

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, MAY 12, 2014, 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 - April 28, 2014 (APPROVE)
 - c. Minutes - Executive Session - April 14, 2014 (APPROVE)
 - d. Warrants - \$299,956.91 (APPROVE)
 - e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal with Terms and Conditions for the Removal and Replacement of Sections of Public Sidewalk Previously Identified as Being in a State of Disrepair - Robert White Construction, Somonauk (ADOPT)
 - f. Motion - A Motion to Approve Application for a License to Hold a Raffle - People's Resource Center (APPROVE)
 - g. Motion - A Motion to Approve - Request for Waiver of Permit Fees - West Suburban Shrine Club (APPROVE)
 - h. Plan Commission Recommendation - Public Hearing 2014-05 - Amendment to PUD to allow for the replacement of the existing monument sign with a new digital monument sign - 15-106 W. 63rd Street, Willow Commons Shopping Center (RECEIVE)

NEW BUSINESS

6. ORDINANCE - AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5(G) OF THE VILLAGE CODE - CLASSIFICATIONS: CLASS G LICENSE

7. ORDINANCE - AN ORDINANCE APPROVING THE VILLAGE OF WILLOWBROOK'S PARTICIPATION IN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM ("ILEAS") AND AUTHORIZING THE EXECUTION OF THE LAW ENFORCEMENT MUTUAL AID AGREEMENT
8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK -- TITLE 5, CHAPTER 1, SECTION 5-1-1 - POLICE; CREATION AND COMPOSITION OF DEPARTMENT
9. RESOLUTION - A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF A CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE POLICE DEPARTMENT
10. DISCUSSION - PROPOSED WILLOWBROOK MONTHLY NEWSLETTER CONCEPT

PRIOR BUSINESS

11. COMMITTEE REPORTS
12. ATTORNEY'S REPORT
13. CLERK'S REPORT
14. ADMINISTRATOR'S REPORT
15. MAYOR'S REPORT
16. EXECUTIVE SESSION:
 - a) REVIEW 2014 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
17. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 28, 2014 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, Village Clerk Leroy Hansen, Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Sue Berglund, Umberto Davi, and Paul Oggerino.

ABSENT: None.

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Interim Director of Finance Carrie Dittman, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Administrator Halik to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Ms. Leslie Simeral, President of the Knoll's Homeowners Association, stated her opposition to electronic signage being placed within the Village.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 14, 2014 (APPROVE)
- c. Minutes - Executive Session - March 24, 2014 (APPROVE)
- d. Warrants - \$123,190.77 (APPROVE)
- e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Streetlight Maintenance Services - Between the Village of Willowbrook and Rag's Electric - Resolution No. 14-R-16 (ADOPT)

- f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal for Landscape Maintenance Services to Provide Mowing Services Along County Roads and Rights-of-ways - Falco's Landscaping, Inc. - Resolution No. 14-R-17 (ADOPT)
- g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept Two (2) Proposals to Conduct the 2014 Spring Brush Collection Program - Mario's Tree Service - Resolution No. 14-R-18 (ADOPT)

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

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino 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. DELINQUENT WATER BILLS

Administrator Halik advised that there were two (2) delinquent water bills in the amount of \$308.72 and \$899.10. Staff requested authorization to proceed in accordance with past practices which was approved.

7. PRESENTATION AND DISCUSSION - COMMUNITY ELECTRONIC INFORMATION SIGNAGE (C.E.I.S.)

Mr. John Lockridge from Community Electronic Information Signage gave a presentation on his company and their municipal gateway sign product.

Mr. Lockridge stated that his signage dimensions have been set to fit zoning requirements throughout the United States. Mr. Lockridge stated the signs will allow for local merchants to advertise.

The Village will have a portal on the sign 13% of the time to permit information for citizens to be displayed. The signs can be hooked up with a generator to allow emergency alerts to be displayed during disasters. Mr. Lockridge stated that if an AMBER Alert is issued, the advertising is dropped off to allow

for the emergency message. The F.B.I. has access to the signs at any time to display alerts.

Mr. Lockridge stated the graphics are not moveable. The images will fade in and out between slides. Mr. Lockridge stated that several studies have been conducted that show that traffic accidents do not increase as a result of these electronic signs.

Mr. Lockridge stated that the signs are 100% free to the community. C.E.I.S. maintains the signs and obtains the advertising.

Trustee Berglund questioned how big are the signs. Mr. Lockridge stated that the digital portion of the signs are 6' 7" high and 16' 9" long.

Trustee Kelly questioned where is the nearest town in Illinois has C.E.I.S. erected signs. Mr. Lockridge stated that currently there are none, however, he has contracts with Harwood Heights to build on three (3) locations.

Trustee Kelly questioned if the businesses that advertise will be limited to Willowbrook businesses. Mr. Lockridge stated it is the hope to have total community involvement in the advertising.

Trustee Mistele stated that the Municipal Services Committee did review this proposal. He stated that the sign ordinance had been revised and had to "grandfather" in some of the businesses in the community. In principle, no LED or movie screen signs are allowed within the Village and by allowing these signs, the Village could be highly criticized by the local businesses. Trustee Mistele stated that standards have been set for the community that the Village will not live up to if these electronic signs are constructed. Trustee Mistele stated that there already is money put aside in the budget to construct monument signs at the entrances to the Village.

Mr. Lockridge stated that their law firm has written a paragraph that can be added to the Village Code to allow for these signs. Trustee Mistele stated that he understands the legality of the zoning verbiage, however, it's the principle established by developing guidelines for the signage that the businesses are expected to follow and the Village would not be following the same.

Village Attorney Bastian stated that the current Village zoning code does not permit off premise advertising. Mr. Lockridge again stated that the paragraph created by their law firm will

address this issue. Attorney Bastian stated that he does not agree.

Trustee Oggerino stated that he feels the businesses will like this concept and enhance the businesses. Trustee Oggerino stated that the ability to post AMBER alert messages would be a great asset.

Attorney Bastian questioned that if these signs are on private property, how does the Village control the type of advertising that is placed on the sign. Mr. Lockridge stated that is controlled through the partnership agreement between C.E.I.S. and the Village. Mr. Lockridge stated that some communities that he has agreements with have listed in the contract that the Village has to approve all advertisers that are displayed.

Trustee Baker questioned how long the advertisement is displayed on the sign. Mr. Lockridge stated that businesses can rent a spot for a day, week, or any length of time.

Trustee Davi stated that the Board's responsibility is to address issues of the citizens and be mindful of their concerns. Trustee Davi stated that there are several good ideas that may accomplish different purposes but doesn't mean that the Board needs to buy into them.

Trustee Berglund questioned how many advertisers would be needed in order to make the signs profitable. Mr. Lockridge stated that there are seven (7) slots with one (1) of them being dedicated to the Village of Willowbrook. The slots then rotate every eight (8) seconds. Mr. Lockridge stated that the cost of a slot will average approximately \$500.00 per month.

Administrator Halik stated that if this project were to move forward, after staff review, a text amendment would be drafted to make this concept workable. Once completed, this would be brought before the Plan Commission as part of a public hearing. The Plan Commission would then formulate a recommendation to bring to the Village Board for final action. Administrator Halik stated that he would like an idea from the Board of where they stand on this issue before deciding whether to continue with this concept or not.

Administrator Halik recommended that the Board review the information that was provided tonight and inform the Mayor as to what their stand is on the electronic signs by next week.

8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT WITH WOLF & COMPANY LLP FOR AUDIT SERVICES FOR FISCAL YEAR 2013/14

Interim Director Dittman stated the Village has contracted with Wolf & Company LLP for the last four (4) years to perform the annual audit. The Village has continued to receive the Certificate of Achievement for Excellence in Financial Reporting from the GFOA while using Wolf.

The proposal's cost to perform the Village and TIF audits for Fiscal Year 2013/14 is \$25,300.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 14-R-19 as presented.

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

9. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENTS TO FILL VACANCIES IN THE PLAN COMMISSION, PARK & RECREATION COMMISSION, BOARD OF POLICE COMMISSIONERS, AND POLICE PENSION FUND BOARD

Mayor Trilla stated that two (2) Plan Commissioners submitted resignations. Leonard Kaucky, who is currently a Parks and Recreation Commissioner, will fill one of the vacancies, and Gregory Ruffolo will fill the other vacancy. Lorraine Grimsby will be filling the vacancy in the Parks and Recreation Commission. Mayor Trilla then also recommended reappointing current commissioners whose terms are expiring.

Trustee Davi requested that votes for the Police Pension Fund Board be held separate from the rest.

MOTION: Made by Trustee Oggerino and seconded by Trustee Berglund to approve the Mayor's Appointments for the Plan Commission, Park & Recreation Commission, and Board of Police Commissioners as presented.

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

MOTION: Made by Trustee Kelly and seconded by Trustee Baker to approve the Mayor's appointment for the Police Pension Fund Board as presented.

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

10. MOTION - MOTION TO APPROVE - FISCAL YEAR 2014/15 BUDGET

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to approve the Fiscal Year 2014/15 Budget as presented.

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

PRIOR BUSINESS

11. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund stated that the Christmas Tree lights have finally been removed at Willow Pond.

Trustee Davi had no report.

Trustee Oggerino had no report.

12. ATTORNEY'S REPORT

Attorney Bastian had no report.

13. CLERK'S REPORT

Clerk Hansen had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halik advised that a liquor license classification fee survey had been distributed to the Board. Administrator Halik also reminded the Board that the West Central Municipal Conference annual dinner will be held on May 9th. The RSVP deadline is May 1st and to please contact Deputy Clerk Stuchl if they plan on attending.

15. MAYOR'S REPORT

Mayor Trilla thanked Lorraine Grimsby, who was in the audience, for volunteering to be a commissioner on the Parks and Recreation Commission. Mayor Trilla also thanked the residents from the Knoll's for attending tonight's meeting.

16. EXECUTIVE SESSION

- a. REVIEW 2014 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to recess into Executive Session at the hour of 7:18 p.m.

PREVIOUS 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 7:20 p.m.

17. ADJOURNMENT

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

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

May 12, 2014.

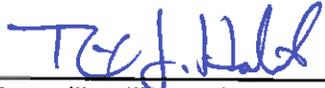
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

May 12, 2014

GENERAL CORPORATE FUND	-----	\$129,589.34
WATER FUND	-----	141,950.56
HOTEL/MOTEL TAX FUND	-----	16,319.54
L.A.F.E R FUND	-----	12,097.47
TOTAL WARRANTS	-----	\$299,956.91



Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AL WARREN OIL CO (2205)	05/13 CK# 84182	\$4,738.39
10840311 GASOLINE INVENTORY 01-190-126	01-190-126	4,738.39
ALEXANDER EQUIPMENT COMPANY INC (2609)	05/13 CK# 84183	\$62.72
100596 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	62.72
APPLIED CONCEPTS INC (2475)	05/13 CK# 84184	\$2,738.00
S164914 OPERATING EQUIPMENT 01-451-401	01-30-630-401	2,738.00
APPRIZE PROMOTIONAL PRODUCTS (2457)	05/13 CK# 84185	\$135.00
53358 PRINTING & PUBLISHING 01-501-302	01-35-710-302	135.00
ARROWHEAD SCIENTIFIC INC (123)	05/13 CK# 84186	\$181.67
70471 OPERATING EQUIPMENT 01-451-401	01-30-630-401	181.67
AUTO TRUCK GROUP (153)	05/13 CK# 84188	\$106.00
1193616 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	106.00
AZAVAR AUDIT SOLUTIONS INC (158)	05/13 CK# 84189	\$271.43
10140/MAY 14 UTILITY TAX 01-310-205	01-310-205	271.43
BLACK GOLD SEPTIC (208)	05/13 CK# 84190	\$310.00
2701/APR 14 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
BSN SPORTS (2471)	05/13 CK# 84191	\$1,078.27
96035790 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	274.68
96035791 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	803.59
CHICAGO TRIBUNE (330)	05/13 CK# 84194	\$299.00
300987934/28/15 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	299.00
CHRISTOPHER B. BURKE (333)	05/13 CK# 84195	\$15,624.87
115727 FEES - ENGINEERING 01-555-245	01-40-820-245	389.03
115728 REIMB.	01-40-820-259	474.50
115729 REIMB.	01-40-820-259	269.54
115731 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	12,850.20
115746 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	1,641.60
COMCAST CABLE (365)	05/13 CK# 84196	\$216.82
700 WB PKWYAP14 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	94.85
7760 QUINCYAP14 E.D.P. SOFTWARE 01-410-212	01-10-460-212	121.97
COMMONWEALTH EDISON (370)	05/13 CK# 84197	\$3,192.65
1844110006APR 2 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	782.42
4215105154AP14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	479.82
4215105154MR14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	481.76
4403140110AP14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	67.89
7432089030AP14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	379.55
7494249014AP14 ENERGY - (COMED 835)	01-10-466-240	1,001.21
COMPASS PLUMBING LLC (2306)	05/13 CK# 84198	\$465.00
7161 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	465.00
DATAMATION IMAGING SERVICES (2568)	05/13 CK# 84199	\$52,541.95
APR-10827 E D P EQUIPMENT 01-445-641	01-10-485-641	43,559.50
APR-10828 E D P EQUIPMENT 01-445-641	01-10-485-641	8,982.45
DUPAGE SENIOR CITIZENS COUNCIL (529)	05/13 CK# 84200	\$1,500.00
WBC0430 YR13/14 MEALS-ON-WHEELS 01-435-370	01-10-475-370	1,500.00
DUPAGE COUNTY E.T.S.B. 911 (513)	05/13 CK# 84202	\$468.37
030-1405 APR14 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
E.S.A. SMALL ENGINE (2267)	05/13 CK# 84204	\$110.00
4/29/14 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	110.00
ECO CLEAN MAINTENANCE INC (2385)	05/13 CK# 84205	\$1,449.00
4173/APR 14 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,449.00
EDWARD HOSPITAL (2370)	05/13 CK# 84206	\$150.00
363297173 REPLC WELLNESS 01-440-276	01-10-480-276	150.00
ELGEE METER CO INC (2616)	05/13 CK# 84207	\$300.00
6663 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	300.00
FALCO'S LANDSCAPING INC (581)	05/13 CK# 84209	\$5,703.87
3110 #8 CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	3,251.21
3110 #8 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	2,452.66
FEDERAL EXPRESS CORP. (592)	05/13 CK# 84210	\$24.70
263105144 POSTAGE & METER RENT 01-601-311	01-20-550-311	24.70
GADDIS DAVID (652)	05/13 CK# 84211	\$352.89
K-9 COLLAR OPERATING EQUIPMENT 01-451-401	01-30-630-401	352.89
GORDON FLESCH (695)	05/13 CK# 84212	\$4.86
10768667 COPY SERVICE 01-420-315	01-10-455-315	4.86
W.W. GRAINGER (1999)	05/13 CK# 84213	\$545.72
9411844328 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	125.63
9415874123 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	-125.63
9419976833 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	39.19
9420493349 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	19.40
9421846982 OPERATING EQUIPMENT 01-451-401	01-30-630-401	329.00
9422006941 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	31.22
9422006966 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	35.01
9428846100 OPERATING EQUIPMENT 01-540-401	01-35-755-401	46.09
9430819079 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	45.81
HOME DEPOT CREDIT SERVICES (808)	05/13 CK# 84216	\$1,161.06
6023498 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	132.92
6023500 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	121.67
8020940 OPERATING EQUIPMENT 01-540-401	01-35-755-401	247.05
9023422 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	83.76
9023422 OPERATING EQUIPMENT 01-540-401	01-35-755-401	575.66
LAUREN KASPAR (1035)	05/13 CK# 84217	\$77.88
UNIFORMS 2014 FIRING RANGE 01-451-245	01-30-630-245	77.88
TIMOTHY KOBLER (1072)	05/13 CK# 84218	\$150.44
UNIFORMS 2014 UNIFORMS 01-451-345	01-30-630-345	150.44
LOGSDON OFFICE SUPPLY (2452)	05/13 CK# 84219	\$354.70
908941-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	354.70
METRO REPORTING SERVICE LTD. (1246)	05/13 CK# 84221	\$160.20
10273 FEES - COURT REPORTER 01-15-520-246	01-15-520-246	160.20
MIDWEST LASER SPECIALISTS, INC (1276)	05/13 CK# 84223	\$2,382.81
1086673 OPERATING SUPPLIES 01-451-331	01-30-630-331	2,382.81
NEXTEL COMMUNICATION (1357)	05/13 CK# 84224	\$186.95
952377363-038 PHONE - TELEPHONES 01-420-201	01-10-455-201	34.99
952377363-038 PHONE - TELEPHONES 01-451-201	01-30-630-201	75.98
952377363-039 PHONE - TELEPHONES 01-420-201	01-10-455-201	37.99
952377363-039 PHONE - TELEPHONES 01-451-201	01-30-630-201	37.99

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NICOR GAS (1370)	05/13 CK# 84225	\$1,171.40
825 MW - APR 14 NICOR GAS (825)	01-10-466-237	143.54
PW - APR 14 NICOR GAS	01-35-725-415	462.08
VH - APR 14 NICOR GAS (7760) 01-405-235	01-10-466-235	565.78
OCCUPATIONAL HEALTH CENTERS (2413)	05/13 CK# 84226	\$96.00
1008119752 DCKR WELLNESS 01-440-276	01-10-480-276	96.00
PACIFIC TELEMAGEMENT SERVICES (2197)	05/13 CK# 84227	\$78.00
637643/MAY 14 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PCS INTERNATIONAL (2201)	05/13 CK# 84228	\$1,159.16
132434 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	50.00
132452 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	339.00
132454 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	770.16
PETTY CASH C/O TIM HALIK (1492)	05/13 CK# 84229	\$114.99
5/6/14 OPERATING EQUIPMENT 01-451-401	01-30-630-401	114.99
PHYSIO-CONTROL INC (1500)	05/13 CK# 84230	\$269.35
S3450416 OPERATING EQUIPMENT 01-451-401	01-30-630-401	269.35
RATHS, RATHS & JOHNSON, INC. (1591)	05/13 CK# 84231	\$291.00
11052-404 REIMB.	01-40-820-255	291.00
RAY O'HERRON CO., INC. (1594)	05/13 CK# 84232	\$10,719.73
1423172 AMMUNITION 01-451-346	01-30-630-346	1,360.00
1423411 OPERATING EQUIPMENT 01-451-401	01-30-630-401	1,959.86
1423412 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	1,250.00
1423413 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	1,250.00
1423414 AMMUNITION 01-451-346	01-30-630-346	1,540.00
1423899 OPERATING EQUIPMENT 01-451-401	01-30-630-401	1,819.87
1423900 AMMUNITION 01-451-346	01-30-630-346	1,540.00
ROBERT WHITE CONSTRUCTION (2579)	05/13 CK# 84233	\$2,550.00
1056 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	2,550.00
ROLEWICK & GUTZKE P.C. (2608)	05/13 CK# 84234	\$376.00
MARCH 2014 FEES - SPECIAL ATTORNEY 01-425-241	01-10-470-241	376.00
SIKICH LLP (1722)	05/13 CK# 84235	\$3,400.00
1224057/ERP ASM ERP CONSULTING SERVICES	01-25-615-307	800.00
183485/FNCL MDL CONSULTING FEES	01-10-471-253	2,600.00
SUBURBAN LIFE PUBLICATIONS (1805)	05/13 CK# 84236	\$290.60
53299/VLGE HALL FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	38.00
923863 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	252.60
TALLGRASS SYSTEMS LTD. (1834)	05/13 CK# 84238	\$1,789.40
66085 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	1,789.40
TAMELING GRADING (1836)	05/13 CK# 84239	\$1,270.00
TG5/APRIL 14 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,270.00
TAMELING INDUSTRIES (1844)	05/13 CK# 84240	\$1,135.40
92825 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	50.00
93072 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,030.70
93288 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	54.70
TASER INTERNATIONAL (1845)	05/13 CK# 84241	\$3,787.10
S1355629 OPERATING EQUIPMENT 01-451-401	01-30-630-401	1,893.55
S1355637 OPERATING EQUIPMENT 01-451-401	01-30-630-401	1,893.55

