

## 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, FEBRUARY 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 - February 11, 2013 (APPROVE)
  - c. Minutes - Executive Session - January 28, 2013 (APPROVE)
  - d. Warrants - \$209,633.35 (APPROVE)
  - e. Resolution - A Resolution Appointing a Primary Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency ("IRMA") (ADOPT)
  - f. Motion - Raffle Application - Kerry Piper Irish Pub (APPROVE)

### NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE GRANTING A VARIATION FROM SECTION 9-5A-3(D)1 TO REDUCE THE REQUIRED FRONT YARD SETBACK FROM 60' TO 56' 7<sup>3</sup>/<sub>8</sub>"; AND FROM SECTION 9-5A-3(D)3 TO REDUCE THE REQUIRED EXTERIOR SIDE YARD SETBACK FROM 50' TO 40' - 503 W. 64<sup>TH</sup> STREET
8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK -- TITLE 5, CHAPTER 1, SECTION 5-1-1.1 - PATROL OFFICER, MINIMUM ELIGIBILITY REQUIREMENTS
9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) - ILLINOIS ROUTE 83 (KINGERY HIGHWAY) TRAFFIC SIGNAL UPGRADES

10. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - RED-LIGHT CAMERA ENFORCEMENT SYSTEM - BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC.
11. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
12. DISCUSSION - SCAVENGER SERVICES SUBSIDY FEASIBILITY STUDY

PRIOR BUSINESS

13. COMMITTEE REPORTS
14. ATTORNEY'S REPORT
15. CLERK'S REPORT
16. ADMINISTRATOR'S REPORT
17. MAYOR'S REPORT
18. 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 Potential Litigation Matter Pursuant to 5 ILCS 120/2(c)(11)
19. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 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 Terrence Kelly, Michael Mistele, Sue Berglund, and Frank Trilla.

ABSENT: Trustees Dennis Baker and Umberto Davi

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - January 28, 2013 (APPROVE)
- c. Minutes - Executive Session - January 11, 2013 (APPROVE)
- d. Warrants - \$174,381.64 (APPROVE)
- e. Monthly Financial Report - January 31, 2013 (APPROVE)
- f. Ordinance - An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Willowbrook - Ordinance No. 13-0-02 (PASS)
- g. Plan Commission Recommendation - Request for Variations, 503 W. 64<sup>th</sup> Street (RECEIVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION - A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

Administrator Halik advised that this resolution identifies the planned motor fuel tax fund expenditure amount for calendar year 2013. This resolution is adopted at the beginning of each year and sent to IDOT prior to approving expenditures from the Village's MFT fund. This year, there is \$242,000 available for use in the annual road maintenance program and other MFT eligible projects. Adoption of this resolution does not mean that the Village is bound to use this full amount, only that this is what is available in the fund.

Staff will be presenting the proposed road maintenance program at the Budget Workshop in March.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to adopt Resolution No. 13-R-07.

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

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2013 LEGISLATIVE SESSION OF THE 98<sup>TH</sup> ASSEMBLY

Administrator Halik stated that the Village is a member of the DuPage Mayors and Managers Conference, which is comprised of 32 municipal governments. Each year, the Conference develops a Legislative Action Program based upon the agreed upon initiatives for the year. These initiatives include pension reform, protection of municipal funds, amending the PSEBA Act, and maintaining the requirements of the Wireless Emergency Telephone Safety Act.

The Village adopts an annual resolution that endorses the Conference's Legislative Action Program for that year. Once adopted, a signed and certified copy is sent to the DuPage Mayors and Managers Conference, all state legislators that represent Willowbrook, and the Governor's office.

Trustee Kelly questioned the protecting foreclosed property statement. Administrator Halik advised that several bills have been proposed pertaining to foreclosed property. The general effort has been to try to assist municipalities in keeping these properties maintained. At times, it has been difficult to make banks or holders responsible.

MOTION: Made by Trustee Kelly and seconded by Trustee Berglund to adopt Resolution No. 13-R-08.

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

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE AUTHORIZING EXECUTION OF THE ILLINIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN) AGREEMENT

Administrator Halik advised that the Village is already a member of the DuPage County Public Works Mutual Aid network. If an emergency exists, through this network the Village can pull resources from other DuPage County agencies to assist. The IPWMAN is a statewide group and will enable towns to pull needed resources from throughout the state.

Being a member does not create an obligation on the Village's part to send resources or staff to another event. In the event that this mutual aid is needed, the first five days of the coordinated response is provided at no charge. If the response exceeds the five days, then reimbursement is required.

Given current staff size and available limited resources, the Village should consider joining this network. Membership dues are only \$100 per year for a municipality of Willowbrook's size.

This agreement was raised at the January 14<sup>th</sup> Municipal Services Committee meeting and they are in full support of participation.

MOTION: Made by Trustee Mistele and seconded by Trustee Trilla to pass Ordinance No. 13-O-03.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Trilla had no report.

10. ATTORNEY'S REPORT

Attorney Hennessy had no report.

11. CLERK'S REPORT

Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

13. MAYOR'S REPORT

Mayor Napoli had no 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 Collective Negotiating Matters Between the Village and Its Employees and Their Representatives Pursuant to Chapter 5 ILCS 120/1(C)(2)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to recess into Executive Session at the hour of 6:42 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 6:47 p.m.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 6:49 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

February 25, 2013.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

February 25, 2013

GENERAL CORPORATE FUND	-----	\$103,839.61
WATER FUND	-----	105,068.74
TIF SPECIAL REVENUE FUND	-----	725.00
TOTAL WARRANTS	-----	\$209,633.35



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Tim Halik, Village Administrator

APPROVED:

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Robert A. Napoli, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 02/21/13

BILLS PAID REPORT FOR FEBRUARY, 2013

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	02/26 CK# 81468	\$1,894.62
D7088/FEB 13 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	410.86
D7088/FEB 13 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,483.76
AL WARREN OIL CO (2205)	02/26 CK# 81469	\$5,257.75
10767071 GASOLINE INVENTORY 01-190-126	01-190-126	5,257.75
AMERICAN FIRST AID SERVICE INC (77)	02/26 CK# 81471	\$46.55
122825 OPERATING EQUIPMENT 01-451-401	01-30-630-401	46.55
APPRIZE PROMOTIONAL PRODUCTS (2457)	02/26 CK# 81472	\$521.00
52133 PRINTING & PUBLISH 01-420-302	01-10-455-302	521.00
AT & T U-VERSE (SM) (2342)	02/26 CK# 81473	\$7.44
105661049-3FB13 MAINTENANCE - PW BUILDING	01-35-725-418	7.44
AZAVAR AUDIT SOLUTIONS INC (158)	02/26 CK# 81474	\$527.57
9274/FEB 13 UTILITY TAX 01-310-205	01-310-205	527.57
DARREN BIGGS (198)	02/26 CK# 81475	\$194.58
2013 UNFRMS UNIFORMS 01-451-345	01-30-630-345	194.58
COMMONWEALTH EDISON (370)	02/26 CK# 81476	\$291.61
0791026027FEB13 RED LIGHT - COM ED	01-30-630-248	50.49
1024813000FEB13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	12.64
423085170FEB13 RED LIGHT - COM ED	01-30-630-248	66.19
4403140110FEB13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	99.25
6863089003FEB13 RED LIGHT - COM ED	01-30-630-248	63.04
D & D BUSINESS, INC (2128)	02/26 CK# 81477	\$581.50
2750 PRINTING & PUBLISH 01-420-302	01-10-455-302	581.50
DELTA DENTAL PLAN OF ILLINOIS (468)	02/26 CK# 81478	\$3,236.61
MARCH 13 EMP DED PAY-INS 01-210-204	01-210-204	669.25
MARCH 13 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	123.63
MARCH 13 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	53.07
MARCH 13 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	106.14
MARCH 13 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,010.43
MARCH 13 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	114.88
MARCH 13 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	159.21
DUPAGE COUNTY TREASURER (497)	02/26 CK# 81479	\$250.00
1539/JAN13 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
ECO CLEAN MAINTENANCE INC (2385)	02/26 CK# 81481	\$1,449.00
3189/JAN13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,449.00
FIRESTONE TIRE & SERVICE (603)	02/26 CK# 81483	\$258.00
192147 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	258.00
4IMPRINT INC (2313)	02/26 CK# 81484	\$1,248.95
2724916 COMMODITIES 01-482-331	01-30-670-331	1,248.95
GUSTAVO GARCIA (1862)	02/26 CK# 81486	\$25.00
WL74206 TRAFFIC FINES 01-310-502	01-310-502	25.00
H AND R CONSTRUCTION INC. (742)	02/26 CK# 81487	\$10,185.00
14460 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	4,200.00
14461 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	3,360.00
14469 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	2,625.00
HELENA KUSPER (1862)	02/26 CK# 81488	\$25.00
WL74511 TRAFFIC FINES 01-310-502	01-310-502	25.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
HOME DEPOT COMMERCIAL (808)	02/26 CK# 81489	\$1,277.05
1021803 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	142.54
21916 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	19.71
3024135 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	32.13
3024189 IT - CONSULTING SERVICES 01-25-615-306	01-25-615-306	13.94
35651 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	57.30
5035296 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	69.39
6023927 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	6.73
6024021 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	139.34
6035932 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	43.50
6035932 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	43.50
6035956 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	12.38
7022295 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	164.82
9023481 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	509.97
9035713 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	81.77
9113636 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	-59.97
I.M.R.F. PENSION FUND (917)	02/26 CK# 81490	\$2,695.83
FEB 13 SLEP PENSION 01-10-455-155	01-30-630-156	2,695.83
I.R.M.A. (966)	02/26 CK# 81491	\$1,274.51
JAN 13 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	41.17
TANKS/JAN 13 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	1,233.34
ILLINOIS PAPER COMPANY (898)	02/26 CK# 81492	\$72.00
IN36220 OFFICE SUPPLIES 01-420-301	01-10-455-301	72.00
INTN'L CODE COUNCIL INC (943)	02/26 CK# 81493	\$125.00
2928236 FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	125.00
J & H DECOR (2451)	02/26 CK# 81494	\$113.24
BUCKLEY PUBLIC RELATIONS 01-435-365	01-10-475-365	113.24
KING CAR WASH (1057)	02/26 CK# 81495	\$120.00
60/JAN 13 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	120.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	02/26 CK# 81496	\$708.74
223630543 COPY SERVICE 01-451-315	01-30-630-315	352.92
223649474 COPY SERVICE 01-420-315	01-10-455-315	355.82
LASERCRAFT INC (2300)	02/26 CK# 81497	\$23,733.50
11476 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
11477 RED LIGHT - MISC FEE	01-30-630-249	1,258.50
LAW ENFORCEMENT RECORDS MNGRS IL (2318)	02/26 CK# 81498	\$50.00
SCHMITZ/RINELLA FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	50.00
LEXIS (21)	02/26 CK# 81499	\$257.75
1009686/DEC/JAN FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	257.75
LOGSDON OFFICE SUPPLY (2452)	02/26 CK# 81500	\$298.99
432586I OFFICE SUPPLIES 01-420-301	01-10-455-301	283.37
432586I OFFICE SUPPLIES 01-501-301	01-35-710-301	37.89
432645 OFFICE SUPPLIES 01-420-301	01-10-455-301	-158.67
433206I OFFICE SUPPLIES 01-420-301	01-10-455-301	45.64
433206I OFFICE SUPPLIES 01-25-610-301	01-25-610-301	15.76
433206I OFFICE SUPPLIES 01-501-301	01-35-710-301	75.00
MARQUARDT & BELMONTE P.C. (2259)	02/26 CK# 81501	\$397.50
5586/JAN 13 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	397.50

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MUNICIPAL CLERKS OF DUPAGE CNTY (1318)	02/26 CK# 81502	\$15.00
STUHL 2/6/13 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	15.00
NORTH AMERICAN SALT CO (1372)	02/26 CK# 81503	\$5,110.19
70938190 OPERATING SUPPLIES 01-540-331	01-35-755-331	1,484.62
70939179 OPERATING SUPPLIES 01-540-331	01-35-755-331	3,625.57
ILL. NOTARY DISCOUNT BONDING (861)	02/26 CK# 81504	\$44.90
517/DRAKE FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	44.90
O'HARA TRUE VALUE HOME AND HARDWARE (2481)	02/26 CK# 81505	\$113.90
A251831 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	26.97
A256018 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	13.95
A256458 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	22.27
A256488 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	35.95
A258713 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	14.76
ORKIN EXTERMINATING (1439)	02/26 CK# 81506	\$74.76
D2604360FEB13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	74.76
PCS INTERNATIONAL (2201)	02/26 CK# 81507	\$6,250.00
30329 IT - CONSULTING SERVICES 01-25-615-306	01-25-615-306	6,250.00
PETTY CASH C/O TIM HALIK (1492)	02/26 CK# 81508	\$330.09
2/19/13 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	161.75
2/19/13 GAS-OIL-WASH-MILEAGE 01-420-303	01-10-455-303	60.00
2/19/13 COMMISSARY PROVISION 01-420-355	01-10-455-355	75.50
2/19/13 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	32.84
PHILLIP'S FLOWERS (1498)	02/26 CK# 81509	\$90.95
924120 PUBLIC RELATIONS 01-435-365	01-10-475-365	90.95
THE PILATES BODY INC (2297)	02/26 CK# 81510	\$1,422.00
19546 FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	1,422.00
PUBLIC SAFETY DIRECT INC (2309)	02/26 CK# 81511	\$385.00
23724 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
23731 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	290.00
RAGS ELECTRIC, INC (1585)	02/26 CK# 81512	\$1,230.95
15031 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	400.95
15032 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	192.00
15034 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	288.00
15035 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	180.00
15036 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	170.00
RATHS, RATHS & JOHNSON, INC. (1591)	02/26 CK# 81513	\$505.50
12078-301 REIMB.	01-40-820-255	505.50
RED WING SHOE STORE (1605)	02/26 CK# 81514	\$528.07
45054437 UNIFORMS 01-501-345	01-35-710-345	198.00
45054439 UNIFORMS 01-501-345	01-35-710-345	51.08
45054491 UNIFORMS 01-501-345	01-35-710-345	278.99
LORI RINELLA (2204)	02/26 CK# 81515	\$34.00
REPLACEMENT CK PUBLIC RELATIONS 01-435-365	01-10-475-365	34.00
RUTLEDGE PRINTING CO. (1648)	02/26 CK# 81516	\$73.76
116401 PRINTING & PUBLISHING 01-451-302	01-30-630-302	73.76
SEASON COMFORT, CORP. (1687)	02/26 CK# 81517	\$799.23
200759 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	799.23

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SHELTON MARK (1709) 2013 UNFRMS UNIFORMS 01-451-345	02/26 CK# 81518 01-30-630-345	\$79.90 79.90
SIKICH LLP (1722) 154646/JAN 13 FINANCIAL SERVICES 01-25-620-252	02/26 CK# 81531 01-25-620-252	\$13,042.55 13,042.55
T.P.I. (1886) 6449/JAN 13 REIMB. 6449/JAN 13 PART TIME INSPECTOR 01-565-109 6449/JAN 13 REIMB.	02/26 CK# 81520 01-40-820-258 01-40-830-109 01-40-830-115	\$7,564.85 7,168.85 126.00 270.00
TAMELING GRADING (1836) TG5/JAN 13 SNOW REMOVAL CONTRACT 01-525-287	02/26 CK# 81521 01-35-740-287	\$90.00 90.00
THOMPSON ELEV. INSPECT. SERVICE (1873) 13-0393 ELEVATOR INSPECTION 01-565-117 13-0440 ELEVATOR INSPECTION 01-565-117	02/26 CK# 81522 01-40-830-117 01-40-830-117	\$774.00 301.00 473.00
TOM & JERRY'S SHELL SERVICES (1883) 47551 MAINTENANCE - VEHICLES 01-520-409	02/26 CK# 81523 01-35-735-409	\$169.76 169.76
TREASURER STATE OF ILLINOIS (874) 39927OCT-DEC12 MAINT TRAFFIC SIGNALS 01-530-224	02/26 CK# 81524 01-35-745-224	\$1,380.00 1,380.00
UNIFIRST (1926) 0610750008 MAINTENANCE - BUILDING 01-405-228 0610750120 MAINTENANCE - PW BUILDING	02/26 CK# 81525 01-10-466-228 01-35-725-418	\$240.36 184.88 55.48
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971) 457944/JAN 13 FEES - LABOR COUNSEL 01-425-242	02/26 CK# 81526 01-10-470-242	\$5,550.00 5,550.00
VERIZON WIRELESS (1972) 2865900797FB13 PHONE - TELEPHONES 01-05-410-201 2865900797FB13 PHONE - TELEPHONES 01-420-201 2865900797FB13 PHONE - TELEPHONES 01-451-201 2865900797FB13 TELEPHONES 01-501-201 2865900797FB13 TELEPHONES 01-551-201	02/26 CK# 81527 01-05-410-201 01-10-455-201 01-30-630-201 01-35-710-201 01-40-810-201	\$614.80 33.92 23.31 294.65 130.88 132.04
WAREHOUSE DIRECT (2002) 1838037-0 OFFICE SUPPLIES 01-451-301 1841195-0 OFFICE SUPPLIES 01-451-301	02/26 CK# 81528 01-30-630-301 01-30-630-301	\$200.80 12.46 188.34
TOTAL GENERAL CORPORATE FUND		\$103,839.61

VILLAGE OF WILLOWBROOK

RUN DATE: 02/21/13

BILLS PAID REPORT FOR FEBRUARY, 2013

PAGE: 5

RUN TIME: 09:06AM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	02/26 CK# 81470	\$507.69
92825MAR-MAY13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593MAR-MAY13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594/MAR-MAY13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
COMMONWEALTH EDISON (370)	02/26 CK# 81476	\$2,512.27
4651111049FEB13 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,212.76
5071072051FEB13 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,299.51
DELTA DENTAL PLAN OF ILLINOIS (468)	02/26 CK# 81478	\$114.89
MARCH 13 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	114.89
DUPAGE WATER COMMISSION (521)	02/26 CK# 81480	\$99,792.23
9919/JAN13 PURCHASE OF WATER 02-420-575	02-50-420-575	99,792.23
ENVIRO TEST INC (555)	02/26 CK# 81482	\$87.50
13129413/JAN13 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
W.W. GRAINGER (1999)	02/26 CK# 81485	\$178.61
9059367129 MAINTENANCE - METER EQUIPMENT 02-435-463	02-50-435-463	78.30
9063612106 MAINTENANCE - METER EQUIPMENT 02-435-463	02-50-435-463	66.96
9066163370 MAINTENANCE - METER EQUIPMENT 02-435-463	02-50-435-463	33.35
LOGSDON OFFICE SUPPLY (2452)	02/26 CK# 81500	\$57.92
4325861 OFFICE SUPPLIES 02-401-301	02-50-401-301	41.14
4332061 OFFICE SUPPLIES 02-401-301	02-50-401-301	16.78
RAGS ELECTRIC, INC (1585)	02/26 CK# 81512	\$400.94
15031 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	400.94
VERIZON WIRELESS (1972)	02/26 CK# 81527	\$130.88
2865900797FB13 PHONE - TELEPHONES 02-401-201	02-50-401-201	130.88
WESTOWN AUTO SUPPLY COMPANY (2026)	02/26 CK# 81529	\$8.86
49339 NEW - METERING EQUIPMENT 02-435-461	02-50-435-461	8.86
ZIEBELL WATER SERVICE PRODUCTS (2118)	02/26 CK# 81530	\$1,276.95
219379-000 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	1,276.95
TOTAL WATER FUND		\$105,068.74

VILLAGE OF WILLOWBROOK

RUN DATE: 02/21/13

BILLS PAID REPORT FOR FEBRUARY, 2013

PAGE: 6

RUN TIME: 09:06AM

T I F SPECIAL REVENUE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SIKICH LLP (1722)	02/26 CK# 81531	\$725.00
154646/JAN 13 AUDIT FEES 05-401-245	05-59-401-245	725.00
TOTAL T I F SPECIAL REVENUE FUND		\$725.00

VILLAGE OF WILLOWBROOK

RUN DATE: 02/21/13

BILLS PAID REPORT FOR FEBRUARY, 2013

PAGE: 7

RUN TIME: 09:06AM

SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	103,839.61	*
02-110-105	WATER FUND-CHECKING 0010330283	105,068.74	*
05-110-105	T I F SPECIAL REVENUE FUND-CHECKING 0010330283	725.00	*
TOTAL ALL FUNDS		209,633.35	**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY ("IRMA")

**AGENDA NO.**

**5e**

**AGENDA DATE:** 2/25/13

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

**SIGNATURE:**

*Tim Halik*

**LEGAL REVIEW:** N/A

**SIGNATURE:**

*N/A*

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

**SIGNATURE:**

*Tim Halik*

**REVIEWED & APPROVED BY COMMITTEE:**

YES

NO

N/A

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

The Village of Willowbrook is represented on the Intergovernmental Risk Management Agency ("IRMA") Board of Directors through an appointed delegate and alternate delegate. The IRMA Board meets on a quarterly basis to review and discuss relevant risk management related matters affecting municipalities. The designated alternate delegate would attend meetings in the event that the primary delegate could not. The appointment to serve on the IRMA Board of Directors is made by Resolution adopted by the Village Board.

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

One of the duties assigned to the position of Management Analyst within the Administration Department is that of risk management. Therefore, Garrett Hummel is currently appointed to serve as the primary delegate to IRMA, and will remain the primary delegate. Former Deputy Chief Oggerino previously served as the appointed alternate delegate, in times when Garrett was unavailable to attend meetings. Therefore, it is now necessary to appoint Deputy Chief Mark Altobella as the designated alternate delegate to IRMA.

**ACTION PROPOSED:**

Adopt the attached resolution.

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

A RESOLUTION APPOINTING A PRIMARY DELEGATE AND ALTERNATE DELEGATE TO THE  
INTERGOVERNMENTAL RISK MANAGEMENT AGENCY ("IRMA")

---

WHEREAS, the Village of Willowbrook adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and,

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) individual to represent that body on the Board of Directors of said Intergovernmental Agency ; and,

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

SECTION ONE: That Garrett Hummel, Management Analyst, Village of Willowbrook, is hereby appointed to represent the Village of Willowbrook as the primary delegate on the Board of Directors of said Intergovernmental Risk Management Agency.

SECTION TWO: That Mark Altobella, Deputy Chief of Police, Village of Willowbrook, is hereby appointed as the alternate delegate to serve if Garrett Hummel is unable to carry out his aforesaid duties as the representative of the Village of Willowbrook to said Intergovernmental Agency.

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 February, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

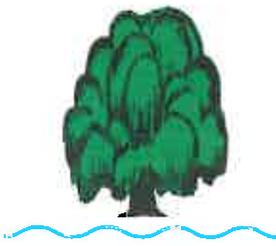
ROLL CALL VOTE:

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

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

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

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



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## LICENSE TO HOLD A RAFFLE

**Mayor**  
Robert A. Napoli

**Village Clerk**  
Leroy R. Hansen

1. The name of the Licensee:  
The Kerry Piper Irish Pub
2. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.  
\$1,500.00  
Proceeds to St. Baldrick's Foundation
3. The maximum retail value of each prize awarded by the licensee in a single raffle.  
\$1,500.00
4. The maximum price which may be charged for each raffle chance issued or sold.  
\$5.00
5. The maximum number of days during which chances may be issued or sold.  
One Day
6. The date on which the drawing is to be held.  
Sunday, March 17, 2013
7. The place at which the drawing is to be held.  
The Kerry Piper Irish Pub  
7900 Joliet Road, Willowbrook, IL

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING HELD ON THE 25<sup>th</sup> DAY OF February, 2013.

\_\_\_\_\_  
Leroy R. Hansen  
Village Clerk





# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## APPLICATION FOR LICENSE TO HOLD A RAFFLE

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

- Name, age and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name	Address	Age
Kathleen Jarzewska	401 Monarch Ln. Bolingbrook, IL 60440	43

Date of incorporation, if corporation: 1998

Date of formation of organization: 1998

Object for which organization or corporation was formed: FINISH AMERICAN PUB

- The area or areas within the Village in which raffle chances will be sold or issued and the time period during which raffle chances will be sold or issued.

7900 Joliet Rd. Sunday March 17 from 9am-1pm.

- The date on which the drawing is to be held

March 17, 2013

- The place at which the drawing is to be held.

Kerry Piper

- Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: \_\_\_\_\_ No: X

If yes, explain: \_\_\_\_\_



"A Place of American History"

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.

\$1500.00

7. The maximum retail value of each prize awarded by the licensee in a single raffle.

\$1500.00

8. The maximum price which may be charged for each raffle chance issued or sold.

\$5.00

9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:

Yes: \_\_\_\_\_

No: X

If yes, state reasons: \_\_\_\_\_

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.

Kathleen A. Juzewski

11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

Kathleen A. Juzewski

12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature:

Kathleen A. Juzewski

Date 2/20/13

## Our Mission

The St. Baldrick's Foundation is a volunteer-driven charity committed to funding the most promising research to find cures for childhood cancers and give survivors long and healthy lives.

## About the Foundation

- What began as a challenge between friends in 2000 has grown into the world's largest volunteer-driven fundraising opportunity benefiting childhood cancer research.
- Since 2000, more than 120 million USD has been raised for childhood cancer research.
- The St. Baldrick's Foundation funds more in childhood cancer research grants than any organization except the U.S. government.
- In 2011, St. Baldrick's awarded more than 21 million USD in grants.

## Realities of Childhood Cancer

### United States statistics:

- Childhood cancer kills more children than any other disease – more than AIDS, Asthma, diabetes, cystic fibrosis and congenital anomalies, combined.
- One in five children diagnosed with cancer will not survive.
- Two-thirds of childhood cancer patients will have a long lasting chronic condition from the very treatment that helped save their lives.
- Currently, childhood cancer research funding accounts for less than 4% of all cancer research funding allotted by the federal government.

### International statistics:

- Worldwide, more than 160,000 children are diagnosed with childhood cancer each year.
- A child is diagnosed every 3½ minutes with cancer.

## Fundraising Events

### Signature Head-Shaving Events

The St. Baldrick's Foundation coordinates worldwide signature head-shaving events where volunteers get bald to stand in solidarity with kids with cancer and raise money to support life-saving childhood cancer research.

- From 2000 to 2012, more than 190,000 shavees, including over 19,000 women, have shaved their heads at more than 4,900 St. Baldrick's events worldwide.
- In 2011, more than 1,000 events were held and more than 45,300 volunteers, including over 5,200 women, shaved their heads - the most in St. Baldrick's history.
- So far in 2012, more than 650 events and 8,300 shavees, including over 1,500 women, have registered on the Foundation's website.

### Other Events

Each year, St. Baldrick's volunteers come up with creative ways to support the cause:

- Climbing a mountain (Mt. Kilimanjaro, Mt. Rainier)
- Running or swimming a marathon
- Participating in an extreme desert footrace
- Riding in a motorcycle run
- Hosting a special presentation of a concert or play
- Writing a song and selling it on iTunes
- Creating a human line of hope
- Donating their birthday away



## Fact Sheet

### **BaseBald: A St. Baldrick's Program**

BaseBald is the perfect combination of team spirit, paired with a St. Baldrick's signature head-shaving event, where baseball teams and fans get bald in solidarity with the kids fighting cancer to raise awareness and money for childhood cancer research.

Learn more about BaseBald: [StBaldricks.org/events/basebald](http://StBaldricks.org/events/basebald)

### **letsCONQUER Movement**

letsCONQUER is where voices unite to cure childhood cancer. People from around the world have been empowered by letsCONQUER. Join them and add your voice to make a new reality for kids with cancer and help fund life-saving childhood cancer research.

A key tactic to do this by volunteers is creating a 15-30 second PSA-like vignette featuring a heartbreaking reality about childhood cancer and a call to action. The videos are virally distributed via social media and available to broadcast outlets.

Learn more about the movement: [letsCONQUER.org](http://letsCONQUER.org)

### **Advocacy - New in 2012**

St. Baldrick's introduces Speak Up for Kids' Cancer, the Foundation's advocacy action network. Together with our advocacy partners, we provide information, training, and resources to help volunteers contact members of Congress to express their views on issues and raise awareness of childhood cancer.

Speak Up for Kids' Cancer gives a voice to the vast network of volunteers, donors, and participants involved in the work of the St. Baldrick's Foundation and is the natural next step in our efforts to *Conquer Kids' Cancer*.

Learn more about Speak Up for Kids' Cancer: [StBaldricks.org/advocacy](http://StBaldricks.org/advocacy)

### **Other Ways to Get Involved**

Organize an event, donate, volunteer, involve your business, give a matching gift, make a tribute or memorial gift or spread the word!

Visit [StBaldricks.org](http://StBaldricks.org) to check out how you can support life-saving childhood cancer research.

### **Find Us On**



**Media Contact:** Traci Shirk, Media & PR Specialist, [Media@StBaldricks.org](mailto:Media@StBaldricks.org) or 626.792.8247 x50

Advocacy groups, or drug companies, may not have been cured. This is why the St. Baldrick's Foundation is a major part of our family - to want others like us to benefit from life-saving medicine. We wish with the utmost fervor, of course, to see our son - David Fleming and his son Leonard, Georgia, volunteer, pay pawns to charity, childhood cancer, in remission.



**Research You Made Possible**  
A SAMPLE OF RESEARCHER RESEARCH  
OF ST. BALDRICK'S FOUNDATION

**RESEARCHER REVIEW:**

"The importance of this work cannot be overemphasized. It lays the groundwork for further immunotherapy trials in both children and adults... St. Baldrick's should feel proud to have supported the biology on this breakthrough clinical trial."

**RESEARCHER REVIEW:**

"The investigator has developed a method for screening compounds that may inhibit the growth of Ewing sarcoma... This is a novel approach to treating a devastating disease... Very exciting! This is personalized medicine based on targeting a particular gene mutation specific to this tumor."

**RESEARCHER REVIEW:**

"The researcher accomplished the goals of the project by providing the novel evidence that tumor microenvironment influences development of leukemia. This opens new approaches to development of the new therapy for leukemia."

**RESEARCHER REVIEW:**

"This research [on the mental, emotional and social impact of childhood cancer] provides medical teams a tool to screen and treat families who are not able to cope well with their new diagnosis. After validating it, the researchers have made this tool available to institutions around the country and the world."

**RESEARCHER:**

Paul Sondel, M.D., Ph.D., University of Wisconsin-Madison, American Family Children's Hospital, Wisconsin

**RESEARCHER:**

St. Baldrick's Cooperative Research Grant (COG Neuroblastoma Lab)

**RESEARCHER:**

Andrew Kung, M.D., Ph.D., Dana-Farber Cancer Institute, Massachusetts

**RESEARCHER:**

St. Baldrick's Research Grant

**RESEARCHER:**

Sarah Vaisebut, M.D., Steven and Alexandra Cohen Medical Center, New York

**RESEARCHER:**

St. Baldrick's Research Grant

**RESEARCHER:**

Anne Kazan, Ph.D., ABPP, Children's Hospital of Philadelphia, Pennsylvania

**RESEARCHER:**

St. Baldrick's Research Grant

For more grant information, visit [StBaldricks.org/donate-the-money](http://StBaldricks.org/donate-the-money)

**FISCAL YEAR**

**July 1, 2010 - June 30, 2011**

**\$50,000**

**\$28,290,501**

**\$20,000**

**\$22,211,255**

**\$17,404,493**

**\$12,934,504**

**Amount Raised (USD)**

Calendar Year Totals	2007	2008	2009	2010	2011
					\$0

**About the Financials**

The Foundation remains committed to complete transparency, accountability and efficiency, adhering to the Donor Bill of Rights, and accepted standards for top-rated charities.

