

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 26, 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. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - August 12, 2013 (APPROVE)
 - c. Minutes - Executive Session - July 22, 2013 (APPROVE)
 - d. Warrants - \$251,311.93 (APPROVE)
 - e. Resolution - A Resolution Accepting a Proposal to Manage and Administer the Promotional Application and Examination Process for the Police Sergeant Hiring Process - Selection Works (ADOPT)
 - f. Resolution - A Resolution Petitioning the West Central Municipal Conference (WCMC) for Associate Membership (ADOPT)
 - g. Plan Commission Recommendation - Consideration of a Petition to Re-Zone from the Village R-1 Residential District to the Village R-3 Residential District, 5805 S. Holmes Ave. (RECEIVE)
 - h. Proclamation - A Proclamation Recognizing Fire Prevention Week and Fire Safety Month in October within the Village of Willowbrook (APPROVE)
 - i. Proclamation - A Proclamation Honoring the DuPage Convalescent Center on their 125th Anniversary (APPROVE)
 - j. Motion - A Motion to Approve Application for a License to Hold a Raffle - Walgreen's - Rustic Falls Nature Camp (APPROVE)

NEW BUSINESS

6. PRESENTATION - PLEASANTVIEW FIRE PROTECTION DISTRICT
7. DELINQUENT WATER BILLS
8. ORDINANCE - AN ORDINANCE AMENDING SECTION 3-12-3 ENTITLED, "LOCAL LIQUOR CONTROL COMMISSIONER:" AND SECTION 3-12-22 ENTITLED, "REVOCATION; SUSPENSION; COSTS:" OF CHAPTER 12 ENTITLED, "LIQUOR" OF TITLE 3 ENTITLED, "BUSINESS" OF THE VILLAGE CODE FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

PRIOR BUSINESS

10. COMMITTEE REPORTS
11. ATTORNEY'S REPORT
12. CLERK'S REPORT
13. ADMINISTRATOR'S REPORT
14. MAYOR'S REPORT
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) DISCUSSION - Pursuant to 5ILCS 120/2(c)(21) Regarding the Destruction of Audio or Video Recordings of Closed Meetings Under the Open Meetings Act For the Purpose of a Semi-Annual Review of Said Recordings As Mandated by 5ILCS 120/2.06(3)(c)(1)
 - c) DISCUSSION - Pursuant to 5ILCS 120/2(c)(21) Regarding Previously Approved Minutes of Meetings That Were Lawfully Closed Under the Open Meetings Act For the Purpose of a Semi-Annual Review of Said Minutes As Mandated by 5ILCS 120/2.06(d), For Purposes of Possible Release

16. RESOLUTION - A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS
17. RESOLUTION - A RESOLUTION MAKING A DETERMINATION RELATIVE TO THE RELEASE OF EXECUTIVE SESSION MINUTES PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT
18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 12, 2013 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Clerk Leroy Hansen, Trustees Terrence Kelly, Michael Mistele, Sue Berglund, and Paul Oggerino.

ABSENT: Trustees Dennis Baker and Umberto Davi.

Also present were Village Administrator Timothy Halik, Village Attorney Thomas Bastian, Village Attorney Michael R. Durkin, Chief Mark Shelton, Deputy Chief Mark Altobella, and Management Analyst Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - July 22, 2013 (APPROVE)
- c. Minutes - Special Board Meeting (Goal Setting Workshop) - July 29, 2013 (APPROVE)
- d. Minutes - Executive Session - July 8, 2013 (APPROVE)
- e. Warrants - \$167,932.62 (APPROVE)
- f. Monthly Financial Report - July 31, 2013 (APPROVE)
- g. Ordinance - An Ordinance Establishing A Recommended Standard for Open Space within the Village - Ordinance No. 13-0-29 (PASS)

- h. Ordinance - An Ordinance Expressing Official Intent Regarding the Use of the special Tax Allocation Fund for the Tax Increment Financing District Commonly Described as the Route 83 and Plainfield Road Redevelopment Project Area - Ordinance No. 13-O-30 (PASS)
- i. Resolution - A Resolution Accepting a Proposal for Ultrafast Heart Scans - Edward Heart Hospital - Resolution No. 13-R-42(A) (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. PRESENTATION - PLEASANTVIEW FIRE PROTECTION DISTRICT

This item was deferred.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to table this item.

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

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE AMENDING TITLE 3, ENTITLED "BUSINESS," AND TITLE 5, ENTITLED "MISDEMEANORS," OF THE VILLAGE CODE OF ORDINANCES TO AUTHORIZE AND LICENSE VIDEO GAMING

Administrator Halik stated that as was discussed at the Goal Setting Workshop, the attached ordinance would allow video gaming in accordance with the Illinois Gaming Act. A licensed establishment may offer for play up to five (5) video gaming terminals as long as a valid permit was issued by the Illinois

Gaming Board and a video gaming license was granted from the Village.

With regards to controls, Administrator Halik advised that if a complaint was received alleging a violation, the Village would have the authority through the liquor code to bring the licensee before the Liquor Control Commissioner for a hearing. If the violation was found, the licensee could be fined up to \$750.00 per each separate offense. In addition, the Village would report the violation to the state, and the state would then have the authority to revoke the gaming permit.

Trustee Mistele questioned if this ordinance was a model adopted by other municipalities. Attorney Bastian advised that a non-home rule municipality can charge a license fee up to \$25.00 per machine. Attorney Bastian stated that the ordinance regarding misdemeanors needed to be amended to include the exception for gambling authorized by the Video Gaming Act.

Administrator Halik advised that there are 15 businesses in the Village that can apply for these licenses.

Trustee Oggerino questioned if the Village will be able to conduct compliance checks as they do for liquor and tobacco. Attorney Bastian stated that would have to be looked into.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to pass Ordinance No. 13-0-31.

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

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 5, CHAPTER 1, SECTION 5-101 - POLICE; CREATION AND COMPOSITION OF DEPARTMENT

Administrator Halik stated that this ordinance would serve to amend the Village Ordinance to create two (2) additional sergeant positions. Two current patrol officers would be promoted to the rank of sergeant and two additional patrol officers would be hired to fill the resulting vacancies.

Trustee Mistele questioned what the total composition would be. Administrator Halik advised there would be 22 after the ordinance is passed.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 13-O-32.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE PROMOTION OF TWO (2) PATROL OFFICER CANDIDATES TO THE RANK OF SERGEANT AND THE ORIGINAL APPOINTMENTS OF TWO (2) CANDIDATES TO FILL THE RESULTING VACANCIES CREATED IN THE RANK OF PATROL OFFICER WITHIN THE WILLOWBROOK POLICE DEPARTMENT

Administrator Halik stated that before any original appointments or promotional appointments are made within the Police Department, formal authorization via a resolution needs to be forwarded by the Village Board to the BOPC to begin the process.

Chief Shelton advised that the new officer eligibility list has already been established and detectives are conducting background investigations. The next police academy begins in the end of September.

Chief Shelton stated that the BOPC will be having a meeting this coming Friday to approve the sergeants testing procedure. There will be a 3-6 week time frame from the when the announcement for the sergeant's exam is posted to when the exams will be taken. The promotions would probably take effect near the end of October.

Trustee Oggerino questioned when the additional two patrol officers would be hired. Administrator Halik advised that they would be approved through the budget process for the next fiscal year and be hired after May 1, 2014.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 13-R-43.

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

MOTION DECLARED CARRIED

10. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - TREE PLANTING SERVICES - THE FIELDS ON CATON FARM, INC.

Management Analyst Hummel advised that the Village went out to bid on June 28, 2013 for the purpose of planting and mulching of new trees that will replace the ash trees being removed as a result of the emerald ash borer infestation. This contract is for the actual installation of the trees and not the purchase of the trees.

The bid opening was held on Friday, August 2, 2013 at 10:30 a.m. Two sealed bids were received before the deadline. The lowest bid was received by The Fields on Caton Farm, Inc. in the amount of \$95.00 per tree, or a total contract value of \$22,705.

This contract also has a public participation component in which the contractor has agreed to extend the pricing to private homeowners for \$135.00 per tree.

This component will complete the Year 1 of the EAB Management Plan. Staff estimates were originally \$850 per tree. The actual costs will be \$815 per tree.

The contract was reviewed and approved by the Municipal Services Committee.

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to adopt Resolution No. 13-R-44.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. COMMITTEE REPORTS

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Oggerino stated that he attended the Borse Park Back to School event on Thursday, August 8, 2013. This was a successful event that had over 300 people in attendance.

12. ATTORNEY'S REPORT

Attorney Bastian had no report.

13. CLERK'S REPORT

Clerk Hansen had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halik gave an update on the hiring processes for the Maintenance Worker position and Public Works Coordinator position. Over 70 applications were received for the coordinator position and 50 applications for the maintenance worker position. Interviews were conducted last week with a second round to be conducted tomorrow. Offers should be made by the end of the week.

15. MAYOR'S REPORT

Mayor Trilla had no report.

16. 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

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to recess into Executive Session at the hour of 6:55 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 6:59 p.m.

17. ADJOURNMENT

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele, to adjourn the Regular Meeting at the hour of 7:00 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

August 26, 2013.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

AUGUST 26, 2013

GENERAL CORPORATE FUND	-----	\$103,912.73
WATER FUND	-----	140,424.20
L.A.F.E AND R FUND	-----	6,975.00
TOTAL WARRANTS	-----	\$251,311.93

Tim Halik

Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 08/21/13

BILLS PAID REPORT FOR AUGUST, 2013

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	08/27 CK# 82604	\$2,179.28
934375/AUG 13 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
934375/AUG 13 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
ALL AMERICAN PAPER COMPANY (68)	08/27 CK# 82606	\$814.71
80699 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	563.98
80699 OPERATING EQUIPMENT 01-540-401	01-35-755-401	113.13
80757 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	137.60
AMERICAN FIRST AID SERVICE INC (77)	08/27 CK# 82607	\$45.50
156926 OPERATING EQUIPMENT 01-451-401	01-30-630-401	45.50
ARTHUR GALLEGOS (1466)	08/27 CK# 82608	\$100.00
2013 PERMIT #33 PARK PERMIT FEES 01-310-814	01-310-814	100.00
BRYAN'S GARAGE DOOR SOLUTIONS (233)	08/27 CK# 82609	\$422.00
8/13/13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	422.00
CHRISTOPHER B. BURKE (333)	08/27 CK# 82610	\$10,352.72
112123 REIMB.	01-40-820-255	309.50
112124 GIS 01-10-460-213	01-10-460-213	184.00
112125 FEES - ENGINEERING 01-555-245	01-40-820-245	220.00
112126 FEES - ENGINEERING 01-555-245	01-40-820-245	309.50
112127 REIMB.	01-40-820-259	199.50
112128 REIMB.	01-40-820-259	199.50
112129 REIMB.	01-15-520-254	220.00
112130 FEES - ENGINEERING 01-505-245	01-35-720-245	2,429.84
112131 REIMB.	01-15-520-254	199.50
112135 REIMB.	01-15-520-254	55.90
112136 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	6,025.48
COMMONWEALTH EDISON (370)	08/27 CK# 82611	\$565.01
0423085170AUG13 RED LIGHT - COM ED	01-30-630-248	62.54
0791026027AUG13 RED LIGHT - COM ED	01-30-630-248	49.11
1024813000AUG13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	1.26
4403140110AUG13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	62.60
6863089003AUG13 RED LIGHT - COM ED	01-30-630-248	64.76
7432089030AUG13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	324.74
CREATIVE PRODUCT SOURCE INC (2362)	08/27 CK# 82612	\$946.76
CPI038969 COMMODITIES 01-482-331	01-30-670-331	309.95
CPIO38590 COMMODITIES 01-482-331	01-30-670-331	636.81
DD INDUSTRIES INC (2246)	08/27 CK# 82613	\$113.78
34719 OPERATING EQUIPMENT 01-451-401	01-30-630-401	113.78
DISCOVERY BENEFITS SIMPLIFY (2534)	08/27 CK# 82615	\$50.00
402457 JULY 13 EMP DED PAY - FSA FEE 01-210-221	01-210-221	26.40
402457 JULY 13 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	23.60
DUPAGE COUNTY TREASURER (497)	08/27 CK# 82616	\$250.00
2186 JULY 13 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	08/27 CK# 82617	\$468.37
ETS030138JUL13 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
ELMHURST-CHICAGO STONE CO (550)	08/27 CK# 82619	\$150.00
397278 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	150.00
W.W. GRAINGER (1999)	08/27 CK# 82621	\$286.22
9207060550 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	32.13
9209310003 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	117.96

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
9211012969 TREE MAINTENANCE - 01-535-338	01-35-750-338	52.20
9215049033 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	83.93
DEBBIE HAHN (748)	08/27 CK# 82622	\$99.74
2013 UNFRMS UNIFORMS 01-451-345	01-30-630-345	99.74
HILTON HOTEL (788)	08/27 CK# 82623	\$1,342.00
IML CONF SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	1,342.00
HOME DEPOT CREDIT SERVICES (808)	08/27 CK# 82624	\$624.94
3971822 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	-366.45
6035432 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	107.49
7020658 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	41.16
8030523 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	64.84
8066801 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	146.40
8066801 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	76.25
9020228 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	218.97
9150477 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	336.28
ILL. MUNICIPAL LEAGUE (895)	08/27 CK# 82625	\$150.00
MISTELE IML CNF SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	150.00
ILLINOIS SHOTOKAN KARATE (909)	08/27 CK# 82626	\$985.50
968/SPRING 13 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	985.50
INDUSTRIAL ELECTRICAL SUPPLY (929)	08/27 CK# 82627	\$158.46
218569 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	138.00
218658 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	4.86
218659 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	15.60
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	08/27 CK# 82628	\$601.73
225569573 COPY SERVICE 01-451-315	01-30-630-315	215.30
225601099 COPY SERVICE 01-420-315	01-10-455-315	386.43
KULIN M BODA (1466)	08/27 CK# 82629	\$375.00
2013 PERMIT #1 PARK PERMIT FEES 01-310-814	01-310-814	375.00
LASERCRAFT INC (2300)	08/27 CK# 82630	\$23,045.00
13151/JUL 13 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
13152/JUL 13 RED LIGHT - MISC FEE	01-30-630-249	570.00
LEXIS (21)	08/27 CK# 82631	\$206.20
1009686 JULY 13 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	206.20
MARQUARDT & BELMONTE P.C. (2259)	08/27 CK# 82632	\$555.00
5952/ JULY 13 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	555.00
MUNICIPAL EMERGENCY SERVICES INC. (1320)	08/27 CK# 82633	\$37.50
439024 AMMUNITION 01-451-346	01-30-630-346	37.50
ORIENTAL TRADING (2418)	08/27 CK# 82634	\$168.49
658524291-01 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	140.00
658556617-01 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	28.49
ORKIN EXTERMINATING (1439)	08/27 CK# 82635	\$82.24
D2604360 AUG13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	82.24
P.F. PETTIBONE & CO. (1491)	08/27 CK# 82636	\$11.75
28404 OPERATING EQUIPMENT 01-451-401	01-30-630-401	11.75
PAPER DIRECT (1456)	08/27 CK# 82637	\$96.16
W02272000018 OFFICE SUPPLIES 01-420-301	01-10-455-301	96.16

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PATTI BARNUM (1466)	08/27 CK# 82638	\$250.00
2013 PERMIT 16 PARK PERMIT FEES 01-310-814	01-310-814	250.00
PCS INTERNATIONAL (2201)	08/27 CK# 82639	\$180.00
130823 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	180.00
PETTY CASH C/O TIM HALIK (1492)	08/27 CK# 82640	\$208.68
8/20/13 OFFICE SUPPLIES 01-420-301	01-10-455-301	16.08
8/20/13 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	77.75
8/20/13 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	17.80
8/20/13 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	87.05
8/20/13 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	10.00
PUBLIC SAFETY DIRECT INC (2309)	08/27 CK# 82641	\$190.00
24475 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
284480 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
RAGS ELECTRIC, INC (1585)	08/27 CK# 82642	\$2,250.00
8965 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	2,250.00
RATHS, RATHS & JOHNSON, INC. (1591)	08/27 CK# 82643	\$1,827.00
13047-307 PLAN REVIEW - STRUCTURAL 01-555-255	01-40-820-255	1,827.00
RUTLEDGE PRINTING CO. (1648)	08/27 CK# 82644	\$179.52
118424 OFFICE SUPPLIES 01-451-301	01-30-630-301	106.26
118544 PRINTING & PUBLISHING 01-451-302	01-30-630-302	73.26
VICTORIA R SARGIS (2562)	08/27 CK# 82645	\$63.67
2013 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	63.67
SCOTT CONTRACTING INC (1682)	08/27 CK# 82646	\$1,220.00
2190 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,220.00
SEASON COMFORT, CORP. (1687)	08/27 CK# 82647	\$1,047.59
201915 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	440.59
201956AUG/OCT13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	607.00
SERVICE SANITATION INC (1697)	08/27 CK# 82648	\$136.00
6785633 RENT - EQUIPMENT 01-615-234	01-20-570-234	136.00
SIGNS NOW (1717)	08/27 CK# 82649	\$8.75
SN195-44607 SHP OFFICE SUPPLIES 01-420-301	01-10-455-301	8.75
SOUTHWEST CENTRAL DISPATCH (1751)	08/27 CK# 82650	\$18,379.04
SEPTEMBER 13 RADIO DISPATCHING 01-483-235	01-30-675-235	18,379.04
SPORTSFIELD, INC. (1764)	08/27 CK# 82651	\$1,053.30
213632 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	1,053.30
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	08/27 CK# 82652	\$8,118.98
61905/JULY 13 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	8,118.98
STREICHER'S (1787)	08/27 CK# 82653	\$95.00
11037472 UNIFORMS 01-451-345	01-30-630-345	95.00
SUBURBAN LIFE PUBLICATIONS (1805)	08/27 CK# 82654	\$240.17
100746047/31/13 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	189.52
100746047/31/13 PRINTING & PUBLISHING 01-501-302	01-35-710-302	50.65
SWANK MOTION PICTURES INC (1819)	08/27 CK# 82655	\$271.00
RG1835975 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	271.00
T.P.I. (1886)	08/27 CK# 82656	\$10,082.05
6602/JUL 13 REIMB.	01-40-820-258	6,257.05
6602/JUL 13 PART TIME INSPECTOR 01-565-109	01-40-830-109	3,465.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
T.P.I. (1886) CONTINUED ... 6602/JUL 13 RIEMB.	01-40-830-115	360.00
TAMELING GRADING (1836) TG5/JULY 13 LANDSCAPE MAINTENANCE SERVICES 01-610-342	08/27 CK# 82657 01-20-565-342	\$4,822.00 2,950.00
TG5/JULY 13 ADA RECREATION ACCOMMODATIONS 01-630-520	01-20-590-520	1,600.00
TG5/JULY 13 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	272.00
TAMELING INDUSTRIES (1844) 88615 MAINTENANCE - GARAGE 01-510-413	08/27 CK# 82658 01-35-725-413	\$224.24 74.84
88860 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	149.40
THOMPSON ELEV. INSPECT. SERVICE (1873) 13-2626 REIMB.	08/27 CK# 82659 01-40-830-117	\$444.00 100.00
13-2665 ELEVATOR INSPECTION 01-565-117	01-40-830-117	344.00
TOM & JERRY'S SHELL SERVICES (1883) 48287 MAINTENANCE - VEHICLES 01-451-409	08/27 CK# 82660 01-30-630-409	\$686.88 25.45
48288 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
48322 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	107.05
48328 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
48334 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	54.96
48362 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
48372 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.80
48388 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	351.82
48399 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
TREE TOWNS (1894) 195037 PRINTING & PUBLISHING 01-551-302	08/27 CK# 82661 01-40-810-302	\$31.00 31.00
TRUGREEN (2542) 9898366 LANDSCAPE MAINTENANCE SERVICES 01-610-342	08/27 CK# 82662 01-20-565-342	\$2,860.00 1,705.00
9956017 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	1,155.00
UNIFIRST (1926) 0610786685 MAINTENANCE - BUILDING 01-405-228	08/27 CK# 82663 01-10-466-228	\$243.46 189.60
0610786771 MAINTENANCE - PW BUILDING	01-35-725-418	53.86
VERIZON WIRELESS (1972) 9709162204AUG13 PHONE - TELEPHONES 01-05-410-201	08/27 CK# 82664 01-05-410-201	\$635.93 59.94
9709162204AUG13 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.31
9709162204AUG13 PHONE - TELEPHONES 01-451-201	01-30-630-201	318.05
9709162204AUG13 TELEPHONES 01-501-201	01-35-710-201	136.47
9709162204AUG13 TELEPHONES 01-551-201	01-40-810-201	98.16
VIDEO AND SOUND SERVICE INC (2230) 21997J13 FURNITURE & OFFICE EQUIPMENT 01-485-611	08/27 CK# 82665 01-30-680-611	\$1,585.07 1,585.07
WAREHOUSE DIRECT (2002) 2028153-0 OFFICE SUPPLIES 01-451-301	08/27 CK# 82666 01-30-630-301	\$52.45 19.40
2028802-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	33.05
WESTFIELD FORD (2028) 355908 MAINTENANCE - VEHICLES 01-520-409	08/27 CK# 82667 01-35-735-409	\$402.89 402.89
WILD GOOSE CHASE INC (2047) 19726 LANDSCAPE MAINTENANCE SERVICES 01-610-342	08/27 CK# 82668 01-20-565-342	\$840.00 840.00
TOTAL GENERAL CORPORATE FUND		\$103,912.73

