

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, MAY 28, 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. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENT OF PAUL M. OGGERINO TO FILL A VACANCY IN THE OFFICE OF VILLAGE TRUSTEE
5. OATH OF OFFICE - VILLAGE TRUSTEE
6. ROLL CALL
7. VISITORS' BUSINESS - Public comment is limited to three minutes per person
8. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - May 13, 2013 (APPROVE)
 - c. Minutes - Executive Session - April 8, 2013 (APPROVE)
 - d. Warrants - \$353,485.42 (APPROVE)
 - e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Enter into an Employment Agreement Between the Village of Willowbrook and Timothy J. Halik as its Village Administrator and Director of Municipal Services (ADOPT)
 - f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Enter into an Employment Agreement Between the Village of Willowbrook and Mark Shelton as its Chief of Police (ADOPT)
 - g. Resolution - A Resolution Authorizing the Village Administrator to Place an Order for a 2013 Ford F-550 Replacement Vehicle Through the Illinois State Purchase Program and Ratifying and Confirming the Village Administrator's Prior Order Placement for said Vehicle (ADOPT)

NEW BUSINESS

9. DELINQUENT WATER BILLS
10. ORDINANCE - AN ORDINANCE GRANTING A SPECIAL USE PERMIT - STAS SPORTS BAR & GRILL RESTAURANT, 7201A S. KINGERY HIGHWAY (WOODLAND PLAZA SHOPPING CENTER)
11. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENTS TO FILL VACANCIES IN THE PARK & RECREATION COMMISSION, PLAN COMMISSION, BOARD OF POLICE COMMISSIONERS, AND POLICE PENSION FUND BOARD
12. RESOLUTION - A RESOLUTION APPOINTING THE VILLAGE ATTORNEY AND TO APPROVE AND AUTHORIZE THE MAYOR AND VILLAGE CLERK TO EXECUTE A LEGAL SERVICES AGREEMENT - STORINO, RAMELLO & DURKIN
13. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR VILLAGE PROSECUTORIAL REPRESENTATION SERVICES - LAW OFFICES OF THOMAS J. BRESCIA
14. RECEIVE AND DISCUSS - PARK & RECREATION COMMISSION RECOMMENDATION - 2013-2017 COMPREHENSIVE PARK & RECREATION MASTER PLAN

PRIOR BUSINESS

15. COMMITTEE REPORTS
16. ATTORNEY'S REPORT
17. CLERK'S REPORT
18. ADMINISTRATOR'S REPORT
19. MAYOR'S REPORT
20. 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
21. ADJOURNMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION – BOARD ADVICE AND CONSENT TO MAYOR’S APPOINTMENT
OF PAUL M. OGGERINO TO FILL A VACANCY IN THE
OFFICE OF VILLAGE TRUSTEE

AGENDA NO.

4

AGENDA DATE: 5/28/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: _____

Tim Halik

LEGAL REVIEW: N/A

SIGNATURE: _____

N/A

RECOMMENDED BY: Mayor Frank Trilla

SIGNATURE: _____

Frank A. Trilla

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

The Village President (aka, Mayor) has the authority to appoint a resident to fill the vacant position of Village Trustee with the advice and consent of the Board of Trustees. This appointment would fill the uncompleted term of trustee expiring April 2015.

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

The Mayor recommends the appointment of Paul M. Oggerino to fill the Village Trustee position that became vacant as a result of Frank Trilla being elected to the Office of Mayor. Mr. Oggerino is a long-time resident of the Village and active in the community. He is currently serving his 3rd term as trustee of the Indian Prairie Public Library District. He has also served on the Homeowner’s Association Board for the Nantucket Townhomes since 2002, and has been president of the HOA since 2005. Mr. Oggerino worked within the Willowbrook Police Department in varying capacities since 1984 and retired from the Village as Deputy Chief of Police in January of 2013. He holds a Bachelor of Arts degree from Lewis University and is currently seeking completion of a Masters of Science degree in Criminal Social Justice.

Attached is a copy of Mr. Oggerino’s Curriculum Vitae.

ACTION PROPOSED:

A motion to approve the Mayor’s recommendation to appoint Paul M. Oggerino to the position of Village Trustee.

PAUL M. OGGERINO

[REDACTED]
Willowbrook, Illinois 60527
[REDACTED]

EXPERIENCE:

Trustee – Indian Prairie Public Library District (4 –year term)
2005 – Present (currently serving 3rd term)

Duties: Employ a competent, qualified library director; create written policies to govern library operations and programs; determine library purposes and secure adequate funds for programs; know your community and its library needs, keep current on library standards and trends, support staff and director in carrying out library programs; participate in library's public relations program; prepare and approve annual budget; know local and state library laws, and support library legislation; establish material selection policy for the library; attend board meetings and see that accurate records are kept on file at the library; attend Trustee meetings and workshops; join professional library organizations; be aware of State Library and Library System resources; and report regularly to governing officials and the general public.

The Indian Prairie Public Library District serves Willowbrook, most of Darien and portions of Burr Ridge.

Nantucket Homeowner's Association Board of Directors
Vice President 2002-2005
President 2005-Present

Duties: conduct meetings and the business of the corporation; implement the decisions of the managing board; supervise common area projects and maintenance; represent the association to government and the community at large; execute contracts in the Board's name; and hear complaints and mediate disputes.

Willowbrook Police Department, Willowbrook, Illinois (Retired January 2013)

Patrol Officer 1984-1992
Drug Abuse Resistance Education (DARE) Officer 1993-1997
Detective 2001-2006
Task Force Officer (TFO) Drug Enforcement Administration (DEA) 2006-2010
Deputy Chief of Police 2010-2013

- Originated, researched and developed the Willowbrook Police Department Bicycle Patrol Unit - 2001
- Created, designed and acquired funding for the Willowbrook Police Department K9 Unit - 2006
- Instituted the Willowbrook Police Department Task Force Officer Position with the United States Drug Enforcement Administration (DEA)

EDUCATION:

Lewis University, Romeoville, Illinois

Bachelor of Arts, May 2000

Currently seeking Masters of Science in Criminal Social Justice

Expected Degree Completion - 2014

QUALIFICATIONS:

- Documented ability to maintain effective working relationships with fellow Board Members, various law enforcement agencies and colleagues
- Exceptional communication and presentation skills
- Proven ability to perform effectively in emergency and high-stress situations
- Exceptional imagination, initiative and problem-solving capabilities
- Flexibility and creativity in responding to various administrative issues
- Capacity for acquiring quick command of new material

AFFILIATIONS:

- Willowbrook/Burr Ridge Chamber of Commerce - 2005 to Present
- Willowbrook/Burr Ridge Kiwanis Club - 2005 to Present
- DuPage County Chiefs of Police Association - 2010 to Present
- Downers Grove Township Republican Committeeman – 2004 to 2008
- Cadillac and LaSalle Club – 2003 to Present

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 13, 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 Trustee Dennis Baker.

2. ROLL CALL

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

ABSENT: Mayor Robert Napoli

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Trustee Baker asked all in attendance to join him in saying the Pledge of Allegiance.

4. OATH OF OFFICE

The Honorable Kenneth Abraham, retired DuPage County judge, administered the Oath of Office to Mayor Frank Trilla, Clerk Leroy Hansen, Trustee Terrence Kelly, Trustee Michael Mistele, and Trustee Umberto Davi.

5. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Clerk Leroy Hansen, Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Sue Berglund, and Umberto Davi.

ABSENT: None

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

A QUORUM WAS DECLARED

6. VISITORS' BUSINESS

None presented.

7. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 22, 2013 (APPROVE)
- c. Minutes - Special Board Meeting (Park Master Plan) - April 29, 2013 (APPROVE)
- d. Warrants - \$285,387.15 (APPROVE)
- e. Monthly Financial Report - April 30, 2013 (APPROVE)
- f. Motion - Motion to Approve Issuance of Park Permit for Over 200 Attendees: World Financial Group Company Picnic, Saturday, June 15, 2013 - 11:00 am to 8:30 pm (APPROVE)
- g. Motion - Motion to Approve Request for Waiver of Permit Fees - West Suburban Shrine Club (APPROVE)
- h. Plan Commission Recommendation - Public Hearing No. 2013-14: Special Use Permit for a Restaurant/Sports Bar - Stats Sports Bar & Grill, 7201 A Kingery Highway, Woodland Plaza Shopping Center (RECEIVE)
- i. Ordinance - An Ordinance Authorizing the Sale of Personal Property Owned by the Village of Willowbrook - Ordinance No. 13-O-14 (PASS)
- j. Proclamation - A Proclamation Recognizing Robert A. Napoli for Over Fifteen Years of Dedicated Public Service to the Village of Willowbrook and its Citizens and Businesses (APPROVE)
- k. Resolution - A Resolution Proclaiming May 15, 2013 Police Officers Memorial Day and the Week of May 12-18, 2013 as Police Week in the Village of Willowbrook - Resolution No. 13-R-24 (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

8. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 12-25, AS APPROVED IN ORDINANCE NO. 12-O-25, WHICH WAS AN AMENDMENT TO SPECIAL USE PERMIT 88-23, AS APPROVED IN ORDINANCE NO. 88-O-23 AND AMENDED IN ORDINANCE NO. 88-O-46 AND ORDINANCE NO. 88-O-17: AUTHORIZING A MINOR CHANGE TO A PUD TO REVISE CERTAIN CONDITIONS OUTLINED IN ORDINANCE NO. 12-O-25 - 500 JOLIET ROAD (WILLOWBROOK CENTRE PUD)

Planning Consultant Charlton stated that staff has conducted an analysis of the changes that had been discussed at the prior Village Board meeting. Ms. Charlton stated that the proposed changes are acceptable and within compliance with the original intent of the ordinance.

MOTION: Made by Trustee Baker and seconded by Trustee Mistele to pass Ordinance No. 13-O-15.

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

MOTION DECLARED CARRIED

9. ORDINANCE - AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A 1,640 SQUARE FOOT COMMERCIAL SCHOOL IN UNIT 313 OF THE WILLOW COMMONS SHOPPING CENTER - TOP DRIVER, 313 75TH STREET (WILLOW COMMONS SHOPPING CENTER)

Planning Consultant Charlton stated that this applicant caters to mostly teen drivers. The Plan Commission's recommendation is to approve this special use permit for schooling of only passenger vehicles with a Class A or Class B license plate.

Ms. Charlton stated that there were initial concerns that this applicant is not a retail user. The applicant stated that this space is difficult to lease due to its location. However, stated that it is more important to have a fully leased complex.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance No. 13-O-16.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

11. ATTORNEY'S REPORT

Attorney Hennessy had no report.

12. CLERK'S REPORT

Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halik reminded the Board that Mayor Trilla and himself will be heading to Springfield on Tuesday to lobby for Village interests at the Capital. They are going in concert with the DuPage Mayors and Managers Conference and will be back in town on Wednesday.

14. MAYOR'S REPORT

Mayor Trilla wanted to thank the voters of Willowbrook for trusting him in this position, his campaign volunteers who made it possible, and mostly his family who have been by his side.

15. 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 the Purchase or Lease of Real Property for the Use of the Village Pursuant to 5 ILCS 120/2(c)(5)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Davi and seconded by Trustee Kelly to recess into Executive Session at the hour of 6:38 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:06 p.m.

16. MOTION - A MOTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT THREE (3) PROPOSALS FOR LAND APPRAISAL SERVICES THE RESULTS OF WHICH TO BE USED IN CONJUNCTION WITH THE SUBMISSION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD) GRANT APPLICATION SEEKING FUNDING FOR THE PURCHASE OF FIRST PRIORITY PARCELS PREVIOUSLY IDENTIFIED FOR PARK OPEN SPACE NEEDS

MOTION: Made by Trustee Kelly and seconded by Trustee Baker to approve the motion as follows:

- a. A Motion authorizing the Mayor and Village Clerk to accept three (3) proposals for land appraisal services, not to exceed \$10,000 in total, the results of which to be used in conjunction with the submission of an Open Space Land Acquisition and Development (OSLAD) grant application seeking funding for the purchase of first priority parcels previously identified for park open space needs.
- b. To Authorize the Mayor and Village Clerk to secure the services of Design Perspectives, Inc. to draft a Land Acquisition Grant on a time and materials basis for a cost not to exceed \$10,000.

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

MOTION DECLARED CARRIED

17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Baker, to adjourn the Regular Meeting at the hour of 7:12 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

May 28, 2013.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

May 28, 2013

GENERAL CORPORATE FUND	-----	\$296,117.31
WATER FUND	-----	30,574.34
HOTEL/MOTEL TAX FUND	-----	23,761.15
POLICE PENSION FUND	-----	3,032.62
TOTAL WARRANTS	-----	\$353,485.42



Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR MAY, 2013
 GENERAL CORPORATE FUND

RUN DATE: 05/22/13
 RUN TIME: 03:00PM

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 CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
A.W.P. CUSTOM UNIFORMS (157) 8129 UNIFORMS 01-501-345	05/29 CK# 81976 01-35-710-345	\$400.00 400.00
AFLAC (46) 934375 EMP DED PAY - AFLAC/ACCIDENT 01-210-217 934375 EMP DED PAY - AFLAC/OTHER INS 01-210-218	05/29 CK# 81977 01-210-217 01-210-218	\$1,894.62 410.86 1,483.76
AL WARREN OIL CO (2205) 10780681 GASOLINE INVENTORY 01-190-126	05/29 CK# 81978 01-190-126	\$6,829.08 6,829.08
AMERICAN FIRST AID SERVICE INC (77) 158636 OPERATING EQUIPMENT 01-451-401 158637 BUILDING MAINTENANCE SUPPLIES 01-405-351	05/29 CK# 81981 01-30-630-401 01-10-466-351	\$135.25 28.60 106.65
BILAL ALI (1466) 2013 #6 PARK PERMIT FEES 01-310-814	05/29 CK# 81982 01-310-814	\$300.00 300.00
BSN SPORTS (2471) 95325387 PARK LANDSCAPE SUPPLIES 01-610-341 95335073 PARK LANDSCAPE SUPPLIES 01-610-341	05/29 CK# 81983 01-20-565-341 01-20-565-341	\$221.49 124.79 96.70
CASE LOTS INC (300) 48481 MAINTENANCE - PW BUILDING	05/29 CK# 81984 01-35-725-418	\$194.30 194.30
CHICAGO TRIBUNE (330) 30098793 1YR FEES DUES SUBSCRIPTIONS 01-420-307	05/29 CK# 81986 01-10-455-307	\$234.00 234.00
CHRISTINA NICHOLS (2084) #105SP WINTER RECREATION FEES 01-310-816	05/29 CK# 81987 01-310-816	\$10.00 10.00
CHUCK GRAENING (1292) TEMP EVENT 2013 OTHER PERMITS 01-310-403	05/29 CK# 81988 01-310-403	\$50.00 50.00
CLARKE AQUATIC WEED TECHNOLOGY (115) 3217150 LANDSCAPE MAINTENANCE SERVICES 01-610-342	05/29 CK# 81989 01-20-565-342	\$2,744.00 2,744.00
CLARKE ENVIRONMENTAL (350) 6342476 MAY13 MOSQUITO ABATEMENT 01-775-259 6342705 JUN13 MOSQUITO ABATEMENT 01-775-259	05/29 CK# 81990 01-35-760-259 01-35-760-259	\$12,357.50 6,178.75 6,178.75
COMMONWEALTH EDISON (370) 0423085170MY13 RED LIGHT - COM ED 0791026027MY13 RED LIGHT - COM ED 10248130004MY13 ENERGY - STREET LIGHT 01-530-207 4215105154MY13 ENERGY - STREET LIGHT 01-530-207 4403140110MY13 ENERGY - STREET LIGHT 01-530-207 6863089003MY13 RED LIGHT - COM ED 7432089030MY13 ENERGY - STREET LIGHT 01-530-207	05/29 CK# 81991 01-30-630-248 01-30-630-248 01-35-745-207 01-35-745-207 01-35-745-207 01-30-630-248 01-35-745-207	\$1,179.40 63.39 49.36 12.64 440.02 76.29 66.06 471.64
CONCRETE CLINIC (376) 3753 STREET & ROW MAINTENANCE 01-535-328 3804 OPERATING SUPPLIES & EQUIPMENT 01-503-401 3820 STREET & ROW MAINTENANCE 01-535-328 3854 STREET & ROW MAINTENANCE 01-535-328	05/29 CK# 81992 01-35-750-328 01-35-715-401 01-35-750-328 01-35-750-328	\$354.51 82.99 29.18 100.17 142.17
DECISION SYSTEMS COMPANY (454) SIGNATURE CHNG E.D.P. SOFTWARE 01-25-615-212	05/29 CK# 81993 01-25-615-212	\$175.00 175.00
DELTA DENTAL PLAN OF ILLINOIS (468) JUNE 13 EMP DED PAY-INS 01-210-204 JUNE 13 EMPLOYEE BENEFIT - MEDICAL INSURANC JUNE 13 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141 JUNE 13 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	05/29 CK# 81994 01-210-204 01-10-455-141 01-15-510-141 01-25-610-141	\$3,236.61 669.25 123.63 53.07 106.14

VILLAGE OF WILLOWBROOK

RUN DATE: 05/22/13

BILLS PAID REPORT FOR MAY, 2013

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JUNE 13 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,010.43
JUNE 13 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	114.88
JUNE 13 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	159.21
DISCOVERY BENEFITS SIMPLIFY (2534)	05/29 CK# 81995	\$50.00
MAY 13 EMP DED PAY - FSA FEE 01-210-221	01-210-221	26.40
MAY 13 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	23.60
DUPAGE COUNTY TREASURER (497)	05/29 CK# 81996	\$250.00
1891/APR 13 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY PUBLIC WORKS (514)	05/29 CK# 81997	\$68.90
PW 1/31-3/31/13 SANITARY USER CHARGE	01-35-725-417	15.09
VH 1/31-3/31/13 SANITARY USER CHARGE 01-405-385	01-10-466-385	53.81
DUPAGE MATERIALS COMPANY (526)	05/29 CK# 81998	\$240.00
68970MB STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	240.00
ELIA PAVING CO. (549)	05/29 CK# 82001	\$2,975.00
5/08/13 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	650.00
5/17 5/2 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	1,675.00
5/8/13 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	650.00
ELMHURST-CHICAGO STONE CO (550)	05/29 CK# 82002	\$75.00
393878 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	75.00
FALCO'S LANDSCAPING INC (581)	05/29 CK# 82003	\$1,700.00
3007 SOCCER FLD LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,700.00
F.I.A.T. (602)	05/29 CK# 82004	\$3,500.00
13/14 DUES FIAT 01-451-238	01-30-630-238	3,500.00
5TH AVENUE CONSTRUCTION INC (2537)	05/29 CK# 82005	\$2,000.00
ROW BOND COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	2,000.00
FIRESTONE TIRE & SERVICE (603)	05/29 CK# 82006	\$426.64
195382 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	426.64
W.W. GRAINGER (1999)	05/29 CK# 82008	\$44.55
9136709855 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	44.55
JOHN J. HANDZIK (750)	05/29 CK# 82009	\$187.61
2013 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	187.61
HIGHWAY TECHNOLOGIES (780)	05/29 CK# 82010	\$402.43
466893-001 EQUIPMENT RENTAL 01-535-290	01-35-750-290	217.44
65123184-001 ROAD SIGNS 01-540-333	01-35-755-333	184.99
HINSDALE HUMANE SOCIETY (792)	05/29 CK# 82011	\$165.00
JAN - APR 2013 ANIMAL CONTROL 01-465-268	01-30-650-268	165.00
HOME DEPOT CREDIT SERVICES (808)	05/29 CK# 82013	\$90.71
7022515 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	27.89
7022517 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	62.82
I-PAC (961)	05/29 CK# 82014	\$125.00
13/14 DUES FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	125.00
I.M.R.F. PENSION FUND (917)	05/29 CK# 82015	\$133,430.85
PAY OFF SLEP SLEP PENSION 01-10-455-155	01-30-630-155	133,430.85
I.R.M.A. (966)	05/29 CK# 82016	\$35.07
FEBRUARY 13 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	35.07
ILL. MUNICIPAL LEAGUE (895)	05/29 CK# 82017	\$932.00
13/14 DUES FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	832.00

