

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, OCTOBER 28, 2013, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. 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 - October 14, 2013 (APPROVE)
 - c. Minutes - Executive Session - September 23, 2013 (APPROVE)
 - d. Warrants - \$228,548.18 (APPROVE)
 - e. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Accept a Proposal from North American Salt Company to Provide Bulk Treated Rock Salt for Use in the Village's 2013/14 Snow & Ice Control Program (ADOPT)
 - f. Resolution - A Resolution Authorizing the Village Administrator's Acceptance of Change Orders Number 1 and 2 for the Waterford Park Renovation Project and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Orders (ADOPT)
 - g. Resolution - A Resolution Approving a Plat of Easement - 503 W. 64th Street (ADOPT)
 - h. Motion - A Motion to Approve the Fiscal Year 2014/15 Budget Schedule (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. PROCLAMATION - A PROCLAMATION RECOGNIZING THE WEEK OF NOVEMBER 12 THRU 18, 2013 AS "THE DUPAGE COMMUNITY FOUNDATION WEEK"

8. MOTION -- A MOTION TO APPROVE THE FISCAL YEAR 2012/13 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR), TAX INCREMENT FINANCING (TIF) COMPLIANCE REPORT, AND AUDIT MANAGEMENT LETTER
9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND CALL ONE, INC. FOR TELEPHONE SERVICE
10. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF TWO (2) NEW APX 4000 700/800 PORTABLE MODEL 2 RADIOS - MOTOROLA SOLUTIONS, INC.
11. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF A NEW IN-CAR MOBILE VIDEO CAMERA RECORDING SYSTEM - L3 MOBILE-VISION, INC.

PRIOR BUSINESS

12. COMMITTEE REPORTS
13. ATTORNEY'S REPORT
14. CLERK'S REPORT
15. ADMINISTRATOR'S REPORT
16. MAYOR'S REPORT
17. EXECUTIVE SESSION:
 - a) REVIEW 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
18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, OCTOBER 14, 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 Dennis Baker, Terrence Kelly, Michael Mistele, Sue Berglund, Umberto Davi, and Paul Oggerino.

ABSENT: None.

Also present were Village Administrator Timothy Halik, Village Attorney Thomas Bastian, Village Attorney Michael R. Durkin, Chief Mark Shelton, Deputy Chief Mark Altobella, Planning Consultant JoEllen Charlton, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Berglund 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 - September 23, 2013 (APPROVE)
- c. Minutes - Executive Session - September 9, 2013 (APPROVE)
- d. Warrants - \$364,793.38 (APPROVE)
- e. Monthly Financial Report - September 30, 2013 (APPROVE)
- f. Ordinance - An Ordinance Authorizing the Sale of Personal Property Owned by the Village of Willowbrook - Ordinance No. 13-O-36 (PASS)

- g. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook - Title 3, Chapter 1A, Section 3-1A-1 - Fees Enumerated - Ordinance No. 13-O-37 (PASS)
- h. Motion to Approve - 2013 MFT Roadway Maintenance Program: Payout #3 - Final Payment - Crowley-Sheppard Asphalt, Inc. (APPROVE)
- i. Plan Commission Recommendation - consideration of a Petition to Approve a Preliminary and Final Plat of Subdivision, 700 Willowbrook Centre Parkway (RECEIVE)
- j. Proclamation - A Proclamation Supporting Efforts to Identify a Preferred Solution to the Invasive Asian Carp Issue (APPROVE)

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 Berglund to approve the Omnibus Vote Agenda as presented.

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE APPLICABLE CERTIFICATES ON A FINAL PLAT OF SUBDIVISION ENTITLED, "PLAT OF RE-SUBDIVISION OF WILLOWBROOK CORPORATE CENTER UNIT #2", 700 WILLOWBROOK CENTRE PARKWAY

Planning Consultant Charlton advised that per the direction of the Village Board, this plat was processed through the Plan Commission in order to divide the Village's existing 3.67 acre parcel into two lots. The lots were divided to comply with zoning ordinance requirements and subdivision regulations.

Planning Consultant Charlton stated that the 73rd Court and Adams Street access points will be restricted so no commercial traffic will be able to travel on the residential streets.

The Plan Commission unanimously recommended approval of this plat.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 13-R-62.

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

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT THE TERMS OF A LETTER OF ENGAGEMENT TO CONDUCT A CASH FLOW/FINANCING ANALYSIS OF SELECT VILLAGE FUNDS - SIKICH LLP

Administrator Halik stated that during the Goal Setting Workshop held in July, a suggestion was made to seek a recommendation from a financial consultant on appropriate methods to fund the various projects that were being considered. Staff then met with Sikich LLP.

Computerized models of three Village source funds (General Fund, L.A.F.E.R. Fund, Water & Water Capital Fund) should be obtained with projections for a period of five years. This will assist in evaluating the options for financing the identified projects.

The Sikich proposal to complete this project is not to exceed \$12,850. This project will ensure that we properly manage expenditures from funds that have a combined and available balance of approximately \$6,000,000.

Administrator Halik advised that if this proposal is approved, Sikich will begin the project and the resulting data will be available for fiscal year budget discussions later this year.

The Finance and Administration Committee reviewed and approved this proposal prior to tonight's meeting.

Trustee Davi stated that it would be important to spend this money to better understand how to proceed.

Administrator Halik also advised that at the Municipal Services Committee meeting held immediately prior to this meeting, there were some unexpected future expenditures that were discussed that will need to be addressed. The three Village water tanks are in a greater level of deterioration than expected, and costs to repair will be approximately \$1.8 million for all three tanks within the next 5-6 years.

There have also been recent problems with the water billing system and obtaining meter readings. After further review, water meters will also need to be replaced in each home. This project would cost approximately \$800,000. This expense will need to be incurred during this next fiscal year.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 13-R-63.

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

MOTION DECLARED CARRIED

8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO REPAIR/REPLACE THE EXISTING CATHODIC PROTECTION SYSTEM SERVING THE UNDERGROUND FUEL TANKS ON THE VILLAGE HALL PROPERTY - ACCURATE TANK CONSTRUCTION, INC.

Administrator Halik advised that last month, the Village's tank contractor performed the required annual testing inspection of the underground fuel tanks. The steel tanks are protected by a cathodic protection system. When the test was performed, the inspection on the two tanks failed. Per law, the Illinois State Fire Marshall was notified and gave sixty (60) days to make the necessary repairs or tanks must be taken out of service.

The lowest proposal was submitted by Accurate Tank Construction, Inc. in the amount of \$6,880.

The Municipal Services Committee immediately prior to tonight's meeting reviewed and approved the proposal.

Trustee Mistele suggested that a leak detection system also be looked into.

MOTION: Made by Trustee Baker and seconded by Trustee Mistele to adopt Resolution No. 13-R-64.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A TACTICAL DIVERSION TASK FORCE AGREEMENT WITH THE FEDERAL DRUG ENFORCEMENT ADMINISTRATION (DEA)

Chief Shelton stated that an officer has been assigned with the DEA since 2006. This resolution is an annual renewal of the agreement. Chief Shelton advised that this agreement also provides assistance and back up to drug cases that occur within the Village.

Seizure money has paid for squad cars, a new reporting system, guns, and upgrades to the police department. There was no money spent from the General Fund for these expenditures.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 13-R-65.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi stated that at the next Board meeting, there will be a fiscal year report. Trustee Davi also commented on a court case involving a Freedom of Information request involving the electronic communications of Board members' personal cell phones used during a Board meeting.

Trustee Oggerino had no report.

11. ATTORNEY'S REPORT

Attorney Bastian had no report.

12. CLERK'S REPORT

Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

14. MAYOR'S REPORT

Mayor Trilla had no 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. Consideration of the Purchase or Lease of Real Property for the Use of the Village Pursuant to 5 ILCS 120/2(c)(5)
- c. Consideration of the Setting of a Price for Sale or Lease of Property Owned by the Public Body Pursuant to 5 ILCS 120/2(c)(6)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to recess into Executive Session at the hour of 6:56 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:19 p.m.

16. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 7:20 p.m.

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Village Board Minutes
October 14, 2013

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

October 28, 2013.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

OCTOBER 28, 2013

GENERAL CORPORATE FUND	-----	\$72,686.79
WATER FUND	-----	130,611.00
POLICE PENSION FUND	-----	2,575.00
WATER CAPITAL IMPROVEMENTS FUND	-----	4,750.00
L.A.F.E AND R FUND	-----	17,925.39
TOTAL WARRANTS	-----	\$228,548.18



Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 10/23/13

BILLS PAID REPORT FOR OCTOBER, 2013

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	10/29 CK# 83028	\$2,179.28
833477 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
833477/OCT 13 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AL WARREN OIL CO (2205)	10/29 CK# 83029	\$3,627.07
10805834 GASOLINE INVENTORY 01-190-126	01-190-126	3,627.07
ALL AMERICAN PAPER COMPANY (68)	10/29 CK# 83030	\$80.34
81542 MAINTENANCE - PW BUILDING	01-35-725-418	80.34
AMERICAN FIRST AID SERVICE INC (77)	10/29 CK# 83031	\$89.85
152061 OPERATING EQUIPMENT 01-451-401	01-30-630-401	23.40
156649 MAINTENANCE - PW BUILDING	01-35-725-418	66.45
ARTHUR CLESEN, INC. (129)	10/29 CK# 83032	\$1,176.00
292971 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	1,176.00
BLACK GOLD SEPTIC (208)	10/29 CK# 83035	\$310.00
0849-OCT 13 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
BSA CUB SCOUT PACK 216 (165)	10/29 CK# 83036	\$96.00
WREATHS PUBLIC RELATIONS 01-435-365	01-10-475-365	96.00
CHRISTINA NICHOLS (586)	10/29 CK# 83037	\$20.00
REF #180AF-1 FALL RECREATION FEES 01-310-818	01-310-818	20.00
COMMONWEALTH EDISON (370)	10/29 CK# 83038	\$872.06
1024813000OCT13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	1.26
4215105154OCT13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	450.26
423085170OCT13 RED LIGHT - COM ED	01-30-630-248	59.26
4403140110OCT13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	69.66
6863089003OCT13 RED LIGHT - COM ED	01-30-630-248	64.54
7432089030OCT13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	179.70
791026027OCT13 RED LIGHT - COM ED	01-30-630-248	47.38
DCG (451)	10/29 CK# 83039	\$590.00
30999 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	590.00
DELTA DENTAL PLAN OF ILLINOIS (468)	10/29 CK# 83041	\$3,440.14
NOV 2013 EMP DED PAY-INS 01-210-204	01-210-204	701.71
NOV 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	188.56
NOV 2013 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	53.07
NOV 2013 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	106.14
NOV 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,116.57
NOV 2013 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	114.89
NOV 2013 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	159.20
CHRISTOPHER M. DRAKE (489)	10/29 CK# 83042	\$163.44
UNIFORMS 2013 UNIFORMS 01-451-345	01-30-630-345	163.44
DUPAGE COUNTY TREASURER (497)	10/29 CK# 83043	\$250.00
2386/SEPT 13 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
EDEWARD SANKARY (586)	10/29 CK# 83046	\$15.00
REF 180AF-2 FALL RECREATION FEES 01-310-818	01-310-818	15.00
FIRE & SECURITY SYSTEMS INC. (601)	10/29 CK# 83047	\$144.00
136531 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	94.00
137133 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	50.00
GOVT FINANCE OFCRS ASSN (705)	10/29 CK# 83048	\$435.00
2013 CAFER FEES DUES SUBSCRIPTIONS 01-25-610-307	01-25-610-307	435.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
W.W. GRAINGER (1999)	10/29 CK# 83049	\$229.43
9260242780 OPERATING EQUIPMENT 01-540-401	01-35-755-401	31.05
9266368167 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	120.84
9266368175 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	38.77
9266368175 OPERATING EQUIPMENT 01-540-401	01-35-755-401	38.77
LEROY HANSEN (752)	10/29 CK# 83102	\$656.50
2013 IML CONF SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	656.50
HOME DEPOT CREDIT SERVICES (808)	10/29 CK# 83051	\$323.73
0022369 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	114.77
0026256 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	208.96
THE HUNDRED CLUB OF DUPAGE CNTY (824)	10/29 CK# 83052	\$240.00
10/30/13 MTG SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	240.00
I.R.M.A. (966)	10/29 CK# 83054	\$1,001.56
AUGUST 13 SELF INS - DEDUCTIBLE 01-515-272	01-35-730-272	8.21
SEPT 13 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	993.35
ILL. FIRE & POLICE COMM. ASSN. (879)	10/29 CK# 83055	\$375.00
14 DUES FEES DUES SUBSCRIPTIONS 01-740-307	01-07-435-307	375.00
ISP BUREAU OF CRIMINAL IDENTIFICATION (243)	10/29 CK# 83056	\$36.50
4554 / SEPT 13 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	36.50
KARA CO. INC. (1033)	10/29 CK# 83057	\$150.20
294718 TREE MAINTENANCE 01-535-338	01-35-750-338	150.20
KIMBALL MIDWEST (2504)	10/29 CK# 83058	\$306.99
3202702 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	306.99
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	10/29 CK# 83059	\$556.75
226325700 COPY SERVICE 01-451-315	01-30-630-315	136.14
226370891 COPY SERVICE 01-420-315	01-10-455-315	420.61
LASERCRAFT INC (2300)	10/29 CK# 83060	\$23,945.00
13653SEPT 13 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
13654/SEPT 13 RED LIGHT - MISC FEE	01-30-630-249	1,470.00
LIBERTY SALES (2575)	10/29 CK# 83061	\$249.20
25031 SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	249.20
LOGSDON OFFICE SUPPLY (2452)	10/29 CK# 83062	\$333.23
891096-001 OFFICE SUPPLIES 01-601-301	01-20-550-301	13.43
891771-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	177.16
891771-001 OPERATING SUPPLIES 01-25-615-331	01-25-615-331	142.64
ANGELO & ELENI MALAMIS (2576)	10/29 CK# 83064	\$5,000.00
LANDSCP BOND COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	5,000.00
MARQUARDT & BELMONTE P.C. (2259)	10/29 CK# 83065	\$442.50
6082/SEPT 13 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	442.50
MARQUARDT PRINTING CO. (2543)	10/29 CK# 83066	\$356.00
24444 PRINTING & PUBLISH 01-420-302	01-10-455-302	222.00
24444 PRINTING & PUBLISHING 01-551-302	01-40-810-302	134.00
NEOPOST USA INC (1359)	10/29 CK# 83070	\$46.49
14062427 POSTAGE & METER RENT 01-420-311	01-10-455-311	46.49
ORKIN EXTERMINATING (1439)	10/29 CK# 83071	\$82.24
OCT 13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	82.24

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PEPSI COLA GEN BOT (1479)	10/29 CK# 83072	\$138.98
28604504 COMMISSARY PROVISION 01-420-355	01-10-455-355	138.98
PETTY CASH C/O TIM HALIK (1492)	10/29 CK# 83073	\$58.04
10/22/13 GAS-OIL-WASH-MILEAGE 01-420-303	01-10-455-303	34.41
10/22/13 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	23.63
THE PILATES BODY INC (2297)	10/29 CK# 83074	\$2,106.00
19550 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	2,106.00
PUBLIC SAFETY DIRECT INC (2309)	10/29 CK# 83075	\$209.00
24731 OPERATING EQUIPMENT 01-451-401	01-30-630-401	209.00
RAGS ELECTRIC, INC (1585)	10/29 CK# 83076	\$654.30
15054 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	161.49
15055 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	492.81
RAY O'HERRON CO., INC. (1594)	10/29 CK# 83077	\$244.85
1331178 OPERATING EQUIPMENT 01-451-401	01-30-630-401	34.95
1331179 OPERATING EQUIPMENT 01-451-401	01-30-630-401	209.90
RIGHT FIT SPORT FITNESS WELLNESS (2298)	10/29 CK# 83079	\$348.00
6216 FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	348.00
ROB PROCK (586)	10/29 CK# 83080	\$15.00
REF 108AF-3 FALL RECREATION FEES 01-310-818	01-310-818	15.00
ROBERT WHITE CONSTRUCTION (2579)	10/29 CK# 83081	\$2,475.00
1001 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	2,475.00
SECRETARY OF STATE (1689)	10/29 CK# 83082	\$303.00
61/63/04 NISSAN FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	303.00
SELECTION WORKS LLC (2580)	10/29 CK# 83083	\$7,125.00
1108 EXAMS - WRITTEN 01-745-542	01-07-440-542	7,125.00
SERVICE SANITATION INC (1697)	10/29 CK# 83084	\$136.00
6802753 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	136.00
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	10/29 CK# 83085	\$4,161.00
62451/SEP 13 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	4,161.00
SUBURBAN LIFE PUBLICATIONS (1805)	10/29 CK# 83086	\$154.32
848671 PRINTING & PUBLISHING 01-601-302	01-20-550-302	83.60
851937 PRINTING & PUBLISHING 01-745-302	01-07-435-302	70.72
SUNSET SEWER & WATER (2276)	10/29 CK# 83087	\$256.08
2013-300 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	256.08
TAMELING INDUSTRIES (1844)	10/29 CK# 83088	\$665.71
90630 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	665.71
TERESA GRALEWSKI (1466)	10/29 CK# 83090	\$200.00
2014 PERMIT #35 PARK PERMIT FEES 01-310-814	01-310-814	200.00
TREE TOWNS (1894)	10/29 CK# 83091	\$31.16
197379 PRINTING & PUBLISH 01-420-302	01-10-455-302	31.16
TRUGREEN (2542)	10/29 CK# 83092	\$2,332.00
12842379 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	952.00
13144270 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	1,380.00
UNIFIRST (1926)	10/29 CK# 83093	\$249.05
0610799381 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	190.30
0610799470 MAINTENANCE - PW BUILDING	01-35-725-418	58.75

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
VERIZON WIRELESS (1972)	10/29 CK# 83094	\$637.69
9712510988 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	61.37
9712510988 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.32
9712510988 PHONE - TELEPHONES 01-451-201	01-30-630-201	318.24
9712510988 TELEPHONES 01-501-201	01-35-710-201	136.55
9712510988 TELEPHONES 01-551-201	01-40-810-201	98.21
VIDEO AND SOUND SERVICE INC (2230)	10/29 CK# 83095	\$435.00
77438 OPERATING EQUIPMENT 01-451-401	01-30-630-401	435.00
WAREHOUSE DIRECT (2002)	10/29 CK# 83096	\$44.69
2093696-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	44.69
WESTFIELD FORD (2028)	10/29 CK# 83097	\$303.87
359056 MAINTENANCE - VEHICLES 01-420-409	01-10-455-409	303.87
WILLOWBROOK FORD INC. (2056)	10/29 CK# 83099	\$20.55
8016786/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.55
WLBK BURR RIDGE KIWANIS (2054)	10/29 CK# 83100	\$120.00
OGGERINO FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	120.00
THE YOGA TEACHERS' GROUP INC (2109)	10/29 CK# 83101	\$1,443.00
9/23-10/31/13 FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	1,443.00
TOTAL GENERAL CORPORATE FUND		\$72,686.79