VILLAGE OF WILLOWBROOK

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	08/27 CK# 82605	\$507.69
92825/SEP-NOV13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593/SEP-NOV13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594/SEP-NOV13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
COMMONWEALTH EDISON (370)	08/27 CK# 82611	\$140.56
5071072051AUG13 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	140.56
DUPAGE WATER COMMISSION (521)	08/27 CK# 82618	\$135,612.61
10131/ JULY 13 PURCHASE OF WATER 02-420-575	02-50-420-575	135,612.61
ENVIRO TEST INC (555)	08/27 CK# 82620	\$87.50
13129723 JULY13 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
W.W. GRAINGER (1999)	08/27 CK# 82621	\$52.20
9211012969 MATERIALS, SUPPLIES, STANDPIPE, PUM	02-50-425-475	52.20
RAGS ELECTRIC, INC (1585)	08/27 CK# 82642	\$3,250.17
8898 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	3,250.17
TAMELING GRADING (1836)	08/27 CK# 82657	\$637.00
TG5/JULY 13 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	637.00
VERIZON WIRELESS (1972)	08/27 CK# 82664	\$136.47
9709162204AUG13 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.47
TOTAL WATER FUND		\$140,424.20

VILLAGE OF WILLOWBROOK

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LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DESIGN PERSPECTIVES INC (2489)	08/27 CK# 82614	\$6,975.00
13-5812-2 FACILITIES	14-75-930-415	6,975.00
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$6,975.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR AUGUST, 2013

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SUMMARY ALL FUNDS

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BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	103,912.73	*
02-110-105	WATER FUND-CHECKING 0010330283	140,424.20	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	6,975.00	*
TOTAL ALL FUNDS		251,311.93	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A Resolution Accepting a Proposal to Manage and Administer the Promotional Application and Examination Process for the Police Sergeant Hiring Process - Selection Works	AGENDA NO. 5e AGENDA DATE: <u>8/26/13</u>
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STAFF REVIEW: Tim Halik, Admin. / Mark Shelton, Chief	SIGNATURE: <u>TE Halik</u>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>TOM BASTIAN TA.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>TE Halik</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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

At the Board's regular meeting on August 12, 2013, an ordinance was passed changing the composition of the police department by adding two (2) positions in the rank of sergeant. Also that evening, the Board adopted a resolution formally authorizing the Village Board of Police Commissioners (BOPC) to effect the promotion of two (2) current patrol officers to the newly created sergeant positions.

On Friday, August 16, 2013 during the regular meeting of the Board of Police Commissioners, both the amendatory ordinance and the resolution were received by the Commission. In addition, Chief Shelton had secured a proposal from Selection Works to complete the Willowbrook Police Sergeant Assessment Process. The proposal was presented to the Board of Police Commissioners and discussed at the meeting. The members of the BOPC voted unanimously to recommend to the Village Board that the proposal from Selection Works be accepted.

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

The components of the Sergeant Assessment Process include an administered written exam, and the development of a custom oral interview to be conducted by the Board of Police Commissioners. The total cost for the services provided is \$7,125. The FY 2013/14 budget includes sufficient funding for this assessment project:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED/REMAINING</u>
General Fund - BOPC	01-07-440-542	Other - Exams	\$4,000
General Fund - BOPC	01-07-440-544	Other - Exams	\$4,000

ACTION PROPOSED:
 Adopt the Resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION ACCEPTING A PROPOSAL TO MANAGE AND ADMINISTER THE PROMOTIONAL APPLICATION AND EXAMINATION PROCESS FOR THE POLICE SERGEANT HIRING PROCESS – SELECTION WORKS

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Chief of Police is hereby authorized and directed to accept the proposal from Selection Works, attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, to manage and administer the promotional application and examination process for the Willowbrook police sergeant hiring process.

ADOPTED and APPROVED this 26th day of August, 2013

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAY: _____

ABSTENTIONS: _____

ABSENT: _____



Exhibit "A"

Statement of Work

The purpose of this document is to describe the components of the project that will be performed and to document the associated costs.

Project Title: Willowbrook PD Sergeant Assessment Process

Approximate Commencement: August 2013

The following table presents the project components and the associated cost of those components.

Project Component	Cost
Development of Sgt. Written Exam: <ul style="list-style-type: none">• 100-question multiple choice examination• Sources selected by PD• Draft test items and option for local item review• Printing of exam booklets• Scoring services provided, OR answer key for self-scoring	\$3,500
Exam Administration	\$500
Development of Custom Oral Interview <ul style="list-style-type: none">• Meet with commission to identify content/topics• Develop questions, criteria, candidate orientation and scoring materials	\$2,500
Train Commission on Oral Interview Administration	\$625
Total Cost	\$7,125

Selection Works will submit invoices according to the following schedule: ½ upon project commencement and ½ upon project completion.

Client Acceptance:

I acknowledge that I have reviewed this Statement of Work and hereby authorize Selection Works and its representatives to commence work on the project components as described herein.

Signature of Authorized Agent

Title of Authorized Agent

Date

Management Sources:

Police Administration: Structures, Processes, and Behavior, 8th Edition, Copyright 2012, Swanson, Territo, & Taylor, ISBN 978-0135121030 ✖

Leadership Sources:

It's Your Ship: Management Techniques from the Best Damn Ship in the Navy (Revised and Updated), Copyright 2012, D. Michael Abrashoff, ISBN: 978-1455523023

✖ ***21 Irrefutable Laws of Leadership: Follow Them and People Will Follow You*** - 10th Anniversary Edition, Copyright: 2007, John C. Maxwell, ISBN: 978-0785288374

Operations:

The Compstat Paradigm: Management Accountability in Policing, Business and the Public Sector, Vincent E. Henry, ISBN: 978-1889031156

Police Field Operations: Theory Meets Practice, Michael Birzer & Cliff Roberson, Copyright: 2008, ISBN: 978-0205508280,

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A Resolution Petitioning the West Central Municipal Conference (WCMC) for Associate Membership

AGENDA NO.

5f

AGENDA DATE: 8/26/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: _____

Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: _____

TOM BASTIAN JR

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 HISTORY)

The West Central Municipal Conference (WCMC) is a council of government (COG) representing 49 municipal members in west suburban Cook County and adjacent DuPage County Communities. Similar to the DuPage Mayors and Managers Conference (DMMC), the WCMC provides an intergovernmental cooperation program whereby members receive valuable information on a myriad of topics applicable to local government. For instance, the Village of Willowbrook has, for many years, participated in the WCMC's Employee Assistance Program (EAP), which provides a full range of services to full and part-time employees in local government.

Mayor Trilla has been an active participant in the Metropolitan Mayors Caucus (MMC), which is a collaboration between Chicago and various suburban council of governments. It is through this association that Mayor Trilla was asked to consider Willowbrook joining as an associate member of the West Central Municipal Conference.

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

The annual dues for Associate Membership for Willowbrook (based on population) is \$2,500 per year. The prorated amount, if Willowbrook were to join at this time, would be \$1,666.66, assuming our membership would begin as of October 2013. Membership would then continue through April 30, 2014.

In order to petition the WCMC to become an Associate Member, the attached resolution would need to be adopted. Our petition will be considered at the WCMC's General Membership Meeting held on September 18, 2013.

ACTION PROPOSED:

Adopt the Resolution.

**RESOLUTION
PETITIONING THE WEST CENTRAL MUNICIPAL CONFERENCE
FOR ASSOCIATE MEMBERSHIP**

WHEREAS, the West Central Municipal Conference (hereinafter "WCMC") a Council of Government comprised of forty-nine municipalities, townships, community colleges and the Chicago Zoological Society in west suburban Cook County and adjacent Du Page County representing a population in excess of 600,000; and

WHEREAS, the WCMC offers its members opportunities for networking, education and resources to create an active forum for problem solving; and

WHEREAS, the WCMC provides services and activities to its members which include, without limitation, intergovernmental cooperation, legislative advocacy, transportation planning, group purchasing and informative training and assistance for employees and elected and appointed officials; and

WHEREAS, the Village of Willowbrook could benefit from the quality services, activities and programs offered by the WCMC; and

WHEREAS, based on the foregoing, the Village Board for the Village of Willowbrook has determined that it is in the best interests to petition the WCMC for Associate Membership;

NOW, THEREFORE BE IT RESOLVED that the Village Board for the Village of Willowbrook located in the County of Du Page, within the State of Illinois hereby petitions the WCMC to become an Associate Member of the WCMC, the Village of Willowbrook hereby authorizes to cause WCMC's annual membership fee to be submitted to the WCMC in a timely manner.

BE IT FURTHER RESOLVED, that copies of this Resolution be sent to the President and Executive Director of the WCMC.

Frank A. Trilla
Mayor, Village of Willowbrook

ATTEST:

Leroy Hansen
Clerk, Village of Willowbrook

MEMBER COMMUNITIES

Bellwood
Berkeley
Berwyn
Broadview
Brookfield
Cicero
Countryside
Elmwood Park
Forest Park
Forest View
Franklin Park
Harwood Heights
Hillside
Hodgkins
Indian Head Park
LaGrange
LaGrange Park
Leyden Township
Lyons
Lyons Township
Maywood
McCook
Melrose Park
Norridge
Northlake
North Riverside
Oak Park
River Forest
River Grove
Riverside
Rosemont
Schiller Park
Stickney
Stone Park
Summit
Westchester
Western Springs
Willow Springs

ASSOCIATE MEMBERS

Brookfield Zoo
Triton College
Morton College
Norwood Park Twp Hwy Dept
Justice-Willow Springs
Water Commission
Proviso Twp
Stickney Twp
Village of Bensenville
City of Elmhurst
City of Oakbrook Terrace
City of Des Plaines
Village of Villa Park

PRESIDENT

Robert Lovero
Berwyn

VICE PRESIDENT

Arlene Jezierny
Harwood Heights

TREASURER

Marilynn May
River Grove

PAST PRESIDENT

Sam Pulia
Westchester

EXECUTIVE DIRECTOR

Richard F. Pellegrino



WEST CENTRAL MUNICIPAL CONFERENCE

2000 Fifth Avenue, Building N
River Grove, IL 60171
ph 708/453-9100 fax 708/453-9101
www.westcook.org

August 1, 2013

The Honorable Frank A. Trilla
Mayor
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

Dear Mayor Trilla:

Thank you so very much for your membership consideration.

In this regard, we welcome the opportunity to serve the Village of Willowbrook as an Associate Member of the West Central Municipal Conference.

As such, the Annual Dues for Associate Membership for a Municipality with your population is \$2,500.00 per year. Of course, this amount will be prorated for the remaining portion of our fiscal year which runs through April 30, 2014. Accordingly the prorated amount is \$1,666.66, (assuming membership to begin as of October, 2013).

Please note that the first available opportunity to confirm your membership will be Wednesday, September 18, 2013 at our General Membership Meeting held at Brookfield Zoo Discovery Center. The meeting will begin at 5:00 pm. You and your Village Manager would be welcome to attend as our guests. Please let us know if this comports with your schedule.

Once again, we are honored to be considered by the Village of Willowbrook and welcome you to our team.

Warmest Personal Regards,

Richard F. Pellegrino
Executive Director





WEST CENTRAL MUNICIPAL CONFERENCE

The WCMC Vision is to provide services in a fiscally responsible manner that promote the continuous improvement of local government in west suburban Chicago, thereby enhancing the quality of life for residents in the region.

Your Council of Government working for you!

WCMC
2000 Fifth Avenue
Building N
River Grove, Illinois 60171
708.453.9100
708.453.9101 fax
www.westcook.org



Your Council of Government working for you!

WEST CENTRAL MUNICIPAL CONFERENCE

Membership Services Directory



ANALYSIS CHART



- Legislative Committee
- Finance Committee
- Intergovernmental Committee

- Public Works Committee
- Transportation Committee
- Building and Codes Committee



Participation with the WCMC provides outstanding opportunities for networking, education, and contribution to important issues affecting local governments. Your involvement is essential to the advancement of WCMC programs, services and policies.



What is the West Central Municipal Conference?

The West Central Municipal Conference (WCMC), a regional council of local governments established in 1980, is a membership supported association representing a population of over 600,000.

With 49 members, the WCMC unites an area of over 200 square miles. The WCMC is the "link" to each west suburban Cook County and adjacent DuPage County communities.

WHY IS THIS "LINK" IMPORTANT?

Since its creation, the WCMC has successfully combined the resources of the member communities to create a progressive and active forum for problem solving.

The WCMC has used its cooperative approach to institute programs which not only better its communities but provide valuable services to its citizens who work and live in the region.



The WCMC has implemented an intergovernmental cooperation program where members participate in the Information Technology Consortium, Municipal Vehicle and Equipment Auctions, Mutual Aid Agreements, Clean Air Counts, Group Purchasing, and the Illinois Metropolitan Investment Fund.

The WCMC also works very closely with the Metropolitan Mayors Caucus (MMC). The MMC is an active collaboration between Chicago and the suburban council of governments. It is a forum for independent thinking and discussion regarding important public policy issues.

The WCMC has implemented a Legislative Advocacy program as well as the West Suburban Training Institute, an information and training resource for members.

The WCMC has a Transportation and Land Use Planning program. The Council of Mayors Surface Transportation Program, the Cook-DuPage Corridor Study, and the Chicago Metropolitan

Agency for Planning initiatives are key components of regional importance.

The WCMC also offers its members a unique Employee Assistance Program (EAP), which provides a full range of services to full- and part-time employees in local government. Through the EAP, employees and their families are eligible to receive no-cost counseling, training and treatment for personal matters that affect their professional performance. Another program offered is the Suburban Tree Consortium, a cost-effective means of acquiring and installing trees in our communities.

• Richard F. Pellegrino
Executive Director
rpell@westcook.org

• Neil C. James
Deputy Director
njames@westcook.org

• Debbie Baumgart, C.P.A.
Controller
dbaumgart@westcook.org

• Jim Caporusso, WCCSWA
Environmental Coordinator
jcaporusso@westcook.org

• Tammy Wierciak
Planning Coordinator
twierciak@westcook.org

• Judy Convo
Administrative Assistant
jconvo@westcook.org

• Len Cannata,
Planning Coordinator
lcannata@westcook.org



Your Council of
Government
working for you!

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Receive Plan Commission Recommendation – Public Hearing 2013-05 – 5805 S. Holmes Rezoning from R-1 to R-3.

AGENDA NO.**5g****AGENDA DATE:** 8/26/13**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant**SIGNATURE:****LEGAL REVIEW:** Thomas M. Bastian, 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)**

The property was annexed in 2002 to obtain water. No re-zoning accompanied the annexation, so the property was automatically zoned R-1.

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

This property, located on the east side of Holmes between 58th and 59th, is one of only three lots that has been annexed to Willowbrook. It has a Clarendon Hills mailing address. Many lots in this quadrant of town are smaller and were built under the County's jurisdiction. Over the years, these lots have been annexed for water, then later rezoned-- typically when an owner wishes to make an improvement. To be consistent with the recommendations in the Comprehensive Plan, these lots have historically been rezoned to R-3, in order to maintain the single family character of the area.

The owner is requesting the rezoning with the intent to file for a permit to construct a second story addition over the north half of the existing raised ranch home. The addition may also include an expansion to the rear of the property. The owner has been advised that the rezoning does not authorize any variations and that his plans must comply with all other setback or other bulk requirements of the R-3 Zoning District.

Only one resident commented during the hearing. His concerns were that the property not accommodate multiple family and that new development 1) address his existing drainage concerns and 2) not be allowed to terrace or build up the lot. The resident was advised that R-3 only allows single family development and that staff would evaluate existing drainage concerns and address them as required either prior to or as part of any development permit.

The Plan Commission recommended approval of the following motion:

Based on the submitted petition and testimony presented, I move that the Plan Commissions recommend to the Mayor and Village Board approval of a rezoning from R-1 to R-3 for the property legally described as part of ZBA Case Number 13-05, and commonly known as 5805 S. Holmes, Clarendon Hills, Illinois.

ACTION PROPOSED:

August 26, 2013: Receive Plan Commission Recommendation



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrook.il.org

Mayor

Frank A. Trilla

MEMO TO: Frank A. Trilla, Mayor
Board of Trustees

Village Clerk

Leroy R. Hansen

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 7, 2013

Village Trustees

Dennis Baker

SUBJECT: Petition to rezone from R-1 to R-3
5805 S. Holmes

Sue Berglund

At the regular meeting of the Plan Commission held on August 7, 2013, the above referenced application was discussed and the following motion was made:

Umberto Davi

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Mayor and Village Board approval of a rezoning from R-1 to R-3 for the property legally described as part of ZBA Case Number 13-05, and commonly known as 5805 S. Holmes, Clarendon Hills, Illinois.

Terrence Kelly

Michael Mistele

Paul Oggerino

Village Administrator

Tim Halik

ROLL CALL: AYES: Commissioners Lacayo, Remkus, Buckley, Vice Chairman Wagner and Chairman Kopp; NAYS: None; ABSENT: Commissioner Soukup and Baker.

MOTION DECLARED CARRIED

Chief of Police

Mark Shelton

Should any member of the Board have questions regarding this matter, please do not hesitate to contact me.

DK/jp



Proud Member of the
Illinois Route 66 Scenic Byway

VILLAGE OF WILLOWBROOK
STAFF REPORT TO THE VILLAGE BOARD

Council Meeting Date: August 26, 2013

Plan Commission Meeting Date: August 7, 2013

Prepared By: Jo Ellen Charlton, Planning Consultant

Case Number: 13-05

Case Title: 5805 S. Homes Rezoning from R-1 to R-3

Petitioner: Tao Duan, 5805 S. Holmes Avenue, Clarendon Hills, IL 60514

Action Requested by Applicant: Rezone property from R-1 to R-3 in anticipation of a second story addition.

Location: East side of Holmes, south of 58th. (Across street from Holmes School)

PINs: 09-14-114-043

Existing Zoning: R-1

Existing Land Use: Single Family

Property Size: .18 Acres (62.5 x 125)

Surrounding Land Use:	<i>Use</i>	<i>Zoning</i>
	<i>North</i> Single Family	R-4 DuPage County
	<i>South</i> Single Family	R-4 DuPage County
	<i>East</i> Single Family	R-4 DuPage County
	<i>West</i> Holmes School	R-1

Documents Attached:

1. Application
2. Title Documents
3. Plat of Survey

Necessary Action By Village Board: Receive Plan Commission recommendation to approve a Rezoning from R-1 to R-3, as indicated on Page 5 of this report.

Site Description: The subject property is located on the east side of Holmes, and is the second home south of 58th. As shown on the Zoning Map excerpt below, there are only 3 lots on the east side of Holmes that are incorporated into Willowbrook. These Willowbrook properties all have Clarendon Hills mailing addresses. All other properties on the east side of Holmes remain unincorporated and are zoned R-4 in DuPage County.



The existing R-1 and proposed R-3 bulk regulations, along with existing conditions and DuPage County's R-4 regulations are provided in the table below.