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THOMPSON ELEV. INSPECT. SERVICE (1873)	05/13 CK# 84242	\$415.00
14-1216 ELEVATOR INSPECTION 01-565-117	01-40-830-117	100.00
14-1415 ELEVATOR INSPECTION 01-565-117	01-40-830-117	315.00
TREASURER STATE OF ILLINOIS (874)	05/13 CK# 84243	\$1,524.75
41480JAN/MAR14 MAINT TRAFFIC SIGNALS 01-530-224	01-35-745-224	1,524.75
TRUGREEN (2542)	05/13 CK# 84244	\$55.00
17192415 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	55.00
UNIFIRST (1926)	05/13 CK# 84245	\$178.61
0610834292 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	178.61
KRISTIN VIOLANTE (2399)	05/13 CK# 84247	\$273.06
24 CHAIRS MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	273.06
WAREHOUSE DIRECT (2002)	05/13 CK# 84248	\$1,200.66
2302835 OPERATING EQUIPMENT 01-451-401	01-30-630-401	500.33
2303243 OPERATING EQUIPMENT 01-451-401	01-30-630-401	451.35
2304470 OPERATING EQUIPMENT 01-451-401	01-30-630-401	29.09
2305713 OPERATING EQUIPMENT 01-451-401	01-30-630-401	58.18
2307208 OPERATING EQUIPMENT 01-451-401	01-30-630-401	156.63
2307208-1 OPERATING EQUIPMENT 01-451-401	01-30-630-401	5.42
C230283 OFFICE SUPPLIES 01-451-301	01-30-630-301	-0.34
WESTFIELD FORD (2028)	05/13 CK# 84249	\$388.91
370271 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	388.91
WILL COUNTY CLERK (2049)	05/13 CK# 84250	\$10.00
#527 VOLEK FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	10.00
TOTAL GENERAL CORPORATE FUND		\$129,589.34

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ASSOCIATED TECHNICAL SERV. LTD. (126) 24898 LEAK SURVEYS 02-430-276	05/13 CK# 84187 02-50-430-276	\$745.50 745.50
CARDINAL PRINTING (2194) 13032 PRINTING & PUBLISHING 02-401-302	05/13 CK# 84192 02-50-401-302	\$1,081.06 1,081.06
CHICAGO BACKFLOW INC (2329) 189257 METERS FLOW TESTING 02-435-278	05/13 CK# 84193 02-50-435-278	\$573.00 573.00
COMMONWEALTH EDISON (370) 4651111049AP14 ENERGY - ELECTRIC PUMP 02-420-206 5071072051AP142 ENERGY - ELECTRIC PUMP 02-420-206	05/13 CK# 84197 02-50-420-206 02-50-420-206	\$1,681.47 953.62 727.85
DUPAGE WATER COMMISSION (521) 10456/APR 14 PURCHASE OF WATER 02-420-575	05/13 CK# 84203 02-50-420-575	\$119,318.48 119,318.48
ENVIRO TEST INC (555) 14-130260 APR14 SAMPLING ANALYSIS 02-420-362	05/13 CK# 84208 02-50-420-362	\$87.50 87.50
H-B-K WATER METER SERVICE (739) 14-314 METERS FLOW TESTING 02-435-278	05/13 CK# 84214 02-50-435-278	\$170.00 170.00
HINSDALE NURSERIES, INC. (793) 1455298 WATER DISTRIBUTION REPAIR-MAINTENAN 1456595 WATER DISTRIBUTION REPAIR-MAINTENAN	05/13 CK# 84215 02-50-430-277 02-50-430-277	\$96.00 102.96 -6.96
M.E. SIMPSON COMPANY INC (1235) 25334 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694	05/13 CK# 84220 02-50-440-694	\$6,976.00 6,976.00
MID AMERICAN WATER (1263) 101421A MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	05/13 CK# 84222 02-50-430-476	\$560.00 560.00
ROBERT WHITE CONSTRUCTION (2579) 1056 WATER DISTRIBUTION REPAIR-MAINTENAN 1057 WATER DISTRIBUTION REPAIR-MAINTENAN	05/13 CK# 84233 02-50-430-277 02-50-430-277	\$1,200.00 600.00 600.00
SIKICH LLP (1722) 183485/FNCL MDL FEES - ENGINEERING 02-405-245	05/13 CK# 84235 02-50-405-245	\$2,600.00 2,600.00
SUNSET SEWER & WATER (2276) 2014-100 WATER DISTRIBUTION REPAIR-MAINTENAN	05/13 CK# 84237 02-50-430-277	\$3,537.76 3,537.76
TAMELING GRADING (1836) TG5/APRIL 14 WATER DISTRIBUTION REPAIR-MAINTENAN	05/13 CK# 84239 02-50-430-277	\$3,236.50 3,236.50
VERIZON WIRELESS (1972) 9723771270 PHONE - TELEPHONES 02-401-201	05/13 CK# 84246 02-50-401-201	\$30.29 30.29
ZIEBELL WATER SERVICE PRODUCTS (2118) 224420 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	05/13 CK# 84252 02-50-430-476	\$57.00 57.00
TOTAL WATER FUND		\$141,950.56

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	05/13 CK# 84201	\$15,887.44
1954 ADVERTISING 03-435-317	03-53-435-317	6,057.11
19554 ADVERTISING 03-435-317	03-53-435-317	9,830.33
HINSDALE NURSERIES, INC. (793)	05/13 CK# 84215	\$432.10
1457269 LANDSCAPE BEAUTIFICATION 03-435-316	03-53-435-316	432.10
TOTAL HOTEL/MOTEL TAX FUND		\$16,319.54

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LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333) 115726 ENGINEERING	05/13 CK# 84195 14-75-920-245	\$716.00 716.00
SIKICH LLP (1722) 183485/FNCL MDL ENGINEERING	05/13 CK# 84235 14-75-920-245	\$2,600.00 2,600.00
WILLIAMS ARCHITECTS (2051) 15750 FACILITIES	05/13 CK# 84251 14-75-930-415	\$8,781.47 8,781.47
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$12,097.47

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	129,589.34	*
02-110-105	WATER FUND-CHECKING 0010330283	141,950.56	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	16,319.54	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	12,097.47	*
TOTAL ALL FUNDS		299,956.91	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT
A PROPOSAL WITH TERMS AND CONDITIONS FOR THE REMOVAL AND
REPLACEMENT OF SECTIONS OF PUBLIC SIDEWALK PREVIOUSLY IDENTIFIED
AS BEING IN A STATE OF DISREPAIR –
ROBERT WHITE CONSTRUCTION, SOMONAUK

AGENDA NO. **5c**

AGENDA DATE: 5/12/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TA

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED BY COMMITTEE: YES on May 12, 2014 NO N/A

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

The extreme conditions of this past winter season has had a negative effect on some sections of concrete public sidewalk within town. On April 8, 2014, nineteen (19) areas were identified where concrete walks had shifted or settled creating hazardous conditions for pedestrians. These sections, now deemed hazardous, were protected in the field with Type II barricades until replacements can occur. Although the removal and replacement of concrete curbs and flatwork are typically a component of the Village's annual Motor Fuel Tax (MFT) road maintenance program, this year's program is not scheduled to occur until later in the summer. As a result, staff recommends that proposals from concrete contractors be sought separately from the MFT program to receive the best unit prices to replace these sections of public walk now.

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

Staff solicited proposals from two (2) reputable concrete contractors that we have used in the past. Proposals for breakout, replacement, and area restoration of the initial nineteen (19) areas were received on April 10, 2014 as follows:

Contractor	Proposal Amount
Robert White Construction	\$13,850
Scott Contracting, Inc.	\$14,900

As a result of barricades being placed at the various sites to protect pedestrians from the identified hazards, the Village received several calls from other areas reporting disrepair to the public sidewalk adjacent to their residences. Those additional areas were inspected by public works crews, protected by barricades, and an additional list of areas was made. Second proposals were received on April 28, 2014 as follows:

Contractor	Proposal Amount
Robert White Construction	\$3,200
Scott Contracting, Inc.	\$3,700

The total amount of both low proposals is \$17,050, which would be expended from the General Fund, public works department, right-of-way maintenance budget line.

ACTION PROPOSED:

Adopt Resolution accepting both proposals from Robert White Construction.

RESOLUTION NO. 14-R-_____

A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal with Terms and Conditions for the Removal and Replacement of Sections of Public Sidewalk Previously Identified as Being in a State of Disrepair – Robert White Construction, Somonauk

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 two (2) proposals from Robert White Construction relating to the removal and replacement of select sections of concrete public sidewalk previously identified as being in a state of disrepair in an amount set forth in the proposals attached hereto as Exhibit "A" and Exhibit "B", both of which, by this reference, are expressly incorporated herein.

ADOPTED and APPROVED this 12th day of May, 2014

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Robert White Construction

Estimate

Robert White Construction
 P.O. Box 582
 somonauk, IL 60552

(815)482-8333
 r.whiteconstruction@yahoo.com

Date	Estimate No
04/10/2014	1012
Exp. Date	



Address
Village of Willowbrook 7760 Quincy St Willowbrook, il 60521-5594

Activity	Amount
<ul style="list-style-type: none"> Removal of 56 4' X 4' sections of sidewalk Prep, pour and finish 56 4' X 4' sections of sidewalk Prep, pour and finish Approx 10 linear feet of curb Haul away and dispose of concrete back-fill edges of sidewalk with black dirt and apply grass seed 	13,850.00
Total	\$13,850.00

Accepted By _____

Accepted Date _____

Robert White Construction

Robert White Construction
 P.O. Box 582
 somonauk, IL 60552

(815)482-8333
 r.whiteconstruction@yahoo.com

Estimate

Date	Estimate No
04/28/2014	1014
Exp. Date	

Address
Village of Willowbrook 7760 Quincy St Willowbrook, il 60521-5594



Activity	Amount
<ul style="list-style-type: none"> • Removal of 15 4' by 4' sections of sidewalk • Prep, pour and Finish 15 4' by 4' sections of sidewalk • Haul away and dispose of concrete, back fill edges of new sidewalk with black dirt and apply grass seed 	3,200.00
Total	\$3,200.00

Accepted By _____

Accepted Date _____

Village of Willowbrook
Terms and Conditions – Concrete Sidewalk Removal, Replacement, and Site Restoration

The following terms and conditions shall be binding upon ROBERT WHITE CONSTRUCTION and the Village of Willowbrook upon the execution of an authorized agreement for services by the Village and this document shall take precedence over any other contractual terms and conditions. ROBERT WHITE CONSTRUCTION will furnish all of the labor, materials, disposal, and all other services necessary for implementation of the services to be provided, unless noted otherwise.

Authorized Representative of
ROBERT WHITE CONSTRUCTION: Robert White, Owner

DATE: 5/8/14

Authorized Representative of
VILLAGE OF WILLOWBROOK: Timothy Halik, Village Administrator

DATE: _____

1) Examination by Contractor

ROBERT WHITE CONSTRUCTION shall carefully examine the site or materials and become familiar with the conditions under which he/she will have to execute the required work. Failure to do so will in no way relieve ROBERT WHITE CONSTRUCTION of their responsibility or increase the charges incurred by the Village.

2) Compliance with Applicable Laws, Ordinances, and Regulations

ROBERT WHITE CONSTRUCTION shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with ROBERT WHITE CONSTRUCTION

3) Taxes, Licenses, Permits, and Certificates

ROBERT WHITE CONSTRUCTION shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or ROBERT WHITE CONSTRUCTION in connection with ROBERT WHITE CONSTRUCTION's facilities and the work included in this contract. By law, the Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

4) Independent Contractor

ROBERT WHITE CONSTRUCTION shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

5) Non-assignment

ROBERT WHITE CONSTRUCTION shall not assign or subcontract this Agreement or any work thereunder, to any other person, firm, or corporation, without the prior written consent of the Village. Such assignment shall not relieve ROBERT WHITE CONSTRUCTION from its obligations or change the terms of this contract. Any and all subcontractors shall be bound to the same terms as ROBERT WHITE CONSTRUCTION and must supply the same documentation, including insurance requirements.

6) Insurance Specifications

ROBERT WHITE CONSTRUCTION shall carry all insurance coverage required by law or which would normally be expected for the type of business, additionally, ROBERT WHITE CONSTRUCTION shall maintain coverages and limits no less than:

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

1. Comprehensive Form
2. Premises - Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Insurance

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

GENERAL AGGREGATE \$2,000,000

- 7. Broad Form Property Damage - installation projects only.
 - 8. Independent contractors
 - 9. Personal Injury
- Business Automobile Liability
Any Auto

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

Worker's Compensation and Occupational Diseases	STATUTORY LIMITS
Employer's Liability per Occurrence	\$1,000,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured; (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of ROBERT WHITE CONSTRUCTION must be covered by Workers Compensation Coverage if they are participating in the project.

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or ROBERT WHITE CONSTRUCTION shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

ROBERT WHITE CONSTRUCTION shall furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

Any failure by ROBERT WHITE CONSTRUCTION to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers. The insurer shall waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by ROBERT WHITE CONSTRUCTION for the Village.

7) Accident Prevention and Notification

ROBERT WHITE CONSTRUCTION shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its work on this project, including those that warn and guard the public against the hazards created by the work. Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by ROBERT WHITE CONSTRUCTION. Precautions shall be exercised at all times for the protection of its employees and subcontractors, and will exercise care for the protection of property and persons at the project work site. The safety provisions of all applicable laws, regulations, and codes shall be observed, including the elimination of known and observed hazards, and applicable work safety training. If, in the opinion of the Village, a hazardous condition exists and ROBERT WHITE CONSTRUCTION fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due ROBERT WHITE CONSTRUCTION. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

In the event of accidents of any kind which involve the general public and/or private or public property in the Village or in any way related to this work, ROBERT WHITE CONSTRUCTION shall immediately notify the Village. Upon request of the Village, ROBERT WHITE CONSTRUCTION shall provide such accounting of details and/or copy of written accident and other reports as the Village may require. The Village bears no responsibility for damage done to existing utilities during installation. ROBERT WHITE CONSTRUCTION shall provide copies of any documents, related to the accident, to the Village at the same time that the reports and/or information are forwarded to any other interested parties. All repairs

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

8) Site Condition / Trespass on Land / Clean-Up

ROBERT WHITE CONSTRUCTION shall confine their operations and storage of materials and equipment to the job site, public right-of-way or easements, as approved by the Village. ROBERT WHITE CONSTRUCTION shall move the materials at their expense, if and when it becomes necessary. ROBERT WHITE CONSTRUCTION shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that ROBERT WHITE CONSTRUCTION is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the Village.

ROBERT WHITE CONSTRUCTION shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due ROBERT WHITE CONSTRUCTION and final acceptance will not be made until the site is in a condition acceptable to the Village.

9) Prevailing Wages

ROBERT WHITE CONSTRUCTION shall be thoroughly familiar with and maintain compliance at all times with the provisions of 820 ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works". A copy of the current prevailing wage rates for the Village are attached hereto.

10) Employees and Conduct

ROBERT WHITE CONSTRUCTION shall prohibit any drinking of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by any of its employees while in the course of performing their duties under this contract. In the event that any of ROBERT WHITE CONSTRUCTION's employees is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal, written request of the Village, ROBERT WHITE CONSTRUCTION shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

11) Non-Performance; Default

If ROBERT WHITE CONSTRUCTION fails to observe the established scope of work that has been detailed in the Agreement, or modified in writing via addendum or change order, the Village shall serve notice to ROBERT WHITE CONSTRUCTION that the items in non-compliance must be rectified. Failure to do so may result in non-payment to ROBERT WHITE CONSTRUCTION until all items are brought into compliance.

12) Indemnity Hold Harmless Provision

To the fullest extent permitted by law, ROBERT WHITE CONSTRUCTION hereby agrees to defend, indemnify and hold harmless, individually and collectively, the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against, the Village, its officials, agents, employees, and volunteers arising in whole or in part or in consequence of the performance of the work by ROBERT WHITE CONSTRUCTION, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and ROBERT WHITE CONSTRUCTION shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, ROBERT WHITE CONSTRUCTION shall, at its own expense, satisfy and discharge same.

ROBERT WHITE CONSTRUCTION expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by ROBERT WHITE CONSTRUCTION, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, and to pay expenses and damages as herein provided. ROBERT WHITE CONSTRUCTION further agrees that to the extent that money is due ROBERT WHITE CONSTRUCTION by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village

13) Termination for Default

The Contract will remain in force for the full period specified and until the Village determines that all requirements and conditions have been satisfactorily met and the Village has accepted the work, and thereafter until ROBERT WHITE CONSTRUCTION has met all requirements and conditions relating to the work, including warranty or guarantee periods. However the Village will have the right to terminate this Contract sooner if ROBERT WHITE CONSTRUCTION has failed to perform satisfactorily the work required, as determined by the Village in its discretion.

In the event the Village decides to terminate this Contract for failure to perform satisfactorily, the Village will give ROBERT WHITE CONSTRUCTION at least thirty (30) calendar days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Village. If ROBERT WHITE CONSTRUCTION fails to cure the default within the thirty (30) days specified in the notice and the Contract is terminated for ROBERT WHITE CONSTRUCTION's failure to provide satisfactory Contract performance, any portion of the costs not paid to ROBERT WHITE CONSTRUCTION shall be forfeited to the Village in order to cover the costs related to remedying ROBERT WHITE CONSTRUCTION's failure to provide satisfactory Contract performance. At the option of the Village, ROBERT WHITE CONSTRUCTION may be given additional time to cure the defaults.

Except as otherwise directed by the Village, or in the case of termination for default (in which event ROBERT WHITE CONSTRUCTION may be entitled to cure, at the option of the Village) ROBERT WHITE CONSTRUCTION shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts (if applicable) and settle all outstanding liabilities and claims.

14) Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

15) Notification to Other Party

ROBERT WHITE CONSTRUCTION shall contact the Village of Willowbrook Public Works Foreman at least seventy-two (72) hours before beginning work. All official notifications between the parties shall be in writing and delivered to the other party at their respective mailing addresses via certified mail; hand delivered; or via acknowledged facsimile.

16) Project Scope and Amendments

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

Any additions or changes to the scope of work for the project, or actions/activities of ROBERT WHITE CONSTRUCTION which would incur project costs that were of an optional nature, will require written pre-approval by an authorized individual of the Village. The Village reserves the right to order additional work/materials at the cost originally proposed by ROBERT WHITE CONSTRUCTION

17) Severability

Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of Illinois shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All agreements shall be deemed made in, and shall be governed by the laws of the State of Illinois, County of DuPage.

18) Standard of Care

In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services.

19) Guarantee

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

20) Final Acceptance and Payment

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications. All guarantees and warranties required shall be furnished and delivered by ROBERT WHITE CONSTRUCTION to the Village, along with all lien waivers related to the project, before the final payment voucher is issued. Final payment will be made when the work is accepted by the Village.

21) Competency of Contractor

No purchase order shall be authorized for, nor contract to any person, firm, or corporation that is in arrears or is default to the Village upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

22) Equal Employment Opportunity

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, , sexual orientation, marital status, national origin, or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of ROBERT WHITE CONSTRUCTION's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with ROBERT WHITE CONSTRUCTION in its efforts to comply with such Act and Rules, ROBERT WHITE CONSTRUCTION will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

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

Subcontracts

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

Contracts or Subcontracts with Religious Entities –

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

~~23) Performance Bond (Removal accepted: Tim Halik ____ / Robert White ____)
When required by the Village or State Statute, ROBERT WHITE CONSTRUCTION shall be required to furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.~~

24) ROBERT WHITE CONSTRUCTION Scope of Work

The attached proposals from ROBERT WHITE CONSTRUCTION dated April 10, 2014 and April 28, 2014 shall be included as a part of this Agreement, except for such language that has been struck as mutually agreed by both parties. All workmanship shall conform to industry standards and be performed in accordance with OSHA and other regulatory requirements.

In the event of any conflict(s) between the two documents (Willowbrook Terms and Conditions and ROBERT WHITE CONSTRUCTION's Proposals) the Willowbrook Terms and Conditions document shall control, unless Willowbrook in its sole discretion decides otherwise.

25) Compensation

The compensation for the work shall be based on the not-to-exceed costs included within the proposals for the identified scope of work. ROBERT WHITE CONSTRUCTION shall invoice the Village following completion of the services.

26) Acknowledgement of Risk Injury and Waiver of Claims for Risk Injury

ROBERT WHITE CONSTRUCTION recognizes and acknowledges that there are certain risks of physical injury and ROBERT WHITE CONSTRUCTION agrees to assume the full risk of any injuries, including death, damages or loss which may be sustained as a result of the activities of ROBERT WHITE CONSTRUCTION personnel while going upon Village property identified in the Scope of Work. ROBERT WHITE CONSTRUCTION agrees to waive and relinquish all claims ROBERT WHITE CONSTRUCTION may have against the Village, its officers, agents, servants and employees as a result of the activities of ROBERT WHITE CONSTRUCTION personnel while going upon Village property identified in the Scope of Work. ROBERT WHITE CONSTRUCTION does hereby fully release and discharge the Village, its officers, agents, servants and employees from any and all claims for injuries, including death, damage or loss which ROBERT WHITE CONSTRUCTION may have or which may accrue on account of the activities of ROBERT WHITE CONSTRUCTION personnel while going upon Village property identified in the Scope of Work.

