



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

## 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

## AGENDA

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON MONDAY, AUGUST 11, 2014, AT 6:00 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. APPROVAL OF MINUTES – July 14, 2014 Regular Meeting of the Municipal Services Committee
4. DISCUSSION – 2014 Illinois State Plumbing Code
5. DISCUSSION – Illinois DCEO Grant: LED Streetlight Replacement Project
6. REPORT – Municipal Services Department:
  - a. July Monthly Permit Activity Report
  - b. June Water System Pumpage Report
  - c. June & July Monthly Mosquito Abatement Reports
7. VISITOR'S BUSINESS  
(Public comment is limited to three minutes per person)
8. COMMUNICATIONS
9. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL  
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,  
JULY 14, 2014 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:02 PM.

2. ROLL CALL

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

3. APPROVAL OF MINUTES

After review of the draft minutes from the May 12, 2014 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – New Village Hall Renovation Project – Bid Results

Administrator Halik shared with the Committee that the Village published a public notice on June 6th advertising for bids for the renovation of the 835 Midway Drive building to serve as the new Village Hall offices. The deadline to submit bids was Monday, June 23, 2014 at 2:00 PM. Halik advised that thirteen bids were received prior to the deadline, which were opened and publicly read aloud. The architect's construction bid estimate for this project was \$1,431,000. Halik advised that the bid tabulation sheet was included in the Committee packet. The bids ranged from a low of \$1,409,000 to a high of \$1,607,371. The low bid of \$1,409,000 was submitted by FBG Corporation of Elmhurst, IL, which is the same firm that was awarded the contract in 2008 for the construction of the new public works facility located on Willowbrook Centre Parkway. Halik advised that both staff and Williams Architects conducted reference and background checks and have determined that FBG is in good standing and has satisfactorily performed work of this nature and scope, including the prior Willowbrook project. Halik also shared that the bid specifications provided for alternate pricing of two options, in case cost-cutting would be necessary. Halik recommended that, given the low base bid price, both be accepted. Alternate One is a \$7,180 extra to stain the existing brick façade of the building, and Alternate Two is a \$15,400 extra to install automatic push-button door openers for added accessibility. The addition of these two items will bring FBG's bid price to \$1,431,580, which is only \$580 higher than the base bid price we had expected. Both Chairman Mistele and Trustee Berglund agreed that both alternates should be accepted. Halik reminded the Committee that in addition to the main construction work done by FBG, there will be several other costs associated with construction of this project, including computers and phones, furniture, and possible miscellaneous items. Based upon the Village project budget of \$1,700,000, within the L.A.F.E.R Fund, there will be adequate funding available to cover both these anticipated additional expenses and provide a comfortable contingency amount to cover unforeseen conditions or plan alterations. Therefore, staff is recommending that the construction contract for this project be awarded to FBG Corporation. The Committee concurred with the staff recommendation.

5. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for both May and June 2014. The Village has taken in slightly over \$12,000 in permit revenue for the month of May, and about \$8,500 in the month of June. Halik advised that in total for the first two months of fiscal year 2014/15, the Village has received approximately 12% of the anticipated FY2014/15 budgeted revenue.
- b. Administrator Halik shared the water system pumpage reports, and advised that he had included two separate reports in the packet in order to depict the final report numbers for FY2013/14. The final FY 2013/14 report indicates that the Village pumped a total of 384,695,000 gallons throughout the year. This is about 10 million gallons, or about 3%, less than we had anticipated. The second pumpage report reflects that we have pumped a total of 29,547,000 gallons in May, the first month of FY2014/15. Halik also indicated that given we missed our pumpage projection by about 3% for FY2013/14, he has lowered the FY2014/15 projection from 395,000,000 gallons to 385,000,000 gallons. Halik indicated that several factors played a part in the decision to lower the projection including missing last year's projection, and the continuing trend of water conservation likely due to price increases. However, Halik indicated that he could always change the projection for FY2014/15 if the Committee wanted to. The Committee felt the 385,000,000 gallon pumpage projection for FY2014/15 was appropriate at this time.
- c. Administrator Halik shared the May 2014 Mosquito Abatement Report. Halik called attention to the light trap count totals on page two of the report and noted that so far counts have been low. However, both Clarke and the Village staff closely monitor conditions throughout the mosquito season to jointly determine if and when Village-wide ULV treatments may be necessary to control mosquito populations, especially during the West Nile Virus season in July and August.

6. VISITOR'S BUSINESS

(None)

7. COMMUNICATIONS

(None)

8. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:25 PM.

