by Village thirty (30) days or sooner after receipt of statement from Contractor

when all work has been completed in a satisfactory manner and the specifications stated herein have been met.

**J. BILLING & PAYMENT**

Billing shall be submitted by the Contractor on a monthly basis. Payment will be made by the Village thirty (30) days or sooner after receipt of statement from Contractor when all work has been completed in a satisfactory manner and the conditions herein have been met.

**II. DETAILED CLEANING SPECIFICATIONS**

**A. LOCATIONS TO BE CLEANED**

These specifications cover the cleaning of the Village Hall building, which consists of the Police Department, Administration offices and lobby area. These specifications are not to be construed as exclusive. It is intended that the services provided by the Contractor include all functions normally considered a part of workmanlike, satisfactory custodial work, whether or not specifically listed herein. The Village of Willowbrook's satisfaction with the cleaning services performed shall be of the utmost importance. The Contractor's employees shall always be presentable, courteous and receptive to the direction of the Village's representatives. There shall be at least one member of the Contractor's work crew capable of understanding clear directions and conversing in the English language with the Village's representatives.

**B. DAYS OF SERVICE**

Services shall be performed on the days and times as described below for each facility

<b><u>FACILITY</u></b>	<b><u>DAYS</u></b>	<b><u>TIMES</u></b>
Police Department	Sun – Sat	after 11:30 pm
Administration	Mon – Fri	between 9:00 pm-6:00 am
Village Hall Lobby Area	Mon – Fri	between 6:00 pm-6:00 am

Service will not be required in the Village Hall, Police Department, or Village Hall lobby area on the following holidays: New Year's Eve, New Year's day, Memorial day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

**C. 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.

**D. UNIFORMS**

Uniforms are required to be worn (at least a smock or T-shirt with the corporate logo) and name tags are required for all employees. A picture ID with company logo must be on personnel at all times while cleaning at Village facilities.

**E. 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 they pertain to the cleaning service operations, as well as, by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

**F. SECURITY**

All cleaning service employees shall be carefully interviewed, screened, and reference checked by the Contractor before those employees are sent to any Village facility to commence providing services. Records of the same shall be provided to the Village by the Contractor for a specific cause, upon request. The Contractor shall agree to permit any person designated by the Village of Willowbrook to search any employee of the cleaning service. Any unusual occurrences will be reported immediately to the proper authority. Cleaning service personnel shall not disturb paper on desks, tables or cabinets. Cleaning crew is required to sign in and check out at the police department radio room on a daily basis.

**G. SUB-STANDARD WORK**

The Contractor recognizes that the Village, in its sole discretion, will determine whether the Contractor is performing in a timely and proper manner. By submitting a bill the Contractor is certifying that all work was completed as directed and specified in the contract and/or by Village representatives. Up to 20% will be deducted from the Contractor's monthly payments for documented instances of substandard workmanship. The deduction is taken from the payment for the month in which the substandard work was done.

**H. SUPPLIES**

The contractor shall supply all cleaning solutions, soaps, detergents, waxes, polishes, brooms, mops, rags, sponges, squeegees, buckets, mechanical polishers, buffers, vacuum cleaners and other items, tools or equipment needed to clean and sanitize the buildings. The following supplies will also be provided by the Contractor: paper towels to refill dispensers, soap for washrooms, toilet paper, urinal screens and waste can liners (see Attachment A). The Village of Willowbrook shall provide the Contractor with an appropriate secure area for the storage of cleaning supplies, implements and machinery; these implements, cleaning supplies and machinery will be kept in a sanitary and odor-free condition. All materials shall be stored in a manner/location as directed by the Village and such materials shall be moved by the Contractor if requested to do so by the Village. The contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all cleaning solutions, soaps, detergents waxes and polished being used as part of the cleaning contract.

**I. WALK-THROUGH INSPECTIONS**

Mandatory quarterly walk-through inspections with the cleaning supervisor will be scheduled with a Village's designee to observe and evaluate current service levels. Additional meetings will be at the Village's discretion. Punch list items must be completed no later than one week after notification from the Village. Punch list items not completed within the one week period will be subject to withholding 20% from the monthly payment for substandard work.

#### **J. FACILITY DESCRIPTION AND SERVICE INTERVALS**

Attached are descriptions of each facility and the service intervals for each area and each type of service to be performed. There are twenty-six (26) pages included in this section and it will be the responsibility of the Contractor to follow these directions. The Village of Willowbrook has invested considerable time in developing this section of the specification and expects that the specifications will be followed.

No other service intervals or service level will be allowed unless specifically authorized in writing by the Village of Willowbrook Director of Municipal Services.

There will be a **MANDATORY** pre-bid walk-thru of the facility on Friday, March 11, 2011 at 10:00 AM. All bidders must participate in this walk-thru in order to submit a bid. Bidders will meet at the Village Hall Building located at 7760 Quincy Street, Willowbrook. For directions please call 630-323-8215.

#### **K. OPTIONS**

##### **1. Carpet Cleaning**

Cleaning of carpet on an as requested basis. Carpet cleaning and floor waxing will be completed during the times listed under "Days of Service" and shall be done with minimum disruption. Furniture must be moved during stripping and waxing of the floor as well as during carpet cleaning and returned in its proper place upon completion.

##### **2. Initial Cleaning**

The initial cleaning will require a total cleaning of all facilities and shall include all items listed on the specification sheets for daily, weekly, bi-weekly, monthly, quarterly and semi-annually. The Village will allow two weeks to complete the initial cleaning (May 2 – May 16, 2011). This cleaning will be used to bring the facilities up to the best standards possible.

#### **L. MISCELLANEOUS SERVICES**

The Contractor shall be responsible for immediately reporting any severe irregularities that are discovered during the course of working in the Village facilities. These may include unlocked doors, broken windows, defective plumbing, as well as loose railings, etc.

#### **M. PROHIBITED ACTIONS**

The Contractor shall maintain proper security at all facilities in which work is being conducted. This includes, but is not limited to, keeping doors locked (i.e. not propping them open) and no unauthorized individuals shall be admitted into any building at any time by the Contractor.

N.

#### **ADDITIONAL SERVICES / EMERGENCY CONDITIONS**

The Contractor shall be capable of temporarily providing additional services and/or increased frequency of service if necessary due to emergency conditions or special use of the building (i.e. special public meetings on a weekend). Except for emergency conditions, the Village shall provide twenty-four (24) hour notice that increased services shall be required. Additional services outside of normal working hours and days of service, or requiring additional help during normal working hours, shall be paid at the hourly rate indicated in the contract.

**VILLAGE OF WILLOWBROOK**  
**BID - #2011-01 JANITORIAL SERVICES**

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This bid shall remain in force and effect for a twelve (12) month period, from May 1, 2011 through April 30, 2012.

<u>Facility</u>	<u>Address</u>	<u>Cost Including Supplies</u>
Village Hall Building	7760 Quincy Street	\$ 1,449.00 monthly

**OPTIONS**

1. Carpet Cleaning	throughout building	\$ no charge per request
2. Initial cleaning	All Facilities	\$ no charge
3. Additional Cleaning	As needed (per person)	\$ 12.50 per hour

Rates for services listed for 2011/12-contract period will not increase more than 0 % for the 2012/13-contract period. At its sole discretion, the Village of Willowbrook may extend the contract for an additional one-year term beginning May 1, 2012 and concluding April 30, 2013.

Name of Bidder:

Eco Clean Maintenance, Inc

Address:

1900 E. Golf Rd, #950

Schaumburg, IL 60173

Telephone No.

877-463-2601

Fax No. 773-930-3353

Signature:

Chaday Gabay

Title:

President

Date:

03/12/11

Subscribed and sworn before me this 1 day of April, 2011.

My Commission Expires:

11/20/2013

Matthew Lopardo  
Notary Public

**"OFFICIAL SEAL"**  
Matthew Lopardo  
Notary Public, State of Illinois  
Cook County  
My Commission Expires Nov. 20, 2013

## REFERENCES

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

Company Name: Mokena Community Park District  
Address: 10925 LePorte Rd, Mokena, IL 60448  
Phone #: 708-372-8867 Fax: 708-479-5381  
Contact Person: Jim Vongenep  
Dates of Service (from - to): March 2009 to Present (December 2011)

Company Name: The Oaks Recreation & Fitness Center  
Address: 10847 LePorte Rd, Mokena, IL 60448  
Phone #: 708-372-1356 Fax: 708-390-2363  
Contact Person: Bill Buchholz  
Dates of Service (from - to): March 2010 to Present (March 2012)

Company Name: Egon Kotter Reclamation Plant  
Address: 559 S. Meacham Rd, Schaumburg, IL 60193  
Phone #: 847-584-5423 Fax: 847-584-5419  
Contact Person: Dana Bengtson  
Dates of Service (from - to): May 2010 to Present (May 2013)

Company Name: Calumet City Police Department  
Address: 1209 Pulaski Rd, Calumet City, IL 60409  
Phone #: 708-868-2500 Ext. 282 Fax: e-mail: kglozer@calumetcity.org  
Contact Person: Lt. Kevin Glozer  
Dates of Service (from - to): February 2011 - Present (January 28, 2012)

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**POLICE DEPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi- WEEKLY	MONTHLY	QUARTERLY	ANNUAL	SPECIAL INSTRUCTIONS
							OFFICES
Desks							
dust & spot damp wipe top	x						
dust & damp wipe sides		x					
polish desktop (wood)			x				
Chairs							
vacuum fabric	x						
dust & damp wipe frame & base	x						
polish (wood)			x				
Wastebaskets							
empty & replace liner	x						
damp wipe interior/exterior		x					
empty recycling bin	x						
Filing cabinets/credenzas							
dust & spot damp wipe		x					
polish (wood)			x				
Wall Hangings							
dust		x					
Windows, Ledges & Frames							
dust frame and ledge			x				
damp wipe frame and ledge				x			
clean interior window					x		
dust blinds					x		

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

## POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Computers/Computer Screens							
dust	x						
clean	x						
Floors							
vacuum carpet	x						
damp mop tile floors	x						
buff tile floors							every 3 days
strip & wax tile floors					x		
Miscellaneous							
wipe light switches	x						
dust/damp wipe overhead lights			x				
dust/damp wipe hvac vents			x				
dust/damp wipe doors & frames			x				
spot clean wall	x		x				
damp/wipe telephones			x				
high dust for cobwebs			x				
<b>COMMON OFFICE AREAS &amp; HALLWAYS</b>							
Desks							
dust & spot damp wipe top	x						
dust & damp wipe sides		x					
polish desktop (wood)			x				
Partitions							
dust frames	x						
damp wipe frames			x				
vacuum fabric			x				
shampoo fabric				x			

BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

**POLICE DEPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi-	MONTHLY	QUARTERLY	ANNUAL	SEMI- ANNUAL SPECIAL INSTRUCTIONS
			WEEKLY	MONTHLY	QUARTERLY	ANNUAL	
Chairs							
vacuum (fabric)	x						
dust & damp wipe frame & base	x						
Wastebaskets							
empty & replace liner	x						
damp wipe interior/exterior		x					
empty recycling bins	x						
Filing cabinets/other structures							
dust & damp wipe		x					
polish (wood)			x				
Wall Hangings							
dust	x						
high-dust for cobwebs			x				
Windows, Ledges & Frames							
dust frame and ledge		x					
damp wipe frame and ledge			x				
clean interior window				x			
Computers/Computer Screens							
dust	x						
clean glass		x					
Floors							
vacuum carpet		x					
damp mop tile floors			x				
buff tile floors							
strip & wax tile floors						x	
							every 3 days

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

## POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
<b>Miscellaneous</b>							
wipe light switches	x						
dust/damp wipe overhead lights			x				
dust/damp wipe hvac bents			x				
spot clean kick plates	x						
polish kick plates		x					
empty outdoor ashtrays	x						
spot clean wells	x						
clean interior/ext door glass		x					
clean & disinfect water fountain	x						
clean vent on water fountain			x				
damp wipe telephones	x						
<b>RESTROOMS/LOCKER ROOMS</b>							
Sinks & Showers							
clean & disinfect	x						
heavy clean & scrub shower			x				
Commodes & Urinals							
clean & disinfect	x						
Partitions							
dust top & spot wash			x				
damp clean doors			x				
damp clean entire partition				x			
Metal & Hardware							
damp wipe & polish				x			

BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT		SPECIAL INSTRUCTIONS					
AREA & ITEM DESCRIPTION		DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	ANNUAL
Mirrors	spray clean	x					
Wastebaskets	empty & replace liner	x		x			
	damp wipe exterior & interior						
Floors	damp mop	x					
	vacuum	x					
	damp wipe baseboards		x				
	heavy clean & scrub tiles		x				
Lockers	dust	x		x			
	damp wipe		x				
Miscellaneous							
	spot clean walls	x					
	spot clean door & doorframe	x					
	spot clean light switch	x					
	refill dispensers/paper products	x					
	spot clean kick plates	x		x			
	polish kick plates				x		
KITCHEN/LUNCH ROOM							
Floors							
	damp mop	x					
	damp/wipe base boards		x				
	buff tile floor					x	
	strip & wax tile floors						
	every 3 days						

BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

**POLICE DÉPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI- WEEKLY	MONTHLY	QUARTERLY	SEMI- ANNUAL	SPECIAL INSTRUCTIONS
Chairs							
damp wipe seats	x						
damp wipe frames				x			
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior		x					
empty recycling	x						
Sink & Counter tops							
damp & disinfected	x						
Appliance							
damp wipe front	x		x				
dust top & sides			x				
clean inside of microwave		x					
clean coffee pot and machine	x						
damp wipe entire surface			x				
clean refrigerator (to be scheduled w/ Village representative beforehand)				x			
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						

BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

**POLICE DEPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
<b>JAIL CELLS/BOOKING AREA</b>							
Floors							
sweep & damp mop	x						
buff							every 3 days
strip & wax floor					x		
Table & Counter Tops							
clean & disinfect	x						
Chillers & Freezers							
damp wipe units	x						
clean & disinfect seats and frame		x					
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
Holding Cells							
clean & disinfect floors	x						or as needed
clean & disinfect sink	x						or as needed
clean & disinfect commode	x						or as needed
clean & disinfect bed frame	x						or as needed
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
damp wipe telephones		x					
clean interior/exterior windows			x				as needed