VILLAGE OF WILLOWBROOK

RUN DATE: 10/23/13

BILLS PAID REPORT FOR OCTOBER, 2013

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ASSOCIATED TECHNICAL SERV. LTD. (126)	10/29 CK# 83033	\$1,457.75
23995 LEAK SURVEYS 02-430-276	02-50-430-276	735.00
24000 LEAK SURVEYS 02-430-276	02-50-430-276	722.75
AT & T MOBILITY (64)	10/29 CK# 83034	\$70.03
826930710/OCT13 PHONE - TELEPHONES 02-401-201	02-50-401-201	70.03
COMMONWEALTH EDISON (370)	10/29 CK# 83038	\$542.42
4651111049OCT13 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	542.42
DECISION SYSTEMS COMPANY (454)	10/29 CK# 83040	\$1,800.00
TRANING 2013129 EDP PERSONAL TRAINING 02-417-305	02-50-417-305	1,800.00
DELTA DENTAL PLAN OF ILLINOIS (468)	10/29 CK# 83041	\$114.89
NOV 2013 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	114.89
DUPAGE WATER COMMISSION (521)	10/29 CK# 83044	\$124,523.81
10205/SEPT 13 PURCHASE OF WATER 02-420-575	02-50-420-575	124,523.81
EAST JORDAN IRON WORKS, INC. (540)	10/29 CK# 83045	\$47.51
3651444 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	47.51
HOME DEPOT CREDIT SERVICES (808)	10/29 CK# 83051	\$4.68
4560726 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	4.68
KARA CO. INC. (1033)	10/29 CK# 83057	\$1,132.80
295126 OPERATING EQUIPMENT 02-430-401	02-50-430-401	53.55
295127 J. U. L. I. E. MAINTENANCE & SUPPLY	02-50-430-425	547.72
295130 OPERATING EQUIPMENT 02-430-401	02-50-430-401	531.53
LOGSDON OFFICE SUPPLY (2452)	10/29 CK# 83062	\$3.58
890771-002 OFFICE SUPPLIES 02-401-301	02-50-401-301	3.58
M.E. SIMPSON COMPANY INC (1235)	10/29 CK# 83063	\$765.00
24385 LEAK SURVEYS 02-430-276	02-50-430-276	765.00
NENG HE (2009)	10/29 CK# 83069	\$11.98
WR 10/22/13 OVER PAYMENT SENT TO CUSTOMER-DM HE, NENG UT# 250365.000	02-280-133	11.98
VERIZON WIRELESS (1972)	10/29 CK# 83094	\$136.55
9712510988 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.55
TOTAL WATER FUND		\$130,611.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR OCTOBER, 2013

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RUN TIME: 12:17PM

POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
I.P.P.F.A. (963)	10/29 CK# 83053	\$775.00
14 DUES MEETINGS, TRAVEL, CONFERENCES 07-401-304	07-62-401-304	775.00
TEPFER CONSULTING GROUP LTD. (1856)	10/29 CK# 83089	\$1,800.00
15643 ACTUARY SERVICES 07-401-252	07-62-401-252	1,800.00
TOTAL POLICE PENSION FUND		\$2,575.00

VILLAGE OF WILLOWBROOK

RUN DATE: 10/23/13

BILLS PAID REPORT FOR OCTOBER, 2013

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WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MIDWEST METER INC (1279)	10/29 CK# 83068	\$4,750.00
49588 MTU REPLACEMENT	09-65-440-602	4,750.00
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$4,750.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR OCTOBER, 2013

PAGE: 8

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RUN TIME: 12:17PM

LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MATTHEW PAVING INC (2577)	10/29 CK# 83067	\$16,650.00
5429 FACILITIES	14-75-930-415	16,650.00
RECYCLE AWAY LLC (2578)	10/29 CK# 83078	\$649.08
5732 FACILITIES	14-75-930-415	649.08
WILLIAMS ARCHITECTS (2051)	10/29 CK# 83098	\$626.31
0015497 FACILITIES	14-75-930-415	626.31
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$17,925.39

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR OCTOBER, 2013

RUN DATE: 10/23/13

SUMMARY ALL FUNDS

RUN TIME: 12:17PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	72,686.79	*
02-110-105	WATER FUND-CHECKING 0010330283	130,611.00	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	2,575.00	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	4,750.00	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	17,925.39	*
TOTAL ALL FUNDS		228,548.18	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FROM NORTH AMERICAN SALT COMPANY TO PROVIDE BULK TREATED ROCK SALT FOR USE IN THE VILLAGE'S 2013/2014 SNOW & ICE CONTROL PROGRAM

AGENDA NO.

5c

AGENDA DATE: 10/28/13

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____

Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: _____

THOMAS BASTIAN III

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: _____

Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

This year the Village participated in the State of Illinois Central Management Services (CMS) Bulk Rock Salt Program to obtain our requisite supply of regular rock salt for use in our snow & ice control program. We received confirmation on October 10, 2013 that our requisition was approved, and that this year's price of regular rock salt through the program will be \$50.67/ton. This is the same price paid for regular rock salt last year. The contract was extended at the same price.

The Village also uses approximately 200+ tons per year of chemically treated rock salt for use during the colder months of the winter. Regular rock salt becomes less effective when temperatures approach 20°F. Treated rock salt is effective to -15°F. The treated rock salt product is not currently offered through the Illinois CMS program. Therefore, staff requested a quote from North American Salt Company for 300 tons of treated salt to be used during the coming winter. (Under the terms of this proposal, we are only required to purchase 80% of the requested quantity, or at least 240 tons, as opposed to the full 300 tons.)

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

North American Salt Company produces a treated rock salt product called Thawrox™. This product contains rock salt treated with magnesium chloride and a viscosity modifier for improved roadway adhesion. The product is environmentally safe and can be used as an alternative to other pre-wetting treatments that some local jurisdictions in DuPage County use. The Village has used this product in the past, including during the last snow season. North American has provided a proposal to provide 300 tons of Thawrox™ at a price of \$71.40/ton, which represents an approximate 2.5% reduction over the price paid last year.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FROM NORTH AMERICAN SALT COMPANY TO PROVIDE BULK TREATED ROCK SALT FOR USE IN THE VILLAGE'S 2013/2014 SNOW & ICE CONTROL PROGRAM

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the competitive bidding process is hereby waived and that the Mayor and Village Clerk are hereby authorized to accept a proposal from North American Salt Company, attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 28th day of October, 2013

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



Exhibit "A"

Sold-To ("Purchaser"):

Tim Halik, Cgo, Mcp
Village of Willowbrook -Ts
7760 Quincy Street
Willowbrook, IL 60527



Date: October 11, 2013
Document: 108804

Tel: (630) 323-8215
Fax: (630) 323-0787
Customer #: H902627

NASC (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
300 Reserve: 0	Village of Willowbrook 710 Willowbrook Center Parkway Willowbrook, IL 60527 Destination #: H952786 Delivery Lead Time: 0 days	71.40 Deliver	Depot: Chicago Export-Treated Salt Product: 6602U - Thawrox-Treated Salt Mode of Transport: DUMP (END OR BOTTOM)

agreement subject to prior sale

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Monday, 31 Mar 2014

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

- * This proposal is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- * Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- * Applicable taxes extra
- * NASC has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Matt Beyers
Eastern Specialty Sales Manager 913-344-9101
NASC

Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. **OFFER.** No terms stated by Buyer in its bid, purchase order, acknowledgment, or other form shall be binding upon the Seller except as expressly agreed in writing by the Seller. Buyer is hereby notified of the Seller's objection to and rejection of any additional or different terms in Buyer's bid, purchase order, acknowledgment, or other forms. **THE SELLER'S PROPOSAL IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS AND CONDITIONS OF SALE (referred to as this 'Agreement').**
2. **PAYMENT.** Buyer agrees to make payment at Seller's location and at the time and in the currency specified on the Seller's invoicing document. The Seller may, in its sole judgment, require such other payment terms as it deems appropriate, including full or partial payment in advance of shipment or by letter of credit.
3. **PAST DUE ACCOUNTS.** A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with respect to which there is no dispute will be paid without set-off for any amount which Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller all attorney fees and court costs in connection with default of these payment terms by Buyer.
4. **PRICES.** EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT THE SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to 'tons' shall mean short tons (2000 lbs.) unless otherwise specified.
5. **CANCELLATION.** Orders may be canceled by Buyer only upon (1) written or oral notice to the Seller subsequently accepted in writing by the Seller and (2) payment to the Seller of reasonable cancellation charges to be solely determined by the Seller. Except as otherwise agreed in writing, until the product that is identified on the front of this invoice ('Product') is shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
6. **CREDIT.** Credit payment terms must have the prior approval of the Seller's Credit Department and must be specified in writing on the Seller's invoicing document. If at any time Buyer's financial responsibility becomes impaired or unsatisfactory to the Seller, Seller reserves the right to stop shipment, on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or to require other security satisfactory to the Seller, and in the absence thereof, to cancel, without liability, the unfiled portion of the contract.
7. **TAXES.** Any tax or other governmental charge now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold is not included in Seller's price and will be charged to and paid by the Buyer.
8. **DELAYS.** All orders are subject to the Seller's ability to make delivery at the time and in the quantities specified, and the Seller shall not be liable for damages for failure to make partial or complete shipment or for the delay in making shipments. The Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), action of any governmental authority, or other force majeure event). The Buyer shall be liable for any added expenses incurred by the Seller because of Buyer's delay in furnishing requested information to the Seller, delays resulting from order changes by the Buyer, or delay in unloading shipments at delivery point that are the fault of Buyer.
9. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on the Seller's invoicing document, all transportation charges, including, but not limited to, carrier's charges for notification prior to delivery, demurrage caused by Buyer, delay in unloading, diversion, or reconsignment will be paid by the Buyer. Risk of loss and title to Products transfers to the Buyer upon delivery at the F.O.B. point identified on the Seller's invoicing document. Products held or stored by Seller for Buyer will be at the sole risk of Buyer and Buyer will be liable for the expense to Seller of holding or storing Product at Buyer's request. On passage of title, the Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify the Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by the Buyer against the carrier. The Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Buyer shall be solely responsible for the care and condition of railcars in their possession and for their timely return in good condition.
10. **WARRANTY/TIME FOR MAKING CLAIMS.** The Seller warrants only that it will convey good title to the Product and that, at the time of shipment, the Product will conform to the published specifications of the Seller, Seller's specifications are subject to change at any time without notice to Buyer. **NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.** Buyer must notify Seller of any claim with respect to Product, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Product or such claim is waived. In the event of an alleged breach hereof by the Seller, the sole remedy available to the Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by the Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then the Buyer shall be entitled only to a refund of the amounts paid to the Seller for such defective Product. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Product will be commenced more than one (1) year after the accrual of the cause of action thereto.
11. **LIMITATION OF LIABILITY.** SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF THE NET PURCHASE PRICE OF THE PRODUCTS SOLD TO BUYER BY SELLER PURSUANT TO THIS INVOICE. SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. The Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Product delivered hereunder in manufacturing processes of the Buyer or in combination with other substances or otherwise.
12. **INDEMNIFICATION.** BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE 'INDEMNIFIED PARTIES'), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, THE 'LOSSES'), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
13. **SECURITY INTEREST.** The Buyer hereby grants to the Seller and the Seller hereby retains a security interest in all Products furnished by the Seller and the proceeds thereof, until the purchase price therefore is fully paid. Buyer agrees to execute such financing statements and other documents as Seller may determine to be necessary to perfect such security interest.
14. **GOVERNING LAW/JURISDICTION.** This Agreement and any sales hereunder will be governed by the laws of the state of Kansas without regard to conflicts of law rules. Both parties consent to the jurisdiction of Johnson County, Kansas courts over any matters arising out of this Agreement or any sales hereunder.
15. **ASSIGNABILITY.** This Agreement is not assignable by the Buyer without the prior written consent of the Seller and any purported assignment without such consent will be void.
16. **ENTIRE AGREEMENT.** These Terms and Conditions of Sales constitute the entire agreement of sale and purchase of the Product. No modification of this Agreement shall be of any force or effect unless in writing and signed by the parties sought to be bound thereby, and no modification shall be affected by the acknowledgment or acceptance of purchase order forms containing different terms or conditions.
17. **NO WAIVER.** The failure by Seller to enforce at any time any of the provisions of this Agreement, or to exercise any rights provided herein, will not be construed as a waiver of such provisions or options, nor in any way be construed to affect the validity of this Agreement, or the right of Seller thereafter to enforce each and every such provision.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBER 1 AND 2 FOR THE WATERFORD PARK RENOVATION PROJECT AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDERS	AGENDA NO. 5f AGENDA DATE: <u>10/28/13</u>
---	--

STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	

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

On September 9, 2013, the Village Board awarded contracts to the various contractors that were the qualified low bidders on the Waterford Park Renovation Project. After contractor insurance and bond requirements were met for the project, work began in late September. The project has progressed rapidly to ensure it is completed prior to the onset of the winter season and is nearing completion.

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

Attached are copies of two (2) Change Orders - #1 and #2 which were accepted on September 26, 2013 and October 15, 2013, respectively, in order to maintain project momentum. In addition, the following is a brief itemization of the costs implications:

CHANGE ORDER NO.	ITEM	CONTRACTOR / DESCRIPTION	FINAL COST
#1	Deletion of planned concrete curb around sand volleyball court	The Kenneth Company: Eliminate the pouring of a new concrete curb to be installed around the existing sand volleyball court. 200 LF conc. curb @\$20.50/LF	\$4,100.00 credit
#2	Various items related to an alteration to the park entrance paving plan	The Kenneth Company: 1) Raise/adjust existing seesaw \$380.00 2) Powerwash all play equipment \$490.00 3) Eliminate 195 SF of 6" concrete (\$1,443.00) 4) Sawcut and grind depressed curb \$540.00 5) Furnish & install ADA pavers \$470.00	\$437.00 addition
TOTAL:			\$3,663.00 credit

ACTION PROPOSED:

Adopt resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S
ACCEPTANCE OF CHANGE ORDER NUMBER 1 AND 2 FOR THE WATERFORD
PARK RENOVATION PROJECT AND RATIFYING AND CONFIRMING THE
VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDERS

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of
Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized
to execute project change order number 1 and 2 in the total amount of \$3,663.00 in favor
of the Village to complete necessary scope of work revisions associated with the Waterford
Park Renovation Project, attached hereto as Exhibit "A" and Exhibit "B" and made a part
hereof, and that the Village Administrator's prior execution of said change orders be and the
same is hereby ratified and confirmed.

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

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

CHANGE ORDER FORM

Change order #1: 2013 Waterford Park Improvements - Bld Package 2A - Concrete

Original contract date: 09/10/2013

Contractor: The Kenneth Company

Initiation date: 09/25/2013



Summary of changes to the contract:

1. DELETION: Remove 200 LF of Concrete Curb from Volleyball Court

Original contract sum	\$40,367.00
Previous change orders	
Current contract sum	\$40,367.00

Additions:
None

TOTAL ADDITIONS	\$0.00
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1. DELETION: Remove 200 LF of Concrete Curb from Volleyball Court per Unit Price of \$20.50/LF	(\$4,100.00)
--	--------------

TOTAL DELETIONS	(\$4,100.00)
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Total Change Order	(\$4,100.00)
--------------------	--------------

The new contract sum	\$36,267.00
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Owner:
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Contractor:
The Kenneth Company
16W064 Jeans Road
Lemont, IL 60439

By: T. Hall Date: 9.26.13

By: [Signature] Date: 9/26/13



MEMO

To: The Kenneth Company

From: Design Perspectives, Inc.

Date: September 26, 2013

RE: Change Order 1 for Package 2A

Ken,

Please see the attached change order for your signature. The Village is eliminating the concrete curb for the volleyball court.

Thanks.

Tod

RECEIVED
 OCT 15 2013
 VILLAGE OF
 WILLOWBROOK

THE KENNETH COMPANY

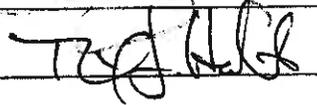
16W064 Jeans Rd.
 Lemont IL 50439
 Bus: 630/679-2750
 Fax: 630/325-2780
 KCOFFICE@AOL.COM

CHANGE ORDER

#2

To: Village of Willowbrook Attn: Kristin Violante 7760 Quincy St Willowbrook IL 60527	Date: October 15, 2013 Project: Waterford Park Owner: Village of Willowbrook Job Number: 1323
--	--

Item	Description	Deduct	Add
1.	Raise/Adjust standing seesaw		\$380.00
2.	Powerwash play equipment		\$490.00
3.	Furnish & install detectable pavers		\$470.00
4.	Saawcut & grind curb		\$540.00
5.	Delete 195 sf 6" concrete	\$1,443.00	
TOTAL:		\$1,443.00	\$1,880.00
GRAND TOTAL:			\$437.00

Submitted by: 
 Approved by: 

Organization: The Kenneth Co. Date: 10/15/13
 Organization: Village of Willowbrook Date: 10/15/13

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING A PLAT OF EASEMENT –
503 W. 64TH STREET

AGENDA NO.

5g

AGENDA DATE: 10/28/13

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____



LEGAL REVIEW: Thomas 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 PERTINENT HISTORY)

The Village has adopted the DuPage County Countywide Storm Water and Floodplain Ordinance, with local amendments, for stormwater and floodplain management within town. The Ordinance requires that all drainage swales, storm sewers, and detention/retention areas on private properties are located upon easements. Therefore, upon a redevelopment of a property where re-grading work or other storm sewer installation occurs, new easements must be dedicated if they do not already exist.

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

The existing residence located at 503 W. 64th Street has been razed and a new residence will be constructed in its place. The project will require re-grading of the property to establish positive drainage to serve the new residence. The re-grading will ensure that drainage from the property does not sheet flow onto adjacent properties. In accordance with the above mentioned code requirement, new easements are required, since easements do not already exist. The owner has prepared a Plat of Easement dedicating new public utility easements to the Village for this purpose.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION APPROVING A PLAT OF EASEMENT – 503 W. 64th Street

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

SECTION ONE: That the Plat of Easement, as prepared by Professional Land Surveying, Inc., Job No. 127253, consisting of one (1) sheet, dated January 14, 2013, and bearing the latest revision date of September 17, 2013, attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved and that the Mayor, Village Clerk and all other necessary and appropriate officers of the Village are authorized to execute said Plat.