**Existing Willowbrook R-1 and Proposed R-3 Zoning Standards and Existing Conditions
 And County Zoning for nearby single family lots**

Bulk Standard	R-1 Requirement	R-3 Requirement	Existing Condition	R-4 COUNTY ("Historic Lot of Record")
Lot Area	30,000 sqft.	13,000 sqft.	7,812.5 sqft.	NA
Lot Width	100'	75'	62.5'	44'
Lot Depth	150'	150'	125'	NA
Front Yard	60'	40'	34.73' (to garage) 57' (approx. to living space)	30'
Interior Side Yard	Larger 10% or 15'	Larger 10% or 8'	8.38 (min)	10% not > 10'
Rear Yard	50'	30'	44'	25'
Lot Coverage	30%	30% or 2,343.75	20% (1,560.37)	NA
Height	35' or 2 stories, lesser	35' or 2 stories, lesser	No Information Provided	36'
FAR	.3	.35 (or 2,734 square feet)	No Information Provided	.35

History:

The subject property was annexed in 2003, pursuant to Ordinance 03-O-33. Similar to other properties in the area, this property was built in the County and later annexed to Willowbrook. This generally happens when an owner wants to connect to the Village's water system. Properties annexed under this scenario are typically not rezoned and therefore default to the R-1 zoning classification which is prescribed by state statute and the Village's zoning ordinance. Rezoning typically occurs later, when an owner wishes to construct an addition or do a tear down then rebuild on the lot. This practice creates an otherwise uncommon patchwork appearance on the zoning map, as shown on the zoning map above. The map in this area shows a combination of incorporated and unincorporated lots, and a mix of R-1 and R-3 zoning districts. The R-3 properties were all likely rezoned in response to some development project completed by the owner. It is important to note that although these rezonings happen over time, the rezoning from the R-1 to the R-3 zoning classification is consistent with the higher density single family residential recommendations for this area in the current Comprehensive Plan. It is reasonable to assume that all single family residential properties in this general area will be rezoned to R-3 since the lot configurations and the homes on the lots are most consistent with that zoning classification in Willowbrook's Zoning Ordinance. Properties shown in the "Low Density Residential" 1-4 Dwelling Unit/Acre category in the Comprehensive Plan are typically allowed R-2 and R-3 zoning classifications, while the lower density 1-2 dwelling unit/acre category is reserved for the R-1, R-1A and some R-2 zoning classifications. It is clear that the trend for rezoning property in this area as shown on the map above is to the R-3 zoning classification.

Reason for Re-Zoning Action:

Because the Subject Property was not developed under Willowbrook's Subdivision and Zoning regulations, both the lot and the structure on the lot are "non-conforming" and subject to the requirements of Chapter 16 of the Zoning Ordinance. A list of the R-1 and R-3 requirements and existing conditions on the lot are provided in the table above. Any regulation that that existing lot or structure does not meet is considered "legal non-conforming" because it was legal when it was annexed. Legal non-conforming structures are "grandfathered" from the requirements of the ordinance UNTIL the owner wishes to modify the structure. Chapter 16 outlines the restrictions on these modifications, but is generally more lenient with repairs and alterations, and more restrictive with additions and enlargements. Section 9-16-3(B) states that "A nonconforming building or structure which is nonconforming only as to bulk (ie. setbacks, height, etc.) may be added to or enlarged, provided such additions or enlargements conforms to all regulations of the district in which it is located." In this case, a side yard setback of 15' and a rear yard setback of 50' are required for the property's R-1 zone, however the existing home has a 8.45' interior side yard and a 44' rear yard setback. In the R-1 zone, it would be difficult to design an addition that met the requirements of 9-16-3(B). The R-3 district, on the other hand, allows for a 8' interior side and 30' rear yard setback, which would allow someone to construct a second story addition, or to expand slightly to the rear of the existing home, assuming all other "bulk" requirements including height, number of stories, lot coverage and FAR could be met.

Development Proposal: The applicant has been exploring the requirements for building a second story addition to the one-story portion of the existing home, which is on the north side of the lot, which is the left side of the picture on the next page. An expansion to the rear of the home is also being considered. The applicant does not wish to pay for a full set of architectural plans unless he knows that the rezoning is approved. Staff has advised the applicant that while the rezoning may provide him with the interior side and rear yard relief he needs to do an addition, it is not possible to advise him on whether he might later need relief on the Height and FAR requirements. He is aware that this information will need to be provided as part of his construction permit and that he is not receiving relief from those provisions as part of this process. In order to comply with 9-16-3(B), his plans must meet ALL the bulk requirements outlined for properties in the R-3 Zoning District. He claims to be confident his plans will meet the height, story, and FAR requirements of the R-3 District.



Staff Analysis/Recommendation:

The proposed rezoning is consistent with others that have occurred in the immediate area for non-conforming properties that were built under DuPage County's jurisdiction and then later annexed to Willowbrook. The re-zoning is also consistent with the recommendations of the Comprehensive Plan, which shows a higher density single-family classification for the lot and in the immediate area. The rezoning will allow the owner of this property to make reasonable modifications to the structure in compliance with 9-16-3(B) of the Zoning Ordinance that are consistent and compatible with nearby properties.

In the past, applicants have either come to the Village with plans or have been asked to provide details of their plans. This allows the Village an opportunity to evaluate what is proposed as part of the rezoning, as well as protects the applicant with the benefit of a full review to ensure their plans will meet all requirements of the ordinance. In this case, the applicant has chosen to request the rezoning before investing in the plans for his project. Given that he has been advised that his plans must comply with the bulk regulations of the R-3 district and that those restrictions are consistent both with nearby Willowbrook properties that have completed projects under an R-3 zoning, and with DuPage County's R-4 zoning classifications, staff has no objection to moving forward without plans. Staff recommends approval of the rezoning.

Staff recommended approval of the rezoning.

Plan Commission Public Hearing/Recommendation:

The Plan Commission considered this petition at their meeting on August 7, 2013. At that meeting, the following members were in attendance: Chairman Kopp and Commissioners Buckley, Lacayo, Remkus, and Wagner.

Staff provided an overview of the staff report. Commissioner Lacayo asked whether this rezoning request was similar to others in the immediate area. Staff responded that it was.

Unincorporated Resident **Paul Zaremba**, whose property is behind and north of the subject property asked whether the expansion would increase the footprint of the building and whether the owner would be allowed to “re-terrace” or re-grade the back yard in a way that would raise the elevation thereby increasing the amount of drainage that would come to his property. He commented that the previous owner buried his sump drainage to the back corner of his lot so that it empties directly to the common alley which then flows into his rear yard. Staff responded that it was the owner’s intent to construct a second story addition over the north half of the existing house, but that a rear yard expansion was possible given the setback requirements. Staff further commented that re-grading would have to match existing grades and that if a buried pipe in the yard was creating a nuisance, it could be addressed both now and as part of the construction. Mr. Zaremba asked whether it could be directed to the front of the lot, but staff responded that the Village Engineer had evaluated that possibility and reported that the curb line was actually higher than the foundation of the house. It would need to be directed to rear of lot, but pipe could be truncated in the yard so that water had a chance to soak more into their lot before reaching the alley.

Mr. Zaremba’s second concern was whether the rezoning would allow apartments or other multi-family structures. Mr. Kopp responded that R-3 only allows single family.

There were no further questions or comments from attendees or commissioners. The public hearing was closed at 7:20.

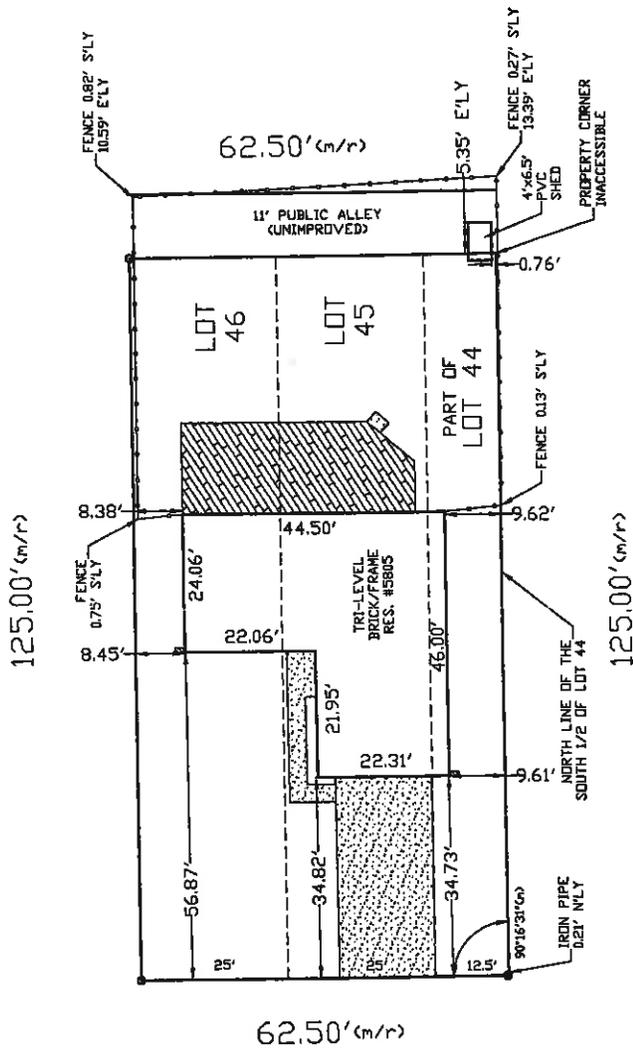
During the business meeting, Mr. Kopp summarized the request and commented that he was in favor of the rezoning and understood that no variations were being requested at this time. There was no further discussion from the commissioners. The following motion from Remkus was seconded by Wagner and approved by a unanimous roll call vote of the members present:

Based on the submitted petition and testimony presented, I move that the Plan Commissions recommend to the Mayor and Village Board approval of a rezoning from R-1 to R-3 for the property legally described as part of ZBA Case Number 13-05, and commonly known as 5805 S. Holmes, Clarendon Hills, Illinois.

PLAT OF SURVEY

LOT 44 (EXCEPT THE SOUTH HALF THEREOF), LOTS 45 AND 46 IN BLOCK 2 IN KOPJE'S OF HINSDALE, BEING A SUBDIVISION OF THE WEST HALF OF LOT 8 IN HALL'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID KOPJE'S OF HINSDALE, RECORDED MARCH 14, 1900 AS DOCUMENT 71045, IN DUPAGE COUNTY, ILLINOIS.

Associated Surveying Group, LLC
 Illinois Prof. Design Firm No. 184-004973
 P.O. Box 810 Bolingbrook, IL 60440
 PH: 630-759-0205 FAX: 630-759-9291



62.50' (m/r)
HOLMES AVENUE
 62.50' (m/r)



REVISED: JULY 10, 2013
 ADDED MORE HOUSE TIES

State of Illinois }
 County of Will } SS

I, Michael G. Henry, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 29th day of APRIL, A.D., 2013 at Bolingbrook, IL.

Michael G. Henry
 Michael G. Henry
 Illinois Professional Land Surveyor No. 35-002900
 License Expires: November 30, 2014

FIELDWORK DATE: APRIL 25, 2013

CLIENT: RATHAN

JOB NO.: 72744-13

- LEGEND:**
- ASPHALT
 - WOOD/PVC
 - IRON PIPE
 - REBAR/ROD
 - PIPE
 - WALL
 - BRICK
 - CROSS
 - NOTCH
 - CHAIN LINK FENCE
 - WOOD FENCE
 - ALL OTHER FENCE TYPES
- ABBREVIATIONS:**
- A = ARC LENGTH
 - R = RADIUS
 - L = LENGTH
 - VAL = RECORD VALUE
 - VAL = MEASURED VALUE
 - B.S.L. = BUILDING SETBACK LINE
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- NOTES:**
- COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THE PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE.
 - BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO NOTED ON THE PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES.
 - ALL DIMENSIONS ARE IN FEET OR MORE.
 - CURVED LINES DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED. ALSO, ALL ARCS ARE TANGENT UNLESS OTHERWISE NOTED.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A PROCLAMATION RECOGNIZING FIRE PREVENTION WEEK AND FIRE SAFETY MONTH IN OCTOBER WITHIN THE VILLAGE OF WILLOWBROOK

AGENDA NO.

5h

AGENDA DATE: 8/26/13

STAFF REVIEW:**SIGNATURE:****LEGAL REVIEW:****SIGNATURE:**

N/A

RECOMMENDED BY VILLAGE ADMIN.:**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

David Zalesiak, Public Education Officer with the Tri-State Fire Protection District, requested that the Village of Willowbrook accept the Proclamation for Fire Prevention Week and Fire Safety Month in October. In accepting the Proclamation, it is the goal of the Tri-State Fire Protection District that more people will understand the seriousness of fire and take action to enforce fire safety.

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

The Mayor and Board of Trustees has over the past years passed Proclamations recognizing the month of October as Fire Safety Month and the first full week in October as Fire Prevention Week within the Village of Willowbrook. The Proclamation before the Mayor and Board of Trustees evening is similar to previously adopted proclamations and will hopefully assist the citizens of Willowbrook to become more aware of the importance of fire safety and fire prevention.

ACTION PROPOSED: PASS THE PROCLAMATION

Village of Willowbrook

Proclamation

WHEREAS, smoke and poisonous gases are the leading causes of death in fires and can kill a person long before the flames will; and

WHEREAS, underestimating the power of the fire and the time it takes to escape a home fire puts people at severe risk to fire death or injury; and

WHEREAS, developing a home fire escape plan and practicing it at least twice a year is critical to escape a fire safely; and

WHEREAS, making sure that multi-story homes and commercial buildings are equipped with working smoke detectors and fire alarms; and

WHEREAS, a complete home escape plan includes everyone in the household knowing two ways out of each room, having an outdoor meeting place where everyone meets when they are out of the house, and remembering the local fire emergency phone number; and

WHEREAS, the National Fire Protection Association (NFPA), the official sponsor of Fire Prevention, has documented many lives saved as a result of having all homes in Illinois equipped with smoke detectors; and

WHEREAS, the fire services is dedicated to the safety of lives and property from the devastating effects of fire; and

WHEREAS, the members of the fire service are joined by other concerned citizens of Willowbrook as well as other emergency service providers and safety advocates, businesses, schools, service clubs, and organizations in their fire safety efforts.

NOW, THEREFORE, I, FRANK A. TRILLA, Mayor of the Village of Willowbrook, do hereby proclaim the month of October as Fire Prevention month. Fire Prevention commemorates the Great Chicago Fire of 1871, which killed more than 250 people, left 100,000 homeless, and destroyed more than 17,400 buildings. For nearly 80 years since then, NFPA has successfully joined North American fire departments each year during Fire Prevention Week in a shared mission of making the public safer from fire. I call upon the people of Willowbrook to participate in fire prevention activities at work and school to ensure their safety and the safety of their families and friends in the event of a fire.

Proclaimed this 26th day of August, 2013.

Mayor

Attest:

Village Clerk

Proclamation for October as Fire Safety Month

WHEREAS smoke and poisonous gases are the leading causes of death in fires and can kill a person long before the flames will; and

WHEREAS underestimating the power of the fire and the time it takes to escape a home fire puts people at severe risk to fire death and injury; and

WHEREAS developing a home fire escape plan and practicing it least twice a year is critical to escape a fire safely; and

WHEREAS making sure that multi-story homes and commercial building are equipped with working smoke detectors and fire alarms; and

WHEREAS a complete home escape plan includes everyone in the household knowing two ways out of each room, having an outdoor meeting place where everyone meets when they are out of the house, and remembering the local fire emergency phone number; and

WHEREAS NFPA, the official sponsor of Fire Prevention, has documented many lives saved as a result of having all homes in Illinois equipped with smoke detectors; and

WHEREAS the fire services is dedicated to the safety of lives and property from the devastating effects of fire: and

WHEREAS the members of the fire service are joined by other concerned citizens of Willowbrook As well as other emergency service providers and safety advocates businesses, schools, service clubs and organizations in their fire safety efforts; therefore

I, Mayor Frank Trilla, Mayor of Willowbrook, do hereby proclaim the month of October as Fire Prevention month. Fire Prevention commemorates the Great Chicago Fire of 1871, which killed more than 250 people, left 100,000 homeless, and destroyed more than 17,400 buildings. For nearly 80 years since then, NFPA has successfully joined North American fire departments each year during Fire Prevent Week in a share mission of making the public safer from fire.

I call upon the people of Willowbrook to participate in fire prevention activities At work and school to ensure their safety and the safety of their families and friends in the event of a fire.

FOUNDED IN 1946

TRUSTEES

Hamilton "Bo" Gibbons
Jill K. Strenzel
Michael L. Orrico



CHIEF ADMINISTRATOR

Michelle A. Gibson

DEPUTY CHIEF

Paul L. Ross

DEPUTY CHIEF

Jack L. Mancione

**TRI-STATE
FIRE PROTECTION DISTRICT**

419 PLAINFIELD ROAD • DARIEN, ILLINOIS 60561 • (630) 323-6445

August 16, 2013

Mayor Frank Trilla
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Dear Mayor Trilla,

Day after day we hear and read about fires that kill men, women, and children of all ages. At times it can wipe out an entire family. Even when there are no deaths involved in fires, the loss of property can add up to thousands, possibly millions of dollars. Not to mention the sentimental loss to its victims. The Tri-State Fire District works hard at getting the word out on fire safety with programs we provide to schools and businesses. At the Tri-State Fire District, we know that there are still people that can benefit from a Re-emphasis on fire safety. They believe that it will never happen to them.

That's why we are asking the Village of Willowbrook to accept this Proclamation for Fire Prevention Week and Fire Safety Month in October. I think that by accepting this Proclamation, more people will understand the seriousness of fire and take action to enforce fire safety.

Thank you for your time,

David D. Zalesiak

Public Education Officer

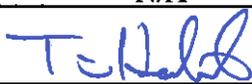
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A PROCLAMATION HONORING THE DUPAGE CONVALESCENT CENTER ON THEIR 125TH ANNIVERSARY

AGENDA NO.**5i****AGENDA DATE:** 8/26/13**STAFF REVIEW:** Cindy Stuchl**SIGNATURE:** **LEGAL REVIEW:** DNA**SIGNATURE:** N/A**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The DuPage Convalescent Center will be hosting a 12-month celebration period for their 125th Anniversary beginning August 28, 2013. They will be incorporating this proclamation into their official record for this event.

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

None.

ACTION PROPOSED: ADOPT THE PROCLAMATION

Village of Willowbrook

Proclamation

WHEREAS, the DuPage Convalescent Center first opened their doors in 1888 as a farm where residents supported themselves and provided food for DuPage County jail inmates; and

WHEREAS, the DuPage Convalescent Center became a nursing care facility in the 1930's; and

WHEREAS, the DuPage Convalescent Center provides quality long term care as well as short term rehabilitative services to DuPage County residents in a professional and cost effective manner; and

WHEREAS, the DuPage Convalescent Center has developed into one of the most modern, best equipped, professionally staffed, treatment and rehabilitation centers for the chronically ill in the State of Illinois; and

NOW, THEREFORE, I, FRANK A. TRILLA, Mayor of the Village of Willowbrook, do hereby congratulate the DuPage Convalescent Center on their 125th Anniversary and encourage all Willowbrook residents to participate in their 12-month celebration period beginning August 28, 2013.

Proclaimed this 26th day of August, 2013.

Attest:

Mayor

Village Clerk

August 2, 2013

The Honorable Frank A. Trilla
Mayor
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Dear Mayor Trilla,

Warm summer greetings from the DuPage Convalescent Center!

I am pleased to share the news that in August of 2013, the DuPage Convalescent Center will be celebrating the **125th Anniversary** of providing service to the DuPage community.

We are planning a number of activities and events throughout the next year to honor and celebrate this very special occasion. These activities will serve not only to celebrate the occasion but to remind our community of the rich history, traditions and accomplishments of those who came before us.

We are reaching out to a select group of supporters and local, state and national government leaders to not only inform you of this historic moment in our history, but to also respectfully ask for your assistance and support in providing or securing congratulatory proclamations, resolutions, and letters of congratulation.

It is our intention to include all such documents in the official record of this 125th anniversary event and to share them with our residents, families, staff and other friends throughout the 12-month celebration period. The official anniversary date is **August 28, 2013**. We are hoping to have a number of public acknowledgements in hand by that date. As a framework for requesting your support, the following facts are being provided. Please feel free to use/incorporate these into any document you may be able to provide for us.