**Charity rating agencies recommend that fundraising costs per dollar raised be kept under 35%, and special events often cost as much as 50% of funds raised. Our fundraising cost in this fiscal year was a healthy 16%, and we strive to be more efficient each year.**

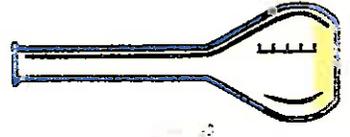
**Changes in unrestricted net assets:**

Total unrestricted revenues and gains	27,411,426
Expenses for program and support services:	
Childhood cancer research	22,480,504
Fundraising (salaries, benefits, pension, donation processing fees, etc)	4,373,660
Management and general	654,270
Total program and support services	27,508,434
Increase in unrestricted net assets:	(97,008)
Net assets, beginning of year	8,875,608
Net assets, end of year	\$8,778,600

**Source of Funds**

St. Baldrick's volunteer event organizers, shavers, barbers, sponsors, donors, staff, board members and other volunteers generate 100% of revenues.

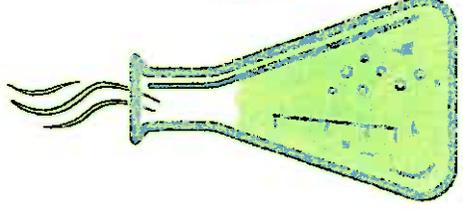
100% VOLUNTEER GENERATED



**2%**  
Management and General



**82%**  
Childhood Cancer Research



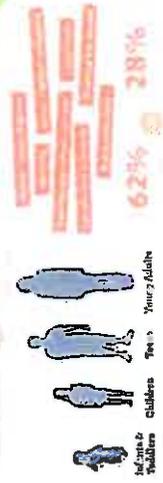
St. Baldrick's Foundation, Inc. 8500  
10000 Woodloch Forest Dr. Suite 100  
Columbia, MD 21046



St. Elizabeth's Foundation and you sharing a common goal to Conquer AIDS '09.

# CHILDHOOD CANCER

Each year, around the world, 160,000 children die from cancer.



can't get cancer

The fight against childhood cancer is underfunded... and always has been.

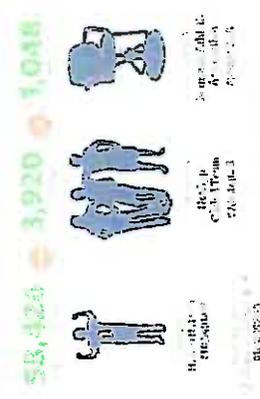
Country	Childhood Cancer Incidence	Total Cancer Incidence
USA	10,000	1,000,000
UK	1,000	1,000,000
India	100	1,000,000

Research is the difference between survival and death.



Childhood cancer is a global crisis.

# A YEAR OF IMPACT



Every child deserves a child to play and smile with cancer.

Every child deserves a child to play and smile with cancer.

In part of the world, the most common cause of death for children is cancer.

80% of children die from cancer in developing countries.

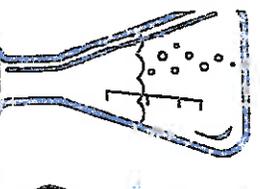
With you... hope begins.

Researchers of all experience levels apply for grants. Each application is reviewed by the most knowledgeable experts in the field.

Grant applications received by the most knowledgeable experts in the field.

- Researcher must have a Ph.D. or M.D. and be a U.S. citizen or permanent resident.
- Researcher must have a minimum of 5 years of post-graduate research experience.
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- Researcher must have a minimum of 5 years of post-graduate research experience.

\$27.7 million granted worldwide



St. Elizabeth's Foundation



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

January 28, 2013

**Mayor**

Robert A. Napoli

Yongqi Chen  
362 63rd St  
Willowbrook Il 60527

Re: Account No. 353225.000  
Delinquent Water Bill

**Village Clerk**

Leroy R. Hansen

Dear Yongqi Chen:

Please be advised that your water bill is now delinquent in the amount of \$107.66. 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 February 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.

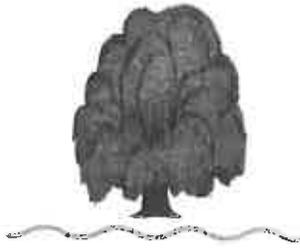
Sincerely,

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)

January 28, 2013

**Mayor**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

Ms. Lisa Deering  
21 Portwine Rd  
Willowbrook IL 60527

Re: Account No. 350225.003  
Delinquent Water Bill

Dear Ms. Deering:

Please be advised that your water bill is now delinquent in the amount of \$191.64. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 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

January 28, 2013

**Mayor**

Robert A. Napoli

Mr. Jeremy Leonhard  
23 Windward Circle  
Willowbrook II 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 350690.002  
Delinquent Water Bill

Dear Mr. Leonhard:

Please be advised that your water bill is now delinquent in the amount of \$134.77. 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 February 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.

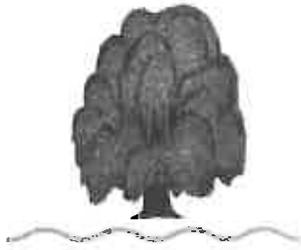
Sincerely,

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

January 28, 2013

**Mayor**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

Ms. Janis Liggons  
38 Kyle Ct  
Willowbrook Il 60527

Re: Account No. 350530.009  
Delinquent Water Bill

Dear Ms. Liggons:

Please be advised that your water bill is now delinquent in the amount of \$136.76. 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 February 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

### ITEM TITLE:

AN ORDINANCE GRANTING A VARIATION FROM SECTION 9-5A-3(D)1 TO REDUCE THE REQUIRED FRONT YARD SETBACK FROM 60' TO 56'7 $\frac{3}{8}$ "; AND FROM SECTION 9-5A-3(D)3 TO REDUCE THE REQUIRED EXTERIOR SIDE YARD SETBACK FROM 50' TO 40' - 503 W. 64TH STREET

AGENDA NO.

7

AGENDA DATE: 02/25/13

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

SIGNATURE:



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

SIGNATURE:



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

SIGNATURE:



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

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

The applicant is requesting a variation from Section 9-5A-3(D)1 to reduce the required front yard setback from sixty feet (60') to fifty-six feet seven and three-eighths inches (56'-7 $\frac{3}{8}$ "), and a variation from Section 9-5A-3(D)3 to reduce the required exterior side yard setback from fifty feet (50') to forty feet (40') to allow a new home to be constructed utilizing roughly the same setbacks as the home that previously existed on the lot.

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

The Plan Commission held the public hearing and made a recommendation to approve the requested variations at their February 6, 2013 meeting. They noted that granting the requested relief would actually generate less of an impact on the neighbors to the east and south than if the applicant complied with the setback requirements within the zoning ordinance. The Plan Commission also acknowledged concerns about flooding expressed by the three neighboring property owners that spoke at the meeting and asked staff to coordinate a subsequent meeting with these residents and the Village Engineer so that the Village could gain a better understanding of their concerns and also explain the process required to meet local and county stormwater ordinances. Staff held this meeting with two of the neighboring families on February 20, 2013, and conveyed what would be required of the applicant to ensure no adverse drainage conditions would be created as a result of the development. Village Engineer Dan Lynch will also perform a site inspection of the general area to become familiar with current drainage conditions and will provide neighbors with additional information as it becomes available through the permit review process.

### ACTION PROPOSED:

Staff recommends approval of the attached ordinance.

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

**AN ORDINANCE GRANTING A VARIATION FROM SECTION 9-5A-3(D)1 TO  
REDUCE THE REQUIRED FRONT YARD SETBACK FROM 60' TO 56'7<sup>3</sup>/<sub>8</sub>"; AND  
FROM SECTION 9-5A-3(D)3 TO REDUCE THE REQUIRED EXTERIOR SIDE  
YARD SETBACK FROM 50' TO 40' - 503 W. 64TH STREET**

---

WHEREAS, on or about November 12, 2012, Nenad and Biljana Radonjic, as applicant and property owners, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village grant a variation from Section 9-5A-3(D)1 to reduce the minimum front yard setback from sixty feet (60') to fifty-six feet, seven and three-eighths inches (56'-7<sup>3</sup>/<sub>8</sub>"), and a variation from Section 9-5A-3(D)3 to reduce the minimum exterior side yard setback from fifty feet (50') to forty feet (40') for the construction of a new home on a currently vacant lot (the "IMPROVEMENTS") on the Subject Realty; and,

WHEREAS, Notice of Public Hearing on said application was published on or about January 18, 2013, in a newspaper having general circulation within the Village, to-wit, the Suburban Life newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about

February 6, 2013, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, at said Public Hearing, all interested parties had an opportunity to be heard; and

WHEREAS, the Plan Commission has forwarded its recommendations, including their Findings of Fact, to the Mayor and Board of Trustees for consideration at their February 25, 2013 Village Board meeting, a copy of said recommendations and Findings of Fact being attached hereto as Exhibit "B" and made a part hereof.

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 recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

SECTION TWO: That the Findings of Fact made by the Plan Commission in its recommendation attached hereto as Exhibit "B" are hereby adopted by the Mayor and Board of Trustees.

SECTION THREE: That pursuant to Section 9-14-4 of the Village Code, the following variation from the provisions of the Zoning Ordinance be and the same are hereby granted for the Subject Realty:

- A. From 9-5A-3(D)1 to reduce the minimum front yard setback from sixty feet (60') to fifty-six, seven and three-eighths inches (56'-7 $\frac{3}{8}$ "').
- B. From 9-5A-3(D)3 to reduce the minimum exterior side yard setback from fifty feet (50') to forty feet (40').

SECTION FOUR: That the relief granted in Section Three is for the purpose of facilitating the Improvements defined herein, and is expressly conditioned upon the following:

1. Construction shall be in substantial compliance with the following plans, subject to review and approval of a building permit for compliance with the stated variations granted and all other requirements of the Village:
  - A. Preliminary Engineering, prepared by Richard E. Fisher Engineering, dated January 4, 2013, latest revision dated January 14, 2013.
  - B. Proposed Site/Landscaping Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
  - C. Sheets A1, A2, A3, A4, and A5 prepared by David A Schaeffer Architects, dated July 17, 2012, latest revision dated January 15, 2013.
2. Except for the relief expressly granted herein, no other relief is granted nor should be implied.
3. Five Evergreen Trees shall be planted and maintained at all times as indicated on the Landscape Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
4. A Plat of Easement granting a 10' Public Utility and Drainage easement along the south property line shall be finalized in substantially the form prepared by Professional Land Surveying, Inc., dated 1/14/14, but revised as required and approved by the

Village Engineer prior to the issuance of a building permit.

SECTION FIVE: 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 SIX: 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 February, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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

EXHIBIT A  
Legal Description

LOT 22 IN ERION'S HIGH VIEW ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954 AS DOCUMENT 721075 AND CERTIFICATE OF CORRECTION FILED JULY 19, 1954 AS DOCUMENT 723525, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-23-201-032

Common Address: 503 W. 64<sup>th</sup> Street, Willowbrook, Illinois.

EXHIBIT B  
Recommendation and Findings of Fact

M E M O R A N D U M

MEMO TO: Robert Napoli, Mayor  
Board of Trustees

MEMO FROM: Daniel Kopp, Plan Commission Chairman

DATE: February 6, 2013

SUBJECT: 503 W. 64<sup>th</sup> Street - variations to allow construction of a new home in compliance with the submitted plans that is consistent with the front and corner side yard setbacks of the prior home on the lot.

At the meeting of the Plan Commission held on February 6, 2013, the above was discussed and the following motion was made:

MOTION: Made by Commissioner Soukup, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Mayor and Village Board adoption of the Findings of Fact presented in the staff report for Zoning Hearing Case No. 13-01: 503 W. 64th, requesting variations in the R-1 Single Family Residence District to reduce the minimum front yard setback from sixty feet (60') to fifty-six feet, seven and three-eighths inches (56' 7 3/8") and the corner side yard setback from fifty feet (50') to forty feet (40'), for the construction of a new home subject to the following conditions:

1. Construction shall be in substantial compliance with the following plans, subject to review and approval of a building permit for compliance with the stated variations granted and all other requirements of the Village:
  - A. Preliminary Engineering, prepared by Richard E. Fisher Engineering, dated January 4, 2013, latest revision dated January 14, 2013.
  - B. Proposed Site/Landscaping Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
  - C. Sheets A1, A2, A3, A4, and A5 prepared by David A Schaeffer Architects, dated July 17, 2012, latest revision dated January 15, 2013.

2. Except for the relief expressly granted herein, no other relief is granted nor should be implied.
3. Five Evergreen Trees shall be planted and maintained at all times as indicated on the Landscape Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
4. A Plat of Easement granting a 10' Public Utility and Drainage easement along the south property line shall be finalized in substantially the form prepared by Professional Land Surveying, Inc., dated 1/14/13, but revised as required and approved by the Village Engineer prior to the issuance of a building permit.

FINDINGS OF FACT FOR ZONING VARIATIONS

503 W. 64<sup>th</sup> Street

Each standard for variations is listed below in **bold**. The Plan Commission's findings for each standard is listed in *italics*.

**(A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**

*The owner proposes to orient a new home on this lot toward the corner side yard (64<sup>th</sup> Street) using the same setbacks and orientation as the prior home on the lot, which was recently demolished. The neighborhood is established and is accustomed to the home being oriented and situated on the lot in this manner. Constructing the home in compliance with the required setbacks and utilizing the same orientation would result in a usable "rear yard" (along the south property line) of as little as 15'. This is not a practical use of property and would result in diminished returns.*

**(B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.**

*This corner lot has always been occupied by a home that has faced to corner side yard along 64<sup>th</sup> Street. The lot slopes from north to south, providing an opportunity for the construction of a new home with the same orientation toward 64<sup>th</sup> that allows for a walk-out basement. The slope of the land does not permit a walk-out basement to the east, which is technically the "rear yard" as defined by the Ordinance. Granting of the variation will allow for greater separation between the new home and the existing home to the south, which faces east toward Thurlow.*

*Maintaining the existing setbacks as the prior home on this lot also allows for the preservation of some existing mature trees on the northeast and east side of the proposed new home.*

**(C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.**

*The hardships described were created by the original platting of the lot and the natural topography of the land and were not created by the current owners.*

**(D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.**

*The proposed variations will not detrimental to the public welfare or injurious to other property or improvements in the neighborhood since they will allow for greater separation between the proposed new home and the existing homes to the south and east. Additionally, the applicant has agreed to further mitigate the impact of the proposed taller house on the property to the south by installing a line of evergreen trees between the new home and the south property line to visually screen the new home from the rear yard of the adjoining home to the south, providing further benefit to the neighboring property.*

**(E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.**

*The proposed construction of a new home in the same location as the prior home will not impair adequate supply of light and air to adjacent properties, or substantially increase congestion in public streets, increase the danger of fire, or endanger the public safety.*

**(F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)**

*Granting the variation to allow for the construction of the proposed new home in the same location as the old home will not alter the essential character of the area.*

(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-0-05, 1-27-1997)

*The proposed variations are in harmony with the spirit and intent of this title because they allow for the construction of a home that will be most similar to what neighboring property owners have already experienced for many years.*

**Meeting Date:** February 25, 2013  
**Plan Commission Hearing Date:** Wednesday, February 6, 2013

**Prepared By:** Jo Ellen Charlton, AICP, Consulting Village Planner

**Case Title:** Zoning Hearing Case No. 13-01: 503 W. 64<sup>th</sup>. Variations in R-1 Single Family Residence District to reduce the minimum front yard setback from sixty feet (60') to fifty-six feet, seven and three-eighths inches (56' 7 3/8") and the minimum corner side yard setback from fifty feet (50') to forty feet (40').

**Petitioner:** Nenad and Biljana Radonjic, Owners

**Action Requested:** Public Hearing, Discussion and Recommendation for approval of variations to reduce the minimum front and corner side yard setbacks to construct a new home with the same front and corner side yard setbacks as the previous home (now demolished).

**Location:** 503 W. 64th

**Property Size:** 27,893 Square Feet or .64 acres

**Existing Zoning/Use:** R-1 Single Family Residence, Vacant Lot

**Proposed Zoning/Use:** R-1 Single Family Residence, New Single Family Home

<b>Surrounding Land Use:</b>	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Single Family Home	R-1
<i>South</i>	Single Family Home	County
<i>East</i>	Single Family Home	R-1
<i>West</i>	Single Family Home	County

**Documents Attached:**

1. Preliminary Engineering, prepared by Richard E. Fisher Engineering, dated January 4, 2013, latest revision dated January 14, 2013.
2. Proposed Site/Landscaping Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
3. Sheets A1, A2, A3, A4, and A5 prepared by David A Schaeffer Architects, dated July 17, 2012, latest revision dated January 15, 2013.
4. Plat of Easement granting a 10' Public Utility and Drainage Easement

**Necessary Action By the Board:** Consideration of Attached Ordinance approving variations.

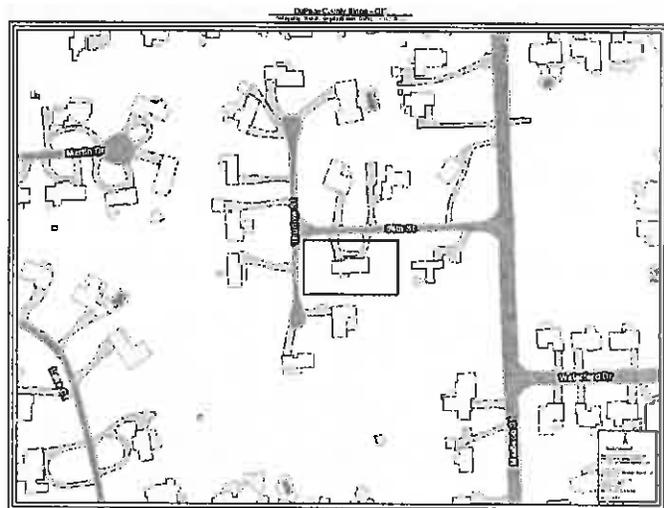
**Staff's recommendation can be found on Page 5 .**

**Site Description:** The subject property contains 0.64 acres and is located on the southeast corner of 64<sup>th</sup> and Thurlow. While the lot is currently vacant, the prior home (now demolished), was constructed in the County with a front yard setback 55.26' along Thurlow and a corner side yard setback of 39.85' along 64<sup>th</sup>. A 35' front and corner side yard "building line" is platted on the Plat of Survey.

As a corner lot, the Ordinance defines the front of the lot as facing Thurlow to the west, with the corner side yard facing 64<sup>th</sup> Street to the north. The planimetric graphic below shows how the prior home faced 64<sup>th</sup> Street, the corner side yard. The current owner wishes to construct the new home with the same orientation as the old home toward 64<sup>th</sup>. The home on the lot to the south of this lot faces the Thurlow cul-de-sac, meaning their side lot line will be adjoining the subject property's functional rear yard, just as it has for many years. The home to the east, also faces its corner side yard along 64th, and these two homes are the only homes between Thurlow and Madison.



Plat Map



Planimetric Map

(Previous Home on Subject Lot Now Demolished)

**Development Proposal:** The applicant wishes to construct a new home on the now-vacant lot utilizing nearly the same front and corner side yard setbacks; however in lieu of a one story house, the new owner intends to construct a two-story home with a walk-out basement off the rear (south) elevation of the home. Constructing the home in compliance with the Ordinance would make the functional rear yard located to the rear (south) of the home, much smaller and less usable. More importantly, increasing the setback to the Ordinance requirements would create a greater impact on the neighbor to the south, because the home would be closer than the prior home. The prior home's closer setback to 64<sup>th</sup> Street provided between 65 and 70' of yard space between the structure and the common lot line. As might be expected in new construction, the new home is larger than the old one, however maintaining the same setback from 64<sup>th</sup> Street allows for 41' of yard space between the rear of the house and the common lot line. Complying with the ordinance would move the home ten feet (10') closer to the common lot line. It is important to note that the Ordinance considers the south property line an interior lot line and would allow for a 15' setback.

**Comprehensive Plan:** The Village's Comprehensive Plan indicates single family residential for this property.

**Analysis:**

**Variation:** The Zoning Ordinance requires a front yard setback of 60' and a corner side yard setback of 50' in the R-1 District. Most of the homes in this area were constructed in compliance with County regulations and remain unincorporated or have since annexed to the Village of Willowbrook. The subject property and the home immediately east are the only two properties on the south side of 64<sup>th</sup> between Thurlow and Madison. The home to the east also faces the 64<sup>th</sup> Street corner side yard and has a similar setback judging from the County's GIS mapping. The home to the south faces the Thurlow cul-de-sac and is generally aligned with the proposed setback as well.

Compliance with the Ordinance with regard to the front yard setback would require the removal of a stand of mature trees shown on the enclosed Landscape Plan to the east of the proposed home. Compliance with the Ordinance with regard to the corner side yard setback would allow the new home to be located within fifteen feet (15') of the south property line, which is much closer than the owner to the south experienced with the previous home. A fifteen foot setback would also be too small for a functional "rear yard" and would not be practical or appropriate given development history in the area. Granting the corner side yard variation actually allows for more separation between the subject property and the home to the south.

Plat of Easement: In compliance with the Subdivision Regulations, the owner has prepared a plat of easement, and showed new easements along the south and west property lines. Pursuant to a review by the Village Engineer, an easement along the west property line is not required and may be removed prior to be recorded. The revised plat of easement shall be recorded prior to the issuance of any building permits.

Appropriateness of Use. Plans showing the proposed construction are attached for illustrative purposes. The plans show a two story, 5,012 square foot home facing 64<sup>th</sup> Street. The home also includes a full walk out basement on the south elevation. The owner plans to utilize the same circular drive as the previous home, which will also lead to a side load garage on the west elevation. The home is similar in construction and style to many of the newer homes recently constructed within the community. No other variations to bulk, size or height are being requested or will be permitted as a result of a formal zoning review that will be confirmed by the building inspector during the building permit process. A general review has been completed based on the information provided by the architect on the drawings as follows:

Regulation	Requirement	Proposed
Front (West)	60'	56' 7 3/8"
Corner Side (North)	50'	40'
Interior Side (South)	15'	41'
Rear (East)	50'	54' 6 3/8"
Floor Area Ratio (FAR)	.3 Maximum Lot Size (27,893) x .3 = 8,368	.26
Stories	2	2
Height	35'	35'
Lot Coverage	30%	13.4%
Minimum Habitable Ground Floor Area	1,000 sqft. on 1 <sup>st</sup> floor for 2-Story	2,839 sqft.
Maximum Garage Size	Greater of 800 sqft. or 35% of Foundation Foundation is 2839 * .35 = 994	890

Conditions of Approval.

In an effort to minimize the impact of the increased size (bulk and height) of the proposed home as viewed by the property owner to the south, the applicant has agreed to install evergreen trees along that part of the south property line that would screen the second level outdoor deck area from the adjoining property owner's rear yard. It is recommended that this condition be included in the ordinance considered by the Village Board.

Standards for Variations.

The Zoning Ordinance allows variations to the minimum yard requirements in zoning districts pursuant to 9-14-4.4(B) if the Plan Commission and Board of Trustees make affirmative findings on the Standards listed in 9-14-4.5. These standards are enumerated below. The applicant's response to the standards is attached in a letter dated January 15, 2013. Staff has considered the applicant's responses and proposes the Plan Commission approve the following "findings of fact" relative to the requested variations.

**Standards for Variation  
And  
Findings of Fact**

**(A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**

The owner proposes to orient a new home on this lot toward the corner side yard (64<sup>th</sup> Street) using the same setbacks and orientation as the prior home on the lot, which was recently demolished. The neighborhood is established and is accustomed to the home being oriented and situated on the lot in this manner. Constructing the home in compliance with the required setbacks and utilizing the same orientation would result in a usable "rear yard" (along the south property line) of as little as 15'. This is not a practical use of property and would result in diminished returns.

**(B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.**

This corner lot has always been occupied by a home that has faced to corner side yard along 64<sup>th</sup> Street. The lot slopes from north to south, providing an opportunity for the construction of a new home with the same orientation toward 64<sup>th</sup> that allows for a walk-out basement. The slope of the land does not permit a walk-out basement to the east, which is technically the "rear yard" as defined by the Ordinance. Granting of the variation will allow for greater separation between the new home and the existing home to the south, which faces east toward Thurlow.

Maintaining the existing setbacks as the prior home on this lot also allows for the preservation of some existing mature trees on the northeast and east side of the proposed new home.

**(C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.**

The hardships described were created by the original platting of the lot and the natural topography of the land and were not created by the current owners.

**(D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.**

The proposed variations will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood since they will allow for greater separation between the proposed new home and the existing homes to the south and east. Additionally, the applicant has agreed to further mitigate the impact of the proposed taller house on the property to the south by installing a line of evergreen trees between the new home and the south property line to visually screen the new home from the rear yard of the adjoining home to the south, providing further benefit to the neighboring property.

**(E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.**

The proposed construction of a new home in the same location as the prior home will not impair adequate supply of light and air to adjacent properties, or substantially increase congestion in public streets, increase the danger of fire, or endanger the public safety.

**(F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)**

Granting the variation to allow for the construction of the proposed new home in the same location as the old home will not alter the essential character of the area.

**(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)**

The proposed variations are in harmony with the spirit and intent of this title because they allow for the construction of a home that will be most similar to what neighboring property owners have already experienced for many years.

**Plan Commission Public Hearing/Discussion:**

The Plan Commission discussed this petition at their February 6, 2013. At the meeting the following members were in attendance: Baker, Soukup, Wagner, and Chairman Kopp. Delsarto and Remkus were absent.

The applicant provided a brief overview of the request. Based on the orientation of the original house, he commented that he wanted to position a new, but larger home so that the northwest corner was basically in the same location as the original home. With this placement, the natural topography on the lot would allow for a walk out basement off the south elevation.

The Plan Commission talked about the proposed placement of the home and noted that compliance with the ordinance would actually create a larger impact on the property owners to the south and east.

Randy and Christopher Gertsen, neighbors immediately to the south, discussed concerns that the additional lot coverage will make existing flooding issues on his property worse. They have a window well on their north elevation, which has been breached during previous rain events. A considerable amount of water also flows along his west property line, along Thurlow, under his drive through culverts that he installed. These culverts also cannot handle the volume of water during heavy rain events. He also noted that an existing fire hydrant at the northwest corner of his lot is routinely surrounded by water. He also asked questions as to how much closer the rear of the home and the two story deck would be to his property line. It was estimated that the deck would be around thirty feet from his property line.

Ed Oldis, a neighbor at the end of the cul-de-sac to the south, commented about the flow of water between his and Mr. Gertsen's house on the way to the creek, located south of his home on his property. He's concerned about additional water.

Pam Duncan, neighbor immediately to the east, suggested that the variations be granted because they created a larger separation between her house and the proposed new house. She responded to concerns about discussion that the proposed engineering would direct stormwater to the east, along the south property line, which terminates in her yard. She is concerned with the additional flow of water from that point because she has an active septic field in that general area that will not operate correctly if subjected to additional flooding.

The Plan Commission generally spoke in favor of the requested variations and that it made sense to allow construction of the home with nearly the same setbacks as the previous home enjoyed. They were sympathetic to the flooding concerns described by neighbors, but noted that they were not necessarily an issue that was related to this zoning case. Chairman Kopp noted that if the zoning relief was granted, it would not relieve the applicant from any requirements they might yet have to meet with regard to designing the home and the grading on the lot to comply with local and county stormwater requirements to the satisfaction of the Village Engineer. He noted that those plans typically aren't submitted by the applicant and evaluated by the Village until after zoning relief had been granted. All Plan Commission members agreed and recommended that it would be worthwhile for staff to arrange to have these neighbors meet with the Village Engineer so he could better understand existing conditions from their perspective, as well as discuss the requirements for complying with stormwater management ordinances. Staff indicated a meeting would be set up before any recommendation would be forwarded to the Village Board for consideration.

**Subsequent Meeting with Neighbors to Discuss Stormwater Concerns:**

Staff members Tim Halik, Roy Giuntoli, Dan Lynch and Jo Ellen Charlton met with the Oldis and Gertsen families on Wednesday February 20. Many of the same concerns discussed during the hearing were shared with the Village Engineer. Mr. Lynch utilized topographic drawings to show what data was available, and neighbors were able to point to localized flooding concerns. Several possible scenarios were discussed, with the most likely scenario, pending a full engineering review, would be to direct as much water as possible to the southeast corner of the property, where it could flow in easement to the south. Mr. Lynch will also consider asking the applicant to install a dry well at the southeast corner of the lot, which holds a certain amount of water and allows it to

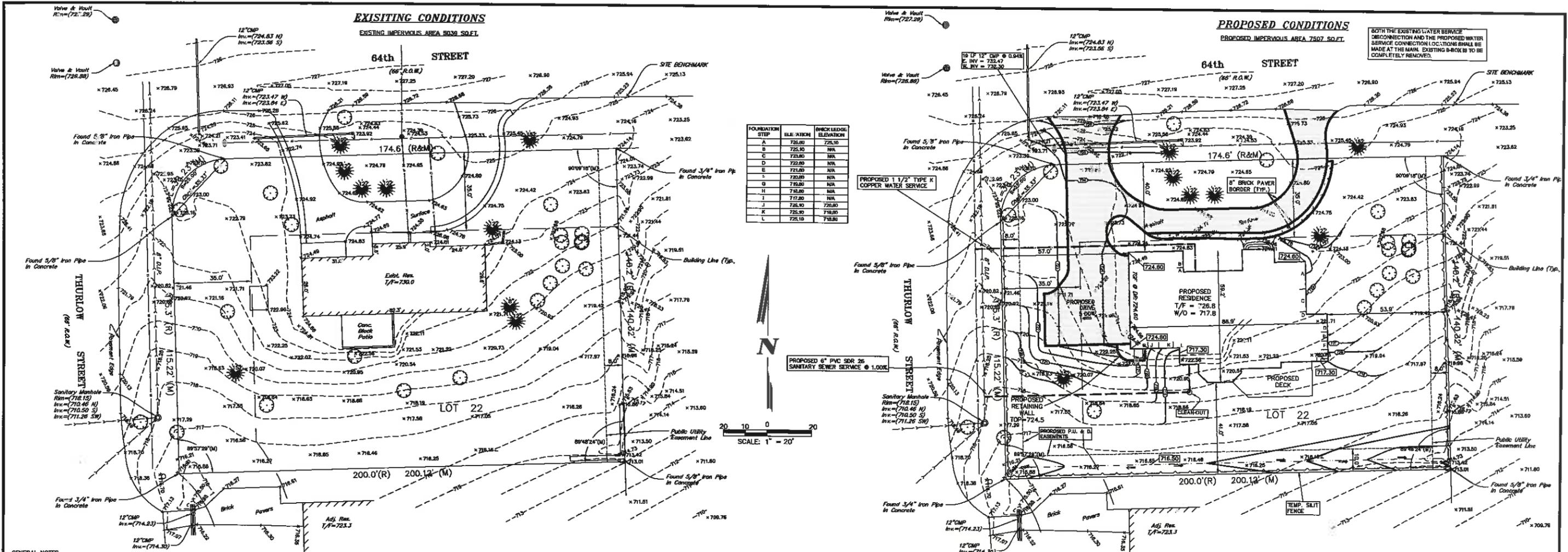
permeate slowly into the ground, in order to meet County requirements for BMPs. This improvement would act to detain downspout and sump pump water before it flows east, which should alleviate concerns by the neighbor to the east about the flow of water over the septic field. The neighbor to the east did not respond to the Village's voice mail, or to calls from Mr. Gertsen. Additional efforts will be made to share information with this neighbor.