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

## ADMINISTRATION

OFFICES	AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi- WEEKLY	MONTHLY	QUARTERLY	SEMI- ANNUAL	SPECIAL INSTRUCTIONS
Desks	dust & spot damp wipe top	x						
	dust & damp wipe sides		x					
	polish desktop (wood)			x				
Chairs	vacuum fabric	x						
	dust & damp wipe frame & base	x						
	polish (wood)			x				
Wastebaskets	empty & replace liner	x						
	damp wipe interior/exterior		x					
	empty recycling	x						
Filing cabinets/credenzas				x				
	dust & spot damp wipe			x				
	polish (wood)				x			
Wall Hangings	dust	x						
Windows, Ledges & Frames	dust frame and ledge	x						
	damp wipe frame and ledge		x					
	clean interior window			x				
	dust blinds		x					

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

## ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Computers/Computer Screens							
dust							
clean glass							
Floors							
vacuum carpet	x						
wet mop tile floors	x						every 3 days
buff tile floors							
strip & wax tile floors					x		
Miscellaneous							
wipe light switches	x						
dust/damp wipe overhead lights			x				
dust/damp wipe HVAC vents			x				
dust/damp wipe door & frames			x				
spot clean walls	x						
damp wipe telephone			x				
high dust for cobwebs			x				
<b>COMMON OFFICE AREAS &amp; HALLWAYS</b>							
Desks							
dust & spot damp wipe top	x						
dust and damp wipe sides	x						
polish desktop (wood)				x			
Partitions							
dust frames	x						
damp wipe frames				x			
vacuum fabric					x		
shampoo fabric						x	

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	WEEKLY	MONTHLY/QUARTERLY	ANNUAL	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Chairs							
vacuum fabric	x						
dust & damp wipe frame & base	x						
Wastebaskets							
empty & replace liner	x						
damp wipe interior/exterior	x						
empty recycling bins	x						
Reception Area Counter Tops							
clean & spot dust	x						
Polish (wood)					x		
Reception Area Counter Tops							
dust & spots damp wipe		x					
Wall Hangings							
dust	x						
high-dust: for cobwebs	x						
Windows, Ledges & Frames							
dust frame and ledge	x						
damp wipe frame and ledge		x				x	
clean interior window			x				
Computers/Computer Screens							
dust		x					
clean glass			x				

BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

**ADMINISTRATION**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi-	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
			WEEKLY				
<b>Floors</b>							
vacuum carpet	x						
damp mop tile floors	x						
buff tile floors							every 3 days
strip & wax tile floors			x				
<b>Miscellaneous</b>							
wipe light switches	x						
dust/damp wipe overhead lights		x					
clean and wipe HVAC vents		x					
dust/damp wipe doors & frames		x					
spot clean kick plates	x		x				
polish kick plates			x				
empty outdoor ashtrays	x						
spot clean walls	x						
clean interior & exterior doors/less		x					
clean & disinfect water fountain	x						
clean vent on water fountain			x				
damp wipe telephones	x						
<b>RESTROOMS</b>							
Sinks & Showers							x
clean & disinfect							x
Commodes & Urinals							x
clean and disinfect							x

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**ADMINISTRATION**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi- WEEKLY	MONTHLY	QUARTERLY	SEMI- ANNUAL	SPECIAL INSTRUCTIONS
Partitions							
dust top & spot wash	x						
damp clean doors		x					
damp clean entire partition			x				
Metal & Hardware							
damp wipe & polish	x						
Mirrors							
spray clean	x						
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
Floors							
damp mop	x						
vacuum		x					
damp wipe base boards			x				
heavy clean & scrub			x				
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						
spot clean kick plates	x						
polish kick plates			x				
KITCHEN/LUNCH ROOM							
Floors							
damp mop		x					
damp wipe baseboards			x				

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

## ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
							every 3 days
buff tile floor							
strip & wax tile floors							
slack chairs when mopping lunchroom	x						
 Chairs							
damp wipe seats	x						
damp wipe frames		x					
 Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior		x					
empty recycling bins	x						
 Sink & Countertop							
clean & disinfect	x						
 Appliances							
damp wipe front	x						
dust top & sides		x					
damp wipe entire surface			x				
clean microwave inside and out			x				
clean refrigerator (to be scheduled w/Village representative beforehand)				x			
clean coffee pot and machine	x						

**BID #2011-01 JANITORIAL SERVICES****ATTACHMENT A****Cleaning Supplies for Janitorial Contract**

ITEM	DESCRIPTION
Bath Roll Tissue	2 ply or better
Roll Paper Towels	Full Size
Multi-Fold Towels	Tri-fold
Deodorant Blocks	
Bottle Soap for dispensers	
Aerosol room fresheners (Refills)	
Floor Soap	
Can Liners	16 Gallon
Can Liners	33 Gallon
Can Liners	55 Gallon
Paper Cups	4.5 oz
Toilet Bowl Cleaner	
Stainless Steel Cleaner	
Glass Cleaners	
Multi Purpose Cleaners	
Toilet Brushes	
Hand Dusters	
Vacuum Cleaner	at least 1
Floor Scrubbers	at least 1
Floor strippers/waxers	

## BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

### ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	Bi-	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
			WEEKLY				
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**VILLAGE HALL LOBBY**

AREA & ITEM DESCRIPTION		DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
<b>RESTROOMS</b>							
Sinks, Commodes & Urinals							
clean & disinfect	x						
Partitions							
dust top & spot wash	x						
damp clean doors		x					
damp clean entire partition			x				
Metal & Hardware							
damp wipe & polish	x						
Mirrors							
spray clean	x						
Wastebaskets							
empty & replace liner	x						
Floors							
damp mop	x						
damp wipe baseboards				x			
heavy clean & scrub floors				x			
seal brick floors							annually
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						
spot clean kick plates	x						

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**VILLAGE HALL LOBBY**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
			WEEKLY				
<b>ENTRANCEWAYS &amp; VESTIBULES</b>							
Door/windows							
clean glass interior/exterior	x						
dust/damp wipe frames/edges		x					
<b>Floors</b>							
damp mop	x						
heavy clean & scrub floors		x					
vacuum carpet runners	x						
<b>Furniture &amp; Display Cases</b>							
damp wipe reception counters	x						
dust displays, wall hangings		x					
clean glass			x				
<b>Outdoors</b>							
Empty garbage cans at front and rear and rear entrances		x					

## **REFERENCES:**

### **The Oaks Recreation & Fitness Center**

10847 LaPorte Rd.

Mokena, IL 60448

Phone: (708) 372-1316

Contact Person: Bill Bucholz

Job Description: Fitness Club Center

Building Size: 40,000 sq.ft.

Contract Period: March 2010- December 2011

Approximate contract amount: \$45,000.00

### **Mokena Community Park District**

10925 LaPorte Rd.

Mokena, IL 60448

Phone: (708) 372-8867

Contact Person: Jim VanGennep

Job Description: Offices and Facilities

Building size: 14,000 sq.ft.

Contract Period: March 2009 – December 2010

Approximate contract amount: \$36,000.00

### **Egan Water Reclamation Plant**

550 S. Meacham

Schaumburg, IL 60193

Phone: (708) 584-5423

Contact Person: Dan

Job Description: Offices and Facilities

Building Size: 65,000 sq. ft.

Contract Period: May 2010- May 2013

Approximate contract amount:\$90,000.00

**Calumet City Police Department**

1200 Pulaski Road

Calumet City, IL 60409

Phone: (708) 868-2500, Ext. 282

Contact Person: Lt. Kevin Glaser

Job Description: Offices and Facilities

Building Size: 35,000 sq. ft.

Contract Period: February 2011- January 28, 2012

Approximate contract amount:\$36,864.00

**West Chicago Community Education Center**

950 E. Roosevelt Road

West Chicago, IL 60185

Phone: (630) 231-3348

Contact Person: Debbie Black

Job Description: Offices and Facilities

Building Size: 8,000 sq.ft.

Contract Period: July 2010- July 2011

Approximate contract amount:\$9,000.00

**Bloomingdale Center for Independent Learning**

Town Square Bloomingdale

160 N. Main Street Bloomingdale



**ECO CLEAN MAINTENANCE, INC.**

Bloomingdale, IL 60108

Phone: (630) 942-4905

Contact Person: Terry Milani-Bruno

Job Description: Offices and Facilities

Building Size: 8,000 sq.ft

Contract Period: July 2010- July 2011

Approximate contract amount: \$9,000.00

**U.S.M. (Transfield Services Group)**

1880 Markley Street

Norristown, PA 19401

Phone: (908) 235-2405

Contact Person: Susan Andrews

Job Description: Services and Retail

Building size: 3,500 sq.ft. - 95,000 sq.ft.

Contract Period: December 2008- Present

Approximate contract amount: Payable varies per service (up to \$2,500.00 per service)

**Clarin**

927 North Shore Drive

Lake Bluff, IL 60044

Phone: (847) 457-6617

Contact Person: Monica Bloomfield

Job Description: Offices and facilities

Building size: 25,000 sq.ft.

Contract Period: August 2009 - April 2010

Approximate contract amount: \$5,000.00



**ECO CLEAN MAINTENANCE, INC.**

**Communication Science**

1550 Barclay Blvd.

Buffalo Grove, IL 60089

Phone: (847) 850-7500

Contact Person: Judy Franks

Job Description: Offices and facilities

Building size: 5,000 sq.ft.

Contract Period: July 2010 – July 2011

Contract amount: \$3,000.00

**Paragon Marketing Group**

7449 N. Natchez Ave, #100

Niles, IL 60714

Phone: (847) 676-6550

Contact Person: Jenny

Job Description: Offices and facilities

Building size: 10,000 sq.ft.

Contract Period: September 2010 – September 2011

Contract amount: \$9,000.00

**Walgreen Company**

4339 DiPaolo Center

Glenview, IL 60025

Phone: (847) 257-4820

Contact Person: Jim

Job Description: Offices and facilities

Building size: 10,000 sq.ft.

Contract Period: October 2010 – October 2011

Contract amount: \$15,000.00



File Number

6647-166-7



*To all to whom these Presents Shall Come, Greeting:*

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ECO-CLEAN MAINTENANCE INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 2008, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of FEBRUARY A.D. 2010*



Authentication #: 1003401604

Authenticate at: <http://www.cyberdriveillinois.com>

*Jesse White*

SECRETARY OF STATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER'S NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY STATE, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policies must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require such endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

T.A. Cummings Jr. Company  
4153 Main St.  
Skokie, IL 60076

## INSURED

ECO Clean Maintenance, Inc  
1900 E Golf Road  
Suite 950  
Schaumburg, IL 60173

CONTACT NAME:	(847) 679-7350	FAX (A/C, No.): (847) 679-7361
PHONE NUMBER:		
ADDRESS:		
BUYER/SELLER/COMPANY ID#:		
INSURER(A) AFFORDING COVERAGE	NAIC #	
Appalachian Underwriters Inc		
INSURER(B): Sentinel Insurance Company		
INSURER(C):		
INSURER(D):		
INSURER(E):		
INSURER(F):		

## REVISION NUMBER:

## COVERAGES

## CERTIFICATE NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDE INSR INSR W/WD	INSURER NUMBER	POLICY EFF. MM/DD/YY	POLICY EXP. MM/DD/YY	LIMITS
B	GENERAL LIABILITY			02/10/2011	02/10/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRC JECT LOC					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
	Hired AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB	OCCUR				
	EXCESS LIAB	CLAIMS-MADE				
	DEDUCTIBLE					
A	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A			X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA. EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 25 if more space is required)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 25 if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*T.A. Cummings*

Scott Cummings / WASH09

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# Certificate of Completion



This Certificate That

Agnieszka B Dudek

Is Awarded This Certificate for

OSHA - 10 Hour General Industry Outreach Training Program w/ PDF Study Guide

Course ID:

Completion Date: 12/29/2010 09:34:06 CST

Certificate Number:

Student Signature

Michael Millsap, Trainer C 0034819 and G 0021414

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 20-SUR-211376

*AIA Document A310*

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS,** that we

Eco-Clean Maintenance, Inc.

1900 E Golf Rd. #950 Schamburg, IL 60173

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

American Safety Casualty Insurance Company 444 Ocean Blvd., 18th Floor Long Beach, CA 90802

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

Village of Willowbrook

7760 Quincy Street Willowbrook, IL 60527

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Nine Hundred Thirty Dollars

(\$ 930.00 ) 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

Janitorial Services, Janitorial Services, located in IL

(Here insert full name, address and description of project)

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 31<sup>st</sup> day of March, 2011

(Witness)

Eco-Clean Maintenance, Inc.

(Seal)

Arkadiusz Grabowski

(Witness)

American Safety Casualty Insurance Company

(Surety)

(Seal)

Mark Levinson, Attorney-in-Fact

AIA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN  
INSTITUTE OF ARCHITECTS, 1735 N Y. AVE., N.W. WASHINGTON, D.C. 20006

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NUMBER  
20-SUR-211376

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

**Mark Levinson**

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

**ALL OBLIGEES**

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

**\*\*ONE MILLION DOLLARS (\$1,000,000.00)\*\***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 6<sup>th</sup> day of August, 2009.

**RESOLVED**, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

**RESOLVED FURTHER**, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

**RESOLVED FURTHER**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6<sup>th</sup> day of August, 2009

Attest

Ambuj Jain  
Ambuj Jain

STATE OF GEORGIA

COUNTY OF COBB



Joseph D. Scoll Jr.

On this 6<sup>th</sup> day of August, 2009, before me personally came Joseph D. Scoll Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by his order.

JAMI BAILEY  
Notary Public, Hall Co., GA  
My Commission Expires Aug. 13, 2012

Jami Bailey  
Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia



Dated this 31<sup>st</sup> day of March, 2011

Ambuj Jain  
Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS  
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL



ECO CLEAN MAINTENANCE, INC.

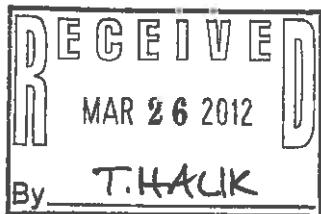


EXHIBIT "B"

March 26, 2012

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

Re: Cleaning Services Contract Extension

Dear Mr. Halik:

We are pleased to inform that Eco Clean Maintenance, Inc. would be willing to extend the contract for an additional year at no additional increase in the contract price.