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

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

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

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

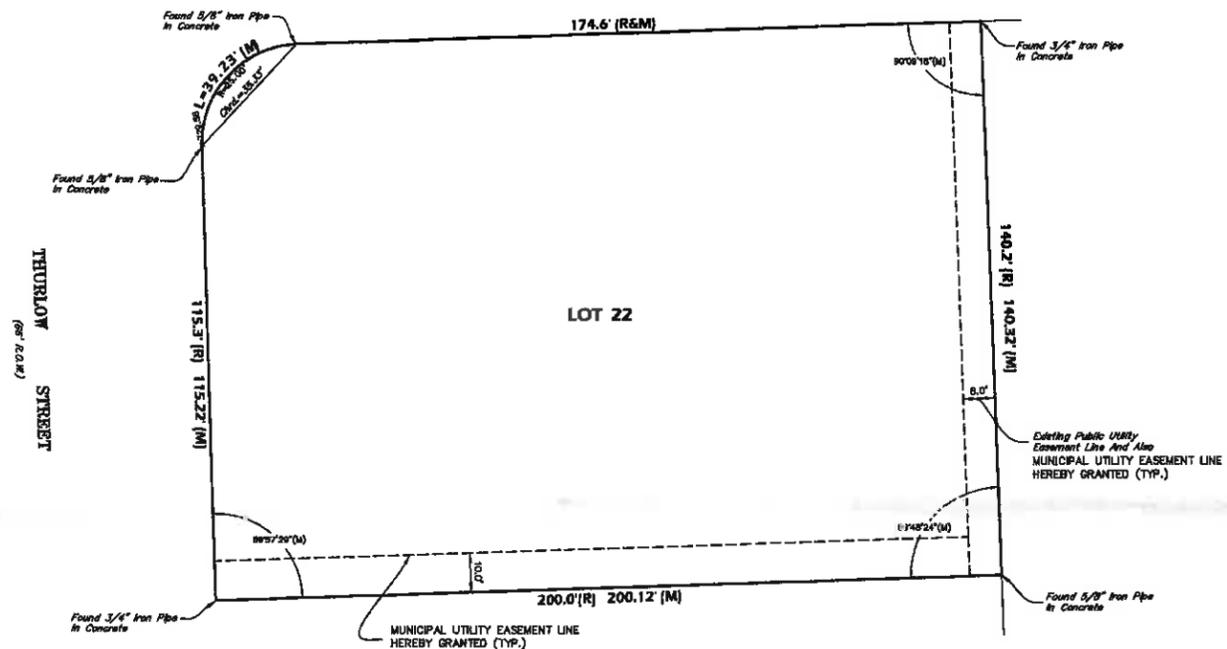
ABSENT: _____

PLAT OF EASEMENT

OF

LOT 22 IN ERIGN'S HIGH VIEW ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, R.10E 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1994 AS DOCUMENT 721075, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 19, 1994 AS DOCUMENT 723525, IN DUPAGE COUNTY, ILLINOIS.

64th STREET
(66' R.O.W.)



MUNICIPAL UTILITY EASEMENT PROVISIONS

PERPETUAL EASEMENTS FOR PROVIDING UTILITY SERVICES TO THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT AND OTHER PROPERTY ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WILLOWBROOK, AND THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE AREAS BOUNDED BY THE LOT LINES AND DOTTED LINES ON THIS PLAT AND INDICATED AS MUNICIPAL UTILITY EASEMENT AND/OR MUNICIPAL UTILITY AND DRAINAGE EASEMENT. FOR THE PURPOSES OF THIS PLAT, PROVIDING UTILITY SERVICES SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSTALL, CONSTRUCT, RECONSTRUCT, IMPROVE, KEEP, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, REMOVE, RELOCATE, REMOVE AND/OR INCREASE THE SIZE, NUMBER AND/OR TYPE OF FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF POTABLE WATER AND STORMWATER, INCLUDING ANY AND ALL GRADING AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH EASEMENT AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL REQUIRED SERVICE CONNECTIONS ON EACH LOT TO SERVE IMPROVEMENTS THEREON, OR IN ADJACENT LOTS, THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, OVER, UNDER, ACROSS, ALONG, THROUGH OR UPON SUCH EASEMENT AREAS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE(S). AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER THAT WOULD INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR THE EXERCISE OF GRANTEE(S) OTHER RIGHTS PROVIDED HEREIN.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY RESERVES AND GRANTS EASEMENTS FOR PUBLIC USE FOR PROVIDING UTILITY SERVICES AND/OR STORMWATER DRAINAGE AS STATED IN THE EASEMENT PROVISIONS WHICH ARE SET FORTH HEREON.

MORTGAGE CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED _____ A.D. 20____ AND RECORDED IN THE RECORDERS OFFICE OF _____ COUNTY, ILLINOIS ON THE _____ DAY OF _____ A.D. 20____ AS DOCUMENT NO. _____ HEREBY CONSENTS TO AND APPROVES THE GRANTING OF THE EASEMENTS DEPICTED HEREON.

DATED THIS _____ DAY OF _____ A.D. 20____
PRINT MORTGAGE NAME: _____
BY: _____ ATTORNEY
ITS: _____ ITS:

NOTARY CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNERS.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____ A.D. 20____

BY: _____ PRESIDENT
ATTEST: _____ VILLAGE CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M, AS DOCUMENT NUMBER _____

RECORDER OF DEEDS

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS OF RECORD NOT SHOWN.

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

FIELD WORK COMPLETED AND DATED THIS 14TH DAY OF JANUARY, 2013.



PLS No. 3483
MY LICENSE EXPIRES 11/30/14

PROFESSIONAL DESIGN FIRM NO. 184-004186

PREPARED FOR: DAVID SCHAEFER ARCHITECTS
JOB ADDRESS: 503 W. 64TH STREET
WILLOWBROOK, ILLINOIS

Professional Land Surveying, Inc.
3080 Ogden Avenue Suite 107
Lisle, Illinois 60532
Phone 630.778.1757 Fax 630.778.7757

DRAWN BY: JRP FLD. BK./PG. NO.:
COMPLETION DATE: 01-14-14 JOB NO.: 127253
REVISED: 08-19-13; 09-17-13 VILLAGE REVIEW

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

5h

ITEM TITLE:

MOTION TO APPROVE THE FISCAL YEAR 2014/15 BUDGET SCHEDULE

AGENDA NO.

AGENDA DATE: 10/28/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TE Halik

LEGAL REVIEW: N/A

SIGNATURE: N/A

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TE Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Attached is the Fiscal Year 2014/15 (May 1, 2014 thru April 30, 2015) Budget Schedule. The schedule generally reflects the same budget process that has been followed in previous years. However, as was suggested this summer, an annual Goal Setting Workshop was added to start the budget consideration process. The discussion and resulting direction provided to staff at this annual workshop will assist in developing the content of the Board Budget Workshop, which is typically held in March.

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

The next scheduled budget process event is the budget preparation meeting, which will be held by staff on Wednesday, October 30th. The Board Budget Preview presentation is tentatively scheduled to occur during the November 25, 2013 Board meeting. This presentation is intended to provide both a "sneak peak" of the budget workshop discussion that will occur in March, and to request input on any specific area(s) of the budget that the Board would like to review in greater detail at that time.

ACTION PROPOSED:

Approve the FY 2014/15 Budget Schedule.

Fiscal Year 2014/15 Budget Schedule

BUDGET PROCESS EVENT	DATE	STATUS
Community-wide Citizen Survey	July 12, 2013	✓
Goal Setting Workshop	July 29, 2013	✓
Senior Staff Budget Preparation Meeting	October 30, 2013	
Board Budget Preview	November 25, 2013 (BoT)	
Staff Budget Kick-Off Meeting	December 2, 2013	
Department Budget Proposals Due	January 6, 2014	
Department Review of Budget Submittals	Week of January 13, 2014	
Staff Budget Meeting / Final Adjustments	January 28, 2014	
Joint Committee Review of Proposed Budget	February 10, 2014 (Committees)	
Board Budget Workshop I	March 17, 2014 (Workshop)	
Board Budget Workshop II (if needed)	April 7, 2014 (BoT)	
Final Budget Approval	April 21, 2014 (BoT)	

September 30, 2013

Balsys, Marius & Gitana
610 W 68th St
Willowbrook Il 60527

Re: Account No. 212720.004 Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$221.79. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before October 28, 2013, will result in the immediate termination of your water service.

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

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

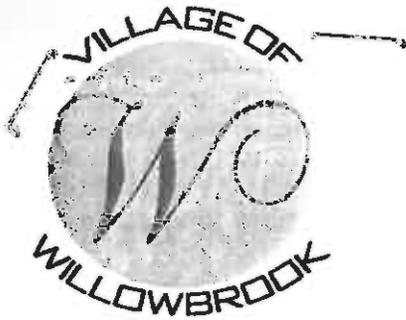
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

September 30, 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



Proud Member of the
Illinois Route 66 Scenic Byway

Harris, Brian J.
6330 Tremont Rd
Willowbrook IL 60527

Re: Account No. 252690.000 Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$305.30. 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 October 28, 2013, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

September 30, 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

Hauppa, Paul/Labianco, Diana
528 Ridgemoor Dr
Willowbrook IL 60527

Re: Account No. 253390.006 Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$196.15. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before October 28, 2013, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



Proud Member of the
Illinois Route 66 Scenic Byway

September 30, 2013

Worldwide Transmission Group
585 Executive Dr
Willowbrook Il 60527

Re: Account No. 410210.004 Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$803.07. 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 October 28, 2013, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

September 30, 2013

Zenner, Richard
125 Waterford Dr
Willowbrook Il 60527

Re: Account No. 250850.001 Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$461.69. 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 October 28, 2013, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A PROCLAMATION RECOGNIZING THE WEEK OF NOVEMBER 12 – 18, 2013 AS “THE DUPAGE COMMUNITY FOUNDATION WEEK”.

AGENDA NO.

7

AGENDA DATE: 10/28/13

STAFF REVIEW: Cindy Stuchl

SIGNATURE:

Cindy Stuchl

LEGAL REVIEW: Thomas Bastian

SIGNATURE:

THOMAS BASTIAN TH.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

Te Hll

REVIEWED & APPROVED BY COMMITTEE: YES N/A

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

The DuPage Community Foundation is a grantmaking foundation created in 1986 to benefit the people of DuPage County. The DuPage Community Foundation's mission is to foster philanthropy, connect donors to area needs, and build community partnerships.

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

None.

ACTION PROPOSED: ADOPT THE PROCLAMATION

Village of Willowbrook

Proclamation

WHEREAS, November 12 – 18, 2013, is nationally recognized as “Community Foundation Week”, when citizens across the country celebrate the impact that these crucial charitable organizations have on our communities; and

WHEREAS, there are more than 700 community foundations in the United States and more than 30 in the State of Illinois; and

WHEREAS, the Village of Willowbrook is fortunate to have The DuPage Community Foundation, whose vision is to raise the quality of life throughout DuPage County; and

WHEREAS, The DuPage Community Foundation’s mission is to foster philanthropy, connect donors to area needs, and build community partnerships; and

WHEREAS, The DuPage Community Foundation has been a valued partner in our community since 1986, helping people achieve their charitable goals and ensuring that funds are available to benefit causes and organizations addressing the needs of our community today and for generations to come; and

WHEREAS, the Village of Willowbrook thanks The DuPage Community Foundation for being an integral community partner and resource, and recognized the great things that the Foundation has done on behalf of our community since 1986;

NOW, THEREFORE, I, FRANK A. TRILLA, Mayor of the Village of Willowbrook, Illinois, and Village Board of Trustees, do hereby proclaim November 12 – 18, 2013, as “The DuPage Community Foundation Week” in the Village of Willowbrook and urge all citizens to support the Foundation’s mission.

Proclaimed this 28th day of October, 2013.

Attest:



Mayor





Village Clerk



[Home](#)
[About Us](#)
[Community Impact](#)
[Apply](#)
[Give](#)
[For Advisors](#)
[Leadership Initiatives](#)
[News & Events](#)
[Contact Us](#)

Our Mission:

To Foster Philanthropy,
Connect Donors To Area Needs and
Build Community Partnerships.

» [About Us](#)

» [About Us](#)

What Is The DuPage Community Foundation?

The DuPage Community Foundation is a grantmaking foundation created in 1986 to benefit the people of DuPage County, Illinois. The earnings from the endowment are used to address community needs. Because the Foundation is a public charity, donors enjoy maximum tax advantages.

The Foundation's strength and character come from its distinctive qualities:

1. A flexible, yet permanent, collection of funds supported by a wide range of donors.
2. The expertise to determine the best use of those funds to meet community needs in the areas of arts and culture, education, environment, health and human services. The Foundation awarded grants totaling nearly \$15 million to agencies servicing DuPage County residents.
3. A Board of Trustees representing the community and serving the public interest.
4. An organizational commitment to provide leadership on current and emerging community problems such as basic human needs, the environment, and children and youth.
5. A commitment to create funds and distribute proceeds in accordance with donors' intentions.
6. The adherence to a sense of "community" that cooperates with individual interests and objectives.

Who Does The DuPage Community Foundation Serve?

Donors

We offer several vehicles for giving.

- Named or anonymous
- Permanent or pass-through
- General or specific interest
- Active participation or less-direct involvement

We offer resources for estate planning.

- Various options for making deferred gifts
- Potential to involve family members
- Contacts for discussing philanthropic objectives

Charities

We offer immediate program support.

- Community Needs grants from the Foundation Board
- Partners in community-wide initiatives seeded by DCF
- Recipients of designated funds established by donors

We are partners in building charitable capital.

- Able to establish agency endowments at DCF
- Able to collaborate in assessing needs

Communities

The community is the beneficiary of charitable capital.

- Can obtain local support for initiatives sponsored by local groups
- Can meet emergency needs and manage them locally
- Can be a neutral convener to address local issues
- We maintain a community endowment to ensure future support


 104 E. Roosevelt Rd., Suite 204
 Wheaton, IL 60187-5100
 Phone: 630-665-5556
 Fax: 630-665-9571

PROCLAMATION
Community Foundation Week
November 12-18, 2013

WHEREAS, November 12-18, 2013, is nationally recognized as "Community Foundation Week," when citizens across the country celebrate the impact that these crucial charitable organizations have on our communities; and

WHEREAS, there are more than 700 community foundations in the United States and more than 30 in the state of Illinois; and

WHEREAS, DuPage County is fortunate to have The DuPage Community Foundation, whose vision is to raise the quality of life throughout DuPage County; and

WHEREAS, The DuPage Community Foundation's mission is to foster philanthropy, connect donors to area needs and build community partnerships; and

WHEREAS, The DuPage Community Foundation has been a valued partner in our community since 1986, helping people achieve their charitable goals and ensuring that funds are available to benefit causes and organizations addressing the needs of our community today, and for generations to come; and

WHEREAS, DuPage County thanks The DuPage Community Foundation for being an integral community partner and resource, and recognizes the great things that the Foundation has done on behalf of our community since 1986;

NOW, THEREFORE, BE IT RESOLVED that I, Daniel J. Cronin, Chairman of the DuPage County Board and members of the County Board, do hereby proclaim November 12-18, 2013, as "The DuPage Community Foundation Week" in DuPage County and urge all citizens to support the Foundation's mission.

Enacted this 22nd day of October, 2013 in Wheaton, Illinois.

*Daniel J. Cronin, Chairman
DuPage County Board*

*Gary King, Clerk
DuPage County*

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION TO APPROVE FISCAL YEAR 2012-13
COMPREHENSIVE ANNUAL FINANCIAL REPORT, TIF
COMPLIANCE REPORT AND MANAGEMENT LETTER

AGENDA NO. 8
AGENDA DATE: 10/28/13

STAFF REVIEW: Carrie Dittman, Int. Dir. of Finance

SIGNATURE: Carrie Dittman

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: T. H. H. H.

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Included in your agenda packet are the following:

- Comprehensive Annual Financial Report (CAFR) for the Village of Willowbrook for the Year Ended April 30, 2013.
- Special Tax Allocation Fund's (TIF) Report on Compliance with Public Act 85-1142 For the Year Ended April 30, 2013.
- Management Letter (Report on Internal Controls) presented by the Village's audit firm, Wolf & Company LLP, with responses from the Village staff. This was discussed at the Finance and Administration Committee on 10/14/13.

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

The Village has once again received an unqualified, or "clean" opinion, on its audited financial statements for the fiscal year ending April 30, 2013. The Village will be submitting the report to the Government Finance Officers Assn. for consideration of the Certificate of Achievement for Excellence in Financial Reporting, which, if granted, will be the Village's twenty-fourth year of receiving the award.

Village staff has prepared a financial summary of the General Fund's year end operating results.

ACTION PROPOSED: APPROVAL OF FISCAL YEAR 2012-13 COMPREHENSIVE ANNUAL FINANCIAL REPORT, TIF COMPLIANCE REPORT AND MANAGEMENT LETTER

October 28, 2013

MEMO TO: Mayor and Board of Trustees

FROM: Carrie Dittman, Interim Director of Finance

SUBJECT: April 30, 2013 Comprehensive Annual Financial Report General Fund Results

GENERAL FUND REVENUES

General Fund Revenues exceeded the budgeted amount by \$619,595 or 8.31%. The table below provides a summary of the dollar and percent differences from budget to actual revenues.

<u>Revenue</u>	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>	
Sales Tax	\$ 3,493,374	\$ 3,669,825	\$ 176,451	5.05%
Income Tax	646,306	769,630	123,324	19.08%
Amusement Tax	42,083	83,210	41,127	97.73%
Utility Tax	1,163,633	1,138,881	(24,752)	-2.13%
Places of Eating Tax	450,581	468,266	17,685	3.92%
Special Rec Property Tax	68,247	69,030	783	1.15%
Road & Bridge Tax	91,638	94,061	2,423	2.64%
Other Taxes	147,844	150,739	2,895	1.96%
Licenses	95,270	146,868	51,598	54.16%
Permit Fees	113,600	242,788	129,188	113.72%
Fines - Red Light	540,000	556,513	16,513	3.06%
Fines - Other	160,000	148,468	(11,532)	-7.21%
Cable Fees	157,590	196,225	38,635	24.52%
Investment Income	9,176	3,189	(5,987)	-65.25%
Federal/State Grants	2,000	60,343	58,343	2917.15%
Drug Forfeiture/DEA	100,975	94,450	(6,525)	-6.46%
Charges for Services	41,977	61,154	19,177	45.68%
Parks & Recreation	49,557	68,906	19,349	39.04%
Other	84,510	55,410	(29,100)	-34.43%
Total	<u>\$ 7,458,361</u>	<u>\$ 8,077,956</u>	<u>\$ 619,595</u>	<u>8.31%</u>

GENERAL FUND EXPENDITURES

Total General Fund Expenditures came in under the budgeted amount by \$58,975. Expenditures were budgeted at \$6,684,622 compared to actual expenditures of \$6,625,647. Highlights of expenditures by department are as follows:

<u>Department</u>	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>	
Village Board & Clerk	\$ 39,013	\$ 30,530	\$ (8,483)	-21.74%
Board of Police Comm.	23,275	2,258	(21,017)	-90.30%
Administration	1,038,095	1,143,946	105,851	10.20%
Planning & Econ. Dev	128,168	128,003	(165)	-0.13%
Finance	298,462	265,363	(33,099)	-11.09%
Building and Zoning	237,270	268,809	31,539	13.29%
Police	4,161,940	4,193,242	31,302	0.75%
Public Works	814,173	685,209	(128,964)	-15.84%
Parks	333,649	297,710	(35,939)	-10.77%
Less: Overhead				
Reimbursement from Water	<u>(389,423)</u>	<u>(389,423)</u>	<u>-</u>	<u>0.00%</u>
Total Before Transfers Out	<u>\$ 6,684,622</u>	<u>\$ 6,625,647</u>	<u>\$ (58,975)</u>	<u>-0.88%</u>
Transfers Out				
2008 Bond Fund	<u>107,946</u>	<u>107,946</u>	<u>-</u>	<u>0.00%</u>
Total Transfers Out	<u>\$ 107,946</u>	<u>\$ 107,946</u>	<u>\$ -</u>	<u>0.00%</u>
Grand Total Expenditures and Transfers Out	<u>\$ 6,792,568</u>	<u>\$ 6,733,593</u>	<u>\$ (58,975)</u>	<u>-0.88%</u>

Summary

The net increase in fund balance that resulted after all year-end adjustments and transfers were made was \$1,353,073. The Village budgeted a net increase of \$670,793. The ending fund balance at April 30, 2013 is \$3,768,047. Of this amount, \$3,602,461 is unrestricted and available for future spending. This represents 198 days of operating expenditures, which exceeds the Village's existing target of reserves of 120.