**Staff and Plan Commission Recommendation:**

Staff recommended, and the Plan Commission approved the following motion:

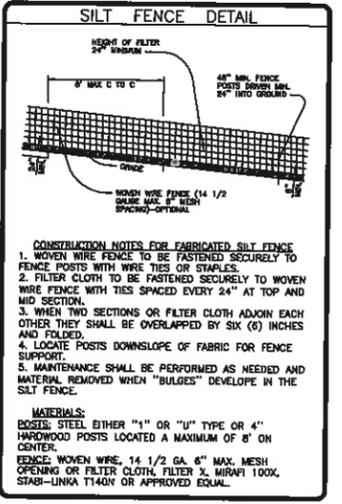
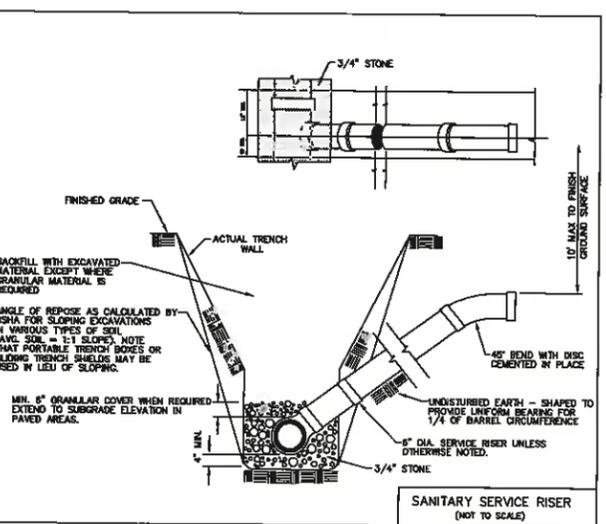
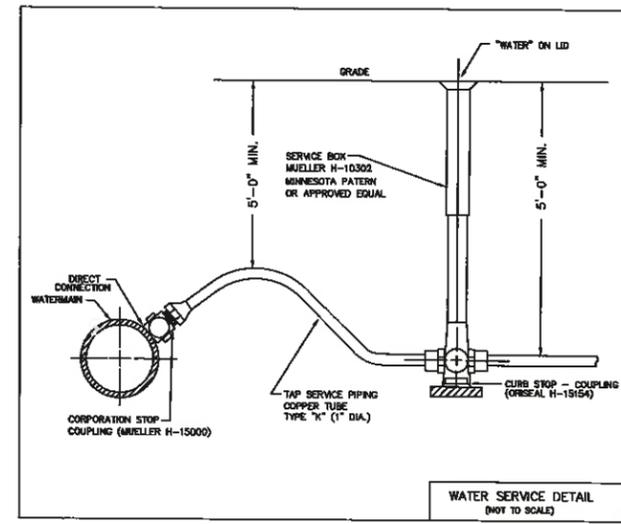
Based on the submitted petition and testimony presented, the Plan Commission recommended to the Mayor and Village Board adoption of the Findings of Fact presented in the staff report for Zoning Hearing Case No. 13-01: 503 W. 64th, requesting variations in the R-1 Single Family Residence District to reduce the minimum front yard setback from sixty feet (60') to fifty-six feet, seven and three-eighths inches (56' 7 3/8") and the corner side yard setback from fifty feet (50') to forty feet (40'), for the construction of a new home subject to the following conditions:

1. Construction shall be in substantial compliance with the following plans, subject to review and approval of a building permit for compliance with the stated variations granted and all other requirements of the Village:
  - A. Preliminary Engineering, prepared by Richard E. Fisher Engineering, dated January 4, 2013, latest revision dated January 14, 2013.
  - B. Proposed Site/Landscaping Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
  - C. Sheets A1, A2, A3, A4, and A5 prepared by David A Schaeffer Architects, dated July 17, 2012, latest revision dated January 15, 2013.
2. Except for the relief expressly granted herein, no other relief is granted nor should be implied.
3. Five Evergreen Trees shall be planted and maintained at all times as indicated on the Landscape Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
4. A Plat of Easement granting a 10' Public Utility and Drainage easement along the south property line shall be finalized in substantially the form prepared by Professional Land Surveying, Inc., dated 1/14/14, but revised as required and approved by the Village Engineer prior to the issuance of a building permit.



FOUNDATION STEP	ELEVATION	FINCH ELEVATION
A	725.80	725.10
B	725.80	N/A
C	725.80	N/A
D	722.90	N/A
E	721.20	N/A
F	720.00	N/A
G	719.80	N/A
H	718.80	N/A
I	717.80	N/A
J	726.90	726.80
K	725.90	718.80
L	725.10	718.80

- GENERAL NOTES**
1. ALL EROSION CONTROL DEVICES INCLUDING SILT FENCE SHALL BE INSTALLED AND FUNCTIONAL PRIOR TO INITIATION OF CONSTRUCTION OR DEMOLITION OPERATIONS.
  2. ANY STORM WATER DRAINAGE STRUCTURES THAT HAVE THE POTENTIAL TO ACCEPT RUNOFF CONTAINING SUSPENDED SOIL PARTICLES SHALL BE SURROUNDED WITH STRAW BALES AND FILTER FABRIC UNDER THE LID.
  3. ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 3 DAYS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 2 MONTHS SHALL BE SEEDED WITH AN APPROPRIATE GROUND COVER. IF WEATHER CONDITIONS ARE SUCH THAT SEEDING WOULD NOT BE EFFECTIVE, THEN THE STOCKPILES SHALL BE EITHER MULCHED OR COVERED AND GRADED SO THAT ALL SEDIMENT FROM EROSION WILL BE CONFINED WITHIN THE BOUNDARIES OF THIS SITE.
  4. AS EACH PHASE OF THE PROJECT IS COMPLETED, STRAW BALES ARE TO BE REMOVED AND THE ENTIRE AREA SODDED OR SEEDED AFTER THE SEDIMENT HAS BEEN REDISTRIBUTED.
  5. SEEDING WILL BE DONE PER ILLINOIS URBAN MANUAL LATEST EDITION.
  6. ALL CONTRACTORS SHALL PROVIDE EROSION CONTROL TO THE SATISFACTION OF THE VILLAGE OF WILLOWBROOK.
  7. OTHER EROSION CONTROL MEASURES AS MAY BE DEEMED NECESSARY BY THE VILLAGE ENGINEER WILL BE IMPLEMENTED UPON REQUEST.
  8. WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION SHALL BE FILTERED PRIOR TO ENTERING ANY VILLAGE STORM SYSTEM.
  9. ANY SOIL, MUD, OR DEBRIS WASHED, TRACKED OR DEPOSITED ONTO THE STREET SHALL BE REMOVED PRIOR TO THE END OF EACH WORK DAY.
  10. SITE SHALL BE RESTORED BY SEEDING OR SODDING AS DIRECTED BY THE OWNER.
  11. PARKWAY IS TO BE RESTORED WITH SOD.
  12. SILT FENCE SHALL NOT BE REMOVED UNTIL RESTORATION IS COMPLETE AND DISTURBED AREAS STABILIZED.
  13. DURING CONSTRUCTION, MAINTAIN GRADES AROUND THE LIMITS OF THE SUBJECT PROPERTY TO ENSURE THAT THE SAME DRAINAGE PATHS ARE UTILIZED.
  14. PARKING OF ALL CONSTRUCTION VEHICLES SHALL BE LIMITED TO THE SITE AND SHALL BE PARKED IN SUCH A MANNER AS TO NOT BLOCK THURLOW 7 64TH STREETS OR LIMIT THROUGH ACCESS BY EMERGENCY OR ANY OTHER TYPE OF VEHICLE.
  15. MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES ON THURLOW & 64TH STREET.
  16. SIDEWALKS/WALKWAYS SHALL BE KEPT CLEAR AT ALL TIMES.
  17. WATER SUPPLY TO BE FURNISHED BY HOME OWNER, BY OWNER'S PERMISSION, DURING CONSTRUCTION.
  18. ALL MATERIALS SHALL BE KEPT AND STORED A MINIMUM OF 10 FEET FROM PROPERTY LIMITS.
  19. SCHEDULE OF CONSTRUCTION: BEGIN - UPON APPROVAL OF SITE PLAN; COMPLETION - SUMMER 2013.
  20. ALL EXCAVATED MATERIAL NOT USED FOR BACKFILL OR TOPSOIL RESPREAD SHALL BE REMOVED FROM THE SITE.
  21. REMOVE AND REPLACE ANY DAMAGED PAVEMENT TO THE SATISFACTION OF THE VILLAGE OF WILLOWBROOK.
  22. VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO THE TEMPORARY CONSTRUCTION ENTRANCE.
  23. ANY UTILITY SERVICE ENTERING A CRITICAL ROOT ZONE OF A PARKWAY TREE SHALL BE ALIGNED THROUGH THE LIMITS OF THE CRITICAL ROOT ZONE.
  24. INITIAL SEDIMENTATION AND EROSION CONTROL INSPECTION IS REQUIRED PRIOR TO STARTING CONSTRUCTION. THIS INSPECTION SHALL BE SCHEDULED AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION. RIGHT OF WAY INSPECTIONS SHALL BE SCHEDULED AT LEAST 24 HOURS IN ADVANCE.
  25. ANY CHANGES MADE TO THE SITE PLAN OR IN THE FIELD DURING THE CONSTRUCTION PROCESS MUST BE SUBMITTED IN WRITING TO THE VILLAGE OF WILLOWBROOK.
  26. ANY NEW STRUCTURE OR IMPERVIOUS AREA SHOWN ON THE FINAL GRADING SURVEY THAT WAS NOT ON THE APPROVED SITE PLAN OR OTHERWISE APPROVED BY DEVELOPMENT ENGINEERING WILL BE SUBJECT TO ADDITIONAL REVIEW AND RUNOFF STORAGE FEES. UNAPPROVED WORK CONSTITUTES AS WORKING WITHOUT A PERMIT AND IS IN VIOLATION OF THE WILLOWBROOK STORMWATER AND FLOOD PLAIN ORDINANCE.
  27. IMPERVIOUS AREA IS DEFINED AS ANY AREAS COMPOSED OF MATERIAL WHICH IS GENERALLY INCAPABLE OF BEING PENETRATED BY STORMWATER, INCLUDING WITHOUT LIMITATIONS: ROOFTOPS, BUILDINGS, PARKING LOTS, DRIVEWAYS, ROADS, SIDEWALKS, AND PATIOS.
  28. AN AS-BUILT SURVEY SHALL NOT BE COMPLETED UNTIL SOD HAS BEEN INSTALLED.



**PROPOSED LEGEND**

- SANITARY SEWER
- STORM SEWER
- CATCH BASIN
- MANHOLE
- INLET
- WATER MAIN
- VALVE
- HYDRANT
- HEADWALL
- FLARED END
- STREET LIGHT
- UTILITY POLE
- B-BOX
- SILT FENCE
- RET. WALL
- CONTOUR
- GRADE
- DRAINAGE
- EMERGENCY OVERFLOW

**LEGAL DESCRIPTION:**  
 LOT 22 IN ERON'S HIGH VIEW ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954 AS DOCUMENT 721075, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 19, 1954 AS DOCUMENT 723325, IN DAUPHIN COUNTY, ILLINOIS.

**BENCHMARK:**  
 ELEVATIONS SHOWN HEREON ARE BASED ON GEOID 2003 NAVD83 DATUM.  
**SITE BENCHMARK:**  
 NAIL IN ASPHALT AS SHOWN. ELEV.=732.14

**TOPOGRAPHICAL SURVEY PREPARED BY**  
 Professional Land Surveying, Inc.  
 3080 Ogden Avenue Suite 107  
 Lisle, Illinois 60532  
 Phone 630.778.1757 Fax 630.778.7757

**RICHARD E FISHER ENGINEERING**  
 4130 GRAND AVENUE  
 WESTERN SPRINGS, IL 60558  
 (708) 955-6688 (708) 955-4077 F

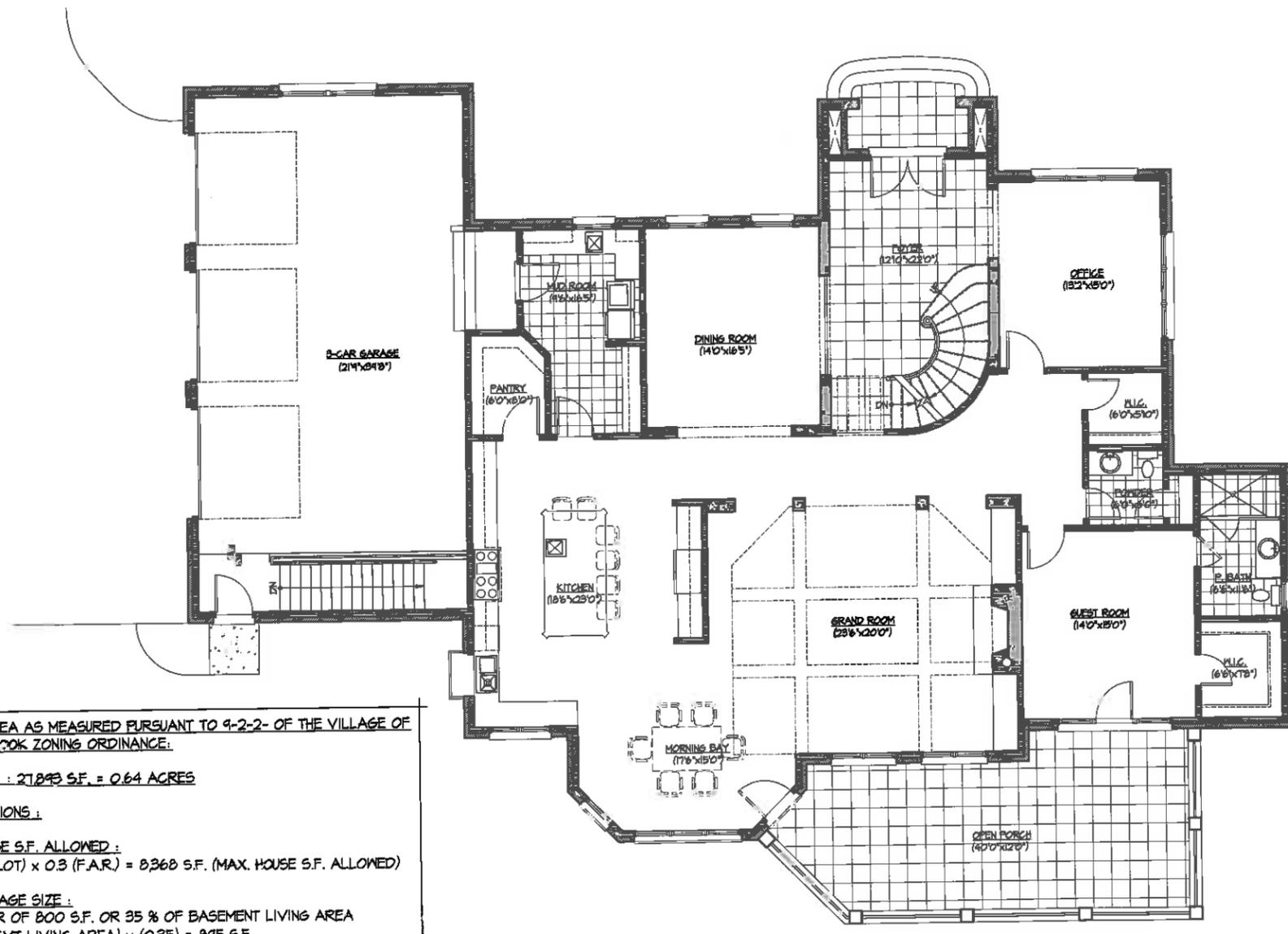
12046.DWG PROJECT NO. 120042  
 DRAWN REF CHECKED REF SHEET 1 OF 1  
 DATE 01-04-13  
 SCALE 1"=20'

503 W. 64TH STREET  
 WILLOWBROOK, ILLINOIS  
 SITE PLAN





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FLOOR AREA AS MEASURED PURSUANT TO 9-2-2- OF THE VILLAGE OF WILLOWBROOK ZONING ORDINANCE:  
 LOT SIZE : 27,893 S.F. = 0.64 ACRES  
 CALCULATIONS :  
 MAX. HOUSE S.F. ALLOWED :  
 - 27,893 (LOT) x 0.3 (F.A.R.) = 8,368 S.F. (MAX. HOUSE S.F. ALLOWED)  
 MAX. GARAGE SIZE :  
 - GREATER OF 800 S.F. OR 35 % OF BASEMENT LIVING AREA  
 2,557 (BSMT LIVING AREA) x (0.35) = 895 S.F.  
 - ACTUAL GARAGE SIZE = 890 S.F.  
 PROPOSED HOUSE (TOTAL S.F.) :  
 - 1st FLOOR ; 2,839 S.F.  
 - 2nd FLOOR ; 2,173 S.F.  
 - ATTIC (@ 7'-0" H.) ; 310 S.F.  
 - WORK-OUT BSMT ; 1,420 S.F.  
 - COVERED PORCH ; 456 S.F.  
 - TOTAL AREA ; 7,198 S.F.  
 - BASEMENT ; 2,557 S.F. (LIVING AREA ONLY)

**1 PROPOSED 1st FLOOR PLAN**  
 SCALE: 3/8" = 1'-0"  
 NORTH

NO.	DATE	DESCRIPTION
1	1/15/12	PRELIMINARY DESIGN #2
2	8/4/12	PRELIMINARY DESIGN

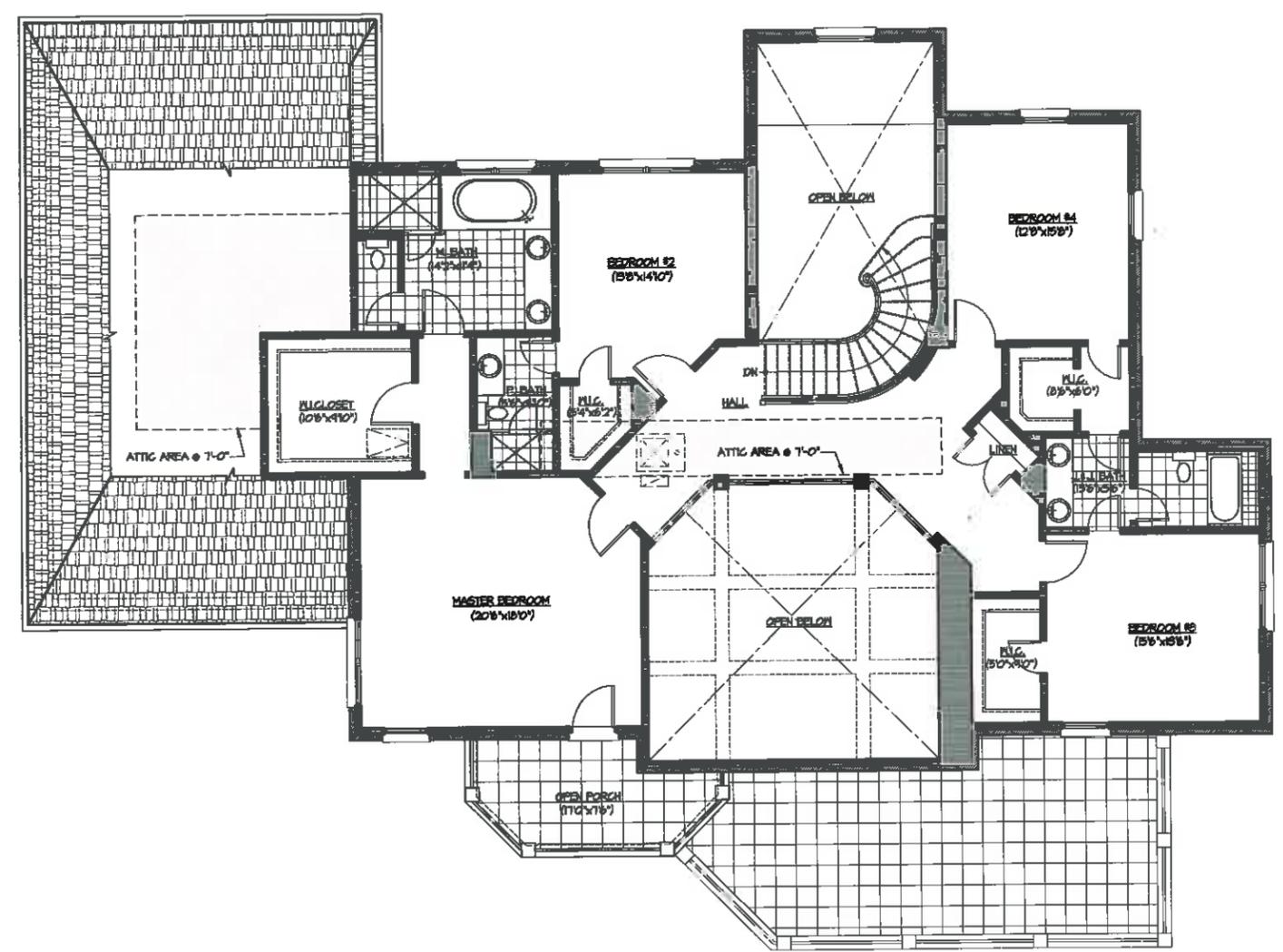
STAMP

**RADONJIC RESIDENCE**  
 503 W. 64TH STREET  
 WILLOWBROOK, IL. 60521

DRAWN BY:  
 S. LEE  
 PROJECT NO:  
 12-151  
 ISSUE DATE:  
 JULY, 17 2012

SHEET NO.  
**A1**

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**1 PROPOSED 2nd FLOOR PLAN**  
 SCALE: 3/8" = 1'-0"  
 NORTH

NO.	DATE	DESCRIPTION
1	1/15/12	PRELIMINARY DESIGN #2
2	8/4/12	PRELIMINARY DESIGN

STAMP

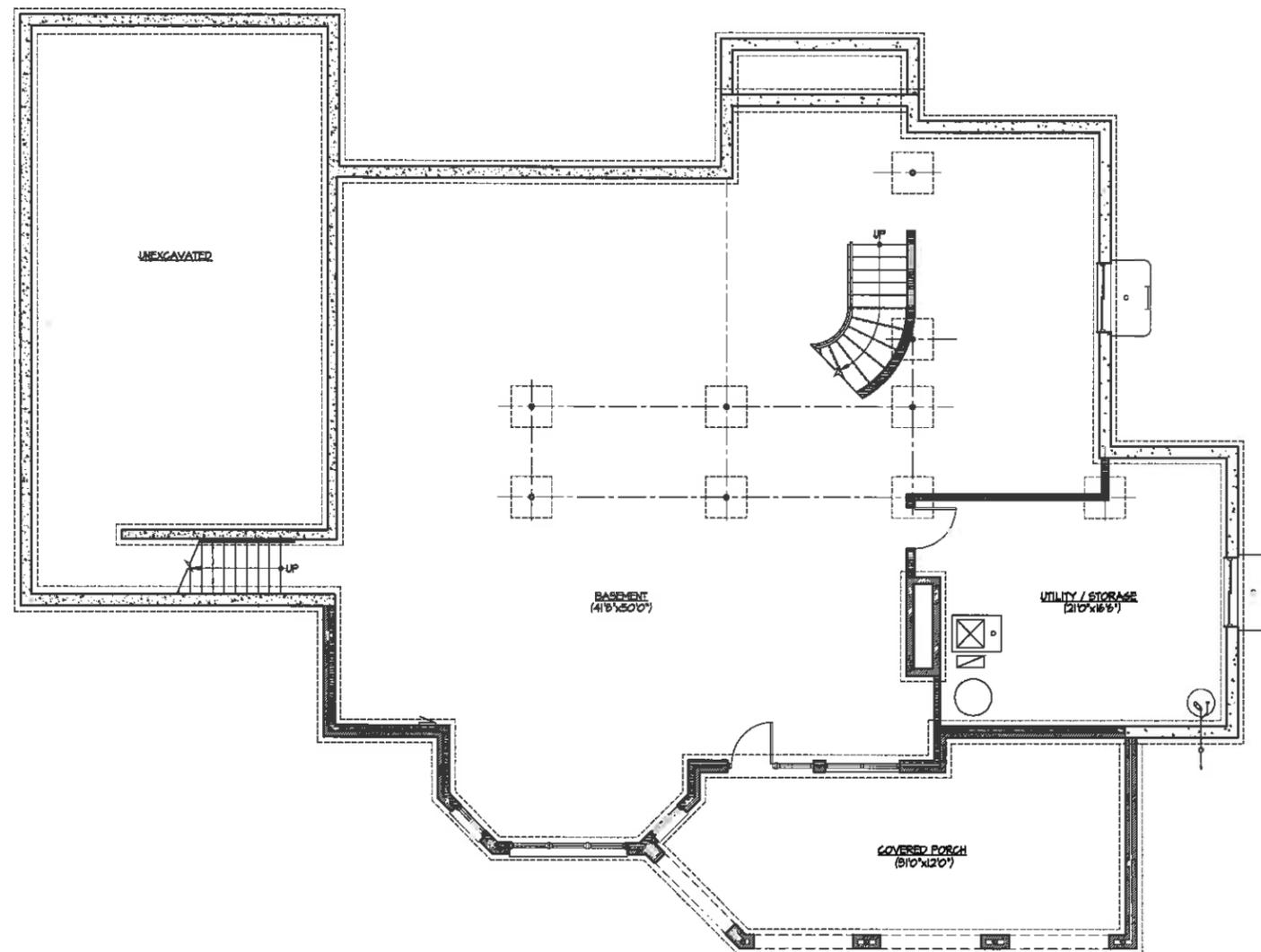
**RADONJIC RESIDENCE**  
 508 N. 64TH STREET  
 WILLOWBROOK, IL. 60527

DRAWN BY: S. LEE
PROJECT NO: 12-151
ISSUE DATE: JULY, 17 2012

SHEET NO. <b>A2</b>
------------------------

DAVID A. SCHAEFER ARCHITECTS  
 2500 S. HIGHLAND AVE. STE. 340  
 LOMBARD, ILLINOIS 60148  
 PH: 630.261.9250 FAX: 630.261.9259

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BASEMENT FLOOR : 2,551.00 SQ. FT.  
 (LIVING AREA ONLY)

**1 PROPOSED BASEMENT PLAN**  
 SCALE 3/8" = 1'-0"



NO.	DATE	DESCRIPTION
1	1/15/12	PRELIMINARY DESIGN #2
2	8/17/12	PRELIMINARY DESIGN

STAMP

**RADONJIC RESIDENCE**  
 503 W. 64TH STREET  
 WILLOWBROOK, IL. 60527

DRAWN BY: S. LEE
PROJECT NO: 12-151
ISSUE DATE: JULY, 17 2012

SHEET NO. <b>A3</b>
------------------------

DAVID A. SCHAEFER ARCHITECTS  
 2600 S. HIGHLAND AVE, STE 340  
 LOUBARD, ILLINOIS 60148  
 PH: 630.261.9250 FAX: 630.261.9259

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**2 SOUTH ELEVATION**  
 SCALE: 3/8" = 1'-0"



**1 NORTH ELEVATION**  
 SCALE: 3/8" = 1'-0"

NO.	DATE	DESCRIPTION
1/5/10		PRELIMINARY DESIGN #2
6/4/12		PRELIMINARY DESIGN

STAMP

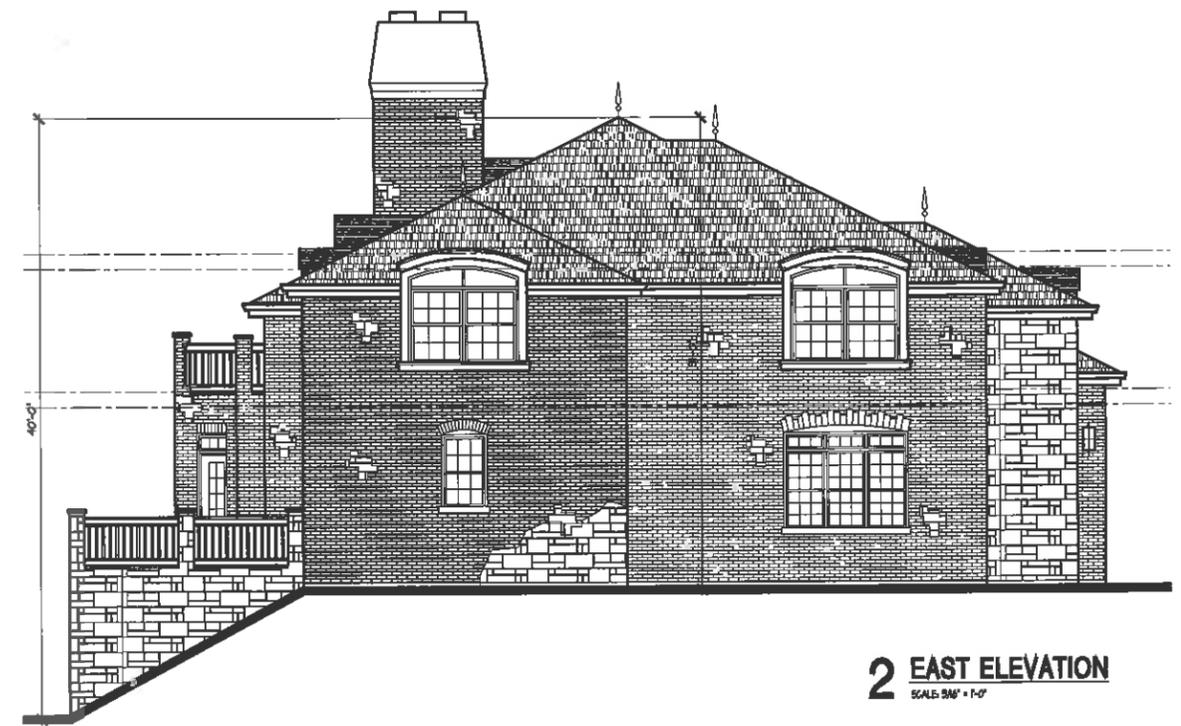
**RADONJIC RESIDENCE**  
 503 W. 64TH STREET  
 WILLOWBROOK, IL. 60527

DRAWN BY:  
 S. LEE  
 PROJECT NO:  
 12-191  
 ISSUE DATE:  
 JULY, 17 2012

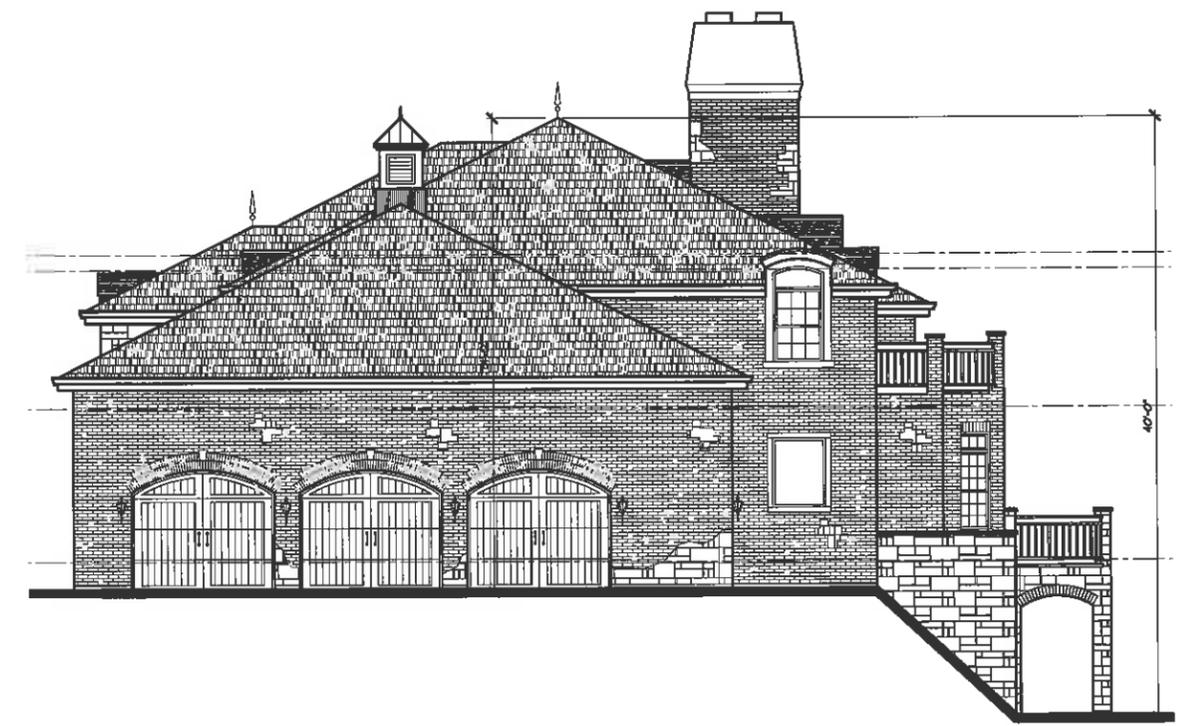
SHEET NO.  
**A4**

DAVID A. SCHAEFER ARCHITECTS  
 2500 S. HIGHLAND AVE, STE 340  
 LOMBARD, ILLINOIS 60148  
 PH: 630.261.9250 FAX: 630.261.9259

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 SPECIFIC SITE IN CONNECTION WITH ITS ISSUE DATE AND ARE NOT  
 SUITABLE FOR USE ON A DIFFERENT SITE OR AT A LATER TIME.  
 REPRODUCTION OF THESE CONTRACT DOCUMENTS FOR REUSE OR  
 ANOTHER PROJECT IS NOT ALLOWED.