DUPAGE CONVALESCENT CENTER
125TH ANNIVERSARY
History/Facts

The DuPage Convalescent Center then...

- Began in 1888 as the County Alms House or Poor Farm.
- Residents of the home farmed the 217 acre parcel and had a herd of dairy cattle.
- They supported themselves and provided additional food to the county jail inmates.
- Became a nursing care facility in the 1930's.

over

- The original building was demolished in the 1980's in order to allow for further expansion.

Today...

- Provide quality long-term care and short term rehabilitation services in a professional and cost effective manner.
 - Care for over 300 residents, of which approximately 80% are Medicaid (i.e public aid) recipients.
 - Approximately 25% of our residents are under age 65
 - We are a unique facility that encourages our residents in doing as much as they can, as well as they can for as long as they can.
 - Our oldest resident is currently 107 years of age.
-

Thank you in advance for your efforts on behalf of the DuPage Convalescent Center. Please feel free to contact me directly should you have questions or need any additional information. I can be reached at 630-784-4201 or at my email address, shauna.berman@dupageco.org. Proclamations, resolutions and letters of congratulation may be sent to:

***The DuPage Convalescent Center
Administration
Shauna Berman
400 County Farm Road
Wheaton, IL 60187***

With sincere appreciation,



Shauna Berman
Interim Assistant Administrator

Convalescent Center

Convalescent Center Overview

- Convalescent Center
- About Convalescent Center
 - General Info
 - Contact Us
 - Blue Ribbon Report (HOF)
 - News
- Admission Information
- Annual Fall Festival
- Rehabilitation Services
- Special Services
- Therapeutic Activities
- Donations and Fundraising
- Volunteering
- Privacy Policies
- Reporting Methods
- FOIA for Convalescent Center

From Past to Present, Celebrating over 120 Years of Dedicated Service to DuPage County Residents!



The DuPage Convalescent Center was originally built in 1888, started as a County Almshouse for the indigent. Residents of the home farmed the 217 acre parcel and had a herd of dairy cattle. They supported themselves and provided additional food to the county jail inmates. It wasn't until the 1900's that it became a nursing facility that provided much needed health care to the community. It has developed into one of the

most modern, best equipped, professionally staffed, treatment and rehabilitation centers for the chronically ill in the State of Illinois.

Since its inception, the DuPage Convalescent Center has continually maintained a high standard of professionalism in all phases of its operation, and the facility is recognized for its excellent patient care and intense in-service education programs. It complies with standards set by the Illinois Department of Public Health, the Centers for Medicare and Medicaid Services, and the Joint Commission on Healthcare Accreditation.

The center has a total of 350 beds, with approximately 70% occupied by Public Aid recipients and 25% being under the age of 55 years. We are a unique facility that encourages our residents in doing as much as they can, as well as they can for as long as they can. We focus on resident strengths and look for ways to help them feel productive and have meaningful lives.

Mission

The mission of the DuPage Convalescent Center is to provide quality long term care as well as short term rehabilitative services to DuPage County residents in a professional and cost effective manner.

It is the sincere goal of the entire staff to recognize and serve each resident's needs, desires, interests and emotions.

We employ those interventions of treatment, therapy and activity which restore health, dignity and hopefulness to residents, by assisting them to do as much as they can, as well as they can, for as long as they can.

There is no limit to the possible innovations in these treatments, therapies and activities. When appropriate, we strive to return residents to their home and the community.



Accreditations and Certifications

- * Department of Health and Human Services
- * Illinois Department of Public Health
- * Illinois Department of Public Aid Exceptional Care
- * Medicaid

Contact Us [More »](#)

Interim Administrator:
Jennifer Ulmer

Phone:
630-665-6400

Fax:
630-724-4203

Admissions Fax:
630-784-1319

Address:
DuPage Convalescent Center
300 N. County Farm Rd.
Whiston, IL 60187

Email: admission@dupageco.org

Follow us on Facebook:

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- [Convalescent Center Volunteers](#)
- [Convalescent Center Foundation](#)

Volunteer!

[Volunteer Information Center](#)

[Volunteer Application](#)

[Short-term \(Episodic\) Volunteer Application](#)

Find out more!

[Recreation Calendar August 2013](#)

Press Releases [More »](#)

[DuPage Convalescent Center Congratulates Scholarship Recipients](#)

[DPCC Foundation to Host Golf Outing June 12th](#)

[DuPage Wellness Center Recognizes Joe Hanzel For Shamrock Fitness Challenge](#)

[Stay Fit at the DuPage Convalescent Wellness Center](#)

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE – WALGREEN’S – RUSTIC FALLS NATURE CAMP

AGENDA NO.

5j

AGENDA DATE: 08/26/13

STAFF REVIEW: Cindy Stuchl

SIGNATURE: Cindy Stuchl

LEGAL REVIEW: N/A

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: T. Held

REVIEWED & APPROVED BY COMMITTEE: YES N/A

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

Rustic Falls Nature Camp is a customized camp experience for at-risk-youth, cancer survivors, and physically and mentally challenged children and adults. They have submitted an application to hold a raffle. This raffle will be held on August 31, 2013 at Walgreens, 501 Plainfield Road, Willowbrook, Illinois.

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

This is the first application for this organization.

ACTION PROPOSED: Approve Application to hold a Raffle.



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

1. The name of the Licensee:

Frank Lentz Foundation - Rustic Falls Nature Camp

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

Estimated \$500.00

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

\$100.00

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

\$1.00 for each raffle ticket

5. The maximum number of days during which chances may be issued or sold.

August 27 - 31, 2013

6. The date on which the drawing is to be held.

Saturday, August 31, 2013

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

Walgreen's, 501 Plainfield Road

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING HELD ON THE 26th DAY OF August, 2013.

Leroy R. Hansen
Village Clerk



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

APPLICATION FOR LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

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

Name	Address	Age
John Glaubke	501 Plain Field Rd	37
(Walgreens)	Willowbrook, IL	
CLAUDRE	60527	

Date of incorporation, if corporation: Frank Lentz Foundation

Date of formation of organization: June 2005

Object for which organization or corporation was formed: Rustic Falls Nature Camp - Camp for children with special needs

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

Walgreens - 501 Plain Field Rd Willowbrook, IL
August 31st 2013

- The date on which the drawing is to be held

August 31st 2013

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

Walgreens Willowbrook - 501 Plain Field Rd

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

Yes: _____

No: X

If yes, explain: _____



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Illinois Route 66 Scenic Byway

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

\$500

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

\$100

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

\$1 / ticket

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

Yes: _____

No: X

If yes, state reasons: _____

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

I affirm

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

I AFFIRM

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

Signature:

JG

Date 8-16-13

John Gleubke

(708) 268-0678

BUILDING A DREAM

MISSION STATEMENT

Rustic Falls Nature Camp is a customized camp experience for small groups. The goal is to create unique outdoor experiences for at-risk-youth, cancer survivors and physically and mentally challenged children and adults. Each camp is tailored to the special needs of each group.

Rustic Falls Nature Camp strives to offer a safe, nurturing environment that provides recreational and educational activities to enhance the lives of children and their families.

The Lentz family began developing a Burlington, Wisconsin, dairy farm into a unique nature camp.

Under the Frank Lentz Foundation, the cobblestone house was purchased and renovated into a welcoming environment for all who visit.



SPONSOR A GROUP

Rustic Falls does not charge groups, and relies on the generosity of sponsors to support camp programs. A donation of \$500 covers the cost of food and activities for group of campers. If you would like to sponsor a group, For more information on how you can sponsor a group, visit our website

rusticfallsnaturecamp.org



Rustic Falls opened its doors to the first group of campers.

2009

The construction of a new house across the street from the cobblestone began. The facility was named Kay's Cottage.

2010



Horseshoe Roping
Nature Hike
Fishing
Basketball
Camping
Ziplining
Movie Night

Swimming
Shooting
Ice Skating
Axe and Chain
Climbing
Summer Activities
Hunt Camp



The construction on Kay's Cottage was completed. This beautiful home provides a place for volunteers to stay.

2013

2012

LETTER FROM THE FOUNDERS

Dear Friends,

In June of 2006, our lives took an unexpected turn when I was diagnosed with stage four colon cancer. My priorities became my family, my health and working toward a future. The love and support of friends and family and the excellent medical care I received pushed me to realize a life-long goal: to open Rustic Falls Nature Camp.

Over the years, we have made great strides. In 2006, we purchased an old dairy farm in Burlington, Wisconsin. With the help of volunteers and donations, an 1880's cobblestone house has been transformed into a beautiful facility. In October of 2010, our first group of children stayed at the camp. Since then, the camp has welcomed children with autism, families battling cancer, at-risk youth, and refugees from around the world.

Rustic Falls Nature Camp is a place for kids to be kids. A place where the pressures of everyday life melt away. Each of the camp sessions is tailored to meet the special needs of the group, with an emphasis on connecting with nature.

The renovation of the camp stand as a testament to the generosity of the human spirit. It has been amazing to watch Rustic Falls grow and transform into something so beautiful at the hand of so many amazing people. Together, the possibilities are endless.

Sincerely,
Eric Lentz & Deanna Hallagan



RUSTIC FALLS

NATURE CAMP

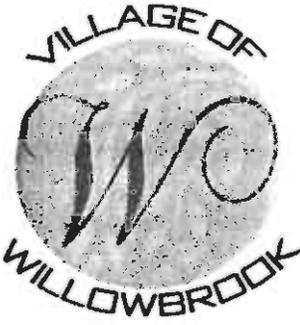
THE
FRANK LENTZ
FOUNDATION

Rustic Falls Nature Camp
5537 Cranberry Road
Burlington, Wisconsin
53105

Phone: (847) 763-2100

For more information, visit our
website:

rusticfallsnaturecamp.org



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org
July 26, 2013

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Misteale

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



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Illinois Route 66 Scenic Byway

Ms. Lisa Deering
21 Portwine Rd
Willowbrook Il 60527

Re: Account No. 350225.003
Delinquent Water Bill

Dear Ms. Deering:

Please be advised that your water bill is now delinquent in the amount of \$217.73. 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 August 26, 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



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org
July 26, 2013

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

Ms. Michelle Reck
25 Kyle Ct
Willowbrook Il 60527

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 \$187.50. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 26, 2013, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



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Illinois Route 66 Scenic Byway

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING SECTION 3-12-3 ENTITLED, "LOCAL LIQUOR CONTROL COMMISSIONER:" AND SECTION 3-12-22 ENTITLED, "REVOCATION; SUSPENSION; COSTS:" OF CHAPTER 12 ENTITLED, "LIQUOR" OF TITLE 3 ENTITLED, "BUSINESS" OF THE VILLAGE CODE FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO.

8

AGENDA DATE: 8/26/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: TOM BASTIAN JR.

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 HISTORY)

Although in the past, the mayor has served as the designated Village Liquor Control Commissioner and has typically fulfilled the duties of the position, Mayor Trilla would prefer to not serve directly as the Village Liquor Control Commissioner. In accordance with the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-2), the mayor may appoint one or more deputy local liquor control commissioners(s) to perform the duties. The established compensation for the Village's Local Liquor Control Commissioner is currently fixed at an annual salary of six thousand dollars (\$6,000).

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

The current Village Ordinance pertaining to the local liquor control commissioner was found to be outdated with regard to various provisions of the current state law, including the ability to designate a deputy local liquor control commissioner. The Village Attorney has prepared the attached amendatory ordinance updating the necessary Village Ordinance sections pertaining to the local liquor control commissioner and including the ability for the mayor to appoint a deputy local liquor control commissioner.

Mayor Trilla intends to appoint Trustee Oggerino as the Village Deputy Local Liquor Control Commissioner. With regard to compensation, the mayor can determine the amount of compensation to be paid to the appointed Deputy Local Liquor Control Commissioner which shall be deducted from the \$6,000 sum allocated to the mayor. Mayor Trilla intends to compensate Trustee Oggerino in the in the full annual amount of \$6,000 to perform the duties.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE 13-O-_____

ORDINANCE AMENDING SECTION 3-12-3 ENTITLED, “LOCAL LIQUOR CONTROL COMMISSIONER:” AND SECTION 3-12-22 ENTITLED, “REVOCATION; SUSPENSION; COSTS:” OF CHAPTER 12 ENTITLED, “LIQUOR” OF TITLE 3 ENTITLED, “BUSINESS” OF THE VILLAGE CODE FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook as amended, be further amended, by amending Title 3, Chapter 12, Section 3-12-3(A), (B) and (C)(1) and Section 3-12-22, to read as follows:

SECTION ONE: 3-12-3: LOCAL LIQUOR CONTROL COMMISSIONER:

“(A) Village Mayor To Serve As Commissioner: The mayor shall serve as the village’s “local liquor control commissioner” pursuant to the provisions of Section 4-2 of the Liquor Control Act of 1934 (the “Act”), (235 ILCS 5/4-2) and shall be charged with the administration of both the Act and of all such ordinances and resolutions related to alcoholic liquor as may be enacted by the mayor and board of trustees of the village from time to time. The mayor may appoint one or more deputy local liquor control commissioner(s) to exercise those powers and perform those duties provided to the local liquor control commissioner. Any such appointment shall be in writing, signed by the mayor, served upon the village manager, and shall detail the duties and authority assigned to the deputy liquor control commissioner. The mayor shall also be authorized to revoke, in writing, the appointment of any deputy local liquor control commissioner.

(B) Compensation: The village board shall establish by ordinance all compensation to be paid to the mayor, as the village’s local liquor control commissioner, as said board may from time to time deem commensurate with the duties vested in the local liquor control commissioner.

Until the expiration of the incumbent mayor’s current term of office following the next general municipal election in April 2013, both the incumbent mayor and any person subsequently elected to serve out the unexpired term of the said incumbent’s term of office shall, as the village’s local liquor control commissioner, continue to be paid fifty dollars (\$50.00) per week, the same to be payable for each of the fifty-two (52) weeks of each year.

Following the expiration of the incumbent mayor’s current term of office after the next general municipal election in April 2013, all those persons thereafter sworn in as the elected mayor shall, as the village’s local liquor control commissioner, or any deputy local liquor control

commissioner so appointed, receive as part time compensation for the performance of his or her official duties, a combined annual salary of six thousand dollars (\$6,000.00) payable monthly in twelve (12) equal installments of five hundred dollars (\$500.00).

The payment of such part time salaried compensation to the mayor, as the village's local liquor control commissioner, or to any deputy liquor control commissioner, shall be in accordance with the provisions of both this section and that of 65 Illinois Compiled Statutes 5/3.1-50-5 prohibiting any increase or diminution in the compensation of an elected officer which takes effect during the elected officer's current term of office.

The mayor is hereby authorized to determine the amount of compensation that shall be paid to any deputy local liquor control commissioner for each year. The amount of any compensation paid to a deputy local liquor control commissioner shall be in writing, signed by the mayor and served upon the village manager and village finance director. Any compensation paid to a duly appointed deputy local liquor control commissioner shall be deducted and paid from the annual six thousand dollar (\$6,000.00) sum allocated to the mayor as local liquor control commissioner. The total salary paid to the local liquor control commissioner and any and all appointed deputy local liquor control commissioners shall not exceed six thousand dollars (\$6,000.00) in the aggregate in any year.

(C) Powers and Duties: The local liquor control commissioner and deputy local liquor control commissioners shall have all of the powers and duties set forth in the Liquor Control Act, including:

1. To grant and/or suspend for not more than thirty (30) days or revoke for cause, all local licenses issued to persons or entities for premises within the village. In addition to any suspension or revocation, the local liquor control commissioner or deputy local liquor control commissioner may levy a fine on the licensee. The fine imposed shall not exceed one thousand dollars (\$1,000.00) for a first violation in a twelve (12) month period, one thousand five hundred dollars (\$1,500.00) for a second violation in a twelve (12) month period and two thousand five hundred dollars (\$2,500.00) for a third and subsequent violation in a twelve (12) month period. Each day on which a violation continues shall constitute a separate violation. Not more than fifteen thousand dollars (\$15,000.00) in fines may be imposed against any licensee during any license year."

SECTION TWO: The remaining provisions of Section 3-12-3 shall remain in full force and effect and unamended by this Ordinance.

SECTION THREE: 3-12-22: REVOCATION; SUSPENSION; COSTS:

“(A) The local liquor control commissioner or appointed deputy local liquor control commissioner may revoke or suspend any license issued by him if he determines that the licensee has violated any of the provisions of the Liquor Control Act or any provision of this

code or any applicable rule or regulation established by the local liquor control commissioner or the Illinois Liquor Control Commission which is not inconsistent with law. In addition to any suspension or revocation, the local liquor control commissioner or deputy local liquor control commissioner may levy a fine on the licensee. The fine imposed shall not exceed one thousand dollars (\$1,000.00) for a first violation in a twelve (12) month period, one thousand five hundred dollars (\$1,500.00) for a second violation in a twelve (12) month period and two thousand five hundred dollars (\$2,500.00) for a third and subsequent violation in a twelve (12) month period. Each day on which a violation continues shall constitute a separate violation. Not more than fifteen thousand dollars (\$15,000.00) in fines may be imposed against any licensee during any license year.

(B) No such license shall be so revoked or suspended and no licensee shall be fined except after a public hearing by the local liquor control commissioner or deputy local liquor control commissioner with a three (3) day prior written notice to the licensee affording the licensee an opportunity to appear and defend.

(C) If the local liquor control commissioner or deputy local liquor control commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community he may, upon the issuance of a written order stating the reason for such conclusion, and without notice or hearing, order the licensed premises closed for not more than seven (7) days giving the licensee an opportunity to be heard during that period, except that if such licensee shall also be engaged in the conduct of another business or businesses on the licensed premises, such order shall not be applicable to such other business or businesses.

(D) The local liquor control commissioner or deputy local liquor control commissioner shall, within five (5) days after such hearing, if he determines after such hearing that the license should be revoked or suspended or that the licensee should be fined, state the reason or reasons for such determination in a written order and either the amount of the fine and/or the period of suspension or that the license has been revoked, and serve a copy of such order within five (5) days upon the licensee.

(E) Any licensee determined by the local liquor control commissioner or deputy local liquor control commissioner to have violated any of the provisions of the Liquor Control Act, or any ordinance or resolution of the village, or any rule or regulation established by the local liquor control commissioner or the Illinois Liquor Commission, shall pay to the village the cost of the hearing before the local liquor control commissioner on such violation. The local liquor control commissioner or deputy local liquor control commissioner shall determine the costs incurred by the village for said hearing including, but not limited to: court reporter fees; the costs of transcripts or records; attorney fees; the cost of preparing and mailing notices and orders and all other miscellaneous expenses incurred by the village; or, such lesser sum as the local liquor control commissioner may allow.

(F) The licensee shall pay said costs to the village within thirty (30) days of the notification of the costs by the local liquor control commissioner or deputy local liquor control commissioner. Failure to pay said costs within thirty (30) days of notification is a violation of this section, and may be cause for license suspension or revocation.

(G) In the event of an appeal to the Illinois Liquor Control Commission, and in cases where appeal is taken pursuant to the Administrative Review Act, payment is due forty (40) days after entry of an order finally affirming the determination of the local liquor control commissioner.

(H) A review of the decision of the local liquor control commissioner or deputy local liquor control commissioner shall be as provided for in Section 7-9 of the Liquor Control Act of 1934 (235 ILCS 5/7-9) and shall be limited to a review of the official record of the proceedings of the local liquor control commission.”

SECTION FOUR: All ordinances, portions of any ordinance in conflict and the provisions of this ordinance are expressly repealed solely to the extent of such conflict.

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

Passed and Approved this 12th day of August, 2013, by a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

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

AGENDA NO.

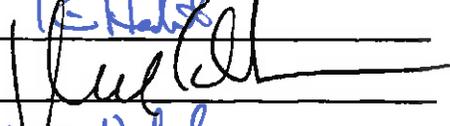
9

AGENDA DATE: 8/26/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: 

LEGAL REVIEW: Michael Durkin, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

On August 9, 2013, the rank and file members of the IFOP Patrol Officer and Sergeant Labor Union will vote on the ratification of a new Collective Bargaining Agreement (CBA). The Agreement provides for a three-year term commencing May 1, 2013 and extending through April 30, 2016. The bargaining process started in May of this year and was concluded in July. The discussed items were then presented to the Village Board and reviewed. The draft CBA was then reviewed by the Village Labor Attorney, Mr. Michael Durkin of Storino Ramello and Durkin, and exact language revisions were worked out with Mr. Kevin Krug of the IFOP.