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

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: _____
Village Administrator

ATTEST:

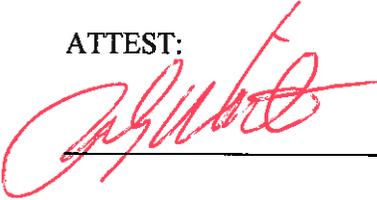
Deputy Village Clerk

Robert White Construction

By: _____


Its: _____
Owner

ATTEST:



JUNE 25, 2013

I, LEROY R. HANSEN, VILLAGE CLERK FOR THE VILLAGE OF WILLOWBROOK, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 13-O-21, ENTITLED "AN ORDINANCE ADOPTING PREVAILING WAGE RATES PURSUANT TO THE PREVAILING WAGE LAW," ALL OF WHICH APPEARS FROM THE RECORDS OF THIS OFFICE.

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



Leroy R. Hansen by
Leroy R. Hansen
Village Clerk
Christina A. Stone
Deputy Clerk

ORDINANCE NO. 13-O- 21

AN ORDINANCE ADOPTING PREVAILING WAGE
RATES PURSUANT TO THE PREVAILING WAGE LAW

WHEREAS, the State of Illinois has enacted "An Act Regulating Wages of Laborers, Mechanics and Other Workers Employed in Any Public Works by the State, County, City or any Public Body or Any Political Subdivision or by Any One Under Contract for Public Works," approved June 26, 1941, as amended, being 820 Illinois Compiled Statutes 130/0.01 ET Seq. and;

WHEREAS, the aforesaid Act requires that the Village of Willowbrook investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works, for said Village.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK:

SECTION ONE: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Department of Labor of the

State of Illinois as of June, 2013 a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION TWO: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the aforesaid Act.

SECTION THREE: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination of such prevailing rate of wage.

SECTION FOUR: The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their name and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION FIVE: The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

SECTION SIX: The Village Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED and APPROVED this 24th day of June, 2013 .



APPROVED:

Frank A. Tulle
Mayor

ATTEST:

Leraft Hansen
Village Clerk

ROLL CALL VOTE: AYES: Baker, Berglund, Davi, Kelly, Mistele, Oggerino
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

Du Page County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FT/MON	M/HR	OSA	OSH	H/W	Penon	Vac	Trng
ASBESTOS ABT-GEN	ALL			36,360	36,700	1.5	1.5	2.0	12.78	8.028	0.000	0.500
ASBESTOS ABT-MFC	BLD			34,160	36,600	1.5	1.5	2.0	10.82	10.56	0.000	0.250
BOOKBINDER	BLD			32,280	37,380	2.0	2.0	2.0	6.970	14.16	0.000	0.250
BRICK MASON	BLD			40,000	44,750	1.5	1.5	2.0	9.580	10.00	0.000	0.250
CARPENTER	ALL			42,570	44,500	1.5	1.5	2.0	15.24	12.75	0.000	0.250
CEMENT MASON	ALL			38,000	40,000	2.0	1.5	2.0	8.950	10.35	0.000	0.250
CERAMIC TILE FINISHER	BLD			34,440	37,000	1.5	1.5	2.0	9.100	8.930	0.000	0.250
COMMUNICATION TECH	BLD			32,650	34,750	1.5	1.5	2.0	9.350	14.46	0.400	0.100
ELECTRIC PWR BOMT OP	ALL			36,610	43,750	1.5	1.5	2.0	5.000	11.30	0.000	0.250
ELECTRIC PWR GRNDMAN	ALL			39,210	49,750	1.5	1.5	2.0	5.300	8.700	0.000	0.250
ELECTRIC PWR LINEMAN	ALL			48,830	49,350	1.5	1.5	2.0	5.000	13.58	0.000	0.250
ELECTRIC PWR TRK DRY	ALL			39,200	43,750	1.5	1.5	2.0	5.000	9.090	0.000	0.250
ELECTRICIAN	BLD			36,500	39,800	1.5	1.5	2.0	9.350	10.17	4.280	0.600
ELEVATOR CONSTRUCTOR	BLD			44,080	55,510	2.0	2.0	2.0	11.88	12.71	3.930	0.200
FENCE ERECTOR	NE ALL			34,540	36,840	1.5	1.5	2.0	10.06	10.67	0.000	0.200
FENCE ERECTOR	W ALL			41,950	47,300	2.0	2.0	2.0	8.680	17.69	0.000	0.400
GLAZIER	BLD			30,500	41,000	1.5	2.0	2.0	11.20	14.30	0.000	0.240
HT./FROST INSULATOR	BLD			46,350	46,050	1.5	1.5	2.0	10.62	11.86	0.000	0.250
IRON WORKER	E ALL			40,750	42,750	2.0	2.0	2.0	13.20	19.09	0.000	0.250
IRON WORKER	W ALL			44,950	47,300	2.0	2.0	2.0	8.090	17.69	0.000	0.400
LABORER	ALL			27,000	37,780	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER	ALL			40,300	44,500	1.5	1.5	2.0	13.39	12.75	0.000	0.600
MACHINIST	BLD			40,350	46,050	1.5	1.5	2.0	6.130	8.950	1.000	0.000
MARBLE FINISHERS	ALL			38,700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.250
MARBLE MASON	BLD			39,800	43,070	1.5	1.5	2.0	9.550	11.75	0.000	0.250
METAL PLASTER I	ALL			27,000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS MASTER II	ALL			30,000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT	ALL			40,570	44,500	1.5	1.5	2.0	13.20	12.75	0.000	0.250
OPERATING ENGINEER	BLD 1			40,100	50,100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 2			44,800	50,100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 3			42,250	50,100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 4			40,500	50,100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 5			40,350	50,100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 6			41,100	50,100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 7			49,100	50,100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 1			44,300	48,300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 2			43,750	48,300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 3			41,700	48,300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 4			40,300	48,300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 5			39,100	48,300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 6			47,300	48,300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 7			45,300	48,300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER E	ALL			42,300	45,400	2.0	2.0	2.0	13.11	16.40	0.000	0.500
ORNAMNTL IRON WORKER W	ALL			41,950	47,300	2.0	2.0	2.0	8.690	17.69	0.000	0.400
PAINTER	ALL			40,860	42,880	1.5	1.5	1.5	8.650	8.200	0.000	1.250
PAINTER SIGNS	BLD			35,920	38,090	1.5	1.5	1.5	2.620	2.730	0.000	0.000
PILEDRIVER	ALL			42,520	44,950	1.5	1.5	2.0	13.29	12.75	0.000	0.600
PIPEFITTER	BLD			41,200	42,000	1.5	1.5	2.0	9.750	11.09	0.000	1.710
PLASTERER	BLD			40,080	42,480	1.5	1.5	2.0	9.550	10.30	0.000	0.990
PLUMBER	BLD			41,200	43,200	1.5	1.5	2.0	9.730	17.09	0.000	1.710
ROOFER	BLD			39,350	41,350	1.5	1.5	2.0	8.280	8.770	0.000	0.400
SHEETMETAL WORKER	BLD			42,800	44,510	1.5	1.5	2.0	10.04	12.01	0.000	0.750
SPRINKLER FITTER	BLD			40,200	51,200	1.5	1.5	2.0	10.35	8.350	0.000	0.450
STEEL ERECTOR	E ALL			40,750	42,750	2.0	2.0	2.0	13.20	19.09	0.000	0.300
STEEL ERECTOR	W ALL			41,950	47,300	2.0	2.0	2.0	8.690	17.69	0.000	0.400
STONE MASON	BLD			40,680	44,750	1.5	1.5	2.0	9.550	10.00	0.000	0.250
TERRAZO FINISHER	BLD			35,330	0.000	1.5	1.5	2.0	8.300	9.520	0.000	0.400
TERRAZO MASON	BLD			38,370	42,370	1.5	1.5	2.0	8.730	10.00	0.000	0.250
TILE MASON	BLD			41,450	45,400	2.0	1.5	2.0	9.700	8.240	0.000	0.250
TRAFFIC SAFETY WORK	HWY			28,250	28,850	1.5	1.5	2.0	4.895	4.175	0.000	0.200
TRUCK DRIVER	ALL 1			31,350	33,100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2			32,700	33,100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3			32,800	33,100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4			33,100	33,100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCKPOINTER	BLD			40,350	41,950	1.5	1.5	2.0	8.160	10.82	0.000	0.240

Legend:

- ALL (All trades)
- BLD (Trade Type - All Building, Installation & Equip. Trades)
- C (Class)
- HWY (Trade Type - Highway)
- NE ALL (Trade Type - All Trades)
- FT/MON (Footnote: Full-time)
- M/HR (Footnote: Hourly)
- OSA (Occupational Safety & Health) (Footnote: OSHA 10 or 30 hour training required for every 1000 hours worked on building)
- OSH (Occupational Safety & Health) (Footnote: OSHA 10 or 30 hour training required for every 1000 hours worked on building)
- H/W (Health & Welfare) (Footnote: Health & Welfare Plan)
- Penon (Penalty)
- Vac (Vacation)
- Trng (Training)

Explanations

HOLIDAY SCHEDULE**HOLIDAY WORKERS AND TRADE ERECTOR (METS) - Week of Post 55.**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in each classification/county. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IBEW.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/weld and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/weld and hazardous materials from outwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, cones and drums used to reduce lane width on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or enameled products: all competition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tiles made in tile-like units; all materials in tile like form of cement, marble, and other materials that are for and intended for use as a finished floor surface: stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of sand tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all floor compounds, paper products, tarps, and all polyethylene coverings, plywood, mascolite, cardboard, and any new type of products that may be used to protect tile installations, electrical equipment, and all floor leveling equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, audio, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, FAX, fiber optic cable and equipment, micro waves, P-SMT, bypass, CMV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

PABLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stacking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, bonding of scattered, polishing if needed, patching, sealing of material if damaged, painting up, caulking, grouting and cleaning of marble, holding wires on stands or carbonized blocks or saw for setting cutting, use of the saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of bedding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, siberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carvings, sandings, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, inserts, treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograder; Backhoes with Calsson Attachment; Batch Plant; Bender (requires Two Engineers); Boiler and Throttle Valve; Calsson Rigs; Central Padi-Mix Plant; Combination Back Hoe Front End-Loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Sliding Boom; Concrete Pump (Truck Mounted); Concrete Tower; Crane, All; Cranes, Hammerhead; Cranes, (GC) and similar types; Cretor Crane; Soider Crane; Crusher, Stone, etc.; Dozers, All; Erectors, Traveling; Formless Curb and Gutter Machines; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloaders 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor Hydraulic; Backhoes; Hydraulic Boom Trucks; Hydr. Van (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Mud Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretor Dual Ram; Pump Cretor; Squeeze Cretor-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Nail Grinder; Scoops - Tractor Drawn; Slip-Form Pavers; Straddle Buggies; Operation of Tie Back Machines; Turntable; Tractor with Boom and Side Drum; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable, Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Lower Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Firetary Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Wall Paints; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and brush Forklift.

Class 5. Resistance Craft Foreman.

Class 6. Scaffold.

Class 7. Mechanics; Welders.

OPERATING ENGINEER - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Spreader Combination; Asphalt Heater Scarifier; Asphalt Spreader; Autograder/COMACO or other similar type machines; BSG Pavers; backhoes with Calsson Attachment; Ballast Regulator; Belt loader; Calsson Rigs; Car Dumper; Central Padi-Mix Plant; Combination Backhoe front End-loader Machine, (1 cu. yd. backhoe bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Mixer; Cranes, all attachments; Cranes, Tower; Cranes of all types; Cretor Crane; Spider Crane; Crusher, Stone, etc.; Dozers, All; Erector Boats; Erectors, Traveling; Erectors; Elevators, Outside type Rack & Pinion and similar Machines; Formless Curb and Gutter Machines; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Prime Grader, Mud Grader, Subgrader; Road Nail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Machines;

Technique with shear attachments up to 15' of boom reach; Lubrication
 Technology Manipulators; Molding Machines; Pile Drivers and Pile Rig;
 Pre-Stress Machines; Pump Trucks Fuel Tank Hook Drill - Crawlers or Skid
 Base Hook Drill - Truck Mounted; Rock/Truck Tamper; Rock Mill
 Grinder; Slip-Form Pavers; Snow Melters; Soil Test Drill Rig (Truck
 Mounted); Stomach Ejector; Hydraulic Telescoping Fork (Turnoff);
 Operation of Tractor Machines; Tractor Drawn Belt Loader; Tractor
 Drawn Belt Loader (with attached pusher - see engineering); Tractor with
 Snow Treadaire with Attachments; Traffic Barrier Transfer Machine;
 Trenching; Truck Mounted Concrete Pump with boom raises or Blind Hole
 Drills (Tunnel Shafts); Underground Boring and/or Mining Machines 1
 ft. in diameter and over tunnel, etc. Underground Boring and/or Mining
 Machines under 5 ft. in diameter; wheel excavators; skidder (MS500).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve;
 Bulldozer; Car Loader Trailing Conveyors; Combination Buckhoe Front
 Endloader Machine (Less than 1 cu. yd. Bucket) with or without
 attachments; Compressor and Throttle Valve Compressor; Common
 Receiver (3); Concrete Breaker or Hydr Hammer; Concrete Grinding
 Machine; Concrete Mixer or Paver 75 Series or and including 22 cu.
 ft.; Concrete Spreader; Concrete Curing Machine; Burlap Machine;
 Baling Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Truck
 Cars (Seglund or Similar Type); Drills; Air Finishing Machine -
 Concrete; Nightlift Shovel or Front Endloader; Noise - Power Drapping
 Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Planter; Hydro
 Excavator (including hose work); Laser Forward; All Locomotives,
 Single Off-Road Hauling Units (including articulated) Non
 Self-Loading Excavator Dumper; Pump Concrete Concrete Crawler - Screw Type
 Pumps; Synchron Hammer and Pump Rollers; Hydraulic Rotary Snow Blower;
 Rockfaller, Seaman, etc., self-propelled; Self-propelled Compactors
 Spreader - Chip - Stone, etc.; Sotaper - Single/Pair Machine/Pump and
 Roll; Scraper - Frame Mount in Random (Regardless of Size); Tractors
 hauling attachments, Sweeps Foot, Side, Compactor, and/or Tug units.

Class 3. Bulldozer; Blowers, All Power Propelled; Cement Supply Tractor;
 Compressor; Common Receiver (3); Concrete Mixer (Two Bag and Over);
 Conveyor; Horizontal Form-Type Tractors Used for Moving, Seeding, etc.;
 Forklift Trucks; Grouting Machine; Hoists, Automatic Hoists, All
 Elevators; Hoists, Trough Single Drum Open Diggers; Low Boy; Pile
 Jacking Machine; Post-Hole Digger; Power Saw, Concrete Power Driven;
 Pug Mill; Rollers, other than Asphalt Seed and Straw Blower; Steam
 Generators; Stump Machine; Wheel Trucks with "A" frame; Work Boats;
 Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator;
 Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic
 Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All
 (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300
 ft.); Pumps, Well Pumps; Vacuum Trucks (including hose work); Welding
 Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (All); Brick Forklifts; Cilers.

Class 6. Field Mechanic and Field Welder

Class 7. Sewall Machine with Air Compressor Gradall and machines of
 like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks, A-frame truck when used for
 transportation purposes; Air compressors and Welding Machines,
 including those pulled by cars, pick-up trucks and tractors;
 Ambulance; Batch Gate Loaders; Batch Hoppers; Car and Truck
 Washers; Cargoadler; Hook Lifts and Hoisters; Helpers; Mechanical
 Hoists and Greasers; Oil Distributors 2-man operation; Pavement
 Recorders; Pole Trailer, up to 45 feet; Power Mower Tractors;
 Self-propelled Chip Spreader; Signman; Slurry Trucks, 2-man
 operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters;
 Unskilled Haulman; and Truck Drivers hauling warning lights,
 barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Cans and Dumpers under 7 yards;
 Dumpsters, Front Trucks, Euclid, Bag Bottom Dump Turntable or
 Turntable when pulling other than self-loading equipment or
 similar equipment under 16 cubic yards; Haul Trucks under 7 yards;
 Ready-mix Plant Hopper Operator, and Wheel Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Cans and Dumpers 7 yards and over;
 Dumpsters, Front Trucks, Euclid, Bag Bottom Dump Turntable or
 Turntable when pulling other than self-loading equipment or similar
 equipment over 16 cubic yards; Explosives and/or Fission Material
 Trucks; Haul Trucks 7 yards or over; Haul Trucks while in transit;
 Oil Distributors, 2-man operation; Pole Trailer, over 45 feet; Tels
 and Dependable Trailers hauling material over 15 feet long; Slurry
 Trucks, 2-man operation; Wheel trucks, 2 axle or over;

Mechanics--Truck Welder and Truck Painter.

Class 4. Six axle trucks; dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Fireman; Master Mechanic; Self-loading equipment like E.B. and trucks with scoops on the front.

TERRAZZO FINISHER

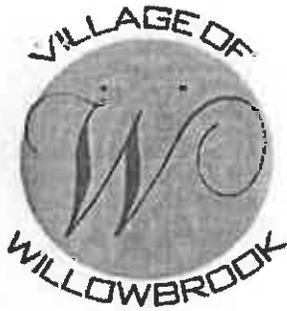
The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wallcovering by hand or machine, and in addition, assisting and aiding Marble, Mosaic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference to this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IROJ at 317-783-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used on site) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



EST. 1969

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

Mayor

Frank A. Trilla

Village Clerk

Lercy 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

June 25, 2013

Jesse White
Secretary of State
2701 S. Dirksen Parkway
Springfield, IL 62723

Dear Mr. White:

As required under Illinois State Statute, at the regular meeting held on June 24, 2013, the Mayor and Board of Trustees passed Ordinance No. 13-O-21 entitled, "AN ORDINANCE ADOPTING PREVAILING WAGE RATES PURSUANT TO THE PREVAILING WAGE LAW." Please find enclosed a certified copy of Ordinance No. 13-O-21 for your files.

Should you have any questions or need additional information, please do not hesitate to contact this office at 630-920-2234.

Yours truly,

Cynthia A. Stuchi
Deputy Clerk

Enclosure

/cs



EST. 1960

Willowbrook

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Willowbrook, IL 60527-5594

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

Mayor

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Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

June 25, 2013

Mr. Robert M. Healy, Director
Division of Conciliation and Mediation
Illinois Department of Labor
One West Old State Capitol Plaza
Springfield, IL 62701

Dear Director Healy:

As required under Illinois State Statute, at the regular meeting held on June 24, 2013, the Mayor and Board of Trustees passed Ordinance No. 13-O-21 entitled, "AN ORDINANCE ADOPTING PREVAILING WAGE RATES PURSUANT TO THE PREVAILING WAGE LAW." Please find enclosed a certified copy of Ordinance No. 13-O-21 for your files.

Should you have any questions or need additional information, please do not hesitate to contact this office at 630-920-2234.

Yours truly,

Cynthia A. Stuchl
Deputy Clerk

Enclosure

/cs

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE – PEOPLE’S RESOURCE CENTER

AGENDA NO.

5f

AGENDA DATE: 05/12/14

STAFF REVIEW: Cindy Stuchl

SIGNATURE: Cindy Stuchl

LEGAL REVIEW: Thomas Bastian

SIGNATURE: THOMAS BASTIAN JR.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: T. H. H. H.

REVIEWED & APPROVED BY COMMITTEE: YES N/A

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

People’s Resource Center has been bringing neighbors together since 1975 to respond to hunger and poverty in DuPage County. This raffle will be held on May 29, 2014 at Arabian Knights Farm, 6526 Clarendon Hills Road, Willowbrook, Illinois.

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

This is the first application for this organization.

ACTION PROPOSED: Approve Application to hold a Raffle.



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

1. The name of the Licensee:

People's Resource Center

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

Estimated \$1,000.00

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

\$300.00

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

\$20.00

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

One day

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

Thursday, May 29, 2014

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

The Barn at Arabian Knights Farm
6526 Clarendon Hills Road

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING HELD ON THE 12th DAY OF May, 2014.