**2 EAST ELEVATION**  
 SCALE 3/8" = 1'-0"



**1 WEST ELEVATION**  
 SCALE 3/8" = 1'-0"

NO.	DATE	DESCRIPTION
1	1/15/13	PRELIMINARY DESIGN #2
2	8/14/12	PRELIMINARY DESIGN

STAMP

**RADONJIC RESIDENCE**  
 503 N. 64TH STREET  
 WILLOWBROOK, IL. 60527

DRAWN BY:  
 S. LEE  
 PROJECT NO.:  
 12-B1  
 ISSUE DATE:  
 JULY, 17 2012

SHEET NO.  
**A5**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE  
VILLAGE OF WILLOWBROOK -- TITLE 5, CHAPTER 1, SECTION 5-1-1.1 –  
PATROL OFFICER, MINIMUM ELIGIBILITY REQUIREMENTS

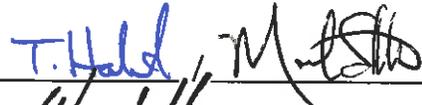
AGENDA NO.

8

AGENDA DATE: 2/25/13

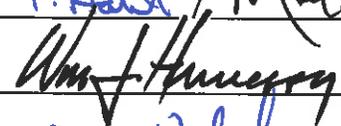
**STAFF REVIEW:** Tim Halik, Village Administrator  
Mark Shelton, Chief of Police

SIGNATURE:



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

SIGNATURE:



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

SIGNATURE:



**REVIEWED & APPROVED BY BOPC:** YES  on February 15, 2013 NO  N/A

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

On December 21, 2012, the Village Board of Police Commissioners (BOPC) adopted updated Rules and Regulations. During the most recent round of patrol officer testing to establish a new hiring eligibility roster, it was found that a provision within the newly adopted BOPC Rules and Regulations differed from the Village Ordinance requirements regarding patrol officer eligibility. Specifically, the newly adopted BOPC Rules, in category (F), requires that, "... evidence of sixty (60) hours of accredited university or college credit, a certificate evidencing successful completion of the Minimum Standards Basic Law Enforcement Training Course as provided by the Illinois Police Training Act, and evidence of full-time employment for two (2) years as a certified Illinois police officer [emphasis added]" to meet eligibility. The Village Ordinance, which has not been amended since 2002, does not require two (2) years of prior full-time employment as a certified Illinois police officer. In fact, the current ordinance language does not distinguish between prior full-time or part-time employment. Therefore, a part-time police officer, meeting the other criteria stated, would currently meet the eligibility requirements in this category.

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

After further deliberation on this matter at the February 15, 2013 meeting of the Board of Police Commissioners, it was decided that prior experience as a full-time certified Illinois police officer was preferred. Therefore, a recommendation that the Village ordinance be amended to clarify full-time prior employment was approved. This will require that applicants in this category bring with them prior full-time department experience. It will also ensure that the Village Ordinance regarding patrol officer minimum eligibility requirements matches that of the newly adopted BOPC Rules and Regulations.

### ACTION PROPOSED:

Pass Ordinance.

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

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE  
VILLAGE OF WILLOWBROOK -- TITLE 5, CHAPTER 1, SECTION 5-1-1.1 –  
PATROL OFFICER, MINIMUM ELIGIBILITY REQUIREMENTS

---

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

**SECTION ONE:** That Title 5, Chapter 1, Section 5-1-1.1 of the Village Code of the Village of Willowbrook entitled "PATROL OFFICER, MINIMUM ELIGIBILITY REQUIREMENTS" is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

"5-1-1.1: PATROL OFFICER, MINIMUM ELIGIBILITY REQUIREMENTS: In order to be eligible for the position of patrol officer with the Willowbrook police department, at the time of original appointment to the police department, a person must meet the following minimum requirements in addition to any other requirements imposed by law or ordinance:

- (A) Must be a minimum of twenty-one (21) years of age, and a maximum of thirty-five (35) years of age, unless already a certified police officer.
- (B) Eyesight correctable to 20/20 in each eye, normal depth perception and no color blindness that would prevent an individual from performing the essential functions of the job.
- (C) United States citizen.
- (D) No felony convictions involving moral turpitude, as specified in 65 Illinois Compiled Statutes 5/10-2.1-6.
- (E) Weight proportionate to height.

(F) Bachelor's degree from an accredited university or college; or transcript evidencing sixty (60) hours of accredited university or college credit, a certificate evidencing successful completion of the Minimum Standards Basic Law Enforcement Training Course as provided by the Illinois Police Training Act, and evidence of full-time employment for two (2) years as a certified Illinois police officer. (Ord. 02-O-07, 5-13-2002)"

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

**SECTION THREE:** That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 25th day of February, 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 AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) – ILLINOIS ROUTE 83 (KINGERY HIGHWAY) TRAFFIC SIGNAL UPGRADES

AGENDA NO. **9**

AGENDA DATE: 2/25/13

**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  NO  N/A

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

On February 6, 2013, the Village received notification from the Illinois Department of Transportation (IDOT) of its intent to complete a project to upgrade the traffic signals along Kingery Highway within Willowbrook's jurisdiction. This upgrade will include the conversion from the current incandescent bulbs to LED type signals, installation of Uninterruptible Power Supplies (UPS), and the installation of Countdown Pedestrian Signals (CD Ped) at various intersections. The total cost of this project is \$87,638.

Although state funds will be used to fund 90% of this upgrade project, the cost of the remaining 10% will be split between the jurisdictions which control the remaining approach legs of the intersection. Therefore, Willowbrook's share (as itemized in the attached letter) of this cost is \$2,702.50. If the Village declines participation in this joint cost share approach, the local upgrade projects will be dropped from the program.

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

Although the Village did not anticipate the completion of this project, the local share cost (\$2,702.50) is very reasonable and there is available funding within the Public Works – Engineering line of the FY 2012/13 Budget. In addition, this upgrade project would include the installation of battery back-up systems to allow the traffic signals to operate during temporary short term power outages. This would greatly assist our police and public works department personnel in managing traffic during power outages. Currently, during outages, both fold-down stop signs and temporary freestanding stop signs are erected by public works crews, and in some cases police officers directing traffic are used to manage traffic when the signals are inoperable.

**ACTION PROPOSED:**

Adopt Resolution.



# Illinois Department of Transportation

Division of Highways/Region One / District One  
 201 West Center Court/Schaumburg, Illinois 60196-1096

RT 1 (D) IL 83 at Various – Contract 60W00

February 5, 2013

Mr. Robert A. Napoli  
 Village President  
 Village of Willowbrook  
 7760 Quincy Street  
 Willowbrook, IL 60527



Dear Mr. Napoli:

The Illinois Department of Transportation is proposing to upgrade the traffic signals on state highways with Light-Emitting-Diode (LED) modules. This program is meant to complete the transformation in the State from incandescent traffic signal optics to low energy consuming, reduced maintenance and enhanced visibility LED type signals. Battery back-up is also included in the program to allow the traffic signal to operate during temporary short term power outages.

The LED upgrade program will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction. This represents lower local cost participation than any previous LED upgrade program. Funds for this program are limited so we are targeting traffic signals on state routes in DuPage County by preparing an LED installation contract scheduled for April 2013 and then proceeding to other counties in IDOT District One as additional funds become available.

	Improvement Cost	State Cost	Willowbrook Cost	County Cost
IL 83 at 63 <sup>rd</sup> St	\$12,000.00 (Signal upgrades)	\$11,400.00 (90% + 5%)	\$0 (-%)	\$600.00 (5%)
Engineering (15%)		\$1,710.00	\$0	\$90.00
IL 83 at 67 <sup>th</sup> St	\$10,000.00 (Signal upgrades)	\$9,500.00 (90% + 5%)	\$500.00 (5%)	\$0 (-%)
Engineering (15%)		\$1,425.00	\$75.00	\$0
IL 83 at Plainfield Rd	\$10,000.00 (Signal upgrades)	\$9,500.00 (90% + 5%)	\$0 (-%)	\$500.00 (5%)
Engineering (15%)		\$1,425.00	\$0	\$75.00
IL 83 at 75 <sup>th</sup> Av	\$14,000.00 (Signal upgrades)	\$13,538.00 (90% + 5%)	\$350.00 (2.5%)	\$350.00 (2.5%)
Engineering (15%)		\$1,995.00	\$52.50	\$52.50

Mr. Napoli  
February 5, 2013  
Page Two

	Improvement Cost	State Cost	Willowbrook Cost	County Cost
IL 83 at Midway Dr	\$30,000.00 (Signal upgrades)	\$28,500.00 (90% + 5%)	\$1,500.00 (5%)	\$0 (-%)
Engineering (15%)		\$4,275.00	\$225.00	\$0
<b>TOTAL</b>		<b>\$83,268.00</b>	<b>\$2,702.50</b>	<b>\$1,667.50</b>

Enclosed for your signature are three (3) counterparts of the Agreement for LED upgrades.

Also enclosed is one (1) set of plans for this improvement. Please review them and send a written approval to our office as required per Item 2 of the Agreement.

Please return the three (3) partially executed Agreements to our office for final processing. We will send you a completed Agreement upon its execution by our Springfield Office. It is of the utmost importance that you forward the Agreements to:

Mr. Stephen M. Travia, P.E.  
Bureau Chief of Traffic Operations  
Illinois Department of Transportation  
201 West Center Court  
Schaumburg, IL 60196

Please be advised that the Agreement and Plan Approval should be executed and mailed to us by **March 11, 2013**. Any delay will automatically drop the project from the program.

If you have any questions or need additional information, please contact Ms. Brenda Kanthaphixay, Traffic Operation Agreement Specialist, at (847) 705-4175.

Very truly yours,

John Fortmann, P.E.  
Acting Deputy Director of Highways,  
Region One Engineer

By:   
Stephen M. Travia, P.E.  
Bureau Chief of Traffic Operations

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

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) – ILLINOIS ROUTE 83 (KINGERY HIGHWAY) TRAFFIC SIGNAL UPGRADES

---

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 the Illinois Department of Transportation (IDOT), 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 February, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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

AGREEMENT

THIS AGREEMENT entered into this 25<sup>TH</sup> day of FEB., 2013 A.D., by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter called the STATE, and the Village of Willowbrook, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH

WHEREAS, the STATE is proposing to upgrade the traffic signals on the state highways with Light-Emitting-Diode (LED) modules, Uninterruptible Power Supply (UPS) and Countdown Pedestrian Signals (CD Ped) at the intersections IL 83 at 63<sup>rd</sup> St; IL 83 at 67<sup>th</sup> St; IL 83 at Plainfield Rd; IL 83 at 75<sup>th</sup> Av and IL 83 at Midway Dr (to be known as STATE Section 2012-082TS and Contract No. 60W00-Job No. C-91-136-13). This LED upgrade project will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction.

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE, and permanent in nature; and,

WHEREAS, the intersections of IL 83 at 67<sup>th</sup> St; IL 83 at 75<sup>th</sup> Av and IL 83 at Midway Dr., lies within the corporate limits of the VILLAGE.

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

1. The STATE agrees to prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract. The STATE also agrees to pay all construction and engineering costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
2. The VILLAGE agrees to approve the plans and specifications by letter or resolution prior to the STATE advertising for the work to be performed hereunder.
3. It is mutually agreed that the proportional participation for the estimated construction costs and engineering costs of this improvement shall be as follows:

	Improvement Cost	State Cost	Willowbrook Cost	County Cost
IL 83 at 63 <sup>rd</sup> St	\$12,000.00 (Signal upgrades)	\$11,400.00 (90% + 5%)	\$0 (-%)	\$600.00 (5%)
Engineering (15%)		\$1,710.00	\$0	\$90.00
IL 83 at 67 <sup>th</sup> St	\$10,000.00 (Signal upgrades)	\$9,500.00 (90% + 5%)	\$500.00 (5%)	\$0 (-%)
Engineering (15%)		\$1,425.00	\$75.00	\$0
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Engineering (15%)		\$1,995.00	\$52.50	\$52.50

	Improvement Cost	State Cost	Willowbrook Cost	County Cost
IL 83 at Midway Dr	\$30,000.00 (Signal upgrades)	\$28,500.00 (90% + 5%)	\$1,500.00 (5%)	\$0 (-%)
Engineering (15%)		\$4,275.00	\$225.00	\$0
<b>TOTAL</b>		\$83,268.00	<b>\$2,702.50</b>	\$1,667.50

4. It is mutually agreed that the VILLAGE will reimburse the STATE in an amount equal to the VILLAGE'S share of the actual cost as determined in accordance with Item #3 above. It is mutually agreed that upon award of the contract for this improvement, the VILLAGE will pay to the Department of Transportation of the State of Illinois, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of its obligation (including any non-participating costs for FA projects) in a lump sum, upon completion of the project based upon final costs.
5. Upon acceptance by the Department of Transportation of the traffic signal improvement included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the Master Agreement executed between the Village of Willowbrook and the Department of Transportation on July 01, 2011.
6. The agency performing actual traffic signal maintenance will remain as listed in the Exhibit A of the previous Master Agreement.
7. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
8. The STATE retains the right to control the sequence of timing on the traffic signals.
9. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Remainder of Page is Intentionally Blank.

VILLAGE OF WILLOWBROOK

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

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

ATTEST:

\_\_\_\_\_  
CLERK

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
(Signature)

By: John Fortmann  
(Print)

Title: Acting Deputy Director of Highways,  
Region One Engineer

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

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersection of IL 83 at 67th St; IL 83 at 75th Av and IL 83 at Midway Dr., VILLAGE OF WILLOWBROOK hereby approves the plans and specifications for the proposed traffic signal improvements at the said intersection above.

APPROVED:

By: \_\_\_\_\_  
VILLAGE ENGINEER

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

ATTEST:

\_\_\_\_\_  
Clerk

SEAL

# 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 – RED-LIGHT CAMERA ENFORCEMENT SYSTEM – BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC.

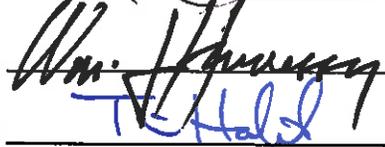
AGENDA NO. 10

AGENDA DATE: 2/25/13

STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: 

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik,  
Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES  on January 14, 2013 NO  N/A

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

On March 24, 2008, the Village approved a five (5) year contract with LaserCraft to implement a red-light photo enforcement program. The system then went live in September 2009 and includes five (5) cameras at three (3) intersections. On June 8, 2010, LaserCraft was acquired by American Traffic Solutions (ATS), Inc., and the contract terms and conditions transferred to ATS. The initial contract is due to expire on March 24, 2013.

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

We have statistically tracked our local red-light program since its inception. Last year, we saw a slight reduction in traffic accidents at the intersections. Although this most recent year, we did not see a further reduction. With regard to violations, 97% of violators have received and paid only one violation. This indicates a low rate of repeat violators and a change in driver behavior. In addition, all three (3) of the intersections monitored in the program have seen decreases in violations. Since the start of the program, only 13% of violations have been issued to vehicles registered in the Willowbrook area.

Staff would recommend that the contract to continue to operate a red-light photo enforcement program be renewed. As part of the renewal, we have also asked the vendor to add a provision in the contract so that we are not bound to pay the full monthly fee during times when their equipment is down. The vendor has agreed in concept to our request. In addition, since the original 2008 contract was drafted by LaserCraft, the attorneys representing ATS need to draft an entirely new contract for our consideration for another 5-year term. The contract document will not be ready for our review prior to the expiration date (i.e., March 24, 2013) of the current contract. ATS has requested a sixty (60) day extension in which to complete drafting the new contract. The attached extension agreement will serve to extend the terms of the existing contract for two (2) months, until May 24, 2013. Within this time, Village staff hopes to finalize a 5-year renewal contract with ATS for the Board's consideration.

### ACTION PROPOSED:

Adopt Resolution.

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

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING  
THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT --  
RED-LIGHT CAMERA ENFORCEMENT SYSTEM -- BETWEEN THE VILLAGE OF  
WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), 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 American Traffic Solutions (ATS), Inc., for the purposes of continuing to maintain a red-light camera enforcement system within 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 American Traffic Solutions (ATS), Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of American Traffic Solutions (ATS), Inc., continuing to maintain a red-light camera enforcement system within 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 February, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

AGREEMENT

THIS AGREEMENT made and entered into this 25 day of February, 2013, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and American Traffic Solutions (ATS), Inc.

WITNESSETH:

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

WHEREAS, by Resolution 08-R-13, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with LaserCraft, Inc. for the purposes of implementing a Red-Light Camera Enforcement System within the Village of Willowbrook for the period from March 24, 2008, to March 24, 2013, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, On June 8, 2010 LaserCraft, Inc., a privately owned corporation, was acquired by American Traffic Solutions (ATS), Inc. At this time, in accordance with the terms of the contract, the contract then became binding upon and inure to the benefit of the parties including American Traffic Solutions (ATS), Inc. as the Permitted Successor and Permitted Assign; and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from March 24, 2013, to May 24, 2013, a period of two (2) months, to enable the parties to draft for consideration a subsequent renewal agreement; and,

WHEREAS, American Traffic Solutions (ATS), Inc. has agreed to provide such services as set forth in the Contract, as agreed to by a letter to the Village dated February 14, 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 American Traffic Solutions (ATS), Inc. hereby extend the term of the Contract for the period from March 24, 2013, to May 24, 2013.

Section 3. Notwithstanding anything to the contrary, American Traffic Solutions (ATS), Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from March 24, 2013, to May 24, 2013, as otherwise described and set forth in the Contract.

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

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

VILLAGE OF WILLOWBROOK, an Illinois  
Municipal Corporation,

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

ATTEST:

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

American Traffic Solutions (ATS), Inc.

By: *S. M. Polte*

Its: COO

ATTEST:

*[Signature]*

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND LASERCRAFT, INC. -- IMPLEMENTATION OF A RED-LIGHT CAMERA ENFORCEMENT SYSTEM

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Clerk be and the same are hereby authorized to execute an Agreement between the Village of Willowbrook and LaserCraft, Inc., for Implementation of a Red-light Camera Enforcement System, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Willowbrook is hereby directed to forward a certified copy of this Resolution to: LaserCraft, Inc. 1450 Oakbrook Drive, Suite 900, Norcross, GA 30093.

ADOPTED and APPROVED this 24<sup>th</sup> day of March, 2008.

APPROVED:

Robert A. Napoli  
Village President *P.L. TEM*

ATTEST:

Leroy A. Jansen  
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Mistele, Brown, Napoli, Schoenbeck, McMahon

NAYS: Ø

ABSTENTIONS: Ø

ABSENT: Ø

## MASTER AGREEMENT

This Master Agreement ("Master Agreement") is made on this 24<sup>th</sup> day of MARCH, 2008 (the "Effective Date"), by and between THE VILLAGE OF WILLOWBROOK, a municipality in the State of Illinois, having its principal office at 7760 Quincy ST, Willowbrook IL (the "Village") and LASERCRAFT, INC., a Georgia corporation with offices at 1450 Oakbrook Drive, Suite 900, Norcross, Georgia 30093 ("LaserCraft") (each a "Party" and both "Parties"), effective as of the Effective Date.

### RECITALS

**WHEREAS**, the Village is a non-home rule municipal corporation duly organized and existing pursuant to the laws of the State of Illinois; and

**WHEREAS**, LaserCraft furnishes, installs, implements and maintains automated traffic enforcement services, including automatic red light enforcement systems; and

**WHEREAS**, LaserCraft issued a proposal to the Village for a red light camera enforcement system; and

**WHEREAS**, the Village, having determined that LaserCraft submitted the proposal that is most responsive and best conforms to the specifications and needs of the Village, desires to engage LaserCraft to provide certain automated traffic enforcement services, all upon and subject to the terms and conditions set forth herein; and

**WHEREAS**, LaserCraft is willing to perform and provide such automated traffic enforcement services, all upon and subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, the recitals contained above being incorporated herein by reference, in consideration of the matters recited, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 Scope of Master Agreement. During the Term hereof, each Party covenants, agrees and promises to perform the respective obligations set forth in this Master Agreement, all upon and subject to the terms and conditions set forth in each Exhibit and Schedule. The Parties further agree that LaserCraft may, from time to time, provide certain additional services to the Village, all of which shall be described in certain Schedules attached hereto and made a part hereof (individually, a "Schedule" and collectively, the "Schedules"). All of the Schedules shall be subject to any and all of the covenants, conditions, terms, warranties, representations and other provisions set forth herein and the exhibits hereto, as the same may from time to time be amended.

2 Defined Terms. Capitalized terms in this Master Agreement and the Attachments hereto shall have the meanings set forth in the General Terms and Conditions or in the Schedules attached to this Master Agreement.

3 List of Attachments and Schedules. The following Exhibits and Schedules are incorporated by reference into this Master Agreement:

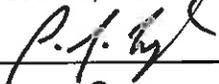
Exhibit A – General Terms and Conditions; and

Schedule 1 – Red Light Camera Enforcement System Agreement.

*signatures continue on following page*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Master Agreement under seal, or have caused the same to be executed on their respective behalves by their duly authorized representatives, the date and year first above written.

LASERCRAFT, INC.

By:  (seal)  
Name: PJ LYNCH  
Title: PRESIDENT & CEO

THE VILLAGE OF WILLOWBROOK

By:  (seal)  
Name: ROBERT A. NAPOLI  
Title: PRESIDENT PRO TEM

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS TO MASTER AGREEMENT

These are the General Terms and Conditions to the Master Agreement and are attached to and form a part of that Master Agreement between the Village of Willowbrook (the "Village") and LaserCraft, Inc. ("LaserCraft").

#### 1. DEFINITIONS

- 1.1 **Business Day** shall mean any day excluding Saturday, Sunday and any State of Illinois or national holiday.
- 1.2 **Claims** shall have the meaning set forth in Section 4.1.
- 1.3 **Confidential Information** shall have the meaning set forth in Section 13.1.1.
- 1.4 **Disclosing Party** shall mean a Party disclosing Confidential Information to a Receiving Party.
- 1.5 **Due Date** shall have the meaning set forth in Section 3.2.
- 1.6 **Effective Date** shall have the meaning set forth in the Master Agreement.
- 1.7 **Force Majeure Event** shall have the meaning set forth in Section 12.1.
- 1.8 **Indemnified Party** shall have the meaning set forth in Section 4.1.
- 1.9 **Indemnifying Party** shall have the meaning set forth in Section 4.1.
- 1.10 **Interest** shall have the meaning set forth in Section 3.2.
- 1.11 **LaserCraft** shall mean LaserCraft, Inc., a Georgia corporation.
- 1.12 **Master Agreement** shall mean the Master Agreement and all Schedules, together with all attachments and exhibits thereto, unless the context clearly requires otherwise.
- 1.13 **Party** shall mean either the Village or LaserCraft and their respective Permitted Successors and Permitted Assigns.
- 1.14 **Person** shall mean any individual, corporation, partnership, joint venture, firm, trust, unincorporated organization, government or any agency or political subdivision thereof or other entity.
- 1.15 **Receiving Party** shall mean a Party receiving Confidential Information from a Disclosing Party.
- 1.16 **Requirement of Law** shall mean any law, ordinance, statute, treaty, rule, judgment, opinion, regulation or other determination or finding of any arbitrator, judge or governmental authority applicable to or binding upon any Person or to which any Person is subject, whether federal, state, county, local or otherwise.
- 1.17 **Schedule** shall have the meaning set forth in Section 1 of the Master Agreement.
- 1.18 **Term** shall have the meaning set forth in Section 2.1.
- 1.19 **Third Party** means a Person who is not a Party or an affiliate of a Party.

PS

1.20 **Village** shall mean the Village of Willowbrook, and each of its departments, divisions, agencies, boards and instrumentalities.

## 2. TERM AND TERMINATION

2.1 **Term.** The Master Agreement shall become effective as of the Effective Date and shall continue in effect for as long as any Schedule remains in effect, unless earlier terminated in accordance with the provisions of the Master Agreement ("Term"). The term of each Schedule is stated in the Schedule.

2.2 **Termination.** A Party may terminate the Master Agreement for cause as provided in Section 10 hereof.

### 2.3 **Effect of Termination.**

2.3.1 No termination or expiration of the Master Agreement or any Schedule shall affect the rights or obligations of either Party with respect to the following, which obligations shall survive any such termination or expiration:

2.3.1.1 Any then-existing defaults;

2.3.1.2 Any obligation to make any payment due under the terms of the Master Agreement or any Schedule for goods or services rendered prior to the date of termination or expiration;

2.3.1.3 All other obligations of the Parties incurred prior to the date of expiration or termination of the Master Agreement or any Schedule; or

2.3.1.3 Section 1 (Definitions); Section 2.3.1; Section 3.3 (Taxes, Fees and Other Governmental Impositions); Section 15.4 (Audit Rights); Section 4 (Indemnification); Section 5 (Limitation of Liability); Section 8.1 (Insurance Coverage); Section 13 (Confidentiality); or Section 15.7 (Rules of Interpretation).

2.3.2 Subject to the provisions of Section 2.3.1, termination of the Master Agreement by a Party in accordance with Section 2.2 shall be without further liability to the terminating Party.

2.3.3 Notice of termination of a Schedule shall not be considered notice of termination of the remaining parts of the Master Agreement unless specifically stated in the Notice, provided, however, that the termination of all outstanding Schedules shall automatically terminate the Master Agreement.

## 3. PAYMENT TERMS

3.1 **Obligation to Make Payment.** The Village covenants and agrees to pay to LaserCraft all amounts due pursuant to the Master Agreement without counterclaim, setoff or deduction.

3.2 **Invoices.** Unless otherwise agreed to by the Parties in a Schedule, LaserCraft shall invoice the Village monthly in arrears for all amounts payable under the terms of the Master Agreement. Except as may otherwise be provided in a Schedule, all payments due to LaserCraft under the Master Agreement shall be promptly paid by the Village in United States dollars within thirty (30) calendar days from the date of each invoice (each such date being a "Due Date") by wire transfer or check and shall be sent to the address specified on the invoice. LaserCraft may impose a late payment charge of the lesser of one and one-half percent (1½%) per month or the maximum rate allowed by law ("Interest") on the undisputed amounts due under any invoice not paid by the Due Date.

### 3.3 Taxes, Fees and Other Governmental Impositions.

3.3.1 All amounts shall exclude all applicable sales, use and other taxes. The Village shall be responsible for payment of all such taxes (other than taxes based on LaserCraft's income), fees, duties and charges, and any such tax which LaserCraft is obligated to collect shall be added to the invoice as a separate charge to be paid by the Village.

3.3.2 Each Party shall timely report and pay to the applicable taxing or governmental entity any and all income, gross receipts, excise, transfer, ad valorem, real property, personal property, or other taxes, and any and all franchise fees or similar fees assessed against it due to its ownership or use of any property, goods or services provided to it under the terms of the Master Agreement.

3.3.3 The Parties shall cooperate in any contest of any taxes or fees so as to avoid, to the extent reasonably possible, prejudicing the interests of the other Party, but specifically excluding any federal or state income tax assessed against LaserCraft.

## 4. INDEMNIFICATION

4.1 Only if and to the extent permitted by law (including the Constitution of the State of Illinois, each Party (as the "Indemnifying Party") shall indemnify, defend, protect, and hold harmless the other Party, its employees, members, managers, officers, agents, contractors, and Affiliates (collectively and individually, the "Indemnified Party"), from and against any damage, liability, loss, cost or expense (including, without limitation, reasonable attorney's fees and expenses), judgments and penalties of any kind arising from or relating to claims, actions or demands of a Third Party ("Claims") on account of any personal injury (including death) or physical injury to tangible property, or facilities of any Person or entity (including reasonable attorney's fees and costs at trial and appeal), to the extent arising out of or resulting from the negligent acts or omissions of the Indemnifying Party, its officers, employees, servants, affiliates, agents, contractors, or underlying facility owners or from any Person for whom it is at law responsible.

4.2 The obligations of an Indemnifying Party shall not extend to any Claim which is attributable to the sole negligence or willful misconduct of an Indemnified Party.

4.3 The obligations of this Section shall survive the expiration or earlier termination of this Master Agreement. The provisions of Section 8 shall not be construed as limiting the Indemnifying Party's obligations pursuant to this Section or other provisions of this Master Agreement.

4.4 The Indemnifying Party shall have the right to defend the Indemnified Party, by counsel selected by the Indemnifying Party subject to the approval of the Indemnified Party, with respect to any claims within the indemnification provisions hereof. The Parties shall give each other prompt notice of any asserted Claims or actions indemnified against, shall cooperate with each other in the defense of any such Claims or actions and shall not settle any such Claims or actions without the prior consent of the Indemnifying Party.

## 5. LIMITATION OF LIABILITY

**5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THE MASTER AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES OR LOST PROFITS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THE MASTER AGREEMENT OR ANY SCHEDULE THERETO OR THE PERFORMANCE OR BREACH THEREOF.**

**5.2 LASERCRAFT'S AND ITS SUBCONTRACTORS' AND SUBSUPPLIERS' AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF THE MASTER AGREEMENT OR ANY SCHEDULE THERETO OR TORT OR ANY OTHER LEGAL CONTEXT OR THEORY, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THE MASTER AGREEMENT OR ANY SCHEDULE THERETO, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BREACH OF ANY WARRANTY OR**

**GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY LASERCRAFT OR PERFORMANCE OR NON-PERFORMANCE OF ANY GOODS OR SERVICES PROVIDED BY LASERCRAFT IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE VILLAGE TO LASERCRAFT UNDER THIS MASTER AGREEMENT DURING THE PREVIOUS SIX (6) MONTH PERIOD.**

5.3 Nothing contained herein shall operate as a limitation on the right of either the Village or LaserCraft to bring an action or claim for damages against any Third Party, including indirect, special, or consequential damages, based on any acts or omissions of such Third Party. The Village and LaserCraft shall assign such rights of claims, execute such documents and do whatever else may be reasonably necessary to enable the other (at such other Party's sole expense) to pursue any such action against such Third Party.

**6. EXCLUSION OF WARRANTIES**

Except as otherwise expressly provided by the terms of the Master Agreement or any Schedule thereto, LaserCraft **DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.**

**7. ASSIGNMENT**

7.1 Permitted Assignments. Either Party shall have the right at any time to assign or otherwise transfer the Master Agreement or any Schedule or any of its rights or obligations under the Master Agreement or any Schedule thereto, to any other Person with the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned, delayed or denied, provided, however, that the Person possesses the resources, skills, qualifications and experience required to fulfill the requirements hereof. Upon such approval, said Person shall be known as a "Permitted Successor" or "Permitted Assignee" as the case may be. The Village expressly acknowledges and agrees that LaserCraft shall have the right, without the prior consent of the Village, to assign, pledge, hypothecate or otherwise transfer the Master Agreement or any Schedule thereto, to any Person in connection with any financing transaction between LaserCraft and such Person.

7.2 Binding on Permitted Successors and Assigns. The provisions of this Section 7 are binding upon and inure to the benefit of the Parties and their respective Permitted Successors and Permitted Assigns.

**8. CERTAIN OBLIGATIONS OF THE PARTIES**

8.1 Insurance Coverage. During the Term of the Master Agreement, the Parties each shall obtain and maintain not less than the following insurance:

8.1.1 Commercial General Liability Insurance, with a combined single limit of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage per occurrence and in the aggregate.