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

With regard to wage, the CBA includes increases of 2.5%, 2.5%, and 2.75% over the next three years achieved through a step plan schedule. Another economic related item includes an increase in Field Training Officer (FTO) pay. Other contract language changes include: substitution of the prior fitness examination with an annual wellness program, the removal of unfounded complaints from employee personnel files, limits on the disclosure of personal information, restriction on the use of department surveillance equipment, written complaint process revision, the inclusion of a new overtime selection process for sergeants, and the change in the term "police officer" to "covered member" throughout the agreement.

The attached version of the CBA document depicts the changes made via strikeout, bold font, and underline. (Please disregard the Table of Contents referenced page numbers, as page number designations will likely change during the final formatting of the document.)

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 13-R-_____

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

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village hereby approves an Agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police (IFOP) Labor Council, effective May 1, 2013 through April 30, 2016, and that the Mayor and Village Clerk are hereby authorized to sign the Agreement attached hereto and incorporated herein as Exhibit "A" and any other ancillary documents

ADOPTED and APPROVED this 26th day of August, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF WILLOWBROOK Sergeants & Police Officers

May 1, 2013 – April 30, 2016

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Collective Bargaining Labor Agreement is entered into by and between the VILLAGE OF WILLOWBROOK, hereinafter also referred to as the "EMPLOYER" or ~~the~~ "VILLAGE," and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter also referred to as the "UNION" or ~~the~~ "LABOR COUNCIL."

ARTICLE 1 RECOGNITION

Section 1.1 Representative Unit

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

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

Section 1.2 Dues Check-Off

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

Section 1.3 Fair Share

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

ARTICLE 2 PROBATIONARY OFFICERS

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

ARTICLE 3 MANAGEMENT RIGHTS

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

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

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

ARTICLE 4 ENTIRE AGREEMENT

This **Labor** Agreement constitutes the complete and entire **Labor** Agreement between the parties and concludes collective bargaining between the parties for its term, subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act. This **Labor** Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this **Labor** Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 5 NO STRIKE

Section 5.1 No Strike

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

Section 5.2 Union's Responsibility

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

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

Section 5.5 Discipline of Strikers

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

ARTICLE 6 HOURS OF WORK

Section 6.1 Purpose of Article

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

Section 6.2 Work Schedules

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

Section 6.3 Hours of Work

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

Section 6.4 Overtime Compensation

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

Section 6.5 Required Overtime / Patrol Officers

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

Scheduled Overtime Posted overtime assignments for **full-time Patrol Officers** shall be filled by rotating seniority based on the seniority list posted in the patrol room. ~~Bargaining unit members~~ **Patrol Officers** shall make one (1) selection from the posted overtime when the pin is on their name. ~~Bargaining unit members~~ **Full-time Patrol Officers** will have twenty-four (24) hours in which to make the selection, with the pin moving at 9:00am every day. The Department

command shall be responsible for moving the pin Monday through Friday, with the Day Shift supervisor responsible for moving the pin on Saturday and Sunday. Any assignment not filled by the regular process on the day before the assignment (Friday for Sunday and Monday details), shall be filled by pick or pass. A pick or pass movement is defined as the acceleration of the pick process from twenty-four (24) hour selection period to an immediate pick or pass process. If the assignment remains unfilled four (4) hours before the start of the detail the following will be implemented: If the assignment is for shift coverage, the least senior on-duty ~~bargaining unit member~~ **Patrol Officer** will be ordered to fill the vacancy.

Un-Scheduled Overtime Vacancies created shall be offered to ~~bargaining unit members~~ **full-time Patrol Officers** on duty by seniority. If the vacancy is not filled by a ~~bargaining unit member~~ **full-time Patrol Officer** on duty, such shall be offered to ~~other bargaining unit members~~ off duty full-time Patrol Officers by seniority, to the most senior first, then in descending order. If the vacancy stills remains unfilled, other covered members ~~not~~ in the rank of ~~Patrol Officer or Sergeant~~ will be provided the opportunity for the overtime **as described in Section 6.11. If the vacancy stills remains unfilled, other covered members will be provided the opportunity for the overtime.** If the vacancy is not filled after all covered members as denoted above have been offered the opportunity, the vacancy shall be filled by the least senior ~~bargaining unit member~~ **full-time covered member in the rank of Patrol Officer** on duty for the shift needing to be filled. **Until two (2) or more Sergeants are staffed by the Village, Sergeants will be treated as Patrol Officers, for purposes of filling overtime assignments, as described in this Section 6.5.**

Other Overtime Details

All overtime details (excluding shift overtime) shall be made available to all bargaining unit members. Bargaining unit members shall make selections based on the pick/pass process in accordance with the scheduled overtime procedure.

Section 6.6 Officer-In-Charge

Officers designated as Officers-In-Charge will be paid \$4.00 for each hour worked in that capacity.

Section 6.7 Call Back

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

Section 6.8 No Pyramiding

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

Section 6.9 Compensatory Time

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

Section 6.10 Field Training Officer

A **covered member** assigned as a Field Training Officer (FTO) shall receive additional compensation in the amount of **one (1) hour** at the **covered member's** overtime rate for each

~~week shift of service as an FTO. An FTO who performs in that capacity three (3) days during a week shall be regarded as having served as an FTO for the entire week.~~

Section 6.11 Required Over-Time /Sergeants

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

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

Un-Scheduled Overtime Vacancies created shall be offered to Sergeants on duty by seniority. If the vacancy is not filled by a Sergeant on duty, such shall be offered to off-duty Sergeants by seniority, by the most senior first, then in descending order. If the vacancy stills remains unfilled, other full time Covered Members in the rank of Patrol Officer on duty will be afforded the opportunity to fill the vacancy, by seniority. If the vacancy is not filled by a Full Time Covered Patrol Officer on-duty, off-duty full time Covered Patrol Officers by seniority, to the most senior first, then in descending order, will be provided the opportunity for the overtime. If the vacancy is not filled after all Covered Members, as denoted above, have been offered the opportunity, the vacancy shall be filled by the least senior Sergeant on duty for the shift needing to be filled. Until two (2) or more Sergeants positions are staffed by the Village, Sergeants will be treated as Patrol Officers, for purposes of filling overtime assignments, as described in Section 6.5 of this Agreement. Whenever two (2) or more Sergeants positions are staffed by the Village, overtime assignments for shift work and details (scheduled and unscheduled) for a Sergeant's position shall be first offered to Sergeants, in accordance with the procedures described above.

ARTICLE 7 FURLOUGHS

Section 7.1 Furloughs

The following are designated holidays for purposes of this Article:

New Year's Day

Thanksgiving

Martin Luther King Day
Good Friday
Memorial Day
Fourth of July
Labor Day

Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

~~Officers~~ **Covered members** shall receive eleven (11) days of paid furlough within each anniversary year in lieu of holidays. ~~The Officer~~ **Covered members** shall request a furlough and approval shall be given by the Chief of Police **or designee** with regard due to scheduling considerations, but approval of the use of furlough days shall not be unreasonably denied. At the separation of any ~~Police Officer~~ **covered member** from Village employment, the Employer shall pay to such ~~Officer~~ **covered member** an additional compensation equal to the accrued and prorated pay rate of furlough for the current anniversary year. ~~Employees~~ **Covered members** will be paid extra pay, at their regular rate, for the hours they work on holidays.

Section 7.2 General Leaves of Absence

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

Section 7.3 Military Leave

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

Section 7.4 Jury Duty

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

Section 7.5 Benefits While on Leave

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

Section 7.6 Public Employee Disability Act Leave

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

Section 7.7 Family and Medical Leave

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

Section 7.8 Family Military Leave

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

ARTICLE 8 INSURANCE

Section 8.1 Coverage

The Employer shall provide for each ~~Officer~~ covered member term life insurance policy in an amount not less than one and three-quarters ($1\frac{3}{4}$) times base pay (annual base salary plus longevity) at the Employer's expense. In addition, the Employer shall provide for each ~~Officer~~ covered member accidental death and dismemberment insurance in the same amount at the Employer's expense. The Employer shall allow ~~Officers~~ covered members collectively to purchase at the ~~Officer's~~ covered member's expense additional life insurance or accidental death and dismemberment insurance up to \$100,000. Premiums for this additional coverage shall be paid through regular payroll deductions. The Employer shall provide for each ~~Officer~~ covered member comprehensive medical insurance policy including major medical insurance at the Employer's expense. The Employer shall provide for each ~~Officer~~ covered member dental insurance policy at the Employer's expense. At the request of any ~~Officer~~ covered member, the Employer shall provide a dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to ~~Officers~~ covered members to any eligible dependent of the ~~Officer~~ covered member. The Employer's contribution toward the cost of the premium for dependent coverage will be eighty percent (80%). The Village will pay **one-hundred percent** (100%) of the premium for employee coverage under the HMO plan and eighty percent (80%) of the premium for dependent coverage under the HMO plan. The Village agrees that it will use its best efforts to prevent any reductions in optical benefits provided in the current HMO plan.

Section 8.2 Termination of Coverage

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

Section 8.3 Pensioned Officers

Any pensioned ~~Officer~~ covered member shall be eligible to make application for conversion of benefits at ~~his or her~~ their expense consistent with applicable laws. The Employer agrees to make its best effort to help secure such conversion benefits if requested by the ~~Officer~~ covered member. Any ~~Officer~~ covered member on leave of absence with or without pay or on temporary leave or on an extended disability leave shall have life, dental, medical and accidental death and dismemberment benefits as determined by the Village Administrator consistent with law. Such options of the Village Administrator may include:

- A. Full benefits at Employer's expense; or
- B. Full benefits at ~~Officer's~~ the covered member's expense; or
- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the ~~Officer's~~ covered member's expense.

Section 8.5 Termination of All Benefits

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

Section 8.6 Death of an Officer

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

Section 8.7 Health Insurance Buy-Back Program

Any ~~employee~~ **covered member** who does not want to be covered by a Village health insurance plan may decline the coverage. This includes an ~~employee~~ **covered member** declining family coverage, single coverage or declining dependent coverage and keeping single coverage (such ~~employee~~ **covered member** must be eligible for the form of coverage). However, because having health insurance is vitally important, no individual will be allowed to decline coverage unless they can offer proof of coverage under another health insurance policy. An ~~employee~~ **covered member** may only terminate their health insurance election to receive the buy-back benefit during the annual open enrollment period, and/or upon a qualifying event (e.g., divorce, birth of a child). ~~Covered members~~ **Employees** wishing to terminate their health insurance coverage in order to take advantage of this policy must complete a waiver form and return it to the Finance Department. This waiver will apply to both single (employee only) and dependent and family coverage. A copy of a current medical insurance card showing evidence of coverage through another health insurance carrier must be attached. Following this submission verifying coverage, the insurance through the Village will be terminated effective the first day of the following month after the form is submitted to Finance. ~~Employees~~ **Covered member's** wishing to take advantage of this policy acknowledge that neither the Village nor the Union is liable for any losses sustained by an ~~employee~~ **covered member** electing to waive ~~his/her~~ **their** health insurance coverage(s) under the existing group insurance plan in favor of coverage under an outside plan of any kind; and further, that the ~~employee~~ **covered member** assumes all risks in deciding to waive coverage pursuant to this Section.

If single coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If family coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If dependent coverage is waived (employee goes from family to single coverage) the reimbursement is fifty percent (50%) of the current single premium the Village pays. The reimbursement will be distributed through payroll over twenty-four (24) pay periods. All payments are considered income and are subject to normal withholdings. Individuals whose spouse is also a Village employee are eligible for this reimbursement plan.

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

ARTICLE 9 VACATIONS

Section 9.1 Vacation Leave

All ~~Officers~~ covered members are eligible for vacation with pay as follows:

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

Section 9.2. Vacation Computation

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

Section 9.3 Vacation Approval and Scheduling

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

Section 9.4 Accumulation of Vacation Leave

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

Section 9.5 Pay in Lieu of Vacations

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

Section 9.6 Advancement of Vacation Pay

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

Section 9.7 Termination of Employment

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

Section 9.8 Officers on Special Leave

~~Officers~~ Covered members on special leave shall be subject to the following:

- A. ~~Officers~~ Covered members on disability, military or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.

- B. ~~Officers~~ **Covered members** on special leave without pay shall not earn vacations for the period of the leave.
- C. ~~Officers~~ **Covered members** on leave receiving Workers' Compensation benefits from the Employer shall earn vacation at the normal rate discussed above.

ARTICLE 10 BEREAVEMENT, EMERGENCY, AND SICK LEAVE

Section 10.1 Bereavement Leave

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

Section 10.2 Emergency Leave

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

Section 10.3 Sick Leave

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

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

disability and likelihood of the ~~Officer~~ covered members ever being capable of resuming ~~his or her~~ their duties.

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

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

- G. Notwithstanding any provision contained herein to the contrary, when an illness or injury of a member of an ~~Officer's~~ covered members immediate family does not warrant the granting of an emergency leave, an ~~Officer~~ covered member may

use sick days to provide necessary care to such family member, subject to the conditions set forth in Paragraph F. For purposes of this Paragraph G, a member of an ~~Officer's~~ **covered members** immediate family is defined as a family member living in the ~~Officer's~~ **covered members** home and a parent, parent-in-law, son, daughter, son-in-law, and daughter-in-law (including step parents and children) of an ~~Officer~~ **covered member** not living in the ~~Officer's~~ **covered member** home.

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

Section 10.4 Sick Leave Incentive

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

ARTICLE 11 TRAINING AND ADVANCEMENT OF EDUCATION – REIMBURSEMENT

Section 11.1 Education Reimbursement

The Employer agrees to continue to reimburse ~~Officers~~ **covered members** for job-related training programs and job-related formal education. Annual reimbursement will be **one-hundred percent** (100%) up to a limit of **two thousand two hundred-fifty dollars** (\$2,250) per ~~Officer~~ **covered member**. Reimbursement will be made upon submission of proof of successful completion of the program or course with a grade of "C" or better. ~~Officers~~ **Covered members** who obtain reimbursement under improper circumstances will be required to reimburse the Village and will be subject to disciplinary action.

Section 11.2 On-Duty Training

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

state allowance. If an ~~Officer~~ **covered member** is required to stay overnight, ~~he~~ **covered member** may submit for meal expenses for breakfast, lunch, and dinner on the required form, not to exceed the state allowance.

Section 11.3 Training Academy Expenses

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

ARTICLE 12 UNIFORM/CLOTHING ALLOWANCE

Section 12.1 Initial Uniform Issue

All newly hired ~~Officers~~ **covered members** shall be provided a complete uniform and other necessary equipment. In addition, a newly hired ~~Officer~~ **covered members** will receive two (2): additional long sleeve shirts, short sleeve shirts, pants and turtlenecks.

Section 12.2 Uniform Allowance

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

Section 12.3 Clothing Allowance

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

Section 12.4 Damage to Personal Property

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

ARTICLE 13 COURT APPEARANCE AND COURT STAND-BY PAY

- A. All ~~Officers~~ **covered members** will receive a minimum of three (3) hours of overtime pay for court.
- B. If a ~~Officer~~ **covered member** is on call-in status they must contact the Department within the prescribed time; (11:00am-12.00pm) ~~he or she~~ **the covered member** will receive payment for one (1) hour of overtime.
- C. This policy does not require a ~~Officer~~ **covered member** to remain at home while on call-in status. The ~~Officer~~ **covered member** may contact this department from any location as long as the ~~Officer~~ **covered member** can appear in court at the required time.
- D. If a ~~Officer~~ **covered member** calls in and is required to appear, ~~he or she~~ **the covered member** receives ~~his or her~~ **their** one (1) hour of overtime for the call-in and an extra minimum of three (3) hours for ~~his or her~~ **their** court appearance.
- E. Current department practice of providing for the reimbursement of travel time for court appearance shall continue in effect for the term of this **Labor** Agreement when ~~Officers~~ **covered members** report for the court appearance from the Village Hall.

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

ARTICLE 14 BODY ARMOR/VESTS

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

ARTICLE 15 SENIORITY

Section 15.1 Definition of Seniority

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

- A. Seniority shall be defined as a ~~Officer's~~ **covered member's** length of full-time continuous service as a Police Officer in the Willowbrook Police Department.
- B. In the event that two **(2)** or more ~~Officers~~ **covered members** have the same seniority date, seniority shall be determined by the ~~Officers'~~ **covered member's** placement on the Police Commission's eligibility list.
- C. Village employees who become Police Officers shall be afforded seniority credit only for the purposes set forth in this contract.
- D. Except for vacation purposes, probationary **Patrol** Officers shall have no seniority rights. If a ~~Officer~~ **covered member** satisfactorily completes the probationary period, ~~his/her~~ **their** seniority shall be the date of original employment.

Section 15.2 Loss of Seniority

An ~~Officer's~~ **covered member**'s seniority will terminate in the following circumstances:

- A. The ~~Officer~~ **covered member** resigns, ~~or~~ quits **or retires**;
- B. ~~The Officer~~ retires;
- C. The ~~Officer~~ **covered member** is discharged or permanently removed from the payroll, and the separation is not reversed;
- D. The ~~Officer~~ **covered member** does not return to work at the expiration of a leave of absence, provided that if the ~~Officer~~ **covered member** shows that such failure to return was beyond his/her control, and ~~he/she~~ **covered member** made a reasonable effort to communicate the circumstances to the Village promptly, the ~~Officer's~~ **covered member's** seniority will not terminate if ~~he/she~~ **the covered member** returns to work or obtains authorization for the absence from the Chief or ~~his~~ designee at the earliest possible time, not to exceed two (2) consecutive scheduled work days after the leave of absence expired;
- E. The ~~Officer~~ **covered member** is absent for three (3) consecutive scheduled work days without authorization, provided that if the ~~Officer~~ **covered member** shows that such absence was beyond ~~his/her~~ **their** control, and ~~he/she~~ **the covered member** made a reasonable effort to communicate the circumstances to the Village promptly, the ~~Officer's~~ **covered member's** seniority will not terminate if ~~he/she~~ **the covered member** returns to work or obtains authorization for the absence from the Chief or ~~his~~ designee at the earliest possible time, not to exceed five (5) consecutive scheduled work days after the commencement of the absence; or
- F. The ~~Officer~~ **covered member** does not return to work when recalled from layoff.

Section 15.3 Application of Seniority

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

Section 15.4 Layoffs and Recall

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

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

Section 15.5 Right of Recall

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

Section 15.6 Notice of Recall

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

Section 15.7 Seniority List

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

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1 Definition

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

The decision of the Police Chief or designee or agent of the Village with respect to any disciplinary action, up to and including termination shall be deemed final, subject only to the review of said decision through Article 16 Grievance Procedure if the ~~Officer~~ **covered member** has selected appealing through Article 16 Grievance Procedure. The grievance shall be processed

in accordance with Article 16 of this Labor Agreement at Step 4 of the procedure. No processing, review, implementation or relief shall be available from the Board of Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 16 of this Agreement. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

Section 16.2 Procedure

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

- Step 1:** The grievance shall be submitted in writing to the ~~Officer's~~ **covered member's** immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the ~~Officer~~ **covered member** knew about or reasonably should have known about the occurrence of the event giving rise to the grievance, whichever is later. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Within fourteen (14) calendar days after submission of the grievance, the supervisor shall discuss the grievance with the grievant/**Labor Council** and provide a written answer to the grievant **and Labor Council**.
- Step 2:** If the grievance is not settled at Step 1 and the grievant or the ~~Union~~ **Labor Council** desires to appeal, it shall be referred by the ~~Union~~ **Labor Council** to the Chief of Police in writing within seven (7) calendar days after receipt of the response in Step 1. The grievance shall state specifically the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. Within fourteen (14) calendar days after receipt of the appeal, the Chief of Police or a Deputy Chief designated by the Chief shall meet with the grievant/**Labor Council** and, if no agreement is reached, provide a written answer to the grievant/**Labor Council**.
- Step 3:** If the grievance is not settled at Step 2, the grievant shall submit the grievance in writing to the Village Administrator within seven (7) calendar days of the Chief of Police's or Deputy Chief of Police's response.