(Minutes transcribed by: Tim Halik, 8/6/14)

**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**COMMITTEE REVIEW**

**DISCUSSION –  
2014 ILLINOIS STATE PLUMBING CODE**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

August 11, 2014

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Discussion Only | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)  |
| <input type="checkbox"/> Seeking Feedback           | <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) |
| <input type="checkbox"/> Regular Report             | <input type="checkbox"/> Report/documents requested by Committee  |

**BACKGROUND**

At the May 2014 Illinois Plumbing Inspectors Association (IPIA) meeting, Mr. Justin Dewitt, Chief of the Illinois Department of Public Health (IDPH) Plumbing Program, announced to members in attendance that a new Illinois State Plumbing Code was adopted on April 24, 2014. He advised that the state does not plan on printing new code books, and an online version was not yet available (the new code is reported to be 460 pages in length). Mr. Dewitt's announcement at the IPIA meeting came as a surprise to municipalities, since we were not aware that the state was working on code revisions. On June 12, 2014, Willowbrook's contracted plumbing inspector received notice from Illinois Plumbing Inspector that effective immediately, no local amendments to the 2014 Illinois Plumbing Code will be allowed.

The Illinois Plumbing License Law (225 ILCS 320, et. seq.) provides the state's minimum plumbing code standards. The Act also allows municipalities to locally amend these standards to make them more restrictive, provided the amendments are submitted to the Illinois Department of Public Health (IDPH). Historically, when Willowbrook adopts a new version of its plumbing code, the current version of the state plumbing code (i.e., model code) serves as the base template, and various local amendments are inserted. The proposed local amendments are always sent to the IDPH before adoption. Willowbrook does not enforce too many local amendments to the state plumbing code – thirteen (13) areas in total have been modified (summary attached). However, we believe our local amendments are important in order to properly regulate the built environment within our community. Our local amendments include: increased protection of potable water (Willowbrook owns and maintains its own public water system under an IEPA permit), increased plumbing vent size requirements, and allowed plumbing material restrictions. With regard to materials, one of the most notable amendments is that Willowbrook does not allow plastic tubing as a permissible water distribution piping system in structures, which is allowed in the state code. We, instead, require copper. For several reasons, we believe copper to be superior to plastic, and other inferior water piping systems now available on the market.

Faced with the potential loss of our ability to enforce local amendments to the state plumbing code, municipalities began to ask questions and pose objections. The IDPH seemed to "walk-back" some of their earlier statements regarding local amendments being outright not allowed, and responded that they have developed a new procedure for submitting proposed local amendments (see attached). However, they also advised that any proposed local amendment with regard to material substitutions must be backed by scientific reasoning.

**REQUEST FOR FEEDBACK**

It was our desire to have our contracted plumbing inspector continue to enforce our local amendments to the state plumbing code until such time as we can submit our local amendments for approval, and adopt the new state plumbing code (once it is available). However, our plumbing inspector contacted the IDPH and was advised that effective April 24, 2014, the new state plumbing code must be enforced as written (i.e., no local amendments). According to the IDPH, failure to do so could result in a \$5,000 fine to both the municipality and the plumbing inspector, and the potential revocation of the plumbing inspector's state license (please see attached letter dated July 21, 2014). So, as it stands at the present time, it seems that our existing local amendments to the 2004 state plumbing code have been nullified by the IDPH. We, therefore, have no regulatory authority to enforce our own plumbing material requirements, including the use of plastic tubing as water distribution piping.

**STAFF RECOMMENDATION**

Staff recommends that we draft our proposed local amendments to the 2014 state plumbing code, and submit those amendments to the IDPH for approval, as required.



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.idph.state.il.us](http://www.idph.state.il.us)

## Plumbing Ordinance Approval Process

For

Units of Local Government

Pursuant to the Illinois Plumbing License Law (the "Act"; 225 ILCS 320, et. seq.) and the Plumbers License Code (the "Code"; 68 IL. Admin. Code 750.800), units of local government which intend to administer a plumbing program and to adopt an ordinance(s) regarding plumbing should seek the advice and approval from the Illinois Department of Public Health. In order to process such requests, such units must complete and submit the attached form with a draft copy of the proposed ordinance, in advance of any formal adoption of an ordinance regarding plumbing as it is defined in the Act. No ordinance should be adopted prior to receiving tentative approval, in writing, from IDPH in contravention of the Act and the Code.