8.1.2 Worker's Compensation Insurance in amounts required by applicable law and Employers Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence.

8.1.3 Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, to include coverage for all owned, non-owned, and hired vehicles.

8.1.4 The limits set forth above are minimum limits and shall not be construed to limit the liability of either Party.

8.2 Waiver of Subrogation and Right of Recovery. The Parties shall each use commercially reasonable best efforts to obtain from the insurance companies providing the coverages required by the Master Agreement a waiver of all rights of subrogation or recovery in favor of the other Party and, as

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applicable, its members, managers, shareholders, Affiliates, assignees, officers, directors, and employees or any other Party entitled to indemnity under the Master Agreement to the extent of such indemnity.

8.3 Notwithstanding the foregoing, LaserCraft hereby acknowledges that the Village is a member of the Intergovernmental Risk Management Agency (IRMA), a self-insurance pool. LaserCraft agrees that evidence of coverages required by this section shall be satisfied by a coverage letter issued by IRMA. If the Village changes its method of insurance, it shall notify LaserCraft no later than fifteen (15) days prior to such change.

8.4 Unless otherwise agreed, LaserCraft's insurance policies, as required above, shall be obtained and maintained with companies rated A- or better by Best's Key Rating Guide or a similar rating by another generally recognized rating agency and the other Party, its Permitted Successors, Permitted Assigns, elected officials, officers, directors, employees, and any other Party entitled to indemnification hereunder, shall be named as additional insureds to the extent of such indemnification. Each Party shall provide the other Party with an insurance certificate or a coverage letter as the case may be, confirming compliance with the insurance requirements of this Section. The insurance certificate shall indicate that the other Party shall be notified not less than thirty (30) days prior to any cancellation or material change in coverage.

8.5 If either Party provides any of the foregoing coverages through a claims made policy basis, that Party shall cause such policy or policies to be maintained for at least one (1) year beyond the expiration of the Master Agreement.

8.6 Nothing in the Master Agreement shall be construed to prevent either Party from satisfying its insurance obligations pursuant to the Master Agreement under a blanket policy or policies of insurance that meet or exceed the requirements of this Section.

## 9. COVENANTS, REPRESENTATIONS AND WARRANTIES

9.1 Capability to Perform. Each Party represents and warrants that it possesses, and covenants that it shall for the Term continue to possess the resources, skills, qualifications, and experience required to perform all of its obligations under the Master Agreement, subject to the terms and conditions hereof.

### 9.2 Good Faith Performance.

9.2.1 Each Party covenants that all goods and services shall be provided in accordance with such specifications as may be provided in a Schedule.

9.2.2 Subject to the terms and provisions of the Master Agreement and any applicable tariffs, each Party covenants that it shall take, or cause to be taken, all lawful actions to do, or cause to be done, all things necessary, proper, or advisable to comply with the provisions of the Master Agreement.

9.2.3 In the performance of its obligations under the Master Agreement, each Party covenants that it shall act fairly and in good faith. Where notice, approval or similar action by a Party is permitted or required by any provision of the Master Agreement or any Schedule, such action shall not be unreasonably delayed or withheld.

9.3 Authority and Good Standing. Subject to any Requirements of Law and any approvals required thereby, each Party represents and warrants that it has, and covenants that it shall maintain full power and authority to enter into and perform the Master Agreement without the consent of any other Person.

9.4 No Conflicts and No Defaults. Each Party represents and warrants that the Master Agreement and the performances contemplated hereby are not in conflict with any other agreement(s) or judicial or administrative orders to which such Party is a Party to, or by which it may be bound. Each Party represents and warrants that it is not in default or otherwise in non-compliance in any material respect with any contract for goods, services or technology, the termination of which might reasonably be expected to have a material adverse effect on such Party's ability to perform any of its obligations

hereunder. Each Party shall comply with the terms and conditions of all such contracts, agreements and arrangements so as not to cause such material adverse effect.

**9.5 Valid, Binding and Enforceable.** Each Party represents and warrants that the Master Agreement, assuming the due execution by the other Party, constitutes a valid and binding agreement as to it, enforceable against it, and inuring to the benefit of it and its Permitted Successors and Permitted Assigns in accordance with its terms subject to all applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). Except as specifically set forth herein, nothing contained herein shall be construed as creating any right, claim, or cause of action in favor of any Third Party against either Party.

**9.6 Continuing Effect.** Each Party agrees that the representations and warranties with respect to such Party set forth in this Section 9 are and shall be true and correct as of the Effective Date and at all times during the Term.

## 10. DEFAULT/REMEDIES

**10.1 Events of Default Defined.** Each of the following shall be deemed an "Event of Default":

**10.1.1** The failure by a Party to pay any undisputed sum required to be paid under the terms of the Master Agreement when and as due thereunder which remains unpaid more than thirty (30) days following Notice.

**10.1.1.1** A Party shall have seven (7) calendar days from the date of receipt of an invoice thereof, to notify the other Party that there is a dispute as to whether any sums are due; said notice shall specify the basis of the dispute with particularity. The Parties shall work in good faith and with due diligence to resolve the dispute. In the event that the Parties cannot resolve said dispute, the disputing Party shall exercise the audit rights set forth in Section 16.4 herein.

**10.1.2** The material failure by a Party to perform or observe any other term, covenant, agreement or condition of the Master Agreement or any Schedule thereto on the part of a Party to be performed, for a period of sixty (60) days following notice, or if such term, covenant, agreement or condition cannot reasonably be performed within such sixty (60) day period, such Party shall not have commenced to perform such term, covenant, agreement or condition within such sixty (60) day period and thereafter proceeded to cure with due diligence as soon as commercially reasonable; or

**10.1.3** A Party shall make or deliver any representation or warranty which proves to have been false or misleading in any material respect as of the time at which the facts therein set forth were stated or certified; or

**10.1.4** A Party shall cease doing business as a on-going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts when they become due, be adjudicated as insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, or consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation; file a voluntary or involuntary petition proposing the adjudication of such Party as a debtor under the Bankruptcy Code, or the reorganization of such Party under the Bankruptcy Code, unless such a petition is filed by a Party other than such Party hereto and is withdrawn or dismissed within ninety (90) days after the date of filing.

10.2 Remedies for Default. Upon the occurrence of an Event of Default, a Party shall have the right, at its election, immediately upon such Event of Default or at any time thereafter and while any such Event of Default shall continue, to exercise one or more of the following remedies:

10.2.1 A Party may, at its option, terminate any or all of: (i) the Master Agreement; (ii) the Schedule(s) under which the default occurred; or (iii) any other Schedule by giving notice thereof, but in no event shall said termination occur less than thirty (30) days after the other Party's receipt of said notice; or

10.2.2 Subject to the provisions and limitations of the Master Agreement or any Schedule thereto, a Party may exercise any other remedy available to it at law, in equity, by statute or otherwise.

## 11. WAIVER OF JURY TRIAL

**THE VILLAGE AND LASERCRAFT HEREBY JOINTLY AND SEVERALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY THE VILLAGE OR LASERCRAFT ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE MASTER AGREEMENT, THE RELATIONSHIP OF THE VILLAGE AND LASERCRAFT, THE VILLAGE OR LASERCRAFT'S USE OF GOODS AND SERVICES PROVIDED HEREIN AND/OR ANY CLAIM OF INJURY OR DAMAGE. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES OTHER THAN THE VILLAGE OR LASERCRAFT.** The Village and LaserCraft make this waiver knowingly, with benefit of counsel, willingly and voluntarily. Each Party represents that no representations of fact or opinion have been made by any individual to induce this mutual waiver of trial by jury or to in any way modify or nullify its effect.

## 12. FORCE MAJEURE EVENTS AND EFFECT

12.1 Force Majeure Events. Except with respect to any monies due hereunder, in no event shall either Party be liable to the other for any delay or other failure to perform under the Master Agreement or any Schedule thereto, that is due to: (i) the other Party's delay in supplying or failure to supply approvals, information, materials, or services called for or reasonably required under the terms of the Master Agreement; provided that the Party claiming excuse has previously requested such approvals, information, materials, or services with reasonable advance notice; or (ii) acts of God, acts of a public enemy, acts or omissions of a nation or any state, territory, province, or other political division thereof, acts of terrorism, fires, floods, epidemics, riots, theft, quarantine restrictions, freight embargoes, labor difficulties, including without limitations, strikes, slowdowns, picketing or boycotts, unavoidable casualties, delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers, or other causes beyond the control of the Party claiming excusable delay or failure to perform (collectively, "Force Majeure Events").

12.2 Performance Times. In the event of a Force Majeure Event, the Parties shall be excused from their performance obligations under the Master Agreement for a period at least equal to the delay resulting from the Force Majeure Event and such additional period as may be reasonably necessary to allow the Parties to resume their performance obligations under the Master Agreement.

12.3 Force Majeure Notice. Each Party shall give prompt notice to the other Party of (i) any event such Party claims is a Force Majeure Event under this Section 12, and (ii) the cessation of the Force Majeure Event.

## 13. CONFIDENTIALITY

### 13.1 Confidential Information.

13.1.1 Definition. For purposes of the Master Agreement, "Confidential Information" shall mean and refer to all information about a Disclosing Party furnished by a Disclosing Party or by its representatives to a Receiving Party which is not available to the general public, including, without being limited to, information regarding a Disclosing Party's products, technology, programs, systems,

procedures, inventions, trade secrets, know-how, ideas, concepts, techniques and equipment, materials of construction, processes, project specifications, project data, data and test results (including engineering data), routes, route maps, fiber locations, system security, designs, plans, methods, drawings, models, diagrams, flow charts, specifications and requirements, raw material, product applications, product descriptions, service offerings, contemplated products, development plans, experimental work, research and development, customers, suppliers, software and networks, business and marketing strategies, marketing techniques and materials, financial information, costs, prices, pricing policies, staffing, accounting and management methods, and any other information supplied by a Disclosing Party to a Receiving Party, whether disclosed orally, visually, digitally, by submission of samples, by electronic media, in written form, or otherwise.

13.1.2 Exclusion. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of disclosure by a Receiving Party or its representatives; (ii) as established by written records of a Receiving Party, was available to a Receiving Party on a non-confidential basis prior to its disclosure to a Receiving Party hereunder; (iii) as established by written records of a Receiving Party, becomes available to a Receiving Party on a non-confidential basis from a Person other than a Disclosing Party who is not bound by a confidentiality agreement with a Disclosing Party; and (iv) is required to be disclosed pursuant to law, including, without limitation, the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or judicial or administrative order.

13.1.3 Ownership Rights of Confidential Information. The Receiving Party acknowledges and agrees that Confidential Information of the Disclosing Party, as described above, shall belong exclusively to the Disclosing Party. The Receiving Party further agrees that all documents that incorporate and/or reflect any Confidential Information, including, but not limited to, notes, data, computer files, reference materials, sketches, drawings, memoranda, documentation and/or records, shall belong exclusively to the Disclosing Party. The Receiving Party agrees to turn over all such materials and any copies of such materials (excepting only this Master Agreement) in its control to the Disclosing Party upon request or immediately upon termination or expiration of the Master Agreement.

13.1.4 Covenant Not to Disclose. The Receiving Party agrees during the Term of the Master Agreement and for a period of three (3) years after termination or expiration of the Master Agreement, to hold in confidence and not to directly or indirectly reveal, report, publish, disclose, or transfer, or cause to be revealed, reported, published, disclosed or transferred any Confidential Information to any Person or entity, or utilize, or cause to be utilized, any Confidential Information for any purpose, except as the Disclosing Party may expressly direct.

13.2 Non Solicitation. Each Party agrees that during the Term of the Master Agreement, and for a period of one (1) year after the termination or expiration of the Master Agreement, it shall not, directly or indirectly, solicit, encourage, or induce, or cause to be solicited, encouraged or induced, any employee, franchisee, joint venturer, supplier, vendor, contractor, or prospect in these or similar capacities, engaged by the other Party or being actively pursued by the other Party, to terminate or adversely modify any business relationship with the other Party or not to proceed with, or enter into, any business relationship with the other Party, nor shall each Party otherwise directly or indirectly interfere with any business relationship between the other Party and any of its employees, franchisees, suppliers, vendors, or contractors.

13.3 Injunctive Relief. Each Party understands and agrees that the terms contained in this Section 13 are reasonable and necessary for the protection of valid business interests, and that failure to comply with any term will cause immediate and irreparable injury to the other Party, for which injury there is no adequate remedy at law. Each Party expressly agrees that in the event of the actual or threatened breach of this Section 13 by the other Party, a Party, its Permitted Successors and Permitted Assigns shall be entitled to seek immediate injunctive and other equitable relief by a court of competent jurisdiction to prevent and restrain such breach, and a Party shall be entitled to recover its costs, including without limitation reasonable attorney's fees, incurred by it in the action, in addition to any other relief (including without limitation money damages) awarded by the court. Each Party agrees to pay as liquidated damages, an amount equal to one hundred (100%) percent of the affected employee's salary to the non-breaching Party for violation of this provision.

14. NON-DISCRIMINATION

LaserCraft: (i) shall not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability; (ii) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability; (iii) shall, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants shall receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and (iv) shall include these provisions in every subcontract let by it or for it in connection with the Master Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 Independent Contractor. The relationship between the Village and LaserCraft shall not be that of employer-employee, partners, agents, or joint venturers for one another, and nothing contained in the Master Agreement or any Schedule shall be deemed to constitute a partnership or agency agreement between them for any purpose, including, but not limited to income tax purposes. The Village and LaserCraft, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

15.2 Prohibition on Improper Payments. Neither Party shall use any funds received under the Master Agreement for illegal or otherwise "improper" purposes. Neither Party shall pay any commission, fees or rebates to any employee of the other Party, or favor any employee of such other Party with gifts or entertainment of significant cost or value. If either Party has reasonable cause to believe that one of the provisions in this Section 15.2 has been violated, it, or its representative, may audit the relevant records of the other Party to determine compliance with such provisions.

15.3 Notices.

15.3.1 Unless otherwise provided in the Master Agreement or a Schedule, all notices and communications concerning the Master Agreement shall be in writing and addressed to the other Party as follows:

- If to the Village: VILLAGE OF WILLOWBROOK  
Attention: VILLAGE PRESIDENT  
7760 QUINCY STREET  
WILLOWBROOK, IL 60527
- with a copy to: VILLAGE OF WILLOWBROOK  
ATTN: VILLAGE ADMINISTRATOR  
7760 QUINCY STREET  
WILLOWBROOK, IL 60527      VILLAGE OF WILLOWBROOK  
ATTN: CHIEF OF POLICE  
7760 QUINCY STREET  
WILLOWBROOK, IL 60527
- If to LaserCraft: LaserCraft, Inc.  
1450 Oakbrook Drive, Suite 900  
Norcross, Georgia 30093  
Attn: Tom Quinn, Executive Vice President
- with a copy to: Jeffrey P. Reilly, Esquire  
Miles & Stockbridge P.C.  
One West Pennsylvania Avenue  
Suite 900  
Towson, Maryland 21204

or at such other address as may be designated in writing to the other Party.

15.3.2 Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified United States mail, postage prepaid, or by commercial overnight delivery service, or transmitted

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by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery service, or three (3) days after deposit in the mail when sent by United States mail.

15.4 Audit Rights. Each of the Parties shall have the right to audit the books and records of the other Party solely for the purpose of verifying the payments due under the Master Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours prior notice, at mutually convenient times and during normal business hours. Except as otherwise provided herein, the cost of any such audit shall be borne by the Party performing the audit. If any audit establishes any underpayment of any amount payable hereunder, such underpayment shall be paid promptly upon demand, and in the event that such underpayment exceeds twenty-five percent (25%) of the amount actually owing, the cost of the audit shall be borne by the audited Party. If any audit establishes any overpayment of any amount payable hereunder, such overpayment shall be refunded promptly upon demand.

15.5 Severability. If any term or condition of the Master Agreement should be held invalid by a court or administrative tribunal of competent jurisdiction in any respect, such invalidity shall not affect the validity of any other term or condition hereof. If any term or condition of the Master Agreement should be held to be unreasonable as to time, scope or otherwise by such court or administrative tribunal, it shall be construed by limiting or reducing it to the minimum extent so as to be enforceable under then applicable law.

15.6 Entire Agreement. The Master Agreement, including the Schedules referenced above, and these General Terms and Conditions constitutes the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of the Parties with respect to the subject matter hereof and the transactions contemplated hereby. The Master Agreement may be modified or amended only by a writing signed by both Parties as set forth herein.

15.7 Rules of Interpretation.

15.7.1 If there is any conflict between the terms and provisions of any Schedule and the terms and provisions of the Master Agreement, the terms and provisions of such Schedule shall control.

15.7.2 The captions or headings in the Master Agreement and Schedules are strictly for convenience and shall not be considered in interpreting the Master Agreement or Schedules or as amplifying or limiting any of their content. Words in the Master Agreement or Schedules that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

15.7.3 Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

15.8 Waiver. The failure of either Party to enforce any of the provisions of the Master Agreement or any Schedule thereto, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

15.9 Joint Drafting. Each Party has participated in drafting the Master Agreement and the Schedules thereto and has been given the opportunity to have the same reviewed by counsel and the Master Agreement shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities in the interpretation of the Master Agreement, no presumption shall be imposed against either Party by reason of document preparation.

15.10 Successors and Assigns. The Master Agreement shall be binding upon and inure to the benefit of the Parties and their Permitted Successors and Permitted Assigns.

15.11 Attachments. The Schedules and Attachments hereto are incorporated herein by this reference and made a part hereof and shall be included in the term "Master Agreement."

15.12 Governing Law and Jurisdiction. The Parties acknowledge and agree that the Master Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without reference to its choice of law principles. Each Party irrevocably consents to the personal and subject matter jurisdiction of the Eighteenth Judicial Circuit Court, DuPage County, Wheaton, Illinois, in all matters arising from or relating to the Master Agreement and the relationship of the Parties, and waives any defense of lack of jurisdiction, improper venue or inconvenient forum.

15.13 No Third Party Beneficiaries. Except as provided herein, the Master Agreement is for the sole and exclusive benefit of the Parties hereto and nothing in the Master Agreement shall be construed to grant to any Person other than the Parties hereto, and their respective Permitted Successors and Permitted Assigns, any right, remedy or claim under or in respect of the Master Agreement or any provision hereof.

15.14 Further Assurances. The Parties hereto hereby agree to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as either may at any time reasonably request in order to better assure and confirm unto each Party their respective rights, powers and remedies conferred hereunder.

15.15 Counterparts. Provided that all Parties hereto execute a copy of the Master Agreement, the Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties acknowledge that delivery of executed copies of the Master Agreement shall be in accordance with Section 15.3. The Master Agreement shall not be binding and enforceable until each Party has executed and delivered a copy hereof to the other Party.

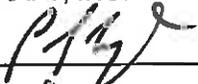
15.16 Headings. The headings contained herein are included solely for ease of reference and in no way shall limit, expand or otherwise affect either the substance or construction of the terms and conditions of the Master Agreement or the intent of the Parties hereto.

15.17 Remedies Cumulative. Except as specifically and expressly stated herein, the remedies under the Master Agreement shall be cumulative and not exclusive, and election of one remedy shall not preclude pursuit of other remedies.

*signatures continue on following page*

IN WITNESS WHEREOF, the Parties hereto have executed these General Terms and Conditions to Master Agreement under seal, or have caused the same to be executed on their respective behalves by their duly authorized representatives, intending the same to be effective as of the Effective Date.

LASERCRAFT, INC.

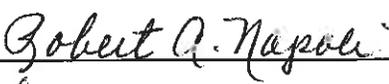
By:  (seal)

Name: P. LYNCH

Title: PRESIDENT & CEO

Date: 29 mar 2008

THE VILLAGE OF WILLOWBROOK

By:  (seal)

Name: ROBERT A. NAPOLI

Title: PRESIDENT PRO TEM

Date: 3/24/08

## SCHEDULE 1 to MASTER AGREEMENT

### RED LIGHT CAMERA ENFORCEMENT SYSTEM AGREEMENT

Executed pursuant to that certain Master Agreement as of the 24<sup>th</sup> day of MARCH, 2008 (the "Agreement") which is incorporated herein by reference, between the Village of Willowbrook (the "Village") and LaserCraft, Inc. ("LaserCraft"). This Red Light Camera Enforcement System Agreement ("Red Light System Agreement"), incorporating by reference the terms and conditions of the Agreement, constitutes a separate agreement and shall become effective as of the 24<sup>th</sup> day of MARCH, 2008 (the "Red Light System Agreement Effective Date").

1 DEFINITIONS. Capitalized terms in this Red Light System Agreement and the Attachments hereto shall have the meanings set forth below and are in addition to definitions contained in the General Terms and Conditions attached as Exhibit A to the Master Agreement.

- 1.1 **Citation** shall mean the notice of a Violation, which is mailed or otherwise delivered by LaserCraft, or a designee of LaserCraft, to a violator on the appropriate Enforcement Documentation.
- 1.2 **Village** shall mean the Village of Willowbrook, and each of its departments, divisions, agencies, boards and instrumentalities.
- 1.3 **Enforcement Documentation** shall mean the necessary and appropriate documentation relating to the LaserCraft System, including but not limited to: photographs and videos recorded by the LaserCraft Equipment, warning letters, Citation notices, instructions accompanying each issued Citation, chain of custody records, and technical support documentation for applicable court and judicial officers.
- 1.4 **Intellectual Property** shall have the meaning assigned in Section 10.4.
- 1.5 **LaserCraft Equipment** shall mean the equipment used by LaserCraft in connection with the LaserCraft System, including, but not limited to: (i) camera and other detection equipment enclosed in a lockable, weather and vandal resistant housing; (ii) equipment reasonably necessary to allow such camera and other detection equipment to communicate with LaserCraft's server(s); (iii) server(s) necessary to permit operation of the LaserCraft System and; (iv) a minimum of two (2) personal computer workstations for use by the Village to review Violations and authorize Citations.
- 1.6 **LaserCraft System** shall mean the LaserCraft Redlight Camera Enforcement System supplied by LaserCraft pursuant to the terms of this Red Light System Agreement by which the monitoring, identification and enforcement of Violations is facilitated by the use of the LaserCraft Equipment.
- 1.7 **Location** shall mean the locations described in Attachment 1.7, which may be amended from time-to-time by written agreement of the Parties.
- 1.8 **OnlineViolation Software** shall have the meaning assigned in Section 10.1.1.
- 1.9 **Uncontrollable Rejections** shall include, but are not limited to: (i) missing plates; (ii) obstructed plates or obstructed views of targeted vehicles; (iii) unenforceable plates (e.g., police, diplomat, emergency vehicles); (iv) funeral processions or "wave throughs"; or (v) no motor vehicle record located.
- 1.10 **Violation** shall mean a violation of the Village's traffic ordinances as determined solely and exclusively by the Village.

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## 2 TERM.

2.1 Term. Subject to the provisions of the Master Agreement, the term of this Red Light System Agreement shall commence on the Red Light System Agreement Effective Date and shall continue for a period of one (1) year thereafter.

2.2 Renewal. So long as: (i) this Red Light System Agreement is then in full force and effect; and (ii) there is no default by the Village or LaserCraft which is then continuing, then the Term of this Red Light System Agreement shall automatically extend for four (4) additional periods of twelve (12) months unless either Party gives written notice to the other Party of its intent to terminate, such notice shall be provided not less than one hundred twenty (120) days prior to the expiration of the then existing term. If the option is duly exercised, the extension Term shall be upon the same terms and conditions set forth in this Red Light System Agreement, except that the number of renewal options shall be decreased by the number of options exercised and the fee shall be adjusted as provided in Attachment 5.

2.3 Termination for Convenience. Either Party shall have the right to terminate this Red Light System Agreement for convenience upon thirty (30) days prior written notice.

## 3 RED LIGHT SERVICES.

3.1 Scope of Services. Subject to the provisions of the Master Agreement and this Red Light System Agreement and effective upon the Red Light System Agreement Effective Date, LaserCraft shall provide to the Village the Red Light Services described in this Section 3.

3.2 General Description of Red Light Services. The Red Light Services shall include the following:

3.2.1 Assistance with intersection selection, including establishment of baseline counts of red light violations at an initial set of intersections. This data should enable the Village to gauge the impact of an automated traffic safety camera enforcement program;

3.2.2 Site design, installation, maintenance and operation of automated camera systems at all selected intersections;

3.2.3 Processing of data prior to providing access to chargeable Violations via a secure interface to the Willowbrook Police Department, and facilitate review and authorization of Citations by electronic signature for those events that satisfy the criteria specified by the Village;

3.2.4 Initial mailings to violators and all follow-up mailings, including but not limited to: determination of liability, final determination of liability, late payment, insufficient payment, partial payment, notice to appear at administrative hearing and findings, decision & order;

3.2.5 Accept payments online, by phone and through a lockbox, and provide a check scanner integrated to the Village's local PC for accepting in-person payments via check and/or cash;

3.2.6 Show collected evidence (pictures, video) online to violators;

3.2.7 Provide administrative adjudication software and hardware to support in person hearings and contests by mail;

3.2.8 Provide call center support for Citation status questions, payments and in person hearing scheduling;

3.2.9 Provide expert testimony at contested court hearings until judicial notice is taken;

3.2.10 Assist with development of a public information and community outreach campaign;

3.2.11 Provide an annual camera certification process;

3.2.12 Provide regular statistical reports of program operations;

3.2.13 Train Village staff involved in implementation of the program;

3.2.14 Provide for the production and expenses of all signage at the Locations;

3.2.15 Pay for all electrical power required by the LaserCraft System; and

3.2.16 Supply codes for temporary and dealer tag rejects allowing the Village to query for review.

### 3.3 Limitation on Scope of Red Light Services.

3.3.1 It is expressly understood and agreed that the Village reserves to itself the sole and exclusive right and privilege to enforce the Village's traffic ordinances and the Red Light Services described in this Section 3, which do not, and are not, intended to include the manner and enforcement of the Village's traffic ordinances and in no event shall LaserCraft have the ability or authorization to issue a Citation.

3.3.2 The Village expressly acknowledges and agrees that LaserCraft shall have no responsibility or obligation to provide any goods or services except as provided in Section 3 of this Red Light System Agreement, and that the Village is solely responsible for obtaining any and all authorizations, approvals and consents of any kind or nature whatsoever with respect to the manner and enforcement of the Village's traffic ordinances.

3.3.3 All LaserCraft Equipment shall remain the property of LaserCraft during the term of this Red Light System Agreement.

## 4 VILLAGE RESPONSIBILITIES.

4.1 Enforcement of Ordinances. The Village shall be solely responsible for both the manner of enforcement, and the enforcement itself, of the Village's traffic ordinances and laws.

4.2 Permits and Approvals. The Village agrees to: (i) provide to LaserCraft a current signalization plan, including all right-of-way boundaries for each Location; (ii) provide to LaserCraft reasonable assistance in obtaining permits and approvals as necessary, including, but not limited to, construction and lane blocking permits; and (iii) facilitate communications with transportation officials, processing vendors, power and communication companies, and other third parties as may be reasonably required by LaserCraft in connection with installation, operation and maintenance of the LaserCraft System. Lasercraft agrees to cooperate with the Village in procuring such permits and approvals, including, but not limited to, by providing to the Village engineering drawings denoting the planned location of LaserCraft Equipment at each Location.

4.3 Intersection Schematics, Signal Operations and Locations. The Village and LaserCraft shall cooperate to identify candidate Locations. The Village shall assist LaserCraft in obtaining any necessary schematics and plans required to satisfy any Requirement of Law for each designated Location. The Village shall advise LaserCraft in writing at least thirty (30) days in advance if the traffic signal operations at a Location are to be modified; provided, however, that the Village shall not be in breach of this Red Light System Agreement to the extent that its failure to notify LaserCraft in compliance with the foregoing requirement is the result of the failure of State of Illinois officials to provide information to the Village.

*PR*

4.4 Systems Interface. If the LaserCraft System includes data interfaces with the Village's information system, the Village shall provide reasonable assistance, access to personnel and systems, all information necessary to allow LaserCraft to provide such data interfaces, and shall advise LaserCraft in writing at least thirty (30) days in advance if any such Village information is to be modified. The Village shall be responsible for any additional costs incurred by LaserCraft associated with the interface to a new or modified Village information system.

4.5 Signage and Power. The Village shall: (i) be responsible for approval of all signage at the Locations and (ii) shall provide access to electrical power at the Locations required by the LaserCraft System, but only to the extent that the Village has such access rights.

4.6 Services to be Provided by Village Personnel. The Village shall be solely responsible for providing the following services:

4.6.1 Review evidence and determine whether a Citation should be issued;

4.6.2 Provide a coordinated public education and information program with continuing support from LaserCraft, as mutually agreed; and

4.6.3 Provide merchant identification and payment of monthly transaction fees associated with payment processing of Citations by debit or credit cards.

## 5 COMPENSATION.

In consideration for the Red Light Services described in Section 3 of this Red Light System Agreement, the Village shall pay LaserCraft the fees as provided in Attachment 5.

## 6 PARTIES' RIGHTS UPON DEFAULT, EXPIRATION, TERMINATION.

Upon expiration or termination of this Red Light System Agreement:

6.1 LaserCraft shall, within a reasonable time after such expiration or termination, remove and take possession of all LaserCraft Equipment provided hereunder that is publicly accessible, including, but not limited to: poles, cameras and detection equipment, provided that any property belonging to the Village or a Third Party shall not be rendered inoperable as a result of LaserCraft's removal of the LaserCraft Equipment.

6.2 The Village shall promptly return to LaserCraft: (i) all LaserCraft Equipment; and (ii) at LaserCraft's option: (a) return all copies of the RMS and OnlineViolation Software and supporting materials to LaserCraft and provide an affidavit to LaserCraft certifying that all known copies have been returned and that any subsequently discovered copies shall be returned upon discovery; or (b) destroy all copies of the OnLineViolation Software and supporting materials and supply an affidavit to LaserCraft certifying to such destruction.

## 7 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

7.1 LaserCraft represents and warrants that:

7.1.1 The LaserCraft System shall:

7.1.1.1 Not interfere with the operation or performance of existing traffic signal equipment and detectors;

7.1.1.2 Operate properly on a continuing basis, with all problems documented and remedied within forty-eight (48) hours, including weekends and holidays;

7.1.1.3 Detect and document: (i) multiple simultaneous Violations; (ii) Violations for all approach lanes (up to six (6) lanes), including left and right turn lanes; and (iii) Violations at all times of day and night and during varying weather conditions, except with respect to Uncontrollable Rejections;

7.1.1.4 Graphically record, by photographs and/or video, vehicles before entering an intersection as well as after entering an intersection in violation of the red phase;

7.1.1.5 Be situated to clearly record graphical images of a license plate, including plate number, and any specialty plate details and the position of a vehicle at the time of Violation within the intersection, except with respect to Uncontrollable Rejections;

7.1.1.6 Provide high quality digital images;

7.1.1.7 Document date, time and intersection;

7.1.1.8 Include back-up power so the system clock and other data collection elements displayed on the images are maintained for a minimum of forty-eight (48) hours in the event of a main power supply failure;

7.1.1.9 Incorporate Citation processing software used for issuing Enforcement Documentation;

7.1.1.10 Provide archiving of images in accordance with retention requirements of the Village and the State of Illinois; and

7.1.1.11 Interface with the Village's servers, which such data interfaces and related services shall be provided at no extra cost to the Village, provided, however, that such interfaces shall be: (i) limited to flat-data files (format to be defined by the Village); (ii) created by LaserCraft; and (iii) imported into the Village's system by the Village.

7.1.2 The Red Light Services performed under this Red Light System Agreement shall be done in a professional and workmanlike manner; and

7.1.3 LaserCraft shall use commercially reasonable efforts to engage sufficient qualified and trained LaserCraft personnel to provide the Red Light Services in accordance with the terms of this Red Light System Agreement.