The written grievance submitted to the Village Administrator shall state all facts relevant to the grievance, the provisions of the contract allegedly violated, all action taken to date in the Grievance Procedure and the relief suggested. If the Village Administrator deems it appropriate, he may meet and discuss the grievance with the grievant **Labor Council representative**. The Village Administrator shall provide ~~his/her~~ **their** written response to the grievant and ~~his/her~~ **the Union Labor Council** representative within seven (7) calendar days of his/her receipt of the grievance.

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

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

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

Section 16.3 Limitations on Authority of Arbitrator

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this **Labor** Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step of the Grievance Procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.) The Arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer or the Board of Police Commissioners, except the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners.

Any decision or award of the Arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the ~~Officers~~ **covered members** covered by this Agreement.

ARTICLE 17 UNION REPRESENTATIVES

Section 17.1 Union Representatives

The Employer recognizes the right of the ~~Union~~ **members in good standing** to select ~~Union~~ **Lodge** representatives, and the ~~Union~~ **Labor Council** agrees to furnish the Employer with the names of said **Lodge** representatives selected by the ~~Union~~ **members in good standing**. The ~~union~~ **Labor Council** representatives shall be deemed as the Union's official spokesperson. ~~Union~~ **Lodge** representatives are not permitted to conduct Union business during work hours without the permission of the Chief of Police or designee.

Section 17.2 Union Business

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

ARTICLE 18 MISCELLANEOUS

Section 18.1 Non-Discrimination

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

Section 18.2 Bulletin Boards

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

Section 18.3 Partial Invalidity

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

Section 18.4 Subcontracting

It is the general policy of the Employer to continue to utilize its Officers to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Union recognizes that the Employer has statutory and charter rights and obligations in contracting for matters relating to the Village operations. The rights of contracting or subcontracting are vested in the Employer. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the Employer will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit.

Section 18.5 Secondary Employment

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

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

Section 18.6 Ratification and Amendment

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

Section 18.7 Inoculations and Immunizations

- A. **Exposure to Contagious Diseases** The Village agrees to provide for inoculations or immunization shots for members of an ~~employee's~~ **covered member's** family (family to include all immediate members and those living in the ~~employee's~~ **covered member's** home prior to the ~~employee's~~ **covered members'** exposure) when such becomes necessary as a result of said ~~employee's~~ **covered members** exposure to contagious diseases where said ~~employee~~ **covered member** has been exposed to said disease in the

line of duty. The ~~employee~~ **covered member** agrees that family members shall submit these expenses to their individual insurance carrier prior to the Village paying for same. However, if the insurance carrier refuses said payment the Village agrees to be responsible for said payment.

- B. Hepatitis B Inoculations. The Village agrees to provide, and pay all expenses for, Hepatitis B inoculations to those ~~employees~~ **covered members**' not previously receiving these shots. This inoculation shall be provided for at a medical facility chosen by the Village.

Section 18.8 Impasse Resolution/Interest Arbitration

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

Section 18.9 Temporary Light Duty Assignments

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

Section 18.10 Duration of Light Duty

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

Section 18.11 Light Duty Assignment Scheduling and Pay

A ~~Officer~~ **covered member** working in a light duty capacity will continue to earn the hourly wages the ~~Officer~~ **covered member** earned before going on light duty. ~~Officers~~ **Covered members** on light duty are not eligible for overtime work unless requested by the applicable Supervisor and consistent with the light duty restrictions. A ~~Officer~~ **covered member** on light duty assignment may not engage in other work or employment during the light duty period

unless prior approved and the work is consistent with light duty restrictions. If an ~~Officer~~ **covered member** engages in other work or employment during the light duty assignment period, the ~~Officer~~ **covered member** will be deemed to have voluntarily terminated ~~his or her~~ **their** employment, unless such has been previously approved.

Section 18.12 Requirement for Response to Complaint

No covered member will be required to submit a written or verbal response to any complaint against a covered member by persons in or outside the Willowbrook Police Department, unless said persons cause that the complaint be reduced to writing to include any accusations against the covered member and will include the identity of the complaining party or parties. Prior to any report having to be written by a covered member, the covered member will be furnished with a copy of the said complaint and/or relevant data. In any meeting called by Command or supervisory or other Village personnel, in which the covered member reasonably believes that discipline may result from the meeting, the covered member may request Labor Council representation and such request will not unreasonably delay the meeting. No anonymous complaint shall be used for disciplinary or other actions affecting the covered member, unless it is fully substantiated. An unsubstantiated anonymous complaint shall not be included in a covered members personnel or departmental file, but shall be retained by the Village for use in any subsequent litigation, an EEOC or Illinois Department of Human Rights proceeding, or an ethics charge.

Section 18.13 Wellness Program

Each covered member shall be required to participate in the Village of Willowbrook's annual wellness program offered through the Intergovernmental Personnel Benefit Cooperative (IPBC) and be compensated at the appropriate members' hourly rate of pay, provided that, the blood screening test be conducted by a trained and certified medical professional. The individual results of such test will remain confidential and results will be provided to the covered member only and not to the Employer or agents of the Employer or any third party. It is understood that an overall summary of testing results will be received by the Village administration, but this report will not contain identities of individual employees. Any results of such test cannot be used or processed for any evaluation purposes or disciplinary action of any kind.

Section 18.14 Personal Information

No covered member shall be required or requested to disclose any item of his personal property, income, assets, source of income, home addresses, individual photographs, personal information, debts, or personal or domestic expenditures (including those of any member of their family or household) unless such information is necessary per a lawful subpoena.

Section 18.15 Surveillance Equipment

The Employer agrees that any in-car surveillance equipment, including AVL systems, will only be used for covered members' safety and will not be utilized by the Department for disciplinary actions or covered members' evaluations. Mobile video devices shall only be used when transporting non-law enforcement personnel.

ARTICLE 19 DISCIPLINE OF OFFICERS

Section 19.1 Board of Police Commissioners

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

Section 19.2 Written Reprimand

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

Section 19.3 Observance of Statutory Requirements

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

Section 19.4 Review of Personnel Records

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

Section 19.5 Just Cause

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

Section 19.6 Exonerated/Removed Materials

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the covered member in any proceedings, and such materials shall be permanently removed from the employee's personnel and department records and be retained by the Village for use in any

subsequent litigation, EEOC or Illinois Department of Human Rights proceeds, or ethics charge. The Village agrees to maintain covered members' personnel files and documents and respond to requests to inspect and copy such files and documents in accordance with the requirements of the Illinois Personnel Record Review Act, 820 ILCS §40/0.01 et. seq., or as amended. A copy of any disciplinary action or material related to a covered member's performance which is placed in the personnel or Departmental file shall be copied to the covered member within three (3) calendar days of being placed into the personnel or department file. At the covered members request, a rebuttal may be offered to any item placed in the covered members personnel or Departmental file or any other file maintained by the Employer subject to the conditions of the Personnel Record Review Act and subsequent revisions. Disciplinary records, including written reprimands, but not including suspension, will be removed from a covered members file after one (1) year if no further violations of a similar nature have occurred and such will not be used in future disciplinary action involving the covered member.

ARTICLE 20 NO SOLICITATION

The Illinois Fraternal Order of Police Labor Council and the Willowbrook Bargaining Unit agree that their ~~Officers~~ **covered members**, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Village of Willowbrook for any financial, commercial or charitable purpose including but not limited to the solicitation of contributions or donations, the sale of advertising or the sale of tickets to fundraising events without the prior written approval of the Village Administrator. The Illinois Fraternal Order of Police Labor Council also agrees to use its best efforts to obtain the compliance of the Fraternal Order of Police State Lodge and the Fraternal Order of Police Grand Lodge with the requirements of this Article, and to request in writing that these organizations and their contractors and affiliates comply with the same. In the event that the State Lodge and/or the Grand Lodge do solicit, it is agreed that the Illinois Fraternal Order of Police Labor Council will request in writing that the organization not use the name of the Village of Willowbrook, the Willowbrook Police Department, and/or the Willowbrook Police Officers in connection therewith.

ARTICLE 21 DRUG AND ALCOHOL TESTING

A. ~~Employees~~ **Covered members** are prohibited from:

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

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

1. When there is reasonable suspicion of drug or alcohol abuse;

2. As part of regularly scheduled physical examinations;
 3. Following any vehicular accident involving personal injury or property damage in excess of \$1000 occurring on duty or on a special detail;
 4. When a ~~Officer~~ **covered member** has been involved in a major incident, such as, a shooting, an injury to arrestees or citizens or where there is suspicion of the use of excessive force; or
 5. When a ~~Officer~~ **covered member** is assigned to a departmental drug enforcement group or where a ~~Officer~~ **covered member** is assigned primarily to drug enforcement.
- C. **Order to Take Test** The Village shall provide the employee with written documentation of the facts or inferences which gave rise to the reasonable suspicion prior to any order requiring a covered employee to take said test.
- D. **Tests to be Conducted:** For drug testing, the Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all ~~NIDA~~ **Substance Abuse Management Safety & Health Administration (S.A.M.H.S.A.)** rules.
- E. **Results** As to drug testing; the Village shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test. As to alcohol testing, test results showing an alcohol concentration of .03 shall be considered positive.
- F. **Right to Contest** The Union and/or the employee shall have the right to contest and/or grieve any alleged violation of this Article. In addition, the affected employee has the right to obtain an independent test from the testing sample for purposes of at the employee's expense.
- G. **Discipline** The Village reserves the right to discipline employees up to and including discharge for violations of this Article.

ARTICLE 22 LABOR-MANAGEMENT MEETINGS

Section 22.1 Meeting Request

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

- A. Discussion on the implementation and general administration of this **Labor** Agreement;
- B. A sharing of general information of interest to the parties;

C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect ~~Officers~~ **covered members**; and

D. Discussion of safety issues.

Section 22.2 Content

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

Section 22.3 Attendance

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

ARTICLE 23 SALARIES

Section 23.1 Salaries

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

	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Sergeant (*)	
	5/1/2012	57,397	57,397	60,569	63,741	66,913	70,085	73,257	76,429	79,601	82,773	93,534
2.50%	5/1/2013	58,832	58,832	62,084	65,335	68,586	71,837	75,089	78,340	81,591	84,842	95,872
2.50%	5/1/2014	60,303	60,303	63,636	66,968	70,301	73,633	76,966	80,298	83,631	86,963	98,269
2.75%	5/1/2015	61,961	61,961	65,386	68,810	72,234	75,658	79,082	82,506	85,931	89,355	100,971

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

Section 23.2 Initial Step Placement

Initial placement on the schedule and the May 1, 2013 salary for each **Police Officer and Sergeant** who was a member of the bargaining unit on the effective date hereof are set forth in Exhibit A. ~~with the exception of the covered position of Sergeant, that was added to the Collective Bargaining Agreement effective May 1, 2011~~ establishing retroactivity to all hours worked and benefits paid from that date.

Section 23.3 Entry Level Salaries

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

Section 23.4 Longevity

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

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

ARTICLE 24 DURATION

This Agreement shall be effective as of May 1, 2013 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 2016.

SIGNED AND ENTERED into this ____ day of _____, 2013.

FOR: ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL

FOR: VILLAGE OF WILLOWBROOK

Kevin S. Krug Date

Date
Frank A. Trilla
Mayor

Timothy J. Kobler Date

Village Clerk Date
Leroy Hansen

Robert R. Schaller Date

Arthur Svehla Date

EXHIBIT A

**VILLAGE OF WILLOWBROOK COVERED MEMBERS AND SALARIES AS OF
MAY 1, 2013**

<u>NAME</u>	<u>INITIAL STEP</u>	<u>SALARIES 05-01-13</u>
Pelliccioni, Andrew	9	84,842
Long, Mark	9	84,842
Svehla, Arthur	Sergeant	Sergeant
Gaddis, Dave	9	84,842
Kolodziej, Ted	9	84,842
Eisenbeis, Scott	9	84,842
Skiba, John	9	84,842
Handzik, John	9	84,842
Polfliet, Dan	9	84,842
Kobler, Tim	9	84,842
Schaller, Bob	9	84,842
Drake, Chris	9	84,842
Chavez, Jose	9	84,842
Biggs, Darren	9	84,842
Strugala, Michelle	9	84,842
Kaspar, Lauren	7	78,340
Volek, Nickolas	6	75,089
Trainor, Dylan	2	62,084

EXHIBIT B
VILLAGE OF WILLOWBROOK POLICE OFFICER EVALUATION

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

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

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

PATROL OFFICER EVALUATION

Name / Rank:

Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

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

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

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

EXCEEDS EXPECTATIONS (Comments)

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

DOES NOT MEET EXPECTATIONS (Comments)

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

SIGNATURES

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

Comments: (attach additional sheet if necessary):

Employee Signature: _____ **Date:** _____

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

IMMEDIATE SUPERVISOR

Comments: (attach additional sheet if necessary):

Signature: _____ **Date:** _____

CHIEF OF POLICE

Comments: (attach additional sheet if necessary):

Signature: _____ **Date:** _____

~~VILLAGE OF WILLOWBROOK POLICE FITNESS EXAM AND STANDARDS~~

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

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

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

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

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

~~**4. Max Push Up Drill:** This test is designed to evaluate the officer's upper body strength. Upper body strength is critical for engaging suspects, weapon usage, assisting an injured individual and protecting one's self. The max push up drill requires an officer to do as many push ups as he/she is capable of without stopping or resting in between push ups. There is no time require for this particular test. Push ups must be started with arms fully extended. An officer must lower their arm extension to a 90 degree angle on every push up.~~

~~**5. 300 Meter Run Drill:** The 300 meter run requires an officer to sprint 300 meters. This test is design to evaluate the officer's stamina and quickness. This test may be used to determine how capable an officer performs in a foot pursuit situation.~~

Implementation

~~The Physical Fitness exam will begin with a 3 Minute Box Step Test. An officer will have to step on and off a 1 foot box for three minutes. After the Box Step Test is completed, the officer's heart rate will be monitored. The maximum beat per minute an officer must have is 135 beats per minute. A five minute rest period is awarded after completing the Box Step Test.~~

~~The second drill is a Vertical jump test. The minimum an officer must jump is sixteen inches. An officer rests for three minutes after the test is completed.~~

~~Once the three minute rest period is over, officers perform a one minute sit up drill. The minimum amount of sit ups required is thirty five. There is a five minute rest period after the sit up drill is completed.~~

~~Next, the officer must perform the maximum push up drill. The officer must do a minimum of twenty-eight push ups. No timetable is administered to this particular fitness drill. Once the drill is completed, a five minute rest period is rewarded.~~

~~After the five minute rest period, the officer runs the 300 meter dash. The dash must be completed in ninety seconds. A seven minute rest period is rewarded after completion of the run.~~

~~A licensed fitness trainer will administer the physical fitness exam to ensure that all officers meet the required standard for each individual drill.~~

~~Officers' weight, height, and body fat will be measured after completing the physical fitness exam. However, the results will not be assessed in the final score.~~

<i>Performance Exercise</i>		<i>Requirement</i>
3 Minute Box Step Test Drill	No more than	135 Beats per Minute
Vertical Jump Drill	No less than	16 Inches
1 Minute Sit Up Drill	No less than	35 Sit Ups
Push Up Drill	No less than	28 Push Ups
300 Meter Run Drill	No more than	90 Seconds

SCORE

~~The Physical Fitness Exam is a pass/fail test. In order for an officer to successfully pass the entire fitness exam they must pass all five fitness drills. Failure to pass one fitness drill shall constitute a failed test process, and will require the officer to re-take the entire fitness exam.~~

<i>Performance Exercise</i>	<i>Pass</i>	<i>Fail</i>
3 Minute Box Step Test		
Vertical Jump		
2 Minute Sit Up Drill		
Push Drill		
300 Meter Run		

<u>FINAL SCORE</u>		
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~~I. DISTRIBUTION:~~

~~All~~

~~II. IF. PURPOSE:~~

~~The purpose of this order is to establish guidelines and procedures for the physical fitness testing for patrol officers.~~

~~III. DISCUSSION:~~

~~The physical well being of a patrol officer is the utmost importance to the Village of Willowbrook Police Department. A physically fit officer will be able to render aid, physically defend himself and others, and perform the physically demanding aspects of patrol work.~~

~~IV. POLICY:~~

~~It is the policy of the Willowbrook Police Department that patrol officers maintain a predetermined level of fitness throughout their career with the department.~~

~~V. REGULATIONS:~~

~~A. Applicability~~

- ~~1. Patrol officers will be subject to random but not recurrent physical fitness testing, effective May 1, 2003. This test shall include, but is not limited to tests that determine strength, cardiovascular fitness, and the physical well being of the patrol officer. Refer to Appendix A.~~
- ~~2. Each patrol officer shall be required to successfully complete the physical fitness test at least once in every twelve month period. The Chief of Police will randomly, but not recurrently, select patrol officers for fitness testing at various times of the year. In the event that the Chief of Police determines there is a cause for retesting a patrol officer who has already completed physical fitness testing within the twelve month period, the Chief of Police may require the patrol officer to take the physical fitness test again.~~
- ~~3. The physical fitness test does not preclude additional fit for duty testing under the procedure set forth in paragraph B of this section V upon return to work due to an injury or illness or for just cause.~~
- ~~4. Patrol officers who successfully complete the physical fitness testing shall be subject to random testing beginning with May 1st of the following year.~~

~~B. Failure to complete or successfully complete testing~~

- ~~1. Patrol officers who fail to complete or successfully pass any portion of the physical fitness test may be subject to the following process prior to issuance of progressive discipline:

 - ~~a. Failure of test — retest within 90 days~~
 - ~~b. Failure of first retest — counseling, retest within 45 days~~
 - ~~c. Failure of second retest — verbal warning, retest within 45 days~~~~

~~Patrol officers who fail to complete or successfully pass any portion of the physical fitness test after completing the procedures contained in Article V.B.1. may be subject to progressive discipline as follows, all subject to and in accordance with the Rules and Regulations of the Board of Police Commissioners and the provisions of 65 ILCS 5/10-2.1-1 et seq, except that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Agreement and as expressed in this Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the Officers election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement. The parties~~

~~agree the affected Officer has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.~~

~~2. and the provisions of 65 ILCS 5/10-2.1-1 et seq.~~

~~a. First failure written warning~~

~~b. Second consecutive failure 3 day suspension without pay~~

~~c. Third and additional consecutive failures 5 day suspension without pay~~

~~Once discipline is served, the testing process will be concluded and no further discipline will be issued with regard to that test.~~

~~C. Successful completion of testing~~

~~Patrol officers who successfully complete the physical fitness testing following disciplinary proceedings shall have a fresh start with regard to future testing. The patrol officer shall be subject to random physical fitness testing beginning with May 1st of the following year in accordance with section V.A.1 of this General Order.~~

~~D. Other remedies~~

~~This General Order does not preclude the Village of Willowbrook Police Department from exercising any rights that existed prior to the issuance hereof with regard to an officer who cannot perform the essential functions of his or her job.~~

~~VI. PROCEDURE:~~

~~A. Scheduling of testing~~

~~1. Pre testing~~

~~The Village of Willowbrook will offer a pre-physical fitness test once a year without ramification to all patrol officers. The results of the pre-test shall be forwarded directly to the patrol officer.~~

~~2. Required testing~~

~~Once a patrol officer receives notification from the Chief of Police, the patrol officer shall be required to schedule the physical fitness test within fourteen (14) days of receiving notice, with the representative of the health facility designated by the Village of Willowbrook.~~

~~B. Failure to successfully complete or pass physical fitness testing~~

~~1. The Department shall make available, to the patrol officer, fitness or nutritional counseling upon unsuccessful completion of the fitness test. A fitness professional selected by the Village of Willowbrook shall provide this information.~~

~~2. If it is determined by the representative of the health facility or the Chief of Police that the officer is unwilling to make a reasonable effort to complete the physical fitness test or if the officer is unwilling to take the physical fitness test, the Chief of Police shall issue the appropriate discipline.~~

~~3. The Chief of Police may at his discretion waive or restructure any portion of the physical fitness test or waive progressive discipline (a) if there is supportive evidence indicating that a patrol officer has made a reasonable effort or (b) in order to comply with any applicable laws or regulations. The Chief of Police may issue conditions with the waiver at his discretion.~~

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to set forth the agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council regarding the special terms of employment that will apply to a Police Officer functioning as a Canine Officer, including the duties and compensation of the Officer. These special terms are as follows:

1. The Willowbrook Police Department's General Order concerning the operation of the Canine Unit will apply.
2. Travel time with the canine shall not be compensable except for such travel time entitled to compensation under the applicable collective bargaining agreement and Fair Labor Standards Act, and except when such travel time is created by another jurisdiction's requesting the use of the Canine Unit.
3. The Department will replace, without cost to the Canine Officer, any uniform items specially designated and required for use by the Canine Officer that become damaged while performing duties related to the canine. This replacement shall be in addition to the uniform allowance provided for in the applicable collective bargaining agreement.
4. The Canine Unit will generally be assigned to patrol duties. However, it is understood that the workday and work period of the Canine Unit may be changed with or without notice from time to time in order to meet the Department's needs for the Unit.
5. Subject to the operating needs of the Department, the Canine Officer will be allowed one (1) hour, or such time as is reasonably necessary, during the course of his/her duty shift to perform the following duties relative to the canine: exercise, grooming, feeding (one meal), training, visits to the veterinarian for routine checkups and shots, and procuring food and supplies.
6. The Canine Officer will also be allowed an additional eight (8) hour day every other month for additional training and maintenance of the canine. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.
7. The Canine Officer will perform certain limited tasks at home related to the canine while not on-duty, including cleaning the canine's kennel or other place where the canine is kept, cleaning up after the canine; feeding the canine (one meal for on-duty days and two meals for off-duty days); and exercising the canine (off-duty days). The Officer will maintain a detailed daily record of the amount of time spent on these tasks which will be available for inspection by the Chief of Police upon request. The parties estimate that the amount of time required to perform these tasks is approximately four (4) hours per week. Recognizing that the performance of these limited tasks requires substantially less skill than the regular work of the Canine Officer, the parties agree that he or she will receive a monthly stipend (including an overtime factor) of \$200. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.