If you have any questions, please do not hesitate to contact our office.

*Shawn Grabowski*  
Truly yours,  
Eric Grabowski

5862 N. Milwaukee Avenue • Chicago, IL 60646  
877-GO-ECO-01 (877-463-2601) • FAX 773-930-3353  
EMAIL. [ecocleanmaintenance@yahoo.com](mailto:ecocleanmaintenance@yahoo.com)



EXHIBIT "B"

**ECO CLEAN MAINTENANCE, INC.**

RECEIVED

MAR - 6 2013

VILLAGE OF  
WILLOWBROOK

March 4, 2013

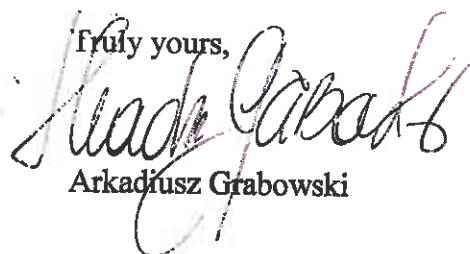
**Tim Halik**  
Village Administrator  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

**Re: Cleaning Service Contract Extension**

Dear Mr. Halik,

We are pleased to inform you that Eco Clean Maintenance, Inc. would be willing to extend the Contract for Janitorial Services between Eco Clean Maintenance, Inc. ("Contractor") and the Village of Willowbrook ("Client") for an additional one-year at no increase in the current contract price.

If you have any questions, please do not hesitate to contact our office.

Truly yours,  
  
Arkadiusz Grabowski

# 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 MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND FALCO'S LANDSCAPING

**AGENDA NO.**
**5g**
**AGENDA DATE:** 03/25/13

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

**SIGNATURE:** T. Halik

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

**SIGNATURE:** W. J. Hennessy

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

**SIGNATURE:** T. Halik

**REVIEWED & APPROVED BY COMMITTEE:** YES  on 3/11/13 NO  N/A

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

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

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2007-2008	Falco's Landscaping	\$43,458.10	-
FY 2008-2009	Falco's Landscaping	\$45,631.00	+5%
FY 2009-2010	Falco's Landscaping	\$43,350.00	-5%
FY 2010-2011	Falco's Landscaping	\$43,350.00	0%
FY 2011-2012	Falco's Landscaping	\$44,217.00	2%
FY 2012-2013	Falco's Landscaping	\$44,217.00	0%

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

Staff has contacted Falco's to discuss a contract extension. Falco's has offered a two-year contract with a 3% price increase. The price increase requested is due to rising fuel costs. Therefore, the cost of the FY 2013/2014 season would be \$45,543.51, which reflects a \$1,326.51/yr. increase. The cost of the FY2014/2015 season would also be \$45,543.51, which reflects the same price (i.e., no increase from the previous year).

The Municipal Services Committee has discussed this item at their regular meeting on February 14, 2011 and recommends that the Village Board approve a two-year contract extension with Falco's with a 3% price increase in the first year, and no increase in the year following. As such, staff would recommend that the competitive bidding process be waived and a two-year contract be awarded to Falco's Landscaping.

### ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 13-R-\_\_\_\_\_

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

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

NOW, THEREFORE, BE IT RESOLVED by the 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 Falco's Landscaping, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Falco's Landscaping providing landscape maintenance services to the Village of Willowbrook.

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

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

ADOPTED and APPROVED this 25<sup>th</sup> day of March, 2013.

APPROVED:

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Mayor

ATTEST:

---

Village Clerk

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

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

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

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

AGREEMENT

THIS AGREEMENT made and entered into this 25 day of March, 2013, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Falco's Landscaping.

WITNESSETH:

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

WHEREAS, by Resolution 11-R-09, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Falco's Landscaping for the purposes of providing landscape maintenance services to the Village of Willowbrook for the period from May 1, 2011, to April 30, 2013, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract for two years, from May 1, 2013, to April 30, 2015, with the total cost not to exceed \$45,543.51 per year, for each of the two years; and,

WHEREAS, Falco's Landscaping has agreed to provide such services as set forth in the Contract for a cost amount not to exceed \$45,543.51 per year, as agreed to by a letter to the Village dated February 28, 2013, which is attached hereto and incorporated herein as Exhibit "B".

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

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

Section 2. The Village and Falco's Landscaping hereby extend the term of the Contract for the period from May 1, 2013, to April 30, 2015, with the cost amount not to exceed \$45,543.51 per year.

Section 3. Notwithstanding anything to the contrary, Falco's Landscaping hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2013, to April 30, 2014 and again for the subsequent period from May 1, 2014, to April 30, 2015, 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

Falco's Landscaping

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

ATTEST:

**EXHIBIT "A" TO AGREEMENT**

***ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:***

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

**CONTRACT PERIOD: MAY 1, 2011 – APRIL 30, 2013**

**BIDDER: FALCO'S LANDSCAPING, 4 N 151 5<sup>TH</sup> AVENUE, ADDISON, IL 60101**

***APPROXIMATELY SIXTY (60) PAGES***

RESOLUTION NO. 11-R- 09

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

---

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

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

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

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

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

ADOPTED and APPROVED this 14<sup>th</sup> day of March, 2011.

APPROVED:

Robert A. Napoli  
Village President

ATTEST:

Leroy R. Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: BAKER, Kelly, Mistele, Teilla

NAYS: 0

ABSTENTIONS: 0

ABSENT: DANL, 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 Falco's Landscaping.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

By: Robert Q. Napoli  
Village President

ATTEST:

Lloyd R. Hansen  
Village Clerk

Falco's Landscaping

By: Falconer's Lsco  
Its: PRESIDENT

ATTEST:

Diane Brownlie

**EXHIBIT "A" TO AGREEMENT**

***ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:***

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

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

**BIDDER: FALCO'S LANDSCAPING, 4 N 151 5<sup>TH</sup> AVENUE, ADDISON, IL 60101**

***APPROXIMATELY FIFTY-THREE (53) PAGES***

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**RESOLUTION NO. 09-R-11**

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

---

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

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

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

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

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

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

APPROVED:

Robert Q. Napoli  
Acting Village President

ATTEST:

Lisoy R Hansen  
Village Clerk

ROLL CALL VOTE:

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

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

AGREEMENT

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

**WITNESSETH:**

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

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

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

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

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

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

1.

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

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

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

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

VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

By: Robert A. Napoli  
Acting Village President

ATTEST:

Leroy Hanson  
Village Clerk

Falco's Landscaping

By: Falco Pasar  
Its: PRESIDENT

ATTEST:

Jacqueline Palade

RESOLUTION NO. 08-R-19

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

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

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

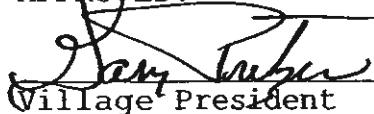
SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Falco's Landscaping, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Falco's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

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

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

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

APPROVED:



\_\_\_\_\_  
Harry Hansen

Village President

ATTEST:



\_\_\_\_\_  
Leroy Hansen

Village Clerk

ROLL CALL VOTE:

AYES: Bakee, Mistele, Brown, Napoli, McMahen

NAYS: 0

ABSTENTIONS: 0

ABSENT: Schoenbeck

AGREEMENT

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

## W I T N E S S E T H:

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

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

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

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

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

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

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

1.

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

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

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

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

**VILLAGE OF WILLOWSBROOK, an Illinois  
municipal corporation,**

By: \_\_\_\_\_  
Village President

ATTEST:

Village Clerk

## Falco's Landscaping

By: Palenik, Inc.  
Its: President

**ATTEST:**

Rajeev Khanna



State of Illinois )  
County of Cook )  
ss )

Subscribed and sworn to before me by  
Falleneweris Ross, this 9th day  
of April, 2008.

Rajeev Khanna  
Notary Public

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

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

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

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

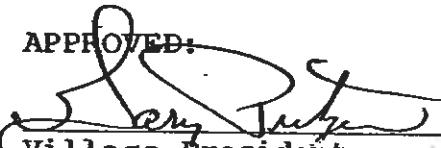
APPROXIMATELY THIRTY-SEVEN (37) PAGES

RESOLUTION NO. 07-R- 17

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

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized to execute a certain contract, Falco's Landscaping, for the 2007-2008 Landscape Maintenance Contract in an amount not to exceed \$43,458.10, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

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

APPROVED:  
  
Gary P. Pusack  
Village President

ATTEST:

  
Leroy Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Mistele, Bowe, Napoli, Scherbeck, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

# EXHIBIT "A"

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

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527  
March 5, 2007

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 16**

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

**BIDS TO BE EXECUTED IN DUPLICATE**

**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

**ALL INSURANCE REQUIREMENTS MUST BE MET**

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

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

**BID DEPOSIT:**

*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:**

**10:00 AM CST April 16, 2007  
WILLOWBROOK VILLAGE HALL  
7760 Quincy Street  
Willowbrook, Illinois 60527**

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

Philip J. Modaff  
Village Administrator

Sue Stanish  
Director of Finance

**BID NOTICE**

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

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

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

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

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

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

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

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

## I. GENERAL CONDITIONS

### A. DEFINITIONS

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

BIDDER shall mean:

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE.

ADDISON ILL. 60101

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

### B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

### C. WITHDRAWAL OF PROPOSAL

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

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

**D. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

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

**E. BID DEPOSIT**

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

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

**F. SECURITY FOR PERFORMANCE**

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

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

**G. EQUIVALENT PRODUCTS**

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

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

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

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

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

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

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

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

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

**P. SPECIAL HANDLING**

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

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**R. TOXIC SUBSTANCES**

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

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

**S. PRICE REDUCTIONS**

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

**T. TERMINATION OF CONTRACT**

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

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

**U. EQUAL EMPLOYMENT OPPORTUNITY**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

### **SUBCONTRACTS**

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

### **CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

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

### **V. INSURANCE SPECIFICATIONS**

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

#### **TYPE OF INSURANCE**

#### **MINIMUM INSURANCE COVERAGE**

##### **COMMERCIAL GENERAL LIABILITY**

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

**COMBINED SINGLE LIMIT PER OCCURRENCE  
FOR BODILY INJURY AND PROPERTY DAMAGE**

**\$1,000,000**

**PERSONAL INJURY PER OCCURRENCE**

**\$1,000,000**

**GENERAL AGGREGATE**

**\$2,000,000**

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#### **Business Automobile Liability COMBINED SINGLE LIMIT PER OCCURRENCE**

**Any Auto, Owned, Non-Owned FOR BODILY INJURY AND PROPERTY DAMAGE  
Rented/Borrowed**

**\$1,000,000**

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#### **Worker's Compensation and Occupational Diseases**

#### **STATUTORY LIMIT**

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#### **Employer's Liability Insurance per Occurrence**

**\$500,000**

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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.**

COMPLETE INFORMATION WILL BE PROVIDED IF  
AWARDED. THANK YOU.

Insurance Company PEKIN INSURANCE COMPANY  
Policy Number CLO048732-0  
Policy Term: (From) 7-23-05 (To) 7-23-07  
Endorsement Effective Date 5-16-07  
Named Insured FALCO'S LANDSCAPING  
41151 5TH AVENUE  
Address of Named Insured ADDISON, IL 60101  
Limit of Liability Any One Occurrence/ 1 million  
Aggregate \$ 2 million  
Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**2. VERIFICATION OF COVERAGE**

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

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as

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

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

### **3. POLICY AMENDMENTS.**

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

#### **A. INSURED.**

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

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

#### **B. CONTRIBUTION NOT REQUIRED.**

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

#### **C. SEVERABILITY OF INTEREST.**

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

#### **D. SUBCONTRACTORS. (ALL COVERAGES)**

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

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

**F. CANCELLATION NOTICE. (ALL COVERAGES)**

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

**G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)**

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

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

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

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

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

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

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

Signature of: 

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

Title: PRESIDENT / AGENT

Organization: HOMETOWNE INSURANCE SERVICES INC.

155 CHICAGO ROAD

Address: OSWEGO, IL 60543

Phone: 630-554-4040 Fax: 630-554-4104

**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: PELICU INSURANCE COMPANY

Name of Insured: FALCO'S LANDSCAPING

Policy Number: CL0048732-0

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

Endorsement Effective Date: 5-16-07

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

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

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

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

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

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

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL**

FALCO's LANDSCAPING INC

(Name of Contractor)

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

By: Falconeji Rosa  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 14<sup>th</sup> day of  
April, 20 07

MY COMMISSION EXPIRES:

3-22-11

Erica Herrera

NOTARY PUBLIC



**CONTRACT – Page One of Two**

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

---

(Village Seal)

**VILLAGE OF WILLOWBROOK**

Attest:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Administrator

---

IF A CORPORATION

(Corporate Seal)

**CORPORATE NAME**

Attest:

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

FALCO'S LANDSCAPING INC.  
By: Erica Herrera \_\_\_\_\_  
President

---

**SUBSCRIBED AND SWORN BEFORE ME**

This 14th day of April, 2007.