VILLAGE OF WILLOWBROOK

RUN DATE: 05/22/13

BILLS PAID REPORT FOR MAY, 2013

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ILL. MUNICIPAL LEAGUE (895) CONTINUED ... WKSP TILA/OGRO SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	100.00
ILLINOIS SHOTOKAN KARATE (909) 847WNTR/SPR13 WINTER PROGRAM MATERIALS & SERVICES	05/29 CK# 82020 01-20-585-121	\$1,182.60 1,182.60
INT. INST.OF MUNICIPAL CLERKS (956) 13 HANSEN/STUCL FEES DUES SUBSCRIPTIONS 01-05-410-307	05/29 CK# 82021 01-05-410-307	\$230.00 230.00
INTERGOVERNMENTAL PERSONNEL (934) MAY 2013 EMP DED PAY-INS 01-210-204	05/29 CK# 82022 01-210-204	\$39,842.49 10,836.37
MAY 2013 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	153.00
MAY 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	1,095.04
MAY 2013 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	686.68
MAY 2013 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,383.50
MAY 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	21,966.69
MAY 2013 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,642.38
MAY 2013 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,078.83
JACK PHELAN CHEVROLET II INC (2494) 1019202 MAINTENANCE - VEHICLES 01-451-409	05/29 CK# 82023 01-30-630-409	\$19.99 19.99
JSN CONTRACTORS SUPPLY (2526) 78006 OPERATING SUPPLIES & EQUIPMENT 01-503-401	05/29 CK# 82024 01-35-715-401	\$281.00 281.00
KANSAS STATE BANK (2472) 3343847-13/14 E D P EQUIPMENT 01-445-641	05/29 CK# 82025 01-10-485-641	\$7,776.48 661.83
3343847-13/14 EDP NEW EQUIPMENT 01-15-540-641	01-15-540-641	496.37
3343847-13/14 EDP EQUIPMENT 01-20-595-641	01-20-595-641	330.91
3343847-13/14 EDP EQUIPMENT 01-25-625-641	01-25-625-641	992.74
3343847-13/14 EDP NEW EQUIPMENT 01-485-641	01-30-680-641	4,301.89
3343847-13/14 EDP NEW EQUIPMENT 01-545-641	01-35-765-641	496.37
3343847-13/14 EDP OPERATING EQUIPMENT 01-557-401	01-40-815-401	496.37
KEVIN M BURBERRY (1862) WL75116 TRAFFIC FINES 01-310-502	05/29 CK# 82026 01-310-502	\$10.00 10.00
KIMBALL MIDWEST (2504) 2973044 MAINTENANCE SUPPLIES 01-615-331	05/29 CK# 82027 01-20-570-331	\$92.38 92.38
KONICA MINOLTA BUSINESS SOLUTIONS (2319) 224571522 COPY SERVICE 01-420-315	05/29 CK# 82028 01-10-455-315	\$205.16 205.16
MARISA LAQUNAS (2538) SEED/SOD BOND COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	05/29 CK# 82029 01-210-109	\$4,000.00 4,000.00
LEADS ON-LINE (2434) 224087 FEES-DUES-SUBSCRIPTIONS 01-451-307	05/29 CK# 82030 01-30-630-307	\$1,488.00 1,488.00
LOGSDON OFFICE SUPPLY (2452) 441778 OFFICE SUPPLIES 01-420-301	05/29 CK# 82031 01-10-455-301	\$204.89 9.98
441778 OFFICE SUPPLIES 01-601-301	01-20-550-301	14.99
441778 OFFICE SUPPLIES 01-501-301	01-35-710-301	115.44
442489 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	11.79
442489 OFFICE SUPPLIES 01-420-301	01-10-455-301	52.69
JOSEPH M LONG (2541) WK BOOTS UNIFORMS 01-501-345	05/29 CK# 82032 01-35-710-345	\$106.99 106.99
MIDWEST LASER SPECIALISTS, INC (1276) 1079708 OPERATING SUPPLIES 01-451-331	05/29 CK# 82034 01-30-630-331	\$1,857.92 1,857.92

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MUNICIPAL CLERKS OF DUPAGE CNTY (1318) 13/14 HANSNSTCL FEES DUES SUBSCRIPTIONS 01-05-410-307	05/29 CK# 82035 01-05-410-307	\$35.00 35.00
MUNICIPAL CLERKS OF DUPAGE CNTY (1318) JUNE MTG SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	05/29 CK# 82036 01-05-410-304	\$66.00 66.00
NNJ EXORESS UBC (1862) WL74191 TRAFFIC FINES 01-310-502	05/29 CK# 82037 01-310-502	\$75.00 75.00
NORTH EAST MULTI REGIONAL TRNG. (1371) 169227 SCHOOLS-CONFERENCE TRAVEL 01-451-304	05/29 CK# 82038 01-30-630-304	\$150.00 150.00
NORTHERN IL POLICE ALARM SYSTEM (1387) 8955 FEES-DUES-SUBSCRIPTIONS 01-451-307 8956 FEES-DUES-SUBSCRIPTIONS 01-451-307 9089 SCHOOLS-CONFERENCE TRAVEL 01-451-304	05/29 CK# 82039 01-30-630-307 01-30-630-307 01-30-630-304	\$1,255.00 400.00 805.00 50.00
O'HARA TRUE VALUE HOME AND HARDWARE (2481) A272673 BUILDING MAINTENANCE SUPPLIES 01-405-351	05/29 CK# 82040 01-10-466-351	\$10.86 10.86
OCCUPATIONAL HEALTH CENTERS (2413) 1007419924 WELLNESS 01-440-276 1007433957 WELLNESS 01-440-276	05/29 CK# 82041 01-10-480-276 01-10-480-276	\$356.00 178.00 178.00
ORKIN EXTERMINATING (1439) D2604360 MAY13 MAINTENANCE - BUILDING 01-405-228	05/29 CK# 82042 01-10-466-228	\$74.76 74.76
PCS INTERNATIONAL (2201) 130383 E.D.P. SOFTWARE 01-25-615-212	05/29 CK# 82043 01-25-615-212	\$816.12 816.12
PELLICIONI ANDREW (1473) 2013 UNIFORM UNIFORMS 01-451-345	05/29 CK# 82044 01-30-630-345	\$80.56 80.56
PEPSI COLA GEN BOT (1479) 8626458 COMMISSARY PROVISION 01-420-355	05/29 CK# 82045 01-10-455-355	\$210.46 210.46
PETTY CASH C/O TIM HALIK (1492) 5/21/13 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304 5/21/13 SCHOOLS-CONFERENCE TRAVEL 01-420-304 5/21/13 COMMISSARY PROVISION 01-420-355 5/21/13 GAS-OIL-WASH-MILEAGE 01-601-303 5/21/13 SUMMER PROGRAM MATERIALS & SERVICES 5/21/13 GAS-OIL-WASH-MILEAGE 01-451-303 5/21/13 SCHOOLS-CONFERENCE TRAVEL 01-451-304	05/29 CK# 82046 01-05-410-304 01-10-455-304 01-10-455-355 01-20-550-303 01-20-575-119 01-30-630-303 01-30-630-304	\$503.17 19.99 88.00 297.04 13.00 23.64 41.50 20.00
THE PILATES BODY INC (2297) 19548 WINTER PROGRAM MATERIALS & SERVICES	05/29 CK# 82047 01-20-585-121	\$1,962.00 1,962.00
PRO-TEK LOCK AND SAFE (1547) 80643 MAINTENANCE SUPPLIES 01-615-331	05/29 CK# 82048 01-20-570-331	\$129.64 129.64
PROGRESSIVE BUSINESS PUBLICATIONS (2414) 13/14 DUES FEES DUES SUBSCRIPTIONS 01-420-307	05/29 CK# 82049 01-10-455-307	\$195.50 195.50
PUBLIC SAFETY DIRECT INC (2309) 24100 MAINTENANCE - VEHICLES 01-451-409	05/29 CK# 82050 01-30-630-409	\$95.00 95.00
LORI RINELLA (2204) 2013 UNIFORMS UNIFORMS 01-451-345	05/29 CK# 82051 01-30-630-345	\$25.93 25.93
ROYAL PIPE & SUPPLY CO (2539) S1351946.001 MAINTENANCE SUPPLIES 01-615-331	05/29 CK# 82052 01-20-570-331	\$757.98 757.98
RUTLEDGE PRINTING CO. (1648) 117579 OFFICE SUPPLIES 01-05-410-301	05/29 CK# 82053 01-05-410-301	\$63.53 63.53

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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SCOTT CONTRACTING INC (1682)	05/29 CK# 82054	\$7,100.00
2163 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,360.00
2164 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,585.00
2165 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	850.00
2167 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,245.00
2168 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,040.00
2170 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,020.00
SEASON COMFORT, CORP. (1687)	05/29 CK# 82055	\$607.00
201277 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	607.00
SERVICE SANITATION INC (1697)	05/29 CK# 82056	\$188.43
6757058 RENT - EQUIPMENT 01-615-234	01-20-570-234	52.43
6757059 RENT - EQUIPMENT 01-615-234	01-20-570-234	136.00
SIGNS NOW (1717)	05/29 CK# 82057	\$33.40
195-44506 OFFICE SUPPLIES 01-420-301	01-10-455-301	33.40
SOUTHWEST CENTRAL DISPATCH (1751)	05/29 CK# 82058	\$36,758.08
JUNE 2013 RADIO DISPATCHING 01-483-235	01-30-675-235	18,379.04
MAY 2013 RADIO DISPATCHING 01-483-235	01-30-675-235	18,379.04
SUBURBAN LIFE PUBLICATIONS (1805)	05/29 CK# 82059	\$38.00
53299 VH 13-14 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	38.00
SUNSET SEWER & WATER (2276)	05/29 CK# 82060	\$2,271.84
2013-125 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	1,201.34
2013-142 SITE IMPROVEMENTS 01-535-289	01-35-750-289	1,070.50
TAMELING INDUSTRIES (1844)	05/29 CK# 82061	\$902.87
85477 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	129.68
85740 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	773.19
THOMSON WEST (1871)	05/29 CK# 82062	\$786.00
827232068 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	786.00
UNIFIRST (1926)	05/29 CK# 82065	\$466.72
0610768409 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	179.50
0610768483 MAINTENANCE - PW BUILDING	01-35-725-418	53.86
0610771337 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	179.50
0610771411 MAINTENANCE - PW BUILDING	01-35-725-418	53.86
VERIZON WIRELESS (1972)	05/29 CK# 82066	\$593.22
MAY 2013 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	33.86
MAY 2013 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.30
MAY 2013 PHONE - TELEPHONES 01-451-201	01-30-630-201	318.80
MAY 2013 TELEPHONES 01-501-201	01-35-710-201	119.13
MAY 2013 TELEPHONES 01-551-201	01-40-810-201	98.13
WAREHOUSE DIRECT (2002)	05/29 CK# 82067	\$93.93
1933348-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	48.97
1939146-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	44.96
WEST SIDE TRACTOR SALES (2031)	05/29 CK# 82068	\$1,042.50
V76331 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,042.50
WESTFIELD FORD (2028)	05/29 CK# 82069	\$1,620.61
352067 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,620.61
WILD GOOSE CHASE INC (2047)	05/29 CK# 82070	\$840.00
19169 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK FORD INC. (2056)	05/29 CK# 82071	\$1,599.78
6134345/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	1,599.78
TOTAL GENERAL CORPORATE FUND		\$296,117.31

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	05/29 CK# 81979	\$507.69
92825JUN/AUG13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593JUN/AUG13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594JUN/AUG13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
AMERICAN WATER WORKS ASSN (149)	05/29 CK# 81980	\$325.00
448729/HALIK13 FEES DUES SUBSCRIPTIONS 02-401-307	02-50-401-307	325.00
CHICAGO BACKFLOW INC (2329)	05/29 CK# 81985	\$573.00
179360 METERS FLOW TESTING 02-435-278	02-50-435-278	573.00
DELTA DENTAL PLAN OF ILLINOIS (468)	05/29 CK# 81994	\$114.89
JUNE 13 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	114.89
EAST JORDAN IRON WORKS, INC. (540)	05/29 CK# 82000	\$960.00
3595574 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	960.00
ELIA PAVING CO. (549)	05/29 CK# 82001	\$3,775.00
05/01 & 05/02 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,250.00
05/01 & 05/02/2 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	975.00
05/08/13 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	550.00
GEMINI GROUP L.L.C.. (2398)	05/29 CK# 82007	\$1,421.00
113-11318 POSTAGE & METER RENT 02-401-311	02-50-401-311	1,421.00
ILLINOIS SECTION AWWA (150)	05/29 CK# 82019	\$70.00
200006252 SCHOOLS CONFERENCE TRAVEL 02-401-304	02-50-401-304	70.00
INTERGOVERNMENTAL PERSONNEL (934)	05/29 CK# 82022	\$1,691.30
MAY 2013 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	1,691.30
KANSAS STATE BANK (2472)	05/29 CK# 82025	\$827.29
3343847-13/14 EDP OPERATING EQUIPMENT 02-417-401	02-50-417-401	827.29
M.E. SIMPSON COMPANY INC (1235)	05/29 CK# 82033	\$1,860.00
23881 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,035.00
23882 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	450.00
23889 LEAK SURVEYS 02-430-276	02-50-430-276	375.00
SCOTT CONTRACTING INC (1682)	05/29 CK# 82054	\$1,645.00
2169 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,645.00
SUNSET SEWER & WATER (2276)	05/29 CK# 82060	\$15,090.04
2013-126 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,001.00
2013-131 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	8,540.63
2013-140 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,894.30
2013-144 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,654.11
TOUGH CUT CONCRETE SERVICES INC (2540)	05/29 CK# 82063	\$595.00
13-1162 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	595.00
U.S. POSTMASTER (1948)	05/29 CK# 82064	\$1,000.00
DEPOSIT 13/14 POSTAGE & METER RENT 02-401-311	02-50-401-311	1,000.00
VERIZON WIRELESS (1972)	05/29 CK# 82066	\$119.13
MAY 2013 PHONE - TELEPHONES 02-401-201	02-50-401-201	119.13
TOTAL WATER FUND		\$30,574.34

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	05/29 CK# 81999	\$20,085.95
1509 ADVERTISING 03-435-317	03-53-435-317	20,085.95
HINSDALE NURSERIES, INC. (793)	05/29 CK# 82012	\$675.20
700422 LANDSCAPE BEAUTIFICATION 03-435-316	03-53-435-316	571.20
700622 LANDSCAPE BEAUTIFICATION 03-435-316	03-53-435-316	104.00
WLBK BURR RIDGE CHAMBER OF COM (2053)	05/29 CK# 82072	\$3,000.00
13/14 DIRECTORY CHAMBER DIRECTORY 03-435-319	03-53-435-319	3,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$23,761.15

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POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DIVISION OF INSURANCE (476)	05/29 CK# 82018	\$3,032.62
F58822 FILING FEE STATE 07-401-531	07-62-401-531	3,032.62
TOTAL POLICE PENSION FUND		\$3,032.62

VILLAGE OF WILLOWBROOK

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	296,117.31	*
02-110-105	WATER FUND-CHECKING 0010330283	30,574.34	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	23,761.15	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	3,032.62	*
TOTAL ALL FUNDS		353,485.42	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND TIMOTHY J. HALIK AS ITS VILLAGE ADMINISTRATOR AND DIRECTOR OF MUNICIPAL SERVICES

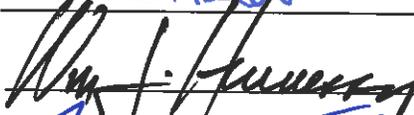
AGENDA NO. 8e

AGENDA DATE: 5/28/13

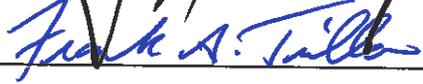
STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: 

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Mayor Frank Trilla

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The attached Agreement provides terms for employment between Mr. Halik and the Village to serve in the capacity of Village Administrator and Director of Municipal Services.

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

The attached Agreement contains the exact same language as the prior Agreement that was approved by the Board in July of 2010 with the following exceptions:

- 1) Effective dates changed throughout.
- 2) The Title "President" was changed to "Mayor" throughout.
- 3) The previous Retroactive Pay provision included in Section 4 was removed.
- 4) Salary figure in Section 4 was updated.

ACTION PROPOSED:

Adopt the Resolution

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND TIMOTHY J. HALIK AS ITS
VILLAGE ADMINISTRATOR AND DIRECTOR OF MUNICIPAL SERVICES

WHEREAS, the Village of Willowbrook has retained the services of TIMOTHY J. HALIK as its VILLAGE ADMINISTRATOR AND DIRECTOR OF MUNICIPAL SERVICES; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is in the best interests of the Village to enter into an Employment Agreement with TIMOTHY J. HALIK to define the services to be rendered, and the compensation to be paid for same, all in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized to execute and the Village Clerk is hereby directed to attest to the Agreement appended hereto as Exhibit "A", defining the Village's employment relationship with TIMOTHY J. HALIK as its VILLAGE ADMINISTRATOR and its DIRECTOR OF MUNICIPAL SERVICES.

ADOPTED AND APPROVED on this 28th day of May, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 28th day of May, 2013, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and TIMOTHY J. HALIK (sometimes hereinafter referred to as the "EMPLOYEE"):

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as both its Village Administrator and its Director of Municipal Services as such positions are provided for by the Village Code of the VILLAGE; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

WHEREAS, the purpose of the Agreement is to:

1. Secure and retain the services of the EMPLOYEE and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring the EMPLOYEE'S morale and peace of mind with respect to future security;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
4. To provide a just means of terminating the EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

WHEREAS, EMPLOYEE desires to be employed as both the Village Administrator and as the Director of Municipal Services of the VILLAGE upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION ONE: **EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE to both the office of Village Administrator and the office of Director of Municipal Services of the VILLAGE. The EMPLOYEE agrees to be employed as the Village Administrator and the Director of Municipal Services of the VILLAGE and to perform the functions and duties of said offices in accordance with the Village Code of the VILLAGE and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Village Administrator and the Director of Municipal Services and to perform such other legally permissible and proper duties and functions as the Mayor and/or Board of Trustees of the VILLAGE may, from time to time, assign. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Mayor and/or Village Board may require. He shall report directly to and follow such directions as the Village Mayor and/or Village Board shall provide. He shall maintain regular office hours as may from time to time be approved by the Mayor.

T.Held

SECTION TWO: TERM, EXTENSION & ELECTION: The term of this

Agreement shall commence effective as of May 28, 2013, and shall terminate on the last day of the term of the incumbent Village Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of this Agreement solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereto agree that the said term of Agreement may, by an executed, written Addendum to this Agreement, be extended by the parties for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event that no such new Employment Agreement is reached and entered into by the parties within said additional period, then the VILLAGE's employment of the EMPLOYEE as both its Village Administrator and its Director of Municipal Services shall, without more, cease and terminate; *provided*, if, during the term of this Agreement, the VILLAGE terminates the EMPLOYEE from either his position as Village Administrator or his position as Director of Municipal Services, the said EMPLOYEE may elect either to (a) remain in the employment of the VILLAGE solely in the position unaffected by said VILLAGE termination or to (b) withdraw from all remaining employment with the VILLAGE; *provided further*, (a) in the event the EMPLOYEE so elects to remain in the employment of the VILLAGE solely as either its Village Administrator or as its Director of Municipal Services, whichever the case may be, his annual base salary for such remaining employment services rendered under this Agreement shall then be modified in accordance with the adjustment provision set forth hereinafter at SECTION FOUR; or, (b) in the alternative event the EMPLOYEE so elects to withdraw from all remaining employment with the VILLAGE, he shall then be entitled to severance pay in accordance with the provisions of paragraph C set forth hereinafter in SECTION THREE.

T. H. H. H.

SECTION THREE: TERMINATION AND SEVERANCE PAY:

A. It is expressly understood and agreed that the employment status of the EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this SECTION THREE.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position as Village Administrator or his position as Director of Municipal Services and the EMPLOYEE then elects to withdraw from all remaining employment with the VILLAGE in accordance with the provision regarding such a separation and election set forth in SECTION TWO hereinabove;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees; **provided**, that the adjustment of the EMPLOYEE'S salary pursuant to his election to remain in the employment of the VILLAGE as set forth hereinabove in SECTION TWO shall not be deemed an event of termination under this paragraph;

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3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any of the terms of this Agreement;
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that he resign; and,
5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION TWO hereinabove.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to any of the provisions of subparagraph B above, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of the date of said termination, a lump sum cash payment equal to either three (3) months of the EMPLOYEE'S annual base salary or his adjusted annual base salary as delineated under SECTION FOUR, whichever the case may then be, plus an additional one (1) calendar week's salary for each completed year of full-time employment with the VILLAGE, together not to exceed a maximum of six (6) months severance pay. In addition, the VILLAGE agrees to maintain, in full force and effect, to the extent permitted by law, all benefits identified in Sections Eight and Ten for a period of three (3) months from and after the date of said termination, plus an additional one (1) calendar week's benefits for each completed year of full-time employment with the VILLAGE, together not to exceed a maximum of six (6) months benefits, or until EMPLOYEE has obtained new employment, whichever is less.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term “abandon” shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term “abandon” shall not mean the EMPLOYEE’S:

- Inability to perform the duties and responsibilities of his position due to illness or injury;
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation; and,
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days.

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of a termination of the EMPLOYEE pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor to provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to himself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor to provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the Mayor and Board of Trustees of the

VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his employment, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of back pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his positions as both the Village Administrator and the Director of Municipal Services of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to his indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his employment with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, the EMPLOYEE shall not be entitled to severance pay or to severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor to provide the severance benefits provided in subparagraph C above.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement.

SECTION FOUR: SALARY:

The VILLAGE hereby agrees to pay EMPLOYEE for services to be rendered under this Agreement an annual base salary of ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$147,000.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid; and, the VILLAGE further agrees to review and consider increasing EMPLOYEE'S said annual base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the Mayor and Board of Trustees; *provided*, in the event of an election by EMPLOYEE under SECTION TWO hereinabove to remain in the employment of the VILLAGE either as its Village Administrator or as its Director of Municipal Services, whichever the case may be, then the said annual base salary shall be modified as of the date of that election as follows:

- a) If EMPLOYEE is relieved of his appointment as Village Administrator and, under the terms of this Agreement, elects to remain employed by the Village as Director of Municipal Services, the said annual base salary for serving as solely the Director of Municipal Services shall be modified to an annual adjusted base salary in the amount of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid; and, the VILLAGE further agrees to review and consider increasing EMPLOYEE'S said

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annual base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the Mayor and Board of Trustees.

- b) If EMPLOYEE is relieved of his appointment as Director of Municipal Services and, under the terms of this Agreement, elects to remain employed by the Village as Village Administrator, the said annual base salary for serving as solely the Village Administrator shall remain in the amount of ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$147,000.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid; and, the VILLAGE further agrees to review and consider increasing EMPLOYEE'S said annual base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the Mayor and Board of Trustees.

SECTION FIVE: **EXTENT OF SERVICES - OUTSIDE ACTIVITIES:** EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Mayor and Board of Trustees.

SECTION SIX: **AUTOMOBILE:** EMPLOYEE'S duties require that he shall have the exclusive and unrestricted use at all time during his employment with the VILLAGE of an automobile which shall be provided to him by the VILLAGE. Except as provided above, the said vehicle shall only be used in accordance with the VILLAGE'S "Personnel Manual" as amended. The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the Mayor and Board of Trustees.