Upon receipt of the form and proposed ordinance, IDPH will review submittals for completeness within 15 business days. Incomplete or improper submittals may result in the form being returned to the submitting jurisdiction with deficiencies noted. Properly completed submittals will then be subject to a substantive review in receipt order. Substantive reviews which require additional clarification, information, justification or necessary modification, will be handled by IDPH through email communication with the submitting jurisdiction.

If the proposed ordinance tentatively meets the requirements under the Act and Code, IDPH may issue a tentative approval to the submitting jurisdiction. The tentative approval by IDPH would provide the submitting jurisdiction a preliminary endorsement that the proposed ordinance meets the requirements under the Act and Code, so it may elect to proceed with formal adoption at the local level of the proposed ordinance. Subsequent to local passage of the proposed ordinance, the unit of local government should submit the duly adopted ordinance, exactly matching the ordinance presented to IDPH in the tentative approval process, and passed consistently with that jurisdiction's procedures, to IDPH for formal approval of the ordinance. In the event IDPH approves the ordinance, it will provide for a formal **effective date** to the submitting jurisdiction which may then implement the ordinance consistently with the Act and the Code (subject to the provisions of 68 IL Admin Code 750.800).

### Instructions for completing IDPH form

1. Complete Part I for all submittals. A draft ordinance which expressly adopt the Illinois Plumbing Code in its current form, without addition, modification, exception or amendment, may be submitted with the form marked "N/A" all others must complete Part II of the form to be considered for response.
2. Complete Part II by:
  - a. Inserting proposed ordinance language by subsection or section in the first column under the heading "Proposed Ordinance Language." Only one specific amendment, exclusion or exception may be entered per row.
  - b. Inserting the purpose of the proposed language in the second column under heading "Purpose." Provide in common terms the specific goal or purpose of the proposed amendment, exclusion or exception. (i.e. What is the effect of the language?)
  - c. Inserting the justification for the proposed amendment, exclusion or exception with specific details as to why it is required, what public health risk it addresses and in what way the Illinois Plumbing Code does not already address the same issues. Scientific or technical documentations should be attached separately to support any such claims made. (How are public health requirements of the State maintained through this exception? Why does the jurisdiction require or need this exception? How is this exception necessary for the jurisdiction versus another?)
3. Submit the proposed ordinance as it would be considered by the controlling body of the unit of local government, along with a statement from its duly appointed or elected President or Mayor, requesting consideration of the proposed ordinance.

Failure to comply with these instructions may result in rejection of the proposed ordinance and will delay the approval process.

All documents should be submitted electronically to [dph.plumbing@illinois.gov](mailto:dph.plumbing@illinois.gov) and any questions should be directed to the Plumbing Program at 217-782-5830.

# Illinois Department of Public Health Draft Ordinance Submittal Form

**Part I**

Organization Name \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, State and ZIP \_\_\_\_\_  
 Contact person \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**N/A-** Submitter certifies that 77 IL Admin Code 890 is proposed to be adopted by reference without modification, exception or additions by the submitting unit of local government.

**\*\*If marked N/A, do not complete Part II of this form**

**Part II**

Proposed Ordinance Language	Purpose	Justification

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

Tentatively approved       Denied in part (see IDPH response)       Rejected

**T.P.I. BUILDING CODE CONSULTANTS, INC.**  
7N262 W. Whispering Trail/St. Charles, IL 60175  
**Phone [630] 443-1567**  
**Fax [630] 443-2495**

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July 21, 2014

Mr. Tim Halik  
Village of Willowbrook  
7760 Quincy  
Willowbrook, IL 60527



Re: 2014 Illinois Plumbing Code

Dear Mr. Halik,

As discussed in our phone conversation on July 21, 2014, plumbing inspectors are being directed by the Illinois Department of Public Health, Plumbing Department, to enforce the 2014 Illinois Plumbing Code as written. Amendments to the Illinois Plumbing Code will be re-evaluated by the Illinois Department of Public Health Plumbing Department, and must have scientific reasoning for deleting a material allowed by the Illinois Plumbing Code.

According to the Illinois Department of Public Health, failure to comply could result in five thousand dollar fines to both the municipality and the plumbing inspector. I have also been informed by State Plumbing Inspector, Joe Sperando, that the Illinois Plumber's State license could be revoked as well.

Unless otherwise directed by the Village of Willowbrook, we will enforce the 2014 Illinois Plumbing Code as written until approved amendments have been obtained. T.P.I. will continue to work with the Village to uphold the standards you have worked long and hard to maintain.