7.2 The Village represents and warrants that:

7.2.1 Its use of the Red Light Services, the LaserCraft System and the OnlineViolation Software is, and for the Term of this Red Light System Agreement shall be, in compliance with any and all Requirements of Law; and

7.2.2 It shall not in any way use, disseminate or transfer in any way the OnlineViolation Software in violation of any Requirement of Law, including but not limited to the export control laws of the United States.

## 8 EXCLUSION OF WARRANTIES.

8.1 Except as otherwise expressly provided by the terms of this Red Light System Agreement, LaserCraft **DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.**

## 9 LIMITATION OF LIABILITY.

9.1 In no event shall LaserCraft have any liability to the Village or any Third Party to the extent that: (i) the Village fails to use the LaserCraft System or the Online Violation Software in accordance with the terms of this Red Light System Agreement; (ii) the LaserCraft System or any part thereof has been subjected to unusual physical, environmental or electrical stress, or is damaged due to accident (including but not limited to motor vehicle collision), misuse, neglect, vandalism or unauthorized or improper alteration, repair, installation, testing, or modification, or which has been moved from the original installation location; or (iii) the claimed defect or error has been caused, in whole or in part, by persons other than by LaserCraft or by products, equipment or software not provided by LaserCraft.

9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS RED LIGHT SYSTEM AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES OR LOST PROFITS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS RED LIGHT SYSTEM AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

**9.3 LASERCRAFT'S AND ITS SUBCONTRACTORS' AND SUBSUPPLIERS' AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF THIS RED LIGHT SYSTEM AGREEMENT OR TORT OR ANY OTHER LEGAL CONTEXT OR THEORY, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THIS RED LIGHT SYSTEM AGREEMENT AND ANY SCHEDULE THERETO, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BREACH OF ANY WARRANTY OR GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY LASERCRAFT OR PERFORMANCE OR NON-PERFORMANCE OF ANY GOODS OR SERVICES PROVIDED BY LASERCRAFT IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE VILLAGE TO LASERCRAFT UNDER THIS RED LIGHT SYSTEM AGREEMENT DURING THE PREVIOUS SIX (6) MONTH PERIOD.**

## 10 SOFTWARE LICENSE, INTELLECTUAL PROPERTY INDEMNITY AND OWNERSHIP.

### 10.1 Online Violation Software.

10.1.1 Definition. For the purposes of this Red Light System Agreement, "Online Violation Software" shall mean the proprietary software owned by LaserCraft to allow the Village to monitor the operations of the LaserCraft System at all Locations including, but not limited to, approving, printing, receiving payments, tracking status of and reporting on, traffic violation files generated by the LaserCraft System. The Online Violation Software is solely for use on the Violation events information provided by LaserCraft under this Red Light System Agreement generated by the LaserCraft Equipment.

10.1.2 License. If utilized as part of the LaserCraft System, during the term of this Red Light System Agreement, and subject to the Village's compliance with the terms and conditions of this Red Light System Agreement, LaserCraft grants to the Village a nonexclusive license to install and use the Online Violation Software on any system, owned, leased or operated by the Village in support of the Village's conduct and operation of its business. LaserCraft retains all title, trademark, copyright, trade secret, patent and other proprietary rights in the Online Violation Software. All titles, trademarks, copyright, patent and restricted rights notices shall be reproduced and clearly visible at all times on or in conjunction with the Online Violation Software. The Village does not acquire any rights, express or implied, in the Online Violation Software, other than the use licenses granted in this Agreement.

10.1.3 Verification. The Village shall keep full, true and accurate records and accounts of its deployment and use of the Online Violation Software, including nature of use, number and location of copies made for archival, backup, testing, in production or otherwise. LaserCraft may audit the Village's use of the Online Violation Software and its compliance with this Agreement at any time at any Village facility upon reasonable notice. Promptly upon LaserCraft's request, the Village agrees to cooperate with LaserCraft's audit, including making LaserCraft's records available. LaserCraft's failure to conduct an audit shall not constitute a waiver of its right to do so in the future.

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10.1.4 LaserCraft is under no obligation to modify or support the OnlineViolation Software. To the extent it does modify or enhance the OnlineViolation Software, within a reasonable period after general release, LaserCraft shall deliver to the Village copies of the source (and object in the Village's discretion) code of any updates, upgrades, revisions, modifications, enhancements, new versions, new releases, replacements, next generations, plug-ins, derivatives, adaptations, additions, improvements, maintenance and technical support releases, fixes and workarounds developed by or on behalf of LaserCraft, if any, to the OnlineViolation Software. LaserCraft agrees to provide technical advice and implementation services with respect to any of the foregoing modifications upon terms mutually agreed upon by LaserCraft and the Village.

10.1.5 Restrictions on Use. The Village shall not, without LaserCraft's expressed prior written consent, alter, modify or adapt the executable code portions (not including configurable functions) of the OnlineViolation Software or allow a Third Party to do so, including, but not limited to, translating, reverse engineering, decompiling or reverse compiling or disassembling. The OnlineViolation Software shall be used only for the purposes stated above; any use of the OnlineViolation Software for other purposes, including but not limited to commercial distribution, time-sharing, rental, or service bureau use, is expressly prohibited. LaserCraft agrees, however, to work with the Village to establish a method to exchange information with local court and administrative adjudication systems at no additional cost to the Village.

## 10.2 Intellectual Property Indemnity.

10.2.1 LaserCraft shall indemnify and hold harmless the Village against any and all costs, damages and expenses (including reasonable legal expenses) awarded against the Village by a court of competent jurisdiction or agreed to in a written settlement signed by LaserCraft arising out of any suit or claim brought by a Third Party against the Village alleging that the LaserCraft System infringes any United States patent issued as of the date of this Red Light System Agreement or any United States copyright or trade secret, provided that LaserCraft is given prompt written notice of any such claim and sole control of the defense of such claim and any settlement, and the Village provides reasonable information and assistance to LaserCraft in defending any such claim.

10.2.2 If a court of competent jurisdiction determines that the LaserCraft System infringes, or if, in the reasonable exercise of LaserCraft's business judgment, LaserCraft determines that it is likely to be held that the LaserCraft System infringes, any United States patent issued as of the date of this Red Light System Agreement or any United States copyright or trade secret, LaserCraft shall, at its expense and at its sole option: (i) secure the right of the Village to continue use of the LaserCraft System in accordance with the terms of this Red Light System Agreement; (ii) replace or modify the LaserCraft System to make it non-infringing; or, if in the reasonable exercise of LaserCraft's business judgment, neither option (i) or (ii) is economically or otherwise feasible; (iii) remove all or the infringing part of the LaserCraft System, adjust the monthly fee payable hereunder to reflect such removal, and refund any amounts paid by the Village to the extent that such amounts related to periods in which the infringing part of the LaserCraft System was not available.

10.3 Limitations. LaserCraft's obligations under this Section 10 shall not apply to any claim resulting from an alleged infringement in the LaserCraft System in a condition other than as delivered to the Village including but not limited to any alleged infringement arising from the Village's unauthorized modification of the LaserCraft System or the combination of the LaserCraft System with other hardware or software, use other than in accordance with LaserCraft's specifications, or infringement resulting from use by the Village of hardware or Third Party software not specifically approved in writing by LaserCraft.

10.4 Ownership of Intellectual Property. Title and ownership rights to all Intellectual Property (as defined below) of LaserCraft shall remain in LaserCraft, and LaserCraft reserves all rights not expressly granted. Except for rights specifically granted herein, the Village shall have no right, title or interest in or to the Intellectual Property. For purposes of this Agreement, "Intellectual Property" shall mean all proprietary knowledge and information of LaserCraft, including but not limited to the System, the

OnlineViolation Software, Confidential Information, patents, copyrights, trade secrets, trademarks, inventions, listings and documentation related thereto, or any revisions, alterations or derivative works thereof in any form.

## 11 MISCELLANEOUS PROVISIONS

11.1 Priority of Documents. In the event of a conflict among the documents comprising this Red Light System Agreement, the order of priority for purposes of resolving conflicts is: (1) the terms contained in this Red Light System Agreement; (2) the General Terms and Conditions; (3) LaserCraft's proposal; and (4) the Village's Request For Proposal. To the extent not inconsistent with this Red Light Services Agreement or the General Terms and Conditions, the Village's Request for Proposal and LaserCraft's proposal are incorporated herein by reference.

11.2 Entire Agreement. The Agreement, Schedules and this Red Light System Agreement constitute the entire agreement of the Parties with regard to the specific subject matter hereof and supersede all prior and contemporaneous written and oral understandings between the Parties.

11.3 Attachments. The Attachments hereto are incorporated herein by this reference and made a part hereof and shall be included in the term "Red Light System Agreement."

11.4 Counterparts. Provided that all Parties hereto execute a copy of this Red Light System Agreement, this Red Light System Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of executed copies of this Red Light System Agreement shall be effectuated in accordance with Section 16.3 of "Exhibit A, Terms and Conditions to the Master Agreement," as the same may be amended by the Parties. This Red Light System Agreement shall not be binding and enforceable until each Party has executed and delivered a copy hereof to the other Party.

**IN WITNESS WHEREOF,** LaserCraft and the Village have caused this Red Light System Agreement to be signed and delivered by its duly authorized representative as of the date first set forth herein.

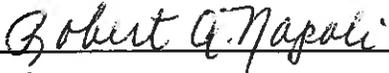
LASERCRAFT INC.

By:  (seal)

Name: P. J. Lynch

Title: President & CEO

THE VILLAGE OF WILLOWBROOK

By:  (seal)

Name: ROBERT A. NAPOLI

Title: PRESIDENT PLO TEM

## ATTACHMENT 1.7

### LOCATIONS

1. Approaches shall only be installed at intersections having a minimum threshold traffic count sufficient to justify each such installation(s). Subject to the foregoing, the Parties agree to target nine (9) approaches under this Red Light System Agreement.
2. Additional approaches can be added as mutually agreed between the Parties.

**ATTACHMENT 5**

**PRICING**

The price for the system and related services for a full turnkey solution as described in LaserCraft's Proposal dated November 30, 2007 is as follows:

**FIXED PRICE WITH COST NEUTRALITY**

Fixed monthly cost per approach per month	\$4,495
Expert Testimony	No charge during the first to occur of: (i) the first six (6) months of the Term of the Red Light System Agreement; or (ii) the first expert testimony provided by LaserCraft.

To ensure cost neutrality to the Village, LaserCraft shall issue a credit to the Village calculated monthly as follows: the difference between: (i) (the total aggregate number of Locations) times (\$4,495.00) and (ii) the actual revenue generated by Citations from all approaches.

LaserCraft warrants that prices contained in this Attachment 5 shall remain fixed for a period of four (4) years commencing on the Effective Date of the Red Light System Agreement. After year four (4), LaserCraft may adjust the price annually at a rate not to exceed the twelve (12) month change, seasonally unadjusted, in the CPI-U for the Midwest Region, commencing on January 1 of the prior calendar year.

Invoicing shall begin for each Location after: (i) the LaserCraft Equipment is installed and accepted at a Location; and (ii) LaserCraft has operated the Red Light System at the Location for a thirty (30) day testing period, or such longer testing period as may be mutually agreed upon by the Parties. Notwithstanding the provisions of Section 3.2 of Exhibit A to the Master Agreement, the first payment shall be due ninety (90) days from the issuance of the first Citation.

Cost Neutrality. In no event shall the total amount invoiced exceed the total amount collected by the Village for the same invoice period.

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February 14, 2013



Chief Mark Shelton  
Chief of Police  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

**Re: Subject Line**

Dear Chief Shelton:

Please be advised American Traffic Solutions, Inc. (herein "ATS") acknowledges receipt of your February 7, 2013 email to ATS Account Manager David Mast requesting a two (2) month extension of our current Master Agreement, including Schedule 1 Agreement and attachments (herein "Agreement"), dated March 24, 2008, and expiring on March 24, 2013, with the Village of Willowbrook, Illinois (herein "Village") ATS is in agreement with the Village that the new expiration date of the Master Agreement, Schedule 1 Agreement and attachments shall now be May 24, 2013.

ATS is pleased with the opportunity to continue working with the Village on this important public safety program to make the Village a safer place to live, work and drive.

Sincerely,  
American Traffic Solutions, Inc.

A handwritten signature in blue ink that reads "Michael Bolton".

---

Michael Bolton, Chief Operating Officer

# 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 THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AGENDA NO. **11**

AGENDA DATE: 2/25/13

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

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

*TE Halik*

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

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

*Wm. J. Hennessy*

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

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

*TE Halik*

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

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

On February 6, 2013, the rank and file members of the IFOP Sergeant & Patrol Officers Labor Union voted to approve the new Collective Bargaining Agreement (CBA). The Agreement provides for a three-year term commencing May 1, 2010 and extending through April 30, 2013. The agreement is based on the prior Patrol Officer Union CBA and is revised within pertinent sections in order to add the rank of Sergeant to the Union. The draft CBA was reviewed in its entirety by the Village Labor Attorney, Mr. James Spizzo of Vedder Price.

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

With regard to wage for the position of Sergeant, the CBA includes language that the Sergeant will be paid a salary 13% higher than that of the top salary of a Patrol Officer. For Fiscal Year 2012/13, the Sergeant salary will be \$93,534/year.

Other changes necessary to insert the Sergeant rank into the prior Patrol Officer CBA include language to define the Representative Unit, address probationary officer provisions, overtime selection, and initial step placement in the salary schedule.

### ACTION PROPOSED:

Adopt the Resolution.

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

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

---

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 the Illinois Fraternal Order of Police Labor Council, effective May 1, 2010 through April 30, 2013, and that the Mayor and Village Clerk are hereby authorized to sign the Agreement attached hereto and incorporated herein as Exhibit "A" and any other ancillary documents

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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

# ILLINOIS FOP LABOR COUNCIL

---

and

## VILLAGE OF WILLOWBROOK

Sergeants & Police Officers

May 1, 2010 – April 30, 2013

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://www.fop.org)

24-hour Critical Incident Hot Line: 877-IFOP911



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## **PREAMBLE**

This collective bargaining agreement is entered into by and between the VILLAGE OF WILLOWBROOK, hereinafter referred to as the "EMPLOYER" or the "VILLAGE," and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as the "UNION" or the "COUNCIL."

## **ARTICLE 1 RECOGNITION**

### **Section 1.1 Representative Unit**

Pursuant to ILRB Case No. S-UC-(S)-13-001 the Employer recognizes the Union as the sole and exclusive representative for all sworn police officers employed by the Village of Willowbrook in the ranks or titles: Patrol Officer; Sergeant.

Excluded: Chief of Police, Deputy Chief and all supervisory, managerial and confidential employees. For purposes of this contract, the term "Officer", "Police Officer" or such similar reference shall apply to the position of "Sergeant" unless denoted otherwise.

### **Section 1.2 Dues Check-Off**

With respect to any Police Officer from whom the Employer receives individual written authorization, signed by the Officer, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the Officer the dues and initiation fee required as a condition of membership on the Union, or a representation fee, and shall forward such amount to the Union within (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

### **Section 1.3 Fair Share**

During the term of this Agreement, Police Officers who are not members of the Council shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Council for collective bargaining and contract administration services tendered by the Council as the exclusive representative of the Officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Council each month. The Council shall annually submit to the Village a list of the Officers covered by this Agreement who are not members of the Council and an affidavit which specified the amount of the fair share fee, which shall be determined in accordance with the applicable law.

### **Section 1.4 Indemnification**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved Police Officer.

## **ARTICLE 2 PROBATIONARY OFFICERS**

Officers hired by the Employer shall serve a probationary period of eighteen (18) months. Probationary Officers are covered by the terms of this contract; however, the parties recognize that probationary Officers may pursue any remedies which are available to them under law. This article shall not apply to Sergeants.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Police Department;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To set standards for the services to be offered to the public;
4. To direct the Officers of the Police Department, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule Officers;
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve Officers from duties because of lack of work or funds or other proper reasons;
7. To establish work schedules and to determine the starting and quitting time, and the number of hours worked;
8. To establish, modify, combine or abolish job positions and classifications;
9. To contract out work;
10. To add, delete or alter methods of operation, equipment or facilities;
11. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
12. To establish, implement and maintain an effective internal control program;
13. To suspend, demote, discharge or take other disciplinary action against Officers in accordance with Illinois law; and
14. To add, delete or alter policies, procedures, general orders, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

## **ARTICLE 4 ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term, subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article III. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE 5 NO STRIKE**

### **Section 5.1 No Strike**

Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Council agrees to inform its members of their obligations under this Agreement and their obligation not to strike as imposed by the Illinois Public Labor Relation Act and to direct them to return to work.

### **Section 5.2 Union's Responsibility**

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- A. Publicly disavow such action by the Officers or other persons involved;
- B. Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the Officers stating that it disapproves of such action instructing all employees to cease such action and return to work immediately; or
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

### **Section 5.3 No Lockout**

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

**Section 5.4 Judicial Restraint**

Nothing contained herein shall preclude the Village or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.

**Section 5.5 Discipline of Strikers**

Any Officer who violates the provisions of Section 5.1 of this Article shall be subject to disciplinary action up to and including discharge, as well as any statutory penalties. Any action taken by the Village against any Officer who participates in any action prohibited by Section 5.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, provided that the Council shall have the right to grieve whether the Officer engaged in an action prohibited by Section 5.1 but, if the Village's determination is shown to be correct, not the appropriateness of the penalty imposed or any other issue. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**ARTICLE 6 HOURS OF WORK**

**Section 6.1 Purpose of Article**

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the Employer from restructuring the normal workday, work week or work cycle. It is the Employer's intent that such changes will be infrequent.

**Section 6.2 Work Schedules**

The Employer shall continue to post the work schedules showing the shifts, workdays and work hours to which Police Officers are assigned.

**Section 6.3 Hours of Work**

Except as provided elsewhere in this Agreement, an Officer's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall include a thirty (30) minute paid lunch break and two fifteen (15) minute coffee breaks, which may be combined by the Officer, circumstances permitting. Failure to secure said breaks as a result of workload shall not occasion the payment of overtime.

**Section 6.4 Overtime Compensation**

All hours worked in excess of one hundred sixty (160) hours in the twenty-eight (28) day work cycle shall be compensated at the overtime rate of time and one half (1<sup>1/2</sup>) the Officer's regular hourly rate of pay. Hours paid for but not worked shall be considered as hours worked for purposes of computing overtime.

**Section 6.5 Required Overtime**

The Chief of Police or his designee(s) shall have the right to require overtime work, and Officers may not refuse overtime assignments. In non-emergency situations, the Chief of Police or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific Officers may be selected for special assignments based on specific skills, ability and experience they may possess.

**Schedule Overtime** Posted overtime assignments shall be filled by rotating seniority based on the seniority list posted in the patrol room. Bargaining unit members shall make one (1) selection from the posted overtime when the pin is on their name. Bargaining unit members will have twenty-four (24) hours in which to make the selection, with the pin moving at 9:00am every day. The Department command shall be responsible for moving the pin Monday through Friday, with the Day Shift supervisor responsible for moving the pin on Saturday and Sunday. Any assignment not filled by the regular process on the day before the assignment; (Friday for Sunday and Monday details), shall be filled by pick or pass. A pick or pass movement is defined as the acceleration of the pick process from twenty-four (24) hour selection period to an immediate pick or pass process. If the assignment remains unfilled four (4) hours before the start of the detail the following will be implemented: If the assignment is for shift coverage, the least senior on-duty bargaining unit member will be ordered to fill the vacancy.

**Un-Scheduled Overtime Vacancies** created shall be offered to bargaining unit members on duty by seniority. If the vacancy is not filled by a bargaining unit member on duty, such shall be offered to other bargaining unit members by seniority, by the most senior first, then in descending order. If the vacancy stills remains unfilled, other sworn staff not in the rank of patrol Officer or Sergeant will be provided the opportunity for the overtime. Upon the vacancy not filled after all sworn staff as denoted above has been offered the opportunity, the vacancy shall be filled by the least senior bargaining unit member on duty for the shift needing to be filled.

**Section 6.6 Officers In Charge**

Officers designated as officers in charge will be paid \$4.00 for each hour worked in that capacity.

**Section 6.7 Call Back**

Officers who are called back for hours which are not immediately contiguous to the normal working schedule shall be guaranteed a minimum of two (2) hours' work at the overtime rate.

**Section 6.8 No Pyramiding**

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provisions of this Article of Agreement.

**Section 6.9 Compensatory Time**

Officers may continually add to their compensatory time bank up to fifty (50) hours of replenishable time. Compensatory time in lieu of overtime pay may be taken with the approval of the Chief of Police.

**Section 6.10 Field Training Officer**

An Officer assigned as a Field Training Officer (FTO) shall receive additional compensation in the amount of one (1) hour at the Officer's overtime rate for each week of service as an FTO. An FTO who performs in that capacity three (3) days during a week shall be regarded as having served as an FTO for the entire week.

## **ARTICLE 7 FURLOUGHS**

### **Section 7.1 Furloughs**

The following are designated holidays for purposes of this Article:

New Year's Day	Thanksgiving
Martin Luther King Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

Officers shall receive eleven days of paid furlough within each anniversary year in lieu of holidays. The Officer shall request a furlough and approval shall be given by the Chief of Police with regard due to scheduling considerations, but approval of the use of furlough days shall not be unreasonably denied. At the separation of any Police Officer from Village employment, the Employer shall pay to such Officer an additional compensation equal to the accrued and prorated pay rate of furlough for the current anniversary year. Employees will be paid extra pay, at their regular rate, for the hours they work on holidays.

### **Section 7.2 General Leaves of Absence**

Covered employees shall be entitled to general leaves of absence as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

### **Section 7.3 Military Leave**

The Village shall comply with the requirements of all current state and federal statutes regarding military leave, compensation, benefits and reinstatement, including but not limited to the Public Employee Armed Services Rights Act, 5 ILCS 330/10 or as amended. The Local Government Employees Benefits Continuation Act, 50 ILCS 140 or as amended; and the Illinois Family Military Leave Act, 820 ILCS 151/1 et seq. or as amended.

### **Section 7.4 Jury Duty**

Covered employees shall be entitled to leave for jury duty as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

### **Section 7.5 Benefits While on Leave**

Covered employees shall be entitled to receive benefits while on approved leave as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

### **Section 7.6 Public Employee Disability Act Leave**

Officers will be afforded all applicable health coverage rights, wages, pension contributions and benefits pursuant to Section 10 of the current Illinois Public Safety Employee Benefits Act, 820 ILCS 320/10 or as amended. An Officer who sustains injuries and/or contracts a contagious disease in the line of duty which renders the Officer unable to perform his or her job duties will be afforded all applicable rights to leave pursuant to the current Illinois Public Employee Disability Act, 5 ILCS 345/1 et. seq. or as amended.

**Section 7.7 Family and Medical Leave**

The Village offers Family and Medical Leave pursuant to the Family and Medical Leave Act, or as amended.

**Section 7.8 Family Military Leave**

Officers will be afforded all applicable rights to family military leave pursuant to the Illinois Family Military Leave Act, 820 ILCS 151/1 *et. seq.* or as amended.

**ARTICLE 8 INSURANCE**

**Section 8.1 Coverage**

The Employer shall provide for each Officer a term life insurance policy in an amount not less than one and three-quarters (1<sup>3</sup>/<sub>4</sub>) times base pay (annual base salary plus longevity) at the Employer's expense. In addition, the Employer shall provide for each Officer accidental death and dismemberment insurance in the same amount at the Employer's expense. The Employer shall allow Officers collectively to purchase at the Officer's expense additional life insurance or accidental death and dismemberment insurance up to \$100,000. Premiums for this additional coverage shall be paid through regular payroll deductions. The Employer shall provide for each Officer a comprehensive medical insurance policy including major medical insurance at the Employer's expense. The Employer shall provide for each Officer a dental insurance policy at the Employer's expense. At the request of any Officer, the Employer shall provide a dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to Officers to any eligible dependent of the Officer. The Employer's contribution toward the cost of the premium for dependent coverage will be 80%.

The Village will pay 100% of the premium for employee coverage under the HMO plan and 80% of the premium for dependent coverage under the HMO plan. The Village agrees that it will use its best efforts to prevent any reductions in optical benefits provided in the current HMO plan.

**Section 8.2 Termination of Coverage**

Benefits for life, medical, dental and accidental death and dismemberment shall terminate immediately upon resignation or termination. Officers shall, however, be afforded all rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 and any amendments to that statute.

**Section 8.3 Pensioned Officers**

Any pensioned Officer shall be eligible to make application for conversion of benefits at his or her expense consistent with applicable laws. The Employer agrees to make its best effort to help secure such conversion benefits if requested by the Officer.

**Section 8.4 Temporary Coverage**

Any Officer on leave of absence with or without pay or on temporary leave or on an extended disability leave shall have life, dental, medical and accidental death and dismemberment benefits as determined by the Village Administrator consistent with law. Such options of the Village Administrator may include:

- A. Full benefits at Employer's expense; or
- B. Full benefits at Officer's expense; or

- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the Officer's expense.

**Section 8.5 Termination of All Benefits**

Notwithstanding the above, the Village Administrator shall not grant benefits at the Employer's expense for a period exceeding thirty (30) days without first securing the approval of the President and Board of Trustees. An Officer disputing the decision of the Village Administrator may appeal his or her decision per Article 16, Step 4 of the Grievance Procedure.

**Section 8.6 Death of an Officer**

In the event that an Officer dies while employed by the Village, the dependents of the Officer may make application for a continuation of medical and dental benefits. Should such dependents be eligible for such coverage as determined by the applicable carrier, the Employer shall provide for the full cost of such participation for one (1) full year following the death of the Officer.

**Section 8.7 Health Insurance Buy-Back Program**

Any employee who does not want to be covered by a Village health insurance plan may decline the coverage. This includes an employee declining family coverage, single coverage or declining dependent coverage and keeping single coverage (such employee must be eligible for the form of coverage). However, because having health insurance is vitally important, no individual will be allowed to decline coverage unless they can offer proof of coverage under another health insurance policy. An employee may only terminate their health insurance election to receive the buy-back benefit during the annual open enrollment period, and/or upon a qualifying event (e.g., divorce, birth of a child).

Employees wishing to terminate their health insurance coverage in order to take advantage of this policy must complete a waiver form and return it to the Finance Department. This waiver will apply to both single (employee only) and dependent and family coverage. A copy of a current medical insurance card showing evidence of coverage through another health insurance carrier must be attached. Following this submission verifying coverage, the insurance through the Village will be terminated effective the first day of the following month after the form is submitted to Finance.

Employees wishing to take advantage of this policy acknowledge that neither the Village nor the Union is liable for any losses sustained by an employee electing to waive his/her health insurance coverage(s) under the existing group insurance plan in favor of coverage under an outside plan of any kind; and further, that the employee assumes all risks in deciding to waive coverage pursuant to this Section.

If single coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If family coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If dependent coverage is waived (employee goes from family to single coverage) the reimbursement is fifty percent (50%) of the current single premium the Village pays.

The reimbursement will be distributed through payroll over twenty-four (24) pay periods. All payments are considered income and are subject to normal withholdings. Individuals whose spouse is also a Village employee are eligible for this reimbursement plan.

Re-enrollment: Re-enrollment to Village coverage can be accomplished during the open enrollment period annually or immediately if the other coverage is terminated. It is understood that this section does not alter COBRA requirements of the Employer and employee.

## **ARTICLE 9 VACATIONS**

### **Section 9.1 Vacation Leave**

All Officers are eligible for vacation with pay as follows:

- A. Officers are entitled to ten (10) working days vacation per year upon the completion of twelve (12) months of service.
- B. Officers are entitled to fifteen (15) working days vacation per year upon the completion of sixty (60) months of service.
- C. Officers are entitled to twenty (20) working days vacation per year upon the completion of one hundred and twenty (120) months of service.
- D. Officers are entitled to twenty-five (25) working days vacation per year upon the completion of one hundred and eighty (180) months of service.

### **Section 9.2. Vacation Computation**

All vacation shall be computed from the anniversary date of employment.

### **Section 9.3 Vacation Approval and Scheduling**

The time at which an Officer shall take his or her vacation and the length of the vacation shall be determined by the Chief of Police with due regard to the wishes of the Officer and with particular regard to the needs of the Employer.

### **Section 9.4 Accumulation of Vacation Leave**

Vacations are to be taken in the year subsequent to the year in which they are earned. In exceptional circumstances, vacations may be postponed to the next six (6) months but not longer, with the approval of Chief of Police and the Village Administrator.

### **Section 9.5 Pay in Lieu of Vacations**

Vacations are provided for the recreation and relaxation of the Officers. Accordingly, there is no pay in lieu of vacation leave.

### **Section 9.6 Advancement of Vacation Pay**

Upon request the Chief of Police or the Village Administrator may approve the issuance of vacation pay on the last regular paycheck prior to approved vacation leave. Such approval may not be unreasonably withheld.

### **Section 9.7 Termination of Employment**

Upon termination of employment, an Officer shall be eligible for accrued, prorated vacation leave.

### **Section 9.8 Officers on Special Leave**

Officers on special leave shall be subject to the following:

- A. Officers on disability, military or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.
- B. Officers on special leave without pay shall not earn vacations for the period of the leave.
- C. Officers on leave receiving Workers' Compensation benefits from the Employer shall earn vacation at the normal rate discussed above.

## **ARTICLE 10 BEREAVEMENT, EMERGENCY, AND SICK LEAVE**

### **Section 10.1 Bereavement Leave**

Officers may be granted bereavement leave of absence with pay in cases of death of a member of the Officer's immediate family, defined as husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather or grandmother (including step or half relatives in the foregoing classifications), grandfather in-law, grandmother in-law, aunt, uncle or other relatives that the Village Administrator may designate. Bereavement leave shall be granted for a maximum of three (3) working days, unless otherwise approved by the Village Administrator.

### **Section 10.2 Emergency Leave**

Officers may be granted time off in cases of a medical emergency involving a husband, wife, child, father, or mother (including step relatives in the foregoing classifications). In addition, Officers may be granted time off in cases of a medical emergency involving other members of the Officer's immediate family, as defined in Section 10.1, provided such person actually resides in the Officer's home. A "medical emergency" is an acute medical situation warranting the Officer's immediate presence and does not include pre-scheduled medical procedures, doctor's appointments, routine illnesses like colds or the flu, or similar types of medical care and conditions. Emergency leave will be granted by the Village Administrator for the duration of the emergency up to a maximum of three (3) working days.

### **Section 10.3 Sick Leave**

Officers shall be eligible for the sickness and disability leave benefits provided herein. The granting of sick leave and disability leave is contingent upon the following conditions:

- A. The Officer is unable to perform his or her assigned duties.
- B. The Officer requesting sick leave or disability leave is subject to a demand of his or her supervisor or the Police Pension Board when applicable to present himself or herself to the Village Physician for examination as permitted by law.
- C. The employment status of any Officer on extended sickness or disability leave shall be determined after the end of the initial one (1) year sickness or disability leave by the President and Board of Trustees except as provided by law or as determined by the Police Pension Board. In determining the continuing status of any sick or disabled Officer who may be under the jurisdiction of the President and Board of Trustees, such Board shall take into consideration all factors

relevant to the nature of the sickness or the disability and likelihood of the Officer ever being capable of resuming his or her duties.

- D. Officers who have been deemed to have abused this policy shall be subject to disciplinary actions.
- E. All Police Officers shall be eligible to make application to the Police Pension Board. The Police Pension Board shall provide disability benefits as provided by law. Should an Officer either elect not to make such application, or be denied participation in the Police Pension Board, such Officer shall only be entitled to benefits under (F) and (H) below.
- F. All Officers shall be entitled to sick days consistent with the following guidelines:
  - 1. Sick days shall be paid at the rate of one hundred percent (100%) the normal rate of pay except as otherwise provided.
  - 2. Each Officer shall earn one (1) sick day for each completed month of employment.
  - 3. An Officer shall accumulate no more than one hundred forty-four (144) such sick days. Once an Officer has accumulated said 144 days, he or she shall not be eligible for any additional accumulation.
  - 4. At the separation of any Officer from the Village, the Employer shall pay to such Officer, as additional compensation, a sum of money which shall equal his or her current rate of pay times fifty percent (50%) of the number of accumulated sick days not to exceed one hundred twenty (120) days) Any Officer terminated or discharged subsequent to disciplinary action shall not be eligible for this paid additional compensation.
  - 5. Approval of payroll for Officers on sick leave shall be the responsibility of the Chief of Police. Proof of eligibility for Officers requesting sick leave shall be at the discretion of the Chief of Police. After five (5) occurrences and/or usage in a fiscal year, a doctor's note will be required for each subsequent personal sick leave usage by the Officer, with the exception of sick time use for family.