The VILLAGE shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

SECTION SEVEN: **EMPLOYEE'S EXPENSES:** The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the EMPLOYEE as the Village Administrator and as its Director of Municipal Services. The amount so appropriated and budgeted shall be left to the sound discretion of the Mayor and Board of Trustees of the Village of Willowbrook. The amount to be appropriated and budgeted shall include, but not by way of limitation, allocations for the following expenses:

A. Professional dues and subscription expenses for the ICC, APWA , AWWA and other subscriptions of the EMPLOYEE necessary and desirable for his continued professional education, growth and advancement and for the good of the VILLAGE.

B. Travel and subsistence expenses including, but not by way of limitation, traveling expenses, registration fees, lodging, meals and other business expenses so as to enable the EMPLOYEE to attend Federal, State, regional or local seminars, conferences, short courses or institutes reasonably necessary for his professional development or for the conduct of the official business for the Village of Willowbrook as approved by the Mayor and Village Board.

SECTION EIGHT: **BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time,

vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

SECTION NINE: **PERFORMANCE EVALUATION:** As Village Administrator, the EMPLOYEE shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the Mayor and Board of Trustees.

SECTION TEN: **RETIREMENT:** It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund (IMRF). The EMPLOYEE shall be entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law.

SECTION ELEVEN: **VACATION LEAVE & BUY-BACK:** EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK. The EMPLOYEE shall also be entitled to one (1) additional week of paid vacation leave annually in addition to the leave provided by the "Personnel Manual." Further, in consideration of the EMPLOYEE'S dual status as both the VILLAGE's Administrator and its Director of Municipal Services and the Personnel Manual's existing allowance of a one (1) week "cash-in" proviso for accrued vacation time by VILLAGE personnel whose vacation leave cannot be taken without an adverse effect on workload responsibilities, the VILLAGE hereby agrees that EMPLOYEE may elect to "cash-in" up to two (2) weeks of his accrued vacation per year in lieu of taking his present entitlement to six (6) weeks of annual vacation leave.

SECTION TWELVE: **RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides at _____ The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at _____ without the approval of the Mayor and Board of Trustees.

SECTION THIRTEEN: **GENERAL PROVISIONS:**

A. This Employment Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided. This Agreement entirely supplants all other prior Employment Agreements between the parties.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent

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jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- 1. **VILLAGE** at:
 Village Mayor
 Village of Willowbrook
 7760 Quincy Street
 Willowbrook, Illinois 60527

- 2. **EMPLOYEE** at:
 Timothy J. Halik

- 3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

F. 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 this 13th day of May, 2013.

**VILLAGE OF WILLOWBROOK,
an Illinois Municipal Corporation**

By: _____
Mayor



ATTEST:

Village Clerk



Timothy J. Halik

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND MARK SHELTON AS ITS CHIEF OF POLICE

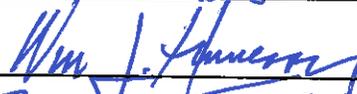
AGENDA NO. **8f**

AGENDA DATE: 5/28/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: 

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Mayor Frank Trilla

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The attached Agreement provides terms for employment between Mr. Shelton and the Village to serve in the capacity of Chief of Police.

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

The attached Agreement contains the exact same language as the prior Agreement that was approved by the Board in April of 2010 with the following exceptions:

- 1) Effective dates changed throughout.
- 2) The Title "President" was changed to "Mayor" throughout.
- 3) The previous language allowing the employee to revert back to his prior rank of Commander was changed to the rank of Sergeant in accordance with the contract amendment approved by the Village Board in August of 2011.
- 4) Salary figure in Section 4 was updated.

ACTION PROPOSED:

Adopt the Resolution

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND MARK SHELTON AS ITS CHIEF OF POLICE

WHEREAS, the Village of Willowbrook has retained the services of MARK SHELTON as its CHIEF OF POLICE; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is in the best interests of the Village to enter into an Employment Agreement with MARK SHELTON to define the services to be rendered, and the compensation to be paid for same, all in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized to execute and the Village Clerk is hereby directed to attest to the Agreement appended hereto as Exhibit "A", defining the Village's employment relationship with MARK SHELTON as its CHIEF OF POLICE.

ADOPTED AND APPROVED on this 28th day of May, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 28th day of May, 2013, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and MARK SHELTON, a sworn member of the Willowbrook Police Department (sometimes hereinafter referred to as the "EMPLOYEE"):

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Chief of Police of the VILLAGE, as such position is provided for by the Village Code of the Village of Willowbrook; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits, to establish certain conditions of employment and to set working conditions of said EMPLOYEE as the Chief of Police; and,

WHEREAS, the purposes of this Agreement are:

1. To secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;

4. To provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

WHEREAS, EMPLOYEE desires to be employed as Chief of Police of the VILLAGE upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION ONE: **EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE, a sworn member of the Willowbrook Police Department, to the office of Chief of Police of the VILLAGE to perform the functions and duties of said office in accordance with the Village Code of the Village of Willowbrook and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Chief of Police. The EMPLOYEE shall periodically attend such meetings and make such written and oral reports and recommendations as the Mayor, Village Board or Village Administrator may require. He shall report to and follow such directions as the Mayor or Village Administrator may from time to time provide. He shall maintain regular office hours as may from time to time be approved by the Mayor or Village Administrator.

SECTION TWO: TERM, EXTENSION & REVERSION: The term of this Agreement shall commence effective as of May 28, 2013, and shall terminate on the last day of the term of the incumbent Village Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to this Agreement, be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event that no such new Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Chief of Police shall, without more, cease and terminate; *provided*, that should the EMPLOYEE hereafter voluntarily resign, be terminated by the VILLAGE *without cause* or be otherwise terminated by the VILLAGE solely by reason of the expiration of the term of this Agreement prior to having obtained eligibility to retire on pension, he shall then, if he so desires, revert to, and be established in, the Sergeant rank and, thereafter, he shall be entitled to all the benefits and emoluments of such prior rank without regard to whether a vacancy then exists in such rank; and, *provided further*, that should the EMPLOYEE hereafter be terminated by the VILLAGE *with cause*, for the commission of such acts or omissions as would justify his termination as a sworn police officer under Illinois common law, he shall then forfeit his position as Chief of Police, together with any rights or privileges attendant thereto, including the right to revert to the Sergeant rank.

SECTION THREE: TERMINATION AND SEVERANCE PAY:

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the Village of Willowbrook and it is further expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of the Board of Police Commissioners of the Village of Willowbrook.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this Section Three.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position or substantially all of his responsibilities of Chief of Police;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,

4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that he resign.
5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent President's full term of office in accordance with the terms, conditions and provisions of SECTION TWO hereinabove.

Unless the EMPLOYEE is terminated **"with cause"**, he shall have the right, if he so elects, to revert to the rank of Sergeant. In the event of such a **"with cause"** termination, **"cause"** shall be for all such acts or omissions of the EMPLOYEE as would justify his termination as a sworn police officer under Illinois common law.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above and he elects not to revert to the rank of Sergeant, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to three (3) months of the EMPLOYEE'S annual salary at the time of termination. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Eight and Ten for a period of three (3) months from and after the date of termination. Alternatively, should the EMPLOYEE elect to revert to the rank of Sergeant following his termination by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE shall not be obligated to pay the said severance pay and benefits otherwise provided for herein.

Notwithstanding the foregoing, the VILLAGE shall also not be obligated to pay the severance pay and severance benefits provided for herein if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE. The severance and benefit provisions of this subparagraph C do not apply should the Mayor and Board of Trustees elect not to renew this Agreement.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term “abandon” shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term “abandon” shall not mean the EMPLOYEE’S:

- Inability to perform the duties and responsibilities of his position due to illness or injury
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy. In the event of termination pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided

herein; additionally, the EMPLOYEE, having abandoned his office, shall have no right to revert to the Sergeant rank.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to himself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the benefits provided herein; further, the EMPLOYEE, having been so convicted, shall have no right to revert to the Sergeant rank.

In the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his position, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his position as the Chief of Police of the VILLAGE OF WILLOWBROOK together with any right or privilege attendant thereto, including the forfeiture of any back pay which may have been withheld subsequent to his

indictment or arrest and including the forfeiture of the right to revert to the rank of Sergeant.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, having voluntarily resigned, the EMPLOYEE shall not be entitled to severance pay or severance benefits as set forth in subparagraph C above but he can elect to revert to his prior rank.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor provide the benefits provided in this Agreement; further, in such an event, the EMPLOYEE shall have no right to revert to the rank of Sergeant.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement.

SECTION FOUR: **SALARY:** The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary of ONE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$123,830.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, provided that the VILLAGE agrees to review and consider increasing EMPLOYEE'S base salary in accordance with the salary guidelines set forth in the "Village Personnel Manual" adopted by the Mayor and Board of Trustees.

SECTION FIVE: **EXTENT OF SERVICES - OUTSIDE ACTIVITIES:**

EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Mayor.

SECTION SIX: **AUTOMOBILE:** EMPLOYEE'S duties require that he shall have the exclusive and unrestricted use at all time during his employment with the VILLAGE of an automobile which shall be provided to him by the VILLAGE. Personal use of the automobile shall be consistent with the "Personnel Manual" as amended from time to time. The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the Village Mayor.

The VILLAGE shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

SECTION SEVEN: **EMPLOYEE’S EXPENSES:** The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the Chief of Police, including but not limited to, business expenses, professional dues and subscriptions, educational expenses, travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE’S “Personnel Manual”. In addition, the VILLAGE agrees to provide EMPLOYEE with an annual clothing allowance for duty-related apparel in the amount of Seven Hundred Fifty Dollars (\$750.00)

SECTION EIGHT: **BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the Village of Willowbrook, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in its “Personnel Manual”.

SECTION NINE: **PERFORMANCE EVALUATION:** The Village Mayor shall establish an annual goal setting session and an annual evaluation session consistent with the “Personnel Evaluation Handbook” adopted by the Mayor and Board of Trustees.

SECTION TEN: **RETIREMENT:** The EMPLOYEE is a member of the Willowbrook Police Officers Pension Fund. Contributions will continue during term of employment of the EMPLOYEE by the VILLAGE as provided by law.

SECTION ELEVEN: **VACATION & SICK LEAVE:** EMPLOYEE shall be entitled to all vacation and sick leave as provided for by the “Personnel Manual” of the VILLAGE OF WILLOWBROOK.

SECTION TWELVE: **RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides at _____ The VILLAGE expressly acknowledges that EMPLOYEE’S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE’S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at

without the approval of the Village Mayor.

SECTION THIRTEEN: **GENERAL PROVISIONS:**

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or

successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:
Village Mayor
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

2. **EMPLOYEE** at:

Mark Shelton

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

F. 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 seal this
28th day of May, 2013.

**VILLAGE OF WILLOWBROOK,
an Illinois Municipal Corporation**

By: _____
Village Mayor

ATTEST:

Village Clerk



Mark Shelton

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO PLACE AN ORDER FOR A 2013 FORD F-550 REPLACEMENT VEHICLE THROUGH THE ILLINOIS STATE PURCHASE PROGRAM AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR ORDER PLACEMENT FOR SAID VEHICLE

AGENDA NO.

8g

AGENDA DATE: 5/28/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: William Hennessy

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

The FY 2013/14 budget contains funding for the replacement of a P.W. department medium duty dump truck. The existing truck is a 2005 Ford F-550 which is in dire need of replacement. A total of \$70,000 was budgeted (½ from the General Fund and ½ from the Water Fund) for this purchase. After a state-wide competitive bidding process, this year's fleet sales state purchase contract was awarded to a dealer in Taylorville, IL. Staff has obtained a proposal from them for the fully outfitted replacement vehicle (copy attached), which has come in slightly under budget at \$67,449.

The next deadlines for order placements through this program are by May 24, 2013 and by August 24, 2013. Given there is a 120 day lead-time on delivery of the vehicle, and this vehicle is a critical equipment resource in our snow & ice control program, staff recommended that the order be placed prior to the May 24th deadline as opposed to the August deadline.

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

With the Board's consensus, the order for this replacement truck was placed prior to the May 24th deadline. Adoption of the attached resolution will serve to formally authorize this order and to ratify and confirm the Village Administrator's prior action in placing the order.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO PLACE AN ORDER FOR A 2013 FORD F-550 REPLACEMENT VEHICLE THROUGH THE ILLINOIS STATE PURCHASE PROGRAM AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR ORDER PLACEMENT FOR SAID VEHICLE

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized to place an order for a new 2013 Ford F-550 fully outfitted medium duty dump truck, in accordance with the proposal attached hereto as Exhibit "A" and made a part hereof, and that the Village Administrator's prior order placement for said vehicle be and the same is hereby ratified and confirmed.

ADOPTED and APPROVED this 28th day of May, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"



Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568
Email toddfleet@aol.com

Ph. 217-824-2207

Fax 217-824-4252

Tuesday, May 21, 2013

ANTHONY WITT
VILLAGE OF WILLOWBROOK
7760 QUINCY ST
WILLOWBROOK, IL 60527

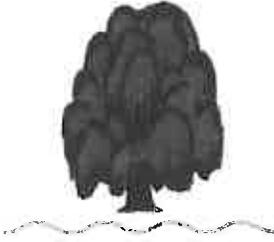
Dear Anthony:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois contract # 4017340. We are pleased you are considering us for your new truck and we can order it as follows. Note delivery is estimated in 120 days after your order, ORDER DUE BEFORE MAY 24 or INQUIRE!

Table with 2 columns: Description and Price. Includes items like 2013 Ford F550 Regular Cab 4x4 Chassis, various equipment (air conditioning, CD player, power windows), and a RAMSEY WINCH. Total price listed as \$67,449.00.

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it. Please contact me with any questions and thanks for your business!

Sincerely,
Todd Crews
Fleet Sales Manager



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

April 30, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Mrs. Lisa Deering
21 Portwine Rd
Willowbrook IL 60527

Re: Account No. 350225.003
Delinquent Water Bill

Dear Mrs. Deering:

Please be advised that your water bill is now delinquent in the amount of \$193.62. 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 May 28, 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

April 30, 2013

Mayor

Robert A. Napoli

Ms. Janis Liggons
38 Kyle Ct
Willowbrook II 60527

Re: Account No. 350530.009
Delinquent Water Bill

Village Clerk

Leroy R. Hansen

Dear Ms. Liggons:

Please be advised that your water bill is now delinquent in the amount of \$138.74. 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 May 28, 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

April 30, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Ms. Susan O'Mara
222 - 58th Place
Clarendon Hills Il 60514-1716

Re: Account No. 352135.000
Delinquent Water Bill

Dear Ms. O'Mara:

Please be advised that your water bill is now delinquent in the amount of \$180.93. 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 May 28, 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

April 30, 2013

Mayor

Robert A. Napoli

Ms. Michelle Reck
25 Kyle Ct
Willowbrook IL 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 350495.004
Delinquent Water Bill

Dear Ms. Reck:

Please be advised that your water bill is now delinquent in the amount of \$184.89. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 28, 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:

Consideration of an Ordinance approving a special use permit for a restaurant.
PC 2013-03: Stats Sports Bar and Grill-7201(A) S. Kingery Highway

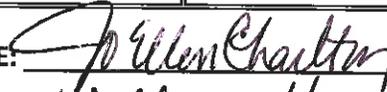
AGENDA NO.

10

AGENDA DATE: 5/28/13

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 HISTORY)

Ordinance 86-O-21 was approved on April 8, 1986 and granted 1) a rezoning from B-3 to B-2; 2) Special Use for the operation of two (2) fast food establishments, an automobile service station, an electrical and household appliance sales and repair establishment, and a bicycle sales, rental and repair establishment; 3) a reduction in a required setback from off-street parking areas from residential districts from thirty feet (30') to sixteen feet (16'); 4) conditions requiring compliance with a site plan, landscape plan, and site engineering plans, restricting deliveries to 8 AM to 5 PM Monday through Friday, and 8 AM to Noon on Saturday, with no deliveries on Sunday, and requiring the landscaping to be maintained by all future owners and assigns.

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

The Plan Commission held the public hearing and made a recommendation to approve the requested special use for a restaurant at their May 1, 2013 meeting subject to substantial compliance with a certain site plan. The site plan includes requirements to 1) make slight modifications to the striping and parking signage to comply with the Illinois Accessibility Code; 2) relocate and enclose a dumpster so that it is not within the corner side yard; 3) increase the height of dumpster enclosures to no more than seven feet (7') so that all bins are screened; 4) replace the existing cyclone fence along the east lot line with a new solid board on board fence to match the existing fence heights, which were approved with the original shopping center. These heights include three foot (3') sections in the first sixty feet (60') from both 72nd and 73rd, with the balance of the fence at five feet (5'). The entire fence sits atop a two to three foot tall berm. The adjoining 72nd Court resident Nancy Baker, who attended the public hearing, discussed an additional question with Village staff after the public hearing. She asked whether the height of part of the three foot section of fence could be increased to five feet so that all parking spaces would be screened by a five foot fence. Currently three parking spaces are next to a part of the fence that is only three feet in height. The neighbor feels this is necessary to better screen the property from noise and light pollution caused by the additional people that will be parking in this area for a restaurant use. Staff confirmed that a taller fence is not technically allowed by the Zoning Ordinance, however the Board may authorize a waiver to increase the height of the fence in that area as part of the consideration of granting the special use. Staff has no objection to authorizing an increase in the height of the fence in this location, which is not less than thirty feet (30') from the 72nd Court right-of-way. This waiver has been added to the ordinance prepared for the Board's consideration in Sections 2 and 4.

Please note that the liquor license application for this proposed use is still pending and will be processed separately from this special use.

ACTION PROPOSED:

May 28, 2013: Consider attached ordinance. Staff recommends approval.

ORDINANCE NO. 13-O-_____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
7201(A) S. KINGERY HIGHWAY
STATS SPORTS BAR AND GRILL RESTAURANT/WOODLAND PLAZA RETAIL CENTER

WHEREAS, on or about March 27, 2013, Alan R. Meyer, as applicant, 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 special use permit for a restaurant; and,

WHEREAS, Notice of Public Hearing on said application was published on or about April 12, 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 May 1, 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 on or about May 13, 2013 a copy of said

recommendations dated May 1, 2013 and Findings of Fact being attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Village Board hereby finds that a waiver from the fence requirements outlined in 9-4-12-D(2) of the Zoning Ordinance to increase the height of the fence from three feet (3') to five feet (5') in the area between the thirty foot (30') and sixty foot (60') setback from 72nd Court, in order to better screen three existing parking spaces as requested by the neighboring property owner located as 815 72nd Street, is necessary and in the public interest to address concerns about noise and light pollution caused by cars parking in those spaces.

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

SECTION ONE: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit on the SUBJECT REALTY, pursuant to Sections 9-14-5 and 9-6B-2(17) of the Zoning Ordinance of the Village of Willowbrook, for a restaurant.

SECTION TWO: That a waiver from Section 9-12-4D(2) is hereby authorized to allow for the fence to be increased in height from three feet (3') to five feet (5') in the area between the thirty foot (30') and sixty foot (60') setback from 72nd Court in order to better screen three existing parking spaces.

SECTION THREE: 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 FOUR: That the relief granted in Section One and Section Two of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- A. The special use is granted for a 3,000 square foot restaurant on the SUBJECT REALTY in the space identified with the address 7201(A) in substantial compliance with the Site Plan prepared by Koziol Engineering Services, latest revision dated April 2, 2013, except that the fence height shall be increased from three feet (3') to five feet (5') in the area between the thirty foot (30') and sixty foot (60') setback from 72nd Court to better screen three parking spaces west of the fence.
- B. Improvements identified on the Site Plan prepared by Koziol Engineering Services, latest revision dated April 2, 2013, shall be completed prior to the issuance of a certificate of occupancy for the restaurant.
- C. The existing metal double door along the north elevation of the building shall be removed or replaced with a window; however, in the alternative, the applicant may replace the existing metal double door with storefront glass doors, but only upon the submittal and approval of plans to the Village Administrator showing the sidewalk to be extended east past the proposed door modification.
- D. The special use shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval by the Village Board.

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 28th day of May, 2013.

APPROVED:

Frank Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EXHIBIT A
Legal Description (SUBJECT REALTY)

LOT 1 W.H. MCNAUGHTON BUILDERS, INC. RESUBDIVISION, BEING A
SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-201-017-0000

EXHIBIT B
Plan Commission Recommendations 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: May 1, 2013

SUBJECT: 7200-7300 S. Kingery - Petition for a Special Use Permit and other variations and relief as may be required to allow a 3,000 square foot sports bar and grill (Stats Sports Bar and Grill) to operate in the existing Woodland Plaza Shopping Center.

At the meeting of the Plan Commission held on May 1, 2013, the above was discussed and the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Soukup that based on the submitted petition and testimony presented, the Plan Commission recommend approval of the findings listed in the staff report for PC 13-03, and approval of the requested special use for a 3,000 square foot restaurant subject to compliance with the Site Plan prepared by Koziol Engineering Services, latest revision dated April 2, 2013.

1. The special use granted herein is valid for the 3,000 square foot space identified by address as 7201(A).
2. The existing metal double door along the north elevation of the building shall be removed or replaced with a window; however, in the alternative, the applicant may replace the existing metal double door with storefront glass doors, but only upon the submittal and approval of plans to the Village Administrator showing the sidewalk to be extended east past the proposed door modification.
3. The special use shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval by the Village Board.

ROLL CALL: AYES: Commissioners Remkus, Soukup, Buckley, Baker, Vice Chairman Wagner and Chairman Kopp.

MOTION DECLARED CARRIED

DK/jp

Exhibit B (Continued)

Findings of Fact

- (A) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Finding: A restaurant us in the northern 3,000 square feet of the Woodlands Plaza Shopping Center will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare if the site is developed in compliance with the Site Plan prepared by Koziol Engineering Services, latest revision dated 4/2/13.

- (B) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Finding: A new 3,000 square foot restaurant in the Woodlands Plaza Shopping Center will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood if the site is developed in compliance with the Site Plan prepared by Koziol Engineering Services, latest revision dated 4/2/13.