For the Illinois Fraternal Order of Police,
Labor Council:

For the Village of Willowbrook:

Kevin S. Krug Date
FOP Field Supervisor

Frank A. Trilla Date
Mayor

Timothy J. Kobler Date

Leroy Hansen Date
Village Clerk

Robert R. Schaller Date

Arthur Svehla Date

Officer Acknowledgement: Having read this Memorandum and its attachment, I understand and agree with the special terms applicable to a Canine Officer.

Canine Officer Date

Dues Authorization Form
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my Employer, Village of Willowbrook, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the Collective Bargaining Agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS

AGENDA NO.

16

AGENDA DATE: 8/26/13

STAFF REVIEW: Cindy Stuchl

SIGNATURE:

Cindy Stuchl

LEGAL REVIEW: Thomas Bastian

SIGNATURE:

TOM BASTIAN TH.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

TC

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Effective January 2004, the Illinois Open Meetings Act, Illinois Compiled Statutes required governmental bodies to audio or video record closed meetings. The Illinois Open Meetings Act permits the destruction of verbatim records of closed meetings without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act not less than 18 months after the completion of the meeting recorded. The destruction of these verbatim records are allowed after: 1) It (governmental body) approves the destruction of a particular recording; and 2) It (governmental body) approves written minutes of the closed meeting.

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

The Village Administrator and Deputy Clerk have reviewed the list of verbatim record by tape to be destroyed of the closed meetings itemized in the Resolution. It was determined that at least 18 months have passed since the completion of each of the closed meetings and the governmental body has approved the written minutes for each of the meetings set forth in Section Two of the Resolution. The Village Staff recommend the adoption of the Resolution authorizing the destruction of the verbatim record of the closed meetings pursuant to the Illinois Open Meetings Act as listed in Section Two of the Resolution.

ACTION PROPOSED: ADOPT THE RESOLUTION.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE DESTRUCTION OF
AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS

WHEREAS, the Open Meetings Act requires governmental bodies to audio or video record their closed meetings; and

WHEREAS, this governmental body has complied with that requirement; and

WHEREAS, the Open Meetings Act permits governmental bodies to destroy the verbatim record of closed meetings without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act not less than eighteen (18) months after the completion of the meeting recorded, but only after:

1. It approves the destruction of a particular recording; and

2. It approves written minutes of the closed meeting; and

WHEREAS, for the verbatim record by audio tape of the meeting(s) set forth in Section Two of this Resolution, at least eighteen (18) months have passed since the completion of each of those meetings, and this governmental body has approved written minutes for each of the meetings set forth in Section Two; and

WHEREAS, this governmental body may order the destruction of the verbatim record even if it continues to

withhold the approved minutes of the closed meeting until some later period of time;

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

SECTION ONE: The Whereas clauses set forth above are incorporated herein by reference as if set out in full.

SECTION TWO: The Mayor and Board of Trustees of the Village of Willowbrook hereby orders the destruction of the verbatim record being an audio tape of the following closed meetings:

2011

July 11
July 18 - Special Meeting
July 25
August 8
August 22
September 12
September 26
October 10
October 24
November 14
November 28
December 12

SECTION THREE: That all other prior Resolutions of the Village of Willowbrook in conflict with the provisions of this Resolution are hereby repealed.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED AND APPROVED this 26th day of August,
2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____
 NAYS: _____
 ABSTENTIONS: _____
 ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION MAKING A DETERMINATION
RELATIVE TO THE RELEASE OF EXECUTIVE SESSION MINUTES
PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

AGENDA NO. 17

AGENDA DATE: 8/26/13

STAFF REVIEW: Cindy Stuchl

SIGNATURE: Cindy Stuchl

LEGAL REVIEW: Thomas Bastian

SIGNATURE: Tom Bastian TH.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: TE Hold

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

In compliance with the Illinois Open Meetings Act, Illinois Compiled Statutes requires that minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. Each public body shall review closed session minutes no less than semi-annually.

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

The Village Administrator and Deputy Clerk have reviewed the closed session minutes itemized on Schedules A & B of the Resolution. The Village Staff recommend the adoption of the Resolution making a determination relative to the release of the closed session minutes pursuant to the Illinois Open Meetings Act as listed on the attached Schedules A & B.

ACTION PROPOSED: ADOPT THE RESOLUTION.

RESOLUTION NO. 13-R-_____

A RESOLUTION MAKING A DETERMINATION RELATIVE
TO THE RELEASE OF EXECUTIVE SESSION MINUTES
PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have met from time to time in executive session for the purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes of all such executive sessions; and

WHEREAS, pursuant to the requirements of the Open Meetings Act, the Mayor and Board of Trustees have met in executive session to review all executive session minutes; and

WHEREAS, they have determined that a need for confidentiality still exists as to the executive session minutes from the meetings set forth on Schedule "A" attached hereto; and

WHEREAS, they have further determined that the minutes of the meetings listed on Schedule "B" attached hereto no longer require confidential treatment and should be made available for public inspection.

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

SECTION ONE: The Executive Session minutes from those meetings set forth on Schedule "B" attached hereto are hereby released for public inspection.

SECTION TWO: The Village Clerk is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the Clerk's office.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED and APPROVED this 26th day of August, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

SCHEDULE "A"

**EXECUTIVE SESSION MINUTES
FOR WHICH THE NEED FOR CONFIDENTIALITY STILL EXISTS**

1985

September 23

1991

March 25

August 12-Items 3 & 4

1992

February 24-Items 3 & 4

April 27-Item 3

June 8

1996

June 10

June 24

1998

July 13-Item 6

2002

July 8-Item 4

July 22

August 12

September 9

October 9

November 11-Items 3 & 4

November 25

December 9

2003

January 13

April 28-Items 3 & 4

2004

May 10

May 24

June 14-Items 3 & 4

July 12-Item 5

2005

February 28-Item 3

April 11

June 13

June 27-Items 3 & 4

October 22

2006

January 23

December 11

2007

March 26

April 23

May 29

June 11

June 25

July 9

August 13

September 24

October 8

October 22

November 12

December 10

2008

January 14

January 28

February 19

April 14

May 12

2008 cont.

August 19

September 8

October 27

November 10

2009

January 12

February 9

February 23

March 9

May 26

June 8

June 22

July 13

July 27

August 10

August 24

September 14

November 9

November 19

November 23

December 14

December 21

2010

February 22

March 1

March 8

April 26-Item 5

May 10

May 17

June 28

July 26-Item 4

August 9

September 13

SCHEDULE "A"

**EXECUTIVE SESSION MINUTES
FOR WHICH THE NEED FOR CONFIDENTIALITY STILL EXISTS**

2011

January 24
March 21
May 9
May 23
June 13
June 27
July 11
July 18
July 25
August 8
August 22
September 12
September 26
October 10
October 24
November 14
November 28
December 12

2013

February 11
February 25
March 11
March 25
April 8
May 13
June 10
June 24

2012

January 9
January 23
March 12
March 19
March 26
April 9
April 23
May 14
May 29
June 11
June 25
July 9
July 23
August 13
September 10
October 8
November 12

SCHEDULE "B"

**EXECUTIVE SESSION MINUTES
WHICH NO LONGER REQUIRE CONFIDENTIAL TREATMENT
AND ARE AVAILABLE FOR PUBLIC INSPECTION**

2011

February 14

2012

November 26

2013

January 14

January 28

March 18

May 28

July 8

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON JULY 19, 2013 AT THE VILLAGE HALL OF THE VILLAGE OF WILLOWBROOK, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of 7:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler, Secretary Stephen Landsman, and Commissioner Joe Heery. Also present were Chief of Police Mark Shelton and Village Administrator Tim Halik.

ABSENT: None.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. REVIEW AND APPROVE REGULAR MEETING MINUTES OF MARCH 15, 2013

The Commission reviewed the minutes from the regular meeting held on March 15, 2013.

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to approve the regular meeting minutes of March 15, 2013 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

Administrator Halik advised the Commission that the next Village Board meeting will be held on Monday, July 22, 2013 and there will be a discussion item reference police department staffing and structure. Chief Shelton will be addressing the Board pertaining to the current operations of the police department and the effects to the department. Chief Shelton's presentation

will conclude with a recommendation to the Board on how to proceed moving forward.

6. UNFINISHED BUSINESS

Chairman Schuler questioned if there was any new information on the promotional exam. Chief Shelton stated that he has spoken to Selection Works, who was used to conduct the patrol officer examination. The promotional exam is conducted in a similar fashion - a comprehensive written test, but that the exam also includes an oral interview before a panel of three, typically comprised of Police Chiefs from neighboring municipalities who will pose a set of verbal questions to each candidate individually. Selection Works will tailor the exam to the specifications that the Commission requires.

Chief Shelton stated that costs would be approximately \$5,000-\$6,000. Chief Shelton stated that once it is decided to run a promotional exam, it would take 4-8 weeks for the testing process to be completed. Chief Shelton stated that if the promotions are approved, he is looking at the end of October to promote.

Commissioner Landsman stated that during the presentation to the Board, he wants the Board to know that there is no more important function of the Village than public safety.

7. NEW BUSINESS

Chairman Schuler congratulated Secretary Landsman on his reappointment to the BOPC.

a. PATROL OFFICER UPDATE - DYLAN TRAINOR

Chief Shelton stated that Officer Trainor completed and graduated the academy on June 28, 2013. He began his field training program on June 29, 2013. Officer Trainor did very well at the academy.

Chief Shelton stated that Officer Trainor is doing well on the Field Training Officer (FTO) program. The Chief informed the Commissioners that Officer Trainor was on another department's

eligibility list, but that after he completed the academy, Officer Trainor contacted that other department and asked to be removed from their list.

Chairman Schuler stated that he and Executive Secretary Cindy Stuchl met with the representative from the Illinois Secretary of State Local Records Unit, Illinois State Archives and applied for an updated records destruction authority. During the meeting, Chairman Schuler and Executive Secretary Stuchl determined that Selection Works had provided the Village only copies of application records of the applicants that passed the testing process and qualified. Commissioner Schuler reported that following the meeting with the representative of the Secretary of State's office, Executive Secretary Stuchl contacted Selection Works and obtained copies of the applications of all candidates. The BOPC now has in its possession a DVD that has a record of all applications for retention and destruction as provided for by the newly updated certification.

8. ADJOURNMENT

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to adjourn the meeting at the hour of 7:27 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

August 16 , 20 13

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 8, 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 Oggerino at 6:00 p.m.

2. ROLL CALL

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

3. APPROVAL OF MINUTES

Minutes of the Regular Finance and Administration Committee held on Monday, June 10, 2013 were reviewed. Motion to approve made by Trustee Oggerino. Motion carried.

4. DISCUSSION - Water System SCADA Software Upgrade, Metropolitan Pump Company.

Management Analyst Hummel began the discussion with a brief history of the topic. In June 2012, the Village replaced their computer workstations. With the purchase of the new computers, the Village began running the Windows 7 operating system as opposed to Windows XP. Analyst Hummel explained that the Village's water pump software was not compatible with the new operating system and would require an upgrade. Because the software upgrade was not budgeted in the FY 2012-13 budget, the decision was made to continue running the Windows XP version of the pump software until next budget year. At the 2013 Budget Workshop, the Village Board approved funding for the upgraded SCADA system software.

The Village contacted Metropolitan Pump Company for a quote on the SCADA system upgrade. The Village has used Metropolitan Pump Company for its water pump software since 1998. Metropolitan Pump Company provided a quote in the amount of \$12,390. The quote is just over the budgeted amount of \$12,000. The SCADA system handles the Village's entire water system including opening and shutting of valves, adding chlorine, turning the pumps on and off as well as providing problem alerts and compiling historical data. Analyst Hummel explained if the item is approved at the Committee level this evening, it would be up for consideration by the Village Board at the July 22, 2013 meeting. Trustee Oggerino had no problems with the discussion item.

5. DISCUSSION - Enterprise Resource Planning (ERP) Assessment Project, Sikich LLP.

Interim Finance Director Dittman began with an explanation of enterprise resource planning (ERP) systems. ERP refers to systems that integrate internal and external management of information across an entire organization. The Village's current system is called Decision Systems and has been in place for nearly 30 years. Although the current system works well in linking accounting and financial reporting with park registrations, parking tickets, business licenses, front counter receipts, payroll, liquor licenses, accounts payable and receivable, and water readings and billing, the system is proprietary and many changes require that new programs be written to solve issues. Director Dittman stated funding in the amount of \$9,200 has been included in this year's

budget for an analysis of the Village's current and future ERP needs. The analysis would begin with a series of interviews in which Sikich would speak with key employees to determine processes and needs. Sikich will then consider various government ERP providers in order to attempt to align the Village's needs with an available software product. Various software demonstrations will be conducted in order to enable a final implementation for future budgetary consideration. Potential software products include Microsoft direct products, non-Microsoft products using Microsoft operating systems, and other proprietary products (such as the Village's current system, Decision Systems). These three groups include all ERP product lines available. Director Dittman explained if the proposal is accepted by the Committee, the item would be placed on the July, 22 2013 Board meeting for consideration. Trustee Oggerino approved the item as presented.

Trustee Davi arrived at the meeting at 6:20 PM

6. REPORT - Monthly Reports - June 2013

The Committee reviewed and highlighted the items below for the month May.

- Total cash outlay for all Village funds - \$1,100,094 (fiscal year to date average is \$1,137,691)
- Ave. daily outlay of cash for all Village funds - \$36,669 (fiscal year to date is \$37,291)
- Ave. daily expenditures for the general fund - \$17,608 (fiscal year to date is \$21,128)
- Ave. payroll for active employees including all funds - \$153,711 (payroll year to date is \$768,557)

7. REPORT - Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax

- Sales tax receipts - \$554,507 down 2.61% from the prior year, 3.9% over budget.
- Income Tax receipts - \$195,215 up 19.23% compared to the prior year, 26.4% over budget.

Director Dittman noted that the State of Illinois is only 2 months behind in remittances.

- Utility tax receipts - \$180,489 down 14.18% from the prior year, 13.6% below budget, consisting of:
 - Telecomm Tax - \$84,861, down 23.2% from the prior year
 - Northern IL Gas - \$32,916, up 79.9% from the prior year
 - ComEd - \$63,089, down 23.1%
- Places of Eating Tax receipts - \$79,451 up 5.69% compared to the prior year, 9.8% over budget.
- Fines - \$26,323 down 6.89% compared with the prior year, 4.12% under

budget.

- Red Light Fines - \$124,025 up 19.54% from the prior year, 23.2% over budget.
- Building Permit receipts - \$34,405 down 45.95% from the prior year.
- Water sales receipts - \$397,365 up 9.74% from the prior year, 11.05% under budget.
- Hotel/Motel Tax receipts - \$14,556 up 54.29% compared with the prior year, 51.2% over budget.
- Motor Fuel Tax receipts - \$36,403 up 3.87% compared with the prior year, 23.2% over budget

The reports above were approved by Trustee Davi.

8. VISITOR'S BUSINESS

There were no visitors present at the meeting.

9. COMMUNICATIONS

There were no communications received.

10. ADJOURNMENT

Motion to adjourn was made by Trustee Oggerino. Second by Trustee Davi.

The meeting was adjourned at 6:29 p.m.

(Minutes transcribed by: Garrett Hummel, 8/6/13)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 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 June 10, 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 – Bid Results: Tree and Stump Removal Services (EAB Management Plan)

Administrator Halik advised the Committee that on May 17, 2013, the Village went out to bid on a contract which includes the removal of 239 trees affected by the emerald ash borer infestation. The scope of work includes the removal, stumping, and restoration of the identified trees located on public rights-of-ways and in Village parks. Halik advised that two contract addendums were later issued to address items and questions that were raised. The public bid opening was held on Wednesday, June 26th at 10:30 AM. A total of two sealed bids were received prior to the deadline. Halik advised that the low bidder was Pessina Tree Services, LLC at a total of \$495 per tree. Halik shared that the staff estimate for this scope of work was \$465 per tree, so this bid came in slightly higher, but perhaps we can make up the difference on the planting contract bid. Halik also advised the Committee that although prices for the public portion of the work came in slightly higher than expected, Pessina offered what staff believes to be very reasonable prices for the private participation portion of the contract. Halik referenced the two tables within the Committee packet which detailed the private participation bid costs. The private tree removal component cost is based on the diameter of the tree being removed starting at \$35 per inch for trees up to 12 inches in diameter, and increasing to \$100 per inch for trees over 30 inches in diameter. All private stump removals will be charged \$12 per inch regardless of size. Halik advised that staff would recommend that the contract for this project be awarded to the low bidder, Pessina Tree Services, LLC. In the hopes that the tree removal work could be scheduled to begin quickly, this contract award has been placed on the agenda for this evening for consideration. Chairman Mistele recommended that adequate notice be provided to residents. Halik shared that, now that we are aware of the prices, we can finalize our direct mailing to residents advising them of the program.

5. DISCUSSION – Purchase of Replacement Psion Handheld Programming Device – Water Reading System

Administrator Halik advised the Committee that the Aclara System software the Village currently utilizes to obtain water meter readings and complete the water billing process

relies on a handheld programming device called a Psion. This handheld computer device is used in the field to program the Meter Transmitting Units after they are installed at each water account location. The MTU is wired to the actual water meter at each location in the distribution system. After programming, the MTU transmits water meter readings wirelessly to the Village Hall which are then used to generate water bills. The Village currently uses a primary Psion device at meter appointments, and we also have a back-up device in case of problems with the primary device. The devices were purchased in 2001.

Halik shared that we began to experience programming problems with our primary Psion. After initial diagnosis by technicians, the unit was subsequently sent back to Aclara for service, and we began using the back-up device for meter appointments. Recently, we began experiencing problems with the back-up device. Discussions with Aclara representatives at Midwest Meter, Inc. have revealed that both our handheld devices are outdated and compatibility issues are occurring with the updated system software. Aclara has suggested that we purchase a new Psion device. The second generation Psion device is fully compatible with our new system software and will also enable it to be used with our second generation Data Collection Units in two-way communication mode, which is part of the system upgrade that our Aclara representative has recommended we consider as we begin to replace DCUs with failing batteries. Given water department staff cannot program replacement MTUs without a working Psion device, and we were cancelling meter appointments throughout town, authorization was received from Mayor Trilla for an emergency purchase of a replacement Psion. Halik advised that within the Committee is the proposal received from Midwest Meter, Inc. for the purchase. The cost of the new second generation device, with operating license and training, was \$6,771. The order was placed on June 17th. The Committee agreed with the decision to purchase the new handheld device.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for June showing that we have taken in slightly over \$19,000 in permit revenue for the month. Halik advised that two months into the 2013/14 fiscal year, we have taken in about 27% of our anticipated FY2013/14 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report. The report indicates that we pumped about 31.5 million gallons in the month of June. At this point, we have pumped about 21% less water this year as compared to the same timeframe last year. However, so far, total pumpage is on track to meet our annual pumpage projection of 395,000,000 gallons.
- c. Administrator Halik shared the May 2013 Mosquito Status Report from Clarke. The report shows that all trap counts taken at the end on May are below the annoyance level of thirty females per count. Halik said that both he and representatives from Clarke monitor the collected mosquito data throughout the season in order to make treatment decisions.