As always, we will value the working relationship we have with the Village and will continue to work in the best interest of the Village of Willowbrook.

Sincerely,

Steve J. Tisinai



You are invited to our next

# Training and Certification Program Meeting

Support you can rely on. Training you can trust.

July, 2014

Issue 8, Number 7

## Tri-County Chapter 2

Our training and certification program focuses on developing knowledge of the Illinois State Plumbing Code

### Board of Directors

Gerald Tienstra

John Peterocelli

### Officers:

Reggie Coutant  
President

Bob Normoyle  
Vice President

David Dertz  
Secretary

Bob Krupske  
Treasurer

### Membership Applications

Pick up a 2014 membership application at the monthly meetings, or contact Bob Krupske, [Bobkrupske@yahoo.com](mailto:Bobkrupske@yahoo.com) or David Dertz, [daviddertz@aol.com](mailto:daviddertz@aol.com)



**Topic:** New state plumbing code has arrived!  
**Plumbing Code Q&A by Reggie Coutant**

**When:** July 30th, 2014

Check-in: 6:30  
Meeting Start: 7:00 pm

**Where:** 191 South Restaurant  
10160 W 191<sup>st</sup> Street  
Mokena IL

**Bring:** 2004 Illinois Plumbing Code Book  
Hi-lighter  
Pen or Pencil  
Notepad

## Continuing Education Hours

Attendance equals one hour of Continuing Education.

To maintain your Certified Inspector's License you are required to receive a minimum of 14 CEUs, 6 of which need to be state issued. Licensed journeymen plumbers need a minimum of 4 hours of continuing education each year to renew their license.

To review your hours go to:

[www.idph.state.il.us/envhealth/plumbing.htm](http://www.idph.state.il.us/envhealth/plumbing.htm)

## Help our Association Grow!

Spread the word and bring a friend to the next meeting. Please print or forward this email to a friend or acquaintance.

Contractors are always Welcome!

## Other News You Can Use

### What Happened at the Last Meeting?

Justin DeWitt from IDPH came to our meeting to again inform everyone that the new state code is the official law of the land. NO municipal amendments are currently allowed in Illinois with the exception of the city of Chicago. Thanks Justin!

A round table discussion and worksheets of the **NEW** state plumbing code. We had some great code questions from the floor. Thanks to everyone for participating and having some great questions for all.

There was a town hall meeting at union hall in Chicago where Justin DeWitt the chief of IDPH plumbing program has stated that **NO** municipal amendments currently existing in Illinois for plumbing and only the **NEW** state plumbing code is to be enforced. Any certified plumbing inspector not enforcing **ONLY** the new plumbing code can and will be subject to disciplinary actions from the state.

You must download a specific form from IDPH to submit any municipal amendments to the state plumbing code for approval.

### New code enforcement laws you should know:

**SB-3406** Requires that for code violations, the inspector **MUST** include specific information on the violation report. (i.e.: the code section and reason for violation, where the violation takes place)

**SB-3724** states the 2012 IECC (International Energy Conservation Code) took effect on January 1, 2013

**HB 4665** will make it mandatory to install a Radon system in every new single family home built after June 1<sup>st</sup> 2013.

## UPCOMING EVENTS

Paul McCulloch from **UPONOR** will be out for the August meeting to certify the Tri-county chapter on their product. Pex tubing is approved throughout Illinois with the exception of Chicago per IDPH.

The plumbing licensing code is currently up for public comment. Log onto IDPH web site to make your comments and suggestions known.

Is there a fee increase in the future for plumbing licenses and testing?

The Kankakee chapter of IPIA will now hold its meetings on the 2<sup>nd</sup> Wednesday of each month starting at 6:30pm located at Beff-O-Brady's at 547 Main Street, Boubonnais, IL

The Fox Valley Chapter of IPIA will hold its meeting on Tuesday July 30<sup>th</sup> at Mother's Pancake House 2290 W. Galena, Aurora, IL at Noon.

### July's plumbing code bonus question:

Is a variance allowed on new building construction?

**T or F?**

Section 320, 750 or 890

Paragraph

Page

### It's Here, A new State Plumbing Code!!

IDPH finally put the new Illinois Plumbing Code up on their website as a printable version. There are two versions on the site; one that is an 8-1/2 X 11 that you have to access a section at a time and a "Green Book" version that you can scroll through. Here is the link for the "Green Book" version:  
<http://www.idph.state.il.us/envhealth/pdf/SOS%20Official%20Version%20Part%20890%20Plumbing%20Code%20A5%20Paper%206%2018%2014.pdf>

Special thanks to Bev Potts of PHCC for this important update, Thanks Bev, great job as always!