- (C) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Finding: The establishment of this use will not impede the normal and orderly development of the shopping center.

- (D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Finding: The shopping center is already provided with existing utilities, access roads, drainage and other facilities that are adequate to the site. The proposed Site plan includes minor modifications to existing conditions to accommodate garbage.

- (E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Finding: Primary access to the proposed restaurant will likely come from Route 83 and 72nd Court to the north, which

requires an easy right-in maneuver. Once in the site, motorists will be able to navigate the main drive aisle, or turn left or right into parking bays. These maneuvers will not cause traffic issues in 72nd Court

(F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Finding: The proposed special use itself conforms to all other applicable regulations of the district in which it is located.

(G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

Finding: Stats Sports Bar and Grill has not requested approval in the past to locate in this shopping center.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION – BOARD ADVICE AND CONSENT TO MAYOR’S APPOINTMENTS TO FILL VACANCIES IN THE PARK & RECREATION COMMISSION, PLAN COMMISSION, BOARD OF POLICE COMMISSIONERS, AND POLICE PENSION FUND BOARD	AGENDA NO. 11 AGENDA DATE: <u>5/28/13</u>
--	---

STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
LEGAL REVIEW: N/A	SIGNATURE: <u>N/A</u>
RECOMMENDED BY: Mayor Frank Trilla	SIGNATURE: <u>Frank A. Trilla</u>
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

Appointments to Village commissions and the Police Pension Fund Board are made by the Mayor with the advice and consent of the Board of Trustees. The following appointments are hereby made:

Park & Recreation Commission (2 Year Term, Total 9 members)		
	Appointment Status	Term Expires
Doug Stetina	Reappointment	4/30/15
Carol Lazarski	Reappointment	4/30/15
Ron Kanaverskis	Reappointment	4/30/15
Rene Schuurman	Reappointment	4/30/15
Ramona Weigus	Reappointment	4/30/15
Leonard R. Kaucky	New Appointment	4/30/14
Jo Bice	New Appointment	4/30/14

Plan Commission (4 Year Term, Total 7 members)		
	Appointment Status	Term Expires
John Wagner (Vice-Chairman)	Reappointment	4/30/17
William Rernkus	Reappointment	4/30/17
Bernardo Lacayo	New Appointment	4/30/15

Board of Police Commissioners (3 Year Term, Total 3 members)		
	Appointment Status	Term Expires
Stephen Landsman	Reappointment	4/30/16

Police Pension Fund Board (2 Year Term, 1 member)		
	Appointment Status	Term Expires
Umberto Davi	Reappointment	4/30/15

Resumes and biographical information of new appointments are attached.

ACTION PROPOSED: Pass a Motion confirming the above appointments.

LEONARD R. KAUCKY
Willowbrook, IL.

SUMMARY

A Business Management Professional with experience in team building and organizing effective departments within a business unit. Demonstrated ability in planning and implementing programs within a union environment. Background includes general management in shipping, receiving and inventory control. A hands-on management approach leading through expertise and accountability of results.

PROFESSIONAL EXPERIENCE

General Motors Service Parts Operations, Detroit, Mi

The recognized distributor of genuine General Motors automobile and truck service parts and accessories nationally and internationally.

Area manager of Inventory Control, Bolingbrook, IL (2002-2009)

Directed the hourly and salaried workforce charged with maintaining an inventory of automotive parts and accessories valued over \$45 million.

- Reduced labor costs by 25% during workforce downsizing in 2009 by reducing labor hours used in Inventory Control.
- Reduced operating costs by 10% per year by improving productivity and holding employees accountable for the performance during a downturn in business.
- Skilled in development and implementation of business improvement plans which enabled the business unit to achieve departmental performance improvement by 7% per quarter in 2008.
- Improved customer satisfaction by 15% over previous year by achieving targets set forth in business plan.
- Reviewed, revised and enhanced Standard Operating Procedures (SOP's) used by hourly employees to reduce costs by 12% over a two year period (2008-2009).
- During a salaried workforce reduction in 2008-2009, trained, coached and counseled replacement employees within a three month time frame which enabled the employees to be job functional.
- Recognized for strong organizational skills during project management of plant reconfiguration project in 2008-2009.
- Strengthened labor relations within the business unit through proper and consistent administration of the labor agreement.
- Coordinated Supply Chain Management, Inventory Control, and Material Returns by allocation of key employees during workforce reduction.
- Achieved lowest replenishment rate compared to all GM SPO facilities (< 2 per 1,000 lines shipped).
- Improved operations productivity by 22% over previous year and Quality Metrics by 5%.
- Achieved lowest cycle count adjustment rate compared to all GM SPO facilities in West Region.
- Compliant with all Sarbanes/Oxley Audit requirements as required by GM.

Business Office Manager, Broadview, IL (1999-2001)

Accountable for the performance of 12 salaried office employees involved in direct customer contact via computer, mail correspondence and phone network activity.

- Performed SOP reviews of each job function in order to learn the job of each salaried employee.
- Maintained 98% route delivery times by interfacing with logistics for variations in load plans and route reconfigurations.
- Increased office efficiency by 32% through planning, execution, and continuous improvements.
- Significantly improved office operations by using LEAN principles and eliminated forms of waste.
- Improved customer satisfaction index (CSI) by 10% by visiting local dealers to assist in problem resolution.

Area Manager of Receiving, Shipping and Material Returns, Broadview, IL 1985-1998

Directed every area of the business unit including shipping, receiving, material returns, inventory control and plant maintenance.

- Achieved 15% improvement in shift productivity by holding low performing employees accountable for their performance in shipping and receiving.
- Reorganized Material Return department to maximize efficiency and reduce costs of excess inventory.
- Served as Hazardous Materials Training Coordinator for 10 years providing expert knowledge to both hourly and salaried employees as required by DOT/IATA guidelines.
- Served as Junior Achievement Coordinator for three consecutive years providing new skills to area grammar school students in accounting and finance.

EDUCATION

Loyola University of Chicago, Chicago, IL (1984-1985)
MBA Operations Management

Elmhurst College, Elmhurst, IL (1983 - 1984)
BS Business Administration

PROFESSIONAL DEVELOPMENT / TRAINING

- LEAN principles
- Crosby Quality Management
- WMS (Warehouse Management System) certified trainer
- IATA/DOT Hazardous Certification Training
- APICS Principles Overview
- Effective presentation skills
- Public speaking
- Managing change
- Supervising Salaried Employees
- Knowledge of work standards / expectations, and Standard Operating Procedures (SOP-Common Process)
- Computer Experience: MS-Works, Microsoft Office, Lotus Notes, Lean Professional Certification – Bronze

COMMUNITY SERVICES

- March of Dimes Coordinator 2006
- Junior Achievement 1991-1993
- 10 years of volunteer work in Panama for a local community

Jo Bice

Willowbrook, IL 60527

Career Summary

Detail-oriented, experienced fitness professional with strong multi-tasking and organizational skills. Background includes department management, personal training/fitness instruction, as well as work in medical insurance billing, medical/health club billing and collections, and office management. Recognized for doing what it takes to get the job done. Works well individually and in groups and contributes effectively to team goals.

Professional Experience

Midtown Athletic Club, Willowbrook, IL

1989 – present

Group Exercise Supervisor

(2004-present)

- Manage Group Exercise department consisting of approximately 45 instructors
- Develop and implement new programming and class formats
- Establish and institute group exercise class schedule 4 or more times per year
- Create special events for fitness department
- Assistant to Fitness Manager
- Handle bi-monthly payroll
- Manage class participation numbers
- Interview/hire Group Exercise staff

Fitness Professional/Personal Trainer

- Lead group and individual fitness classes of all types, such as strength, cycle, pre-choreographed classes and core specific classes
- Develop individual fitness and nutritional programs for clients
- Nurture and educate members in all aspects of fitness
- Attend continuing education courses throughout the year in order to increase knowledge and stay "cutting edge" in the fitness field.

AthletiCo Rehabilitation, Fitness and Performance, Oakbrook, IL 1997-2004

Billing Representative

- Identify and resolve improperly paid insurance claims
- Investigate and issue insurance/patient refunds
- Manage daily closings
- Ensure all payments and charges are entered on a timely basis, leading to month end close

Customer Service

- Resolve payment/billing issues
- Assist patients in investigating insurance claims
- Educate/assist patients in handling insurance problems

Clinic Manager

- Manage all administrative duties for clinic, including greeting patients, operating switchboard, scheduling appointments, verifying insurance, input and upkeep of master files, handling all correspondence.
- Oversee billing and collections for both insurance companies and patients
- Handle bank deposits
- Track and manage insurance and personal payments

Certifications/Accomplishments:

- American Council on Exercise (Group Exercise)
- American Council on Exercise (Personal Training)
- National Academy of Sports Medicine
- Body Training Systems: Group Power, Group Ride, Group Active, Group Core
- Kinesis
- Kettlebell
- TRX
- CPR/AED
- Chicago Marathon, 2002

Bernardo Lacayo



Board Vice Chair
Executive Committee Member
HR/Finance Committee Member

As Managing Director and Head of Loan Syndications for The PrivateBank & Trust Company in Chicago, Bernardo (Bernie) Lacayo is responsible for the structuring, approval and distribution of the bank's multi-bank credit transactions. Prior to joining The PrivateBank & Trust Company, Bernie worked for Charter One Bank and LaSalle Bank. Throughout his professional career, Bernie has been responsible for many facets of volunteerism, including monitoring community lending, setting guidelines for investment criteria, approving grant distribution and strategic planning for charitable organizations and initiatives. He is currently the Associate Board Treasurer for the Brain Research Foundation in Chicago.

The PrivateBank Names Bernie Lacayo Head of Loan Syndications

* Reuters is not responsible for the content in this press release.
Mon Oct 6, 2008 10:00am EDT

CHICAGO, Oct. 6 /PRNewswire-FirstCall/ -- The PrivateBank-Chicago today announced that Bernie Lacayo is named Managing Director and Head of Loan Syndications, responsible for arranging syndicated loan transactions for its middle-market commercial clients.

Lacayo was previously Senior Vice President at Charter One Bank in Chicago, where he helped to establish its Illinois middle market business unit beginning in 2005. Prior to that, he spent most of his career at LaSalle Bank, where he focused on general industries and was the lead in establishing LaSalle's Food Group.

"As we continue to evolve The PrivateBank into the bank of choice for commercial middle market clients in Chicago and our other markets, having someone with Bernie's expertise in serving as the lead bank arranging these complex but very important syndicated loan transactions will be of great value

to our clients and a strong draw for those considering a relationship with us," said Larry D. Richman, President and Chief Executive Officer, The PrivateBank-Chicago and PrivateBancorp, Inc. (Nasdaq: PVTB).

Lacayo works with lenders across The PrivateBank's network of 22 offices to arrange complex loan syndications where The PrivateBank serves as lead or co-lead on the transaction.

Lacayo holds a bachelor's degree in finance and psychology from the University of Notre Dame. He is a member of the Associate Board of Children's Brain Research Foundation.

About PrivateBancorp, Inc.

The PrivateBank-Chicago is a unit of PrivateBancorp, Inc., a growing diversified financial services company with 22 offices in nine states and more than \$7.5 billion in assets as of June 30, 2008. Through its subsidiaries, PrivateBancorp delivers customized business and personal financial services to middle-market commercial and commercial real estate companies, as well as business owners, executives, entrepreneurs and wealthy families. To learn more, visit us at <http://www.theprivatebank.com>.

SOURCE PrivateBancorp, Inc.

Amy Yuhn, Director of Communications of PrivateBancorp, Inc., +1-312-564-1378,
ayuhn@theprivatebank.com

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPOINTING THE VILLAGE ATTORNEY
AND TO APPROVE AND AUTHORIZE THE MAYOR AND VILLAGE CLERK
TO EXECUTE A LEGAL SERVICES AGREEMENT -
STORINO, RAMELLO & DURKIN

AGENDA NO. 12**AGENDA DATE:** 5/28/13**STAFF REVIEW:** Tim Halik, Village Administrator**SIGNATURE:** Tim Halik**LEGAL REVIEW:** N/A**SIGNATURE:** N/A**RECOMMENDED BY:** Mayor Frank Trilla**SIGNATURE:** Frank A. Trilla**REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The office of Attorney for the Village is created under Title 1, Chapter 9, Section 1-9-1 of the Village Code of Ordinances (copy attached). The Attorney shall be appointed by the Village President (aka, Mayor) with the advice and consent of the Board of Trustees. If confirmed, this appointment would become effective June 1, 2013.

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

The Mayor recommends the appointment of the Law Offices of Storino, Ramello & Durkin, Rosemont, IL to serve as the Village Attorney and Village labor counsel. This firm consists of twenty-one (21) attorneys having extensive experience in local ordinance violations, civil litigation, commercial real estate, corporate law, election law, eminent domain, land use and zoning, local government law, and administrative adjudication and taxation. The firm represents numerous local governments, including cities, villages, school districts, park districts, fire protection districts, townships and various local commissions. A municipal client list and references are attached. Our primary contact with the firm will be through Donald J. Storino, partner, and Michael K. Durkin, partner, as labor counsel.

The firm has drafted a Legal Services Agreement (LSA) for consideration, which includes a one-year term, renewed annually upon appropriation of funds. Rates for services rendered will be at \$175.00/hour for attorneys and lower rates for staff services as contained on Exhibit "A" of the LSA. Other expenses that may be incurred are summarized on Exhibit "B" of the LSA.

ACTION PROPOSED:

Board adoption of the resolution will serve to confirm the appointment and authorize the execution of the Legal Services Agreement.

Chapter 9

ATTORNEY

1-9-1: CREATION OF OFFICE; APPOINTMENT:

1-9-2: SUITS AND ACTIONS:

1-9-3: JUDGMENTS:

1-9-4: ADVICE:

1-9-5: ADDITIONAL COUNSEL:

1-9-6: ASSESSMENT AND CONDEMNATION PROCEEDINGS:

1-9-7: ORDINANCES AND DOCUMENTS:

1-9-8: COMPENSATION:

1-9-1: CREATION OF OFFICE; APPOINTMENT:

There is hereby created and established the office of Attorney for the Village. The Attorney shall be appointed by the President as provided by law, by and with the advice and consent of the Board of Trustees. He shall hold his office for a term as provided by law or until his successor is appointed and has qualified.

1-9-2: SUITS AND ACTIONS:

The Attorney for the Village shall prosecute or defend any and all suits or actions at law or equity to which the Village may be a party, or in which it may be interested, or which may be brought against, or by, an officer of the Village on behalf of the Village, or in the capacity of such person as an officer of the Village.

1-9-3: JUDGMENTS:

It shall be the duty of the Attorney to see to the full enforcement of all judgments, decrees or awards rendered or entered in favor of the Village and all similar interlocutory orders.

1-9-4: ADVICE:

The Attorney for the Village shall be the legal advisor of the Village and shall render advice on all legal questions affecting the Village, whenever request to do so by any elected Village official or the presiding officer of any official board or commission. Upon specific request by any such person, he shall reduce any such opinion to writing.

1-9-5: ADDITIONAL COUNSEL:

The Village Board may employ or authorize the Attorney for the Village to employ additional counsel to aid the Village in its affairs whenever they deem it necessary or expedient.

1-9-6: ASSESSMENT AND CONDEMNATION PROCEEDINGS:

It shall be the duty of the Attorney for the Village to see to the completion of all special assessment proceedings and condemnation proceedings.

1-9-7: ORDINANCES AND DOCUMENTS:

It shall be the duty of the Attorney for the Village to draft or supervise the drafting, and/or to approve as to form any contract, lease or other document or instrument to which the Village may be a party. Upon request by the Village Board, he shall draft ordinances covering any subjects, as required. (Ord. 64-0-22, 11-23-64)

1-9-8: COMPENSATION:

The Attorney for the Village shall be compensated in accordance with an agreement entered into by and between the Village and the Attorney, as approved by the President and Board of Trustees. (Ord. 84-0-30, 6-25-84)

The Law Offices of
STORINO, RAMELLO & DURKIN

April 3, 2013

Firm Profile

STORINO, RAMELLO & DURKIN

FIRM PROFILE

The law firm of Storino, Ramello & Durkin practices in the areas of prosecution of ordinance violations, civil litigation, commercial real estate, corporate law, election law, eminent domain, land use and zoning, local government law, administrative adjudication and taxation. The firm has extensive experience in these areas, and represents land owners, developers and commercial entities as well as numerous local governments, including cities, villages, school districts, park districts, fire protection districts, townships and various local commissions.

The firm serves as general corporation counsel to a number of private and public sector clients, representing and advising them on everything from routine legal issues to complex litigation. The firm's attorneys are experienced in dealing with the legal matters affecting both private and public sector clients, including preparation and review of contracts, land use and zoning, the acquisition of property, annexation, condemnation and eminent domain, tax incremental financing districts, public sector financing, municipal bond issues, civil rights defense, and general liability issues. Additionally, the firm is retained as the prosecutor for several municipalities, and handles the prosecution of local ordinance violations for these clients. The firm has expertise in the area of labor and unemployment law, and provides its clients with comprehensive legal services in this area, including collective bargaining negotiations. The firm also serves as special legal counsel to a number of additional villages, cities, districts and commissions, providing legal services in the areas listed above, including bond issues, real estate tax work and complex litigation.

Current representative municipal clients include the Bartlett Fire Protection District, the Village of Brookfield, the Chicago Heights Park District, the City of Elmhurst, the Village of Elmwood Park, the Village of Forest Park, the Village of Glendale Heights, the Village of Indian Head Park, the City of Oakbrook Terrace, the Township of Proviso, the City of Rolling Meadows, the Township of Schaumburg, the Township of Schaumburg Road District, the Schiller Park School District 81, the Village of South Barrington, the Village of Streamwood, the Veterans Park District, and the Village of Westchester. The firm also does special counsel work for the Village of Beach Park, Village of Elk Grove, the Village of Hanover Park, the Village of Palatine, the Village of Rosemont, the Village of North Riverside, the Village of Vernon Hills, the City of St. Charles, and the City of Wood Dale.

The law firm of Storino, Ramello & Durkin consists of twenty-one attorneys. The partners in the firm include Donald J. Storino, Michael K. Durkin, Richard J. Ramello, Nicholas S. Peppers, Thomas M. Bastian, and Angelo DelMarto. The firm's associates include Brian W. Baugh, James E. Macholl, Anthony J. Casale, Andrew Y. Acker, Peter A. Pacione, Melissa A. Miroballi, Matthew G. Holmes, Michael R. Durkin, Thomas J. Halleran, and Erin C. Moriarty. Joseph G. Kusper, Bryan J. Berry, Leonard P. Diorio, Richard F. Pellegrino, and Donald J. Storino II are of counsel to the firm. In addition, the firm is supported by a full in-house staff of paralegals, secretaries and clerks. The firm utilizes and maintains a complete in-house library and computer network, which includes document processing, invoicing, accounting, legal research, docket and client control.

Resumes

STORINO, RAMELLO & DURKIN

RESUME OF DONALD J. STORINO

Donald J. Storino is a graduate of the University of Notre Dame cum laude in 1969. He graduated from DePaul University College of Law in 1973. He was admitted to the practice of law in the State of Illinois in 1973. He is principally engaged in the fields of municipal law, real estate and trial practice.

Mr. Storino was formerly employed by the State's Attorney of Cook County, where he was assigned to the Criminal and Civil Appellate Divisions to prepare briefs for argument before the Illinois Appellate and Supreme Courts. His experience in this endeavor covered a wide range of legal issues including a complex analysis of the Home Rule provision of the Illinois Constitution.

Prior to establishing the firm, Mr. Storino was an associate attorney at the firm of Chicago law firm of Foran, Wiss & Schultz. As an attorney, he has represented the Metropolitan Sanitary District, the Chicago Transit Authority, numerous municipalities, school districts and park districts in the acquisition of real estate pursuant to their condemnation powers. Mr. Storino has also handled the establishment of Special Service Areas for a number of municipalities.

Mr. Storino, who is a partner at the firm, currently serves Village Attorney for the City of Elmhurst and the Villages of Glendale Heights, and South Barrington, Illinois, and is personally responsible for advising those municipalities with reference to all legal matters. Mr. Storino has served as Village Attorney for the Village of Glendale Heights for the past thirty-one years.

Mr. Storino has provided Special Counsel services to numerous municipalities advising them on complex Tax Incremental Financing Districts and related Eminent Domain issues.

Since his admission to the bar, Mr. Storino's legal expertise and litigation experience has involved nearly every aspect of general practice. His particular expertise in the area of municipal law has resulted in the firm being considered one of the leading municipal law firms in the Chicagoland area.

Mr. Storino is a member of the American Bar Association, the Illinois State Bar Association, the Justinian Society of Lawyers, and the Illinois Institute for Local Government. He also served on the Arlington Heights Plan Commission from 1976 to 1978, and also served as President of the St. Viator High School Board of Trustees from 1995 to 1997. He served as a Board Member of the Cook County Sheriff's Merit Board from 1999 to 2005. Mr. Storino was appointed Judge of the Illinois Court of Claims on March 1, 2004. Mr. Storino currently serves on the Notre Dame Law School Council.

Mr. Storino is listed in Martindale Hubbell Law Directory with a rating of AV.

STORINO, RAMELLO & DURKIN

RESUME OF RICHARD J. RAMELLO

Richard J. Ramello received his Bachelor of Science in Construction from the College of Engineering and Technology at Bradley University, Peoria, Illinois, in 1976. He graduated from the DePaul University College of Law in 1979.

He was admitted to the Illinois Bar in 1979. He is also admitted to practice before the United States Seventh Circuit Court of Appeals, the United States District Court for the Northern District of Illinois, and the United States Supreme Court. He is a member of the Federal Trial Bar.