7. VISITOR'S BUSINESS

(none)

8. COMMUNICATIONS

Trustee Berglund advised that prior Village newsletters contained important community phone numbers for reference. However, lately, the numbers have not been printed within the newsletters. Trustee Berglund was not aware of the reason that the numbers were

removed, but asked if they could be put back in because they are helpful to the community. Administrator Halik advised that it was his understanding that the numbers were removed due to space constraints within the last newsletter. However, he advised that the numbers could definitely be added in future newsletters.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:22 PM.

(Minutes transcribed by: Tim Halik, 8/7/13)

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

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:02 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Jo Bice, Ronald Kanaverskis, Leonard Kaucky, Laurie Landsman, Carol Lazarski, Doug Stetina, and Ramona Weigus.

ABSENT: Commissioner Rene Schuurman.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JUNE 18, 2013

The Commission reviewed the June 18, 2013 minutes.

MOTION: A Motion was made by Commissioner Stetina and seconded by Commissioner Lazarski to approve the June 18, 2013 minutes as presented.

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

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

Superintendent Violante reviewed upcoming summer special events and asked for volunteers for some of the events.

OSLAD Grants

OSLAD grant applications are scheduled to be sent out Thursday, June 27. We hope to hear if we have been granted an interview in the fall.

5. OLD BUSINESS

A. Master Plan

Superintendent Violante gave each Commissioner a three ring binder of the recently approved master plan. She will collect the binders and return them to the Commissioners at each meeting. The Commission discussed the project at Waterford Park. The Committee reminded Superintendent Violante that she should organize a committee made up of local Waterford residents to go over the plan and indicate their opinions on specific park amenities. At the regularly scheduled August Parks & Recreation meeting, the Commissioners will review information obtained from this committee meeting, as well as look over the bid specs and timeline with Tod Stanton.

6. NEW BUSINESS

A. Leashed Dogs in Parks

Superintendent Violante stated the issue of leashed dogs came up during Master Plan meetings and at the joint meeting with the Village Board. The Village Board is looking for the Parks and Recreation Commission to give input and a recommendation on whether or not the current ordinance should be changed to allow leashed dogs in the parks. Commissioner Stetina stated he spoke with Director of the Burr Ridge Park District, Jim Pacanowski, since they allow leashed dogs in their parks. Commissioner Stetina asked him if they have had any issues with dogs in the parks. The Director indicated there are some people who do not follow the rules, but they are given warnings and told the police will be called for continual violations. They have never had an issue where the police needed to be called. Commissioner Stetina asked the Director if they ever thought of having a dog park. The Director indicated it has been brought up but there has not been enough interest in pursuing it.

Commissioner Stetina also contacted the Assistant Director of the Darien Park District. Their ordinance allows for leashed dogs in the park and owners are responsible for cleaning up after their pets. Commissioner Stetina stated their ordinance states that certain breeds of dogs, such as pit bulls, are not allowed in the park.

Commissioner Stetina asked Jim Pacanowski from the Burr Ridge Park District if they considered allowing dogs in the parks during specific times, such as prior to 7:00 a.m. and after 7:00 p.m. He stated they have not, but felt this could be a compromise to be considered.

Commissioner Kanaverskis stated he is completely opposed to having leashed dogs in the parks. He himself has dogs, but questions how this would be enforced, as other residents and children are afraid of dogs. Commissioner Kanaverskis feels it is a liability waiting to happen. He stated he is in favor of a dog park, but not for having the dogs in all the parks.

Commissioner Lazarski stated she has seen fear in a mother's face when the idea of dogs in Village parks was brought up in focus group meetings. Commissioner Landsman stated she is in

favor of leashed dogs in the park and feels most owners are responsible and will pick up after their pets. Commissioner Kaucky stated he lives near Community Park and sees most people walk their dogs around the park and not through it.

Commissioner Weigus mentioned if leashed dogs are allowed in the parks, they should be kept away from playground areas.

Chairman Cobb stated that the Commissioners have a split vote on this issue. Commissioner Landsman asked what the results of the citizen survey were. Superintendent Violante stated those results were also split.

Commissioner Landsman stated she is not in favor of a dog park. Commissioner Stetina stated he has been to a dog park in Naperville and has been afraid of some of the dogs that are let loose.

Commissioner Kaucky asked if dogs would need to be allowed in all of the parks. Commissioner Landsman stated that is an option to think about. Chairman Cobb stated this option would be a good compromise. The consensus of the Commissioners was to not allow dogs in Borse Community Park.

After discussion, Chairman Cobb stated the consensus of commissioners was to make sure dogs are licensed and to pick a couple of the parks with the least amount of children. Superintendent Violante suggested Creekside Park, Prairie Trail Park, and Ridgemoor Park. Suggestion was made to discuss the potential for leashed dogs in specific parks to garner resident feedback.

Chairman Cobb stated the commission will come up with a plan that will allow leashed dogs in three parks all day long. All dogs must be tagged. Chairman Cobb requested that Superintendent Violante bring a proposed plan to the next Commission meeting in August. The Commissioners requested that a public invite be sent to residents living around the three designated parks to give their feedback at the September Parks & Recreation meeting.

B. Village-Wide Holiday Event Committee

Superintendent Violante stated Mayor Trilla would like the Village to host a larger holiday event than what has been offered in the past. A meeting for potential committee members has been scheduled for July 10th at 10:00 a.m. Superintendent Violante asked if any commissioners would like to be part of a holiday event committee. Commissioner Lazarski indicated she would like to serve on that committee.

C. Implementation of Task Force to make Recommendations for Lake Hinsdale Park

Chairman Cobb requested Commissioner Bice review ideas from the Master Plan for Lake Hinsdale Park. Commissioner Bice stated that outside fitness trends are different from general equipment currently seen in parks. Equipment trends are leaning towards what can be done with your own body weight. She passed out some examples of potential equipment. Chairman Cobb

stated that he would like to see a running track and fitness classes in the park. Chairman Cobb, Commissioner Landsman, and Commissioner Bice stated they would be part of the task force looking into turning Lake Hinsdale Park into a fitness park. Chairman Cobb suggested a task force meeting be scheduled the third or fourth week of July.

D. Waterford Park Updates

Superintendent Violante stated that prior to the August Parks and Recreation meeting, she will have had a committee meeting with Tod Stanton present so he can provide samples of rubberized surfaces and shade structures. She will have Tod Stanton review plans for Waterford at the August Parks and Recreation meeting in hopes of having bid information out by September.

E. Large Picnic Permits/Parking

Superintendent Violante stated every year, World Financial has a company picnic of over 200 people at Borse Park. Currently, any park permit over 200 attendees requires Village Board approval. People attending these larger permit events park their vehicles on both sides of Midway Drive which creates an unsafe situation. Superintendent Violante has spoken with the police department, and they are looking into permanently eliminating parking along the north side of Midway Drive from Eleanor to Clarendon Hills Road so emergency vehicles can have access through Midway Drive. The problem with this idea is there needs to be an alternate place to park. Superintendent Violante stated that she will speak with the Superintendent of the Gower School District to determine if Gower West can be used as an alternate parking location.

7. CORRESPONDENCE/COMMUNICATIONS

Commissioner Stetina stated he is working with an Eagle Scout on a Veterans memorial project at Willow Pond. Commissioner Stetina will be donating money for a memorial bench. Part of the Eagle Scout project is to install a flower garden incorporating the memorial bench. Superintendent Violante stated the Veterans Memorial will not be in an area of the park being considered for redevelopment.

Commissioner Weigus stated Superintendent Violante requested she bring information about Gaga pits. The cost is approximately \$500 for all of the materials and the activity is similar to dodge ball.

Commissioner Stetina stated when he spoke with the Director of the Burr Ridge Park District, he wanted to extend his appreciation to Superintendent Violante for her help with the senior program.

8. VISITORS' BUSINESS

There was no visitors' business.

9. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Weigus to adjourn the meeting at the hour of 8:34 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

August 13, 2013

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, JULY 3, 2013, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Vice-Chairman Wagner called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Bernardo Lacayo, William Remkus, James Soukup, William Buckley, and Vice-Chairman Wagner. Also present were Village Planner Jo Ellen Charlton, Building Official Roy Giuntoli and Secretary Joanne Prible. ABSENT: Chairman Daniel Kopp, (at time of roll call) Commission James Baker.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting May 1, 2013 (APPROVE)
- C. Minutes – Village Board Meeting May 13, May 28 and June 10, 2013

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

Note: Commissioner Baker arrived at 7:11.

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 13-04: Petition for a text amendment to add Madison Street to the list of streets where six foot (6') tall solid fences are allowed in corner side and rear yards for residentially zoned lots.

PUBLIC HEARING/DISCUSSION – (SEE COURT REPORTER MINUTES)

RECOMMENDATION

MOTION: Made by Commissioner Soukup, seconded by Commissioner Buckley that based on the submitted petition and testimony presented, I move that the Plan Commission recommend approval of a text amendment to revise Section 9-12-4(D)2(f) in its entirety to read as follows:

“Notwithstanding the provisions contained in subsection (D)2(a) through (D)2(d) of this Section, an open or solid fence not greater than six feet (6') in height may be located on an exterior side or rear lot line of a residentially zoned lot where such lot line(s) are

coterminous with the right-of-way lines of the following streets:”; and that “Madison Street” be added to the list of streets as number 5.

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

MOTION DECLARED CARRIED

5. VISITOR'S BUSINESS

None.

6. COMMUNICATION

Planner Charlton shared with the Commission that Pete's Fresh Market is planning on moving into the Kmart site.

7. ADJOURNMENT

MOTION: Made by Commissioner Remkus, seconded by Commissioner Baker, to adjourn the regular meeting of the Plan Commission at the hour of 7:45 p.m.

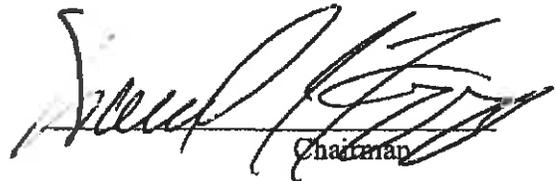
UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

8 - 7, 2013

Minutes transcribed by Joanne Prible.


Chairman

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON APRIL 17, 2013, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 8:00 a.m. by President Umberto Davi.

2. ROLL CALL

Those present at roll call were President Davi, Trustees Timothy Kobler and Joseph Pee. Also present: Terese Krafcheck and Ted Kirpach of MB Financial.

Interim Director of Finance Carrie Dittman joined the meeting at 8:38 a.m.

Absent: Trustee Scott Eisenbeis

3. APPROVAL MINUTES OF THE REGULAR MEETING
January 30, 2013

The Board reviewed the minutes from the January 30, 2013 meeting.

MOTION: Made by Trustee Kobler, seconded by President Davi to approve the minutes of the regular meeting of the Police Pension Fund Board of Trustees held on January 30, 2013.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

4. APPROVAL OF EXPENSES INCURRED JANUARY 2013 THRU MARCH 2013

This item will be deferred until Interim Director Dittman joins the meeting.

5. APPROVAL OF INVESTMENTS MADE JANUARY THRU MARCH 2013
QUARTERLY INVESTMENT REPORT - MB FINANCIAL BANK

Ms. Terese Krafcheck of MB Financial Bank summarized the quarterly investment report for the Police Pension Board.

Ms. Krafcheck advised the first quarter ending March 31, 2013 was favorable. The total fund value is at \$16,432.835.00. She summarized the portfolio allocations are targeted at 55% in equities, 45% in fixed income. The market was at 51% in equities and 49% in fixed income.

This quarter, the fund was up 4.39% vs. the broad benchmark at 4.38%. Based on the 12-month period, the fund is up 8.41% vs. the benchmark of 8.23%.

Equities for the quarter are up 8.78% vs. the benchmark at 9.57%. This lag in the market is not to be totally unexpected when the markets are rallying as they have in this last quarter. The fixed income is up 0.34%, Mutual Fund Real Estate up 5.25% and commodities were up 4.72%. This is a solid start to 2013.

Mr. Kirpach advised there were some nice returns for the beginning of 2013. The funds did under-perform vs. the benchmark on the domestic side but also with the international market which brought down the overall performance of these stocks. There is no big waiting there. This should be temporary so no dramatic changes in analogy at this time. Fixed income had positive performances for the quarter. This is also expected for the year as well. The greatest focus is the average maturity rate of the fixed income which is at 5.16 vs. the benchmark at 6.47. The trend is for interest rates to go up instead of going down. The long term performance of the account over a period of time has added 7 million dollars in investments. The risk/return analysis is a little bit higher than the benchmark performance and taking on a little bit more risk as well. However, the account is definitely being rewarded for that risk.

Mr. Kirpach advised the first quarter economic seems fine. The market was largely ignored the sequester/fiscal cliff. Consumers spent more money during the holiday season, however they are beginning to be a little bit more cautious with their spending.

Looking forward to the rest of the year, the improvement of the Federal Reserve is beginning to cut down on their 80 billion dollar plus purchase of bonds. This should start to drive long-term interest rates up a bit.

Trustee Kobler asked if the bank sees the bonds going up even though the federal government has stated they are not going to change the interest rates. Mr. Kirpach advised the government has said the interest rates they hold to be the greatest are the short term rates. They want to lower the rates on vehicle purchases and to do that is to purchase bonds. As they buy bonds, it drives up the price of bonds, which reduces the interest rates. Although the government has a lot of control on this, they are not the only controller of those interest rates, this being the 5-yr to 30-yr interest rates.

Trustee Kobler inquired if there has been a shift in the rental market due to short sales. Mr. Kirpach advised that yes. Before, investors were more interested in buying strip malls or large shopping centers however, now they can purchase a larger number of homes within a mile radius of one another and turn a larger profit. These types of investors have actually helped to stabilize the market.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Pee, seconded by Trustee Kobler to approve ME Financial's Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

- Interim Director Dittman arrived at 8:38a.m.

4. APPROVAL OF EXPENSES INCURRED JANUARY 2013 THRU MARCH 2013

Interim Director Dittman reviewed the expenses incurred January thru March 2013. She noted that the report has expenses through March 2013 and includes regular retirement benefits, surviving spouse/widow benefits, disability expenses, and two quarters from 2012 and one quarter of 2013 for financial advisory services.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Pee, seconded by Trustee Kobler, to approve the expenses incurred for January thru March 2013.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. APPROVAL -APPLICATION OF NEW HIRE -OFFICER DYLAN TRAINOR

The Board reviewed the application into the police pension by new hire Dylan Trainor. Trustee Pee inquired if Mr. Trainor's medical exam is in his pension file. Recording Secretary Hahn advised that she will obtain the form from the village and place in his file. Trustee Pee also inquired into who pays for this medical exam, the police pension or the village. Trustee Kobler advised that the village pays the fees and shares the information by giving a copy of the exam for his file. Trustee Kobler asked if Officer Trainor is the first person under the new Tier 2 pension program after the January 2011 change. Interim Director Dittman advised he is the first and the police pension will not have to do anything with this until he retires.

President Davi would like to have the police pension application revised for the next new officer.

MOTION: Made by President Davi, seconded by Trustee Kobler, to approve the police pension application for new hire Dylan Trainor.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

7. DISCUSSION- PROPOSED BUDGET FY 2013-14

Interim Director Dittman reviewed the proposed budget for FY 2013-14. The police pension fund is not included in the village proposed budget, however it does need to be included in the appropriation ordinance. Once the proposed budget is complete, the village would normally double that budget and then it gets placed in the appropriation ordinance.

Interim Director Dittman explained the process of determining the proposed budget. The statutory increases in pension benefits effective January 1, 2014 include a 3% increase for Joseph Pee, Edward Konstanty, Michael Kurinec, and Stephen Finlon on their current pension. Francis (Pat) Foley, William Bozek, John Barnacle and Paul Oggerino will not be entitled to an increase until they reach the age of 55.

Joseph Dusek gets a 3% increase of his original pension. James McCarthy is not entitled to an increase in his monthly disability pension until he becomes 60 years of age. Mrs. Martha Klevin will continue to receive her fixed monthly widow's benefit.

After a discussion by the Board, the following motion was made:

MOTION: Made by President David, seconded by Trustee Kobler/ to approve the FY 13/14 budget.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

8. RETIREE'S UPDATED INFORMATION LETTER - INFORMATION

Interim Director Dittman advised that this letter was written to make sure current pensioners receiving benefits and person(s) receiving widow benefits are still living and participating in the benefits. It also is a way to have an annual certification of the retirees, since they all get their benefit checks via

electronic deposits. Recording Secretary Hahn has already begun to receive these back.

The Committee reviewed the letter and requested the form be updated to be notarized by the pensioner the next time it is sent, which will be in December.

9. VISITOR BUSINESS

None presented.

10. NEW BUSINESS

President Davi advised that the annual 2013 IPPFA Conference will be held on October 1-5, 2013 in Lake Geneva, WI.

11. OLD BUSINESS

President Davi inquired about the \$18,601.98 unclaimed funds in the Frederick Willey estate that the Police Pension still has. Interim Director Dittman advised that a letter was sent to Mr. Willey's daughter and the attorney believed to be involved in the estate. Trustee Pee advised he was in contact with Mr. Willey's sister who is the executor of the estate. She is represented by council out of the Elgin area. They were not aware of this money and will be gathering documentation to claim these funds for the estate. The Police Pension board will wait and see what documentation is received from Mr. Willey's estate.

12. COMMUNICATIONS

None presented.

13. ADJOURNMENT

MOTION: Made by President Davi, seconded by Trustee Kobler to adjourn the meeting of the Board of Trustees of the Police Pension Fund at the hour of 9:03 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

Date 7-30-13

President

AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook, which was held on June 10th, 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 6:02 p.m.

ROLL CALL

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

1. Reviewed the May 13th, 2013 Public Safety Committee Meeting Minutes.
The Committee approved the May 13th, 2013 Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 04/29/2013-05/26/2013 - Information.
4. Reviewed the Monthly Expenditure Report for May – Information.
5. Reviewed the Monthly Offense Summary Report for May - Information.
Chief Shelton advised the Committee the report is generated from Southwest Central Dispatch's CAD Reporting System. The format of the report displays the police incident activity by month and year.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information
 - Chief Mark Shelton
 - Officer Jose Chavez-Jimenez
 - Officer Ted Kolodziej
 - Detective Lauren Kaspar
7. DISCUSSION ITEMS
 - Cadet Advisor for Conference
Chief Shelton advised the Committee that Willowbrook Police Department Cadet Graduate, Tori Sargis, who is 22 years of age, will be attending the State Conference as a Chaperone. The Committee was advised that Village Administrator Tim Halik has been informed. Trustee Kelly requested Chief Shelton to contact I.R.M.A. to review any possible liability issues. Chief Shelton advised he will be contacting I.R.M.A. on June 11th, 2013.
 - Scheduling Program
Deputy Chief Altobella advised the Committee that he is currently reviewing new scheduling programs.
 - D.E.A. Assignment Update
The Committee was advised the department's D.E.A. assigned officer has been granted full credentials for airport / railway access.

- Hotel Activity
The Committee was advised of an increase in patrol/vigilance by the Police Department to deter prostitution activity. Pro-active investigative efforts have been initiated and enforcement is being conducted.

The Committee was advised the second round of Tobacco Enforcement efforts have been conducted. All establishments were in compliance.

8. VISITOR'S BUSINESS*
None

9. ADJOURNMENT
The meeting was adjourned at 6:25 p.m.

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

NEXT MEETING SCHEDULED JULY 8TH, 2013 AT 6:00 P.M.