Maternity leave benefits shall be as provided as any other sick leave benefit.

- G. Notwithstanding any provision contained herein to the contrary, when an illness or injury of a member of an Officer's immediate family does not warrant the granting of an emergency leave, an Officer may use sick days to provide necessary care to such family member, subject to the conditions set forth in Paragraph F. For purposes of this Paragraph G, a member of an Officer's immediate family is defined as a family member living in the Officer's home and a parent, parent-in-law, son, daughter, son-in-law, and daughter-in-law (including step parents and children) of an Officer not living in the Officer's home.

- H. Notwithstanding any provision contained herein above to the contrary, accumulated sick days may not be utilized as personal time off but rather are intended only to be utilized in the case of illness or injury of the Officer or a member of his/her immediate family, as described above.
- I. Officers on extended sick or disability leave, that is, sick leave in excess of thirty (30) calendar days shall not accrue vacation leave, sick leave or holiday leave benefits. Further, Officers on special leave without pay shall not earn sickness and disability benefits for the period of the leave.

#### **Section 10.4 Sick Leave Incentive**

Each Officer who did not use a sick day in the prior year (May 1 thorough April 30) shall be provided with three (3) personal days which must be used during the next 12 months (May 1 through April 30) and must be scheduled in advance with approval of the Chief of Police.

### **ARTICLE 11 TRAINING AND ADVANCEMENT OF EDUCATION – REIMBURSEMENT**

#### **Section 11.1 Education Reimbursement**

The Employer agrees to continue to reimburse Officers for job-related training programs and job-related formal education. Annual reimbursement will be 100% up to a limit of \$2,250 per Officer. Reimbursement will be made upon submission of proof of successful completion of the program or course with a grade of “C” or better. Officers who obtain reimbursement under improper circumstances will be required to reimburse the Village and will be subject to disciplinary action.

#### **Section 11.2 On-Duty Training**

Police Officers attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. Officers shall be compensated at the Officer’s applicable straight or overtime hourly rate of pay for travel time to and from said training, up to a maximum of three (3) hours. Police Officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to compensation. It is also agreed that the transportation to and from these training sessions will be the Officer’s responsibility. When an Officer is required to attend training which lasts three (3) or more days, he may submit for lunch meal expenses on the required form, not to exceed the state allowance. If an Officer is required to stay overnight, he may submit for meal expenses for breakfast, lunch, and dinner on the required form, not to exceed the state allowance.

#### **Section 11.3 Training Academy Expenses**

Newly hired Officers attending a police training academy shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training and shall be compensated for mileage spent for round trips from either the Police Department or their home whichever is less. While an Officer is attending the academy, the Officer’s payroll check, with written authorization, can be mailed to a location specified by the Officer.

## **ARTICLE 12 UNIFORM/CLOTHING ALLOWANCE**

### **Section 12.1 Initial Uniform Issue**

All newly hired Officers shall be provided a complete uniform and other necessary equipment. In addition, a newly hired Officer will received two (2): additional long sleeve shirts, short sleeve shirts, pants and turtle necks.

### **Section 12.2 Uniform Allowance**

Covered Officers who are employed as of January 1 of any fiscal year shall receive an annual uniform allowance during the calendar year. The amount of the uniform allowance shall be \$650 in 2007, \$700 in 2008, and \$750 in 2009 and thereafter. Acceptable uniform items shall be determined in accordance with Department rules, and acceptable vendors or manufacturers for shirts and pants will also be determined in accordance with Departmental rules. The Village shall also replace leather jackets and service revolver holsters that are no longer useable due to wear or damage upon approval by the Chief of Police. If the Village adopts a new uniform or equipment item that costs twenty-five dollars (\$25) or more, the Village will reimburse the Officer for the first such item purchased (or, in the case of long sleeve shirts, short sleeve shirts, pants and turtle necks, for the first set of three items purchased).

### **Section 12.3 Clothing Allowance**

Covered Officers, who are employed as of January 1 and who are assigned to the Investigative Division shall receive an annual uniform allowance as provided for in Section 12.2. However, to the extent that such Officers do not utilize their uniform allowance to purchase acceptable uniform items, they may utilize any unused portion of their uniform allowance as a clothing allowance for the purchase of business attire outwear in a style suitable for the performance of their duties. As with the uniform allowance, the clothing allowance will be paid out as a reimbursement following the submission of receipts. However, clothing allowance payments will be treated as wages, and the Employer will deduct payroll taxes as required by law.

### **Section 12.4 Damage to Personal Property**

The Village shall reimburse Officers for the reasonable cost of replacement of watches, eyeglasses or contact lenses which are destroyed or damaged in the line of duty.

## **ARTICLE 13 COURT APPEARANCE AND COURT STAND-BY PAY**

- A. All Officers will receive a minimum of three (3) hours of overtime pay for court.
- B. If an Officer is on call-in status they must contact the Department within the prescribed time; (11:00am-12.00pm) he or she will receive payment for one (1) hour of overtime.
- C. This policy does not require an Officer to remain at home while on call-in status. The Officer may contact this department from any location as long as the Officer can appear in court at the required time.
- D. If an Officer calls in and is required to appear, he or she receives his or her one (1) hour of overtime for the call-in and an extra minimum of three (3) hours for his or her court appearance.

- E. Current department practice of providing for the reimbursement of travel time for court appearance shall continue in effect for the term of this Agreement when Officers report for the court appearance from the Village Hall.

Should an Officer choose to report for the court appearance from a location other than the Village Hall, he will not be paid travel time and his overtime will commence upon his arrival at the court location.

### **ARTICLE 14 BODY ARMOR/VESTS**

The Employer agrees to provide bullet proof vests/body armor replacements every five (5) years minimum level II-A. All vests provided to Officers in accordance with this Article will meet specifications developed by the Employer and shall be the property of the Employer. All Officers will be required to wear the vests/body armor while on duty.

### **ARTICLE 15 SENIORITY**

#### **Section 15.1 Definition of Seniority**

Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as an Officer's length of full-time continuous service as a Police Officer in the Willowbrook Police Department.
- B. In the event that two or more Officers have the same seniority date, seniority shall be determined by the Officers' placement on the Police Commission's eligibility list.
- C. Village employees who become Police Officers shall be afforded seniority credit only for the purposes set forth in this contract.
- D. Except for vacation purposes, probationary Officers shall have no seniority rights. If an Officer satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

#### **Section 15.2 Loss of Seniority**

An Officer's seniority will terminate in the following circumstances:

- A. The Officer resigns or quits;
- B. The Officer retires;
- C. The Officer is discharged or permanently removed from the payroll, and the separation is not reversed;
- D. The Officer does not return to work at the expiration of a leave of absence, provided that if the Officer shows that such failure to return was beyond his/her control, and he/she made a reasonable effort to communicate the circumstances to the Village promptly, the Officer's seniority will not terminate if he/she returns to work or obtains authorization for the absence from the Chief or his designee at the earliest possible time, not to exceed two (2) consecutive scheduled work days after the leave of absence expired;

- E. The Officer is absent for three (3) consecutive scheduled work days without authorization, provided that if the Officer shows that such absence was beyond his/her control, and he/she made a reasonable effort to communicate the circumstances to the Village promptly, the Officer's seniority will not terminate if he/she returns to work or obtains authorization for the absence from the Chief or his designee at the earliest possible time, not to exceed five (5) consecutive scheduled work days after the commencement of the absence; or
- F. The Officer does not return to work when recalled from layoff.

### **Section 15.3 Application of Seniority**

Seniority shall be considered for annual vacation preference and shift selection.

### **Section 15.4 Layoffs and Recall**

Should the Employer determine that it is necessary to decrease the number of Officers in the bargaining unit, it will lay off Officers in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes.

Affected Officers and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective day of the layoff(s). Laid off Officers will have recall rights for a period of two (2) years.

### **Section 15.5 Right of Recall**

Any Officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the Officer is fully qualified to perform the work to which he is recalled without further training.

### **Section 15.6 Notice of Recall**

Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the Officer by certified or registered mail, return receipt requested, with a copy to the Union, provided that the Officer must notify the Chief of Police or his designee of his intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the Officer, it being the obligation and responsibility of the Officer to provide the Chief of Police or his designee with his latest mailing address. If an Officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

### **Section 15.7 Seniority List**

As soon as practicable after signing of this contract, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each Officer in the bargaining unit, and whether the Officer is entitled to seniority or not. The Employer shall post a similar list without Officers' addresses. Within thirty (30) calendar days after the date of posting, an Officer must notify the Employer of any alleged errors in the list or it will be considered binding on the Officer and the Union. When changes or additions to those lists become necessary, the Employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an Officer must again notify the Employer of any alleged errors or the information in the list shall be considered binding on the Officer and the Union.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

### **Section 16.1 Definition**

A grievance is defined as a claim by an employee or the Union that the Employer has violated, misinterpreted or misapplied an express provision of this Agreement except that any dispute concerning a matter or issue which is subject to the jurisdiction of the Board of Police Commissioners shall not be considered a grievance, except that all disciplinary actions up to and including termination for non-probationary covered members and at the election of the Officer, can only be appealed through the Labor Agreement's Article 16 Grievance Procedure or the Board of Police Commissioners, but not both. The parties agree that the Chief of Police or designee or agent for the Employer has the right to implement disciplinary action up to and including termination of a covered member for just cause only, and will not file charges with or review with, or present to the Village's Board of Police Commissioners any discipline unless the Officer has opted to have their appeal through the Board of Police Commissioners. Neither the Police Chief or designee nor the Village or their agents will file charges asking the Board of Police Commissioners to impose or review any discipline on any non-probationary bargaining unit employee if the Officer has selected to appeal through Article 16, Grievance Procedure.

The decision of the Police Chief or designee or agent of the Village with respect to any disciplinary action, up to and including termination shall be deemed final, subject only to the review of said decision through Article 16 Grievance Procedure if the Officer has selected appealing through Article 16 Grievance Procedure. The grievance shall be processed in accordance with Article 16 of this Labor Agreement at Step 4 of the procedure. No processing, review, implementation or relief shall be available from the Board of Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 16 of this Agreement. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

### **Section 16.2 Procedure**

A grievance filed against the Employer shall be processed in the following manner:

- Step 1:** The grievance shall be submitted in writing to the Officer's immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the Officer knew about or reasonably should have known about the occurrence of the event giving rise to the grievance, whichever is later. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Within fourteen (14) calendar days after submission of the grievance, the supervisor shall discuss the grievance with the grievant and provide a written answer to the grievant.
- Step 2:** If the grievance is not settled at Step 1 and the grievant or the Union desires to appeal, it shall be referred by the Union to the Chief of Police in writing within seven (7) calendar days after receipt of the response in Step 1.

The grievance shall state specifically the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. Within fourteen (14) calendar days after receipt of the appeal, the Chief of Police or a Deputy Chief designated by the Chief shall meet with the grievant and, if no agreement is reached, provide a written answer to the grievant.

**Step 3:** If the grievance is not settled at Step 2, the grievant shall submit the grievance in writing to the Village Administrator within seven (7) calendar days of the Chief of Police's or Deputy Chief of Police's response. The written grievance submitted to the Village Administrator shall state all facts relevant to the grievance, the provisions of the contract allegedly violated, all action taken to date in the Grievance Procedure and the relief suggested. If the Village Administrator deems it appropriate, he may meet and discuss the grievance with the grievant. The Village Administrator shall provide his/her written response to the grievant and his/her Union representative within seven (7) calendar days of his/her receipt of the grievance.

**Step 4:** If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance, the Union shall notify the Village Administrator of its intent to proceed to arbitration and shall refer the grievance as described below within fourteen (14) calendar days of receipt of the Village Administrator's written response.

- A. If the parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Employer and the Union will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators in accordance with its rules and procedures for selecting arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators.
- B. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally by the parties.
- C. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this section shall prevent the Employer and the Union from voluntarily agreeing on the selection of a grievance arbitrator.

### **Section 16.3 Limitations on Authority of Arbitrator**

The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step of the Grievance Procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.)

The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer or the Board of Police Commissioners, except the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the Officers covered by this Agreement.

## **ARTICLE 17 UNION REPRESENTATIVES**

### **Section 17.1 Union Representatives**

The Employer recognizes the right of the Union to select Union representatives, and the Union agrees to furnish the Employer with the names of said representatives selected by the Union. The union representatives shall be deemed as the Union's official spokesperson. Union representatives are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

### **Section 17.2 Union Business**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which Officers are working. These businesses representatives will be identified to the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate an area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

## **ARTICLE 18 MISCELLANEOUS**

### **Section 18.1 Non-Discrimination**

The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political or union activity, age, sex, marital status or handicap. Grievances filed under this Section may be processed up to but not including arbitration. Grievants' dissatisfied with the disposition of such grievances may file charges with the applicable administrative agency.

### **Section 18.2 Bulletin Boards**

The Employer will make a bulletin board available for the use of the Union in non-public locations. The Union will be permitted to have posted on this bulletin board notices of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by Officers of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

### **Section 18.3 Partial Invalidity**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

**Section 18.4 Subcontracting**

It is the general policy of the Employer to continue to utilize its Officers to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant.

The Union recognizes that the Employer has statutory and charter rights and obligations in contracting for matters relating to the Village operations. The rights of contracting or subcontracting are vested in the Employer. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the Employer will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit.

**Section 18.5 Secondary Employment**

Officers may have secondary employment, provided that they shall not be employed in any outside capacity in which they represent themselves as members of the Willowbrook Police Department, and provided further that the Chief reserves the right to deny or cancel secondary employment which fails to meet all of the following conditions:

- A. That said secondary employment shall be with the prior written approval of the Chief.
- B. That said secondary employment shall not interfere with any of the Officer's obligations to the Village.
- C. That said secondary employment shall not bring the image of the Village or the Police Department into disrepute.
- D. That said secondary employment shall not involve the Officer's use of any Village equipment, facilities, or resources without the Chief's written consent.
- E. That said secondary employment shall not interfere with an Officer's ability to respond to emergency calls.
- F. An Officer shall be allowed to engage in security related employment when said employment is located geographically outside the Village limits. In addition, the Officer must comply with all provisions of General Order 1015 as it may be revised from time to time to comply with Accreditation Standards.

**Section 18.6 Ratification and Amendment**

This Agreement shall become effective when ratified by the Village Board and the Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

### **Section 18.7 Inoculations and Immunizations**

- A. **Exposure to Contagious Diseases** The Village agrees to provide for inoculations or immunization shots for members of an employee's family (family to include all immediate members and those living in the employee's home prior to the employee's exposure) when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. The employee agrees that family members shall submit these expenses to their individual insurance carrier prior to the Village paying for same. However, if the insurance carrier refuses said payment the Village agrees to be responsible for said payment.
- B. **Hepatitis B Inoculations**. The Village agrees to provide, and pay all expenses for, Hepatitis B inoculations to those employees not previously receiving these shots. This inoculation shall be provided for at a medical facility chosen by the Village.

### **Section 18.8 Impasse Resolution/Interest Arbitration**

The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14 or as amended.

### **Section 18.9 Temporary Light Duty Assignments**

In order to aid a temporarily injured Officer through the transitional period toward full recovery from an injury, the Village offers temporary light duty assignments in circumstances where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities.

Such assignments are only available to Officers who have completed at least one (1) full year of service. Temporary assignments to light duty work are contingent upon work being available to meet the light duty restrictions within the Department or elsewhere in the Village, if not available in the Department. Changes in employee hours and days of work may be made to facilitate a light duty assignment for non-work related injuries only. Where an employee requests light duty, the Department will accept or deny the light duty request based upon the particular circumstances existing at the time of the request (e.g., number of Officers already out on vacation or other leave, the Department's current staffing needs, etc.). All requests for light duty and related communications must be directed to the Officer's immediate Supervisor. Before a light duty assignment will be considered, an Officer must submit a Light Duty Statement form to their Supervisor which has been completed and signed by the Officer's treating physician. Light duty is not available if the treating physician will not state specifically what restrictions are in place or the length of time that the restrictions will remain in effect. Once all restrictions have been clarified by the physician, the Department will determine whether any assignments are available that are consistent with the Officer's restrictions. The Village reserves the right to require an Officer to be examined in reference only to the restrictions by the Village's physician at Village expense, to confirm the ability and need of the Officer to work light duty.

### **Section 18.10 Duration of Light Duty**

For all injuries (whether work related or non-work related), light duty will be offered for up to four (4) months in a rolling year for the same condition.

### **Section 18.11 Light Duty Assignment Scheduling and Pay**

An Officer working in a light duty capacity will continue to earn the hourly wages the Officer earned before going on light duty. Officers on light duty are not eligible for overtime work unless requested by the applicable Supervisor and consistent with the light duty restrictions. An Officer on light duty assignment may not engage in other work or employment during the light duty period unless prior approved and the work is consistent with light duty restrictions. If an Officer engages in other work or employment during the light duty assignment period, the Officer will be deemed to have voluntarily terminated his or her employment, unless such has been previously approved.

## **ARTICLE 19 DISCIPLINE OF OFFICERS**

### **Section 19.1 Board of Police Commissioners**

The parties recognize that the Board of Police Commissioners of the Village has certain statutory authority over Officers covered by this Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Police Commissioners, except that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Agreement and as expressed in this Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the Officers election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement. The parties agree the affected Officer has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.

### **Section 19.2 Written Reprimand**

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee.

### **Section 19.3 Observance of Statutory Requirements**

The Employer will observe the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 et seq.) in conducting an interrogation of an Officer during a formal investigation of the Officer's alleged misconduct. As provided in the Act, the term "interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days. The Employer will also observe the requirements of the Illinois Public Labor Relations Act 5 ILCS 315/1 et seq.), as construed by the Illinois State Labor Relations Board, regarding the right of an Officer to have union representation during an investigatory interview.

### **Section 19.4 Review of Personnel Records**

The Employer will accord Officers the rights to inspect, copy, correct and comment upon his/her personnel records that are set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1 et seq.).

**Section 19.5 Just Cause**

No Officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

**ARTICLE 20 NO SOLICITATION**

The Illinois Fraternal Order of Police Labor Council and the Willowbrook Bargaining Unit agree that their Officers, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Village of Willowbrook for any financial, commercial or charitable purpose including but not limited to the solicitation of contributions or donations, the sale of advertising or the sale of tickets to fundraising events without the prior written approval of the Village Administrator.

The Illinois Fraternal Order of Police Labor Council also agrees to use its best efforts to obtain the compliance of the Fraternal Order of Police State Lodge and the Fraternal Order of Police Grand Lodge with the requirements of this Article, and to request in writing that these organizations and their contractors and affiliates comply with the same. In the event that the State Lodge and/or the Grand Lodge do solicit, it is agreed that the Illinois Fraternal Order of Police Labor Council will request in writing that the organization not use the name of the Village of Willowbrook, the Willowbrook Police Department, and/or the Willowbrook Police Officers in connection therewith.

**ARTICLE 21 DRUG AND ALCOHOL TESTING**

A. Employees are prohibited from:

1. Being under the influence of alcohol during the course of the workday;
2. Failing to report to their supervisor any known adverse side effects of any medication or prescription drugs they are taking; and
3. Consuming, possessing, selling or purchasing illegal drugs at any time.
4. Abuse of prescription drugs.

B. Type of Testing Officers may be tested for drug or alcohol use in any of the following circumstances:

1. When there is reasonable suspicion of drug or alcohol abuse;
2. As part of regularly scheduled physical examinations;
3. Following any vehicular accident involving personal injury or property damage in excess of \$1000 occurring on duty or on a special detail;
4. When an Officer has been involved in a major incident, such as, a shooting, an injury to arrestees or citizens or where there is suspicion of the use of excessive force; or

5. When an Officer is assigned to a departmental drug enforcement group or where an Officer is assigned primarily to drug enforcement.
- C. Order to Take Test The Village shall provide the employee with written documentation of the facts or inferences which gave rise to the reasonable suspicion prior to any order requiring a covered employee to take said test.
- D. Tests to be Conducted For drug testing, the Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA rules.
- E. Results As to drug testing, the Village shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test. As to alcohol testing, test results showing an alcohol concentration of .03 shall be considered positive.
- F. Right to Contest The Union and/or the employee shall have the right to contest and/or grieve any alleged violation of this Article. In addition, the affected employee has the right to obtain an independent test from the testing sample for purposes of at the employee's expense.
- G. Discipline The Village reserves the right to discipline employees up to and including discharge for violations of this Article.

## **ARTICLE 22 LABOR-MANAGEMENT MEETINGS**

### **Section 22.1 Meeting Request**

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representative and responsible administrative representative of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall not be unreasonably withheld and shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties;
- C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect Officers; and
- D. Discussion of safety issues.

### **Section 22.2 Content**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**Section 22.3 Attendance**

Attendance at labor-management meetings shall be voluntary on the Officer's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

**ARTICLE 23 SALARIES**

**Section 23.1 Salaries**

During the term of this Agreement, each Police Officer shall be paid in accordance with the following schedule. Each May 1, Officers base salary will move forward one (1) step.

	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Sergeant (*)
5/1/2010	55,169	55,169	58,217	61,266	64,315	67,364	70,412	73,461	76,510	79,559	n/a
5/1/2011	56,272	56,272	59,382	62,491	65,601	68,711	71,821	74,930	78,040	81,150	91,700
5/1/2012	57,397	57,397	60,569	63,741	66,913	70,085	73,257	76,429	79,601	82,773	93,534

\* Note: Effective May 1, 2011 the salary amount for the covered position of Sergeant shall be increased not less than the same % amount as the % amount agreed upon by the parties for any future wage increase(s) for the Patrol Officer position.

**Section 23.2 Initial Step Placement**

Initial placement on the schedule and the May 1, 2010 salary for each Officer who was a member of the bargaining unit on the Effective Date hereof are set forth in Exhibit A, with the exception of the covered position of Sergeant, that was added to the Collective Bargaining Agreement effective May 1, 2011 establishing retroactivity to all hours worked and benefits paid from that date.

**Section 23.3 Entry Level Salaries**

The Village may, in its discretion, pay new hires at a higher rate than is provided in the schedule as long as it does not exceed the pay of any current Officer.

**Section 23.4 Longevity**

Effective May 1, 2002, and each year of this Agreement thereafter, the Village shall pay each Officer who as of May 1 has completed the number of full years of service as a sworn peace officer with the Village of Willowbrook set forth below a longevity stipend in the percentage of base annual salary (determined under Section 23.1) as set forth below.

Complete Full Years of Service	Percentage of Base Salary
11-15	One percent (1%)
16 or more	Two percent (2%)

**ARTICLE 24 DURATION**

This Agreement shall be effective as of May 1, 2010 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 2013.

SIGNED AND ENTERED into this \_\_\_\_\_ day of December, 2010.

FOR: ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL

FOR: VILLAGE OF WILLOWBROOK

Kevin S. Krug 02-06-13  
Kevin S. Krug Date

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

Timothy J. Kobler 2-6-13  
Timothy J. Kobler Date

\_\_\_\_\_  
Village Clerk Date  
Leroy Hansen

Robert R. Schaller 2.6.13  
Robert R. Schaller Date

Arthur Svehla 02-06-13  
Arthur Svehla Date

**EXHIBIT A**

**VILLAGE OF WILLOWBROOK POLICE OFFICERS CLASSIFICATION AND SALARIES  
AS OF MAY 1, 2010**

<b><u>NAME</u></b>	<b><u>INITIAL STEP</u></b>	<b><u>SALARIES 05-01-10</u></b>
Pelliccioni, Andrew	9	79,559
Long, Mark	9	79,559
Gaddis, Dave	9	79,559
Kolodziej, Ted	9	79,559
Eisenbeis, Scott	9	79,559
Altobella, Mark	9	79,559
Skiba, John	9	79,559
Handzik, John	9	79,559
Polfliet, Dan	9	79,559
Kobler, Tim	9	79,559
Schaller, Bob	9	79,559
Drake, Chris	9	79,559
Chavez, Jose	9	79,559
Biggs, Darren	9	79,559
Strugala, Michelle	9	79,559
Kaspar, Lauren	4	64,315
Volek, Nickolas	3	61,266

**EXHIBIT B**  
**VILLAGE OF WILLOWBROOK POLICE OFFICER EVALUATION**

The Village's Performance Evaluation Program is designed to provide the employee and the employer an opportunity to assess the performance of an individual. The evaluation is designed to provide the employee with the type of feedback necessary to perform the job in a highly effective manner, to identify areas of strength and areas where performance could be improved, as well as to assist the Village in accomplishing its goals and continuing to offer a high quality of service.

It is important when you are evaluating to consider everything the employee has done since the last evaluation and not just the last few activities you can remember. You are encouraged to keep notes throughout the rating period for reference when completing this evaluation. Refer to the employee's job description to thoroughly understand the duties and requirements of the position. Remain as objective as possible eliminating personal prejudice, bias, or favoritism. It is important that you recognize that an employee may be excellent in one area and only average in another. Your evaluation must be based on demonstrated performance, not anticipated or personal feelings. Each member of the bargaining unit shall be granted a six (6) month "performance interview" with their supervisor on or about November 1, of each year. If deficiencies are denoted on the six (6) month interview, the bargaining unit member will be re-interviewed in three (3) months.

The Employer or supervisor may not require the Officer to issue a specific number of citations or warnings within a designated period of time. The Employer or supervisor may not compare the number of citations or warnings issued by the Officer to the number of citations or warnings issued by another Officer. This evaluation period is designated from the month of May to May.

# PATROL OFFICER EVALUATION

Name / Rank:

Evaluation Date:

## PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.</p>	<p>The Officer establishes a climate of mutual trust and rapport with persons. Officer does not enter into situations with predetermined beliefs and opinions. Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs. Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives.</p> <p>Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors. Officer seeks assistance and does not hesitate to ask questions and seek clarification. Officer request additional training opportunities.</p>	<p>Officer's actions are tense and fail to reflect concern and empathy for the individual(s) and verbal and on verbal gestures, actions and behaviors intentionally or unintentionally communicate his/her personal bias by failing to remain objective and neutral during call/incident handling.</p> <p>Officer becomes verbally and/or non-verbally defensive; is reluctant to request / seek clarification / assistance necessary for corrective action.</p>
2. Jurisdictional Geography and Orientation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines.</p>	<p>Officer consistently responds to locations and destinations by most direct route.</p> <p>Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment cover, low visibility approaches, etc. Does not compromise public or officer safety.</p>	<p>Officer is unable to execute and articulate current street location.</p> <p>Officer is unable to demonstrate multitasking capability to execute safe operation of the patrol vehicle.</p>
3. Motor Vehicle Operation and Use of Emergency Equipment	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes with Agency guidelines.</p>	<p>Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions. Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.</p>	<p>Inattentiveness results in speed and traffic control signal errors; places other motorists and/or pedestrians at risk. Drives too fast or too slow while responding to calls for service or during general patrol operations. Safe operation of the patrol vehicle is compromised as a result of improper lane usage, approaches to intersections, failure to anticipate driver and pedestrian behaviors. Officer fails to demonstrate the multitasking capacity to safely operate the police motor vehicle while observing people, places, situations and events while simultaneously operating emergency equipment.</p>
4. Telecommunication Protocols and Skills	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in-vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.</p>	<p>Officer effectively responds to radio / computer in an accurate, brief, and clear fashion. Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response. Officer utilizes appropriate codes and procedures when transmitting and receiving information/data is not discourteous. Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.</p>	<p>Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses transmissions of other law enforcement units and fails to promptly self-initiate backup response. Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting; cuts off messages. Officer's radio transmissions are not clear, speak too fast and/or too slowly, and take excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.</p>

5. Directed Patrol Strategies/Self initiated Field Activity	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to utilize multiple sources of information to initiate proactive patrol activity within Agency guidelines.	<p>Officer anticipates trends and patterns of recurring incidents and potential problem areas.</p> <p>Officer utilizes data during uncommitted patrol times to initiate extra patrol.</p> <p>Officer recalls information for roll call, shift activity logs, BOLOs, etc. and utilizes this information to follow-up or facilitate problem resolution.</p> <p>Officer communicates information pertinent to the patrol beat and sector.</p>	<p>Officer fails to identify high crime areas requiring extra attention.</p> <p>Officer fails to utilize shift briefing information, wants/warrants files, accident locations indexes and career criminal/sexual offender files to proactively plan.</p> <p>Officer fails to observe and detect out-of-the-ordinary (suspicious persons, places, events, circumstances or activities).</p> <p>Officer avoids taking action.</p>
6. Patrol Tactics (Safety)	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to safely and consistently execute patrol operational tactics within Agency guidelines.	<p>Officer anticipates and reacts to the physical movements and verbal actions of others.</p> <p>Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events.</p> <p>Officer maintains visual contact and scanning of individuals and target(s).</p> <p>Officer offsets patrol vehicle, keeps dominant hand-free, maintains reactionary gap, and protects weapon.</p> <p>Officer's verbal and nonverbal actions neutralize and/or de-escalate situations.</p> <p>Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting.</p> <p>Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence.</p> <p>Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.</p>	<p>Officer fails to safely execute field operations by exposing self and others to unnecessary dangers.</p> <p>Officer does not maintain visual contact.</p> <p>Officer fails to stay on task.</p> <p>Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon.</p> <p>Officer does not promptly request back-up assistance when required.</p> <p>Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands.</p> <p>Officer fails to immediately react to and follow protocols.</p> <p>Officer fails to protect crime scene.</p> <p>Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving and recording physical evidence.</p>
7. Criminal Statutes/Ordinances	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.	<p>Officer demonstrates knowledge and application of substantive criminal laws.</p> <p>Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure.</p> <p>Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations.</p> <p>Officer demonstrates knowledge of warrant procurement and execution requirements.</p> <p>Officer provides accurate and complete testimony in court proceedings.</p>	<p>Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed.</p> <p>Officer fails to lawfully apply procedural principles of arrest, search and seizure.</p> <p>Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses.</p> <p>Officer fails to demonstrate knowledge of warrant procurement and execution requirements.</p> <p>Officer does not provide accurate and complete testimony in court proceedings.</p>
8. Information Processing - Case Building - Reporting	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.	<p>Officer's reports contain the essential information by documenting the vents in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Officer proof reads reports and forms for errors and omissions and makes corrections before submitting it.</p>	<p>Officer's reports are incomplete and inaccurate for information and facts.</p> <p>Officer is unable to complete reports and forms</p> <p>Officer fails to review field notes.</p> <p>Officer's grammar, spelling, word usage contains numerous errors and the sentence structure is</p>

	Officer's reports are infrequently returned for correction/revision.	confusing and/or incomplete. Officer's reports require extensive corrections and revision in order to meet submittal quality standards. Officer's reports are not completed in an acceptable time frame.
<b>9. Problem Solving and Decision Making</b>	<input type="checkbox"/> <b>MEETS EXPECTATIONS</b>	<input type="checkbox"/> <b>DOES NOT MEET EXPECTATIONS</b>
Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.	Officer thinks through and develops multiple options for problem resolution by: 1) Accurately defining the problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.	Officer fails to identify and examine multiple options for problem resolution; hesitates to fails to take action. Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s). Officer fails to utilize problem solving and decision making components or consider alternative options for resolving situations. Officer is unable to determine agency guidelines to facilitate problem-situation resolution.
<b>10. Traffic Enforcement and Scene Management/Investigation</b>	<input type="checkbox"/> <b>MEETS EXPECTATIONS</b>	<input type="checkbox"/> <b>DOES NOT MEET EXPECTATIONS</b>
Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.	Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations. Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable. Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.	Officer fails to take safe, effective command of vehicle/pedestrian control. Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s). Officer's reports require extensive corrections and revision in order to meet standards.
<b>11. Appearance</b>	<input type="checkbox"/> <b>MEETS EXPECTATIONS</b>	<input type="checkbox"/> <b>DOES NOT MEET EXPECTATIONS</b>
Employee maintains appearance consistent with the department's policy and procedure.	Officer's uniform is clean. Officer's personal appearance reflects positively on the Department. Officer is clean shaven at the beginning/end of each shift. Officer's exterior vest cover is neat and clean.	Officer's uniform is un-kept. Officer is unshaven. Officer's uniform is not neatly pressed. Officer's uniform color is faded. Officer's exterior vest cover is worn and/or dirty.
<b>12. Acceptance of Supervision</b>	<input type="checkbox"/> <b>MEETS EXPECTATIONS</b>	<input type="checkbox"/> <b>DOES NOT MEET EXPECTATIONS</b>
Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.	Officer understands assigned duties and responsibilities as well as their role with the Department. Officer does not require direction or instruction beyond what would be expected of an officer.	Officer resists direction. Officer does not accept some assigned tasks without complaints.