Mr. Ramello has handled a wide range of matters in Federal and State courts and before administrative bodies, on behalf of local governmental bodies, corporations and private clients. He has represented the Villages of Elmwood Park, Franklin Park, Glendale Heights, Brookfield, Rosemont, South Barrington, Hanover Park and Streamwood in litigation, arbitration and in administrative hearings. Drawing from his undergraduate background, Mr. Ramello represents the firm's governmental and private clients in negotiation and preparation of construction and engineering agreements, contractor claims, regulatory approval, litigation and arbitration involving land use, real estate development and public works projects.

Mr. Ramello has extensive municipal experience, and negotiated the first competitive cable television franchise agreement in Illinois. He successfully defended this agreement in the trial and appellate courts when it was challenged by the cable television industry. He has successfully represented the Village of Brookfield Electoral Board in the trial and appellate courts, upholding the Board's ballot determination. Mr. Ramello has drafted ordinances for several municipalities providing for the regulation of adult uses, and has successfully defended these ordinances against constitutional challenges in the trial and appellate courts. He has also successfully defended several municipalities in court on zoning challenges and in federal civil rights actions.

Mr. Ramello serves as the Village Attorney to the Village of Brookfield, the Village of Indian Head Park, the City of Oakbrook Terrace, and the Township Attorney to the Township of Schaumburg and serves as general counsel to the Grand Avenue Railroad Relocation Authority. He also served as Village Prosecutor for the Village of Glendale Heights from 1980 to 1985. He has advised both the Village of Glendale Heights and the Brookfield Zoning Commissions during drafting and adoption of the comprehensive amendments to their Zoning Ordinances.

Mr. Ramello is a member of the Northwest Suburban, Illinois State and American Bar Associations, the Illinois Trial Lawyers Association and the Association of Trial Lawyers of America.

STORINO, RAMELLO & DURKIN

RESUME OF MICHAEL K. DURKIN

Michael K. Durkin is a 1975 graduate of the University of Illinois, Champaign-Urbana. He graduated from IIT/Chicago-Kent College of Law with honors in 1978 and was admitted to the practice of law in the State of Illinois in 1978. He is principally engaged in the fields of municipal law, civil and commercial litigation, labor and employment law, and appellate work.

In the area of municipal law, Mr. Durkin has engaged in extensive labor negotiations for various municipal and school clients. Mr. Durkin has served as chief negotiator for municipalities, school districts and other units of local government for over 125 contracts. Mr. Durkin has also been engaged in matters involving representation petitions, unit clarification petitions, and unfair labor practice charges before the Illinois Labor Relations Board, as well as numerous interest arbitrations and grievance arbitration hearings. In addition, Mr. Durkin was lead counsel in the first Illinois State Labor Relations Board unfair labor practice decision to be reviewed by an Illinois Appellate Court.

As an attorney, Mr. Durkin has served as Village prosecutor for the Village of Elmwood Park, Village of Rosemont and the Village of Glendale Heights. Mr. Durkin presently serves as counsel for Schiller Park School District 81. He has previously represented Bremen Community High School District 228, Queen Bee School District 16, and the Wheeling Township School Trustees, and oversaw the sale of various township school properties, including the sale of Arlington High School and Forest View High School.

He is currently Village Attorney for the Villages of Elmwood Park, Westchester, and Streamwood, Illinois, and is personally responsible for advising those municipalities with reference to all legal matters. He is also the Township Attorney for Proviso Township.

Since his admission to the Bar, he has had extensive litigation experience involving a wide variety of civil and criminal issues. Mr. Durkin is extensively involved in all aspects of labor and employment law, including collective bargaining, grievance and arbitration hearings, disciplinary and discharge matters, and other types of employment litigation issues. Since 1984, Mr. Durkin has served as chief negotiator for collective bargaining negotiations for various municipalities and school districts, as well as for private sector employers. He currently serves as chief negotiator with respect to 39 contracts involving various public sector employers. He has successfully argued before the Illinois Supreme Court, and has appeared before the U.S. 7th Circuit Court of Appeals and various Illinois appellate courts.

He is a member of the Illinois State Bar Association.

He was a member of the U.S. Olympic Track and Field Teams in 1976 and 1980, and maintains an active career in public speaking.

STORINO, RAMELLO & DURKIN

RESUME OF NICHOLAS S. PEPPERS

Nicholas S. Peppers received his Bachelor of Arts from Carleton College, Northfield, Minnesota, in 1982. He is a 1985 graduate of the DePaul University College of Law and was admitted to practice law in the State of Illinois in 1985.

Mr. Peppers is a partner with the firm of Storino, Ramello & Durkin, and is a member of the Illinois State Bar Association.

Mr. Peppers is primarily engaged in the fields of commercial real estate transactions, financing, land use and development, zoning, leasing and taxation. He is experienced in corporate transactions and financing, as well as general municipal and local government law.

Mr. Peppers is currently handling and has successfully completed a broad variety of complex commercial real estate transactions and financing. He has extensively represented numerous private developers in the acquisition, annexation, leasing, zoning and redevelopment of residential single family subdivisions, condominium, office, and industrial properties. He is also experienced in negotiating the related financing of commercial real estate transactions, including conventional and bond financing, and has extensive experience in the negotiation and implementation of redevelopment agreements utilizing tax increment financing.

Mr. Peppers currently serves as Village Attorney for the Village of Forest Park, and he participates either as special or general counsel, in advising and representing the firm's municipal clients, including the Villages of Elmwood Park, Forest Park, Glendale Heights, Rosemont, St. Charles, and Streamwood, in matters of local government land use and planning, acquisition, annexation, subdivisions, zoning, the establishment of tax increment financing districts, leasing and real property taxation and exemption.

Mr. Peppers serves as outside independent counsel as a member of the Real Estate Review Committee of the Office of the Illinois Secretary of State to review leases for its driver's and police facilities.

STORINO, RAMELLO & DURKIN

RESUME OF THOMAS M. BASTIAN

Thomas M. Bastian received his Bachelor of Arts from DePaul University in 1975. He is a 1984 graduate of the John Marshall Law School and was admitted to the Illinois bar and the U.S. District Court for the Northern District of Illinois in 1985.

Mr. Bastian is a partner with the firm of Storino, Ramello & Durkin and is a member of the American Bar Association, the Illinois State Bar Association and the Chicago Bar Association.

Mr. Bastian participates in the firm's municipal practice, serving as attorney for the Bartlett Fire Protection District, the Chicago Heights Park District, and the Veterans Park District, and assists the firm's municipal clients in a variety of practices areas. Mr. Bastian serves as counsel to a municipal emergency telephone systems (911) board; advises municipalities regarding the interpretation and enforcement of local building codes; and advises and has represented local municipal electoral boards. He has experience with fire and police commission matters, and the representation of private clients in this regard. Mr. Bastian also represents the Village of Glendale Heights and the Village of Rosemont in connection with workers' compensation matters.

Mr. Bastian has extensive experience in the area of municipal administrative adjudication of ordinance violations. He has drafted enabling ordinances and has been intimately involved in the creation and establishment of municipal code hearing departments. He is a certified administrative adjudication hearing officer. Currently Mr. Bastian acts as an administrative hearing officer for the Villages of East Dundee, Elk Grove, Roselle, Rosemont, South Barrington, Streamwood, and West Dundee.

As one of the firm's municipal prosecutors, Mr. Bastian has experience in the enforcement of municipal ordinances, and housing and zoning codes. In addition, Mr. Bastian has served as counsel to and prosecuted on behalf of local liquor commissions.

Mr. Bastian also practices in the area of election law including election issues before the Illinois Appellate Court and has served as counsel to numerous Municipal Officers' Electoral Boards

In addition, Mr. Bastian has extensive experience in the area of family law and domestic relations, including dissolution of marriage, child support enforcement, parentage and related issues.

STORINO, RAMELLO & DURKIN

RESUME OF ANGELO F. DEL MARTO

Angelo F. DelMarto received his Bachelor of Science in Business Administration from DePaul University in 1973, and his Masters of Art degree in Special Education from Northeastern Illinois University in 1979. He graduated from John Marshall Law School in 1985, and was admitted to the Illinois Bar in 1985. Mr. DelMarto was admitted to the Trial Bar of the United States Federal Court for the Northern District of Illinois in 1992.

Mr. DelMarto retired as a sergeant after 29 years of service with the Chicago Police Department. Throughout his career in law enforcement, he has received 73 honorable mentions and a Department commendation. He also revised the "Disaster Manual" for O'Hare Airport, Midway Airport and Meigs Airport, in 1992.

Mr. DelMarto serves as one of the firm's municipal prosecutors including prosecution of local driving under the influence of alcohol offenses on behalf of the Village of Glendale Heights. In addition, he has extensive litigation experience in Civil and Criminal litigation including Civil Right Defense in the Northern District of Illinois Federal Court. He also has appellate experience, having argued in the Illinois Appellate and Supreme Court. He has prosecuted disciplinary matters before Boards of Fire and Police Commissions as well as acted as counsel for Board of Fire Commissioners at disciplinary hearings. Mr. DelMarto also prosecutes license matters before local liquor commissions as well as municipal boards.

Mr. DelMarto is a certified administrative adjudication hearing officer, and he currently acts as the hearing officer for the Villages of Villages of Roselle, Rosemont, South Barrington, and Streamwood.

Prior to being admitted to the bar, Mr. DelMarto served as an intern to the Cook County State's Attorney and prosecuted criminal cases. Mr. DelMarto is a partner with the firm of Storino, Ramello & Durkin and is a member of the Illinois State Bar Association and the Chicago Bar Association.

Published Opinions:

Gumma v. White, 216 Ill. 2d23, 833 N.E.2d 834 (Il.S.Ct. 2005) (zero tolerance and breathalyzer defense)

People v. Kautz, 651 N.E.2d 772, Illinois Supreme Court, cert. denied #79350 (October 4, 1995) (Truck overweight defense) (1995)

Rohter v. Passarella, 617 N.E.2d 46, (Contract dispute and statute of limitations defense) (1993)

Non-Published Opinions:

People v. Massey, Second District, 2-93-0261, (Village of Glendale Heights prosecution of ordinance violation) (1993)

STORINO, RAMELLO & DURKIN

RESUME OF JAMES E. MACHOLL

James E. Macholl received his Bachelor of Science in Commerce from DePaul University in Chicago in 1979. He graduated from John Marshall Law School in 1983. Mr. Macholl was admitted to the Illinois bar in 1983, and is also admitted to practice before the United District Court for the Northern District of Illinois. He is also a member of the Federal Trial Bar Association and the Illinois State Bar Association.

Mr. Macholl is primarily engaged in the practice of municipal, corporate, real estate law, probate, general and civil litigation. In addition to being the attorney primarily responsible for providing legal services to the City of Rolling Meadows, he provides legal counsel to the firm's various municipal clients and has litigated cases on behalf of municipalities involving zoning and other land use issues, annexation and disconnection, building, liquor, licensing and other municipal ordinance violations.

In addition to providing legal counsel to the firm's municipal clients, Mr. Macholl counsels the firm's business and individual clients and litigates cases involving personal injury, mechanic's liens, construction, shareholder suits, developer and homeowner association litigation, injunctions, real estate and boundary disputes, corporate and partnership dissolutions and accountings.

With his years of experience, Mr. Macholl has successfully represented several clients in litigation involving several millions of dollars.

STORINO, RAMELLO & DURKIN

RESUME OF BRIAN W. BAUGH

Brian W. Baugh graduated from Northern Illinois University, DeKalb, Illinois, with honors in 1987. There he received baccalaureate degrees in accounting and finance. He passed the Illinois Certified Public Accountant Exam in 1988. Mr. Baugh is a 1991 graduate of the Northern Illinois University College of Law cum laude. Mr. Baugh was admitted to practice in Illinois in 1991. He is currently a member of the Illinois State Bar Association, the American Bar Association, the Chicago Bar Association, the Kane County Bar Association, and the Illinois Tax Increment Association. He resides with his wife and family in Gurnee, Illinois.

Mr. Baugh specializes in municipal law, having represented and advised municipal corporations and sanitary districts as to general procedural matters; contracts; leases; annexation and development agreements; land use and zoning matters; utilities; financing, including SSAs, industrial revenue bond issues, general obligation bond issues, IEPA loans; and all aspects of tax increment financing matters and economic development.

Mr. Baugh currently provides counsel to all of the firm's municipal clients. He also serves as special legal counsel to the City of St. Charles and the Village of Palatine. The vast majority of Mr. Baugh's practice involves advising and assisting communities in economic development and redevelopment matters and municipal financing issues.

STORINO, RAMELLO & DURKIN

RESUME OF MELISSA A. MIROBALLI

Melissa A. Miroballi is a 1997 graduate of Loyola University Chicago School of Law. She attended Loyola University Chicago as an undergraduate and received her Bachelor of Science degree in psychology in 1994. Ms. Miroballi was admitted to the practice of law in the state of Illinois in 1997.

Since her admission to the bar, Ms. Miroballi has practiced in the areas of general municipal law and civil rights defense. Her experience as a municipal attorney involves civil litigation, real estate acquisition and annexation, land use and development, eminent domain/condemnation, and real estate taxation and exemption. Ms. Miroballi also has experience in the preparation of municipal ordinances and the drafting and negotiation of telecommunications lease agreements. She has represented counties, municipalities and individual officers in § 1983 actions involving claims of excessive force retaliatory discharge, and First and Fourth Amendment rights.

Ms. Miroballi joined Storino, Ramello & Durkin in June of 1999 after serving as assistant legal counsel to the Speaker of the Illinois House of Representatives, where she focused on state procurement and revenue issues.

Ms. Miroballi is admitted to practice before both the Illinois state and federal courts. She is a member of the Illinois Bar Association and the Illinois Municipal League Committee of Home Rule Attorneys.

STORINO, RAMELLO & DURKIN

RESUME OF ANTHONY J. CASALE

Anthony J. Casale graduated from DePaul University in 1976. He graduated from Lewis University College of Law in 1979. Mr. Casale has been engaged in the general practice of law since being admitted as an attorney in Illinois since 1980.

Prior to being associated with the law firm of Storino, Ramello & Durkin, Mr. Casale was an associate and a partner in the law firm of Civinelli, Culliton & Casale and then Civinelli & Casale. His office was in DuPage County for fourteen years. Mr. Casale was also a sole practitioner in Cook County, engaging in a general practice of law for six years prior to locating in DuPage County.

His general practice consists of real estate law; wills and trusts; personal injury and worker's compensation litigation; criminal, traffic and DUI defense; Secretary of State hearings, adoption and bankruptcy matters in Cook, DuPage, and Kane Counties.

Mr. Casale has tried over fifteen personal injury cases to jury verdict and has wide-ranging civil and chancery litigation experience. He has represented plaintiffs and defendants in complicated injury cases in the Circuit Court and Industrial Commission.

Mr. Casale was a Special Assistant Attorney General from 1995 to 2004 for acquisition of real property on behalf of the State of Illinois through eminent domain. He successfully tried a landmark condemnation case in DuPage County which resulted in a verdict equal to the settlement offer prior to trial.

Mr. Casale was Village Prosecutor for the Village of Westmont for fourteen years.

Mr. Casale was a member of the Chicago Bar Lawyer Referral Program and is currently a member of the DuPage County Bar Association and the Illinois State Bar Association.

STORINO, RAMELLO & DURKIN

RESUME OF ANDREW Y. ACKER

Andrew Y. Acker is a graduate of Denison University in 1983. He graduated cum laude from Thomas M. Cooley Law School in 1991. He was admitted to practice law in the State of Michigan in 1991, in the Commonwealth of Pennsylvania in 1992 and in the State of Illinois in 1993.

Mr. Acker was previously employed in Detroit, Michigan as a Staff Attorney for the Michigan Court of Appeals before joining Illinois Appellate Court Justice Tom Lytton as a Law Clerk in the Illinois Appellate Court, 3rd District, in Moline, Illinois. He then entered private practice with the Oak Brook, Illinois law firm of Botti, Marinario & DeLongis, Ltd., as an associate involved in civil litigation. He then joined the Elmhurst, Illinois law firm of Kubiesa, Spiroff, Gosselar, Acker & DeBlasio, PC, where he spent eleven-years representing and defending municipal corporations in a broad range of civil litigation, including eminent domain, annexation, disconnection, zoning, civil rights, personal injury, contract and personnel issues.

Mr. Acker presently devotes his practice to representing both public and private clients in civil matters before State and Federal trial courts as well as before the Appellate Courts.

Mr. Acker is a member of the Illinois Bar Association and the DuPage County Bar Association. He is a member of the Northern District Court of Illinois Trial Bar, and has also been admitted to practice before the Western District Court of Michigan, the Seventh Circuit and the Second Circuit United States Court of Appeals.

STORINO, RAMELLO & DURKIN

RESUME OF PETER A. PACIONE

Mr. Pacione is a graduate of the John Marshall Law School in Chicago, Illinois, where he made the Dean's list in 1998 and 1999. He received his undergraduate degree from Marquette University in Milwaukee, Wisconsin, and was admitted to the Illinois bar in 1999. Mr. Pacione is a member of the Illinois State Bar Association, the Chicago Bar Association and the Association of Trial Lawyers of America. He is a member of the Justinian Society.

Mr. Pacione practices in the areas of civil and municipal litigation, including condemnation. In addition to general trial practice, Mr. Pacione is one of the firm's municipal prosecutors, and is experienced in the area of local government code enforcement. In addition, Mr. Pacione prosecutes for administrative hearings in the area of building code violations for various municipalities. He also assists in the preparation and filing of real estate tax exemptions for various municipal clients.

Mr. Pacione maintains an active practice in the area of residential and commercial real estate, including commercial leasing. He also represents a number of corporate clients with regard to general corporate matters.

Prior to working at the firm, Mr. Pacione clerked at the City of Chicago Office of the Corporation Counsel, Tort Division.

STORINO, RAMELLO & DURKIN

RESUME OF MATTHEW G. HOLMES

Matthew G. Holmes is a graduate of the University of Notre Dame School of Law in South Bend, Indiana. Mr. Holmes graduated from the University of Notre Dame in 1999 with a bachelor's degree in philosophy and computer applications. Mr. Holmes was admitted to practice in Illinois in 2003. He is a member of the Illinois State Bar Association and the Chicago Bar Association.

Mr. Holmes is primarily engaged in the practice of municipal and civil litigation. In addition to general civil practice, Mr. Holmes is one of the firm's municipal prosecutors and is experienced in local government code enforcement. He also has experience in the areas of contract negotiation, class action litigation, and real estate law.

Prior to his association with the firm, Mr. Holmes served as an independent research consultant at the firm of Hammerschmidt, Amaral & Jonas, in South Bend, Indiana.

STORINO, RAMELLO & DURKIN

RESUME OF MICHAEL R. DURKIN

Mr. Michael R. Durkin is a graduate of the DePaul University College of Law in Chicago. Mr. Durkin graduated from the University of Illinois at Champaign-Urbana in 2004 with a Bachelor of Arts degree in History and a minor in Political Science. The newest associate to the firm, Mr. Durkin was admitted to practice in Illinois in 2007. He is a member of the Illinois State Bar Association and the Chicago Bar Association.

Before joining the firm as an associate, Mr. Durkin worked at the firm as a legal clerk beginning in 2004.

Mr. Durkin currently resides in Elmwood Park.