MY COMMISSION EXPIRES: \_\_\_\_\_

3-22-11

Erica Herrera

NOTARY PUBLIC



**CONTRACT - *Page Two of Two***

**IF A PARTNERSHIP**

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

**PARTNERS DOING BUSINESS UNDER THE NAME OF**

---

**SUBSCRIBED AND SWORN BEFORE ME**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**MY COMMISSION EXPIRES:** \_\_\_\_\_

---

**NOTARY PUBLIC**

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**IF AN INDIVIDUAL**

(Seal)

**SUBSCRIBED AND SWORN BEFORE ME**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**MY COMMISSION EXPIRES:** \_\_\_\_\_

---

**NOTARY PUBLIC**

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

### **A. INTENT**

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

### **B. LOCATION OF UTILITIES**

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

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

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

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

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

### **E. ADDITIONAL WORK**

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

### **F. PREVAILING WAGES**

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

### **G. PROTECTION OF EXISTING FACILITIES**

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

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

**H. BIDDER'S RESPONSIBILITY**

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

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

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

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

**J. TRESPASS ON LAND**

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

**K. COPIES OF DRAWINGS AND SPECIFICATIONS**

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

**L. PROTECTION OF PUBLIC**

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

**M. GUARANTEE**

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

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

**N. PAYMENT**

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

**O. ACCEPTANCE**

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

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### **III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT**

#### **A. EXAMINATION OF SITE**

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

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

#### **B. MEETING BEFORE WORK BEGINS**

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

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

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

#### **D. PREVAILING WAGES**

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

#### **E. SUBLETTING CONTRACT**

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

#### **F. DEFAULT**

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

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

**G. SAFETY**

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

**H. WORKMANSHIP**

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

**I. PENALTY FOR NON-COMPLETION**

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

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

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

**J. SUPERVISION AND TRAINING**

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

**K. WORKING HOURS**

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

**L. TRESPASS ON LAND**

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

**M. COSTS**

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

**N. TRAFFIC CONTROL**

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

**O. PROTECTION OF EXISTING FACILITIES**

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

**P. ACCESSIBILITY OF CONTRACTOR**

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

**Q. REFERENCES**

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

**R. BILLING & PAYMENT**

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

**S. RENEWAL AND EXTENSION**

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

**T. SPECIFIC CONDITIONS FOR LANDSCAPE MAINTENANCE TRASH AND DEBRIS**

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

**U. EQUIPMENT CONDITION**

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

**V. FUEL/OILING**

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

**W. FINAL APPEARANCE**

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

**Y. ADDITIONS OR DELETIONS**

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

**Z. OPTIONAL WORK**

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

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

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

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

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

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

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

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

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

**0. Village Parks**

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

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

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

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

\* includes both parkways on  
Roger's Farm Rd.

Total	39.2 acres
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**2. Roadside Rights of Way, Medians, and Specified Facilities**

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

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

2. 73 <sup>rd</sup> Ct. Pump house site	3.37 acres
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3. Village Hall	<u>.30</u> acres
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Total	28.34 acres
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**B. To be mowed and trimmed at least one (1) time in each two week period:**

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

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

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

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

61<sup>st</sup> Street and Bentley Ave. - 650 feet east from Bentley Ave. on 61<sup>st</sup> St.; northern right of way and 150 feet north from 61<sup>st</sup> eastern right of way.

59<sup>th</sup> St and Clarendon Hills Rd. - 75 feet north from 59<sup>th</sup> St on Clarendon Hills Rd. western right of way; 75 feet west from Clarendon Hills Rd northern right of way 59<sup>th</sup> St; 75 feet south from Clarendon Hills Rd. western right of way of Clarendon Hill Rd; 75 feet west from Clarendon Hills Rd. on 59<sup>th</sup> St. southern right of way of 59<sup>th</sup> St.

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

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

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

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

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

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

**79<sup>th</sup> Street – North Right-of Way** – addresses 228 and 234 = 400' x 20'

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

**65<sup>th</sup> St - North Right-of Way of 65<sup>th</sup> St** – addresses 364-368-372 = 320' x 15'

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

#### **Trimming**

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

#### **CC. AERATION OF PARKS, ROADSIDE RIGHTS OF WAY, MEDIANs, AND SPECIFIED FACILITIES**

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

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

**1. PARKS**

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

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

**2. ROADSIDE RIGHTS OF WAY, MEDIANs, AND SPECIFIED FACILITIES**

Village Hall	.30
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**DD. PLANTING BED MAINTENANCE**

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

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

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

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

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

## DD. REQUIREMENTS FOR ALTERNATE BIDS

### 0. Additional Mowing

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

### 0. Additional Aeration

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

### 0. Tree Ring Maintenance

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

### 0. Tree Fertilization

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

## Village of Willowbrook

### LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

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

#### Mowing and Trimming

A.	Parks (Section III-BB-1)	\$ <u>19,600.00</u>
B.	Roadside Rights of Way, Medians, and Specified Facilities (Section III-B-2)	\$ <u>14,170.00</u>

#### Aeration

A.	Parks (Section III-CC-1)	\$ <u>2,548.00</u>
B.	Roadside Rights of Way, Medians and Specified Facilities - Village Hall only (Section III-CC-2)	\$ <u>1,842.10</u>

#### Planting Bed Maintenance

A.	Parks (Section III- DD-1)	\$ <u>2,502.00</u>
B.	Roadside Rights of Way, Medians, and Specified Facilities (Section III-DD-2)	\$ <u>2,796.00</u>

#### TOTAL – Mowing/Trimming, Aeration, Planting Bed Maintenance (Sections BB, CC and DD)

\$ 43,458.10

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

\$ 15.00 OR TIME AND MATERIAL BASIS

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

\$ 500.00 P/ ACRE

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

\$ 30.00 OR TIME & MATERIAL BASIS.

## Village of Willowbrook

### LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2

#### (CONTRACT EXTENTION)

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

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

Company: FALCO'S LANDSCAPING INC.  
Address: 4 N 151 5TH AVE.  
ADDISON, IL 60101  
Telephone No. 630 458-0994 Fax No. 630 458-0996  
Signature: Falconer's Pen  
Name and Title: (Please Print) FALCONER'S RIGHTS (PRESIDENT)  
Date: 4/14/07  
Subscribed and sworn before me this 14th day of April, 2007

MY COMMISSION EXPIRES: 3-22-11

Erica Herrera  
NOTARY PUBLIC



## REFERENCES

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

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

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

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

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

**CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS**

## **LABOR RATES**

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

## EQUIPMENT RATES

# AFFIDAVIT

Customer	5326
Reference	1737 Landscape M
Amount	\$81.80

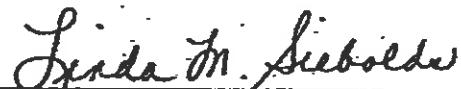
VILLAGE OF WILLOWBROOK  
7760 QUINCY ST  
WILLOWBROOK, IL 60521

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

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

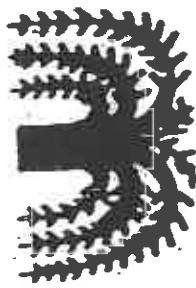
That a notice, of which the annexed printed slip is a true copy, was published 1 (one) time in said Liberty Suburban Chicago Newspapers, namely, once each week for one successive week(s). The first publication of said notice as aforesaid was made in said newspaper dated and published on the 7th day of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

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



Linda M. Siebolds  
Legal Advertising Manager  
Liberty Suburban Chicago Newspapers

<b>LEGAL NOTICE/PUBLIC NOTICE</b>	
<b>REQUEST FOR BIDS</b>	
<p>Notice is hereby given that the Village of Willowbrook is seeking bids for LANDSCAPE MAINTENANCE SERVICES, in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook, Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois, 60521. Completed bids are due in the office of the Willowbrook Village Hall no later than 10:00 am on April 16, 2007, where said bids will be opened and publicly read aloud. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.</p>	
<p>March 7, 2007 Liberty Suburban Newspapers 1737 Vill.</p>	



Village of Willowbrook  
7760 Dainey Street Willowbrook, Illinois 60521-5594  
708.323.8215  
Fax 708.323.0787

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

PROJECT: LANDSCAPE MAINTENANCE SERVICES

DATE AND TIME: MONDAY, APRIL 16, 2007 @ 10:00 AM  
OR BID OPENING:

DATE	PROPOSAL OR	TYPE OF SECURITY	BIDDERS PROPOSAL
4/16	C. GREEN	CERTIFIED CHECK	\$111,573.00
4/16	FALCOS	CERTIFIED CHECK	43,458.10
4/16	ALANIZ	BID BOND	73,052.00
4/13	BEARY LANDSCAPE	BID BOND	88,731.00
4/16	THE TLC GROUP	BID BOND	52,656.42
4/16	SEBET LANDSCAPE	BID BOND	45,471.00

143220283204 New 1204 M 0800-1570704

**HARRIS**

BANK CHECK

878501957

22-077020

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

TO THE  
ORDER OF VILLAGE OF WILLOWSBROOK  
DATE  
04/14/2007  
AMOUNT  
\$2,172.90

REMITTER FALCO'S LANDSCAPING

Authorized Signature

Drawer: Harris N.A. - 29

(4213)

*John C. Falco*

MEMO

10 14 3 2 2 2 10 20009791: 680087850195741#

# EXHIBIT "B"

## FALCO'S LANDSCAPING INC.

4 N 151 5<sup>TH</sup> AVE. ADDISON IL. 60101  
PH (630) 458-0994 FX (630) 458-0996

RECEIVED

March 26, 2008

MAR 28 2008

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

VILLAGE OF WILLOWBROOK  
MUNICIPAL SERVICES DEPT.

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

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

NEW TOTAL \$ 45,631.00

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

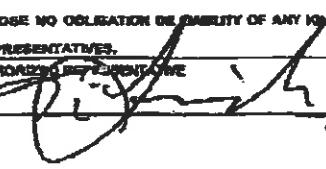
Sincerely;  
Falco Rosas  
FALCO'S LANDSCAPING INC  
President

*Falco Rosas*

PROPOSAL ACCEPTANCE  
as an Agent for:  
VILLAGE OF WILLOWBROOK

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

ACORD <sub>®</sub> CERTIFICATE OF LIABILITY INSURANCE				DATE PERIOD/TERM 3/25/2008													
PRODUCER HOMETOWNE INSURANCE SERVICES, INC. 155 CHICAGO ROAD OSWEGO, IL 60543		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.															
INSURED FALCO'S LANDSCAPING C/O FALCONERIS ROSAS 4N151 5TH AVENUE ADDISON, IL 60101		INSURERS AFFORDING COVERAGE		NAIC #													
		INSURER A: PEKIN INSURANCE		24228													
		INSURER B:															
		INSURER C:															
		INSURER D:															
		INSURER E:															
COVERAGES																	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																	
INSURANCE LINE NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JCT <input type="checkbox"/> LOC	CL0048732-0	7/23/2005	7/23/2008	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Per occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																
DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000																
MED EXP (Any one person)	\$ 5,000																
PERSONAL & ADV INJURY	\$ 1,000,000																
GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS - COMP/OP AGG	\$ 2,000,000																
X	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	P615444	7/23/2005	7/23/2008	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ex accident)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$ 1,000,000</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$ 1,000,000</td></tr> </table>	COMBINED SINGLE LIMIT (Ex accident)	\$	BODILY INJURY (Per person)	\$ 1,000,000	BODILY INJURY (Per accident)	\$ 1,000,000	PROPERTY DAMAGE (Per accident)	\$ 1,000,000				
COMBINED SINGLE LIMIT (Ex accident)	\$																
BODILY INJURY (Per person)	\$ 1,000,000																
BODILY INJURY (Per accident)	\$ 1,000,000																
PROPERTY DAMAGE (Per accident)	\$ 1,000,000																
	<input type="checkbox"/> <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: AGG</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: AGG	\$								
AUTO ONLY - EA ACCIDENT	\$																
OTHER THAN AUTO ONLY: AGG	\$																
X	<input checked="" type="checkbox"/> EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ 0	CU18719-0	7/23/2005	7/23/2008	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$		\$		\$		
EACH OCCURRENCE	\$ 1,000,000																
AGGREGATE	\$ 1,000,000																
	\$																
	\$																
	\$																
X	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS DRAFT	WC61045	7/23/2005	7/23/2008	<table border="1"> <tr><td>WD/STATU- TORY LIMITS</td><td>OTH- ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr> </table>	WD/STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000				
WD/STATU- TORY LIMITS	OTH- ER																
E.L. EACH ACCIDENT	\$ 500,000																
E.L. DISEASE - EA EMPLOYEE	\$ 500,000																
E.L. DISEASE - POLICY LIMIT	\$ 500,000																
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Village of Willowbrook, its employees and officers as Additional Insureds.																	

CERTIFICATE HOLDER	CANCELLATION
Village of Willowbrook Administration Department 7760 Quincy Street Willowbrook, IL 60527	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER  
Hometowne Insurance Services, Inc.  
155 Chicago Rd.  
Oswego IL 60543  
Phone: 630-554-4040 Fax: 630-554-4646

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Pekin Insurance Company	24228
INSURER B:	
INSURER C:	
INSURER D:	—
INSURER E:	

## COVERAGES

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

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

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

Village of Willowbrook, its employees and officers as Additional Insureds

## CERTIFICATE HOLDER

Village of Willowbrook  
Administration Department  
7760 Quincy Street  
Willowbrook IL 60527

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

# FALCO'S LANDSCAPING INC.

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

March 05, 2009

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

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

RE: Landscape Maintenance Services.

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

*May 01, 2009 – April 30, 2010*  
*May 01, 2010 – April 30, 2011*

**TOTAL COST \$ 43,350.00**  
**TOTAL COST \$ 43,350.00**

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

Sincerely;  
Falco Rosas  
FALCO'S LANDSCAPING INC.  
President

*Falco Rosas*

**PROPOSAL ACCEPTANCE**  
as an Agent for:  
**THE VILLAGE OF WILLOWBROOK**

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

RECEIVED

MAR -5 2009

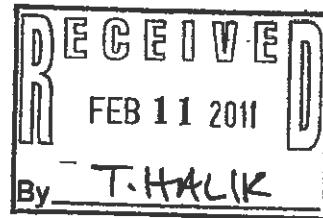
WILLAGE OF WILLOWBROOK  
BUILDING & ZONING DIVISION

# FALCO'S LANDSCAPING INC.

4 N 151 5<sup>th</sup> AVE. ADDISON IL, 60101  
PH (630) 458-0994 FX (630) 458-0996

February 09, 2011

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



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

RE: Landscape Maintenance Services.

Dear: Mr. Tim Halik

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

*May 01, 2011 – April 30, 2012*  
*May 01, 2012 – April 30, 2013*

**TOTAL COST \$ 44,217.00**  
**TOTAL COST \$ 44,217.00**

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

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

Sincerely;  
Falco Rosas  
FALCO'S LANDSCAPING INC.

President

**PROPOSAL ACCEPTANCE**  
as an Agent for:  
**THE VILLAGE OF WILLOWBROOK**

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

EXHIBIT "B"

*FALCO'S LANDSCAPING INC.*

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

February 28, 2013

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



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

RE: Landscape Maintenance Services.