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT FOR TELEPHONE SERVICE WITH CALL ONE, INC.

AGENDA NO.

9

AGENDA DATE: 10/28/13

STAFF REVIEW:

Garrett Hummel, Management Analyst

SIGNATURE:

LEGAL REVIEW:

Thomas Bastian, Village Attorney

SIGNATURE:

RECOMMENDED BY:

Tim Halik, Village Administrator

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE: YES 10/14/13 N/A
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

In May 2013, the Village Board approved a contract with Platinum Communications Group to conduct an audit of the Village's telecommunications services and provide a recommendation for the Village's next contract renewal. Platinum Communications Group has recommended the Village enter into a telecommunication contract with Call One of Chicago Illinois.

Call One is a wholesaler of AT&T services that provides service to over 90 municipalities and governmental entities in the Chicagoland area. Call One is currently under contract with the Suburban Purchasing Cooperative (SPC) for telecommunication services. This agreement with the SPC enables Call One to provide reduced rates participating municipalities compared to AT&T. The Village of Willowbrook is eligible to receive the rates negotiated by the SPC. The contracts included in the proposal are two 2-year contracts for local/long distance services and Centrex service as well as a 3-year contract for a new PRI. (Exhibits A, B, C)

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

The following table compares selected AT&T rates with the proposed Call One rates:

Monthly Service Charges	Current Rates (AT&T)			Proposed Rates (Call One)		
	Rate	Qty	Charge	Rate	Qty	Charge
POTS Lines	\$ 16.86	19	\$ 320.34	\$ 14.64	19	\$ 278.16
Centrex	\$ 325.94	1	\$ 325.94	\$ 142.34	1	\$ 142.34
PRI	\$ 400.00	1	\$ 400.00	\$ 300.00	1	\$ 300.00
Local Usage						
POTS Lines						
Band A	\$ 0.105	100	\$ 10.50	\$ 0.012	100	\$ 1.20
Band B	\$ 0.105	76	\$ 7.98	\$ 0.024	76	\$ 1.82
PRI						
Band A	\$ 0.105	3034	\$ 318.57	\$ 0.012	3034	Included in PRI
Band B	\$ 0.105	1483	\$ 155.72	\$ 0.024	1483	Included in PRI
Long Distance						
	\$ 0.085	1535	\$ 130.48	\$ 0.029	1535	\$ 44.52
Total Monthly Usage (Local + LD)			\$ 623.24			\$ 47.54
Total Estimated Monthly Charges						
			\$ 2,681.49			\$ 1,918.80
Estimated Monthly Savings						
						\$ 762.69
Estimated % Savings						
						28%
Estimated Annual Savings						
						\$ 9,152.28

This item was reviewed and approved at the 10/14/13 Finance & Administration Committee meeting.

ACTION PROPOSED: Adopt the Resolution



PLATINUM
communications group

Communications Audit

Prepared for
Garrett Hummel and Timothy Halik

Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527



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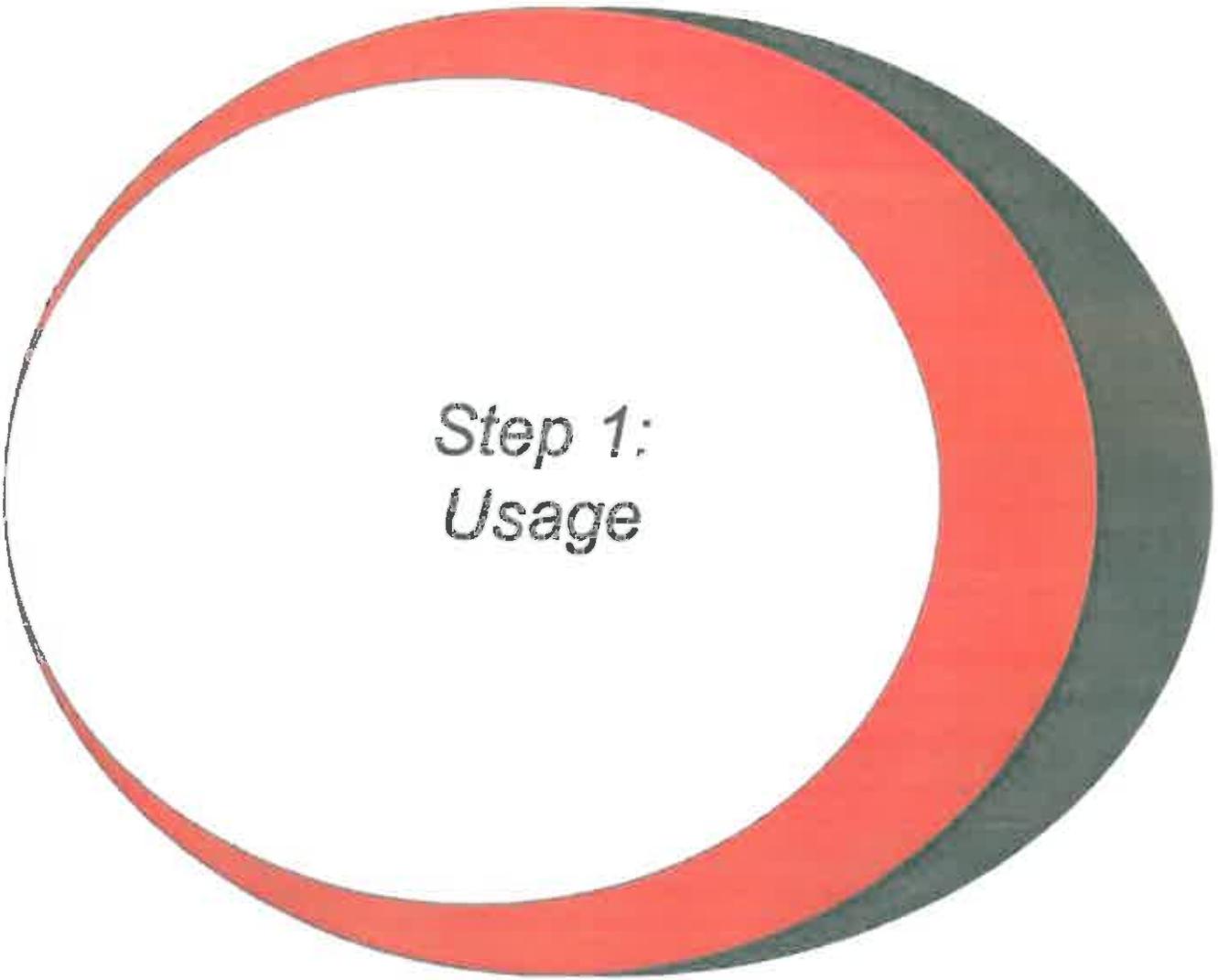
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Step 1: Usage:	pg 4
Monthly Recurring Charges:	pg 5
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Overview

- **Platinum Communications Group has reviewed and audited the communication services and expenses for Village of Willowbrook. This information was derived from the AT&T Communications local and long distance statements provided. As a part of Platinum's service, our Auditing Department will go through a 3-Step Process for your company.**
- **The first step is analyzing all of your organization's invoices extensively. Any inconsistencies or overcharges identified were immediately corrected and credits initiated.**
- **During the second step, our group examined the rate structures offered by your current providers to determine if there is room for improvement with them. After identifying the rates available to your company with your current carriers the third step was initiated.**
- **The third step is designed to offer recommendations based on your applications, needs and a comparison of industry pricing and products. This is done in order to provide a custom tailored solution to meet your needs and offer a reduction in expenses for your communication services. These recommendations may or may not include your current provider(s). Once authorized by your company, Platinum will oversee every aspect of implementation to ensure a smooth transition and complete fulfillment of the savings proposed.**

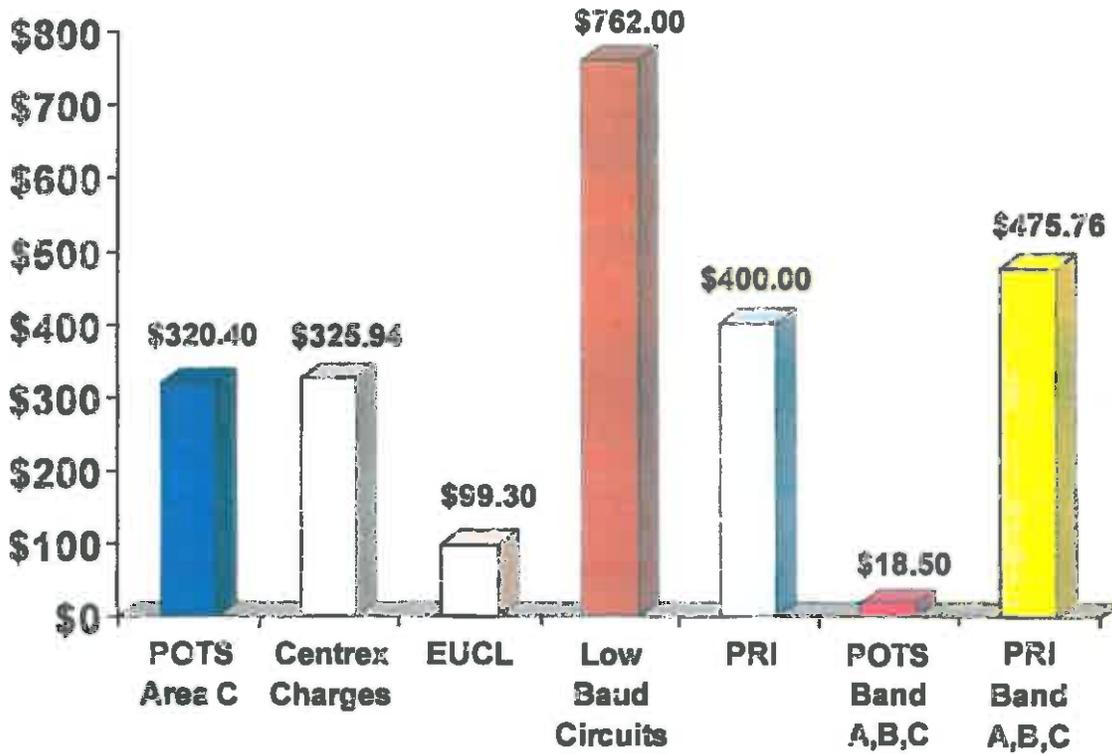
At Platinum Communications Group we pride ourselves on our accuracy and expertise in the communications industry. We are confident that you will be pleased with our findings and recommendations.

A large, stylized ring graphic is centered on the page. It is composed of two concentric rings. The inner ring is a vibrant red, and the outer ring is a dark grey. The rings are slightly offset from each other, creating a 3D effect. The text 'Step 1: Usage' is centered within the white space of the inner ring.