Municipal Client List/References

STORINO, RAMELLO & DURKIN
Municipal Client List

General Corporate Counsel:

Bartlett Fire Protection District

234 North Oak Avenue
Bartlett, IL 60103

Mr. Donald Wisniewski, President (630) 837-6404

Village of Brookfield

8820 Brookfield Avenue
Brookfield, IL 60513

Mr. Michael J. Garvey, Village President (708) 485-7344

Mr. Riccardo Ginex, Village Manager (708) 485-7344

Chicago Heights Park District

1400 Chicago Road
Chicago Heights, IL 60411

Mr. Alex Lopez, Superintendent (708) 755-1351

City of Elmhurst

209 North York Street
Elmhurst, IL 60126

Mr. Scott M. Levin, Acting Mayor (630) 530-3013

Mr. James Grabowski, City Manager (630) 530-3010

Village of Elmwood Park

11 Conti Parkway
Elmwood Park, IL 60707

Mr. Peter N. Silvestri, Village President (708) 452-3923

Mr. Paul Volpe, Village Manager (708) 452-3912

Village of Forest Park

517 Des Plaines Avenue
Forest Park, IL 60130

Mr. Anthony Calderone, Village President (708) 615-6200

Mr. Timothy Gillian, Village Administrator (708) 615-6201

Village of Glendale Heights

300 Civic Center Plaza
Glendale Heights, IL 60139

Ms. Linda Jackson, Village President (630) 260-6000 x5302

Ms. Raquel Becerra, Village Administrator (630) 260-6000 x5331

Municipal Client List
Page Two

Village of Indian Head Park

201 Acacia Drive
Indian Head Park, IL 60525
Mr. Richard S. Andrews, President (708) 246-3137
Mr. Frank Alonzo, Administrator (708) 246-3137

City of Oakbrook Terrace

17W275 Butterfield Road
Oakbrook Terrace, IL 60180
Mr. Tony Ragucci, Mayor (630) 941-8300
Mr. John M. Carpino, City Manager (630) 941-8300

Township of Proviso

4565 Harrison Street
Hillside, IL 60162
Mr. Michael A. Corrigan, Township Supervisor (708) 449-4300

City of Rolling Meadows

3600 Kirchoff Road
Rolling Meadows, IL 60008
Mr. Tom Rooney, Mayor (847) 394-8500

Village of South Barrington

30 South Barrington Road
South Barrington, IL 60010
Mr. Frank Munao, Village President (847) 381-7510
Mr. Mark Masciola, Village Administrator (847) 381-7510

Village of Streamwood

301 East Irving Park Road
Streamwood, IL 60107
Ms. Billie Roth, Village President (630) 837-0200
Mr. Gary O'Rourke, Village Manager (630) 837-0200

Township of Schaumburg

One Illinois Boulevard
Hoffman Estates, IL 60194
Ms. Mary Wroblewski, Township Supervisor (847) 884-0030

Municipal Client List
Page Three

Schiller Park School District 81

4050 Wagner Avenue

Schiller Park, IL 60176

Ms. Kimberly A. Boryszewski, Superintendent (847) 671-1816

Ms. Mary Ann Desecki, President (847) 671-1816

Veterans Park District

800 North 17th Avenue

Melrose Park, IL 60160

Ms. Donna Peluso, Superintendent (708) 343-5270

Village of Westchester

10300 West Roosevelt Road

Westchester, IL 601514

Mr. Sam D. Pulia, Village President (708-345-0020)

Adjudication Hearing Officer:

Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60018
Police Chief Terry Mee (847) 428-4034

Village of Elk Grove
901 Wellington
Elk Grove Village, IL 60007
Mr. George Knickerbocker, Village Attorney (847) 357-4032

Village of Roselle
103 South Prospect Street
Roselle, IL 60172
Police Sergeant John Lawson (630) 980-2000

Village of Rosemont
9501 West Devon Avenue
Rosemont, IL 60018
Police Sergeant Keith Kania (847) 823-1134

Village of Schiller Park
9526 West Irving Park Road
Schiller Park, IL 60176
Police Chief Robert Radak (847) 678-2550

Village of South Barrington
30 South Barrington Road
South Barrington, IL 60010
Deputy Police Chief Ray Cordell (847) 381-7512

Village of Streamwood
401 East Irving Park Road
Streamwood, IL 60107
Police Chief Alan Popp (847) 736-3700

Village of West Dundee
555 South Eighth Street
West Dundee, IL 60118
Police Chief David Sawyer (847) 551-3800

Special Counsel:

Village of Elk Grove Village

901 Wellington

Elk Grove Village, IL 60007

Mr. Craig Johnson, Village President (847) 439-3900

Village of Hanover Park

2121 West Lake Street

Hanover Park, IL 60103

Mr. Rod Craig, Village President (630) 372-4200

Mr. Juliana Maller, Village Manager (630) 372-4200

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2401 South Desplaines Avenue

North Riverside, Illinois 60546

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Village of Palatine

200 East Wood Street

Palatine, IL 60067

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Village of Rosemont

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Rosemont, IL 60018

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City of St. Charles

Two East Main Street

St. Charles, IL 60174

Mr. Donald P. DeWitte, Mayor (630) 377-4445

Mr. Brian Townsend, City Administrator (630) 377-4422

Village of Vernon Hills

290 Evergreen Drive

Vernon Hills, IL 60061

Mr. Roger Byrne, Village President (847) 367-3700

Municipal References

STORINO, RAMELLO & DURKIN

MUNICIPAL REFERENCES

Ms. Arlene Mulder, Village President
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60004
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Mr. Peter N. Silvestri, Village President
Village of Elmwood Park
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Village of Elmwood Park
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Ms. Linda Jackson, Village President
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Mr. Rodney S. Craig, Village President
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Hanover Park, IL 60133
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Mr. Mark Masciola, Village Administrator
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South Barrington, IL 60010
(847) 381-7510

Mr. Roger Byrne, Village President
Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
(847) 367-3700

Relevant Municipal Litigation

STORINO, RAMELLO & DURKIN

RELEVANT MUNICIPAL LITIGATION

Gregory Ernst, Ronald Keyes and Leda Keyes, Plaintiffs v. Officer William Anderson, Officer Peter Canzoneri, Officer Charles Lombardi, Officer Lyle Richmond, Officer Frank Siciliano, Officer Michael Simi, and the Village of Rosemont, Defendants, In the United States District Court for the Northern District of Illinois, Eastern Division, Case No. 02 CV 4884.

Three of the firm's attorneys successfully defended six police officers in a three and one-half week jury trial in the United States District Court for the Northern District of Illinois. The six police officers who had been charged with the use of excessive force, false arrest, battery and defamation. The plaintiffs in the case had sought \$6.5 million in damages. The jury found in favor of the defendant police officers on all of the counts of the complaint. The case arose from an arrest for battery to two of the police officers at the Stevie Nicks concert at the Allstate Arena in 2001. The evidence located and introduced by the firm's attorneys showed that the accuser was an alcoholic and cocaine addict suffering from bipolar disorder, psychosis and hallucinations. The jury found that two of the police officers were falsely accused of sexually molesting one of the plaintiffs. Four of the police officers were working security at the concert. The police officers were represented by Michael K. Durkin, Richard J. Ramello and Angelo Del Marto of the law offices of Storino, Ramello & Durkin. The Village of Rosemont was represented by Peter M. Rosenthal of the firm of Rosenthal, Murphey & Coblentz.

Grand Avenue Railroad Relocation Authority, a unit of local government, Plaintiff, vs. Michael De Francesco, Franco De Francesco, Bank One, N. A., Power Transmissions, Inc., an Illinois corporation, doing business as Universal Transmission Specialists, Larry Weinbrecht, doing business as Manny's Towing and Maria Pappas, Cook County Treasurer and Ex Officio Cook County Collector, Defendants, in the Circuit Court of Cook County, Illinois, County Department, Law Division, Case No. 02-L-051632

The firm represented the Grand Avenue Railroad Relocation Authority in the acquisition of forty-two (42) parcels in fee simple, thirteen (13) permanent easement parcels and fifty-five (55) temporary easement parcels for the relocation of the Indiana Harbor Belt Railway and the construction of a railroad grade separation in Franklin Park, Illinois. The total project cost exceeds thirty-five million dollars. The firm acquired forty-four (44) parcels by commencement of eminent domain proceedings utilizing, when required, the authority's "quick take" powers. A week long jury trial by one of the firm's attorneys in the Circuit Court of Cook County, Illinois to determine final just compensation on a parcel resulted in a jury verdict of \$110,000.00 which was \$25,000.00 less than the "quick take" award.

Village of Franklin Park, Illinois, Petitioner, vs. Indiana Harbor Belt Railroad Company, Soo Line Railroad Co., Wisconsin Central, Ltd., and State of Illinois Department of Transportation, Respondents, Grand Avenue Railroad Relocation Authority, Intervenor. Petition for an Order Regarding a Separation of Grades and of a Bridge Carrying the Tracks of the Indiana Harbor Belt Railroad Company, Soo Line Railroad Company, Wisconsin Central, Ltd., over an Underpass at Grand Avenue in the Village of Franklin Park, Cook County, Illinois. Illinois Commerce Commission Docket No. T90-0022

The firm also represented the Grand Avenue Railroad Relocation Authority in a petition before the Illinois Commerce Commission seeking authority and funding to close seven at-grade railroad crossings, relocate of the Indiana Harbor Belt Railway and the construction of a railroad grade separation in Franklin Park, Illinois. The petition resulted in an award of fourteen million dollars, the second largest amount ever awarded by the Illinois Commerce Commission for a grade separation project.

Brennan v. Kolman, Illinois Appellate Court, First District, Case No. 1-02-2903.

Based upon our firm's extensive experience in election law matters, plaintiffs retained our services to defend against a petition challenge. Our attorneys successfully represented individuals who sought to have a "back door" referendum placed on the ballot in Brookfield, Illinois. The Village of Brookfield distributed the petition form to our clients, who relied upon the form of the issued petition in obtaining sufficient signatures to have certain bond measures placed upon the ballot. The Village then objected to the form of petition they created. In expedited proceedings, our attorneys prevailed before the local electoral board, and also prevailed before the Circuit Court of Cook County.

The Village of Brookfield appealed to the First District Appellate Court. The Court held that the back door referenda petitions were sufficient to comply with Election Code despite the Village's objections to the location of the circulators' signatures, and despite the allegation that the circulators' affidavit failed to include language that the signatories were registered voters of Village. It further held that the Village was required to provide petition form and that the Village is estopped from claiming errors caused by its form. Based upon our arguments, this case greatly expanded election law in Illinois on the issue of "substantial compliance with the Election Code" and the imposition of estoppel against public entities who distribute deficient petition forms. The referenda items appeared on the November, 2002 ballot, and the voters of Brookfield defeated both measures.

Habitat for Humanity, Inc. v. Village of Glendale Heights; U.S. District Court, Northern District of Illinois, Eastern Division, Case No. 98 C 7471

The firm's attorneys successfully defended the Village of Glendale Heights against DuPage Habitat for Humanity's constitutional challenge to an Option Agreement and Right of First Refusal, which gave the Village of Glendale Heights the right to purchase certain lots owned by DuPage Habitat and targeted for low-income housing. Essentially, the Right of First Refusal and Option Agreement allowed DuPage Habitat to build four

homes within a single subdivision of Glendale Heights and gave the Village the right to purchase the remaining lots owned by DuPage Habitat within a limited time period. The Village of Glendale Heights stood by the Agreement and issued four building permits to Habitat, and Habitat constructed homes on all four of the lots. When the Village attempted to exercise its right to purchase the remaining lots pursuant to the Agreement, Habitat refused and filed suit in federal court claiming that the Option Agreement was unconstitutional and unenforceable.

On May 21, 2002, Judge Darrah, Federal District Court Judge of the Northern District of Illinois, rendered a decision vindicating the Village of Glendale Heights' actions and upheld the constitutionality of the Right of First Refusal and Option Agreement. Specifically, Judge Darrah held that the Village of Glendale Heights has a legitimate government interest in limiting the concentration of low-income housing and promoting scattered site housing. Likewise, the Village's exercise of its Option to purchase the remaining lots pursuant to the Agreement was also found to be done in furtherance of the Village's goal of limiting the concentration of low-income housing. Accordingly, the Court found the Option Agreement both constitutional and enforceable.

Mario and Alexandra Carini v. Village of Elmwood Park, John F. Litrenta Jr., and Russell Macchione, Circuit Court of Cook County, Case No. 98 CH 10672.

The firm successfully defended an attack on the constitutionality of one of the zoning ordinances of the Village of Elmwood Park which had increased minimum lot width requirements in an area of the Village which had been developed with larger-sized lots.

In *Carini v. Village of Elmwood Park, et al.*, Plaintiffs filed a complaint for declaratory judgment and a writ of mandamus against the Village of Elmwood Park and certain Village officials seeking to declare unconstitutional, as applied, one of the bulk regulations of the Village's zoning ordinance, which dealt with minimum lot widths. Specifically, Plaintiffs' cause of action arose from the passage of an ordinance in 1996 which created a new R-1A zoning district and increased minimum lot widths from 30 ft. to 50 ft. in a residential area of the Village, inclusive of Plaintiffs' property. Plaintiffs, the owners of an 80-ft. parcel of property since 1977, alleged that the establishment of the R-1A zoning district had the effect of prohibiting Plaintiffs from constructing a second residence on a portion of their property and was therefore unconstitutional as applied to Plaintiffs. Plaintiffs requested that the Court declare unconstitutional, as applied, that portion of the zoning ordinance which established the minimum lot width requirement. In addition, Plaintiffs requested that the Court issue a writ of mandamus to compel Defendants to issue a building permit for the construction of a residence on a 30-ft. wide portion of their property.

On May 16, 2001, after a five day bench trial, Circuit Court Judge Robert V. Boharic granted judgment for the Village of Elmwood Park and upheld the validity of the Village's ordinance that restricted development of smaller lots in the R-1A District of the Village.

Robert Knepple v. David Sanders, Edward Petrak, Herbert Livermore and the Village of Brookfield, U.S. District Court, Northern District of Illinois, Eastern Division, Case No. 99 C 2314.

In another recent victory by our firm's attorneys, we defended a Section 1983 Civil Rights claim brought against the Village of Brookfield, its Chief of Police and two police officers. The plaintiff, a Brookfield resident, claimed that the defendants violated his constitutional rights, and that he suffered physical and emotional injuries as a result of the use of alleged excessive force. Our attorneys defended the officers, who faced the risk of being held individually liable for punitive damages. On July 2, 2001, following a five day trial, a jury returned a verdict in favor of all of the defendants.

The Village of Glendale Heights v. Intergovernmental Risk Management Agency, Circuit Court of the Eighteenth Judicial Circuit, Case No. 99 MR 0854.

This action sought a declaratory judgment and attorneys' fees on behalf of the Village of Glendale Heights against the Intergovernmental Risk Management Agency for the denial of insurance coverage in an action brought against the Village under the federal Civil Rights Act. While the firm strives to maintain a solid working relationship with its municipal clients' insurance providers, we recognize that our primary duty is to the client in assuring that coverage that has been purchased is honored by the provider. The firm's attorneys prosecuted an appeal of the denial through the internal appeal procedure of the Intergovernmental Risk Management Agency. The institution and prosecution of the action in the circuit court resulted in the Intergovernmental Risk Management Agency reversing its decision to deny coverage and the payment of the Village's attorneys' fees. The agency also amended its member coverage policies in response to this action.

Hartz Construction Company, Inc. v. Village of Glendale Heights, Circuit Court of the Eighteenth Judicial Circuit, Case No. 98 MR 370.

Hartz Construction Company, Inc., a real estate developer, sued the Village of Glendale Heights contending that the Village breached various development agreements it had entered into with Hartz. The action sought money damages in excess of \$1.3 million, which was supported by evidence admitted at trial. Prior to trial, however, the Village offered in settlement Tax Increment Financing (TIF) assistance in an amount in excess of \$900,000. Hartz refused. The firm's attorneys successfully defended the Village at trial. On May 3, 2000, following a bench trial, DuPage Circuit Court Judge Bonnie Wheaton granted a directed verdict in favor of the Village, and provided no money damages to Hartz.

Village of Franklin Park v. Angelo Rossi d/b/a Rossi Contractors, Commuter Rail Division of the Regional, Transportation Authority d/b/a METRA the Soo Line Railroad Company d/b/a CP Rail System, Circuit Court of Cook County, County Department, Chancery Division, Case No. 99 CH 5565.

This action in Interpleader was brought on behalf of the Village to successfully conclude the conflicting claims of the Village, the general contractor, a subcontractor, METRA and CP Rail System resulting from the settlement of a railroad track bed caused by the installation of a sewer line beneath the rail bed. This action resulted in a release of liability of the Village from all claims and the recovery of all attorneys' fees incurred by the Village in bringing the action.

Cable Television and Communications Association of Illinois and Time Warner - Advance/Newhouse Partnership v. Ameritech Corporation and the Village of Glendale Heights, 288 Ill. App. 3d 354, 223 Ill. Dec 712 (2nd Dist., 1997).

Our firm's attorneys negotiated on behalf of the Village of Glendale Heights, the first competitive nonexclusive cable television franchise agreement in Illinois with Ameritech New Media, Inc. The Cable Television and Communications Association of Illinois, an association of cable television companies holding existing cable television franchises in Illinois and Time Warner - Advance/Newhouse Partnership, the existing franchisee in Glendale Heights, sued Ameritech and the Village of Glendale Heights to void the grant of the competitive cable television franchise to Ameritech. The claim against the Village, alleging violations of state and federal statutes, sought declaratory and injunctive relief. The firm's attorneys persuaded the trial court to dismiss the Association's complaint. The Second District Appellate Court affirmed the lower court's dismissal.

Bill Russ v. Louis A. Hoffman, the Village of Brookfield Municipal Officers Electoral Board and the Office of the Cook County Clerk, 288 Ill. App. 3d 281, 224 Ill. Dec 204 (1st Dist, 5th Div. 1997).

Attorneys of the firm successfully defended the Village of Brookfield Municipal Officers Electoral Board's decision sustaining the objections to the nomination papers of a candidate for Village president. Based upon arguments advanced by the Village of Brookfield Municipal Officers Electoral Board, the trial court affirmed the electoral board's decision. The First District Appellate Court dismissed the appeal.

Mildred Ludicky v. Village of Brookfield, Circuit Court of Cook County, County Department, Chancery Division, Case No. 95 CH 5072.

This administrative review, mandamus and declaratory judgment action involving the Village of Brookfield sought to overturn the denial of a zoning variance. The firm's extensive land use experience assured a successful defense of the Village's zoning ordinance and Board's zoning variation denial. Judgment was entered against the plaintiff and in favor of the Village.

Village of Glendale Heights v. Old Kent Bank Trust No. 88-829, Cosentino's Capriccio Restaurant, Inc., Circuit Court of the Eighteenth Judicial Circuit, Case No. 93 CH 997.

This action for an injunction was brought to prohibit the opening of a "gentlemen's club" in the Village of Glendale Heights. The firm's attorneys successfully persuaded the trial court to issue an injunction prohibiting the opening of the club. The attorneys then simultaneously defended and rewrote the Village zoning ordinances to withstand the defendants' constitutional first amendment challenge. Our firm successfully defended the injunction on appeal (Illinois Appellate Court, Second District, Case No. 2-93-1420), and the club was never opened within the Village.

Village of Streamwood v. Village of Schaumburg, LaSalle National Bank Trust No. 110571, Chicago Title & Trust Company Trust No. 1087832 and ILAP Realty Ofarm General Partnership, Circuit Court of Cook County, County Department, Chancery Division, Case No. 86 CH 3238.

This case involved an action for declaratory judgment to declare unconstitutional certain annexation and zoning ordinances which authorized the development of a mixed use development of an unincorporated parcel of real estate contiguous to the Villages of Streamwood and Schaumburg in the general location of Barrington and Schaumburg Roads, and an injunction to prohibit the development. The institution of the action resulted in substantial changes to the development, removing its objectionable characteristics through a settlement agreement.

Labor and Employment Law

DESCRIPTION OF LEGAL SERVICES REGARDING LABOR AND EMPLOYMENT LAW

The firm of Storino, Ramello & Durkin has been involved in representing municipal and other public employers in labor relations matters since its inception in 1987. The firm is comprised of attorneys that have experience ranging across the wide gamut of areas concerning public sector labor relations. The attorneys employed by the firm have handled all aspects of litigation and arbitration matters, as well as participated in numerous collective bargaining negotiations.

Michael K. Durkin, a partner in the firm, has represented numerous public employers in the field of labor relations since 1982. Mr. Durkin is involved in all aspects of labor relations, including collective bargaining and labor relations litigation. Mr. Durkin has litigated arbitration hearings and matters before the Illinois Labor Relations Board. Mr. Durkin has served as chief negotiator for more than twenty bargaining units, while representing the interests of the employer.

In addition to collective bargaining matters, the firm has represented municipal clients in representation hearings before the Illinois Labor Relations Board, as well as hearings resolving unfair labor practice charges. The firm has represented employers in numerous grievance arbitration hearings. The firm has served as legal counsel to various boards of fire and police commissioners in the State of Illinois, concerning discipline and discharge hearings, and has also prosecuted charges pending before such commissions.

Mr. Durkin has successfully defended numerous unfair labor practice charges before the Illinois Labor Relations Board. Those ULPs included matters concerning subcontracting and promotion issues. In addition, the firm has been successful in having the Executive Director for the Illinois Labor Relations Board dismiss several unfair labor practice charges, without the need of proceeding to a hearing.

Mr. Durkin has negotiated in excess of 125 collective bargaining agreements on behalf of public employers. Mr. Durkin has served as chief negotiator in each of those negotiations. Included in those negotiations are bargaining units involving Section 14 employees, which required proceeding through mediation and the interest arbitration processes.

The firm has participated in collective bargaining negotiations with the IAFF, AFSCME Council 31, SEIU Locals 1 and 73, Teamsters Locals 726 and 705, Operating Engineers Local 150, the FOP Labor Council, MAP, ICOPS and various IEA-NEA locals. The relationships that have been developed between the firm and those labor unions can best be described as one of mutual respect. Over the years, the firm and those unions have enjoyed a healthy competitiveness, marked by the firm's reputation of representing its clients vigorously, but fairly.

The firm also has advised public and private employees regarding all aspects of employment issues, including disciplinary matters, promotion issues, the promulgation and modification of personnel policies, and issues concerning compensation and/or benefits.

RESOLUTION NO. 13 - R - _____

A RESOLUTION APPOINTING THE VILLAGE ATTORNEY
AND TO APPROVE AND AUTHORIZE THE MAYOR AND VILLAGE CLERK
TO EXECUTE A LEGAL SERVICES AGREEMENT -
STORINO, RAMELLO & DURKIN

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) authorizes the Village President, by and with the advice and consent of the Board of Trustees, to appoint a Village Attorney to carry into effect the powers conferred upon municipalities; and

WHEREAS, the Village President with the advice of the Board of Trustees of the Village has determined that it is necessary, proper and in the best interest of the Village to appoint Storino, Ramello & Durkin as Village Attorney; and

WHEREAS, the corporate authorities of the Village deem it desirable and in the best interest of the Village to enter into a Legal Services Agreement with Storino, Ramello & Durkin to provide for the compensation, terms and conditions of the appointment.

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

Section 1: The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. The Village President hereby appoints Storino, Ramello & Durkin as Village Attorney subject to the consent of the Board of Trustees.

Section 3. The Board of Trustees do hereby consent to the appointment of Storino, Ramello & Durkin as Village Attorney.

Section 4: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Legal Services Agreement with Storino, Ramello & Durkin to provide the

compensation, terms and conditions of its appointment as Village Attorney.

Section 5: The Village President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized to attest on behalf of the Village the Legal Services Agreement for the Village Attorney of the Village, a copies of which is attached hereto marked as Exhibit "A".

Section 6: This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED AND APPROVED on this 28th day of May, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) effective this 28th day of May, 2013, by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the “Village”), and the law firm of Storino, Ramello & Durkin, an Illinois partnership (hereinafter referred to as the “Attorneys”).

WHEREAS, the Attorneys have been appointed by the Village President, with the advice and consent of the Board of Trustees, as Village Attorney of the Village; and

WHEREAS, the corporate authorities of the Village deem it desirable and in the best interest of the Village to enter into this Agreement with the Attorneys to provide for the terms and conditions of that appointment;

NOW, THEREFORE, IT IS MUTUALLY AGREED between the Village and the Attorneys, as follows:

1. The Village employs the services of the Attorneys as Village Attorney of the Village until such time as the services of the Attorneys are terminated as provided herein and the Attorneys successor is appointed and qualified, provided however that this Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective date of the appropriation, but shall be renewed annually thereafter upon appropriation therefor having been made. The Village’s obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment’s being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Attorneys notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

2. The Attorneys shall provide legal services to the Village, as required by Chapter 9 entitled, “Attorney” of Title 1 entitled, “Administrative” of the Willowbrook Municipal Code, which services include the following:

A. The prosecution or defense any and all suits or actions at law or equity to which the Village may be a party, or in which it may be interested, or which may be brought against, or by, an officer of the Village on behalf of the Village, or in the capacity of such person as an officer of the Village.