Dear: Mr. Tim Halik

As per the incoming expiration of the 2012 – 2013 Lawn Maintenance Service contract, Falco's landscaping Inc. will like to extend an offer of, two more years deal with a 3 % increase on the current contract from: \$ 44,217.00, to: \$ 45,543.51, the motive of the percentage of increase is base on the change of fuel cost otherwise we'll be more than happy to keep our same price as the previous years  
if the Village of Willow brook agrees for the extension of (2) two more years of the existing Landscape Maintenance Contract for the periods beginning as follow:

*May 01, 2013 – April 30, 2014*  
*May 01, 2014 – April 30, 2015*

**TOTAL COST \$ 45,543.51**  
**TOTAL COST \$ 45,543.51**

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

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

Sincerely;  
*Falco Rosas*  
*FALCO'S LANDSCAPING INC.*  
President

**PROPOSAL ACCEPTANCE**  
as an Agent for:  
*THE VILLAGE OF WILLOWBROOK*

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



## Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

March 1, 2013

**Mayor**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

Ms. Marion Healy  
332 Sheridan Dr #1C  
Willowbrook IL 60527

Re: Account No. 110860.000  
Delinquent Water Bill

Dear Ms. Healy:

Please be advised that your water bill is now delinquent in the amount of \$142.91. 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 25, 2013, 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



*"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](http://www.willowbrookil.org)

March 1, 2013

**Mayor**

Robert A. Napoli

Mr. & Mrs. George Kosiarek  
7515 Clarendon Hills Rd  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 111490.000  
Delinquent Water Bill

Dear Mr. & Mrs. Kosiarek:

Please be advised that your water bill is now delinquent in the amount of \$230.66. 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 25, 2013, 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



"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](http://www.willowbrookil.org)

March 1, 2013

**Mayor**

Robert A. Napoli

Mr. & Mrs. Richard Pena  
7742 Blackberry Ln  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 110400.001  
Delinquent Water Bill

Dear Mr. & Mrs. Pena:

Please be advised that your water bill is now delinquent in the amount of \$106.34. 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 25, 2013, 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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March 1, 2013

**Mayor**

Robert A. Napoli

Mr. John Raceala  
6322 Breton Lakes Dr  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

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 \$173.23. 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 25, 2013, 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



*"A Place of American History"*



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March 1, 2013

**Mayor**

Robert A. Napoli

Mr. William White  
222 Midway Dr  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 112125.003  
Delinquent Water Bill

Dear Mr. White:

Please be advised that your water bill is now delinquent in the amount of \$189.53. 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 25, 2013, 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



*"A Place of American History"*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2012 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	<b>AGENDA NO.</b> 7 <b>AGENDA DATE:</b> <u>3/25/2013</u>
<b>STAFF REVIEW:</b> Carrie Dittman & Tim Halik	<b>SIGNATURE:</b> <u>Carrie Dittman / Tim Halik</u>
<b>LEGAL REVIEW:</b> William Hennessy	<b>SIGNATURE:</b> <u>William Hennessy</u>
<b>RECOMMENDED BY:</b> Tim Halik	<b>SIGNATURE:</b> <u>Tim Halik</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

#### 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 \$305,552 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.

In addition, in accordance with Public Act 097-1053 (effective 1/1/2013), staff has determined that since the resulting SSA tax levy is less than 5.0% higher than the previous year's SSA tax levy, a public hearing on the tax levy is not required.

#### 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 2012 TO PAY A PORTION OF THE PRINCIPAL AND INTEREST ON \$3,450,000 SPECIAL SERVICE AREA ONE BONDS



ORDINANCE NO. 13-O- \_\_\_\_\_

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2012 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

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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 \$321,160 for the year 2012 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 2012 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 2012 in the BOND ORDINANCE is hereby abated in the amount of \$305,552.00, thereby reducing the tax levied for the year 2012 to the amount of \$15,608.00.

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 2012 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 25<sup>th</sup> day of March, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

March 25, 2013

I, LEROY R. HANSEN, VILLAGE CLERK FOR THE VILLAGE OF WILLOWBROOK, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 13-O-\_\_\_\_\_, ENTITLED "AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2012 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," ALL OF WHICH APPEARS FROM THE RECORDS OF THIS OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS 25th DAY OF March,  
2013.

---

Leroy R. Hansen  
Village Clerk



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, 2013, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2012 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 Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, on the 25<sup>th</sup> day of March, 2013, 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 \_\_\_\_\_, 2013.

---

County Clerk of DuPage County, Illinois

[SEAL]



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND ROBERT K. FINNELL, THE BIRD LAW GROUP, P.C., THE CRONGEYER LAW FIRM, P.C., THE CLIFFORD LAW OFFICES AND THE LAW FIRM OF PETERSON, JOHNSON & MURRAY CHICAGO, LLC TO PROVIDE LEGAL SERVICES RELATED TO THE PURSUIT OF UNREMITTED TAXES DUE AND OWING TO THE VILLAGE UNDER THE VILLAGE'S HOTEL/MOTEL ROOM TAX

AGENDA NO. 15

AGENDA DATE: 3/25/13

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

SIGNATURE: T. Halik

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

SIGNATURE: W. J. 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 HISTORY)

This item relates to the pursuit of unpaid taxes owed to the Village under the Village's Hotel/Motel Room Tax.

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

Adoption of the Resolution will serve to approve the execution of a Legal Services Agreement (attached) which will enable the Village to employ the services of various Attorneys to:

- 1) Pursue the collection of unremitted taxes due and owing to the Village under the Village's Hotel/Motel Room Tax by corporations who offer and sell/rent such accommodations over the internet; and
- 2) Assist the Village as needed in filing litigation pleadings and representing the Village as necessary in connection with said unpaid taxes and seeking recovery of past, present and future taxes, interest and penalties against any parties responsible for filing, remitting or paying such taxes, on behalf of the Village.

**ACTION PROPOSED:**

Adopt Resolution.

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND ROBERT K. FINNELL, THE BIRD LAW GROUP, P.C., THE CRONGEYER LAW FIRM, P.C., THE CLIFFORD LAW OFFICES AND THE LAW FIRM OF PETERSON, JOHNSON & MURRAY CHICAGO, LLC TO PROVIDE LEGAL SERVICES RELATED TO THE PURSUIT OF UNREMITTED TAXES DUE AND OWING TO THE VILLAGE UNDER THE VILLAGE'S HOTEL/MOTEL ROOM TAX

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village hereby approves an Agreement between the Village of Willowbrook and Robert K. Finnell, the Bird Law Group, P.C., the Crongeyer Law Firm, P.C., the Clifford Law Offices, and the law form of Peterson, Johnson & Murray Chicago, LLC and that the Mayor and Village Clerk are hereby authorized to sign the Agreement, and any other ancillary documents, attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 25<sup>th</sup> day of March, 2013.

APPROVED:

---

Mayor

ATTEST:

---

Village Clerk

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

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

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

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

## LEGAL SERVICES AGREEMENT

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") effective this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the "Village"), and Robert K. Finnell, the Bird Law Group, P.C., the Crongeyer Law Firm, P. C., the Clifford Law Offices and the law firm of Peterson, Johnson & Murray Chicago, LLC (hereinafter referred to as the "Attorneys").

**WHEREAS**, the collection of unremitted taxes due and owing to the Village under the Village's Hotel/Motel Room Tax, as amended, and all other applicable provisions relating to the provision of hotel or lodging accommodations by corporations who offer and sell/rent such accommodations over the internet require the services of additional attorneys to represent the Village;

**WHEREAS**, the corporate authorities of the Village deem it desirable and in the best interest of the Village to enter into this Agreement with the Attorneys to provide for the terms and conditions of their employment;

**NOW, THEREFORE, IT IS MUTUALLY AGREED** between the Village and the Attorneys, as follows:

1. The Village employs the Attorneys to conduct and administer the following services:

A. diligently pursue unremitted taxes due and owing to the Village under the Village's Hotel/Motel Room Tax, as amended and all other applicable provisions relating to the provision of hotel or lodging accommodations by corporations who offer and sell/rent such accommodations over the internet; and

B. assist the Village in pursuing non-filing, audit, assessment or other administrative processes, as needed, and in filing litigation pleadings including appeals and representing the Village as necessary and as requested and approved in connection with unpaid taxes and seeking the recovery of past, present and future taxes, interest and penalties against any parties responsible for filing, remittance or payment of such taxes, including any intermediaries, agents or clearing houses on behalf of the Village

2. The Attorneys shall perform the services with reasonable care, in a manner satisfactory to the Village and in accordance with all applicable laws and professional standards. The Attorneys shall function hereunder as independent contractors and not as employees of the Village. The Attorneys shall perform the services until such time as the services of the Attorneys are terminated as provided herein. The responsibility to be assumed by each attorney is as follows:

A. Robert K. Finnell, shall have primary responsibility for representation of the Village.

B. the Bird Law Group, P.C., shall have primary responsibility for representation of the Village.

C. the Crongeyer Law Firm, P .C., shall have primary responsibility for representation of the Village.

D. the Clifford Law Offices, shall have responsibility as local counsel; and

E. Peterson, Johnson & Murray Chicago, LLC, shall have responsibility as local counsel.

3. The Attorneys shall cooperate with the Village Board members of the Village, its staff and its consultants, and, subject to the general direction of the Village Board, shall communicate and/or meet with staff members and consultants during normal business hours or otherwise, as shall be mutually convenient, whenever such communication and/or meetings are necessary for the conduct of the Attorneys' services.

4. The Village shall assist and cooperate with the Attorneys and shall promptly supply such information, documentation and persons as may be requested by the Attorneys to permit the Attorneys to effectively advocate the Village's interests. The Village shall provide the Attorneys reasonable access, during the normal business hours, to all files, and other information not privileged or confidential, necessary for the Attorneys to perform the services under this Agreement; or the Village shall allow the Attorneys' personnel reasonable access, during the normal business hours, to the Village's records, files, properties for research and any other information not privileged or confidential necessary for the Attorneys to perform the services set forth in this Agreement.

5. Any documents, data, records, or other information relating to the legal representation of the Village and all information secured by the Attorneys from the Village in connection with the performance of legal services, unless in the public domain or unless disclosure is required by law, shall be considered attorney-client privileged, when applicable, and kept confidential by the Attorneys. The information shall not be made available to third parties without written consent of the Village, unless so required by valid court order. In addition, the Attorneys' Privacy Notice is attached hereto as Exhibit "A" and made a part hereof.

6. The Attorneys shall maintain all records relating to the performance of its services under this Agreement which would be subject to inspection and copying under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until the conclusion of the services and the payment of the fee and costs hereunder or until written approval for the disposal of such records is obtained from the Local Records Commission. The Attorneys shall make available to the Village such records and cooperate fully with the Village with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*) by providing full access to and copying of all relevant non-exempt records within a time period which allows the Village to timely comply with the

time limits imposed by the Freedom of Information Act (5 ILCS 14011 *et seq.*). All reports, documents, data and other material constituting the work product of the Attorneys hereunder shall become the property of the Village, subject to the applicable attorney's lien. Title thereto, free of such lien, shall transfer to the Village following payment in full of any sums due to the Attorneys. The Attorneys, however, shall have the right to maintain for their own files and use copies of such reports, documents, and other materials constituting the Attorneys' work product.

7. Current communication technology, including, but not limited to, cellular telephones, electronic mail and facsimile transmission, contains certain inherent security risks that the information will be intercepted by third parties with no right to hear or see it. Unless otherwise notified by the Village, the Attorneys will use current communication technology to communicate with the Village with the understanding that by agreeing to the use of any means of communication other than in-person private meeting or two-way (as opposed to multi-party) land line telephone conversations, the Village will be giving its consent to, and accepting any risks of disclosure of, confidential information to third parties that may be attendant upon the use of those means of communication.

8. The Attorneys shall perform the legal services and the Village shall compensate the Attorneys for such legal services on a contingent fee basis as follows:

A. If the Attorneys achieve a settlement agreement within thirty (30) days of an initial demand letter, the Attorneys shall receive a contingent fee of twenty-five percent (25%) of the Gross Recovery, as defined below, plus the cash expenditures advanced and expenses incurred by the Attorneys on behalf of the Village.

B. If settlement is not achieved within thirty (30) days of an initial demand letter the Attorneys shall file suit and the Attorneys shall, upon final judgment after trial or any ensuing appeals or settlement with respect to any defendant or group of defendants obtained on behalf of and for the benefit of Village, receive a contingent fee equal to thirty-three percent (33%) of the Gross Recovery, as defined below, plus the cash expenditures advanced and expenses incurred by the Attorneys on behalf of the Village.

C. To the extent that final judgment or settlement is obtained against defendants on different dates the fee will be determined based upon the cumulative Gross Recovery from all defendants.

D. the balance of the Gross Recovery shall be paid to the Village.

E. "Gross Recovery" means damages, tax revenues, interest and penalties recovered for the Village through the date of settlement or final judgment but not indefinite prospective collections of tax revenues, interest or penalties that become due after the date of final judgment or settlement. To the extent that the defendants pay a lump sum settlement to resolve claims for both back taxes and to avoid registering and paying taxes for some number of specified years going forward, as they have done in other places, the amount of the lump sum payment shall be the Gross Recovery. If the defendants pay a lump sum for taxes, penalties and interest due as of the date of settlement and agree to

register and start paying taxes prospectively, the Gross Recovery shall be the lump sum payment and a sum equal to the annual amount of taxes actually paid by such companies for the next four (4) years as compensation for bringing about the change and leading to permanently increased revenues.

9. The Attorneys shall divide the Attorneys' fee paid by the Village in proportion to the services performed and the responsibility assumed by each lawyer on the following basis:

- A. Robert K. Finnell, shall receive Twenty Percent (20%) of the Attorneys' fee;
- B. the Bird Law Group, P.C., shall receive Twenty Percent (20%) of the Attorneys' fee;
- C. the Crongeyer Law Firm, P.C., shall receive Twenty Percent (20%) of the Attorneys' fee;
- D. the Clifford Law Offices, shall receive Twenty Percent (20%) of the Attorneys' fee; and
- E. Peterson, Johnson & Murray Chicago, LLC, shall receive Twenty Percent (20%) of the Attorneys' fee.