Leroy R. Hansen
Village Clerk



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

APPLICATION FOR LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

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

Name	Address	Age
Kim Perez	2015 Naperville Rd Wheaton, IL 60187	39
<u>PEOPLE'S RESOURCE CENTER</u>		

Date of incorporation, if corporation: _____

Date of formation of organization: 1975

Object for which organization or corporation was formed: Bringing neighbors together to respond to hunger + poverty in DuPage County

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

The Base at Arabian Knights Tavern
Raffle chances sold May 29, 2014

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

Thursday, May 29, 2014

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

The Base at Arabian Knights

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

Yes: _____

No: X

If yes, explain: _____



Proud Member of the
Illinois Route 66 Scenic Byway

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

\$1000

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

\$300

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

\$20

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

Yes: _____

No: _____

If yes, state reasons: _____

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

The applicant will not violate laws of State, U.S. or Willowbrook ordinances

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

The applicant will not allow gambling devices or gambling on premises.

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

Signature:

Kimberly Pacey

Date 4/28/14



People's Resource Center

People's Resource Center

MEETING OUR COMMUNITY'S NEEDS - NEIGHBORS TO NEIGHBORS

Since 1975, People's Resource Center has been bringing neighbors together to respond to hunger and poverty in DuPage County. With a team of over 1,500 volunteers, we offer nutritious food and other basic necessities like clothes and rent assistance for people facing tough times. And we connect people with resources—education and tutoring, jobs, technology, art, a caring community—to create a future of hope and opportunity for all.

Services To Meet People's Basic Needs:



Food Pantries

PRC provided **7,441** families with **36,233** grocery carts filled with a week's worth of nutritious food, including fresh produce, frozen meats and bread.



Clothes Closet

1,764 unique households selected gently used, seasonally appropriate clothing for their families.



Social Services

Assisted **1,044** families with a wide range of social services and subsidized programs, including assisting **130** families in applying for SNAP benefits, and providing **401** families with financial assistance to meet basic needs. **115** families received rent/mortgage assistance to regain housing stability.

PRC is a 501(c)(3) organization. Our mission is to respond to basic human needs, promote dignity and justice, and create a future of hope and opportunity for the residents of DuPage County, Illinois through discovering and sharing personal and community resources

Empowerment Programs That Can Transform Lives:



Adult Learning and Literacy Program

495 adults enrolled in ESL Classes, studied for GED and citizenship exams, or worked with tutors to achieve their learning goals. **17** passed their US citizenship exams and **5** earned their GED. **251** children boosted their academic skills through our hands-on Summer Science Program.



Computer Access and Training

1,020 adults attended computer classes. **1,747** visits were made to PRC's Community Technology Centers. **701** families received free refurbished computers. **908** families received free repairs and maintenance for their home computers.



Job Assistance

246 individuals received guidance from PRC job mentors, resulting in **136** job placements.



Art

240 adults and **552** children developed their self-esteem and creativity through PRC art programs.

2.5 million
pounds of food were distributed

31,299
unique individuals served

9,029
households served

1,700
volunteers served at PRC

51%
of our clients are working families

36%
of our clients are children

29%
of our clients are immigrants from more than 120 countries



Our Locations
Contact Us

201 S. Naperville Road, Wheaton, IL 60187 • 649 Blackhawk Drive, Westmont, IL 60559
630.682.5402 • www.peoplesrc.org • facebook.com/peoplesresourcecenter • youtube.com/user/peoplesresource

A Message from Kim Perez, Executive Director:

The facts speak for themselves: poverty is a real problem here in DuPage County, and many neighbors need a helping hand. Yet there's more to the story than just the numbers on this page. Over 70% of the people we served last year have been coming to PRC for more than a year. Five years ago, the majority of our clients were newcomers. Most of the people we're serving now are dealing with significant challenges and barriers to self-sufficiency that are going to take some time to overcome.

There's no "quick fix" to poverty in DuPage, but there are real solutions. PRC's programs and services help people overcome challenges and get back on their feet. It doesn't happen overnight, but it does happen.

Thank you - your support makes a real difference! - **KIM**

“ Today was our first trip to the center and I wanted to say what a great experience it was. Everyone was so nice and helpful, the food pantry was just great—we came home with so much great food I had no idea we would receive that much. We were even given gifts for our daughter's birthday next week! I am so happy to have found PRC! Our family is very thankful. ”

JULIE

“ The job program helped me be prepared to seize the opportunity. It also gave me the confidence and reassurance to keep trying and know that I am a worthwhile, capable person who happens to be facing a challenging time. ”

DAVID (NAME CHANGED)

“ I have been a watercolor student of Ratindia Das in Wheaton. Having a creative outlet such as painting lifts my spirits. I feel my self-esteem is enhanced when I am satisfied and proud of my accomplishment. I thankfully express my appreciation. ”

MELISSA

“ Wow! A free computer for our home! We are very grateful. My daughter will be able to use it for school and this will help her tremendously at COD. I continue to benefit in so many important ways from the fabulous services from PRC. I thoroughly enjoyed the computer class I took earlier this year. ”

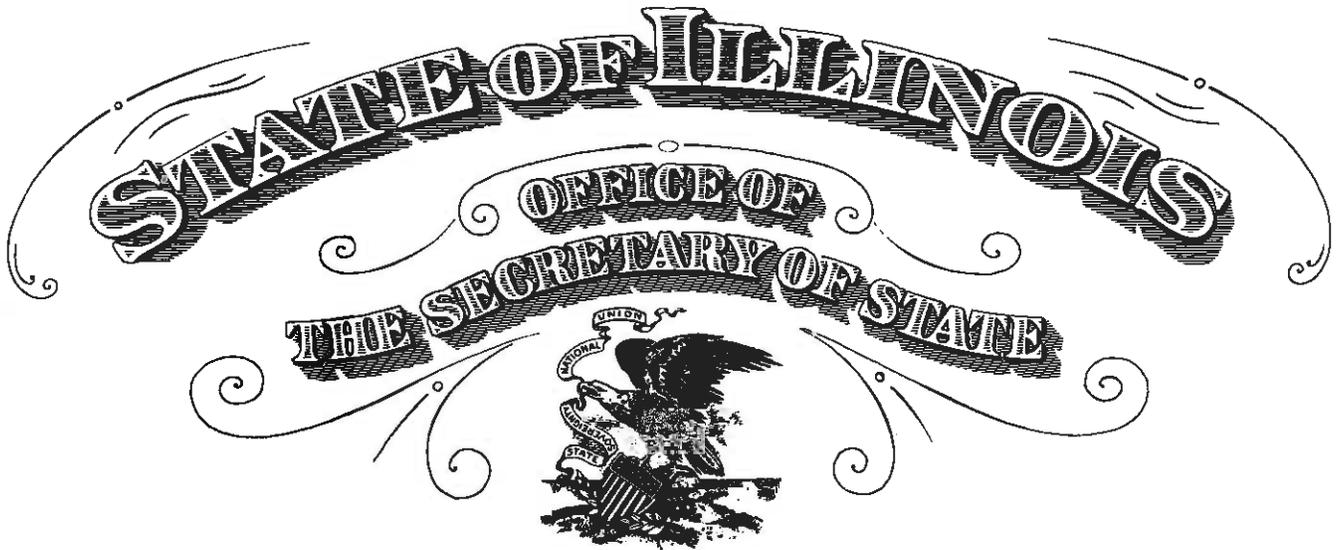
ALICE

“ I came to this [ESL] class about 2 years ago and when I came I was shy and didn't really speak English. Now I'm great! Thank you! ”

MESERET

WORDS OF
THANKS FROM
PRC CLIENTS

WITH YOUR HELP, WE ARE MEETING OUR
COMMUNITY'S NEEDS - NEIGHBOR TO NEIGHBOR



To all to whom these Presents Shall Come, Greeting:

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

PEOPLE'S RESOURCE CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 10, 1980, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



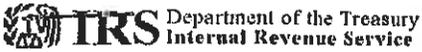
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of JANUARY A.D. 2014

Jesse White

Authentication #: 1403002384

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

SECRETARY OF STATE



P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248367577
Jan. 25, 2012 LTR 4168C E0
36-3157600 000000 00

00018918
BODC: TE

PEOPLES RESOURCE CENTER
201 S NAPERVILLE RD
WHEATON IL 60187-5417

Employer Identification Number: 36-3157600
Person to Contact: Albert Zerhusen
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 13, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1983.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Motion to Approve - Request for Waiver of Permit Fees –
West Suburban Shrine Club

AGENDA NO.

5g

AGENDA DATE: 05/12/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas 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, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

The West Suburban Shrine Club is requesting permission to hold a special event, a Vidalia Onion Sale, within the parking lot of Willowbrook Lanes May 16th thru 18th, 2014. This event would require the issuance of a special promotion permit by the Village. The fee for such a permit is fifty dollars (\$50.00). The Shrine Club, which is a non-profit organization, requests that the required permit fee be waived.

The Village Code allows for the conduct of special promotional events within business districts. The request to conduct this particular event could be approved subject to the adherence by the applicant to a series of conditions to ensure compliance with all applicable Village Codes relative to public safety and cleanliness. The permit would be issued subject to such conditions.

With regard to the required temporary permit fee, there currently exists no provision in the Village Code to allow the waiver of permit fees for non-profit organizations. It has been the consensus of the Board that requests of this nature should be reviewed on a case by case basis. On prior such occasions, the Board of Trustees has voted unanimously to waive the permit fee for the West Suburban Shrine Club.

STAFF RECOMMENDATION:

Pass a motion to approve the Shrine Club's request to waive the \$50.00 permit fee.

RECEIVED

MAY -- 6 2014

VILLAGE OF
WILLOWBROOK

Village of Willowbrook
Willowbrook Village Hall
7760 Quincy St
Willowbrook, IL 60521

Dear Mr. Halik,

The West Suburban Shrine Club is applying for a permission to sell Vidalia Onions at Willowbrook Lanes. The dates of the sale will be May 16, 17, 18 2014 time from 9:00am to 5:00pm. With possible additional dates of May 23, 24, 25 2014.

Again we are asking that you wave any fee for this event.

I would like to sincerely thank you for your cooperation with our annual Onion Sale.

Chuck Graening
West Suburban Shrine Club
1-708-~~609-0105~~
218 1031

PS:

Please mail the paperwork to my home at:
4822 Creek Drive
Western Springs, Illinois 60558

2014 Medinah Site Location Permission Form

The West Suburban Shrine Club of Medinah Temple has been given permission
(Name of Unit/Committee/Shrine Club)

to use as an Onion Sales Site, the property known as :

Site Name: Willowbrook Bowling Lanes

Site Address: 735 Plainfield Rd

City, State, Zip: Willowbrook Illinois 60521

The property can be used on: (Please list all anticipated dates)

<u>DATE</u>	<u>FROM</u>	<u>UNTIL</u>	<u>DATE</u>	<u>FROM</u>	<u>UNTIL</u>
May 16, 2014	<u>9</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>	May <u>23</u> 2014	<u>9</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>
May 17, 2014	<u>9</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>	May <u>24</u> 2014	<u>9</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>
May 18, 2014	<u>9</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>	May <u>25</u> 2014	<u>9</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>
May 19, 2014	_____ <u>AM/PM</u>	_____ <u>AM/PM</u>	May _____ 2014	_____ <u>AM/PM</u>	_____ <u>AM/PM</u>

I hear by certify that I am the owner, or manage the above named property and am authorized to grant permission to use this property for Onion Sales on the above dates.

Signature of owner/manager: _____

Print Name of owner/manager: Louis Vireo

Dated: 5-6-14

Phone number: 630-325-1746

Fax Number: 630-325-1487

Email address: WILLOWBROOKBOWS@AOL.COM

Medinah Unit/Committee/Shrine Club Contact Person: Chuck Graening

Cell #: 708 218 1031 Home #: _____

Email Address: ecgraening@gmail.com

Form must be completed by: March 1, 2014

Return to: Medinah Office by March 1st
 550 Shriners Drive
 Addison, IL 60101

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Receive Plan Commission Recommendation – Public Hearing 2014-05 –
Amendment to PUD to allow for the replacement of the existing
monument sign with a new digital monument sign - 15-106 W. 63rd Street
(Willow Commons Shopping Center)

AGENDA NO. 5h

AGENDA DATE: 5/12/14

STAFF REVIEW: Jo Ellen Charlton, Planning Consultant

SIGNATURE:

Jo Ellen Charlton (jp)

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, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The original PUD, which includes the shopping center, the bank, and the vacant parcel north of the bank, was approved in 1986. The requested amendment would only impact the shopping center parcel within the PUD.

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

At their regular May 7, 2014 meeting, the Plan Commission held a public hearing and made a recommendation to approve an amendment to the PUD to allow for the requested digital monument sign subject to several conditions outlined in the referral letter. The commission made one change from the sample staff motion that reduced the duration a message must remain before changing from 30 seconds to 20 seconds. They further indicated that this time could further be regulated through a future text amendment.

Three (3) existing tenants within the shopping center spoke in favor of the sign, noting that the sign will improve their visibility and profitability. A couple of them commented that while they had been in the center for many years, they still receive comments from new customers they had not seen them there even though they had been in the area for some time.

By a 5-0 vote of the members present, the Plan Commission voted to recommend approval of the sign. Two members were absent.

ACTION PROPOSED:

May 12, 2014: Receive Plan Commission Recommendation. This item will be placed on the Board's agenda for the next regular meeting on May 27, 2014



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

MEMORANDUM

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: May 7, 2014

SUBJECT: Petition for an amendment to a special use permit to regulate a digital ground sign for the property commonly known as Willowbrook Square Shopping

At the regular meeting of the Plan Commission held on May 7, 2014, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner based on the submitted petition and testimony provided, I move that the Plan Commission present the Village Board with the findings listed in Exhibit 2 of the staff report prepared for the May 7, 2014 Plan Commission meeting and recommend to the Village Board approval of Zoning Hearing Case 14-05 to amend the previously approved PUD to allow for the replacement of the existing monument sign with a new digital monument sign in compliance with the documents attached to the aforementioned staff report subject to the following conditions:

1. Operational Limitations: Display shall contain static messages only, and shall not have movement of any kind, or the appearance or optical illusion of movement, of any part of the sign.
2. Minimum Display Time: Each message on the sign must be displayed for a minimum of 20 seconds or such longer duration as is hereafter enacted in the village Sign Ordinance for comparable signs.
3. Message Change Sequence: The change between static messages must be accomplished immediately, with no use of any transitions.
4. Illumination: The sign must include light sensors and dimmer controls that automatically adjust to outdoor lighting levels so that illumination levels are dimmer at night and on cloudy days than during sunny days; but in no instance shall illumination and lighting not be in compliance with 11-13 of the Willowbrook Zoning Ordinance.

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

5. No other freestanding or ground sign shall be constructed or erected within the area comprising the shopping center.
6. The sign shall not contain any other advertising other than the identity of the shopping center, the address; the businesses located therein including the promotion of related business products.
7. A sign permit shall be obtained pursuant to Village Code.

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

MOTION DECLARED CARRIED

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

DK:jp

Meeting Date: May 7, 2014

Prepared By: Jo Ellen Charlton, Planning Consultant

Case Title: Zoning Hearing Case Number 14-05
Willowbrook Square PUD Amendment/Digital Sign
14-106 W. 63rd Street, Willowbrook, IL

Petitioner: David Froberg for Willowbrook Square Management Co.
6262 S. Rte 83 #302, Willowbrook, IL 60527

Action Requested by Applicant: Amendment to PUD to allow for the replacement of the existing monument sign with a new digital monument sign

Location: North side of 63rd, west of Route 83

Purpose: Replace existing shopping center sign with updated digital sign to provide visibility to all tenants in the strip shopping center.

Existing Zoning: B-2 Community Shopping/PUD

Existing Land Use: Willowbrook Square Shopping Center

Property Size: 1.807 Acres

Shopping Center Size: 29,060 square feet of retail tenant space

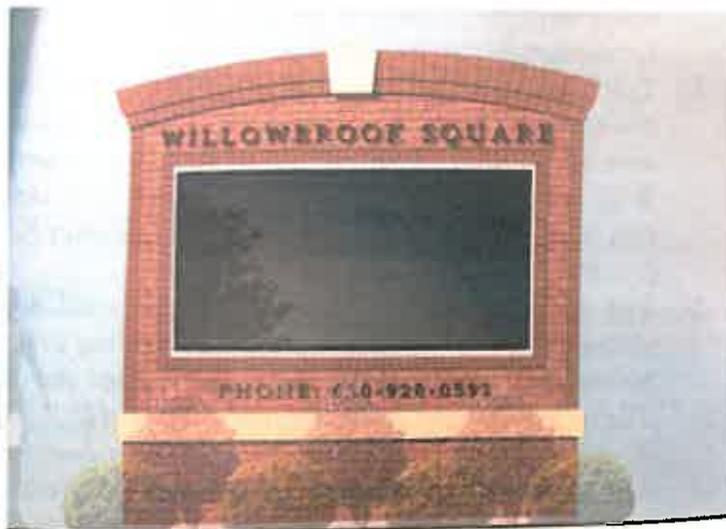
Surrounding Land Use:

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	The Knolls Condos	R-5
<i>South</i>	Bank	B-2 PUD
<i>East</i>	Ruth Lake (Across Route 83)	Unincorporated
<i>West</i>	Lake	B-2 PUD

Documents Attached (Exhibit 1)

1. Application, Legal Description, Public Hearing Notice
2. Structural Design Calculations, prepared by DG Structural Engineering LLC, dated February 10, 2014, 8 pages.
3. Willowbrook Center Monument Sign, prepared by Schmidt Architects, LLC, dated March 25, 2014, consisting of Sheets A-1, A-2, S-1, S-2, Landscape Plan (revised 3/21/14, and 2 Graphic illustration sheets.

Necessary Action by Plan Commission: Make a recommendation to the Willowbrook Mayor and Village Board regarding an amendment to an existing PUD to allow an existing monument sign to be replaced with a new Dynamic monument sign that includes digital graphic technology.

EXISTING SIGN**PROPOSED DIGITAL SIGN**

PUD History: On 9/8/86, the Village Board approved Ordinances Nos. 86-O-28 and 86-O-29, which respectively provided for the special use permit, preliminary subdivision, PUD plat and variations and final subdivision and PUD for the Willowbrook Square Shopping Center and Hinsbrook Bank. Later ordinances and processed were involved with the currently vacant Lot 2, however Lot 2 remains vacant.

Staff Analysis:

As mentioned above, the Zoning Ordinance lists digital or “dynamic” signs as prohibited, and signage variations are not listed as “authorized variations”, so the only way to obtain relief from these restrictions is through approval of or amendment to a PUD. Notwithstanding these limitations, staff evaluated the proposed signage against all other Zoning Ordinance shopping center monument signage requirements. Listed below are the requirements for shopping center ground/monument signs, followed by a description of how the proposed sign meets each requirement (shown in *italics*).

- A. Signs must contain brick or other similar material used in the shopping center.
The proposed monument sign supporting structure, or base, is constructed of brick to complement the existing shopping center principal structure.
- B. No other freestanding or ground sign shall be constructed or erected within the area comprising the shopping center.
While no other sign is proposed, staff recommends this condition be added to any recommendation for approval to make it clear that any future requests would not be allowed without amendment to this approval.
- C. The sign shall not contain any other advertising other than the identity of the shopping center, the address, the businesses located therein. Leasing information may be included on the main sign if there is no additional leasing signage and as long as the square footage of leasing information on the sign does not exceed 16 square feet.

because there is too much signage for the human brain to absorb at one time. Too much or the wrong types of signage can also detract from an area's aesthetic qualities and make it unattractive for people to want to invest in.

Digital or dynamic signs have been prohibited in Willowbrook and similar municipal ordinances because they have been historically been seen to be a distraction to drivers. This has a lot to do with the fact that digital signs have so much technology at the sign operator's fingertips. These signs can display multiple messages in a short period of time, they can flash, scroll, and vary in brightness. Some of the newer signs can also play video, appearing more like a television than a sign. Municipalities are starting, however, to experiment with allowing these signs and the improved visibility they offer to businesses by regulating some of these distractions. For example, staff is recommending the following conditions be added to any approval of the proposed sign at Willowbrook Square.

1. **Operational Limitations:** Display shall contain static messages only, and shall not have movement of any kind, or the appearance or optical illusion of movement, of any part of the sign.
 2. **Minimum Display Time:** Each message on the sign must be displayed for a minimum of 30 seconds.
 3. **Message Change Sequence:** The change between static messages must be accomplished immediately, with no use of any transitions.
 4. **Illumination:** The sign must include light sensors and dimmer controls that automatically adjust to outdoor lighting levels so that illumination levels are dimmer at night and on cloudy days than during sunny days; but in no instance shall illumination and lighting not be in compliance with 11-13 of the Willowbrook Zoning Ordinance.
 5. **No other freestanding or ground sign shall be constructed or erected within the area comprising the shopping center.**
 6. **The sign shall not contain any other advertising other than the identity of the shopping center, the address, the businesses located therein including the promotion of related business products.**
- I. **Standards:** Approval or amendments to a PUD requires adherence to twelve standards outlined in Section 9-13-6 of the Zoning Ordinance. Staff has reviewed these standards and recommends the Plan Commission make the findings included in Exhibit 2 to this report.