If you have a code question or comment, **Please** email your question to Reggie or David or write it down and bring up the issue at our next meeting. Together we all can make sure you have the correct answer and where to locate the answer in your code book in the future.

Remember this is **YOUR** organization, become an active partner to help the IPIA grow. We had a great round table discussion at the last meeting, let's keep it up!

**June's 50/50 winner** was Gene Lode, congratulations Gene, great job!!

## Tim Halik

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**From:** JoAnne Tisinai [REDACTED]  
**Sent:** Thursday, June 12, 2014 10:08 AM  
**To:** Tim Halik; Roy Giuntoli  
**Subject:** Illinois Plumbing Code

**Categories:** Red Category

Dear Tim and Roy,

Per our conversation, T.P.I. has been notified by State of Illinois Plumbing Inspector, Joe Sperando, that effective immediately, no amendments will be allowed to the 2014 Illinois Plumbing Code. Please let us know if you have any questions.

Thank you,  
Steve J. Tisinai  
T.P.I. BUILDING CODE CONSULTANTS, INC.  
(630)443-1567

## Tim Halik

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**From:** JoAnne Tisnai [REDACTED]  
**Sent:** Monday, May 05, 2014 11:26 AM  
**To:** Tim Halik  
**Subject:** FW: New Illinois state plumbing code

**Categories:** Red Category

Tim,  
Attached is info you need for the IL Plumbing Code changes.  
JoAnne

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### **Subject:** New Illinois state plumbing code

It has finally arrived after years of waiting, Justin Dewitt the "chief" of the Illinois dept. of Public Health Plumbing Program announced at the IPIA May meeting that the NEW Illinois state plumbing code is officially here as of April 24, 2014.

The new code is 460 pages of new and updated information and it set to be available online at the Illinois Sec. of State web site around May 9<sup>th</sup>, 2014 and later on IDPH's web site.

There is talk of town hall style classes to be held later this summer on the new state plumbing code and as soon as I receive any information on the classes, I will be sure to pass it along.

As of right now, the state does NOT plan to print out new code books. The code is set to only be available online and it will now be the plumbers responsibility to access the code and it will be available to print out their own copy of the code, either themselves or have their local printer such as Kinko's, office depot, staples, ect. to print out a copy or just keep the link on their computer/smartphone to access the code.

According to Justin, ALL local amendments to the state plumbing code are void and if a village or municipality would like to keep or add any amendments they are required to be submitted (as in the past) for approval to IDPH. Justin made the statement that NO municipality (with the exception of City of Chicago) has submitted any code change that has been approved by IDPH since he has taken control of the department. Since this is a new code any municipality is that would like to add their amendments in addition to the state plumbing code, he is willing to hear and review all of them.

Government units may adopt a minimum code of standards at least as stringent as the state plumbing code under section 225ILCS 320/36 of the plumbing Lisc law. (page 11-31) but only if they submit the changes to IDPH. [Click here: 225 ILCS 320/ Illinois Plumbing License Law.](#)

Section 750.800 (page LC/750/33) of the Illinois plumbing license code Paragraph d) states at least every 3 years ANY village ordinance stricter than the state plumbing code MUST be approved by the dept. of Public Health in writing. [Click here: Section 750](#)

Since the new code is currently still unlisted, be sure to check with your local plumbing inspector before starting any plumbing project.

The bad news is that the "green plumbing" provisions for gray water, rain water and other green provisions have NOT been added to this code cycle. Any "green" plumbing to be installed in the state of Illinois must be approved ONLY by the Illinois Dept. of Public Health.

Another item of interest to all, is the state is planning of raising the fees for license's and testing. Total increases have yet to be determined and they will be posted on IDPH web site ASAP.

#### **4-2-24: PLUMBING CODE ADOPTED:**

1. (Page A-26) Section 890.170 Sewer and/or Water Required.

Section 890.170 Sewer and/or Water Required. Every building erected subsequent to the date of the adoption of this chapter with an installed plumbing system and intended for human habitation or occupancy located on premises adjacent to or abutting a public water line and public sanitary sewer line shall have a connection made to the public water and public sewer system. If public water and/or sewers are not available, a well and/or private sewage disposal system may be permitted only upon specific approval of the DuPage County health department. Private water wells shall be constructed in accordance with the requirements of the "Illinois water well construction code" (77 Ill. Adm. Code 920) and the private sewage disposal system shall be constructed in accordance with the requirements of the "Illinois Private Sewage Disposal Code" (77 Ill. Adm. Code 905).