10. The Attorneys shall advance the expenses incurred to perform the legal services for the Village and shall receive reimbursement of the cash expenditures advanced and expenses incurred by the Attorneys on behalf of the Village from any Gross Recovery which shall be deducted after the contingent fee is calculated. If there is no Gross Recovery pursuant to a final judgment or settlement in connection with this litigation matter, then no attorneys' fee or costs shall be due to Attorneys hereunder. Upon conclusion of this matter, the Attorneys shall provide the Village with a written statement stating the outcome of the matter, and if there is a recovery, showing the Attorneys' fee, the cash expenditures advanced and expenses incurred by the Attorneys on behalf of the Village that are being reimbursed and the balance being remitted to the Village.

11. The Attorneys shall maintain professional liability insurance applicable to the services rendered to the Village.

12. The Attorneys shall submit to the Village a certification, attached hereto as Exhibit "B," that the Attorneys:

- A. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- B. are not barred from contracting as a result of a violation of either Section 3 3 E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

C. are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

D. are not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

E. will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Attorneys' workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) establishing a drug-free awareness program to inform employees about:

(i) the dangers of drug abuse in the workplace;

(ii) Attorneys' policy of maintaining a drug-free workplace;

(iii) any available drug counseling, rehabilitation, and employee assistance program; and

(iv) the penalties that may be imposed upon employees for drug violations;

(3) making it a requirement to give a copy of the statement required by subparagraph 18(E)( 1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;

- (4) notifying the Village within ten (10) days after receiving notice under subparagraph 18(E)(1 )( c )(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

F. provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 58011 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

G. certify that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of the Code of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

H. have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of the Code of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

I. are not a part of the immediate family of any officer or employee at or above the level of department head of the Village;

J. certify that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Attorneys; or, if the Attorneys' stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the

Attorneys, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Attorneys have disclosed to the Village in writing the name(s) of the holder of such interest;

K. nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

L. and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

M. are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

13. In the event of the Attorneys' non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Human Rights Commission, the Attorneys may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Attorneys shall:

A. not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;

B. if the Attorneys hire additional employees in order to perform this Agreement or any portion of this Agreement, the Attorneys will determine the availability (in accordance with the Illinois Human Rights Commission's Rules and Regulations) of minorities and women in the areas from which the Attorneys may

reasonably recruit and the Attorneys will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

C. in all solicitations or advertisements for employees placed by the Attorneys or on the Attorneys' behalf, the Attorneys will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service;

D. will send to each labor organization or representative of workers with which the Attorneys has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Attorneys' obligations under the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Attorneys in their efforts to comply with the Illinois Human Rights Act and Illinois Human Rights Commission's Rules and Regulations, the Attorneys will promptly notify the Illinois Human Rights Commission and the Village and will recruit employees from other sources when necessary to fulfill its obligations under this Agreement;

E. submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Human Rights Commission or the Village and in all respects comply with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

F. permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

G. include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of this Agreement's obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Attorneys will be liable for compliance with applicable provisions of this clause by subcontractors; and further the Attorneys will promptly notify the Village and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Attorneys 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;

H. will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work

areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Attorneys (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Employment Opportunity clause, and that the Attorneys will retain such certifications in its files.

14. The Attorneys do not know of any facts concerning the representation of the Village or the services to be provided hereunder which the Attorneys believe would adversely affect the relationship with another client, would materially limit the Attorneys' responsibilities to another client, to a third person or to the Attorneys' own interests or would otherwise constitute a conflict of interest. The Attorneys anticipate representing multiple local governmental entities in pursuing unremitted taxes. The common representation of multiple local governmental entities will benefit the Village by the sharing of the costs of litigation, the sharing of research and knowledge of the various legal subject matters involved in pursuing unremitted taxes and the sharing of information.

15. The Attorneys shall not refuse or deny employment to any person in any Village on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor shall any person be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The Attorneys, or any person on the Attorneys' behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Attorneys by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Public Works Employment Discrimination Act (775 ILCS 10/0/01).

16. The Village's financial obligations under this Agreement are specifically contingent upon the recovery by the Attorneys of unremitted taxes. No annual appropriation of funds other than a general appropriation for legal services is required to authorize such financial obligation until such recovery is made. This Agreement shall not constitute a debt or obligation of the Village within any statutory or constitutional provision. In the fiscal year during which the Village is to pay to the Attorneys the Attorneys' fee and reimbursement of expenses advanced to which the Attorneys are entitled under this Agreement, if any, the Village shall include in the budget presented to the Village Council a proposed appropriation for the payment of the Attorneys' fee and reimbursement of the expenses advanced.

17. This Agreement contains all of the terms, provisions, agreements, conditions, and covenants between the parties, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. Changes and amendments to this Agreement shall only be made in writing and by amendment to this Agreement. The amendment shall be in contract form and shall be approved by the Village.

18. Any notice given hereunder shall be in writing and transmitted via the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via email, with a confirming fax or overnight delivery addressed to the proper party as follows:

A. If to the Village:

Village of Willowbrook  
Attention: Tim Halik, Village Administrator  
7760 Quincy Street  
Willowbrook, Illinois 60527

B. If to the Attorneys:

Robert K. Finnell  
The Finnell Firm  
1 West Fourth A venue  
Suite 200  
Rome, GA 30161

Mr. William Q. Bird  
Bird Law Group, P.C.  
2170 Defoor Hills Road  
Atlanta, GA 30318

Mr. John W. Crongeyer  
Crongeyer Law Firm, P.C.,  
2170 Defoor Hills Road  
Atlanta, GA 30318

Mr. Thomas K. Prindable  
Clifford Law Offices  
120 North LaSalle Street  
Chicago, IL 60602

Mr. Paul O'Grady  
Peterson, Johnson & Murray Chicago, LLC  
223 South Wacker Drive, 84<sup>th</sup> Floor  
Chicago, IL 60606

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

19. When this Agreement becomes effective, it will relate back to the day the appointment of the Attorneys for the Village became effective. This Agreement shall terminate upon a final judicial determination or a final settlement. This Agreement may also be terminated by the Village upon the expiration of the term of the mayor or upon written notice to the Attorneys, subject to the payment of the reasonable value of the services rendered prior to the date of termination. The Attorneys shall have the right, if in their sole judgment they believe such action is necessary or appropriate, to withdraw as attorneys representing the Village, without terminating this Agreement or may elect to terminate this Agreement, if the Village fails to meet its obligations under this Agreement, refuses to cooperate with the Attorneys, refuses to follow the legal advice provided by the Attorneys on a material matter or under any other circumstances in which the Attorneys' professional or legal responsibilities or obligations mandate or permit termination. The Attorneys shall give thirty (30) days' written notice to the Village. The Village shall cooperate and facilitate the withdrawal by retaining a substitute attorney. Provided that the Attorneys are ethically able to do so, at the sole option of the Village Council, all obligations under this Agreement shall continue until a successor attorney is retained but in no event more than sixty (60) days after the effective termination date as set forth in the notice. If this Agreement is terminated for any reason, the termination shall be effective only to terminate the Attorneys' services prospectively, and all other terms of this Agreement, including the Village's obligation to compensate the Attorneys for legal services rendered and expenses incurred prior to the termination shall survive the termination. Provided that the Agreement has not been terminated upon a final judicial determination or a final settlement or otherwise terminated by the Attorneys, this Agreement maybe renewed by the Village following the expiration of the term of the mayor upon written notice to the Attorneys.

20. This Agreement shall be deemed to be exclusive between the Village and the Attorneys. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

21. This Agreement shall be governed by the laws of the State of Illinois.

22. The illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of this Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

23. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

24. The Attorneys are not advising the Village with respect to this Agreement because the Attorneys would have a conflict of interest in doing so. If the Village desires advice regarding this Agreement, it should seek independent counsel of its choice to do so.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the parties have executed this Agreement in Willowbrook, Illinois, the date and year first above written.

**ATTORNEYS:**

**ROBERT K. FINNELL**

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

Robert K. Finnell

**BIRD LAW GROUP, P.C.**

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

William Q. Bird, Managing Partner

**CRONGEYER LAW FIRM, P.C.**

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

John W. Crongeyer, President

**CLIFFORD LAW OFFICES**

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

Thomas Prindable, Managing Partner

**PETERSON, JOHNSON & MURRAY CHICAGO, LLC**

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

Paul O'Grady, Managing Partner

**VILLAGE:**

**VILLAGE OF WILLOWBROOK**

Robert Napoli, Mayor

Attest:

Leroy Hansen, Village Clerk

## **EXHIBIT “A”**

### **ATTORNEYS PRIVACY NOTICE**

Attorneys, like other professionals who advise on financial matters, are required by federal law to inform their clients of their policies regarding the privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law.

In the course of providing our clients with certain advice, the Attorneys may receive nonpublic financial information from our clients, their accountants and other representatives. All nonpublic information we receive regarding our clients or former clients is held in strict confidence in accordance with our professional obligations and is not released to people outside of our law firm, except with the client's consent or as required by law. We may share certain information with third parties who assist us in providing our services to our clients, as permitted by law, subject to the obligation that these third parties not use or disclose such information for any other purpose.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard our client's nonpublic information from unauthorized disclosure, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

**EXHIBIT "B"**

**ATTORNEYS' CERTIFICATION**

The certifications hereinafter made by Robert K. Finnell, the Bird Law Group, P.C., the Crongeyer Law Firm, P.C., the Clifford Law Offices and Peterson, Johnson & Murray Chicago, LLC (the "Attorneys") are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the "Village") in entering into the Legal Services Agreement with the Attorneys. The Village may terminate the Legal Services Agreement if it is later determined that the Attorneys rendered a false or erroneous certification.

The undersigned hereby certify that the Attorneys hereby represent and warrant to the Village that the Attorneys, and their shareholders or partners holding more than five percent (5%) of the outstanding partnership interests and its associate attorneys are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5111-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy; and
- (D) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 38511.

In addition, the Attorneys hereby represent and warrant to the Village, that the Attorneys:

- (A) will provide a drug-free workplace by:
  - (1) publishing a statement:
    - (a) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Attorneys' workplace;
    - (b) specifying the actions that will be taken against employees for violations of such prohibition;
    - (c) notifying the employee that, as a condition of employment on such contract, the employee will:
      - (i) abide by the terms of the statement; and

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) establishing a drug-free awareness program to inform employees about:
  - (i) the dangers of drug abuse in the workplace;
  - (ii) Attorneys' policy of maintaining a drug-free workplace;
  - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
  - (iv) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement to give a copy of the statement required by subparagraph (A)(l) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- (4) notifying the Village within ten (10) days after receiving notice under subparagraph (A)(l)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(B) provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

(C) certify that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Sections 30.21 and 30.33 of the Code

of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of the Code of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) are not a part of the immediate family of any officer or employee at or above the level of department head of the Village.

(F) certify that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Attorneys; or, if the Attorneys' stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent ( 1%) of the Attorneys, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Attorneys have disclosed to the Village in writing the name(s) of the holder of such interest.

(G) nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(H) and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(I) are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by the Attorneys or term or condition in this contract changes, the Attorneys shall notify the Village in writing within seven (7) days.

Dated: \_\_\_\_\_, 2013

**ROBERT K. FINNELL**

By: \_\_\_\_\_  
Robert K. Finnell

**BIRD LAW GROUP, P.C.**

By: \_\_\_\_\_  
William Q. Bird, Managing Partner

**CRONGEYER LAW FIRM, P.C.**

By: \_\_\_\_\_  
John W. Crongeyer, President

**CLIFFORD LAW OFFICES**

By: \_\_\_\_\_  
Thomas Prindable, Managing Partner

**PETERSON, JOHNSON & MURRAY, LLC**

By: \_\_\_\_\_  
Paul O'Grady, Managing Partner

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON FEBRUARY 15, 2013 AT THE VILLAGE HALL OF THE VILLAGE OF WILLOWSBROOK, 7760 QUINCY STREET, WILLOWSBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of 7:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler, Secretary Stephen Landsman, and Commissioner Joe Heery. Also present were Chief of Police Mark Shelton, Village Administrator Tim Halik, and Executive Secretary Cindy Stuchl.

ABSENT: None.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. REVIEW AND APPROVE SPECIAL MEETING MINUTES OF DECEMBER 21, 2012

The Commission reviewed the minutes from the special meeting held on December 21, 2012.

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to approve the special meeting minutes of December 21, 2012 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

Administrator Halik reviewed the issue with a previous testing candidate. He made contact with John Broihier, Illinois Police and Fire Commission, and the Village Labor Attorney, Jim Spizzo, who reviewed the issue. Both suggested not conducting an investigation. Administrator Halik then contacted Village Attorney Bill Hennessy, who concurred. A few days later,

Attorney Hennessy sent a memo to Village Administrator Halik advising that he had changed his opinion and thought the BOPC may want to conduct an investigation. Chairman Schuler responded that based on the details of the case and information received from the Attorneys Broihier and Spizzo, he did not feel it was necessary. Administrator Halik spoke with Attorney Hennessy who stated he was fine with this. Administrator Halik requested Attorney Hennessy to put this in writing in order to close this issue, and has not received it as of this date. Chairman Schuler stated that Secretary Landsman had contacted him reference this issue and felt that an investigation should be conducted. Chairman Schuler commented that if any investigation was to be conducted, we should interview only the doctor, not the applicant. Administrator Halik advised that he will share Commissioner Landsman's comments with Attorney Hennessy.

Administrator Halik also gave a brief update to the Fiscal Year 2013/14 budget process. Administrator Halik advised that there will be no reduction in services or programs. He stated that the projected reserve for the end of FY 2013/14 is 182 operating days. The goal is 120 days.

**6. UNFINISHED BUSINESS**

**a. REVIEW - PATROL OFFICER APPLICANT TEST RESULTS**

Chief Shelton reviewed the testing results. Selection Works conducted all aspects efficiently and professionally. The initial eligibility list has 25 individuals. The deadline to turn in preference points was yesterday. The final eligibility list should be completed next week.