Possible Disadvantages of Digital Signs:

Municipalities considering requests to allow the use of digital signs should be aware of several things. While this specific request and the relief that might be granted is an amendment to a specific PUD and therefore only applies to this property, it will likely result in additional requests. The Village could, in fact, find itself being asked to consider a text amendment to the Zoning Ordinance. Depending on how the first sign is received, the Village may want to embrace and further allow them, or they may decide to consider them only in certain cases such as this PUD amendment. In deciding whether or not to allow additional digital signs, the Village may wish to consider the following:

1. For what types of businesses and in what locations should they be allowed. Should they only be allowed for multi-use shopping centers that are often challenged to provide visibility to multiple tenants on a relatively small sign surface area? Should they be allowed in proximity to residential areas? Should they be allowed in residential areas for permitted non-residential uses such as churches, schools, etc.? Generally it's best to start in a more limited fashion and gradually add more if everything works as intended and is not objectionable because it's harder to take away than it is to allow.

Exhibit 1

1. Application, Legal Description, Public Hearing Notice
2. Structural Design Calculations, prepared by DG Structural Engineering LLC, dated February 10, 2014, 8 pages.
3. Willowbrook Center Monument Sign, prepared by Schmidt Architect, LLC, dated March 25, 2014, consisting of Sheets A-1, A-2, S-1, S-2, Landscape Plane (revised 3/21/14, and 2 Graphic illustration sheets.



Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

APPLICATION FOR PLANNING REVIEW

NAME OF PROJECT: Willowbrook Square Shopping Center

NAME OF APPLICANT(S): David Froberg for Willowbrook Square Mqaanagement Co

ADDRESS: 6262 S Rte 83 #302 Willowbrook, IL 60527

CITY, STATE, ZIP: _____ TELEPHONE: 630-654-7985 FAX: 630-413-4700

NAME OF PROPERTY OWNER(S): Hinsbrook Bank and Trust T/U/T # 99-001

ADDRESS: PO Box 3822 Oakbrook, IL 60532

CITY, STATE, ZIP: _____ TELEPHONE: 630-928-0582 FAX: _____

APPLICATION SUBMITTED FOR: (check all that apply)

- Site Plan Review
- Preliminary Plat of Subdivision
- Final Plat Subdivision
- Preliminary PUD
- Final PUD

- Annexation
- Annexation Agreement
- Special Use Permit
- Map Amendment (Rezoning)
- Text Amendment
- Variation

SITE INFORMATION:

COMMON ADDRESS OR DISTANCE IN FEET & DIRECTION OF SUBJECT PROPERTY FROM CLOSEST STREET INTERSECTION:

14-106 West 63rd Street

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 09-14-300-022

LEGAL DESCRIPTION: **ATTACH** LEGAL DESCRIPTION TYPED ON SEPARATE 8.5 X 11" PAGE(S) AND SUBMIT A DIGITAL COPY.

AREA OF SUBJECT PROPERTY IN ACRES: Four

CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: B2 PUD

CURRENT USE OF SUBJECT PROPERTY: Retail shopping center

PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY: NO CHANGE

PROPOSED USE OF SUBJECT PROPERTY: NO CHANGE

PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY: Replace monument sign at 63rd Street Entrance

ADJACENT PROPERTIES

	CURRENT ZONING	LAND USE
NORTH OF SITE	<u>R3</u>	<u>Condominiums</u>
SOUTH OF SITE	<u>B2</u>	<u>Shopping Plaza</u>
EAST OF SITE		<u>Golf Course</u>
WEST OF SITE	<u>RR3</u>	<u>Rental Apartments</u>

UTILITIES - PROVIDE INFORMATION ON LOCATION, SIZE AND OWNERSHIP OF UTILITIES

WATER

LOCATION: ON SITE / EXISTING SIZE: Various

OWNERSHIP: Willowbrook

SANITARY SEWER

LOCATION: ON SITE ? EXISTING SIZE: Various

OWNERSHIP: Flagg Creek Water Reclamation Dist

STORM SEWER

LOCATION: _____ SIZE: _____

SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY

ELEMENTARY SCHOOL DISTRICT: _____

JUNIOR HIGH SCHOOL DISTRICT: _____

HIGH SCHOOL DISTRICT: _____

FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY

FIRE DISTRICT: TRI STATE

DISTANCE TO FIRE STATION: 1 MILE

CONSULTANTS

NAME OF ATTORNEY OR AGENT: David Froberg

ADDRESS: 6262 S Rte 83 # 302 Willowbrook, IL 60527

CITY, STATE, ZIP: _____ TELEPHONE: 630-654-7985 FAX: 630-413-4700

NAME OF ENGINEER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____ FAX: _____

NAME OF ARCHITECT: David Schmidt (Schmidt Architects)

ADDRESS: 11350 Belmont Dr Plainfield, IL 60585

CITY, STATE, ZIP: _____ TELEPHONE: 815-254-1423 FAX: 815-254-1423

NAME OF LANDSCAPE ARCHITECT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____ FAX: _____

With the submittal of this application, I hereby request that the President and Board of Trustees of the Village of Willowbrook grant approval of this application and/or development as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Property Owner(s): Froberg Date: 2-17-14
AGENT

Legal description of Willowbrook Square shopping center
Street address 14-106 west 63rde Street
Willow brook , IL

LEGAL DESCRIPTION:

***THAT PART OF LOT 1 IN PLANNED UNIT DEVELOPMENT PLAT OF WILLOWBROOK SQUARE, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1986, AS DOCUMENT R86-138161 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 217.37 FEET; THENCE NORTH 80 DEGREES 17 MINUTES 58 SECONDS EAST 391.29 FEET; THENCE SOUTH 79 DEGREES 34 MINUTES 07 SECONDS EAST 192.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 28 SECONDS WEST 229.86 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE 204.32 FEET TO A BEND POINT; THENCE SOUTH 87 DEGREES 06 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 370.83 FEET TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

NOTICE OF PUBLIC HEARING
ZONING HEARING CASE NO. 14-05

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, shall pursuant to 65 ILCA 5/11/13/14, conduct a public hearing at their regular meeting on the 7th of May, 2014 at the hour of 7:00 P.M. at the Village Hall, 7760 Quincy Street, Willowbrook, Illinois.

The purpose of this public hearing shall be to consider a petition for an amendment to a special use permit for a previously approved Planned Unit Development to permit and regulate a digital ground sign for the property commonly known as Willowbrook Square Shopping Center and legally described as follows:

THAT PART OF LOT 1 IN PLANNED UNIT DEVELOPMENT PLAT OF WILLOWBROOK SQUARE, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1986, AS DOCUMENT R86-138161 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 217.37 FEET; THENCE NORTH 80 DEGREES 17 MINUTES 58 SECONDS EAST 391.29 FEET; THENCE SOUTH 79 DEGREES 34 MINUTES 07 SECONDS EAST 192.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 28 SECONDS WEST 229.86 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE 204.32 FEET TO A BEND POINT; THENCE SOUTH 87 DEGREES 06 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 370.83 FEET TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-14-300-022

ADDRESS: 14-106 West 63rd Street, Willowbrook, Illinois

The applicant for this petition is David Froberg for Willowbrook Square Management Company, 6262 South Route 83 #302, Willowbrook, IL 60527

Copies of the application and related documentation are on file in the office of the Planner, Village of Willowbrook, 7760 Quincy Street, Willowbrook, Illinois, and are available for public inspection.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Tim Halik, ADA Compliance Officer, Village of Willowbrook, 7760 Quincy Street,

Willowbrook, IL 60527, or call (630) 920-2261, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be recessed to another date if not concluded on the evening scheduled.

Tim Halik Village Administrator

(630)-920-2261

Published in the April 18, 2014 edition of *The Suburban Life* Newspaper.

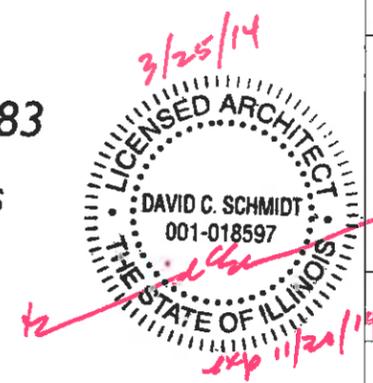
LOCATION PLAN



TITLE

Willowbrook Center Sign

63rd Street & Route 83
Willowbrook, Illinois

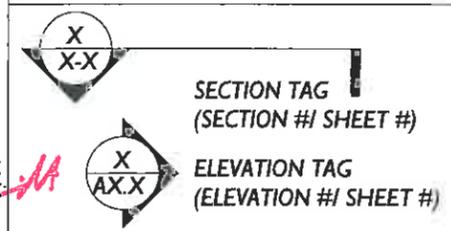


ISSUED FOR PERMIT: March 25, 2014

DRAWING LIST

- A-1 LOCATION PLANS
- EXIST/ DEMOLITION PLAN
- A-2 ELEVATIONS
- S-1 NOTES
- S-2 PLANS/ SECTION
- L-1 LANDSCAPE PLAN

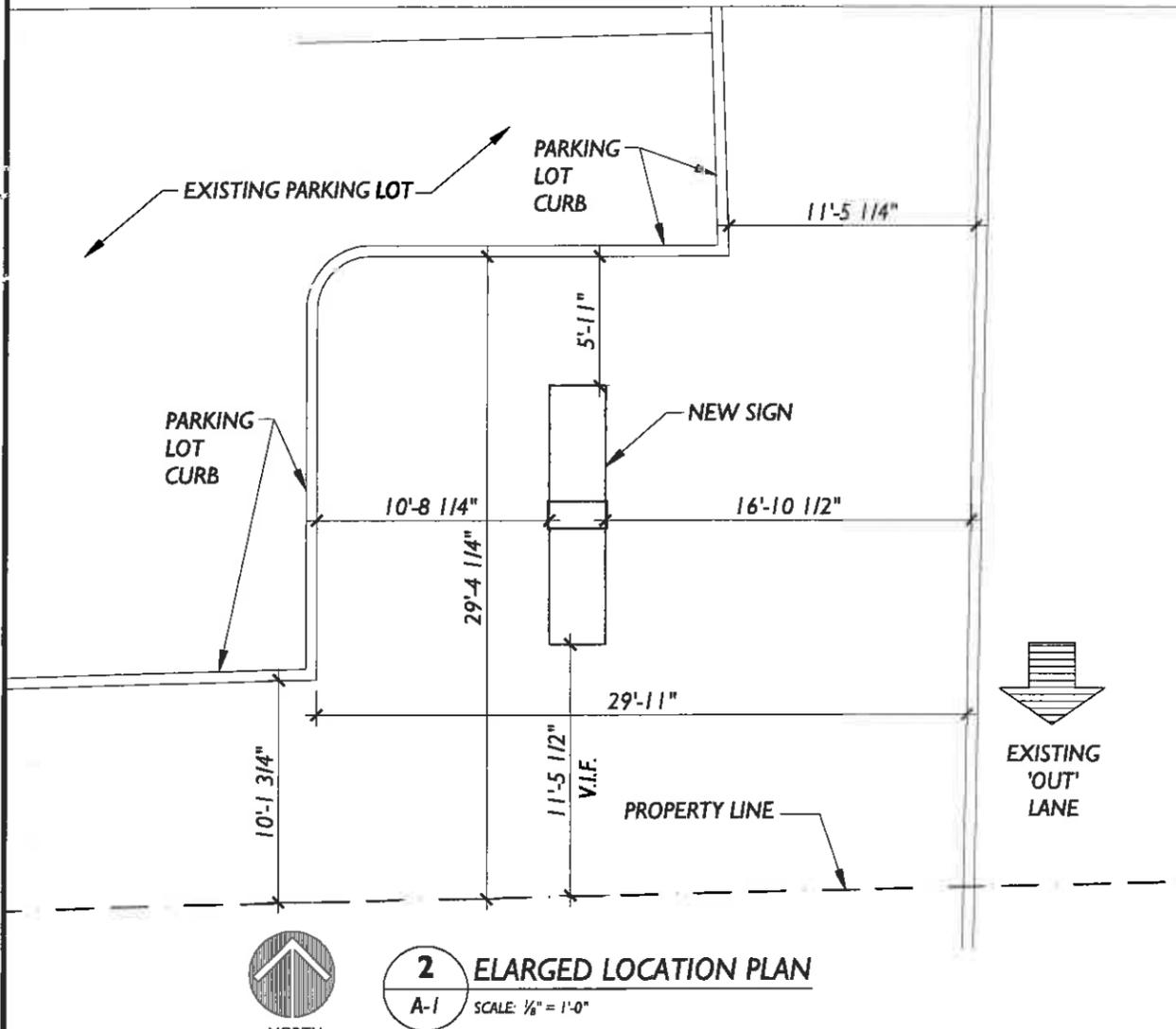
ARCHITECTURAL SYMBOLS



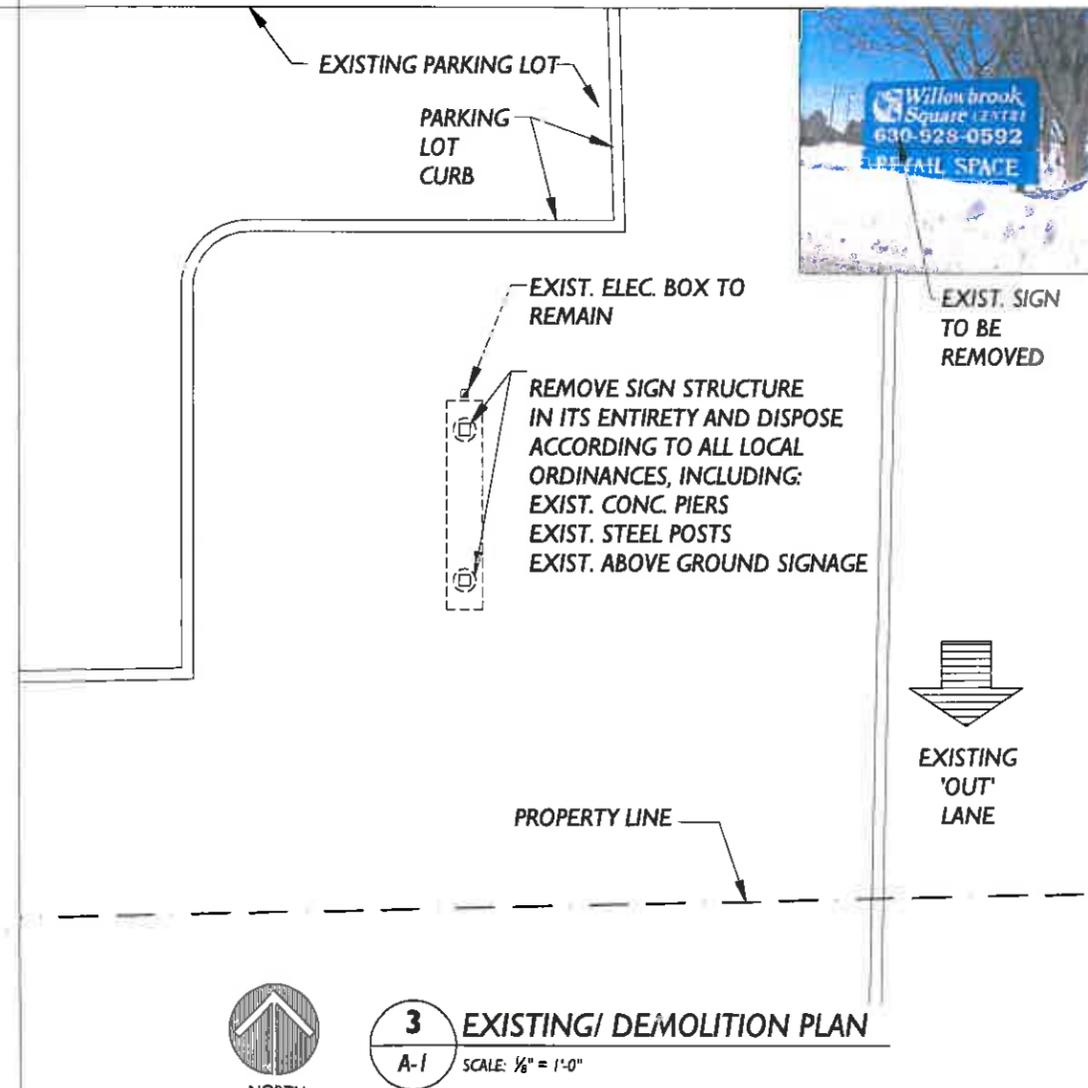
PROJECT INFO

ZONING CLASSIFICATION
Willowbrook, Illinois Zoning Map
B-2 Community Shopping District

LOCATION PLAN



EXISTING / DEMOLITION PLAN



NOTES

- DEMOLITION NOTES**
- ALL WORK TO CONFORM TO ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES.
 - CONTRACTOR TO REVIEW AND BECOME FAMILIAR WITH ALL PROJECT RELATED EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE ARCHITECT AND OWNER PRIOR TO BEGINNING WORK.
 - DEMOLITION OF STRUCTURES AS INDICATED ON THE DEMO PLANS AND/OR BY NOTES WILL REQUIRE THE REMOVAL OF ELECTRICAL, HVAC, PLUMBING, ETC. EQUIPMENT. DEMOLITION IS MEANT TO INCLUDE REMOVAL OF ALL SUCH EQUIPMENT WHETHER KNOWN OR UNKNOWN.
 - CONTRACTOR TO CONTACT LOCAL UTILITIES IF NECESSARY. SUBMIT ALL APPLICABLE PERMIT DOCUMENTS AND BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH ALL WORK.