*Step 1:
Usage*

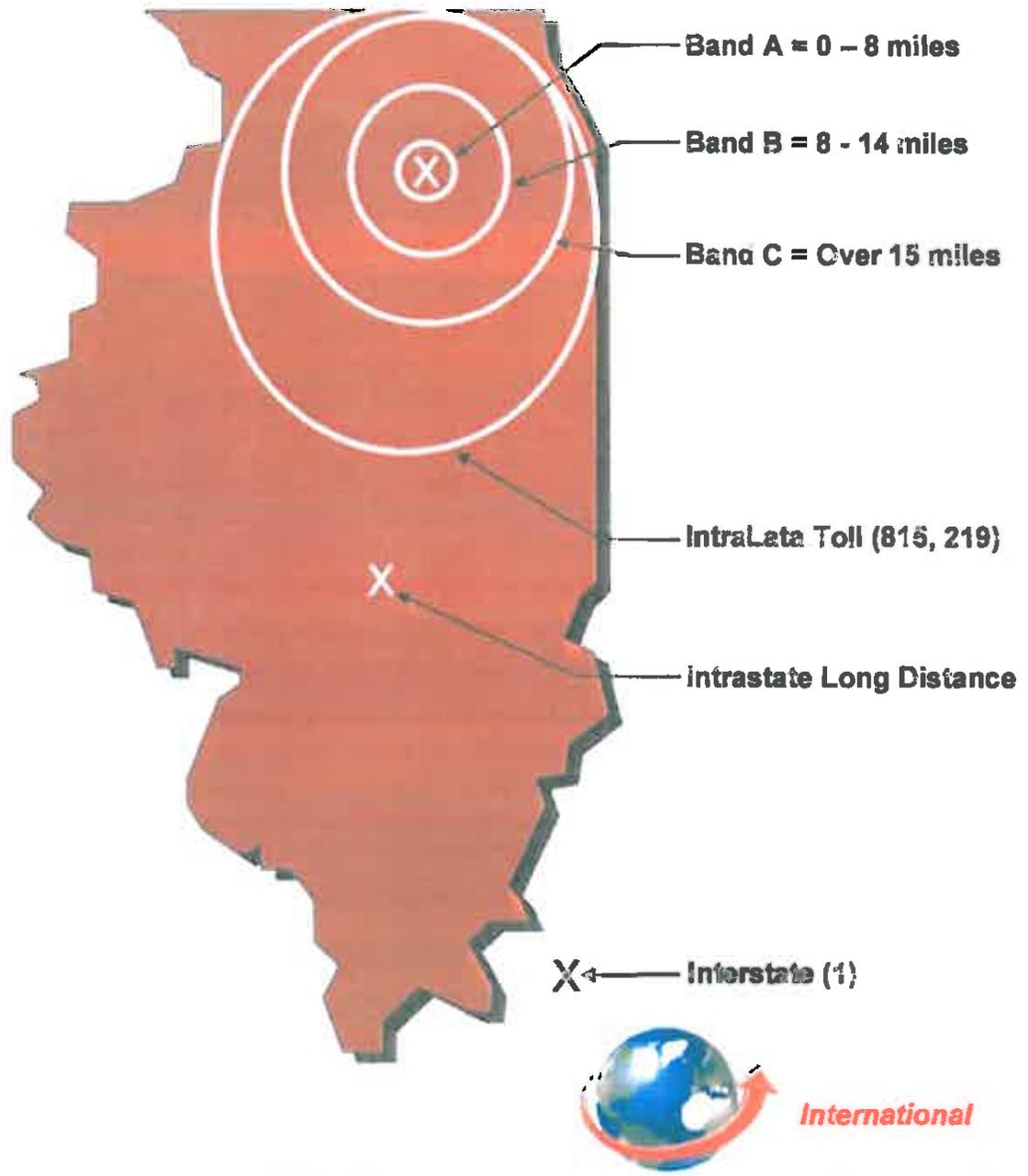


Monthly Recurring Charges



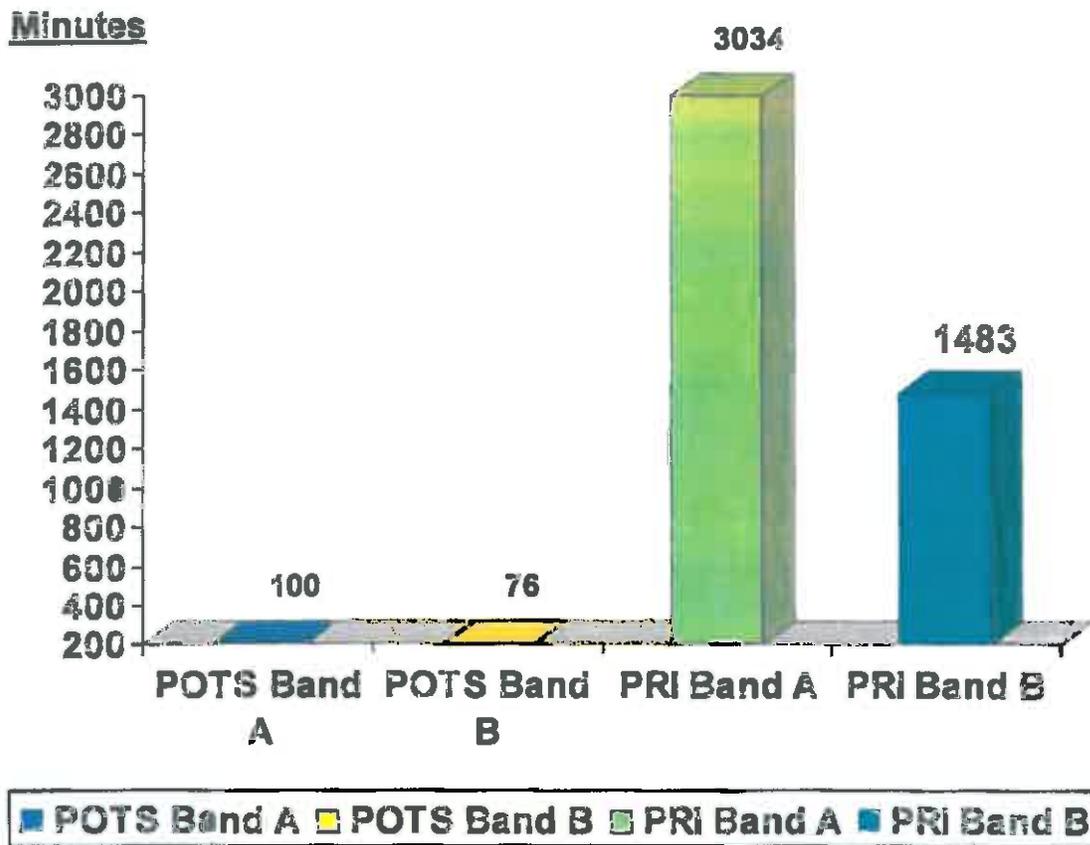


Call Types





Current Local Usage

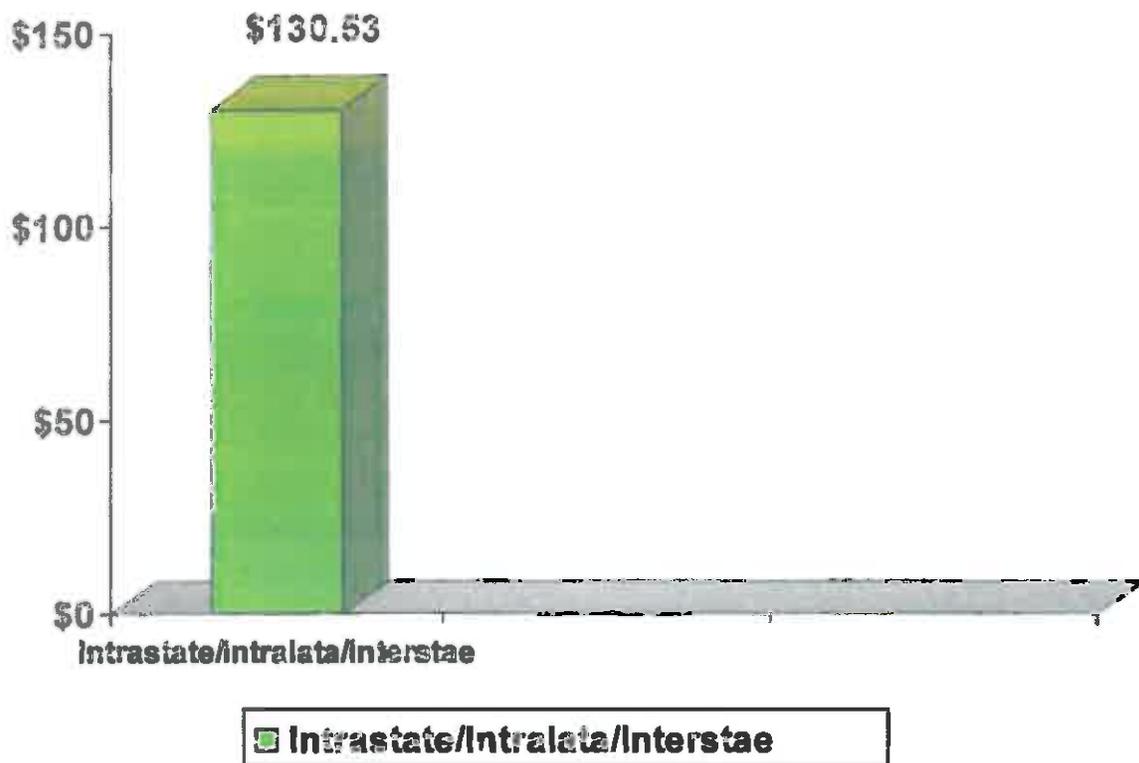


Band A = \$183.29

Band B = \$69.32



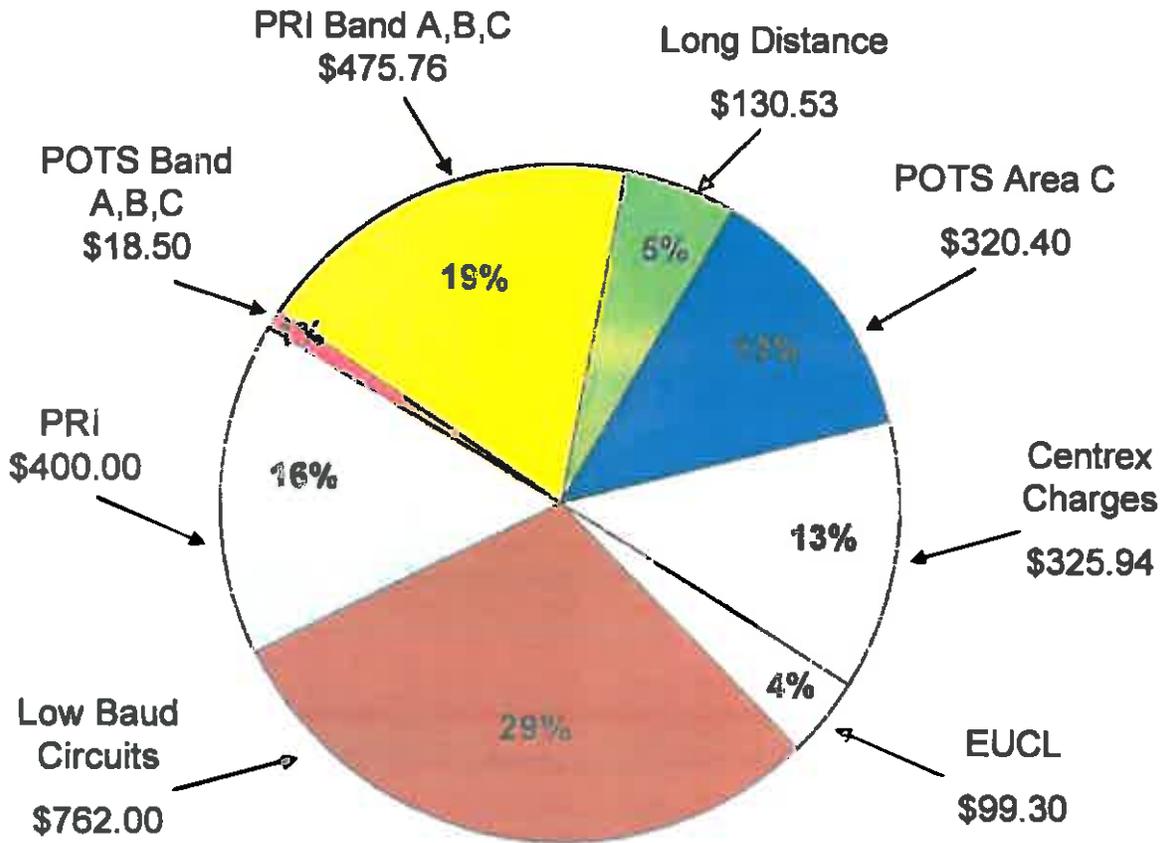
Long Distance Usage



Minutes = 1535.6



Over All Summary



POTS Area C	Centrex Charges	EUCL
Low Baud Circuits	PRI	POTS Band A,B,C
PRI Band A,B,C	Long Distance	



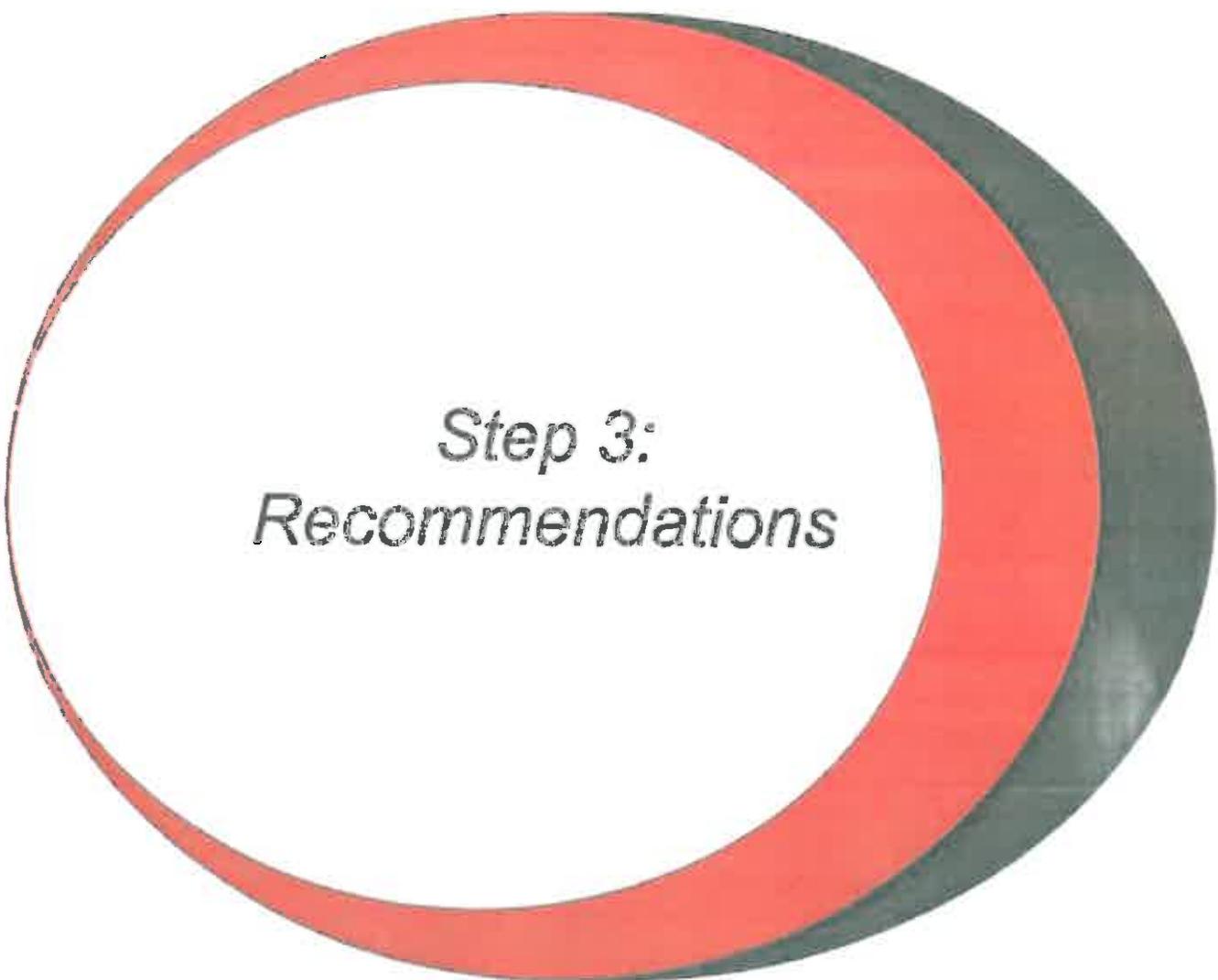
Step 2: Rate Structures



Step 2:

AT&T

Based on your type of service and usage trends there is improvements that can be made regarding your AT&T services. These will be covered in the recommendation section of the audit.

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*Step 3:
Recommendations*

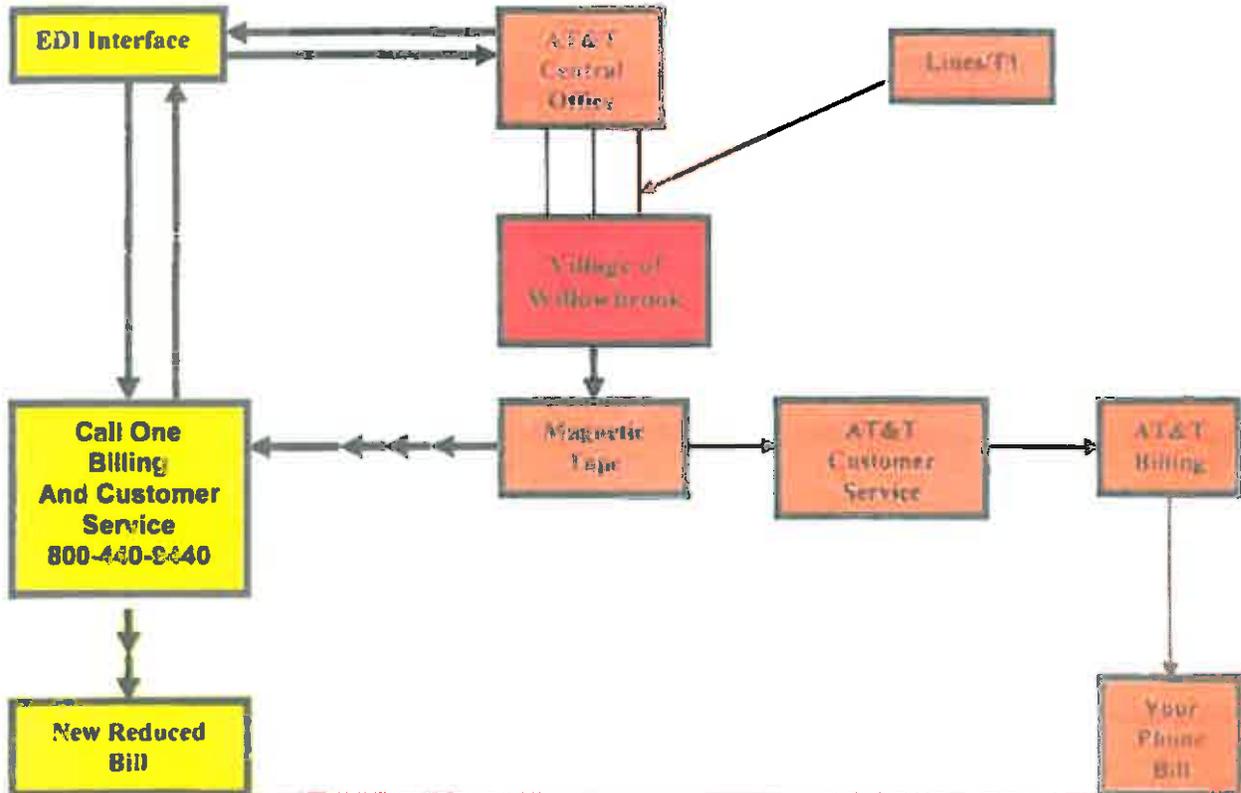


Recommendations 1

- You are being billed by AT&T for your local and long distance services.

Recommendation 1

- Village of Willowbrook can lower its costs for local & long distance service without leaving the quality of the AT&T network. Call One Communications has the ability to assume your local service from AT&T without making any physical changes to your existing service. In addition, Call One can also assume your long distance service from AT&T if you wish. Call One is a well-respected, authorized billing agent of AT&T that specializes in improving on the three areas that AT&T/SBC customers would like to see most: billing, cost, and customer service. By utilizing Call One, your company doesn't change anything relating to your current service other than where the bill comes from and whom you call. You maintain your current AT&T service exactly as it is except Call One can consolidate ALL of your Illinois AT&T invoices on to one easy to understand invoice and you simply pay substantially less for it. Call One is the only carrier that has an agreement with AT&T to assume your local service as is regardless of any non usage contractual obligations. In addition Call One Guarantees your rates for the term of the agreement. Also, at Call One you will talk with a live Customer Service rep within seconds vs. the voice prompts you experience at AT&T. Superior Customer Service is their hallmark. Below is the savings without making any changes to your current configuration. By utilizing Call One for your local service Village of Willowbrook will save \$762.69 monthly or \$9,152.31 annually.





Recommendations 1: Savings Analysis

VILLAGE OF WILLOWBROOK
7760 QUINCY ST. CALLC
WILLOWBROOK, IL 60527

SAVINGS ANALYSIS						
	Current Rates			Three-Year Agreement		
	Rate	Qty	Charge	Rate	Qty	Charge
Monthly Service Charges						
POTS Lines - Area C	\$10.80	13.0	\$140.40	\$14.64	13.0	\$190.32
POTS Unrs - Area C	\$37.00	3.0	\$111.00	\$14.64	3.0	\$43.92
POTS Lines - Area C	\$23.00	3.0	\$69.00	\$14.64	3.0	\$43.92
Centrex Lines - Area C	\$37.00	6.0	\$222.00	\$14.64	6.0	\$87.84
Centrex Charge	\$16.24	6.0	\$97.44	\$8.00	6.0	\$48.00
Centrex System Charge	\$5.00	1.0	\$5.00	\$5.00	1.0	\$5.00
Centrex Telephone Charge	\$1.50	1.0	\$1.50	\$1.50	1.0	\$1.50
INCL	\$4.73	1.0	\$4.73	\$6.85	1.0	\$6.85
EXCL	\$4.72	3.0	\$14.16	\$6.85	3.0	\$20.55
Low Band Circuit - BTN 630-323-0975	\$227.60	1.0	\$227.60	\$348.42	1.0	\$348.42
Low Band Circuit - BTN 630-794-0667	\$138.60	1.0	\$138.60	\$161.73	1.0	\$161.73
Low Band Circuit - BTN 630-323-0767	\$338.60	3.0	\$1015.80	\$461.73	3.0	\$1385.19
Additional Directory Listings	\$5.50	1.0	\$5.50	\$3.85	1.0	\$3.85
Bill Forwarding	\$10.55	1.0	\$10.55	\$8.20	1.0	\$8.20
Call Forwarding	\$0.00	1.0	\$0.00	\$7.00	1.0	\$7.00
Non-Published Listings	\$0.00	3.0	\$0.00	\$2.10	3.0	\$6.30
Non-Published Listings	\$3.00	2.0	\$6.00	\$2.10	2.0	\$4.20
PN	\$400.00	1.0	\$400.00	\$300.00	1.0	\$300.00
PN	\$0.20	55.0	\$11.00	\$0.20	55.0	\$11.00
ISDN PRI EJCL	\$23.65	1.0	\$23.65	\$31.40	1.0	\$31.40
ISDN PRI Caller ID with Name Display	\$15.00	1.0	\$15.00	\$85.00	1.0	\$85.00
Safe	\$80.00	0.0	N/A	\$80.00	1.0	\$80.00
CLAR	\$1.70	2.0	\$3.40	\$0.00	0.0	\$0.00
Sublocation Fees	\$0.00	0.0	\$0.00	\$3.00	6.0	\$18.00
Total Local Service Charges			\$2,063.24			\$3,866.74
Local Usage						
POTS						
Band A (0-8 miles)	\$0.105	63.0	\$6.60	\$0.012	63.0	\$0.76
Band A (0-8 miles) - Additional Minutes	\$0.105	37.0	\$3.89	\$0.012	37.0	\$0.44
Band B (8-15 miles) - Initial Minutes	\$0.105	47.0	\$4.94	\$0.024	47.0	\$1.13
Band B (8-15 miles) - Additional Minutes	\$0.105	29.0	\$3.05	\$0.024	29.0	\$0.70
Band C/Local Toll (over 15 miles)	\$0.000	0.0	N/A	\$0.018	0.0	\$0.00
PN						
Band A (0-8 miles)	\$0.105	1,118.0	\$117.40	\$0.012	1,118.0	\$13.42
Band A (0-8 miles) - Additional Minutes	\$0.105	1,916.0	\$201.18	\$0.012	1,916.0	\$23.00
Band B (8-15 miles) - Initial Minutes	\$0.107	673.0	\$72.11	\$0.024	673.0	\$16.15
Band B (8-15 miles) - Additional Minutes	\$0.105	810.0	\$85.05	\$0.024	810.0	\$19.44
Band C/Local Toll (over 15 miles)	\$0.000	0.0	N/A	\$0.018	0.0	\$0.00
Local Toll	\$0.000	0.0	N/A	\$0.018	0.0	\$0.00
Total Local Usage Charges			\$484.21			\$9.92
Directory Assistance	\$1.99	2.0	\$3.98	\$2.25	2.0	\$4.50
Net Directory Assl	\$1.99	0.0	\$0.00	\$2.25	0.0	\$0.00
Long Distance						
IntraState/IntraState/IntraState	\$0.085	1,535.6	\$130.53	\$0.029	1,535.6	\$44.53
InterState/InterState/InterState 800	\$0.000	0.0	N/A	\$0.029	0.0	\$0.00
Carrier Access Fees	\$0.000	0.0	\$0.00	\$0.000	0.0	\$0.00
Total Long Distance charges			\$130.53			\$44.53
Rewards/Credits			\$0.00			\$0.00
ESTIMATED MONTHLY CHARGES			\$2,481.40			\$3,886.80
ESTIMATED MONTHLY SAVINGS						\$147.68
ESTIMATED % OF SAVINGS						3.8%
ESTIMATED ANNUAL SAVINGS						\$8,152.81
Estimated 15% Early Termination Charges						\$10.00
Estimated 15% Early Termination Charges						\$10.00
Estimated 15% Early Termination Charges						\$10.00
Estimated 15% Early Termination Charges						\$10.00
Estimated 15% Early Termination Charges						\$10.00
Estimated 15% Early Termination Charges						\$10.00
ESTIMATED 15% YEAR SAVINGS						\$8,082.31
ESTIMATED SAVINGS						\$8,152.81