B. The full enforcement of all judgments, decrees or awards rendered or entered in favor of the Village and all similar interlocutory orders.

C. Serving as the legal advisor of the Village and the rendering of advice on all legal questions affecting the Village, whenever requested to do so by any elected Village official or the presiding officer of any official board or commission and upon specific request by any such person, reduction of any such opinion to writing.

D. Prosecuting to completion of all special assessment proceedings and condemnation proceedings.

E. Drafting or supervising the drafting, and/or the approval as to form any contract, lease or other document or instrument to which the Village may be a party.

F. Drafting of ordinances covering any subjects, as required.

G. Performance of such duties or special service which the President and the Board of Trustees may require.

H. Attendance of those meetings of the Board of Trustees as so directed by the President and Board of Trustees, and of official boards, commissions and committees of the Village on occasion and as may be directed from time to time by the President and Board of Trustees.

I. Providing labor and collective bargaining services as requested by the Village.

J. Providing such other and further legal services as the corporate authorities may from time to time direct.

3. Nothing in this Agreement shall be construed as prohibiting the corporate authorities from employing or authorize the Attorneys to employ additional counsel to aid the Village in its affairs whenever the corporate authorities deem it necessary or expedient.

4. The Attorneys shall cooperate with the Village President and Board of Trustees of the Village, its staff and its consultants, and, subject to the general direction of the corporate authorities, shall meet with staff members and consultants during normal business hours or otherwise, as shall be mutually convenient, whenever such meetings are necessary for the conduct of Village business.

5. The Village shall assist and cooperate with the Attorneys and shall promptly supply such information, documentation and persons as may be requested by the Attorneys to permit the Attorneys to effectively advocate the Village's interests.

6. Any documents, data, records, or other information relating to the legal representation of the Village and all information secured by the Attorneys from the Village in connection with the performance of legal services, unless in the public domain or unless disclosure is required by law, shall be considered attorney-client privileged, when applicable, and kept confidential by the Attorneys. The information shall not be made available to third parties without written consent of the Village, unless so required by valid court order.

7. The Attorneys shall maintain all records relating to the performance of its services under this Agreement which would be subject to inspection and copying under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. The Attorneys shall cooperate fully with the Village with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*) by providing full access to and copying of all relevant non-exempt records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

8. Current communication technology, including, but not limited to, cellular telephones, electronic mail and facsimile transmission, contains certain inherent security risks that the information will be intercepted by third parties with no right to hear or see it. Unless otherwise notified by the Village, the Attorneys will use current communication technology to communicate with the Village with the understanding that by agreeing to the use of any means of communication other than in-person private meeting or two-way (as opposed to multi-party) land line telephone conversations, the Village will be giving its consent to, and accepting any risks of disclosure of, confidential information to third parties that may be attendant upon the use of those means of communication.

9. This Agreement shall not require the Attorneys to render services for:

A. Litigation to the extent that the Village is insured for its liability in such litigation and the contract for insurance assigns to the insurance carrier the right to appoint attorneys for the Village;

B. Litigation in courts other than the state courts of Illinois, the United States District Court for the Northern District of Illinois, the United States Court of Appeals for the Seventh Circuit and the United States Supreme Court;

C. Prosecution of all ordinance violations and appeals thereof to which the Village may be a party, or in which the Village may be interested, and presiding over the hearings contesting any vehicular standing and parking violations, vehicle compliance violations and automated traffic law violations; and

D. Matters which the services for a specific job require other or additional attorneys and the corporate authorities employ an attorney or attorneys for the specified matter.

However, the Attorneys may be retained to render such services by separate agreement with the Village.

10. The Village shall compensate the Attorneys for such legal services as follows:

A. At the hourly billing rates set forth in Exhibit "A" for services rendered to the Village as invoiced by the Attorneys to the Village from time-to-time. The rates set forth in Exhibit "A" shall not be changed for a period of one (1) calendar year from the date of this Agreement;

B. For bond issues, tax increment financing districts, redevelopment districts, special service areas or other legal matters to the extent that payment of fees for such legal services are derived from sources other than Village general revenues, the Attorneys may, by separate agreement, provide legal services at flat fees, percentage fees or contingent fees as may be appropriate for the particular circumstances.

C. Reimbursement of cash expenditures advanced and expenses incurred by the Attorneys on behalf of the Village, as invoiced by the Attorneys to the Village from time-to-time. Expert witnesses and other consultants retained on behalf of the Village will only be retained by prior authorization of the Village Administrator. When significant or out of the ordinary third-party invoices are received (e.g., expert witnesses, consultants, special studies, extensive court reporter or filing fees) the charge will be forwarded to the Village for direct payment. Categories of typical expenditures and expenses and the basis on which the Village will be billed are set forth in Exhibit "B";

D. Upon the termination of this Agreement, any extension of this Agreement, or any successor agreement, the Attorneys shall provide for the orderly transition and tendering of information to the successor-attorneys. The Attorneys shall be entitled to receive the hourly compensation set forth in this Agreement, for the time expended tendering and transferring information to the successor-attorneys; and

E. Itemized statements of legal services and disbursements will be sent to the Village Manager with a copy to the Finance Coordinator monthly either by United States mail or electronic mail in "pdf" format. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

11. The Attorneys shall maintain professional liability insurance applicable to the services rendered to the Village.

12. In the event that legal services excluded from this Agreement are required by the Village, the Attorneys shall either assume the duty and responsibility for such services at a mutually agreed fee, or the Attorneys shall recommend competent attorneys to assume the duty and responsibility for such services at a mutually agreed fee.

13. The Attorneys shall function hereunder as independent contractors and not as employees of the Village.

14. All reports, documents, data and other material constituting the work product of the Attorneys hereunder shall become the property of the Village, subject to the applicable attorney's lien. Title thereto, free of such lien, shall transfer to the Village following payment in full of any sums due to the Attorneys. The Attorneys, however, shall have the right to maintain for their own files and use copies of such reports, maps, documents, and other materials constituting the Attorneys' work product.

15. The Attorneys shall submit to the Village a certification, attached hereto as Exhibit "C" that the Attorneys:

A. Are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

B. Are not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

C. Are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

D. Are not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

E. Will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Attorneys' workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Attorneys' policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph 15(E)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under subparagraph 15(E)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

F. Provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

G. Certify that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Section 1-12-3.2 of the Willowbrook Municipal Code, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

H. Have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Section 1-12-3.2 of the Willowbrook Municipal Code, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

I. Certify that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Attorneys; or, if the Attorneys' stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Attorneys, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Attorneys have disclosed to the Village in writing the name(s) of the holder of such interest;

J. Nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

K. Its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

L. Are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

16. In the event of the Attorneys' non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Human Rights Commission, the Attorneys may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Attorneys shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;

B. If the Attorneys hire additional employees in order to perform this Agreement or any portion of this Agreement, the Attorneys will determine the availability (in accordance with the Illinois Human Rights Commission's Rules and Regulations) of minorities and women in the areas from which the Attorneys may reasonably recruit and the Attorneys will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

C. In all solicitations or advertisements for employees placed by the Attorneys or on the Attorneys' behalf, the Attorneys will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service;

D. Will send to each labor organization or representative of workers with which the Attorneys has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Attorneys' obligations under the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Attorneys in their efforts to comply with the Illinois Human Rights Act and Illinois Human Rights Commission's Rules and Regulations, the Attorneys will promptly notify the Illinois Human Rights Commission and the Village and will recruit employees from other sources when necessary to fulfill its obligations under this Agreement;

E. Submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Human Rights Commission or the Village and in all respects comply with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

F. Permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

G. Include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of this Agreement's obligations are undertaken

or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Attorneys will be liable for compliance with applicable provisions of this clause by subcontractors; and further the Attorneys will promptly notify the Village and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Attorneys will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

H. Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Attorneys (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Employment Opportunity clause, and that the Attorneys will retain such certifications in its files.

17. Changes and amendments to this Agreement shall only be made in writing and by amendment to this Agreement. The amendment shall be in contract form and shall be approved by the Village. This Agreement contains all of the terms, provisions, agreements, conditions, and covenants between the parties; and there are no understandings or agreements other than those recited herein.

18. Any notice given hereunder shall be in writing and transmitted via the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via email, with a confirming fax or overnight delivery addressed to the proper party as follows:

A. If to the Village:

Village of Willowbrook
Attention: Mr. Tim Halik, Village Administrator
7760 Quincy Street
Willowbrook, Illinois 60527

B. If to the Attorneys:

Mr. Donald J. Storino
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

19. When this Agreement becomes effective, it will relate back to the day the appointment of the Attorneys as Village Attorney, Village Prosecutor and Administrative Hearing Officers for the Village became effective. This Agreement may be terminated by the Village upon removal or resignation of the Attorneys from the offices of Village Attorney, Village Prosecutor and Administrative Hearing Officers or by the expiration of the term of the current Village President of the Village of Willowbrook and the appointment and qualification of their successor. The Attorneys shall have the right, if in their sole judgment they believe such action is necessary or appropriate, to withdraw as attorneys representing the Village in any matter, without terminating this Agreement or may elect to terminate this Agreement, if the Village fails to meet its obligations under this Agreement, refuses to cooperate with the Attorneys, refuses to follow the legal advice provided by the Attorneys on a material matter or under any other circumstances in which the Attorneys' professional or legal responsibilities or obligations mandate or permit termination. The Attorneys shall give thirty (30) days' written notice to the Village. The Village shall cooperate and facilitate the withdrawal by retaining a substitute attorney. Provided that the Attorneys are ethically able to do so, at the sole option of the corporate authorities, all obligations under this Agreement shall continue until a successor attorney is retained but in no event more than sixty (60) days after the effective termination date as set forth in the notice. If this Agreement is terminated for any reason, the termination shall be effective only to terminate the Attorneys' services prospectively, and all other terms of this Agreement, including the Village's obligation to compensate the Attorneys for legal services rendered and expenses incurred prior to the termination shall survive the termination.

20. This Agreement shall be deemed to be exclusive between the Village and the Attorneys. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

21. This Agreement shall be governed by the laws of the State of Illinois.

22. The illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of this Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

23. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

24. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

25. The Attorneys are not advising the Village with respect to this Agreement because the Attorneys would have a conflict of interest in doing so. If the Village desires advice regarding this Agreement, it should seek independent counsel of its choice to do so.

26. Pursuant to Section 3.1-10-30 of the Illinois Municipal Code (65 ILCS 5/3.1-10-30) and Section 1-6-1 of the Village Code of the Village of Willowbrook, the Attorneys shall execute and file with the Village Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the Village in the amount of \$10,000 conditioned upon the faithful performance of the duties of the offices of Village Attorney, Village Prosecutor and Administrative Hearing Officers of the Village and the payment of all monies received by the Attorneys, according to law and the ordinances of the Village. The security of the bond is hereby approved by the Village. Pursuant to Section 1 of the Official Bond Payment Act (5 ILCS 270/1), the Village shall pay the full cost of the bond. The Intergovernmental Risk Management Agency shall provide such bond, if the agency is willing to provide such bond and the Village continues to be a member thereof. Should the Intergovernmental Risk Management Agency be unwilling to provide such bond or if the Village discontinues membership in the Intergovernmental Risk Management Agency, the Village shall arrange for the issuance of an official bond for the Attorneys.

27. The Certificate of Appointment of the Attorneys as Village Attorney of the Village is attached hereto as Exhibit "D" and made a part hereof.

28. The Oath of Office of the Attorneys as Village Attorney of the Village is attached hereto as Exhibit "E" and made a part hereof.

31. The Warrant of Commission of the Attorneys as Village Attorney of the Village is attached hereto as Exhibit "F" and made a part hereof.

IN WITNESS WHEREOF the parties have executed this Agreement at Willowbrook, Illinois, the date and year first above written.

STORINO, RAMELLO & DURKIN

VILLAGE OF WILLOWBROOK

By: _____
Donald J. Storino, Partner

Frank A. Trilla, Village President

Attest:

Leroy R. Hansen, Village Clerk

EXHIBIT "A"

Hourly Billing Rates

Attorneys

Village Attorney

Village Prosecutor

Administrative Hearing Officer

Rates

\$175.00 per hour

\$175.00 per hour

\$175.00 per hour

Staff

Paralegal Services

Law Clerk Services

Senior Legal Intern Services

Legal Intern Services

\$ 75.00 per hour

\$ 75.00 per hour

\$125.00 per hour

\$ 95.00 per hour

EXHIBIT "B"

Schedule of Typical Expenses and Disbursements

Computer Research Charges (Lexis/Westlaw)	Standard Lexis/Westlaw Charges + Administrative Fee
Court and Administrative Agency Filing Fees	At Cost
Court Reporter Fees and Transcripts	At Cost
Exhibits	At Cost
Messenger Service	At Cost
Expert Witness Fees	At Cost
Outside Consultants	At Cost
Photography	
■ In House	\$12.00 per photograph (un-mounted)
■ Outside Service	At Cost
Postage	
■ Regular Mail	No Charge
■ Certified Mail	At Cost
■ Express/Overnight Mail	At Cost
Printing	At Cost
Reproduction/Copying Charges	
■ In House	\$0.10 per page
■ Outside Service	At Cost
Telephone	
■ Local	No Charge
■ Long Distance	No Charge
Local Travel	
■ Automobile	Standard IRS Mileage Rate
■ Parking	At Cost
■ Tolls	At Cost
Travel Outside Chicago Metropolitan Area	At Cost
■ Transportation	At Cost
■ Lodging	At Cost
■ Meals	
Comb Binding	\$10.00
Velo Binding	\$15.00

EXHIBIT "C"

ATTORNEYS' CERTIFICATION

The certifications hereinafter made by Storino, Ramello & Durkin (the "Attorneys") are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the "Village") in entering into the Legal Services Agreement with the Attorneys. The Village may terminate the Legal Services Agreement if it is later determined that the Attorneys rendered a false or erroneous certification.

I, Donald J. Storino, hereby certify that I am a partner in the law firm of Storino, Ramello & Durkin, the Attorneys, and as such hereby represent and warrant to the Village that the Attorneys, and its partners holding more than five percent (5%) of the outstanding partnership interests and its associate attorneys are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy; and

(D) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Attorneys hereby represent and warrant to the Village, that the Attorneys:

(A) will provide a drug-free workplace by:

(1) publishing a statement:

(a) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Attorneys' workplace;

(b) specifying the actions that will be taken against employees for violations of such prohibition;

(c) notifying the employee that, as a condition of employment on such contract, the employee will:

- (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) establishing a drug-free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) attorneys' policy of maintaining a drug-free workplace;
 - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) the penalties that may be imposed upon employees for drug violations;
 - (3) making it a requirement to give a copy of the statement required by subparagraph (B)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
 - (4) notifying the Village within ten (10) days after receiving notice under subparagraph (B)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - (5) imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- (B) provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.
- (C) certify that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Section 1-12-3.2 of the Willowbrook Municipal Code, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Section 1-12-3.2 of the Willowbrook Municipal Code, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) certify that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Attorneys; or, if the Attorneys' stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Attorneys, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Attorneys have disclosed to the Village in writing the name(s) of the holder of such interest.

(F) nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(G) its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(H) are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by the Attorneys or term or condition in this contract changes, the Attorneys shall notify the Village in writing within seven (7) days.

Dated: May 28, 2013

STORINO, RAMELLO & DURKIN

By: _____
Donald J. Storino, Partner

STATE OF ILLINOIS)
) *ss.*
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Donald J. Storino, known to me to be a partner of the Attorneys, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: May 28, 2013

Notary Public

EXHIBIT "D"

STATE OF ILLINOIS)
COUNTY OF DUPAGE) **ss.**
VILLAGE OF WILLOWBROOK, ILLINOIS)

CERTIFICATE OF APPOINTMENT

TO: Leroy R. Hansen, Village Clerk

I, Frank A. Trilla, Village President of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that the law firm of Storino, Ramello & Durkin, has been duly appointed by me with the advice and consent of the Board of Trustees on the 28th day of May 2013 to the office of Village Attorney of the Village of Willowbrook, Illinois, effective this date for a term not to exceed that of the current Village President of the Village of Willowbrook and until their successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this 28th day of May 2013.

Frank A. Trilla, Village President of the
Village of Willowbrook, Illinois

EXHIBIT "E"

Village of Willowbrook, Illinois

Oath of Office

I, Donald J. Storino, as a partner of Storino, Ramello & Durkin, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Village Attorney of the Village of Willowbrook to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this 28th day of May 2013.

Storino, Ramello & Durkin

By: _____
Donald J. Storino, Partner

EXHIBIT "F"

**WARRANT OF COMMISSION
FOR THE OFFICE OF VILLAGE ATTORNEY
OF THE VILLAGE OF WILLOWBROOK, ILLINOIS**

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.
VILLAGE OF WILLOWBROOK, ILLINOIS)

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Frank A. Trilla, Village President of the Village of Willowbrook, DuPage County, Illinois, a municipal corporation, hereby certify that the law firm of Storino, Ramello & Durkin, having been duly appointed by me with the advice and consent of the board of trustees on the 28th day of May 2013, is hereby commissioned by this warrant to assume the duties of Village Attorney, on behalf of the Village of Willowbrook, Illinois, effective this date for a term not to exceed that of the current Village President of the Village of Willowbrook and until its successor shall have been duly appointed and qualified, and is hereby fully authorized and empowered to assume and perform all the duties of said office according to law and the ordinances of this Village.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this 28th day of May 2013.

Frank A. Trilla, Village President of the
Village of Willowbrook, Illinois

[Seal]

Leroy R. Hansen, Clerk of the
Village of Willowbrook, Illinois

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT
A PROPOSAL FOR VILLAGE PROSECUTORIAL REPRESENTATION SERVICES –
LAW OFFICES OF THOMAS J. BRESCIA

AGENDA NO.

13

AGENDA DATE: 5/28/13

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

SIGNATURE:

T. Halik, Mark Shelton

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE:

Wm Hennessy

RECOMMENDED BY: Mayor Frank Trilla

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

Adoption of the attached Resolution will allow the Village to accept a proposal for prosecutorial representation services with Attorney Thomas J. Brescia. Mr. Brescia's services to the Village would commence on June 1, 2013 and include the following:

- Mr. Brescia will prosecute all local ordinance violations and all traffic violations that are heard in Downers Grove Field Court.
- The Village will pay \$175.00 per court session (two hours or less) at the designated Field Court.
- The Village will pay an additional \$140/hour in the event a court session exceeds the original two (2) hours in length.
- The Village will pay \$140.00 per hour for any telephone consultation, research or trial preparation.

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

Mr. Brescia has thirty-three (33) years of experience in municipal prosecutions and currently represents other jurisdictions including Riverside, Berwyn, Indian Head Park, North Riverside, Westchester and Bellwood. Administrator Halik and Chief Shelton met with Mr. Brescia at length on May 7th to review and discuss Willowbrook's local prosecution protocol. At that meeting Mr. Brescia exhibited a thorough understanding of municipal prosecution proceedings, knowledge of current laws, and is familiar with the DuPage County court system. We believe that Mr. Brescia would be effective in representing the Village as our Prosecuting Attorney.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR VILLAGE PROSECUTORIAL REPRESENTATION SERVICES – LAW OFFICES OF THOMAS J. BRESCIA

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to accept a proposal, attached hereto as Exhibit "A" and made a part hereof, for the purpose of obtaining Village prosecutorial representation services from the Law Office of Thomas J. Brescia.

ADOPTED and APPROVED this 28th day of May, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

LAW OFFICES OF
THOMAS J. BRESCIA

801 N. CASS AVENUE
SUITE 201
WESTMONT, ILLINOIS 60559

TELEPHONE
(630) 325-1122

FACSIMILE
(630) 325-2606

May 15, 2013



Honorable Frank Trilla
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

Dear Mayor Trilla:

Enclosed please find my resume of present qualifications and past accomplishments.

In this regard, my current discounted municipal rate for prosecutorial representation is \$175.00 for court sessions two (2) hours or less. Beyond that time parameter, my billable hourly rate is \$140.00 per hour. Additionally, this \$140.00 rate would apply to any and all collateral work, including but not limited to, telephone consultation, research and correspondence.

Lastly, I am available to discuss all aspects of my experience should you be so desirous. Thank you for the opportunity to be considered to represent your most prestigious municipality. With thirty-three (33) years of experience, I am certain I will meet or exceed your expectations.

Warmest Personal Regards,

Thomas J. Brescia

TJB:sv

cc: Timothy J. Halik, Village Administrator

THOMAS J. BRESCIA

1100 Pin Oak Drive
Western Springs, Illinois 60558
(708) 466-2928

Married: Shari Brescia
Children: Tiana and Tiffani

EDUCATION: Northern Illinois University
College of Law
Juris Doctor (1979)

Northern Illinois University
Bachelor of Science (1975)

EXPERIENCE: Law Offices of Thomas J. Brescia
Westmont, Illinois
Private General Practice
(1986- present) (630) 325-1122

Village of Riverside
Riverside, Illinois
Village Prosecutor
(2010-present)

City of Berwyn
Berwyn, Illinois
City Prosecutor
(2009 - present)

Village of Indian Head Park
Indian Head Park, Illinois
Village Prosecutor
(2008- present)

Village of North Riverside
North Riverside, Illinois
Adjudicator, Formal Hearing Officer
(2008 to present)

Lyons Township
Special Police Commission
(2008-present)

Village of Westchester
Westchester, Illinois
Village Prosecutor
(2007 - present)

Thomas J. Brescia
page two

Village of Westchester
Westchester, Illinois
Adjudicator, Formal Hearing Officer
(2006- present)

Village of Bellwood
Bellwood, Illinois
Adjudicator, Formal Hearing Officer
(2007 to present)

Secretary of State
State of Illinois, Department of Administrative Hearings
Prosecutor Formal Hearings
(2000-2001)

City of Chicago,
Department of Law/Traffic Division
Prosecutor, Assistant Corporation Counsel
(1980 - 1985)

REFERENCES: Available upon request

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

RECEIVE AND DISCUSS – PARK & RECREATION COMMISSION
RECOMMENDATION - 2013-2017 COMPREHENSIVE PARK & RECREATION
MASTER PLAN

AGENDA NO.