11350 S. Belmont Drive
Plainfield, IL 60585
t 815.254.1423
f 815.254.1423
c 630.297.5646

SCHMIDT
ARCHITECTS, L.L.C.
architecture • planning • interior design
www.schmidtarchitects.com

Willowbrook Center Monument Sign
63rd Street & Route 83
Willowbrook, Illinois

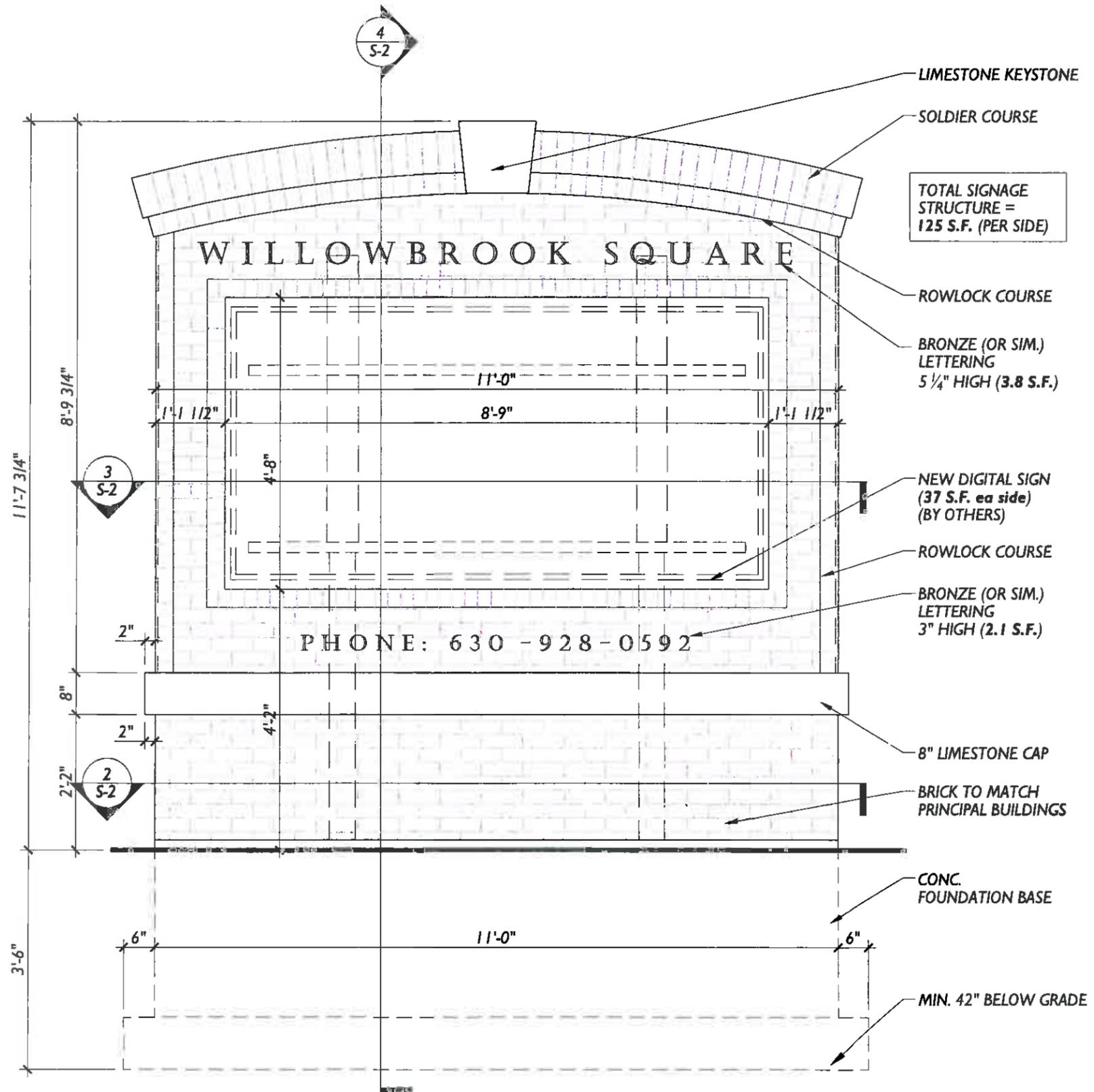
Project No.:
14-004

Issued:
03-25-14

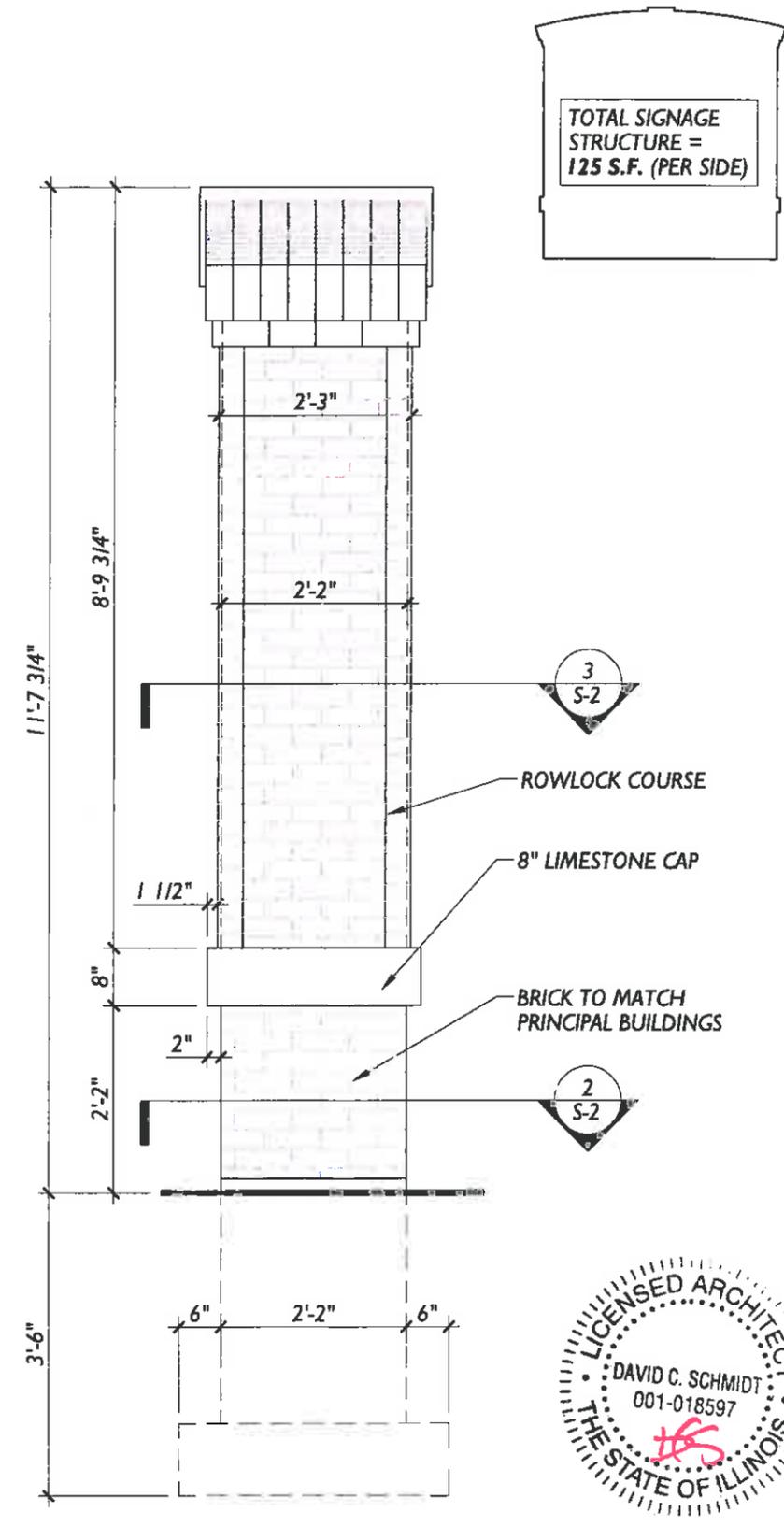
Sheet:
A-1

Intellectual Property Protected by US Copyright Law. These drawings are the property of Schmidt Architects and may not be copied or distributed to any outside parties without prior written authorization of Schmidt Architects under protection of US Copyright Law.

ELEVATIONS



1 FRONT/ REAR ELEVATION
A-2 SCALE: 1/2" = 1'-0"



2 SIDE ELEVATION
A-2 SCALE: 1/2" = 1'-0"



11350 S. Belmont Drive
Plainfield, IL 60585
t 815.254.1423
f 815.254.1423
c 630.297.5646

SCHMIDT
ARCHITECTS, LLC

architecture • planning • interior design
www.schmidtarhitects.com

Willowbrook Center Monument Sign
63rd Street & Route 83
Willowbrook, Illinois

Project No.:
14-004

Issued:
03-25-14

Sheet:
A-2



Gro-Low Sumac (Fall)



Rosa 'Knockout'



'Highland White Dream' Shasta Daisy



Dense Yew



Kit Kat Nepeta

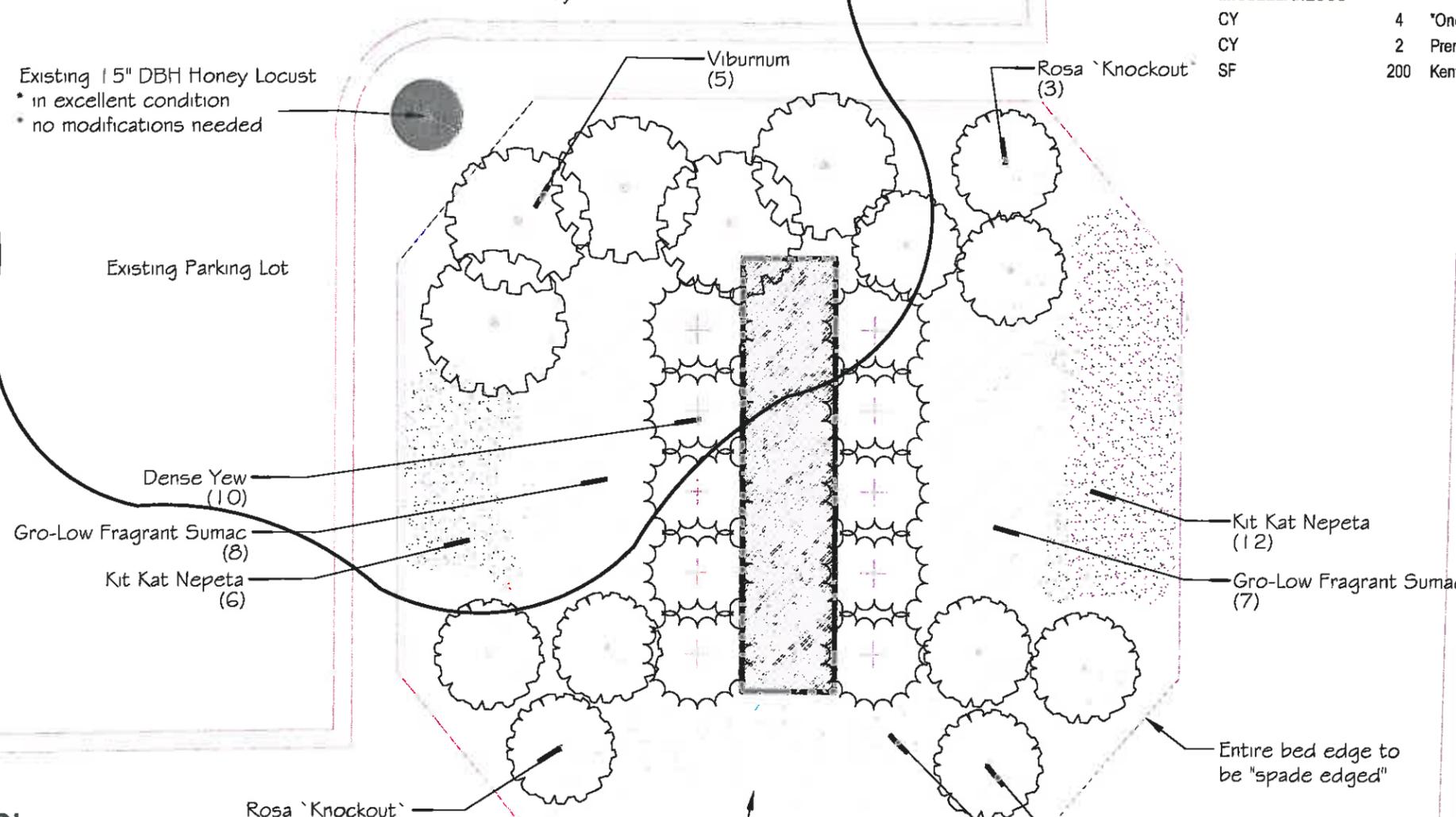
Existing 15" DBH Honey Locust
 * in excellent condition
 * no modifications needed



Viburnum "Little Joe"

L1 Landscape Plan

SCALE: 1/4" = 1'



Daylilies - (12) transplanted daylilies
 To be approved by the Village of Willowbrook in field.
 * if daylilies are not approved alternatives will be provided.

SHRUBS	QTY	Botanical	Common	Size
ROKN	9	Rosa hybrids 'Knockout' T M	Rosa 'Knockout'	3 gal
VB LI2	5	Viburnum dentatum 'Little Joe'	Viburnum	30"BB
EVERGREEN SHRUBS				
TAME	10	Taxus media 'Densifomis'	Dense Yew	24"BB
PERENNIALS				
LEU HIG	7	Leucanthemum x superbum 'Highland White Dream'	Highland White Dream Shasta Daisy	1 gal 18" o.c.
NEP KIT	18	Nepeta x faassenii 'Kit Kat'	Kit Kat Nepeta	1 gal 21" o.c.
RHU GRO	15	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	1 gal 24" o.c.
MISCELLANEOUS				
CY	4	"One Step" Soil Conditioner (Midwest Trading)		
CY	2	Premium Double Shredded Hardwood Mulch (2" min depth)		
SF	200	Kentucky Bluegrass Sod		

- NOTES;
- * All planting areas include the installation of 6" Garden Mix. (4CY)
 - * Includes 3" topdress of mulch (2CY)
 - * All plant material and debris removed from the site will be taken to Wingren Landscapes facility to our recycle bins where it will be sorted and utilized for compost.
 - * Planting beds shall be amended by tilling a 3" layer of "One Step Conditioner" (by Midwest trading) into the top 12" after removing stone a debris (2.5 cy)
 - * Existing sod to be removed for new planting bed and disposed of according to local ordinances
 - * All disturbed areas not within the edged bed will be restored with Kentucky bluegrass sod
 - * Includes 200SF of sod restoration
 - * The Village of Willowbrook shall be notified 48 hours prior to delivery of plant material and must approve in writing that material is of good quality and meets the specifications of the approved plans.
 - * Changes to approved plans must be approved in writing by the Village of Willowbrook.
 - * Landscape beds shall be mulched with Premium Shredded hardwood mulch (double precessed) with a minimum of two inches depth.
 - * Materials shall be watered by the contractor for 60 days

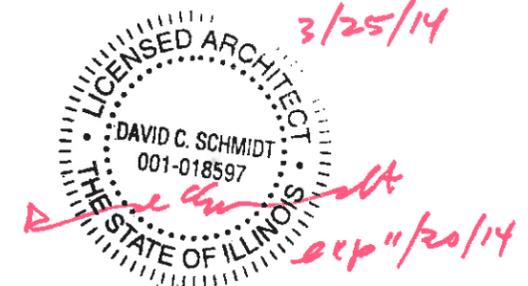
Willowbrook Shopping Center

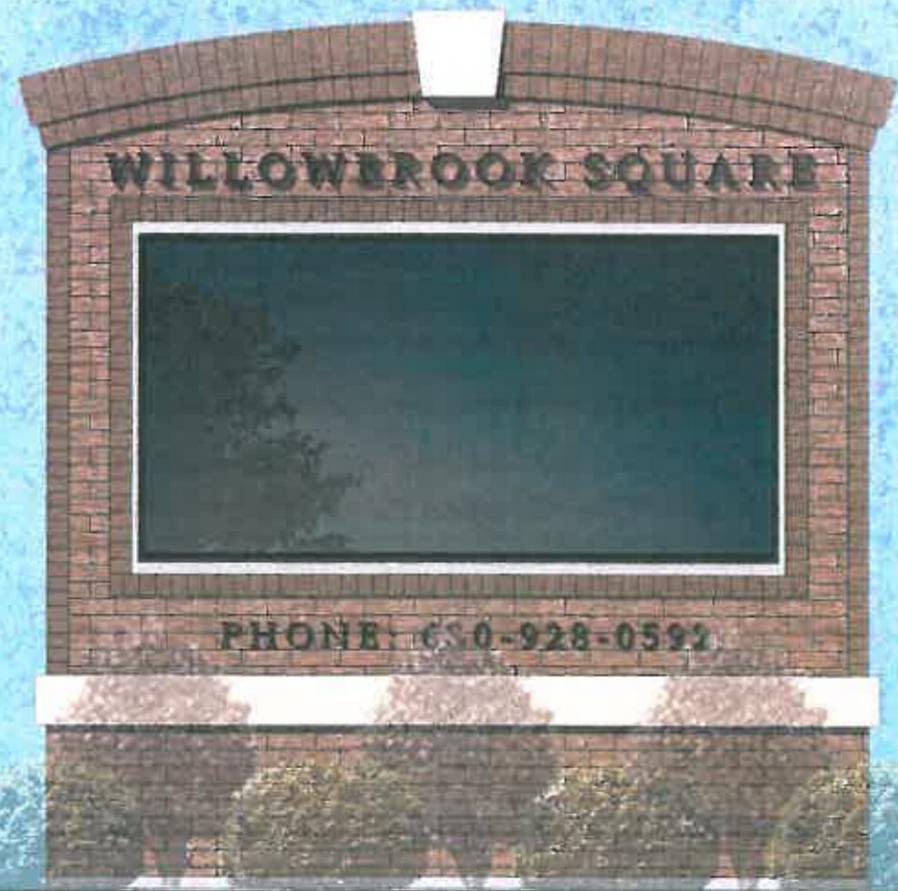
50 W 63rd Street

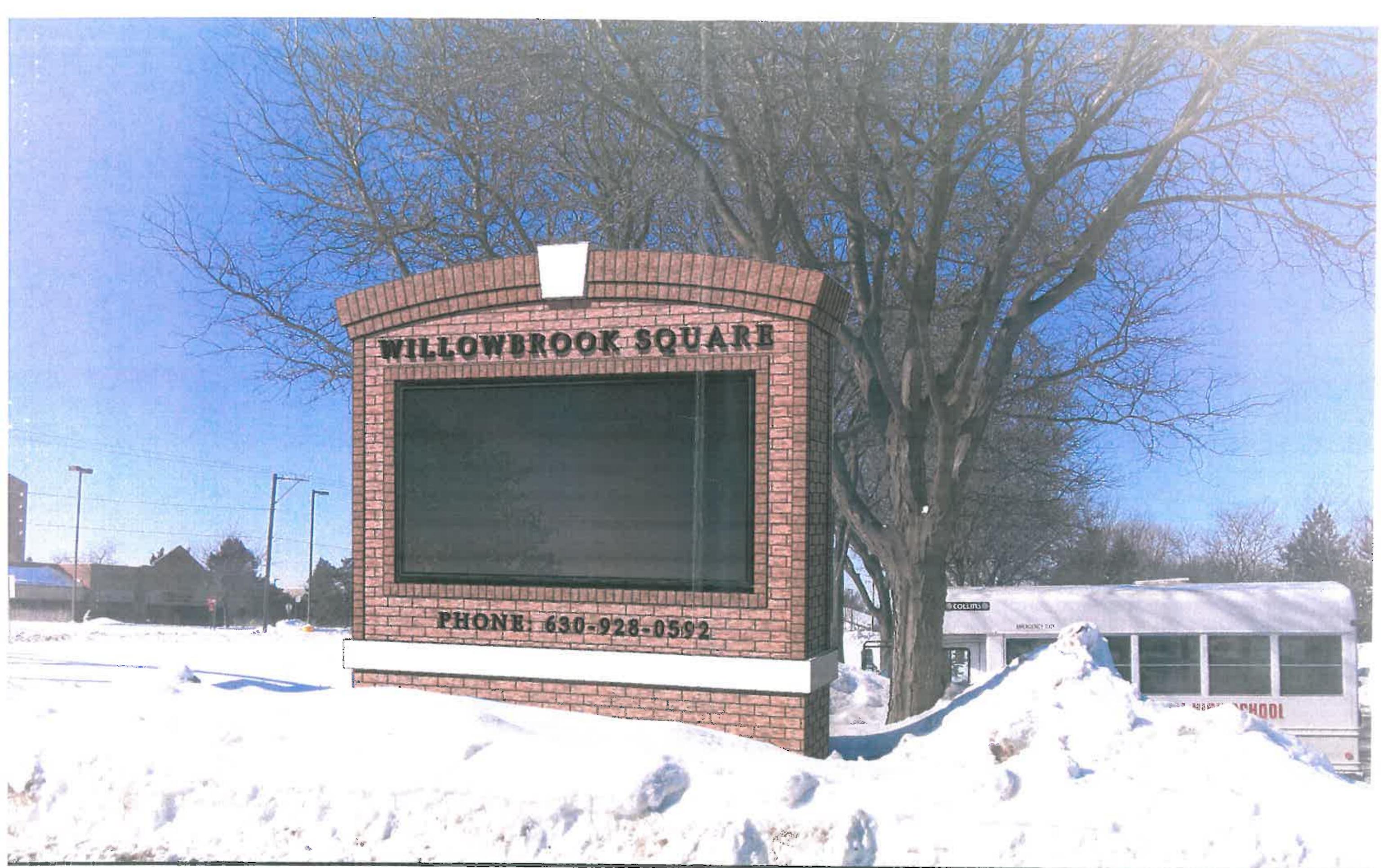
Willowbrook, IL

Revised 03.21.14

5126 Walnut Ave.
 Downers Grove, IL 60515
 TEL 630.759.8100
 www.wingrenlandscape.com







WILLOWBROOK CENTER
MONUMENT SIGN

Structural Design Calculations



LICENSE EXP. 11/30/2014

Client: Schmidt Architects, LLC

February 10, 2014



DG STRUCTURAL ENGINEERING LLC

475 RIVER BEND ROAD, SUITE 400C, NAPERVILLE, IL 60565 VOICE: (708) 668 -1380; FAX: (630) 216 -1163



LOCATION: WILLOW BROOK, IL

WIND LOADS PER ASCE-7: COUNTY: DUPAGE

$$\text{BASIC WIND SPEED} = 90 \text{ MPH} = V$$

$$h = 11'-6" = S \quad (S/h = 1)$$

$$B = 11'-0"$$

$$B/S = 0.96$$

$$C_f \text{ (CASE A \& B)} = 1.46 \quad (\text{FIG 6-20})$$

$$0.2B = 2.2'$$

$B/S < 2$: CASE C DOES NOT APPLY

$$G = 0.85 \quad (6.5.8)$$

EXPOSURE: B

$$I = 0.87 \quad (\text{TABLE 6-1})$$

$$K_d = 0.85 \quad (\text{TABLE 6-4})$$

$$K_h = 0.57 \quad (\text{TABLE 6-3})$$

$$K_{zt} = 1.0 \quad (6.5.7.2)$$

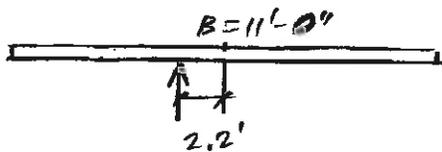
$$q_h = 0.00256 \times 0.85 \times 0.57 \times 90^2 \times 0.87 \\ = 8.74 \text{ PSF}$$

$$F = q_h G C_f A_s$$

$$= 8.74 \times 0.85 \times 1.46 A_s = 10.85 A_s$$

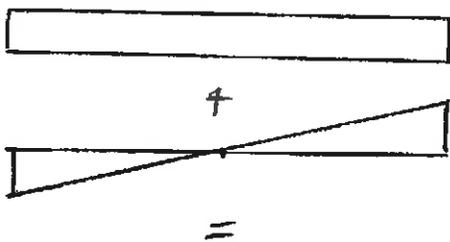
$$= 10.85 \times 11.0 \times 11.5$$

$$= 1372 \text{ LB.}$$



$F = 1372 \text{ LB}$ @ $AT = \frac{11'-0''}{2} = 5.75'$

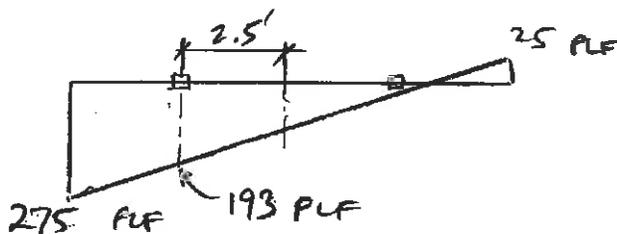
$M = 1372 \times 2.2 = 3018 \text{ LB.FT.}$