**7. NEW BUSINESS**

**a. MOTION - DRAFT AMENDMENT TO VILLAGE CODE 5-1-1.1 - MINIMUM ELIGIBILITY REQUIREMENTS**

Administrator Halik stated that there was a question during the latest testing process related to age requirements. The newly adopted BOPC Rules did not match the Village Ordinance. Administrator Halik advised if the Commission approves these changes, an amendatory ordinance will be brought before the Village Board at their next meeting.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to approve the amended Village Code 5-1-1.1 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

b. MOTION - TO AMEND BOARD OF POLICE COMMISSIONERS RULES AND REGULATIONS ADOPTED DECEMBER 21, 2012

Administrator Halik stated that there is a recommendation to amend the newly adopted Rules and Regulations in two sections. First, the age requirement language was poorly worded and should be amended to mimic the newly revised Village Ordinance.

Secondly, after further review, the NIPSTA POWER Test should be extended to twelve months. There was an issue this past testing period due to being conducted during the winter months.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to amend the Board of Police Commissioner's Rules and Regulations as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

c. DISCUSSION

Chairman Schuler stated that one thing not tested as part of the hiring process is the ability of the candidate's written communication skills. Chairman Schuler suggested that during the written examination, the candidates should write an observation on what they saw when they came to the test. The Commission can then review this observation at the time when the candidate is interviewed by the Commission.

The consensus of the Commission was to add this exercise to the next testing process.

8. ADJOURNMENT

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to adjourn the meeting at the hour of 7:29 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Board of Police Commissioners  
Regular Meeting Minutes - February 15, 2013  
Page 4

PRESENTED, READ and APPROVED,

March 15, 2013

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE SPECIAL JOINT MEETING OF THE MUNICIPAL SERVICES COMMITTEE, THE FINANCE & ADMINISTRATION COMMITTEE AND THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON WEDNESDAY, FEBRUARY 13, 2013 AT 5:30 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Administrator Halik at 5:40 p.m.

**2. ROLL CALL**

Those present at roll call were Trustees Sue Berglund, Umberto Davi, Terry Kelly, Mike Mistele, Frank Trilla, Village Administrator Tim Halik, Chief of Police Mark Shelton, Deputy Chief of Police Mark Altobella, Interim Finance Director Carrie Dittman, Public Works Foreman Tony Witt and Management Analyst Garrett Hummel.

**3. REVIEW - Fiscal Year 2013/14 Budget**

Administrator Halik began the meeting by explaining that the FY 2013/14 proposed budget includes a General Fund surplus of approximately \$180,000. This surplus equates to a projected fund balance of 182 operating days. Administrator Halik indicated that the surplus numbers and fund balance do not include the discretionary items which will be discussed during the Board Budget Workshop.

The next meeting on the budget schedule will be the Board Budget Workshop I scheduled for March 18, 2013.

Next, Administrator Halik explained that the proposed budget maintains all existing services and programs. Administrator Halik reiterated the General Fund will have 182 days (\$3,701,688) of operating expense in reserves. An operating day for the FY 2013/14 budget equates to roughly \$20,371. Finally, Administrator Halik explained the Five Year Plan used to develop the budget projections include conservative spending with no new or expanded services.

Administrator Halik next elaborated on the breakdown of the budget surplus. He explained the proposed budget does not include any major capital initiatives or salary increases for non-union employees (except for the elected official increases per ordinance). A salary increase for patrol officers of 2.5% has been included. Trustee Mistele commented on if it was a good time to discuss non-union raises. Administrator Halik explained that the topic of non-union raises is typically discussed at the Board Budget Workshop.

An increase of 5% is expected with respect to health insurance costs although the IPBC has not finalized their numbers for the upcoming year. Administrator Halik next briefly touched on the Village's two main pension programs (Police Pension & IMRF). He stated the police pension contribution decreased by 9.79% while the IMRF pension contribution increased by 2.12%. Administrator Halik pointed out that a complete breakdown of the surplus can be found on page 3 of the agenda packet.

Interim Finance Director Dittman next took over with an explanation of the Village's revenue sources. Director Dittman began by stating staff is projecting an overall revenue increase of 2%, which equates to roughly \$237,177 over the previous fiscal year. Director Dittman continued by examining each individual revenue source. She began with Sales Tax which is projected to decrease by \$46,374 when compared to the prior year. One reason highlighted by Director Dittman for the drop in sales tax is the upcoming Route 83 construction project. Next was Places of Eating Tax which projected no substantial change from the prior year. Utility Tax is expected to be down slightly around \$3,633. Income Tax is expected to increase by about \$79,454 based upon Illinois Municipal League (IML) projections. Amusement Tax is projected to decrease by approximately \$11,000. Trustee Davi inquired as to how other municipalities have handled the taxation of fitness clubs within their communities. Administrator Halik stated he would look into the question. Permit Fees are expected to increase by \$40,800. There is no expected change to the level of Red Light Camera Fines.

Administrator Halik returned to the topic of Village pensions by first elaborating on both the Police and IMRF pensions. The 9.79% decrease in Police Pension contribution translated into \$56,972. The rate of payroll for the Police Pension fund went from 27.6% to 30.1%. With respect to the IMRF pension, the 2.12% increase equated to approximately \$19,203 while the rate of payroll went from 17.95% to 20.07%. Finally, Administrator Halik provided background information on the Sheriff's Law Enforcement Pension (SLEP) program, which the Village is currently obligated to pay related to a settlement associated with a former Village Police Chief. Administrator Halik explained that Director Dittman suggested the Village consider paying off the entire SLEP amount of \$168,000 this coming year. Otherwise, the Village would be facing an annual payment of \$32,350 for 9 more years, which includes annual interest of 7.5%. The committee members concurred with Director Dittman's suggestion.

Administrator Halik next addressed concerns regarding the Water Fund. Administrator Halik began by providing a history of the City of Chicago and the DuPage Water Commission's (DWC) recent water rate increases and the subsequent water rate increases by the Village. As of January 1, 2013, the DWC raised water rates 20% in part due to the City of Chicago's 15% increase on the same date. The Village last increased its local water rates 20% on March 1, 2012. This increase included the introduction of a 6% discount program for residents, including seniors, who pay the minimum water bill (9,000 gallons per quarter). Administrator Halik continued by stating the Water Fund will be unable to absorb the current 20% DWC rate increase, while continuing to build an adequate reserve fund for future infrastructure maintenance projects. Administrator Halik further noted that the Village Board has not set a reserve balance target in terms of operating days (similar to the General Fund operating days in reserve objective of 120) for the Water Fund. Administrator Halik stated that based on his research into Water Fund reserve objectives, he would

recommend setting the Village's target at 90 days. Currently, the Water Fund reserve projects to be roughly 52 days at the end of the fiscal year.

When asked about the Chicago and DWC rate increases, Administrator Halik acknowledged that the increases tend to be frustrating from a water utility operational perspective. However, it seems that nationally, the water rates charged throughout the Midwest are comparatively very low. Halik indicated that he had previously spoken with a representative from the DWC regarding rates. The DWC representative explained to Administrator Halik that the water rates being charged in the Midwest are so far below the rates in other areas around the country that both Chicago and the DWC are being consistently denied federal grant funding for infrastructure improvements. The available federal funding tends to go to areas of the country that are faced with very large water rates. Administrator Halik next called attention to a handout, which detailed possible water rate increases for Willowbrook. Administrator Halik explained that in order to break-even, the Village would have to raise its rates 13.6%. Options of 17% and 20% were also presented. Administrator Halik recommended the 20% increase as it would help to rebuild the Water Fund reserve for future projects, such as the water tower painting project. If the 20% option is selected, the projected days operating in the Water Fund would be at roughly 95 days at the end of FY 2013/14. Trustee Kelly inquired as to when the Village needs to paint the water towers. In response, Administrator Halik explained that he had placed \$12,000 in the proposed budget to complete an engineering analysis to ascertain the current condition of the Willowbrook water towers and when they will need to be repainted. Administrator Halik clarified that the water tower painting project involves draining, sandblasting and re-painting/sealing the Village's water towers inside and out.

Administrator Halik next discussed the Motor Fuel Tax (MFT) Fund. He explained there will be approximately \$242,000 available in the MFT fund for use in the FY 2013/14 Road Program. Administrator Halik identified some good news related to the annual Roadway Maintenance Program in that the next year is a maintenance interval year in which no overlays are necessary. Instead, the Village can get by with a program centered on crack-sealing, full-depth patching and replacement of worn pavement markings throughout town. Administrator Halik believes the \$242,000 will be more than sufficient to complete the scope of work described above. Administrator Halik indicated the maintenance interval year will also help in building excess MFT funds necessary for the local share (\$232,000) needed to complete the STP grant road project in 2017.

Director Dittman began the financial performance section of the presentation. Echoing Administrator Halik's overview, Director Dittman explained the proposed budget projects 182 days of operating expense reserve. The FY 2012/13 budget comparatively projected at 135 days. However, the estimated actual FY 2012/13 budget currently projects at 182 days.

Director Dittman next went through several graphs detailing the revenues and expenditures for the upcoming year. Director Dittman explained that in the five-year forecasting model, revenue increase by 0.64% while expenses increase by 7.52% and even with this disparity the proposed budget includes a surplus translating into the 182 day reserve. Director Dittman continued on to the General Fund revenue projections, which came in at about \$7.9 million. It was pointed out on the General Fund graph that the state shared revenues of Sales Tax and Income Tax make up about 53% of the Village's General Fund.

Director Dittman presented the financial reports on the Village's major revenue sources: Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Red Light Fines, and Building Permits.

- Sales tax receipts - \$2,716,065 up 3.50% from the prior year
- Places of Eating Tax receipts - \$355,508 up 6.19% compared to the prior year
- Utility tax receipts - \$854,419 up 0.55% from the prior year
- Income Tax receipts - \$564,296 up 11.34% compared to the prior year
- Building Permit receipts - \$173,579 up 44.35% compared with the prior year
- Red Light Fines - Collected \$425,153 down 10.55% compared with the prior year
- Fines - \$109,192 down 10.99% compared with the prior year

Chief Shelton commented on the reasoning behind the decrease in fines by saying the PD was short an officer and the state has added a great deal of fees to each ticket. Trustee Trilla asked if it would be possible to set up a local court which would administer its own fines. Administrator Halik stated it is possible, but there are pros and cons to that approach. However, it could be something to consider.

Director Dittman next presented a graph detailing the FY 2013/14 General Fund expenditures totaling roughly \$7.7 million. Director Dittman continued by explaining a couple of short-term projection graphs which depict the Village's number of days operating expense through FY 2016/17. Director Dittman concluded the projection graphs with a long-range (15-year) graph which showed the Village dropping below its days of reserve target in roughly 2023-24.

Administrator Halik again touched on the Water Fund financials by pointing out that if the Village simply goes with a 13.6% pass through with respect to the Chicago and DWC water rate increase, the Water

Fund reserve will disappear by 2016.

Director Dittman presented the Water Sales Revenue Report next.

- Water Sales Revenue - \$1,859,921 up 28.92% when compared to the prior year.

Director Dittman explained the main reason for the increase from year to year was the 20% rate increase effective 3/1/12.

Director Dittman identified a graph detailing the FY 2013/14 Water Fund expenditures. Total Water Fund expenditures equal roughly \$2.3 million.

Director Dittman presented the Motor Fuel Tax Financial Report.

- Motor Fuel Tax - \$195,204 down 3.06% from the prior year.

Director Dittman pointed out that 2012-13 will be the last year where the \$38,491 special distribution from the Illinois Capital Bill will be included.

Administrator Halik took over with the start of the Departmental Budget presentations. He began with the Village Board and Clerk budget. The main highlights include raises of \$17,300 and \$2,850 for the Mayor and Village Clerk respectively.

Administrator Halik continued with the Board of Police Commissioners. The only item of note was a small increase related to life insurance for appointed officials.

Administrator Halik next began the Administration budget, which increased 4.58% over last year's budget. He started with an increase in the Legal Services line-item due to the upcoming police union negotiations. The Risk Management line-item increased because the IRMA premium is expected to increase due to increased annual revenues and a couple of less than favorable claim years. Funding has also been included for a wellness program initiative. Administrator Halik explained the Village is interested in beginning a wellness program because the Board has expressed interest in reinstating police physical fitness testing. Administrator Halik explained that current police contract includes a physical fitness requirement; however the testing program is currently suspended. Trustee Berglund inquired as to how and why the program became suspended. Administrator Halik answered by saying several years ago, after a series of injuries occurred related to the fitness testing, the Village Board discussed the topic of the fitness program and its purpose. According to the record, no decision was made by the Board at the time. However, shortly thereafter, the previous Police Chief distributed a memo to the department suspending the program. It is unknown what actually led to that action. Administrator Halik explained that in order to prevent injuries if the fitness test is reinstated, a transition type approach, such as a 12 week fitness monitoring program provided by Midtown, might be a good idea. Trustee Trilla agreed with the concept of a transitional approach. Trustee Kelly suggested an

incentive based program, which would reward employees for taking part in wellness type initiatives that they would otherwise never have considered participating in. Administrator Halik also stated that \$2,400 has been included for a heart scan and blood workup for each employee. Trustee Kelly suggested the program be offered to Trustees as well. Administrator Halik agreed.

With regard to Administration capital items, Administrator Halik highlighted two projects. The first being a project to repaint the Village Hall side of the building. The second project is for a floor/carpet replacement in the Council Chambers, which has received a variety of complaints.

Administrator Halik continued with the Planning & Economic Development budget, which increased 2.85% over the previous year. The largest change to this budget came in the planning consultant line item, which was increased by about \$5,000.

The Parks & Recreation was the next budget discussed. Overall, this budget decreased by 6.7%. Administrator Halik explained the reason for the decrease is that there have not been any capital expenditures added to the Parks & Recreation budget, yet. Administrator Halik also stated that the Parks & Recreation department is interested in hiring a part-time laborer to assist with various park related tasks.

Trustee Kelly inquired as to the status of the Parks & Recreation Master Plan. Administrator Halik responded that a draft of the plan is due in March. Once a draft of the document is obtained, Administrator Halik suggested the scheduling of a joint meeting between the Village Board and Parks & Recreation Commission to discuss the findings. Finally, Administrator Halik explained that the Parks & Recreation department is considering an ADA improvement capital project at Waterford Park for this fiscal year.

Director Dittman took over for the explanation of the Finance budget, which decreased by 1.41% from last year's budget. The main highlight from this budget was the inclusion of \$9,200 for an ERP assessment. Director Dittman explained the reasoning behind the ERP assessment is to examine alternatives to the Village's current aging financial software. The ERP assessment would provide an overview of all functionality the Village would need from its financial software from accounts receivables to business licenses to water billing and parks & recreation registration.