**EXCEEDS EXPECTATIONS (Comments)**

<b>1. Interpersonal Relationships</b>
<b>2. Jurisdictional Geography and Orientation</b>
<b>3. Motor Vehicle Operation and Use of Emergency Equipment</b>
<b>4. Telecommunication Protocols and Skills</b>
<b>5. Directed Patrol Strategies/Self Initiated Field Activity</b>
<b>6. Patrol Tactics (Safety)</b>
<b>7. Criminal Statutes/Ordinances</b>
<b>8. Information Processing – Case Building – Reporting</b>
<b>9. Problem Solving and Decision Making</b>
<b>10. Traffic Enforcement and Scene Management/Investigation</b>
<b>11. Appearance</b>
<b>12. Acceptance of Supervision</b>

**DOES NOT MEET EXPECTATIONS (Comments)**

<b>1. Interpersonal Relationships</b>
<b>2. Jurisdictional Geography and Orientation</b>
<b>3. Motor Vehicle Operation and Use of Emergency Equipment</b>
<b>4. Telecommunication Protocols and Skills</b>
<b>5. Directed Patrol Strategies/Self Initiated Field Activity</b>
<b>6. Patrol Tactics (Safety)</b>
<b>7. Criminal Statutes/Ordinances</b>
<b>8. Information Processing – Case Building – Reporting</b>
<b>9. Problem Solving and Decision Making</b>
<b>10. Traffic Enforcement and Scene Management/Investigation</b>
<b>11. Appearance</b>
<b>12. Acceptance of Supervision</b>

**SIGNATURES**

I have reviewed this document and discussed the contents with my supervisor. I understand that my signature does not necessarily indicate that I agree with the evaluation contained in this document, and that I may attach written comments which will be reviewed by senior management staff and included with this form in my personnel file.

*Comments: (attach additional sheet if necessary):*

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**I REQUEST A REVIEW OF THIS EVALUATION BY THE APPEALS OFFICER.**

**IMMEDIATE SUPERVISOR**

*Comments: (attach additional sheet if necessary):*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CHIEF OF POLICE**

*Comments: (attach additional sheet if necessary):*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## VILLAGE OF WILLOWBROOK POLICE FITNESS EXAM AND STANDARDS

The Village of Willowbrook Police Department Fitness Exam will consist of five separate tests. Each test is designed to evaluate an officer's physical abilities while performing job related duties. An officer must comply with these fitness standards at all times to ensure they are ready and fit for duty. The five drills are:

1. 3 Minute Box Step Drill
2. Vertical Jump Drill
3. 1 Minute Sit-Up Drill
4. Max Push-Up Drill
5. 300 Meter Run Drill

**1. 3 Minute Box Step Drill:** The box step test is an aerobic recovery level indicator. The test simulates the officer's ability to climb steps. The three-minute box step test requires an officer to step on and off a 1-foot box for three minutes. Twenty-four steps must be taken each minute. The officer's heart will be monitored thirty seconds after completing the Box Step Test to measure their beats per minute.

**2. Vertical Jump Drill:** The vertical jump test evaluates how explosive an officer's leg strength is. Leg strength is critical to the job of Police Patrol Officer because it provides a stable basis from which to perform all job tasks. The vertical jump test requires the officer to place his/her right or left hand up against the wall, and reach to the highest point on the wall. The officer is then required to jump straight into the air and reach to the highest point on the wall. The officer's performance will be measured in inches and scored.

**3. 1 Minute Sit-Up Drill:** This test is designed to evaluate the strength of the officer's low trunk and abdominal area. This area is critical to activities such as exiting a patrol car, ducking behind barriers and apprehending suspects. The one-minute sit-up drill requires an officer to perform as many sit-ups possible within a one-minute period. All sit-ups must be performed with arms crossed on top of the chest.

**4. Max Push-Up Drill:** This test is designed to evaluate the officer's upper body strength. Upper body strength is critical for engaging suspects, weapon usage, assisting an injured individual and protecting one's self. The max push-up drill requires an officer to do as many push-ups as he/she is capable of without stopping or resting in between push-ups. There is no time require for this particular test. Push-ups must be started with arms fully extended. An officer must lower their arm extension to a 90-degree angle on every push-up.

**5. 300 Meter Run Drill:** The 300-meter run requires an officer to sprint 300 meters. This test is design to evaluate the officer's stamina and quickness. This test may be used to determine how capable an officer performs in a foot pursuit situation.

### **Implementation**

The Physical Fitness exam will begin with a 3 Minute Box Step Test. An officer will have to step on and off a 1-foot box for three minutes. After the Box Step Test is completed, the officer's heart rate will be monitored. The maximum beat per minute an officer must have is 135 beats per minute. A five-minute rest period is awarded after completing the Box Step Test.

The second drill is a Vertical jump test. The minimum an officer must jump is sixteen inches. An officer rests for three minutes after the test is completed.

Once the three-minute rest period is over, officers perform a one-minute sit-up drill. The minimum amount of sit-ups required is thirty-five. There is a five-minute rest period after the sit-up drill is completed.

Next, the officer must perform the maximum push-up drill. The officer must do a minimum of twenty-eight push-ups. No timetable is administered to this particular fitness drill. Once the drill is completed, a five-minute rest period is rewarded.

After the five-minute rest period, the officer runs the 300-meter dash. The dash must be completed in ninety seconds. A seven-minute rest period is rewarded after completion of the run.

A licensed fitness trainer will administer the physical fitness exam to ensure that all officers meet the required standard for each individual drill.

Officers' weight, height, and body fat will be measured after completing the physical fitness exam. However, the results will not be assessed in the final score.

<i>Performance Exercise</i>		<i>Requirement</i>
3 Minute Box Step Test Drill	No more than	135 Beats per Minute
Vertical Jump Drill	No less than	16 Inches
1 Minute Sit-Up Drill	No less than	35 Sit-Ups
Push-Up Drill	No less than	28 Push-Ups
300 Meter Run Drill	No more than	90 Seconds

**SCORE**

The Physical Fitness Exam is a pass/fail test. In order for an officer to successfully pass the entire fitness exam they must pass all five fitness drills. Failure to pass one fitness drill shall constitute a failed test process, and will require the officer to re-take the entire fitness exam.

<i>Performance Exercise</i>	<i>Pass</i>	<i>Fail</i>
3 Minute Box Step Test		
Vertical Jump		
2 Minute Sit-Up Drill		
Push-Drill		
300 Meter Run		

<b>FINAL SCORE</b>		
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**I. DISTRIBUTION:**

All

**II. IF. PURPOSE:**

The purpose of this order is to establish guidelines and procedures for the physical fitness testing for patrol officers.

**III. DISCUSSION:**

The physical well being of a patrol officer is the utmost importance to the Village of Willowbrook Police Department. A physically fit officer will be able to render aid, physically defend himself and others, and perform the physically demanding aspects of patrol work.

**IV. POLICY:**

It is the policy of the Willowbrook Police Department that patrol officers maintain a predetermined level of fitness throughout their career with the department.

**V. REGULATIONS:**

**A. Applicability**

1. Patrol officers will be subject to random but not recurrent physical fitness testing, effective May 1, 2003. This test shall include, but is not limited to tests that determine strength, cardiovascular fitness, and the physical well being of the patrol officer. Refer to Appendix A.
2. Each patrol officer shall be required to successfully complete the physical fitness test at least once in every twelve-month period. The Chief of Police will randomly, but not recurrently, select patrol officers for fitness testing at various times of the year. In the event that the Chief of Police determines there is a cause for retesting a patrol officer who has already completed physical fitness testing within the twelve-month period, the Chief of Police may require the patrol officer to take the physical fitness test again.
3. The physical fitness test does not preclude additional fit-for-duty testing under the procedure set forth in paragraph B of this section V upon return to work due to an injury or illness or for just cause.
4. Patrol officers who successfully complete the physical fitness testing shall be subject to random testing beginning with May 1st of the following year.

**B. Failure to complete or successfully complete testing**

1. Patrol officers who fail to complete or successfully pass any portion of the physical fitness test may be subject to the following process prior to issuance of progressive discipline:
  - a. Failure of test – retest within 90 days
  - b. Failure of first retest – counseling, retest within 45 days
  - c. Failure of second retest – verbal warning, retest within 45 days

Patrol officers who fail to complete or successfully pass any portion of the physical fitness test after completing the procedures contained in Article V.B.1. may be subject to progressive discipline as follows, all subject to and in accordance with the Rules and Regulations of the Board of Police Commissioners and the provisions of 65 ILCS 5/10-2.1-1 et seq. except that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Agreement and as expressed in this Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the Officers election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement. The parties

agree the affected Officer has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.

2. and the provisions of 65 ILCS 5/10-2.1-1 et seq.
  - a. First failure – written warning
  - b. Second consecutive failure – 3 day suspension without pay
  - c. Third and additional consecutive failures – 5 day suspension without pay

Once discipline is served, the testing process will be concluded and no further discipline will be issued with regard to that test.

**C. Successful completion of testing**

Patrol officers who successfully complete the physical fitness testing following disciplinary proceedings shall have a fresh start with regard to future testing. The patrol officer shall be subject to random physical fitness testing beginning with May 1st of the following year in accordance with section V.A.1 of this General Order.

**D. Other remedies**

This General Order does not preclude the Village of Willowbrook Police Department from exercising any rights that existed prior to the issuance hereof with regard to an officer who cannot perform the essential functions of his or her job.

**VI. PROCEDURE:**

**A. Scheduling of testing**

**1. Pre-testing**

The Village of Willowbrook will offer a pre-physical fitness test once a year without ramification to all patrol officers. The results of the pre-test shall be forwarded directly to the patrol officer.

**2. Required testing**

Once a patrol officer receives notification from the Chief of Police, the patrol officer shall be required to schedule the physical fitness test within fourteen (14) days of receiving notice, with the representative of the health facility designated by the Village of Willowbrook.

**B. Failure to successfully complete or pass physical fitness testing**

1. The Department shall make available, to the patrol officer, fitness or nutritional counseling upon unsuccessful completion of the fitness test. A fitness professional selected by the Village of Willowbrook shall provide this information.
2. If it is determined by the representative of the health facility or the Chief of Police that the officer is unwilling to make a reasonable effort to complete the physical fitness test or if the officer is unwilling to take the physical fitness test, the Chief of Police shall issue the appropriate discipline.
3. The Chief of Police may at his discretion waive or restructure any portion of the physical fitness test or waive progressive discipline (a) if there is supportive evidence indicating that a patrol officer has made a reasonable effort or (b) in order to comply with any applicable laws or regulations. The Chief of Police may issue conditions with the waiver at his discretion.

## MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to set forth the agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council regarding the special terms of employment that will apply to a Police Officer functioning as a Canine Officer, including the duties and compensation of the Officer. These special terms are as follows:

1. The Willowbrook Police Department's General Order concerning the operation of the Canine Unit will apply.
2. Travel time with the canine shall not be compensable except for such travel time entitled to compensation under the applicable collective bargaining agreement and Fair Labor Standards Act, and except when such travel time is created by another jurisdiction's requesting the use of the Canine Unit.
3. The Department will replace, without cost to the Canine Officer, any uniform items specially designated and required for use by the Canine Officer that become damaged while performing duties related to the canine. This replacement shall be in addition to the uniform allowance provided for in the applicable collective bargaining agreement.
4. The Canine Unit will generally be assigned to patrol duties. However, it is understood that the workday and work period of the Canine Unit may be changed with or without notice from time to time in order to meet the Department's needs for the Unit.
5. Subject to the operating needs of the Department, the Canine Officer will be allowed one (1) hour, or such time as is reasonably necessary, during the course of his/her duty shift to perform the following duties relative to the canine: exercise, grooming, feeding (one meal), training, visits to the veterinarian for routine checkups and shots, and procuring food and supplies.
6. The Canine Officer will also be allowed an additional eight (8) hour day every other month for additional training and maintenance of the canine. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.
7. The Canine Officer will perform certain limited tasks at home related to the canine while not on-duty, including cleaning the canine's kennel or other place where the canine is kept, cleaning up after the canine; feeding the canine (one meal for on-duty days and two meals for off-duty days); and exercising the canine (off-duty days). The Officer will maintain a detailed daily record of the amount of time spent on these tasks which will be available for inspection by the Chief of Police upon request. The parties estimate that the amount of time required to perform these tasks is approximately four (4) hours per week. Recognizing that the performance of these limited tasks requires substantially less skill than the regular work of the Canine Officer, the parties agree that he or she will receive a monthly stipend (including an overtime factor) of \$200. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.

For the Illinois Fraternal Order of Police,  
Labor Council:

For the Village of Willowbrook:

\_\_\_\_\_  
Kevin S. Krug                      Date  
FOP Field Supervisor

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

\_\_\_\_\_  
Timothy J. Kobler                      Date

\_\_\_\_\_  
Leroy Hansen                      Date  
Village Clerk

\_\_\_\_\_  
Robert R. Schaller                      Date

\_\_\_\_\_  
Arthur Svehla                      Date

**Officer Acknowledgement:** Having read this Memorandum and its attachment, I understand and agree with the special terms applicable to a Canine Officer.

\_\_\_\_\_  
Canine Officer                      Date

**Dues Authorization Form**  
**ILLINOIS FRATERNAL ORDER OF POLICE**  
**LABOR COUNCIL**  
**974 CLOCKTOWER DRIVE**  
**SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my Employer, Village of Willowbrook, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the Collective Bargaining Agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

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

Signed: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

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

-----  
**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON DECEMBER 21, 2012 AT THE VILLAGE HALL OF THE VILLAGE OF WILLOWBROOK, 7760 QUINCY STREET, WILLOWBROOK, 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 NOVEMBER 16, 2012

The Commission reviewed the minutes from the special meeting held on November 16, 2012.

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to approve the special meeting minutes of November 16, 2012 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

None presented.

6. UNFINISHED BUSINESS

- a. APPROVAL - A RESOLUTION AMENDING THE RULES AND REGULATIONS OF THE BOARD OF POLICE COMMISSIONERS OF THE VILLAGE OF WILLOWBROOK, STATE OF ILLINOIS, ADOPTED APRIL 22, 2002

Chairman Schuler reviewed the resolution that is required to be passed when amending the BOPC Rules and Regulations.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to adopt the Resolution 12-BPCR-1 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

7. NEW BUSINESS

- a. UPDATE - NEW HIRING PROCESS

Chief Shelton stated that as of this past Wednesday, there are 44 persons that have completed applications with Selection Works. The last day to submit applications is January 4, 2013.

Chairman Schuler stated that there had been two issues that came up during the application process. One involved the NIPSA test that an executive decision was made to back date the NIPSA completion date due to the testing facility not conducting tests during the winter months. The second issue involved an applicant that requested taking the test on a different date due to religious reasons. Selection Works was contacted and they have conducted tests on different days for this same reason and have no problem doing the test on the day before the actual test date.

- b. UPDATE - OPEN PATROL POSITION

Chief Shelton stated that the first 50 applicants on the existing list have been contacted and have either passed on the position or failed some part of the application process.

Chief Shelton recommended that the Commission defer the hiring process until the new list is established. Chief Shelton stated

that he has locked in a date at the police academy in case it is needed.

MOTION: Made by Commission Heery, seconded by Secretary Landsman, to follow Chief Shelton's recommendation to pass on the current applicants.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Secretary Landsman questioned what this will do for overtime. Chief Shelton stated that he has already advised Administrator Halik, the Public Safety Committee, and the Village Board that overtime will be incurred. Chief Shelton stated that he did not wish to make a short-term decision for a long-term effect.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to defer the hiring process until the new eligibility list has been established.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

The Commissioners concurred that they are understanding and supportive of additional overtime that the police department may incur to maintain a force level sufficient to provide for the safety and welfare of the Village and its residents until the Board of Police Commissioners has filled the open patrol officer position.

8. ADJOURNMENT

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to adjourn the special meeting at the hour of 7:19 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

February 15 , 2013

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON THURSDAY, JANUARY 17, 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 6:30 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Ronald Kanaverskis, Laurie Landsman, Carol Lazarski, Rene Schuurman, and Doug Stetina.

ABSENT: Commissioner Ramona Weigus.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – DECEMBER 4, 2012

The Commission reviewed the December 4, 2012 minutes.

MOTION: A Motion was made by Commissioner Landsman seconded by Commissioner Schuurman to approve the December 4, 2012 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Landsman, Lazarski, Schuurman, and Stetina. NAYS: None. ABSENT: Commissioner Weigus.

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

**Holiday Events**

Superintendent Violante indicated the Holiday Party was held on December 9, 2012 at Hinsdale South High School. Superintendent Violante stated due to the short time frame for today's meeting, she will give a more in-depth report at the next regularly scheduled meeting in February.

Santa's Calling took place on December 15<sup>th</sup>. There were at least 20 children that participated.

### **Winter/Spring Program Numbers**

Superintendent Violante reviewed the total number of participants currently enrolled in winter park programs. Senior computer classes, yoga, and pilates are the more popular programs. The weight loss challenge, horsemanship, and speed & agility classes were cancelled. Commissioner Schuurman suggested surveying past weight loss participants to find out why they have not signed up again. Commissioners Landsman and Lazarski stated there really is no need to sign up for the class again once you have learned how to lose weight.

## 5. OLD BUSINESS

### A. Master Plan Update

Superintendent Violante stated she has spoken with Administrator Halik about how a potential FY13/14 park project should be budgeted for, depending on whether grant funds are received or not. Administrator Halik advised her to identify a capital project for the budget. Superintendent Violante stated at the February meeting, a project needs to be pinpointed whether a grant is obtained or not. Superintendent Violante stated that June is when the application for the OSLAD grant is due. April is the deadline for budget submissions. Administrator Halik suggested a workshop may need to be done with the Village Board to help determine a project to apply for a grant for and an alternative project should the Village not obtain grant funds.

Superintendent Violante stated if no capital projects are in the FY 13/14 budget, then the Parks could potentially go another year without at least a playground change. Superintendent Violante suggested that the commissioners review the tentative concept plans provided by Design Perspectives and be prepared to discuss at the February meeting.

### B. Fall Programming – Tree Lighting

Superintendent Violante stated she had no money budgeted this year for the tree lighting and has placed \$1,000 into the FY13/14 budget. Overall, the ceremony went well. Some negative feedback included the actual tree was strange looking and lacked enough lights. Superintendent Violante stated a decision needs to be made on where to continue having the tree lighting ceremony and if a permanent tree should be planted somewhere.

Commissioner Kanaverskis stated there is a proposal at the Town Center for new signage at the corner of Route 83 and Plainfield Road; and suggested a new tree be implemented into the landscape design around the new sign. Superintendent Violante stated it was suggested to her that a committee be formed for the tree lighting ceremony since it is becoming a bigger event each year. Chairman Cobb reiterated the Village needs to look into getting a permanent tree. Commissioner Lazarski stated she was asked why Village-sponsored tree was located on private property.

Commissioner Schuurman mentioned it is important to remember to have ample space around the tree. He stated the Town Center is not well equipped for this type of ceremony.

C. Holiday Party

This topic was deferred until the February meeting.

D. 2013/2014 Budget

Superintendent Violante stated she will include an abbreviated version of the budget in the meeting packet for the commissioners to review at the February meeting.

6. CORRESPONDENCE/COMMUNICATIONS

Superintendent Violante stated thank you letters were sent to local businesses from Mayor Napoli acknowledging their contribution to the holiday party. In addition thank you letters were sent to the individuals, groups and businesses who assisted with the Christmas Tree lighting ceremony.

Commissioner Stetina stated he received a thank you card from the HCS Family Services for the donated childrens' toys.

7. VISITORS' BUSINESS

There was no visitors' business.

8. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Lazarski to adjourn the meeting at the hour of 6:55 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Landsman, Lazarski, Schuurman, and Stetina. NAYS: None. ABSENT: Commissioner Weigus.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

February 5, 2013

\_\_\_\_\_  
Chairman

**MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, NOVEMBER 7, 2012, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.**

**1. CALL TO ORDER**

Chairman Daniel Kopp called the meeting to order at the hour of 7:00 p.m.

**2. ROLL CALL**

Those present at roll call were Commissioners Robert DelSarto, William Remkus, James Soukup, James Baker, William Buckley, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: None.

**3. OMNIBUS VOTE AGENDA**

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting September 5, 2012 (APPROVE)
- C. Minutes – Village Board Meeting September 10, September 24 and October 8, 2012

**MOTION:** Made by Commissioner DelSarto seconded by Commissioner Soukup, to approve the Omnibus Vote Agenda.

- 4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 12-04: Illinois Industrial Properties, Inc. – 500 Joliet Road, petition for an amendment to an existing special use for a planned unit development to allow the operation of Environmental Technical Institute.**

**PUBLIC HEARING/DISCUSSION – (SEE COURT REPORTER MINUTES)**

**RECOMMENDATION**

**MOTION:** Made by Commissioner DelSarto, seconded by Commissioner Soukup that based on the submitted petition and testimony presented, the special use to amend the PUD to allow a vocation trade school use, authorize a new Landscape Plan for the area east of Griffin Drive, and for so long as a trade school use is in the building allow only 1 loading dock instead of the 2 required, meets the special use and PUD standards outlines in the staff report prepared for the November 7, 2012 meeting; therefore I move that the Plan Commission recommend approval of PC 12-04 subject to the following conditions:

- 1. The Vocational Trade School for HVAC and Welding use may not to exceed 51,000 square feet. Similar vocational trade schools may be allowed subject to

interpretation by the Village Administrator, who may either authorize in writing or require authorization by the Village Council subject to a major or minor change in the PUD process.

2. The parking space on the second story of the parking deck that extends into the drive aisle upon turning from the ramp shall be removed.
3. Up to two parking spaces located south of the existing garbage handling area may be modified to accommodate additional garbage handling upon written approval of the Village Administrator, subject to his approval of a site plan and related improvements.
4. The Joliet right-of-way shall be improved to provide a consistent two foot wide stone shoulder and sod in all areas west of the intersection curb, south of the sidewalk, and east of Griffin Drive. The applicant requests that the Village step up enforcement of illegal parking in that area.
5. The Landscape Plan is approved for modifications only for areas east of Griffin Drive. All other landscaping shall conform to previously approved plans.
6. The Floor Plan Exhibit shall be dated November 7, 2012.

ROLL CALL: AYES: Commissioners DelSarto, Remkus, Soukup, Vice-Chairman Wagner, Buckley, Baker and Chairman Kopp. NAYS: None; ABSENT: None.

#### 5. VISITOR'S BUSINESS

None.

#### 6. COMMUNICATION

Planner Charlton asked the Plan Commission if they would consider a meeting in December and the Commissioner all agreed.

Building Inspector Roy Giuntoli said Karyn Byrne Code Enforcement Officer has contacted the owner of the vacant property (bank owned) at 635 Joliet Road asking them to put up no trespassing signs which would give the Village the right to ticket vehicles that are parked on the property. Planner Charlton said she talked to one of the real estate brokers from the bank and there is interest from Compass Driving School in Burr Ridge. Planner Charlton said when she met with them and Compass is interested in purchasing the property to develop it.

Planner Charlton updated the Plan Commission on several other projects and potential developments.

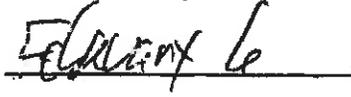
#### 7. ADJOURNMENT

MOTION: Made by Commissioner Wagner, seconded by Commissioner DelSarto, to adjourn the regular meeting of the Plan Commission at the hour of 8:00 p.m.

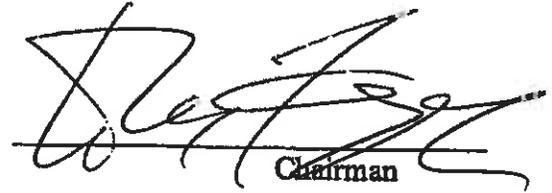
UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

 Ed Murray, 2012  
2013

Minutes transcribed by Joanne Prible.

  
Chairman

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON OCTOBER 29, 2012, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

The meeting was called to order at the hour of 3:10 p.m. by President Umberto Davi.

2. ROLL CALL

Those present at roll call were President Davi and Trustees Tim Kobler, and Scott Eisenbeis. Also present: Interim Director of Finance Carrie Dittman, Terese Krafcheck and guest Deputy Chief Paul Oggerino.

Absent: Trustee Joseph Pec.

3. APPROVAL - MINUTES OF THE REGULAR MEETING - July 31, 2012

The Board reviewed the minutes from the July 31, 2012 meeting.

MOTION: Made by

Trustee Kobler, seconded by Trustee Eisenbeis to approve the minutes of the regular meeting of the Police Pension Fund Board of Trustees held on July 31, 2012.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

4. APPROVAL - APPLICATION OF RETIREMENT BENEFITS FOR PAUL M. OGGERINO

Director Dittman reported the Village received an application of retirement benefits for Deputy Chief Paul M. Oggerino. His retirement date will be January 4, 2013 and the retirement benefits will begin on January 5, 2013. He has earned 29 years, 0 months and 27 days of service credit, granting him 72.5% of his current salary of \$106,080. This calculates to an annual pension amount of \$76,908.00; or \$6,409.00 per month. The month of January will be pro-rated and he will receive \$5,582.03.

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis, to approve the retirement application and benefits for Deputy Chief Paul M. Oggerino.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. DISCUSSION - 2012 AUDITED FINANCIAL STATEMENTS & MANAGEMENT LETTER

Director Dittman reviewed the Police Pension Fund. The Fund received a "clean" unqualified opinion on the statement relating to the April 30, 2012 annual audit. No new comments were received from the auditors. A prior year comment regarding the pension fund's investment policy was implemented and has been considered in compliance.

- Deputy Chief Oggerino thanked the Police Pension Board for their time and appreciates everything they do! He then left the meeting.

6. DISCUSSION - ANNUAL REPORT TO THE VILLAGE - APRIL 30, 2012

Director Dittman explained that each year the Pension Board's actuary, Art Tepfer prepares an annual report on the condition of the pension fund. This report then must be signed by the Pension Board vice-president and submitted to the Village Board with the attachments. The Board reviewed this report.

7. DISCUSSION - ANNUAL DEPARTMENT OF INSURANCE REPORT - APRIL 30, 2012

Director Dittman reviewed and explained that each year the Pension Board must file an annual Department of Insurance report of all the investments and activities throughout the year. The signed report must be submitted by October 31, 2012.

Trustee Eisenbeis inquired as to the funds left for deceased member Rick Willey. Director Dittman advised that several attempts have been conducted to contact Mr. Willey's daughter, with negative results. Director Dittman will send a certified return receipt letter to his daughter one last time. If she does not respond, the monies will probably be turned over to the State of Illinois.

8. DISCUSSION - ACTUARIAL VALUATION REPORT

Director Dittman reviewed the Actuarial Valuation report, prepared by Tepfer Consulting Group, Ltd. This reports on the value of the Fund as of April 30, 2012 and includes both statutory and recommended contributions for the fiscal year ending April 30, 2014, under both the new actuarial valuation method (projected unit credit) and the existing valuation method (entry age normal).

In this report, Mr. Tepfer comes up with three different contribution amounts due to changes in the state statutes.

For fiscal year ending April 30, 2014, the actuary is recommending a Village contribution of \$525,016.00, which equals the statutory minimum. This amount has already been factored in to the Village budget.

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis to request the Village Board accept the recommended Village contribution of \$525,016.00 for fiscal year 2014, which is consistent with the actuarial findings.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

9. APPROVAL OF EXPENSES INCURRED JULY THRU SEPTEMBER 2012

Director Dittman reviewed the expenses incurred July thru September 2012. During the third quarter, pension, widow and disability payments were distributed. This amount will go up in January once Paul Oggerino's benefits get added to the list. A total of \$6,353.46 was paid to MB Financial for their fees. Two additional expenditures were deducted for the annual Pension Board conference.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis, to approve the expenses incurred for July thru September 2012.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

10. APPROVE - RENEWAL OF THE VILLAGE OF WILLOWBROOK'S DOWNSTATE POLICE PENSION PLAN INSURANCE (CHANGE OF CARRIER)

The Board reviewed the information for a change in carriers for the Village of Willowbrook Downstate Police Pension Plan.

Director Dittman will find out the fiduciary insurance fund amount is to compare to this statement and forward to Debbie.

Defer approval until information is received and the Board can determine what action to take.

11. APPROVAL OF INVESTMENTS MADE JULY THRU SEPTEMBER 2012 - QUARTERLY INVESTMENT REPORT - MB FINANCIAL BANK

Terese Krafcheck, representing MB Financial Bank, summarized the quarterly investment report for the Police Pension Board.

Ms. Krafcheck advised the third quarter ended September 30, 2012 very strong. The total fund value is at \$15,449,244. She summarized the portfolio allocations are targeted at 50% in equities, 50% in fixed income. The market took us to 51% equities and 49% in fixed income.

This quarter, the fund was up 3.97% vs. the broad benchmark at 3.65%. Based on the 9-month period, the fund is up 9.11% vs. the benchmark of 8.56%; and based on a 12-month period the fund is up 14.28% vs. the benchmark of 13.89%.

Equities for the quarter are up 6.14%, fixed income up 1.77%, Mutual Fund Real Estate up 5.09% and commodities were up 7.88%.

The Account Activity summary for the quarter is up \$590,555.00; and for the year it is up \$1,291,024.00.

Mr. Kirpach discussed the Asset segment of the funds, advising that the Large Cap holdings will be utilized more based on the direction from the Board. The Large Cap has been the best performing class to date. Interest rates are continuing to go down.

In the Risk/Return rate, the Village is in the upper right quadrant, meaning we are getting more return with more risk vs. the benchmark. There has been no change during this period with Mutual Fund returns.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Kobler, seconded by President Davi, to approve MB Financial's Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

12. VISITOR BUSINESS

None presented.

13. NEW BUSINESS

- A. Application to Carry a Concealed Weapon for Paul M. Oggerino

Deputy Chief Oggerino submitted an application for a Concealed Carry Permit. President Davi signed the application.

14. OLD BUSINESS

None presented.

15. COMMUNICATIONS

None presented.

16. ADJOURNMENT

MOTION: Made by President Davi, seconded by Trustee Kobler to adjourn the meeting of the Board of Trustees of the Police Pension Fund at the hour of 4:20 p.m.

UNANIMOUS VOICE VOTE

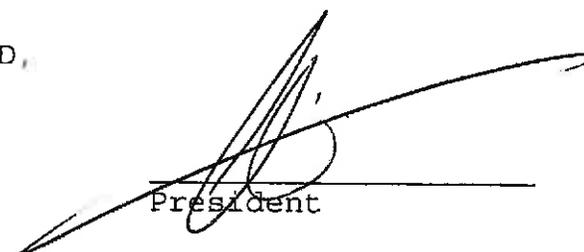
MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

Date

11/30/13

President



Minutes transcribed by Debbie Hahn.