$\frac{1372}{11} = 125 \text{ PLF}$

$\frac{3018}{11^2/6} = 150 \text{ PLF}$

$\frac{125}{2} + \frac{150}{2} = 275 \text{ PLF}$

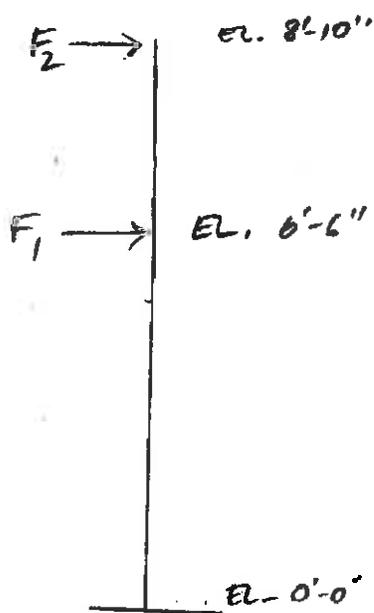


$\frac{193}{11.5'} = 16.7 \text{ PSF}$

$\frac{275}{11.5'} = 23.9 \text{ PSF}$

DESIGN WIND PRESSURE FOR STL POST = $\frac{16.7}{20}$ PSF

DESIGN WIND PRESSURE FOR MASONRY PIERS = $\frac{23.9}{25}$ PSF

DESIGN OF POST:

$$F_2 = 2.67' \times \frac{8.75'}{2} \times 20 = 234 \text{ LB}$$

$$F_1 = 4.67' \times \frac{8.75'}{2} \times 20 = 409 \text{ LB.}$$

$$M_{\text{BASE}} = 0.234 \times 8.83' + 0.409 \times 6.5' \\ = 4.72 \text{ K.FT.}$$

FOR HSS 5x5x1/2 $f_L = \frac{4.72 \times 12}{10.4} = 5.45 \text{ KSI OK.}$

$$\Delta_{\text{MAX}}: \Delta_2 = \frac{0.234 \times 8.83^3 \times 12^3}{3 \times 29000 \times 26.0} = 0.12''$$

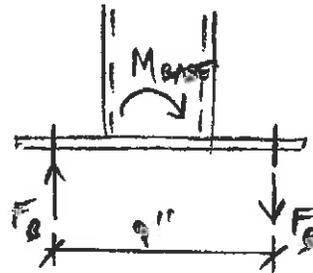
$$\Delta_1 = \frac{0.409 \times 6.5^2 \times 11.99 \times 12^3}{6 \times 29000 \times 26.0} = 0.13''$$

$$\Delta_{\text{MAX}} = 0.25'' = \frac{H}{550} \text{ OK}$$

PROVIDE HSS 5x5x1/2

BASE PLATE: PROVIDE 12" x 12"

$$F_B = \frac{4.72 \times 12}{9} = 6.3 \text{ K}$$



FOR 4 BOLTS $F_{\text{bolt}} = \frac{6.3}{2} = 3.15 \text{ K}$

PROVIDE 3/4" $f_s = \frac{3.15}{0.44} = 7.2 \text{ KSI OK}$

HOOK LENGTH 5", EMBED 12"

BASE PLATE THICKNESS

$$M = \frac{1}{2} (12 - 0.95 \times 5) = 3.625"$$

$$M = 6.3 \times 3.625 = 22.84 \text{ K.IN.}$$

$$F_{OR \text{ } f_{all}} = 0.75 \times 36 = 27 \text{ KSI}$$

$$S_{REQD} = \frac{22.84}{27} = 0.85 \text{ in}^3$$

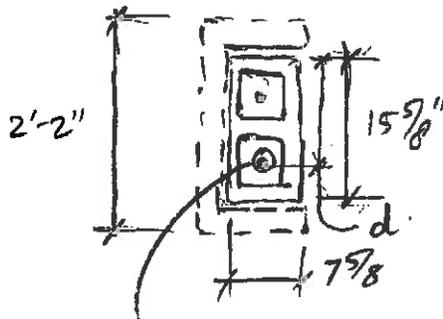
$$12 \times \frac{t^2}{6} = 0.85$$

$$t_{REQD} = 0.65"$$

PROVIDE 12" x 12" x 3/4" BASE PLATE

DESIGN OF PIER :

(EACH SIDE)



#6

$$HT = 11'-6"$$

$$WIDTH = 1'-1 \frac{1}{2}"$$

$$WIND \text{ LOAD} = 1.125' \times 25 = 28.13 \text{ PLF}$$

$$M_{BASE} = \frac{28.13 \times 11.5^2}{2} = 1.86 \text{ K.FT.}$$

$$LOAD \text{ ON PIER} : \frac{8.75' \times 2.17' \times 2.67' \times 0.12}{2}$$

$$+ 11.5 \times 2.17' \times 1.125 \times 0.12$$

(SEE ATTACHED PRINTOUT) = 6.4 KIPS.

MASONRY LOW WALL :

6" CMU

$$WIND \text{ PRESSURE} = 25 \text{ PSF}$$

$$HT = 4'-2"$$

$$M_{BASE} = \frac{25 \times 4.167^2}{2} = 0.22 \text{ K.FT/FT.}$$

$$WF = 0.035 \times 4.167 = 0.15 \text{ K/FT.}$$

(SEE ATTACHED PRINTOUT)

REINFORCED MASONRY PIER

Each side of sign

P=	6.4 k						
M=	1.86 k.ft					fm'=	1500 psi
V=	0.32 k					Rebar	0.31 in ²
h=	11.5 ft	=	138.00 in			ro=	0.003
b=	7.625 in					m=	21
t=	15.625 in	r=	4.516 in			m.ro=	0.072
d=	11.813 in	h/r=	30.6 in	<99		n=	0.301
Pa=	47154 lb					j=	0.900
	=						
	47.15 k						
fm axial =	0.054 ksi	Fa=	0.357 ksi				OK
fm flex=	0.155 ksi						
fm total=	0.209 ksi	fm/3=	0.500 ksi	Wind case	0.665 ksi		OK
fs=	6.775 ksi	fall=	24 ksi		31.92 ksi		OK
fv=	4 psi	Fv=	39 psi		52 psi		OK

ACI 530

- * HOLLOW BLOCK MASONRY
- * FACE SHELL MORTAR BEDDING
- * CANTILEVER WALL

Thickness= 6 in

$f_m = 1500$ psi

$A_n = 35.3$ in²/ft

$t_x = 148.7$ in⁴/ft

$S_x = 50.7$ in³/ft

$r = 1.91$ in

$h = 4.125$ ft = 49.5 in
 $h/r = 25.9 < 99$

$P_a = 14.5$ k/ft for axial only

Wall self weight 0.155 k/ft

$f_{a1} = 4.382$ psi
 F_a (unreinforced) = 362 psi

Wind Load $w = 25$ psf

$M_w = 2.552$ k.in/ft

Working Stress Analysis

$d = 2.813$ in

$b = 12$ in

$A_s = 0.12$ in²/ft

$p = 0.003409$

$n = 0.299961$

$j = 0.900013$

$f_{a2} = 199.2$ psi

$f_s = 8764.269$ psi

$f_{a1} + f_{a2} = 203.6$ psi

$E_s = 29000000$ psi

$E_m = 1350000$ psi

$m = 21$

$n_d = 0.843641$ in

< 1.25 in OK//

< 24000 x 1.33 psi OK//

$1/3 f_m \times 1.33 = 666.50$ psi OK//

Shear

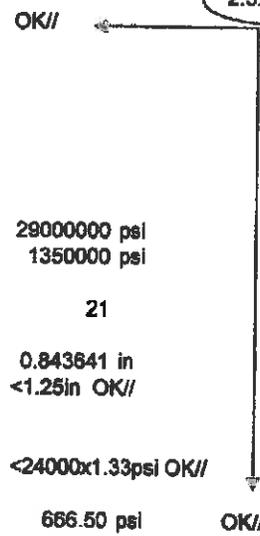
$V = wh = 103.1$ lb/ft

Shear stress = 3.1 psi

$F_v = \sqrt{f_m} = 38.7$ psi
 (max 50 psi)

OK//

2.3.3.2.2





STEEL ANGLE Lintel :

$L = 9'-1"$

BRICK HT = 1'-6"

$w = 1.5 \times 40 = 60 \text{ PLF}$

$M = 0.06 \times 9.08^2 / 8 = 0.62 \text{ KFT}$

$\Delta_{MAX} = \frac{9.08^3 \times 12}{600} = 0.2"$

$f_{REQD} = \frac{0.62 \times 9.08^2}{161 \times 0.2} = 1.59 \text{ in}^4$

PROVIDE $L 5 \times 3\frac{1}{2} \times \frac{1}{4}$ $I = 5.39 \text{ in}^4$

$f_b = 4.7 \text{ ksi OK}$

FOUNDATION DESIGN :

DEAD LOAD	SIGNS :	2×600	=	1200 LB.
	COLUMNS :			500 LB
	PIERS :	2×6400	=	12800 LB
	WALL :	8.75×660	=	5800 LB
				<u>20300 LB</u>

FOUNDATION PLAN SIZE : 3'-2" x 12'-0"

$f_{s1} = \frac{20300}{3.17 \times 12} = 534 \text{ PSF}$

(3000 PSF OK)

CHECK FOR WIND CASE :

FOUND Wt = $(3.17 \times 12 \times 1.0 + 2.17 \times 11 \times 2.5) \times 150$
 $= 14150 \text{ LB}$

W-SOIL = $(3.17 \times 12 - 2.17 \times 11) \times 2.5 \times 120$
 $= 4250 \text{ LB}$

W-TOTAL = 39200 LB

$f_{s2} = 1030 \text{ PSF}$



WIND MOMENT AT BASE:

$$M = 1372 \times (5.75 + 3.5) = 12690 \text{ LB.FT.}$$

$$\frac{M}{S} = \frac{12690}{(12 \times 3.17^2) / 6} = 631 \text{ PSF} < f_{52}$$

$$\frac{P}{A_c} + \frac{M}{S} = 1030 + 631 = 1661 \text{ PSF} < 3000 \text{ PSF OK.}$$

PROVIDE NOMINAL REBAR.

Lawrence W. Conklin
6180 Knoll Lane Ct. #104
Willowbrook, IL 60527



March 26, 2014

To Tim Halik Village Administrator

RE: Proposed Digital sign for Willowbrook Square Shopping Center
Address: 14-106 West 63rd Street
Willowbrook, IL

I am in opposition of the is proposed digital ground sign for the Willowbrook Square Shopping Center. We don't need this and it will be to bright and loud and everybody knows where Willowbrook Square Shopping center is.

There is a Digital too bright of a sign for a car wash down on Rte 83 south of 91st Street and it is way too bright. There is also a digital sign for Hinsdale Central and that is too bright also. It distracts drivers and it is a nuisance. I am opposed vehemently to the proposed amendment.

The petition for the amendment for a previously approved Planned unit development should be denied.

I don't know what this David Froberg is thinking but it is ridiculous and not needed because everybody goes there they know where it is and it is just a waste of money and I disagree with the proposed amendment for the digital ground design sign.

Since I cannot attend the meeting if the village administrator would like to read my letter in my place for the opposition I give him permission to do so.

I have been a willowbrook resident for many years and I hope that my opposition is taken seriously.

PIN of this address is 09-14-300-022

Sincerely yours,


Lawrence W. Conklin

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5(G) OF THE VILLAGE CODE – CLASSIFICATIONS: CLASS G LICENSE

AGENDA NO. 6

AGENDA DATE: 5/12/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN JR.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

On March 24, 2014, the Village Board passed Ordinance No. 14-O-17 which amended the Village Liquor Control Ordinance. This amendment served to create a new classification of liquor license, Class J, for private homeowners' associations allowing them to obtain temporary authorization from the state of Illinois to sell alcoholic liquor at designated special events throughout the year. The ordinance also created one (1) new Class J License which was subsequently issued by the Deputy Liquor Control Commissioner to the Lake Hinsdale Village (LHV) Homeowners' Association.

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

Prior to obtaining the Class J License, the LHV Homeowners' Association held a Class G License which enabled the conduct of private recreational events.

Since it is not the Village's practice to hold an available liquor license, the attached ordinance amendment will serve to reduce the number of available Class G liquor licenses from two (2) to one (1). Should another eligible applicant request such a license, and the Deputy Liquor Control Commissioner agrees to issue such a license to the applicant, a recommendation would be forwarded to the Village Board to consider creating a new license.

ACTION PROPOSED:

Pass the Ordinance

ORDINANCE NO. 14-O-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION
3-12-5(G) OF THE VILLAGE CODE – CLASSIFICATIONS: CLASS G LICENSE

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

SECTION ONE: That Title 3, Chapter 12, Section 3-12-5(G) of the Village Code of the Village of Willowbrook, entitled "Class G License", is hereby amended by deleting the last sentence contained therein in its entirety and in lieu thereof, the following language shall be substituted:

...“There shall be no more than one (1) class G license issued at any one time.”

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

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

PASSED and APPROVED this 12th day of May, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE APPROVING THE VILLAGE OF WILLOWBROOK'S PARTICIPATION IN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM ("ILEAS") AND AUTHORIZING THE EXECUTION OF THE LAW ENFORCEMENT MUTUAL AID AGREEMENT

AGENDA NO. _____

7

AGENDA DATE: 5/12/14

STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: _____

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: _____

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: _____

REVIEWED BY COMMITTEE:

YES

on May 12, 2014

NO

N/A

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

ILEAS (Illinois Law Enforcement Alarm System) is an interagency agreement that has worked for over 10 years. Its primary function is to operate as a statewide operational mutual aid plan. There are currently 101 county sheriff offices and 700 municipal police departments that are ILEAS members. Willowbrook has been a member of ILEAS since 2002. This new agreement has improvements that enhance the protections for the participating jurisdictions and facilitate a smoother and better mutual aid network. The agreement allows member agencies to easily adapt to new threats and crises in the future.

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

ILEAS assists in multi-jurisdictional threats and incident management. There is training provided along with a list of resources and equipment that are available depending on the incident. The Mobile Field Force Team of which we have a member assigned to is a part of ILEAS. Strength Through Cooperation is the motto of ILEAS. The flexibility and available immediate resources including manpower are invaluable tools to be used if necessary.

ACTION PROPOSED:

Pass the Ordinance.



1701 E. Main
Urbana, Illinois 61802
217-328-3800
www.ileas.org

David Snickers
Sheriff
Stephenson County
President

Derek Hagen
Sheriff
Iroquois County
Treasurer

Wayne Gulliford
Deputy Chief
Chicago
Secretary

Tom Schneider
Sheriff
Macon County
Sergeant at Arms

James Page
ILEAS
Executive Director

Chief/Sheriff:

March 17, 2014

We believe that great organizations always look for ways to improve and to adapt to a constantly changing environment. If ILEAS is to remain relevant and nimble so that it can better serve its member agencies over the long term, it must be constantly reviewing its operation, reaffirming its foundational values and ensuring that it is on solid legal and financial footing.

ILEAS has been in existence for over ten years. We believe it is time for enhancements. Over the last year, the ILEAS Governing Board and the staff have reviewed operations, foundational documents and financial status. Our review revealed that while ILEAS is currently in good shape, there are areas where we could improve. For instance, the online resource database needs updating with better technology and expansion to cover equipment and resources that may not have been available early in ILEAS' development.

The most important change ILEAS is undertaking is the improvement of the mutual aid agreement. Everything ILEAS does is based on that agreement. Over 900 agencies have signed the original agreement which has stood the test of time for ten years. However, after a very detailed internal examination based on experience AND after extensive support and advice from a number of legal experts, ILEAS has developed the next generation agreement!

This new ILEAS agreement builds on the strengths of the original agreement and puts ILEAS on more solid legal footing. It provides capabilities, such as the ability to amend the agreement, that were previously unavailable. ILEAS is not changing the most important roles it has played in mutual aid and the support of local law enforcement. In fact, for you as a law enforcement executive, not much changes. You can still request and respond to mutual aid incidents, the reimbursement and the insurance arrangements do not change, the Governing Board still operates as usual and the ILEAS special teams remain as they are. The new agreement augments ILEAS' legal footing and more specifically acknowledges that ILEAS was being created to oversee the logistics of statewide mutual aid. It provides more specifics on exactly how the Governing Board operates.

We are asking all of our member agencies to adopt this new agreement. ILEAS' goal is to have all the current member agencies adopt the new agreement within a year. This should be a relatively simple process for you. It is particularly important that the new agreement be signed by an official with the legal authority to enter into the agreement on behalf of your public agency. For the vast majority of our members that will be a village president, mayor, city manager, county board chair, etc. Remember, ILEAS was formed pursuant to the Illinois Intergovernmental Cooperation Act and is an agreement between all of the public agencies that sign the agreement.

Also, don't worry, your original agreement is still in effect until you adopt and sign the new one. We have built into this agreement what we believe to be all the tools that you need to ***reaffirm and strengthen your commitment to the ILEAS concept of "Strength Through Cooperation!"***

In the packet you received, we have provided:

- The new Law Enforcement Mutual Aid Agreement
- A sample resolution for your use if necessary
- An explanatory document which outlines:
 - what ILEAS is and historically how we came to develop a new agreement
 - the differences and similarities between the new and old agreements
 - a step-by-step process for completing the transition

Additionally, ILEAS has put together a 12 minute video that might be helpful when explaining the value of being a member of ILEAS. It highlights a handful of a variety of ILEAS mutual aid activations in 2013 from across Illinois. It takes a few minutes to download; however, it's worth the time because it tells the story of why your jurisdiction needs to maintain its membership or to join ILEAS. Go to <https://ileas.sharefile.com/d-sbaff3c654a042f9a> to download it.

If you want more copies of the explanatory document for your local officials, they will be available. Simply feel free to reach out to your Regional Planning Coordinator or the ILEAS administrative office in Urbana and we will send them to you directly.

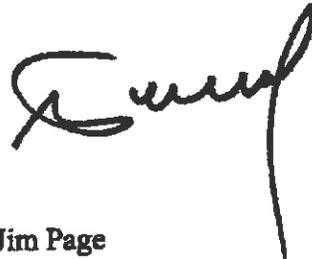
If you, your local public officials or legal advisors have any questions whatsoever, do not hesitate to reach out to us and we will do the best we can to provide the answers. If you want your local Regional Planning Coordinator available to attend city/village/county board meetings to answer questions, that can be arranged as well.

It is our hope and belief that the value ILEAS offers to your agency is well worth the time and effort to adopt the updated agreement. Thank you for your time, consideration and support to strengthen ILEAS so that the best mutual aid system in the country will be there when you need it.