14

AGENDA DATE: 5/28/13

STAFF REVIEW: Kristin Violante, Supt. of Parks & Rec.

SIGNATURE:

Kristin Violante

LEGAL REVIEW: N/A

SIGNATURE:

N/A

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:

TE Halik

REVIEWED BY COMMISSION:

YES

NO

N/A

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

The DRAFT Comprehensive Park & Recreation Master Plan was presented to the Board of Trustees and the members of the Park & Recreation Commission at a joint meeting held on April 29, 2013. After review and discussion, the Village Board requested that the Park & Recreation Commission consider priorities within the plan and forward comments back to the Village Board, along with a recommendation.

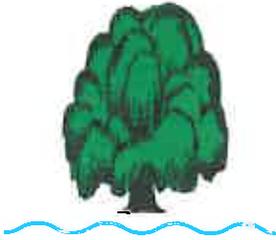
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

At the May 14, 2013 meeting of the Park & Recreation Commission, the DRAFT Master Plan was further discussed. After further review, the consensus of the Commission was to make various changes to the conceptual park and facility planning exhibits and the Capital Improvement Plan (CIP) that the Master Plan included. These changes are itemized on the attached. The Commission also supports the completion of the Waterford Park Renovation Project budgeted for completion in FY 2013/14 and the Willow Pond Park Renovation Project as the recommended candidate for submission of an Open Space Land Acquisition and Development (OSLAD) grant. If approved, this project would be budgeted for completion in FY 2014/15.

The Park & Recreation Commission's recommendation to the Village Board is to adopt the 2013-2017 Comprehensive Park & recreation Master Plan incorporating the changes included on the attached. If the Board is in agreement, a resolution formally adopting the revised Master Plan will be placed on the Board's June 10th meeting for consideration. In addition, a resolution of support for the submission of the Willow Pond Park Renovation Project as an OSLAD grant candidate will also be placed on the agenda for June 10th. This will allow the consultant, Design Perspectives, sufficient time in which to draft the grant, and allow staff to complete the necessary procedures (e.g., required public hearing to receive community feedback on the project) prior to the grant submittal deadline of July 1, 2013.

ACTION PROPOSED:

None at this time. Receive Park & Recreation Commission recommendation and discuss only.



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

MEMORANDUM

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

MEMO TO: Frank Trilla, Mayor
Board of Trustees

MEMO FROM: Richard Cobb, Parks & Recreation Commission

DATE: May 16, 2013

SUBJECT: Proposed changes to draft of the Village of Willowbrook
2013-2017 Comprehensive Park & Recreation Master Plan

At the meeting of the Parks & Recreation Commission held on May 14, 2013, the above was discussed, and by consensus the following proposed changes were made to the conceptual park and facility planning pictures and CIP plan.

Creekside Park

1. Remove soccer field.
2. Add disc golf course around park (add to CIP plan also).
3. Add re-lining of basketball court to CIP plan.
4. Move nature trail construction to 2017+.

Farmingdale Terrace Park

1. Remove straight fence backstop from plan.

Lake Hinsdale Park

1. Keep as is.

Midway Park

1. Add set of bleachers to CIP plan.
2. Move project of 75 car parking lot to 2015.

Prairie Trail Park

1. Remove splash pad.
2. Move fitness stations to the location where splash pad was.



"A Place of American History"

Ridgemoor Park

1. Move sitting garden towards pond.
2. Add nature based pond enhancements to CIP.
3. Add nature based playground where sitting garden originally was (add to 2014 in CIP plan).
4. Add 25 car parking lot (add to CIP plan also).

Roger's Glen Park

1. Add ice skating rink to CIP for 2017+.

Borse

1. Remove disc golf.
2. Add water mister to south side of concession stand with concrete base.
3. Add nature based pond enhancements to pond.

Waterford Park

1. Keep as is.

Willow Pond

1. Remove ice skating loop.
2. Place a couple of water structures where ice skating loop used to be (add to CIP plan also).

Dog Park

1. Add 25 car parking lot (add to CIP plan also).

RC/kv

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 11, 2013 AT 6:00 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Trustee Davi at 6:00 p.m.

2. ROLL CALL

Those present at roll call were Trustee Umberto Davi, Interim Finance Director Carrie Dittman, and Management Analyst Garrett Hummel.

3. APPROVAL OF MINUTES

Minutes of the Regular Meeting of the Finance & Administration Committee held on Monday, January 14, 2013 and Minutes of the Special Joint Meeting of the Municipal Services, Finance & Administration, and Public Safety Committees held on Wednesday, February 13, 2013 were reviewed. Motion to approve made by Trustee Davi. Motion carried.

4. Discussion - Village Employee Flexible Spending Plan - Contract with Discovery Benefits, Inc.

Director Dittman began by explaining the Village's adoption of an Internal Revenue Code Section 125 Cafeteria Plan ("125 Plan") for eligible employees. The plan allows employees to make an annual election to deduct a portion of their payroll check, pre-taxed, to be placed into a separate Flexible Spending Account (FSA). The funds can then be used to pay for eligible medical and dependent care expenses. The Village previously contracted with AFLAC to assist in the program administration of the plan. Last summer, the Village was notified of pending changes to the AFLAC program which would have required the Village to contract with yet another third-party vendor to administer the plan. At the time, the Village Attorney reviewed the draft contract document and noted objectionable language within. Although a meeting was held with AFLAC representatives in an effort to work through the language issues, in January 2013 the Village received notification from AFLAC that their services provided to us would end after February 28, 2013. In order to finish out the plan year for the employees that are currently participating in the program, the Village needed to obtain a new third-party plan administrator. The Village sought proposals from several vendors, and Discovery Benefits, Inc. (DBI) was identified by the Village's current health insurance provider (IPBC). DBI offered the lowest proposal (\$4.90 per participant, with a minimum of \$50 per month) to assist in administration of the program. Trustee Davi inquired if Attorney Hennessy reviewed the document. Director Dittman responded that he did and had no objection to the proposed terms. Director Dittman explained the contract would be voted on at tonight's meeting of the Village Board of Trustees. Trustee Davi stated he supported staff's recommendation to approve the contract.

5. REPORT - Monthly Reports - January & February 2013

The Committee reviewed and highlighted the items below for the months of January & February.

- Payroll = \$325,687 & \$273,907

- Total cash outlay for all Village funds - \$934,883 & \$717,507
- Ave. daily outlay of cash for all Village funds - \$30,158 & \$25,625
- Ave. daily expenditures for the General Fund - \$24,115 & \$18,062 (fiscal year to date average) \$19,359

6. REPORT - Sales Tax, Utility Tax, Income Tax, Places of Eating Tax, Fines, Building Permits, Water Revenues, Hotel Motel Tax and Motor Fuel Tax (year to date through February 2013)

- Sales Tax receipts - \$3,022,390 up 3.47% from the prior year

Director Dittman stated the State of Illinois is considering keeping the increases in income tax over the prior year's amount.

- Income Tax receipts - \$645,315 up 11.61% compared to the prior year

Trustee Davi inquired as to why the Income Tax receipts were coming in so high compared to the budgeted numbers. Director Dittman responded that the budgeted numbers are based on conservative projections made by the Illinois Municipal League (IML).

- Utility Tax receipts - \$960,731 up 0.90% from the prior year
- Places of Eating Tax receipts - \$391,367 up 6.50% compared to the prior year
- Fines - \$119,703 down 10.52% compared with the prior year
- Red Light Fines - Collected \$461,288 down 9.53% compared with the prior year
- Building Permit receipts - \$181,497 up 42.56% compared with the prior year
- Water Sales receipts-\$2,026,558 up 27.73% compared to the prior year
- Hotel/Motel Tax receipts - \$54,416 down 2.23% compared with the prior year
- Motor Fuel Tax receipts \$212,361 down 2.87 % compared with the prior year

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

There were no communications received.

9. ADJOURNMENT

Motion to adjourn was made by Trustee Davi.

The meeting was adjourned at 6:27 p.m.

(Minutes transcribed by: Garrett Hummel, 4/1/13)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 8, 2013 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:00 PM.

2. ROLL CALL

Those present at roll call were Chairman Mike Mistele, Trustee Suzanne Berglund, and Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

After review of the draft minutes from the March 11, 2013 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Proposed Building Code Amendment:

Administrator Halik advised that when the Village Board adopted our latest Building Code in July of 2011, a local amendment was included requiring that tenant separation walls in multi-tenant buildings be constructed as fire rated demising walls rather than merely partition walls between units. Halik advised that the intent of this local amendment was to ensure that the tenant demising walls constructed in strip centers were fire rated since different tenant use types would be located next to each other. The Fire District had also supported this amendment. An unintended result of this amendment was that multi-tenant office buildings would also need to construct rated walls between units that are all office uses. Halik advised that the Village has received a concern from the owners of a local multi-tenant office building. The effect of our local amendment is that, due to the construction of this particular building, designing rated demising walls between same use tenants are difficult to build and thus expensive. It was not the intent of our amendment to require rated fire walls between similar type tenants in a sprinklered building. Staff has held several meetings with the owners of the property in question, and concurs that the condition created by this particular amendment was unintended. We have since reviewed the amendment language and believe that an exception should be added to the section to eliminate the rated demising wall requirement in Use Group B, business, occupancies used primarily for offices. Smoke partition walls would be constructed instead of rated fire walls between office tenants, which is consistent with the requirements of the model codes. The Committee concurred with the staff recommendation. Chairman Mistele also suggested that staff determine whether demising walls need to be added as a defined term.

5. DISCUSSION – Spring Brush Collection Program

Administrator Halik advised that last year, the Village's regular tree maintenance contractor, Mario's Tree Service, completed the Village-wide Spring brush collection program. At that time, as a cost savings measure, the Village performed a curb-side brush chipping program, rather than a curb-side brush collection/grinding program. Therefore, no usable mulch resulted from the program. Since then, the Municipal Services Committee discussed and recommended that the Spring 2013 collection program include a tub grinder component to provide usable mulch to residents and for

use in our parks. Halik advised that staff has solicited proposals from several reputable landscape contractors to perform the typical curb-side chipping program along with completing the tub grinding process. The low proposal for unit prices was received from Mario's Tree Service. Staff anticipates that two chipping crews would be required to work approximately 40 hours time to complete the Spring collection program. Afterwards, the tub grinding is expected to require one full days work. Therefore, the estimated cost of the program, including the grinding component, would be \$14,350. Chairman Mistele asked whether we would need to increase the budgeted amount. Halik advised that he believes the F.Y. 2013/14 Budget includes sufficient funding to conduct both the Spring and Fall Brush Collection Programs. The Committee authorized the proposal from Mario's Tree Service to be placed on the Board's agenda for consideration.

6. REPORT – Municipal Services Department

- a. Administrator Halik shared the monthly permit activity report for March showing that we have taken in about \$19,000 in permit revenue for the month. In total, we have taken in about 182% of our anticipated FY2012/13 budgeted revenue to date.
- b. Administrator Halik shared the water system pumpage report. The report indicates that through March we have pumped about 26 million gallons more this year than we did in the same period last year. Overall we are tracking at about 94.5% of our pumpage projection eleven months into the year, so we're about 3% over our projection.

7. VISITOR'S BUSINESS

(none)

8. COMMUNICATIONS

Chairman Mistele inquired about the water rate increase amount under consideration. Administrator Halik advised that staff had run some additional rate increase scenarios and, based on the cost of known water projects to be completed in the short term, it appears at this time that a 25% rate increase would provide enough funding for those projects and to maintain near our target operating reserve in the Water Fund.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:15 PM.

(Minutes transcribed by: Tim Halik, 5/7/13)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, APRIL 2, 2013, AT THE WILLOWBROOK VILLAGE HALL, 7760 QUINCY
STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Commission Stetina called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Ronald Kanaverskis, Laurie Landsman, Rene Schuurman, and Doug Stetina.

ABSENT: Commissioner Ramona Weigus and (at time of roll call) Chairman Richard Cobb and Commissioner Carol Lazarski.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – MARCH 5, 2013

The Commission reviewed the March 5, 2013 minutes. Commissioner Stetina stated that the date for the Easter Egg Hunt was incorrect and should state Saturday, March 30th.

MOTION: A Motion was made by Commissioner Schuurman and seconded by Commissioner Kanaverskis to approve the March 5, 2013 minutes as amended.

ROLL CALL VOTE: AYES: Commissioners Kanaverskis, Schuurman, and Stetina. NAYS: None. ABSTAINED: Commissioner Landsman. ABSENT: Chairman Cobb, Commissioners Lazarski and Weigus.

MOTION DECLARED CARRIED

***Chairman Richard Cobb and Commissioner Carol Lazarski arrived at 7:05 p.m.

4. REPORTS

A. *Park News in Brief*

2013 Summer Newsletter

Superintendent Violante stated that the summer newsletter is at the printer and should be mailed out within the next two weeks.

2013/2014 Budget

Superintendent Violante stated that the Budget Workshop was held on March 18, 2013. The Parks and Recreation budget was tentatively passed as well as the discretionary item of enhancements at Waterford Park. The budget will be approved by the Village Board at the end of April.

Superintendent Violante stated that Commissioner Lazarski had attended the Workshop and asked if she had any comments. Commissioner Lazarski stated that she did not know about the L.A.F.E.R. fund. Superintendent Violante stated that it has to do with land acquisition. Superintendent Violante will have Village Administrator Tim Halik explain what the L.A.F.E.R. fund is at the upcoming joint meeting between the Village Board and Park & Recreation Commission.

5. OLD BUSINESS

A. Master Plan Update

Superintendent Violante reviewed the Master Plan Draft. She stated that Administrator Halik also forwarded the plan to the Mayor and Board of Trustees for their review. Superintendent Violante asked what dates work with the Commissioners to have a special meeting with the Village Board to go over the plan. Commissioner Schuurman stated to get potential dates from the Village Board and then send to the Commissioners for their availability.

Commissioner Schuurman stated that there is a lot of good work in the master plan but it is missing an executive summary. Commissioner Landsman stated that she is not in agreement with some of the ideas that were brought forth in the plan.

Commissioner Schuurman stated that Tod Stanton should run the presentation to the Park Commissioners before speaking in front of the Village Board. Chairman Cobb stated that the Village Board needs to be aware that the Commissioners are not in complete agreement with everything that is in the Master Plan.

Commissioner Schuurman stated the plan should be presented to the Village Board as the proposed Master Plan as crafted by Design Perspectives as Tod was contracted by the Village Board. The Parks and Recreation Commission will take the information under consideration in this plan and revise it as necessary in the future.

B. Easter Egg Hunt

Superintendent Violante stated there were approximately 120 children at this event. The event was sponsored by Dell Rhea's Chicken Basket and the Kiwanis Club of Willowbrook/Burr Ridge. Walgreens again took photographs. Thanks to Chairman Cobb, and Commissioners Schuurman and Stetina for assisting with the event. Members of the Hinsdale South Key Club volunteered and the Willowbrook Police Cadets provided security.

6. NEW BUSINESS

A. Bikes at Lake Hinsdale Park

Superintendent Violante stated that she received a call from a resident in Lake Hinsdale Tower. He is concerned about the amount of bicycles chained to the bike rack in Lake Hinsdale Park. The resident has stated most of the bicycles are never used or moved and are creating an eye sore.

Superintendent Violante stated that the bike racks belong to the Village. Commissioner Kanaverskis stated he drove past the park on the way to tonight's meeting and there were only four bikes on the racks. Superintendent Violante stated that she has seen numerous bikes in the past. Suggestion was made to not allow overnight bike parking on the racks and post a sign indicating this on the complex bulletin board.

7. CORRESPONDENCE/COMMUNICATIONS

Superintendent Violante included in the packet a letter soliciting sponsorship from the Community Bank of Willowbrook for the summer movie night series.

Superintendent Violante stated she mailed thank you letters to people and organizations who assisted with the Easter Egg Hunt.

Commissioner Stetina stated that Right Fit had contacted him and would like to host an event over the summer.

8. VISITORS' BUSINESS

There was no visitors' business.

9. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Schuurman to adjourn the meeting at the hour of 8:14 p.m.

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,

May 14, 2013

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, APRIL 3, 2013, 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 William Remkus, James Soukup, James Baker, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton and Building Official Roy Giuntoli. ABSENT: Commissioner William Buckley.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting February 6, 2013 (APPROVE)
- C. Minutes – Village Board Meeting February 11, February 25 and March 11, 2013

MOTION: Made by Commissioner Remkus seconded by Commissioner Soukup, to approve the Omnibus Vote Agenda.

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 13-02: Petition for a special use permit and other relief as may be required to allow a 1,640 square foot commercial school (Top Driver) to operator in Unit 13 in the Willow Commons Shopping Center.

PUBLIC HEARING/DISCUSSION – (SEE COURT REPORTER MINUTES)

RECOMMENDATION

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, the special use for a 1,640 square foot driver education school, for automobiles with a “B” plate or below, in space 313 in the Willow Commons shopping center meets the standards for a special use as outlines in the staff report prepared for the April 3, 2013 Plan Commission meeting and deliberated by the Plan Commission; therefore I move that the Plan Commission recommend approval of PC 13-02 subject to the following conditions:

1. The special use granted herein only applies to the 1,640 square feet associated with tenant space 313.

2. Up to two additional "Fire Lane/No Waiting or Parking" signs shall be posted along the curb immediately in front of the premises in locations recommended by the Village of Willowbrook.
3. A maximum of two (2) commercial vehicles are permitted in connection with this use, and must be parked in two (2) of the nine (9) parking spaces closest to the rear door of tenant space 313.
4. The special use shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval by the Village Board.

ROLL CALL: AYES: Commissioners Remkus, Soukup, Baker, Vice Chairman Wagner and Chairman Kopp

5. VISITOR'S BUSINESS

None.

6. COMMUNICATION

None.

7. ADJOURNMENT

MOTION: Made by Commissioner Wagner, seconded by Commissioner Soukup, to adjourn the regular meeting of the Plan Commission at the hour of 8:02 p.m.

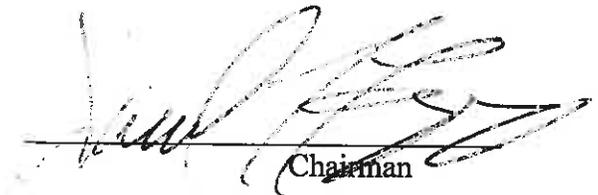
UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

5-1, 2013

Minutes transcribed by Joanne Prible.


Chairman

AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook, which was held on April 8th, 2013 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

CALL TO ORDER

The meeting was called to order at 6:00 p.m.

ROLL CALL

Those present at roll call were Chief Mark Shelton, Deputy Chief Mark Altobella and Trustee Terry Kelly.

1. Reviewed the March 11th, 2013 Public Safety Committee Meeting Minutes.
The Committee approved the March 11th, 2013 Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 03/04/2013-03/31/2013 - Information.
Chief Shelton advised of an increase in shift coverage overtime for the 3:00 p.m. – 11:00 p.m. shift due to an off-duty injury sustained by Officer Chavez-Jimenez.

Chief Shelton advised the Committee that shift coverage overtime will also increase for the month of May and June due to non-duty related procedures for Officer Gaddis and Officer Handzik.
4. Reviewed the Monthly Offense Summary Report for March - Information.
5. Reviewed the Monthly Expenditure Report for March – Information.
6. Reviewed the V.A.P. (Victim Assistance Program) follow-up call responses for March.
7. Reviewed the Letter(s) of Recognition and Appreciation – Information.
 - Officer Dave Gaddis
 - Officer John Handzik
 - Officer Mark Long
 - Officer Ted Kolodziej
 - Officer Scott Eisenbeis
 - Detective Michelle Strugala
 - Detective Lauren Kaspar
8. DISCUSSION ITEMS
 - Cadet Conference Dates
Chief Shelton advised the Committee that the Cadets' State Conference is scheduled for August 2013 in Springfield, Illinois. The Committee was advised that in order for the Cadets to participate in the conference that Cadet Advisors are mandated to attend. This will result in an increase to the shift coverage overtime. The Chief advised that the Cadets contribute numerous hours to the Police Department as well as to the Community of Willowbrook and feel this would be a great opportunity for the Cadets to compete in the competition. The Committee was in agreement with Chief Shelton. Chief Shelton advised he will work with the Cadet Advisors to minimize overtime by using Comp Time and

switching days off to best accommodate the scheduling.

- Update -- New Patrol Officer
Chief Shelton advised the Committee that the new recruit Patrol Officer started the Suburban Law Enforcement Academy on April 8th, 2013.
- Recent Arrests
Deputy Chief Altobella informed the Committee of recent arrests of suspects involved in a "pick pocket" ring. Deputy Chief Altobella advised that the cooperation with Target and their Loss Prevention Officers helped to apprehend the suspects.
- Update -- New Report Writing System
Chief Shelton advised the Committee that the CAPERS report writing/records management system has been installed, training is being conducted and the system is scheduled to go live on April 9th, 2013.
- Scheduling
Chief Shelton advised the Committee that Officers' shifts have been changed, days off have been changed and the Detectives have been scheduled to work weekend shifts in an attempt to maintain shift coverage. Even with the revised schedule, there will still be shift coverage overtime.

9. VISITOR'S BUSINESS*

None

10. ADJOURNMENT

The meeting was adjourned at 6:26 p.m.

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

NEXT MEETING SCHEDULED MAY 13TH, 2013 AT 6:00 P.M.