Chief Shelton next presented the Police department budget, which increased by 6.77% over the previous year's budget. Chief Shelton began with increases to the Overtime line-item of \$33,900 due to the department being short an officer. Chief Shelton next spoke on the use of approximately \$58,000 in DEA funding to get a wireless camera system set up in each patrol vehicle. Chief Shelton explained the technology would wirelessly download the video feed from each patrol vehicle to the Police Department's server upon the vehicle returning to the station.

Administrator Halik pointed out the SLEP buy-out of \$122,650 mentioned earlier in the presentation is already included in the Police Department budget. Chief Shelton next touched on the addition of \$10,000 for the new CAPERS report writing system. Chief Shelton wrapped up his portion of the presentation by discussing the capital items included in the Police budget. Two squad cars are scheduled to be replaced in the next year estimated at \$78,000. Two small projects, sound proofing the interrogation rooms and adding an exhaust fan to the evidence room have been included for \$2,500 apiece.

Administrator Halik presented the Public Works budget beginning with a \$203,150 increase to the tree maintenance line-item for the introduction of Emerald Ash Borer (EAB) Abatement Program. Administrator Halik explained the tree inventory conducted in the previous fiscal year identified 239 trees which are on the recommended removal list for the next year. After gathering some preliminary price estimates, staff concluded the Village could remove and replace each tree for roughly \$850 each. Trustee Kelly asked if the Village was going to allow private residences to be included within the EAB Abatement Program. Administrator Halik commented that the Village would include a public participation component in the RFP's. This would allow the public to receive the same removal/planting rates that the Village receives. Administrator Halik also explained his primary fear with the quantity of removals/replacements is if we experience draught conditions this upcoming year. With that in mind, Administrator Halik suggested the hiring of two part-time seasonal employees who would use the Village's water truck and water each replacement tree as needed. Administrator Halik explained the EAB Abatement Program will be a multi-year (3-5 year) endeavor, but that the first year will likely be the most expensive.

Administrator Halik concluded the Public Works department budget with an examination of upcoming capital expenses. The Village's only medium sized dump truck is in bad need of replacement with an estimated replacement cost of \$70,000. Half this expense (\$35,000) has been budgeted in the Public Works budget while the other half has been put in the Water Capital budget. Finally, \$28,000 has been included for entry signs for the Village. Administrator Halik explained this project may receive funding from an Illinois Transportation Enhancement Program (ITEP) Grant. Overall, the Public Works budget increased by 24.64% over last year's budget.

Administrator Halik next covered the Building & Zoning budget highlighting an increase of \$5,000 in overtime due to the volume of expected permit applications. Trustee Kelly expressed concern over the difficulty in finding information on the Building & Zoning section of the Village's website. Management Analyst Hummel agreed to place a link to that particular section of the website on the homepage. Overall, the Building & Zoning budget increased by 3.46% over last year's budget.

Administrator Halik continued with the Water Fund budget highlighting

several items, which resulted in a 3.25% increase over the previous year's budget. Funding has been included for a part-time seasonal laborer as well as a software upgrade for the SCADA system, which is used to run the Village's water system. Administrator Halik explained an additional \$22,500 has been included for main break repairs as the Village has seen an increase in breaks. Administrator Halik concluded the Water Fund budget by stating there is a \$109,043 increase included due to the DWC water rate increase discussed earlier in the evening.

Administrator Halik quickly touched on two items included in the Water Capital Fund and they are \$35,000 for the other half of the Public Works dump truck replacement and \$25,000 for the continuation of the Village's fire hydrant replacement program.

Director Dittman presented the Hotel/Motel Financial Report.

- Hotel/Motel Tax - \$51,110 down 4.84% from the prior year.

Director Dittman briefly went over the Hotel/Motel budget explaining the budget went down 25.63% because there had been a large promotional effort during the previous fiscal year.

Director Dittman next explained the Tax Increment Financing (TIF) Fund. She began with the addition of \$10,000 in the Accounting Fees line-item due to the amount of time spent on TIF related projects. The \$10,000 is not a new cost, but is rather a transfer from the Finance Accounting Fees line-item. Trustee Kelly inquired as to what the process moving forward looks like for the Village since the TIF is expiring in the next year. Director Dittman acknowledged the question by saying she spoke with the County and the Village is required to notify the parties in the TIF of the upcoming expiration. Also, an attorney will be needed to review the TIF closing documents. On a side note, Director Dittman noted that the SSA is still active through 2026.

Administrator Halik presented the Water Capital Improvements Fund next starting with the \$12,000 Water Tower Engineering Analysis Project, which was discussed earlier in the meeting. Another \$12,000 has been included for a Water Valve Insertion Project. Finally, there has been \$24,000 included for the replacement of Meter Transmitting Units (MTU's). Administrator Halik explained that MTU's are the pieces of equipment that allow the Village's water department to remotely collect water consumption readings. Each water account has an MTU attached to its water meter. These MTU's transmit readings to one of three Data Collection Units (DCU's), which in turn, transmit the readings into the Village's billing software. When the system was installed in 2001, we were advised that the battery life of an MTU was 15-20 years. Unfortunately, the Village has been experiencing a great deal of battery failures over the past two months. Because of the early failures, the manufacturer has offered a rebate on replacements, which has helped to defray the costs a bit. The Village is looking at the required replacement of 2,228 MTU's within the coming year or two. The cost of the replacement equipment only is about \$100 per MTU, without the rebate. Administrator Halik explained Downers Grove has

also been experiencing the same issues with their system, but after some research has elected to continue using the same manufacturer. Trustee Mistele commented that the Village appears to be locked into a 10-15 year cycle for replacements. Administrator Halik explained that the lifespan of an MTU should be at least 15 years. He advised that this issue is relatively new within the last 2 - 3 months, and that the problem is currently being examined by staff. A plan will be devised in the near future and brought to the Village Board for consideration.

Director Dittman explained the 2008 Bond Fund. Trustee Kelly asked if the Village has considered refinancing the debt from the Public Works Building/75<sup>th</sup> Street Extension Project. Director Dittman said she would look into the suggestion.

Director Dittman explained the Land Acquisition, Facility Expansion & Renovation (LAFER) Fund. Director Dittman said currently there are no planned expenditures, but there is \$3.2 million in the fund. Administrator Halik commented that the \$155,000 Waterford Park project could potentially be funded using this fund. Trustee Davi inquired as to where this money is kept and whether it is earning any interest. Director Dittman said if the money is not being used, the Village should look into various investment options.

Administrator Halik concluded the meeting by reminding the Village Board of the Board Budget Workshop, which is scheduled for March 18, 2013. At the workshop, staff will present discretionary items, such as archive file storage, which are not currently in the budget and were not presented tonight. Administrator Halik also invited each committee member to review the budgeted item highlight sheets located at the end of the budget packets and contact him with any questions. Finally, he thanked all meeting attendees for their time and the feedback offered during tonight's meeting.

#### **4. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

#### **5. ADJOURNMENT**

Motion to adjourn was made by Trustee Davi. Trustee Mistele seconded the motion.

The meeting was adjourned at 7:50 p.m.

(Minutes transcribed by: Garrett Hummel, 2/27/13)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, FEBRUARY 5, 2013, AT THE WILLOWBROOK VILLAGE HALL, 7760  
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Ronald Kanaverskis, Laurie Landsman, Carol Lazarski, Doug Stetina, and Ramona Weigus.

ABSENT: Commissioner Rene Schuurman.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JANUARY 17, 2013

The Commission reviewed the January 17, 2013 minutes.

MOTION: A Motion was made by Commissioner Stetina and seconded by Commissioner Landsman to approve the January 17, 2013 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Landsman, Lazarski, Stetina, and Weigus. NAYS: None. ABSENT: Commissioner Schuurman.

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

**Master Plan Focus Group Meetings**

Superintendent Violante stated four focus group meetings were held to gather feedback from Village residents about the recreation department. An average of ten individuals attended each of the meetings. At the final group meeting held on January 17, Tod Stanton from Design Perspectives reviewed the results of the village wide recreation survey and introduced a preliminary capital improvement plan. Feedback from these focus meetings will be used to assist in putting together the Comprehensive Master Plan.

5. OLD BUSINESS

Chairman Cobb requested that the master plan update be discussed at this time.

C. Master Plan Update

Superintendent Violante stated she met with Tod Stanton and Public Works Foreman Tony Witt to help narrow the focus on capital projects to be submitted in the FY13/14 budget. Administrator Halik advised her that the commission should recommend possible discretionary projects, as well as a project that will be featured in the upcoming OSLAD grant application process. Superintendent Violante indicated a decision on potential projects needs to be made tonight so she can propose the items to the Village Board for approval.

Superintendent Violante stated she will be meeting with Village Administrator Tim Halik, Management Analyst Garrett Hummel, and Tod Stanton to go over the preliminary master plan. Superintendent Violante stated a special workshop may be scheduled in April between the Village Board and the Parks and Recreation Commission to review the master plan. The plan needs to be completed by May and a grant submission done by July 1.

Superintendent Violante described two potential discretionary projects to present to the Village Board. The first project involves an accessible entrance into Waterford Park. The plan Tod Stanton has projected is a very large plan and may not be completely considered by the Village Board until the master plan is completed. Village Administrator Tim Halik stated that the Board may be in favor of installing an accessible entrance and walking path at Waterford Park. Money is in the budget from the Special Recreation Levy to help cover the costs for the accessible portion of this project.

The second project involves a dog park at Lake Hinsdale Village. Superintendent Violante stated she has spoken to the Lake Hinsdale Village management company and they are not in favor of a dog park. Superintendent Violante stated that Commissioner Lazarski had suggested installing a dog park on the Village owned land east of the Public Works Building.

After speaking with Administrator Halik, the suggestion was to do one project at Lake Hinsdale Village and one at Waterford Park, and submit the project at Willow Pond for the grant. The Commission began discussing the Waterford Park proposal.

Commissioner Landsman asked if a crushed limestone walkway path is wheelchair accessible. Tod Stanton stated it does compact to a hard, firm base. Commissioner Landsman asked if there are alternative options we can use for the walking surface. Mr. Stanton mentioned asphalt and rubberized surfaces, but stated they are more expensive.

Chairman Cobb asked how the path would hold up since the park is in a retention pond. Superintendent Violante stated she had spoken to Administrator Halik about how a crushed limestone path would hold up, and he concluded it would hold up under wet conditions. Commissioner Kanaverskis concurred with Mr. Halik's assertions.

Mr. Stanton reminded the Commission to keep in mind that this project at Waterford Park is a proposal for discretionary funding towards ADA compliance, not for grant submission.

Commissioner Lazarski suggested submitting the entire Waterford Park project as a discretionary item, including the removal of the current stairs, but possibly adding new stairs if needed.

Superintendent Violante then reviewed Mr. Stanton's recommendations for Lake Hinsdale Park. Commissioner Weigus asked if anybody uses the existing playground. Superintendent Violante stated when she spoke with the Lake Hinsdale Village management company they indicated it is never used. Chairman Cobb questioned why money should be spent there if no one uses the park. Commissioner Lazarski reminded the Commission that no one used Prairie Trail Park until amenities were added to the park. Mr. Stanton advised the Commission that his recommendations for the park were derived from the resident recreation surveys. After discussion about potential uses of the park, the commissioners agreed to wait on a project at Lake Hinsdale Village.

Mr. Stanton made suggestions of alternate revenue sources available from Village funds such as red light camera fine revenue. Mr. Stanton was advised this meeting is not the proper place for this type of discussion.

There was discussion about other potential discretionary projects for the FY 13/14 budget. Superintendent Violante indicated any projects pertaining to Willow Pond will be submitted in the upcoming grant proposal. Superintendent Violante reminded the Commission that the Board has not seen the master plan yet and may not approve design enhancements and additions until the master plan is completed.

After further discussion, the consensus of the Commission was to submit the Waterford Park updates for a FY 13/14 discretionary project and submit the Willow Pond project for the grant.

Commissioner Lazarski questioned if a vehicle can be added to the master plan. Mr. Stanton stated that the CPI plan is for parks and the vehicle can be added to the comprehensive master plan.

#### A. Fall Programming – Tree Lighting

Superintendent Violante stated a tree for the tree lighting ceremony cannot be planted at the corner of Plainfield Road and Route 83 at the Town Center.

Superintendent Violante presented a photo of a tree that is being donated by Executive Secretary Cindy Stuchl. Administrator Halik would like to replant it to use as the official Village holiday tree. The Village is looking for guidance from the commission on where they would like it replanted. The commissioners wished to review locations and return with a recommendation at a future meeting.

Superintendent Violante stated that \$812 was spent on this year's tree lighting event. She has budgeted \$1,000 for FY 13-14.

B. Holiday Party

The commission reviewed a summary of this year's event. Superintendent Violante stated that although she publicized this event a lot, the attendance was still lower than past years. Chairman Cobb stated there may have been more adults in attendance than previous years.

D. 2013/2014 Budget

Superintendent Violante reviewed what she submitted for 2013/14 FY Budget. The commissioners did not have any additional questions.

6. NEW BUSINESS

A. Maercker PTA Raffle Prize Donation

Superintendent Violante stated she received a request for raffle donations from Maercker PTA. Last year, a karate class and fishing party were donated. The karate class was not used. The consensus of the commissioners was to donate a fishing party and a dance class.

B. Movies in the Park

Superintendent Violante suggested showing older movies at movie night like Raiders of the Lost Ark. There could then be activities and concessions related to the theme of the movie. The commissioners requested to review a list of potential movies at the next meeting. Superintendent Violante indicated she would include a list in next meeting's meeting packet. Commissioner Stetina suggested having a family picnic coincide with the movie.

7. CORRESPONDENCE/COMMUNICATIONS

There was no correspondence.

8. VISITORS' BUSINESS

There was no visitors' business.

9. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Lazarski to adjourn the meeting at the hour of 8:35 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Landsman, Lazarski, Stetina, and Weigus. NAYS: None. ABSENT: Commissioner Schuurman.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

March 5 , 2013

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Chairman

Minutes transcribed by Cindy Stuchl.