Current Call One References

Call One Municipal Reference List



- | | |
|--|---|
| 1. Northwest Municipal Conference
Mr. Larry Widmer
Deputy Director
(847) 296-9200 | 10. Village of Richton Park
Mr. Gregg Spathis
Assistant Village Manager
(708) 471-8950 |
| 2. Will County Government League
Ms. Anna Burger
Purchasing Coordinator
(815) 72-7260 | 11. Village of Crystal Lake
Mr. George J. Koczwaro
Deputy City Manager
(815) 459-2020 |
| 3. South Suburban Mayors & Mgrs
Ms. Judy Johnson
Director of Sales
(708) 206-1155 | 12. Village of Schiller Park
Ms. Donna M. Guerin
Assistant to Village Manager
(847) 678-2550 |
| 4. City of Des Plaines
Mr. Bob Simpson
Acting Director of Finance | 13. Village of Cary
Mr. Kevin Dahlstrom
Director of Admin & Finance |
| 5. City of Evanston
Ms. Bobbie Tolton-Brown
Director of Purchasing
(847) 866-2935 | 14. Village of Antioch
Ms. Joy McCarthy
Finance Director
(847) 395-1000 |
| 6. Village of Schaumburg
Mr. Cary Plazak
Purchasing Manager
(847) 923-4510 | 15. Village of Riverside
Ms. Kathleen F. Rush
Village Manager
(708) 447-2700 |
| 7. Village of Glencoe
Mr. David A. Clark
Director of Finance
(847) 835-4113 | 16. City Rolling Meadows
Mr. Jim Egeberg
Finance Director
(847) 394-8500 |
| 8. Elk Grove Village
Ms. Linda Hopler
Office Manager
(847) 437-0300 | 17. Wheaton Library
Ms. Dawn Kovaca
Technical Advisor
(630) 668-1374 |
| 9. Oak Park Library
Mr. Aaron Skog
Deputy Director
(708) 383-8200 | 18. Village of Kenilworth
Mr. Max L. Shankard
Village Manager
(847) 251-3908 |
| 19. Village of Buffalo Grove
Mr. Robert Giddens
Director of MIS
(847) 459-2518 | 28. Village Country Club Hills
Ms. Alison Brotho
Finance Director
(708) 798-2616 Ext. 5914 |
| 20. Village of Manhattan
Ms. Matty Becker
Village Administrator
(847) 381-6010 | 29. Elk Grove Village
Mr. Matthew Ronn
Assistant to the Director
(847) 446-9200 |
| 22. Village of Bartlett
Mr. Chris Hostetter
Information Technology Coordinator
(630) 540-5950 | 31. The Village of Frankfort
Mr. Jerald P. Decsy
Village Administrator
(815) 469-2177 |



Current Call One References



- | | |
|---|---|
| 23. Village of Brookfield
Mr. Ricardo Ginex
Village Administrator
(708) 485-7344 | 32. Village of Crete
Mr. Tom Durkin
Village Administrator
(708) 447-4211 |
| 24. Village of South Chicago Heights
Mr. Paul Peterson
Village Administrator
(708) 753-1880 | 33. Village of North Riverside
Mr. Guy Belmonte
Village Administrator
(708) 447-4211 |
| 25. Village of Inverness
Mr. Curt Corver
Village Administrator
(847) 358-7740 | 34. The Village of Elwood
Mr. Robert Blum
Village President
(815) 423-5011 |
| 26. Village of Lake in the Hills
Mr. Peter Stefan
Finance Director
(847) 658-4213 Ext. 368 | 35. Village of Wilmington
Mr. Jack Tyler
Village Administrator
(815) 476-6732 |
| 27. Village of Lake Zurich
Mr. Jeff Martynowicz
Finance Director
(847) 438-5741 | 36. Village of Lyons
Mr. Neil Sexton
Police Commander
(708) 447-1225 |
| 29. Village of Huntley
Ms. Jennifer Chernak
Finance Director
(847) 669-3458 | 46. Village of Elmwood Park
Mr. John Lannefeld
Finance Director
(708) 452-3915 |
| 38. Algonquin Lake in the Hills
Fire Protection District
Mr. Kevin Svendsen
Lieutenant
(847) 658-8233 | 47. DuPage Township
Ms. Maureen Hayes Leyva
Administrator
(630) 759-1317 |
| 39. Village of Bannockburn
Mr. Drew Irvin
Village Manager
(847) 945-6080 | 48. Village of Fox River Grove
Mr. Ari Osten Jr.
Village Administrator
(847) 635-3178 |
| 40. Village of Lakemoor
Ms. Lenore Lukas-Tutkin
Treasurer
(815) 385-1117 | 49. Glencoe Public Library
Ms. Peggy Hamill
Executive Director
(847) 835-5056 |
| 41. [REDACTED] | 50. Des Plaines Public Library
Mr. Hector Marino
Executive Director
(847) 376-2802 |
| 42. Sauk Village
Mr. Richard Dietrich
Village Manager
(708) 758-3330 | 51. NIPSTA (Northeastern Illinois) Public Safety Training Academy
Mr. Robert Lahey
Executive Director
(847) 980-8090 |
| 43. Village of Crete
Mr. Tom Durkin
Administrator
(708) 672-5431 | 52. New Trier Township
Ms. Ellen McCarthy
Office Manager
(847) 446-8202 |



Current Call One References

44. **Village of Indian Head Park**
Mr. David Brink
Assistant Manager
(708) 246-3137

53. **Village of Deerfield**
Mr. Richard Kramer
Director of Information Tech.
(847) 945-9090

45. **Village of Wheeling**
Mr. Michael Mondshain
Finance Director
(847) 459-2600

54. **Village of Harwood Heights**
Mr. Larry Noller
Director of Administration
(708) 867-7200

Call One Banks

First Midwest Bank

Corus Bank

Cole Taylor Bank

Founders Bank

Standard Bank

Aflac



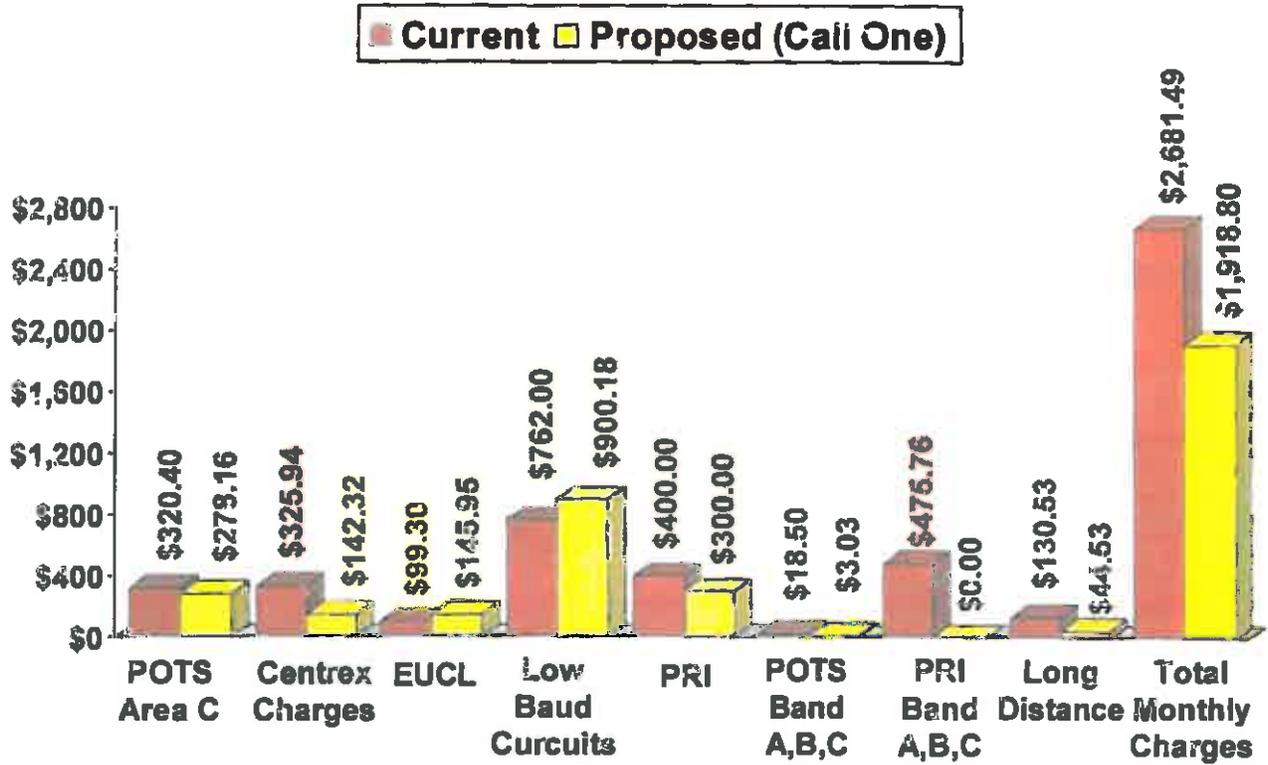
Recommendations 2

Recommendation 2

After extensive review of your local service and long distance service with AT&T, it is our recommendations to either renegotiate with these carriers or change providers. We have presented the best, overall option for your company's needs. If any changes need to be made regarding any of the recommendations as to number of lines or changes in configuration, Platinum will adjust consulting fees as needed. If you would like to review the other carriers or other programs with AT&T, we will provide their pricing and our fees will be based on the savings generated by your authorization.



Saving Analysis



Call One

Overall Savings

28%



Audit Conclusion

Initial for Approval	Recommendations/Credits	Monthly Savings	Overall/Annual Savings	Authorized Monthly savings	Authorized Annual savings
	1. Call One	\$762.69	\$9,152.31		
	2. Other Providers	TBD	TBD		
	TOTAL ANNUAL SAVINGS	\$762.69	\$9,152.31		
	Auditing fees		\$4,576.16	<i>Waived</i>	
	Fee due upon approval for changes		\$2,288.08	<i>Waived</i>	
	Net 1st year savings		\$4,576.16		
	Cumulative Savings Year 2		\$13,728.47		
	Cumulative Savings Year 3		\$22,880.78		

Approval signature: _____ date: _____

Print name: _____ Title: _____

Thank you for the opportunity to be of service.

Upon your authorization, we look forward to immediately implementing the following service recommendations in order to provide substantial savings for the communication services necessary in the operations of your organization.

Platinum Communications Group Inc.
 Auditing Department
 500 East Ogden Ave Suite 108
 Naperville, IL 60563

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT FOR TELEPHONE SERVICE WITH CALL ONE, INC.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same is hereby authorized to enter into an Agreement for Telephone Service between the Village of Willowbrook, Illinois and Call One, Inc., in substantially the form attached hereto and incorporated herein as Exhibit "A, B, C".

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

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Willowbrook
 Address 7760 Quincy St.
 City Willowbrook ST IL ZIP 60527

Please check box to determine term and discount

- 1 Year
- 2 Year
- 3 Year

Additional Charges: Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive PIC fees.

Service/Additional Terms:

Assume Local and Long Distance service. Client is responsible for any early termination fees from current provider.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
7760 QUINCY; Fir 1	WILLOWBROOK, IL	630-323-0337
7760 QUINCY; Fir 1	WILLOWBROOK, IL	630-323-0787
7344 ADAMS; des pumping hse	WILLOWBROOK, IL	630-323-0975
214 MIDWAY DR; Unit POLE	WILLOWBROOK, IL	630-323-1519
7760 QUINCY	WILLOWBROOK, IL	630-325-2121
7760 QUINCY	WILLOWBROOK, IL	630-325-2761
7760 QUINCY	WILLOWBROOK, IL	630-325-2776
700 WILLOWBROOK CENTRE PKWY	WILLOWBROOK, IL	630-734-9661
6690 KINGERY HWY; Unit F-1	WILLOWBROOK, IL	630-794-0687
7760 QUINCY; Fir 1	WILLOWBROOK, IL	630-920-2231

Authorized customer signature *Date* *CallOne authorized signature*

Print name *Title* *Print name* *Date*

Terms and Conditions

- 1. Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
- 2. Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
- 3. Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 4. Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "**Term Savings Recovery**" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to terminate the Service(s) and liable for all early termination charges. (c) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
- 6. Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 7. Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
- 8. Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
- 9. Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
- 10. Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
- 11. Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



Centrex Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Willowbrook
Address 7760 Quincy St.
City Willowbrook ST IL ZIP 60527

Term Agreement: 24 Months

Centrex Monthly Charge: \$9.00

Number of Lines Guaranteed: 2

Additional Charges: Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement.

Apply all other rates and terms from CSA Voice #18669.

Waive PIC fees.

Service/Additional Terms:

Centrex lines assumed under CSA Voice #18669.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
7760 QUINCY; Flr 1	WILLOWBROOK, IL	630-920-2231

_____ <i>Authorized customer signature</i>	_____ <i>Date</i>	_____ <i>CallOne authorized signature</i>
_____ <i>Print name</i>	_____ <i>Title</i>	_____ <i>Print name</i> _____ <i>Date</i>

Terms and Conditions

- 1. Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term") Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
- 2. Rates.** By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified to Customer in its monthly invoice or in the applicable state tariff, and will be effective as stated therein. If Customer has elected a Term other than Month-to-Month, the monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
- 3. Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 4. Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service. (c) The penalty will be calculated as follows: $25\% \times (\text{number of lines guaranteed}) \times (\text{line charge} + \text{Centrex charge}) \times (\text{number of months remaining on term})$.
- 6. Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 7. Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
- 8. Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
- 9. Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
- 10. Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
- 11. Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF (2) NEW APX 4000 700/800 PORTABLE MODEL 2 RADIOS – MOTOROLA.

AGENDA NO. 10**AGENDA DATE:** 10/28/13**STAFF REVIEW:** Mark Shelton, Chief of Police**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:** Tim Halik, V.A. **SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE ON 10/14/2013:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The police department, along with all other police departments in DuPage County operate on the STARCOM 21 Radio System. Motorola portable radios are used to operate with the STARCOM System.

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

The department currently has two new officers in the police academy. Upon their successful completion, they will be assigned to Patrol. The need for two new portable radios will then be required. Staff requests purchasing two new Motorola APX 4000 700/800 portable Model 2 radios. The cost for each with charger, spare battery and microphone is \$2,760.65 for a total of \$5,521.30. The purchase of these radios would be from line item 01-30-630-421. There is a \$34.00 per radio monthly charge for the STARCOM 21 "CITY USE" airtime which would total \$272.00 until May 1, 2014. All other current portable radios were provided by DuPage ETSB funds. These are additional radios needed due to the hiring of two new officers.

ACTION PROPOSED:

APPROVE PURCHASE OF (2) NEW APX 4000 700/800 PORTABLE MODEL RADIOS – MOTOROLA.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT
A PROPOSAL FOR THE PURCHASE OF (2) NEW APX 4000 700/800 PORTABLE MODEL 2
RADIOS – MOTOROLA.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Motorola for the (2) new APX 4000 700/800 portable Model 2 radios in an amount set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

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

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES:

NAYS:

ABSTENTIONS:

ABSENT:



Motorola Solutions, Inc.
1303 E. Algonquin Road
Schaumburg, IL 60196

Telephone: 1847-576-5000
Fax: 1847-576-4883

EQUIPMENT PRICING

	<u>Unit Price</u>	<u>Extended Price</u>
(1) APX 4000 700/800 PORTABLE MODEL 2	\$2,581.25	\$2,581.25
SINGLE BAND OPERATION		
PROJECT 25 9600 BAUD TRUNKING SOFTWARE		
OVER THE AIR PROVISIONING		
IV&D PACKET INTERFACE		
ADVANCED SYSTEM KEY – HARDWARE KEY		
700/800 ANTENNA		
3 YEAR SERVICE ADVANTAGE WARRANTY		
DUPAGE COUNTY SALES TAX		
	GRAND TOTAL	\$2,581.25

APX 4000 - OPTIONS

REMOTE SPEAKER MICROPHONE (PMMN4065)	\$66.93	\$66.93 each
SINGLE-UNIT CHARGER (WPLN4232)	\$43.47	\$43.47 each
SPARE BATTERY (NNTN8128)	\$69.00	\$69.00 each

*The STARCOM21 "City Use" rate is \$34 per radio per month.

* STARCOM21 Oversight Committee approval & Dupage ETSB Approval are required before activation on the Dupage ETSB-STARCOM21 Network.

* Prices do not include any labor or programming.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF A NEW IN-CAR MOBILE VIDEO CAMERA RECORDING SYSTEM – L3 MOBILE-VISION, INC.

AGENDA NO. 11**AGENDA DATE:** 10/28/13**STAFF REVIEW:** Mark Shelton, Chief of Police**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:** Tim Halik, V.A. **SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE ON 10/14/2013:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Police Department currently has sufficient funds for the purchase of a new in-car mobile video camera recording system. The purchase of the camera system will be paid by the use of Federal Forfeiture Asset Funds.