Respectfully,



David Snyder
Stephenson County Sheriff
ILEAS President



Jim Page
ILEAS Executive Director

ORDINANCE NO. 14-O-___

**AN ORDINANCE APPROVING
THE VILLAGE OF WILLOWBROOK'S PARTICIPATION
IN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM ("ILEAS")
AND AUTHORIZING THE EXECUTION OF
THE LAW ENFORCEMENT MUTUAL AID AGREEMENT**

WHEREAS, the Village of Willowbrook (hereinafter the "Village") is a unit of local government in the State of Illinois (hereinafter the "State") and is a duly constituted public agency of the State; and

WHEREAS, the Village has the authority pursuant to the 1970 Illinois Constitution (Art. VII Sec. 10) and the Illinois Compiled Statutes (5/ILCS 220/1-220/8) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the Village's jurisdiction; and

WHEREAS, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry of the Village which it serves; and

WHEREAS, in order to have an effective mutual aid agreement for law enforcement resources and services, the Village recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters; and

WHEREAS, the Village recognizes its need to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need, and the Village is prepared to enter into a mutual aid agreement for law enforcement services and

resources; and

WHEREAS, a public agency, being the Illinois Law Enforcement Alarm System (hereinafter "ILEAS") is a consortium of over nine hundred (900) local law enforcement public agencies established pursuant to the Constitution after September 11th to create a statewide law enforcement mutual aid organization; and

WHEREAS, the Village anticipates that the ILEAS Law Enforcement Mutual Aid Agreement (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, will be executed in counterparts with other public agencies thereby strengthening the resources available under the Agreement; and

WHEREAS, it is deemed necessary and desirable for the Village to execute the Agreement.

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

Section 1: That the corporate authorities hereby incorporate the foregoing preamble clauses into this Ordinance and make the findings as hereinabove set forth.

Section 2: That the ILEAS Law Enforcement Mutual Aid Agreement, a copy of which is attached hereto as Exhibit "A", is hereby approved.

Section 3: That the Mayor be and is hereby authorized and directed to execute on behalf of the Village and the Village Clerk is hereby authorized to attest to the signature of the Mayor on the Agreement and any and all other documents necessary to effectuate the Agreement.

Section 4: This Ordinance shall be in full force and effect upon its passage and approval in accordance with the law.

PASSED and APPROVED this 12th day of May, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS _____

ABSTENTIONS: _____

ABSENT _____

Exhibit "A"

The ILEAS Law Enforcement Mutual Aid Agreement

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. **Disaster** – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. **Emergency** – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. **Illinois Law Enforcement Alarm System** (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. **Initial Governing Board** – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. **Law Enforcement Personnel** – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. **LEMAA** – This agreement.

g. **Mutual Aid** – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. **Prior Mutual Aid Agreement** – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of "October 23, 2002" in the footer of the signature page (page 5).

i. **Prior Signatory Public Agency** – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. **Public Agency** – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. **Requesting Public Agency** – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. **Responding Public Agency** – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. **Signatory Public Agency** – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."

1. **Governing Board Composition and Voting.** The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
- 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
 - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
 - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a "coin toss" selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
 5. coordinate and provide a facility for training exercises and education;
 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
 - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
 - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
 1. It is a Public Agency under the laws of the State of Illinois.
 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation In LEMAA

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

- a. **Definition of Status** – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
 1. would be eligible to request or provide law enforcement mutual aid, and;
 2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. **Purpose of Non-Member Affiliate Status** – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. **Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.**
 - **A non-member affiliate may:**
 1. **send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;**
 2. **have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;**
 3. **at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.**
 4. **to the extent permitted by law:**
 - (a) **and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.**
 - (b) **and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.**
 - **A non-member affiliate, or its representative(s) may not:**
 1. **represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;**

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large:
 - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
 - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
 - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
 1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
 2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
 3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
 - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
 1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

- a. **Application of Law and Venue Provisions** - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. **Compliance with Laws** - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. **Lack of Waiver** - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. **Status of a Signatory Public Agency** – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. **Involuntary Termination of Participation in ILEAS** – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. **Immunities** - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. **No Third Party Beneficiary** -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. **Paragraph Headings** - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. **Severability** - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. **Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.**
- **As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.**
 - **As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.**
 - **Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.**
- k. **Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must**

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- l. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.**
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.**

Balance of this page is intentionally left blank before the signature page.

In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

Village of Willowbrook
Public Agency Name

By: _____ / _____
Legally Authorized Agent

Frank A. Trilla/Leroy R. Hansen
Printed Name:

Title: Mayor/Village Clerk

Date: May 12, 2014

State of Illinois)
County of DuPage) ss

Frank A. Trilla/Leroy R. Hansen, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

Notary Public

My Commission Expires:

Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubensee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

Exhibit B



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

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

AGENDA NO. 8
AGENDA DATE: 5/12/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

At the Village Board meeting on June 22, 2013, Chief Shelton made a presentation sharing the details of operational challenges the police department has experienced as a result of the department re-structuring that had occurred in 2011. The Chief's recommendation was that to enable the department to operate in the most efficient manner to provide the programming functions needed for the community, four (4) additional patrol officers should be hired, and two (2) current patrol officers should be promoted to sergeants.

The Village Board subsequently discussed the recommendation further at a special Goal Setting Workshop held on July 29, 2013. At that time, the Board agreed that two (2) additional patrol officers would be hired at that time along with two (2) promotions to sergeant. This would enable a one (1) sergeant to supervise each of the three (3) patrol shifts, with the use of Officers in Charge (OIC) on infrequent occasions when a sergeant is unavailable to work a shift. The added manpower will ensure the department can efficiently cover all shifts, and enable the conduct of department programs and functions that were difficult to complete given the current level of staffing. It was agreed that the addition of two (2) more patrol officer positions (for a total of four) would be considered during the upcoming budget review process with the intent that they would be hired after May 1, 2014.

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

During the FY 2014/15 Budget Review Process, it was agreed that to meet the needs of the department, one (1) additional patrol officer would be included in the budget and hired after May 1, 2014. The second officer would be hired through attrition as a vacancy develops.

Passage of the attached ordinance will serve to amend the Village Code of Ordinances to reflect the composition of the police department as having eighteen (18) patrol officers (as opposed to 17). The process of hiring of the new patrol officer will be completed by the Village Board of Police Commissioners (BOPC).

ACTION PROPOSED:

Pass the ordinance.

ORDINANCE NO. 14-O-____

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

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

SECTION ONE: That Title 5, Chapter 1, Section 5-1-1 of the Village Code of the Village of Willowbrook entitled "Creation and Composition of Department" is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

"5-1-1: **CREATION AND COMPOSITION OF DEPARTMENT:** There is hereby created a police department in and for the Village. The police department shall consist of one (1) chief of police who shall be the director thereof, one (1) deputy chief, three (3) sergeants, and eighteen (18) patrol officers."

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

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

PASSED and APPROVED this 12th day of May, 2014.

APPROVED:

Mayor

ATTEST:

 Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF A CANDIDATE TO FILL A VACANCY CREATED IN THE RANK OF PATROL OFFICER WITHIN THE POLICE DEPARTMENT

AGENDA NO. 9

AGENDA DATE: 5/12/14

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____

T. Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: _____

THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: _____

T. Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

During the FY 2014/15 Budget Review process, it was agreed that to meet the needs of the police department, one (1) additional patrol officer would be included in the budget and hired after May 1, 2014.

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

If the Board passes an ordinance (to be considered earlier on this meeting's agenda) amending the composition of the Willowbrook police department by adding one (1) new patrol officer position, formal direction must be given to the Village Board of Police Commissioners (BOPC) to effect the resulting new hire. If the prior amendatory ordinance is not passed by the Board this evening, the adoption of this resolution will not be required and should not be considered.

ACTION PROPOSED:

Adopt the Resolution, provided the prior amendatory ordinance to be considered is passed.

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC)
TO EFFECT THE ORIGINAL APPOINTMENT OF A CANDIDATE TO FILL A VACANCY
IN THE RANK OF PATROL OFFICER WITHIN THE POLICE DEPARTMENT

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of
Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is
hereby authorized to effect the original appointment of a candidate to fill a vacancy in the
rank of patrol officer within the police department.

ADOPTED and APPROVED this 12th day of May, 2014

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Hometown Newsletters Proposal

Voyager Media Publications
23856 Andrew Road Ste 104
Plainfield, IL 60585
815-436-2431 ext 103



Date: 3/6/14
Community: Willowbrook
Contact: Mayor Frank Trilla
Address: 7760 Quincy Street • Willowbrook, IL 60527
Phone: (630) 920-2234
E-mail: ftrilla@willowbrook.il.us

Description: Hometown Newsletters
Quantity: 4,500 (4,000 to homes; 500 to village news rack)
Pages/Format: 16 pages, Tabloid format
Pre-Press: Press ready, edited PDF files supplied by village.
Stock: 30# Newsprint
Color: 16 pages, 8 pages (2 plates) 4-color included
Insertion: 4,000 copies delivered in bag to porch of homes
Frequency: Monthly

INVESTMENT PER MONTH

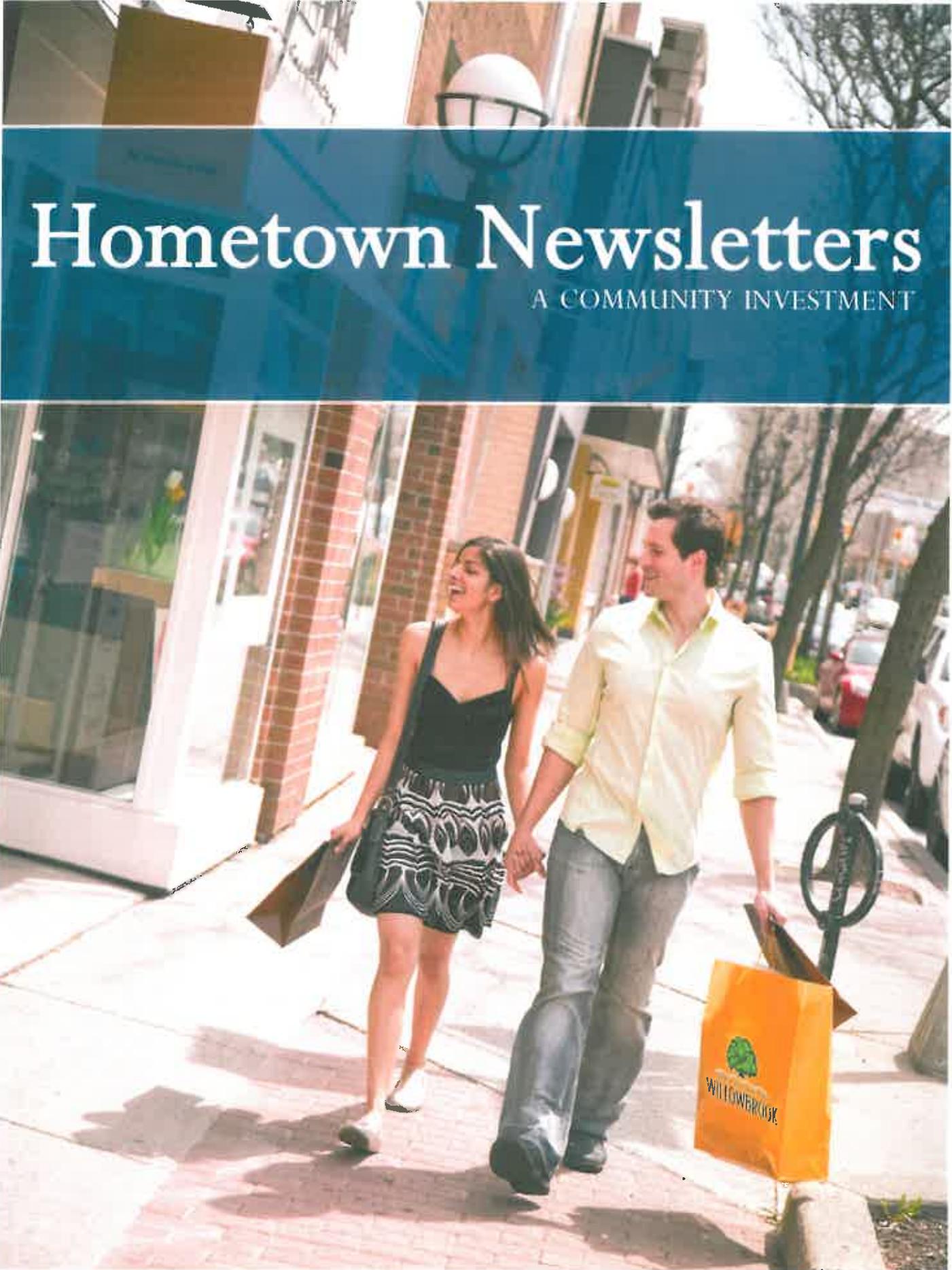
16-page layout		\$480.00
Print charge		\$899.45
Delivery (inc. bags)		\$600.00
Total monthly investment		\$1,979.45

Refer all questions to:

Michael James
VP Advertising & Marketing
(815) 436-2431 ext 103

Andrew Samaan
Production director
(815) 436-2431 ext 113

Lauren Crotteau
Marketing director
815-436-2431 ext 112



Hometown Newsletters

A COMMUNITY INVESTMENT

An informed community is a stronger community!

A challenge for many municipalities is how to communicate with the vast majority of its residents. This communication includes the interaction between community leaders and the residents they represent.



One of the best ways to keep everyone informed of important policies, deadlines, events and other local happenings is through a

Community Newsletter!

Voyager Media Publications will help you

CREATE

Our award-winning graphic studio and editors will help design and layout your newsletter with content you provide.

PRINT

We can help you keep your printing and digital online costs to a minimum

DELIVER

Reach all of the residents through an individually bagged product that is delivered directly to their home.

Don't let your important news get mixed up with junk mail.

E-edition added value

***Optimized PDF Version
provided to include
your newsletter PDF on
your website***

For details and rates, contact

Michael James

General Manager/VP Marketing and Advertising

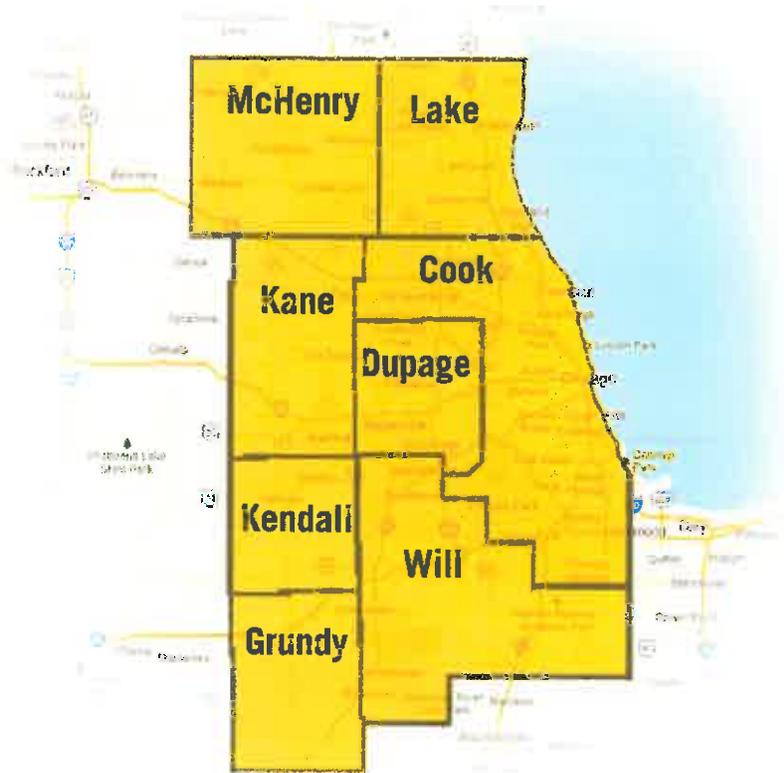
Voyager Media Publications

(815) 436-2431 ext 103 or

mjames@voyagermediaonline.com

Invest in your community

A village voice is a vital component to success in your community, promoting your unique hometown heritage in the way that is only possible from a grassroots perspective.



Voyager Media Publications, Inc.
Our Newspapers Work.

AVAILABLE TO COOK, DUPAGE, WILL, LAKE, MCHENRY, KANE, KENDALL & GRUNDY COUNTIES

You decide how often your newsletter is delivered

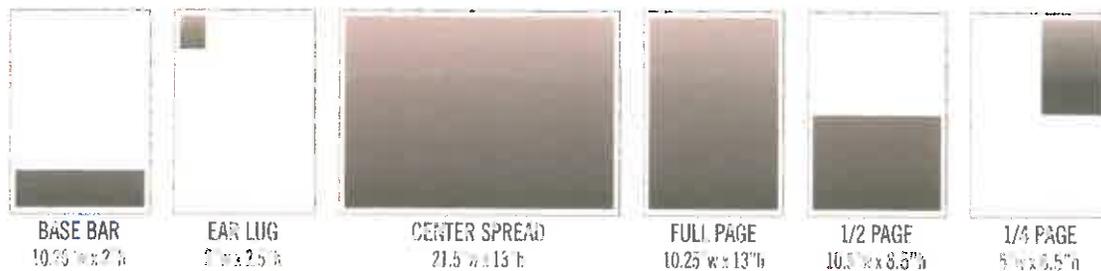
As often as twice a month or as little as 2x a year!

CHOOSE YOUR PAPER STOCK & FREQUENCY

PAPER OPTIONS	SEMI-ANNUALLY	QUARTERLY	SEMI-MONTHLY	BI-MONTHLY	MONTHLY
30# Newsprint					
35# Premium 80					
Frequency	2x/yr	4x/yr	6x/yr	2x/mo	1x/mo

GAIN REVENUE WITH DISPLAY ADVERTISING

Possible ad sizes available to offer within newsletter. Revenue recapture or revenue gain opportunity based on your original investment. Suggested selling rates can be supplied.



TESTIMONIALS

Molly Keane

PUBLIC INFORMATION & MANAGEMENT ASSISTANCE, VILLAGE OF WESTCHESTER

"Over the past three years the Village of Westchester has been working with Voyager Media to produce our monthly newsletter and our experience has been continuously positive. They have assisted us in providing our community with a unique publication which our residents and businesses look forward to each month. I would recommend them to any municipality looking to expand their newsletter production for their community."

Sam D. Pulia

VILLAGE PRESIDENT, VILLAGE OF WESTCHESTER

"The newsletter has been received very positively by all of the citizens of Westchester. In fact, if the newsletter were to no longer be produced, I believe the residents would not. We were fortunate to find Voyager Media three years ago and ever since, they have been able to provide us with a quality product unattainable through other publishing companies."

Tim Halik

Subject: FW: Willowbrook Question

From: Garvey, Susan [IRMA]
Sent: Friday, April 18, 2014 4:41 PM
To: Garrett Hummel
Cc: Tim Halik
Subject: RE: Willowbrook Question

Hi Garrett,

I am not aware of any of our members who publish a Village newspaper (except now Westchester) so consequently, I am not aware of any liability claims involving village newspapers. Clearly, there is the risk of a libel or slander action as a result of what is published in the newspaper. However I also see an additional exposure arising from a 1st Amendment /political perspective. The mostly likely scenario would revolve around political campaigns and elections specifically if, during an election, the officials are writing articles or editorials espousing their views on an issue. A candidate running against them may claim that the official is using Village resources to campaign for re-election. Also, they may demand that they are entitled to equal opportunity to the newspaper. If that is denied, there is a potential for an argument that their rights were abridged. I don't see either of these exposures as significant but they are certainly exposures that should be considered if the Village moves forward. And if the Village does move forward these exposures should always be considered when articles or editorials are being submitted for publication.

If you wish to discuss further, please do not hesitate to call.

Susan

Susan M. Garvey

Director of Legal Services

Intergovernmental Risk Management Agency

This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this information in error, please notify us immediately by telephone and return the original information to us via the U.S. Postal Service. Thank You.

From: Garrett Hummel [<mailto:ghummel@willowbrook.il.us>]
Sent: Wednesday, April 16, 2014 4:31 PM
To: Garvey, Susan
Cc: Tim Halik
Subject: Willowbrook Question

Hi Susan,

Our Village Administrator, Tim Halik, wanted me to reach out to you regarding an issue which recently came up here in Willowbrook. Willowbrook's Mayor is interested in starting a Village newspaper which will contain a variety of articles (including editorials) written by Village elected officials such as the Mayor and Village employees. The type of publication being proposed is similar to a Village newspaper currently published by the Village of Westchester. Tim wanted to know if IRMA had any concerns related to increased exposure regarding a venture such as this. Tim had mentioned he had heard of another community being sued for libel with respect to an editorial published in a Village newspaper. The project is only in the conceptual stage at this point but we would appreciate any information you can provide on the topic. Please let me know if you have any questions.

Thank you,

Garrett Hummel
Management Analyst