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

The department currently has an outdated and inadequate in-car camera system. The current Watch Guard System requires discs to be loaded and removed from the system for recording purposes. The proposed L-3 Mobile Vision system is a wireless download system. Staff met with L-3 representatives, went through demonstrations and spoke with current L-3 clients. Two other camera systems were also reviewed along with demonstrations. After thorough review, L-3 is the preferred vendor. Three proposals were submitted. Watch Guard total cost \$58,802.00. Panasonic total cost \$61,967, and L-3 Mobile \$63,975.00. L-3 is slightly higher in cost, but the equipment history and customer service was better. The total cost would equip (10) police vehicles with the camera systems.

ACTION PROPOSED:

APPROVE PURCHASE OF NEW IN-CAR MOBILE VIDEO CAMERA RECORDING SYSTEM FROM L3 MOBILE-VISION, INC.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF A NEW IN-CAR MOBILE VIDEO CAMERA RECORDING SYSTEM – L3 MOBILE-VISION, INC.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from L3 Mobile-Vision, Inc. for the new in-car mobile video camera recording system in an amount set forth in the proposal attached hereto as Exhibit “A” which is, by this reference, expressly incorporated herein.

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

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES:

NAYS:

ABSTENTIONS:

ABSENT:


Mobile-Vision, Inc.

QUOTE

 90 Fanny Rd, Boonton, NJ 07005
 T. 800-336-8475 F. 973-257-3024

Number 36210658

Date October 10, 2013

Sold To
Willowbrook Police Department

 Mark Shelton
 7760 South Quincy Street
 Willowbrook, IL 60521

Phone 630-325-2808

Fax 630-323-7915

Ship To
Willowbrook Police Department

 Mark Shelton
 7760 South Quincy Street
 Willowbrook, IL 60521

Phon 630-325-2808

Fax 630-323-7915

Salesperson	P.O. Number	Ship Via	Terms
Jon Kanikula		None	

Li	Qty	SKU	Description	Unit	Ext.Pric	Comments
1	10	MVD-FB3DVS	Flashback 3 Digital Video System	\$4,595.00	\$45,950.00	
2	10	MVD-IR-CAM2	Option, Flashback IR Camera 2 w/14 Ft cable	\$110.00	\$1,100.00	
3	10	LSSWRPRODVR	Software, digital Evidence PRO per DVR Digital Evidence Software Includes: Base Module, Intelligent Downloading Module, Archiver Module, Case Module, Consumer DVD Module	\$100.00	\$1,000.00	
4	1	LSMVDT605	Server, Tower, 5TB RAID 6 DASD, 8 Core Xeon Processors, 16GB RAM, DVM Server, Storage & Distribution, Dual 2.4 GHz 6 Core Processors 16GB RAM, 5TB RAID 6 DASD Red Hat v5 Enterprise Linux OS/PostgreSql Database DVD-ROM, Monitor, Keyboard, Mouse, CF Card Reader 8 port 10/100/1000 Base T Switch	\$7,875.00	\$7,875.00	
5	1	LSMVDDVDDL141	Workstation, Desktop, 250GB DASD, 2 Core Intel Processors, 2GB RAM. DVD Backup System, 2.8 GHz Dual Core Processor, 2GB RAM, 250GB DASD Windows 7, DVD-RW, Monitor, Keyboard, Mouse MVI Archiving Software, Dual Layer DVD Robot w/100 disc capacity, 100 DVD-R Discs	\$3,995.00	\$3,995.00	
6	2	MVD-8675-A-ASSY	Wireless Access Point w/External Mounted Antenna 802.11(a) Wireless Access point Antenna and Cabling (Note: Pricing does not include installation)	\$755.00	\$1,510.00	
7	1	MVD-DEP-BT1	Solution Configuration / Training: System build out and configuration plus 1 day (on-site) training	\$2,950.00	\$2,950.00	
8	0	MVD-CRASH-BAT2	<u>Optional Items</u> Collision Sensor - Battery Backup	\$198.00	\$0.00	

9	0	MVD-IN-CAR-CAM	Option, Composite Video In-Car Camera, FB	\$299.00	\$0.00
10	0	WFB3S-CAM-BRKT	Cable, Camera 3-5 Breakout, Flashback 3 Standard	\$99.00	\$0.00
11	0	/EMA DEP	Back Office Software Maintenance - 5 Years of Coverage - Per Car	\$260.00	\$0.00
12	0	/EMA STD YR 1	Year 2 - In Car Hardware Warranty - Per Car	\$50.00	\$0.00
13	0	/EMA STD YR 2	Year 3 - In Car Hardware Warranty - Per Car	\$50.00	\$0.00
14	0	/EMA STD YR 3	Year 4 - In Car Hardware Warranty - Per Car	\$250.00	\$0.00
15	0	/EMA STD YR 4	Year 5 - In Car Hardware Warranty - Per Car	\$250.00	\$0.00
16	0	/EMA DEP	Year 2 Server Hardware Warranty	\$1,941.00	\$0.00
17	0	/EMA DEP	Year 3 Server Hardware Warranty	\$1,941.00	\$0.00
18	0	/EMA DEP	Year 4 Server Hardware Warranty	\$1,941.00	\$0.00
19	0	/EMA DEP	Year 5 Server Hardware Warranty	\$1,941.00	\$0.00

Signing below is in lieu of a formal Purchase Order. Your signature will authorize acceptance of both pricing and product:		SubTotal	\$63,625.00
Signed _____ Dated _____		Tax	TBD
		S&H	\$350.00
		Total	\$63,975.00
L-3 Shipping Terms are FOB Boonton, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.			
Signed _____ Dated _____			

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.
State/Local Fees and Taxes are not included.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON AUGUST 16, 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 JULY 19, 2013

The Commission reviewed the minutes from the regular meeting held on July 19, 2013.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to approve the regular meeting minutes of July 19, 2013 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

Administrator Halik advised that Chief Shelton made a presentation to the Village Board at their regular meeting on July 26, 2013 and described some of the difficulties that he has been experiencing with the current staffing levels. At the conclusion of the presentation, Chief Shelton made a recommendation in order to operate the Department in the most efficient manner, he would need to hire an additional four

police officers and promote two current officers to sergeant. The Board discussed this recommendation at that meeting and again at a Goal Setting Workshop the following week. At the most recent regular Board meeting on August 12, 2013, the Board passed an amendatory ordinance that changes the composition of the police department to hire two new officers at this time.

Administrator Halik advised that the plan is to hire two new officers now and promote two existing officers to sergeant. The remaining two officers that the Chief has recommended will be added to the department through the budgeting process and hired after May 1, 2014.

6. UNFINISHED BUSINESS

Chief Shelton advised that the newest officer, Dylan Trainor, is doing well. He has been on all shifts during his training.

7. NEW BUSINESS

a. NEW PATROL OFFICER POSITIONS

Chairman Schuler stated that the Village Board has given the BOPC the authority to hire two new officers.

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to approve the hiring of two new patrol officers.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Chairman Schuler requested that discussion on Item #b be moved to the end of this section.

c. SELECTION WORKS PROMOTIONAL TESTING SERVICES

Administrator Halik advised that if the BOPC reviews and recommends that Selection Works conducts the assessment process for the sergeant testing, the recommendation will go to the Village Board to authorize the execution of the proposal.

Chief Shelton stated that a decision needs to be made on how to conduct the oral interviews. They can be done by Chiefs from other municipalities, the BOPC can conduct them, or a combination of Chiefs and BOPC members. If the BOPC will conduct the oral interviews, they would need to have about an hour of training to go over the questions and what to look for.

Chief Shelton advised that the department will be developing the test which will include General Orders, John Maxwell's "21 Laws of Leadership," and local Village Ordinances.

Administrator Halik advised that money has already been budgeted for this testing process.

Chairman Schuler recommended that the two Chiefs in addition to the BOPC conduct the oral interviews.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to recommend to the Village Board to accept the contract from Selection Works to conduct the sergeant testing.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

d. RULES AND REGULATIONS = CHANGE REGARDING PROMOTIONAL PROCEDURES

Chairman Schuler stated that there was a recommendation from Administrator Halik to remove the requirement for a psychological and medical testing as part of the promotional process. Chief Shelton stated that he had spoken to John Broihier, Attorney for the Illinois Board of Police Commissioners. Mr. Broihier stated that it was inappropriate to have these tests as part of the promotional process.

Secretary Landsman stated his concerns with removing the tests. Chief Shelton advised that there are procedures already in place if a current officer is deemed to be having problems.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to remove the requirement for psychological and medical examinations as part of the promotional exam.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

e. DEPARTMENTAL MERIT EFFICIENCY RATING CRITERIA

Chief Shelton advised that in the BOPC Rules and Regulations, he has 1 - 35 points that he can give to officers in addition to their test scores. In the past, dependability, knowledge and acceptance of responsibilities, work judgment, loyalty, creativity, and flexibility were the criteria used for the Chief to award the additional points.

Secretary Landsman questioned if besides the quantitative numbers, if the Chief's opinion counts towards what points get awarded. Chief Shelton advised that he does have subjectivity.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to approve the criteria being used by the Chief of Police.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

b. SERGEANT PROMOTIONS

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to approve the start of the testing process for the Sergeant exams to promote two patrol officers.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

8. ADJOURNMENT

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to adjourn the meeting at the hour of 7:49 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

September 20 , 2013

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, AUGUST 12, 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 Mayor Frank Trilla, Trustee Paul Oggerino, and Management Analyst Garrett Hummel. Absent: Trustee Umberto Davi.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance and Administration Committee held on Monday, July 8, 2013 were reviewed. Motion to approve made by Trustee Oggerino. Motion carried.

4. DISCUSSION - UltraFast Heart Scan for Village of Willowbrook, Edward Heart Hospital

Management Analyst Hummel began the discussion with a brief history of the Village's previous UltraFast Heart Scan program. Under the previous program, each employee would be eligible for a scan on a triennial basis. Due to budget considerations, the Village's UltraFast Heart Scan program was discontinued in 2001.

Recently, the Village's health insurance pool (IPBC), began stressing the creation of wellness programs. In response to the IPBC's initiatives, the Village decided to explore the possibility of restarting the UltraFast Heart Scan program. Edward Heart Hospital was contacted for pricing on the heart scan and agreed to provide the Village with a reduced rate for the heart scan. The final price for the scan came out to be \$75.00 per scan which equates to 50% off the normal price of \$150.00 per scan. The maximum number of participants from the Village who qualify for the program is 41. Therefore, the maximum cost to conduct the UltraFast Heart Scan program will be \$3,075 which matches the budgeted amount. Trustee Oggerino stated he remembered the Village's previous heart scan program and felt it was a good idea to start it back up. Management Analyst Hummel explained this item would be presented to the Village Board on the omnibus vote agenda at this evening's Village Board meeting.

5. REPORT - Monthly Reports - July 2013

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

- Total cash outlay for all Village funds - \$778,105 (fiscal year to date average is \$1,017,829)
- Ave. daily outlay of cash for all Village funds - \$25,100 (fiscal year to date is \$33,227)
- Ave. daily expenditures for the general fund - \$17,240 (average daily expenditures fiscal year to date is \$20,099)
- Ave. payroll for active employees including all funds - \$156,936 (fiscal year payroll to date is \$1,098,552)

6. 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 - \$850,064 down 0.92% from the prior year, 5.7% over budget.

- Income Tax receipts - \$271,033 up 14.76% compared to the prior year, 21.7% over budget.

Analyst Hummel noted that the State of Illinois is only 2 months behind in remittances.

- Utility tax receipts - \$266,044 down 10.76% from the prior year, 10.1% below budget, consisting of:
 - o Telecomm Tax - \$126,942, down 17.4% from the prior year
 - o Northern IL Gas - \$41,266, up 72.6% from the prior year
 - o ComEd - \$98,562, down 18.6%
- Places of Eating Tax receipts - \$123,720 up 5.64% compared to the prior year, 9.7% over budget.
- Fines - \$41,570 up 5.05% compared with the prior year, 8.17% under budget.
- Red Light Fines - \$220,180 up 37.40% from the prior year, 41.6% over budget.
- Building Permit receipts - \$88,763 up 18.15% from the prior year.

Analyst Hummel noted that the July 2013 building permit totals include one permit to Thorndale Construction for \$18,991 and one permit to Thomas Lee for \$8,243.

- Water sales receipts - \$576,240 up 6.53% from the prior year, 13.65% under budget.
- Motor Fuel Tax receipts - \$51,309 up 1.39% compared with the prior year, 20.3% over budget
- Hotel/Motel Tax receipts - \$21,594 up 21.97% compared with the prior year, 19.5% over budget.

Trustee Oggerino inquired as to whether the Holiday Inn was current with their outstanding bills. Analyst Hummel stated he would check with Interim Finance Director Dittman.

The reports above were approved by Trustee Oggerino.

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

There were no communications received.

9. ADJOURNMENT

Motion to adjourn was made by Trustee Oggerino.

The meeting was adjourned at 6:15 p.m.

(Minutes transcribed by: Garrett Hummel, 9/4/13)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
SEPTEMBER 9, 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 6:01 PM.

2. ROLL CALL

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

3. APPROVAL OF MINUTES

After review of the draft minutes from the August 12, 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 – Village-wide Fall Brush Collection Program

Administrator Halik advised the Committee that this past Spring, the Village's regular tree maintenance contractor, Mario's Tree Service, completed the Village-wide Spring brush collection program. The program included curb-side collection of piled brush throughout town. Afterwards, the brush was separately ground at the Village public works facility to produce a high-quality mulch for use within the parks, and to provide to residents. Halik advised that the program was completed on-time without incident. Staff again solicited a proposal from Mario's, this time to complete the 2013 Village-wide Fall Brush Collection Program. This program will consist of a curb-side chipping program, with the resulting chips hauled away, since we have no current need for them. Halik shared that Mario offered a proposal of \$105/hour/crew to perform this program. This represents the same hourly rate that Mario offered in 2012. Therefore, the estimated cost of the Fall program would be \$8,400 when including two crews working 40 hours each. Halik advised that there is \$10,650 remaining in the FY 2013/14 Budget for this program. Therefore, the Village should be able to complete both the Spring and Fall program this year for approximately \$2,250 under budget. Halik advised that staff would recommend that the proposal submitted by Mario's Tree Service and Landscaping in the amount of \$105.00/hr. per chipping crew be accepted to perform the Village-wide Fall Brush Collection Program. If the Committee concurs, a resolution accepting the proposal will be placed on the agenda for the September 23rd regular meeting of the Village Board. The Fall Brush Program would be scheduled to occur the week of October 14th thru the 18th, and postcard reminders would be mailed to residents. Chairman Mistele agreed and recommended that the item be placed on the consent agenda for the next Village Board meeting.

5. DISCUSSION – Proposed Local Amendments to the DuPage County Stormwater Ordinance

Administrator Halik advised the Committee that an update to the DuPage County Countywide Stormwater and Flood Plain Ordinance was completed and approved by the Stormwater Management Committee and the County Board with an effective date of April 23, 2013. The Stormwater Ordinance text amendments corrected scribes errors within the April 24, 2012 edition and otherwise added clarification and addressed organizational

and operational issues left unresolved by the last comprehensive text amendments. The text amendments further included revisions to the Post Construction Best Management Practices and Wetlands Articles in order to remain competitive in maintaining/attracting businesses while preserving the high standard of flood control and environmental protection for County residents. Halik advised that all DuPage County municipalities must now adopt the new Ordinance, along with any local amendments they wish to add. Local amendments may be more restrictive than the County Ordinance, but not less restrictive. Staff requested that the Village Consulting Engineer, Dan Lynch from Christopher B. Burke Engineering, Ltd., review the changes to the County Ordinance and draft necessary local amendments to adequately address local issues in the Willowbrook area. Halik stated that documents within the Committee packet include; A copy of DuPage County Ordinance amending the DuPage County Stormwater Ordinance, a memorandum from Dan Lynch at CBBEL providing a brief summary of the changes to the Ordinance, and draft local amendments to the Ordinance for Willowbrook's consideration. Halik shared that a copy of the new DuPage County Countywide Stormwater and Flood Plain Ordinance/April 2013 was not included within the packet, since it is 155 pages in length. However, Halik did bring a copy to the Committee meeting. Chairman Mistele asked Administrator Halik to summarize the list of proposed amendments. The Committee recommended approval of the proposed local amendments. Halik advised that the amendatory ordinance would be considered at the next Village Board meeting.

6. DISCUSSION – Water Distribution System Leak Survey

Administrator Halik advised the Committee that municipal water systems conduct leaks surveys of the water distribution system as part of ongoing water conservation efforts, to guard against loss of revenue, and to ensure that unaccounted for flow remains low within our annual water inventory report submitted to the state of Illinois. Although the Village's total unaccounted for flow to net annual pumpage remains low at 2.41%, based on our 2012 ISWS Inventory, staff would recommend that we complete a system-wide leak listening survey to identify any leaks that may exist within the water distribution system. Halik stated that this type of survey has not been performed in recent years and it would be worthwhile to complete, to ensure our unaccounted for flow remains low. Halik shared that M.E. Simpson Co., Inc. is the leading firm that completes this type of work in our area. Therefore, staff contacted M.E. Simpson to obtain a proposal to complete this work this Fall. M.E. Simpson can complete the project for a total fee of \$6,976. Halik stated that although the F.Y. 2013/14 Budget did not include funding for this specific project, there is funding available within the Water Fund to conduct a leak survey this Fall. The Committee concurred with staff's recommendation. Halik advised that this item will be considered by the Village Board at their next meeting.

7. DISCUSSION – Architectural Space Planning Services – Williams Architects

Administrator Halik advised that Williams Architects was originally commissioned by the Village in 2002 to conduct a Space Needs Study, which formed the basis of the Village's Municipal Facilities Master Plan adopted by the Board in January 2004. Williams Architects also designed our public works facility, which was completed in 2009 and subsequently received a Project of the Year Award from the Chicago Metro Chapter of the American Public Works Association. Halik reminded the Committee that the results of the feasibility analysis revealed that re-creating the previously envisioned municipal facilities campus concept around the existing Village Hall building could satisfy our long-term space needs. Since acquisition of the 835 Midway property, staff has met with Mark Bushhouse from Williams Architects to begin developing a plan to move the Village Hall functions to the newly acquired building, and to renovate the existing municipal facility for police use. Based on our discussions, along with recommendations from Mr. Bushhouse, a proposal was submitted by Williams Architects for professional services relating to this scope of

work. Halik stated that the proposal includes updating the previous Village Space Needs Study and the development of conceptual building /site alteration designs for consideration, including projected budgetary costs based on those conceptual designs. This scope of work would be provided for a fee of \$12,500. Once conceptual designs are agreed upon, the development of construction plans for project bidding purposes would be completed separately at additional expense. Halik advised that sufficient funds are included in the FY 2013/14 budget, within the L.A.F.E.R fund, for this expenditure. Chairman Mistele agreed and further recommended that as we begin the space needs update process we should re-consider the police booking room area program. Chairman Mistele stated that he believes there are too many cells now, and he recalled that Mark Bushhouse had more cells programmed as a need. Chairman Mistele also recommended that we focus on high security areas, including sally ports. Chairman Mistele also requested that he have an opportunity to review the updated space needs plan prior to its acceptance. Lastly, Chairman Mistele suggested that we consider the location of the main entrance to the new Village campus, particularly whether it should be on Midway Drive or Quincy Street. Halik stated that he will incorporate all Chairman Mistele's comments as we move forward in this planning project.

8. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for August showing that we have taken in about \$18,000 in permit revenue for the month. Halik advised that in the four months into fiscal year 2013/14, we have taken in about 71% of our anticipated FY2013/14 budgeted revenue.
- b. Administrator Halik shared the July 2013 Mosquito Status Report from Clarke. The report shows that on only one occasion, July 17th, did the trap counts exceed the annoyance level of thirty females per count. Halik further indicated that the low overnight temperatures we've been experiencing as of late greatly diminishes mosquito activity.

9. VISITOR'S BUSINESS

(none)

10. COMMUNICATIONS

(none)

11. 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, 9/30/13)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, SEPTEMBER 3, 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 7:00 p.m.

2. ROLL CALL

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

ABSENT: Commissioner Carol Lazarski.

Also present was Superintendent of Parks and Recreation Kristin Violante and Mayor Frank Trilla.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – AUGUST 13, 2013

The Commission reviewed the August 13, 2013 minutes. Superintendent Violante had a written statement from Commissioner Lazarski in regards to a dog park. After discussion, commissioners agreed to remove the statement under #5C “The commissioners stated that they are in favor of having a designated dog park but no dogs allowed in any of the existing parks” from the record. Commissioner Weigus had a wording change in Section 6 about the inscription on the memorial veteran’s bench. Commissioner Landsman requested verbiage in the minutes related to the decision to have a tree moved from Borse Park to Willow Pond for the tree lighting. Chairman Cobb stated Mayor Trilla would address that topic.

MOTION: A Motion was made by Commissioner Landsman and seconded by Commissioner Weigus to approve the August 13, 2013 minutes as amended.

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

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

Summer Special Events

Superintendent Violante stated the last movie night, Harry Potter & the Sorcerer’s Stone, was held on August 15th. Approximately 55 people attended, with ten children participating in the pre-movie festivities. Superintendent Violante stated the Commission should consider having only one movie night next year and put money towards an event that will generate more attendance.

On Tuesday, August 20th, the Village co-sponsored a Kids Night Out with Laneville Chiropractic at Harvester Park. There were approximately 40 children in attendance.

Field Rentals

Superintendent Violante stated there have been many rentals at Borse Park. BRW Softball, Orland Park travel team, and Our Lady of Peace Football groups use the fields during the week in addition to several picnic rentals on the weekends.

Upcoming Fall Special Events

Superintendent Violante stated there will be a Special Recreation Fishing Day on September 7th at Willow Pond. This is a free event.

Superintendent Violante stated it was requested to hold a second Community Yard Sale in the fall which will be held on September 21st.

New Programs

Superintendent Violante stated new fall programs include Indian Dance and Magic offered through the Burr Ridge Park District, a Dance Poms program offered through the Oak Brook Park District, and Ballroom Dancing through the Hinsdale Parks & Recreation Department.

Superintendent Violante advised to save the dates for the Holiday Tree Lighting event which will be held on December 7th, and the Childrens' Holiday Party which will be held on December 15th.

5. OLD BUSINESS

A. Waterford Park Updates

Superintendent Violante stated that bid openings were held on Friday, August 30th. The project was broken up into six different projects. At least three bids were received for each project. Superintendent Violante stated she has called the references of the lowest bidders; and all companies come highly recommended.

After review by Tod Stanton of Design Perspectives and Superintendent Violante, the following is the suggested proposal to the Village Board on Monday, September 9th to award the bid contracts as follows:

Bid Package 1A – Grading
Bid Package 2A – Concrete
Bid Package 3A – Asphalt

RNR Contractors
The Kenneth Company
Matthews Paving

Bid Package 4A – Playground Safety Surface	Continental Construction
Bid Package 5A – Shelter & Site Furnishings	Hacienda Landscaping
Bid Package 6A – Landscaping	Hacienda Landscaping

Superintendent Violante reminded the Commission that \$200,000 was budgeted for this project. This project does exceed the budgeted amount; however, since this project involves accessibility components, the additional funding needed will come out of the Special Recreation Levy. The overall cost for this project is \$219,000.

Commissioner Schuurman questioned if combining some of the packages would give better pricing. Superintendent Violante stated the bid was broken out to save money on the overall project.

Superintendent Violante stated the hope is to begin construction in the next couple of weeks and have a dedication before the weather turns bad.

B. Leashed Dogs in Parks

Mayor Trilla stated he is glad the Commission members each expressed their views in regards to leashed dogs in the parks and understands concerns that they raised. Commissioner Stetina reminded the commission that the citizen survey did state that 55.1% of the public want leashed dogs in the park and another 12% stated they did not care one way or the other. Commissioner Stetina also stated that both Darien and Burr Ridge have dog leash programs and neither community has had problems.

Mayor Trilla stated he will be taking the recommendation from the majority of the Parks and Recreation Commission and not allow leashed dogs in the park at this time.

C. Lake Hinsdale Park Task Force

Chairman Cobb stated that he, Mayor Trilla, Commissioner Landsman, Commissioner Bice, and Superintendent Violante met with officials from Midtown Athletic Club. Discussions involved turning Lake Hinsdale Park into a fitness park. Some ideas brought up included partitioning the park into separate areas where many activities can be going on at one time.

Mayor Trilla advised that the concept that the Midtown people are proposing for this park will be a cutting edge design and is looking forward to Willowbrook being the recipient of such.

Discussion commenced in regards to the holiday tree lighting ceremony. Mayor Trilla stated he made the decision to move a tree from Community Park to Willow Pond because it was the least expensive option. Superintendent Violante stated the plan is to have the ceremony at Willow Pond every year and to possibly incorporate a trolley to involve businesses throughout town. Superintendent Violante stated that Bella Cosa Jewelers is donating the money to have the tree moved.

D. Master Plan

No new discussion at this time. The addition of a gaga pit will be discussed in the spring.

6. NEW BUSINESS

A. Picnic and Event Charge Revisions

Superintendent Violante reminded the Commission that fees to rent athletic fields were raised in the past year. Superintendent Violante is requesting the fees for pavilion rentals be increased. There has been a considerable amount of non-residents requesting to reserve the parks. Superintendent Violante stated it is the non-residents who typically do not follow protocol when reserving the parks. These citizens know that Willowbrook rates are the cheapest. Willowbrook does charge more for non-residents; however, the rates are below neighboring jurisdictions.

Chairman Cobb requested that rates be obtained from additional communities in order to determine the new fees.

Superintendent Violante stated the amount charged for a security fee is high. Some citizens reserve the parks months in advance which means their security deposit is with the Village for a long time. Superintendent Violante stated the purpose of the security deposit is to deter and/or cover any damage done to the park during the rental. Since she has been working here, there has been a minimal amount of damage. Superintendent Violante stated most other municipalities do not charge a security deposit. Commissioner Bice asked if the Village could hold a credit card number in case there is damage. Superintendent Violante stated it is Village policy to not hold onto credit card information. There was a question asked as to whether anyone had not received their deposit back. Superintendent Violante stated it has only occurred once in the past two years. Chairman Cobb stated this discussion will be continued at the next Commission meeting.

7. CORRESPONDENCE/COMMUNICATIONS

There were no communications.

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 8:05 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

October 1, 2013

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, SEPTEMBER 4, 2013, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Chairman Kopp 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, Vice-Chairman John Wagner, William Buckley, James Baker and Chairman Daniel Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: None.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting August 7, 2013 (APPROVE)
- C. Minutes – Village Board Meeting August 12, 2013

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

4. PLAN COMMISSION DISCUSSION: Discussion of Zoning Ordinance Text Amendments Relative to the State's "Compassionate Use of Medical Cannabis Pilot Program Act"

Planner Charlton opened the discussion by stating that Governor Quinn signed legislation adopting the Compassionate Use of Medical Cannabis program which will become effective on January 1, 2014. This program was put in place to provide the drug for medical purposes. Those illnesses are all specifically outlined in the state statute. The Village adopted a resolution early in the year, at the recommendation of the DuPage Mayors and Managers who saw this bill coming. All communities will be required to handle this in some form or another. Planner Charlton added it does make sense to consider how this program will fit in the context of our comprehensive plan in the Village zoning districts. While there are no sites in Willowbrook that meet the current criteria, there will be 20 cultivation centers allowed in the state. There will be 60 dispensaries allowed in the state. Planner Charlton said the likelihood that any one of those facilities will be coming to Willowbrook is pretty small. The cultivation centers have restrictions in the current law that prevents them from being within 2,500 feet of any school, daycare or residentially zoned property. Planner Charlton explained the dispensary language is a little bit different because they also create distance restrictions from schools and daycares and cannot be in residentially zoned properties. The language does not say that it has to

be 1,000 feet from any residentially zoned property. Planner Charlton said that in her research almost all of the other states have regulated dispensaries or any medical marijuana facility as a special use and chose the district they are most appropriate for. Planner Charlton said the Commission should consider what zoning districts should be used for both the cultivation center and dispensaries.

Planner Charlton opened the discussion for questions or comments.

Commissioner Baker asked if there is sales tax.

Commissioner Remkus said this is straight forward under a special use.

Chairman Kopp stated that this is not any different than a drug store. The legislature has said that this is a drug that is legal and given to sick people. CVS has prescription drugs. It should be a permitted use anywhere that a drugstore use is allowed.

Vice-Chairman Wagner stated that if the state has made this decision the concern is pretty low.

Commissioner Lacayo said the question for the Plan Commission is, in terms of security, what are the requirements for the state. He said I do not want the taxpayer's money providing full time security for the cultivation center or the dispensaries and asked Planner Charlton what are the requirements for the state if either one of the facilities opens in Willowbrook.

Commissioner Remkus said this is going to be regulated as a drug and bound by the same regulations that the drug companies are bound by. He added it will have the same type of insurances and the same type of security to protect their product.

Planner Charlton said the state Department of Agriculture, Public Health and Professional Services are all going to be regulating this and will not start talking about it until January. They have 4 months to figure everything out.

Planner Charlton said in summarizing our discussion I understand that special use commercial use districts meet the requirements.

Vice-Chairman Wagner said he feels it is better to have the dispensary close to the street in a storefront, not off by itself.

Commissioner Remkus said he would rather see the dispensary in a commercial district rather than an office.

Planner Charlton offered to provide a summary of the Medical Cannabis Pilot Program Act prior to the public hearing.

Vice-Chairman Wagner said that in California some of the local communities added a sales tax along with the state on the product. He asked if Willowbrook would do that.

Planner Charlton said it sounds like the Plan Commission agrees with commercial zoning.

Commissioner Baker asked do we have a tough driving law on drugs.

Planner Charlton said there are limitations. If you are a medical user of the drug you still have a responsibility to not drive intoxicated. She added another issue for the board to look at is the employer side. If you are a patient who uses this, an employer cannot discriminate against someone who uses medical marijuana.

Planner Charlton said she will take the Plan Commission comments and consideration and discuss them with the Village Administrator and the Village Board and bring something back before the Public Hearing.

5. VISITOR'S BUSINESS

None.

6. COMMUNICATION

None.

7. ADJOURNMENT

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Soukup, 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,

10/2, 2013

Minutes transcribed by Joanne Prible.

William Rempus
Chairman

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON JULY 30, 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 3:05 p.m. by President Umberto Davi.

2. ROLL CALL

Those present at roll call were President Davi, Trustees Timothy Kobler and Scott Eisenbeis; and Interim Director of Finance Carrie Dittman. Also present: Terese Krafcheck, Ted Kirpach, and Bob Deneulenaere of MB Financial.

Absent: Trustee Joseph Pec.

3. APPROVAL - MINUTES OF THE REGULAR MEETING - April 17, 2013

The Board reviewed the minutes from the April 17, 2013 meeting.

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis to approve the minutes of the regular meeting of the Police Pension Fund Board of Trustees held on April 17, 2013.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

4. APPROVAL OF EXPENSES INCURRED APRIL THRU JUNE 2013

Interim Director Dittman reviewed the expenses incurred April thru June 2013. She noted that there is a split between April and June due to the fiscal year. The first page has one month of expenses for April 2013. The second and third page is for two months of expenses for May and June 2013. Both reports include regular retirement benefits, surviving spouse/widow benefits, disability expenses, and financial advisory services for the second quarter.

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

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis, to approve the expenses incurred for April thru June 2013.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. APPROVAL OF INVESTMENTS MADE APRIL THRU JUNE 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 second quarter ending June 30, 2013 was favorable. The total fund value is at \$16,404,041.00. She summarized the portfolio allocations are targeted at 55% in equities, 45% in fixed income. The market was at 53% in equities and 47% in fixed income.

This quarter, the fund was down -0.14 vs. the blended benchmark at -0.74%. Based on the 12-month period, the fund is up 4.25% vs. the benchmark of 3.44%.

Equities for the quarter are up 2.36% vs. the benchmark at 1.41%. There was a lot of pull back in the fixed income area. The fixed income is down -1.98% vs. the benchmark at -2.22%, Mutual Fund Real Estate down -3.88% and commodities were down -7.26%.

Cash equivalents remain flat at 0.0%. There is an error in the Account Activity Summary in the additions category. This was change from \$646.00 to \$00.00. This change will be seen on the next quarterly report.

Change due to investments for the quarter were -\$22,200 with the year to date total at \$668,925.00.

Mr. Kirpach advised there were no long term changes with equities. The bond performances have changed and have begun to be sold. The portfolio diversification with the purchase of corporate bonds over the last several years has provided value to performance. The average maturity for the portfolio is shorter than the benchmark at 4.95 vs. 6.36. The portfolio is at a lower risk which is where you want to be in a rising interest rate environment.

Mr. Kirpach advised that looking at the Market Value vs. Invested Capital has been good. As of June 30, 2013, the fund value was at \$16.404 million. The fund put in approximately \$9.294 million and the investments have contributed \$7.1 million since 1998. The fund is taking on a little more risk, however it is getting a bigger rate of return.

Ms. Krafcheck feels the Investment Policy Statement needs to be revised due to the high yield bonds and emerging market. The

current Investment Policy Statement does not include these and should be placed on the agenda for the next meeting for updating.

Mr. Kirpach advised the economic outlook for the rest of 2013 looks good. The federal government is purchasing \$87 billion in bonds each month which has put cash out in the market place and pushed up the price of bonds on the yield point. Unemployment is still greater than 7.5% and hopefully with people going back to work, they will begin to purchase more, helping to drive the economy more.

Interim Director Dittman asked for a copy of the Bonds Rating report and Duration report as of April 30, 2013 for the auditors. Ms. Krafcheck advised she would forward to Director Dittman.

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

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. VISITOR BUSINESS

None presented.

7. NEW BUSINESS

President Davi advised that the annual 2013 IPPFA Conference will be held on October 1-5, 2013 in Lake Geneva, WI. Trustee Kobler has reserved two rooms at Timber Ridge Lodge.

8. OLD BUSINESS

- A. Director Dittman advised that Secretary Hahn has sent two letters to Ruth Kleven and William Bozek regarding the annual address confirmation form. To date, no information has been received from either pensioner.

After a brief discussion, one additional letter will be sent advising that if the requested information is not received prior to their August pension check date, their automatic payment will be cancelled and a written check will be mailed.

B. Director Dittman advised that no contact has been made by Frederick Willey's daughter for the \$18,601.98 unclaimed funds from his pension.

9. COMMUNICATIONS

None presented.

10. ADJOURNMENT

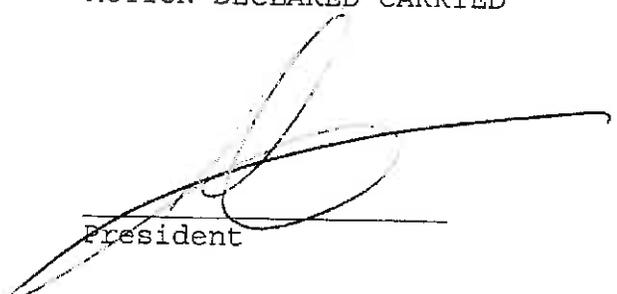
MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis to adjourn the meeting of the Board of Trustees of the Police Pension Fund at the hour of 3:43 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

10-22-13
Date


President

Minutes transcribed by Debbie Hahn.

AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook, which was held on September 9th, 2013 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

CALL TO ORDER

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

ROLL CALL

1. Reviewed the August 12th, 2013 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 07/22/2013 – 08/18/2013 - Information.
Trustee Baker commented on the reduction of overtime costs.
4. Reviewed Monthly Expenditure Report for August – Information.
5. Reviewed the Monthly Offense Summary Report for August - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information
Trustee Baker commented on the positive and nice letter which was written on behalf of Detective Kaspar.
 - Officer Andrew Pelliccioni
 - Officer Darren Biggs
 - Detective Lauren Kaspar
7. DISCUSSION ITEMS
 - New Scheduling Program
The Committee was advised that the new scheduling program is working well. Trustee Kelly inquired if the new scheduling program conflicted with the new F.O.P. contract or overtime policy. The Committee was advised there are no conflicts.
 - DEA Agreement
Chief Shelton advised the Committee that the D.E.A. Task Force Officer agreement is due in October. The Committee was advised that per the Task Force Officer and a D.E.A. report, there are numerous DAG payments from 2008 and 2011 that are still pending. Chief Shelton advised that the Finance Director submitted an Income/Expense report for 2006/2007 through July 2013. This report indicated that many of the years are still in the red.

The Committee was advised that the department has benefited from Asset Funds in the amount of \$426,487. These funds have been utilized for the purchase of vehicles, computer programs and other equipment. Chief Shelton advised he discussed with D.E.A. Special Agent In-Charge Lamango the future Pharmaceutical assignment and the transfer of the Task Force Officer to Group 24, should an opening arise. Agent Lamango advised there are five larger cases that are pending. These cases are white collar crime and will take some time to complete.

Chief Shelton advised that the experience and availability of other D.E.A. officers and resources is a valuable asset of the program. Trustee Baker agreed that the experience and assets of D.E.A. personnel is invaluable. Chief Shelton recommended maintaining the position of D.E.A. Task Force Officer for an additional year.

- Update – New Hire
The Committee was advised that the new officer is doing well and will soon complete the F.T.O. program.
- Village Website Usage
The Committee was advised the police department will be utilizing the Village web-site more often to post Crime Alerts and other pertinent information for the residents of Willowbrook.

8. VISITOR'S BUSINESS*

9. ADJOURNMENT

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

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

NEXT MEETING SCHEDULED OCTOBER 14TH, 2013 AT 6:00 P.M.