2. (Page H-2) Section 890.1020 Material and Size.

... Flexible plastic tubing or soft copper are not permitted for indirect wastes.

3. (Page I-1) Section 890.1130 Protection to Potable Water, c) Backflow.

c) Backflow. A Reduced Pressure Zone (R.P.Z.) will be required on all new commercial buildings on both the fire and domestic water service.

4. (Page I-14) Section 890.1190 Water Supply Control Valves and Meter.

a) A full port shut-off valve shall be located near the curb or property line. In addition, an accessible balltype shut-off valve shall be provided inside near the entrance of the water service pipe into the building, and also on the alternate side of the public water meter.

5. (Page K-1) Section 890.1410 Materials.

c) Refer to Village of Willowbrook chart indicating approved materials for piping (see #15 below).

6. (Page K-2) Section 890.1440 Vent Terminal Size.

... All vent terminals, regardless of size, shall be increased by at least one inch (1").

7. (Page K-2) Section 890.1440 Vent Terminal Size.

890.1440(c) Size of Individual Vents. The diameter of an individual vent shall not be less than one and one-half inch (1 1/2") or less than one-half (1/2) the diameter of the drain to which it connects. Water closets shall have not less than a two inch (2") vent

8. (Page K-5) Section 890.1500 Installation of Wet Venting. Delete in its entirety.
9. (Page K-6) Section 890.1520 Circuit and Loop Venting. Delete in its entirety.
10. (Appendix A/Page-3) Section 890 Appendix A- TABLE A: Approved Building Drainage/Vent Pipe. Delete this section in its entirety and in lieu thereof substitute the Village of Willowbrook chart indicating approved materials for piping (see #15 below).
11. (Appendix A/Page-7) Section 890 Appendix A- TABLE A: Approved Materials for Water Service Pipe. ...substitute the Village of Willowbrook chart indicating approved materials for piping (see below) and add: Minimum 5'-6" of cover on all outside water mains/services is required.
12. (Appendix A/Page-9) Section 890 Appendix A- TABLE A: Approved Materials For Water Distribution Pipe. ... substitute the Village of Willowbrook chart indicating approved materials for piping (see below).
13. Approved Materials for Piping Chart:

<b>VILLAGE OF WILLOWBROOK</b>		
<b>APPROVED MATERIALS FOR PIPING</b>		
<b>MATERIAL TYPE:</b>	<b>RESIDENTIAL</b>	<b>COMMERCIAL</b>
<b><u>UNDERGROUND W &amp; V</u></b>		
Cast Iron Soil	X	X
PVC Schedule 40-(No Cell Core)	X	X
<b><u>ABOVE GROUND W &amp; V</u></b>		
Cast Iron Lead Jts	X	X
Cast Iron No Hub	X	X
Galvanized Pipe	X	X
PVC Schedule 40	X	X
<b><u>ABOVE GROUND STORM</u></b>		
Cast Iron Lead Jts	X	X
Cast Iron no Hub	X	X
Galvanized Pipe	X	X
PVC Schedule 40	X	X
Copper Type M, L, & K	X	X
<b><u>UNDERGROUND WATER</u></b>		
Ductile Iron Class 52	X	X
Copper Type K	X	X
<b><u>ABOVE GROUND WATER</u></b>		
Copper Type L	X	X
Copper Type K	X	X
<b><u>MINIMUM SIZE</u></b>		
Underground Waste	4"	4"
Underground Vents	2"	2"

Revised 04/07/08

(C) Additional Standards and Specifications:

1. Where a public water supply is used to serve as the water supply for a private automatic fire sprinkler system, a separate and independent water tap onto the water main shall be utilized. The water tap for the fire sprinkler system shall be made a minimum of ten feet (10') horizontally from the domestic water tap, and shall extend to an exterior valve vault prior to continuing into the building. The valve vault shall be made fully accessible and contain an approved valve which will shut off the water supply to the fire sprinkler system if required. The incoming water service for the fire sprinkler system shall enter the building separate from the domestic water service, and shall be provided with all necessary backflow prevention and valve assemblies as are required for a fire sprinkler system water supply. (Ord. 97-O-13, 5-27-1997)

Exception: When specifically approved by the director of municipal services, a single tap onto the public water supply will be allowed serving both domestic and fire sprinkler systems when the service tap is extended to an exterior valve vault where it is then separated and each service is supplied with an approved shut off valve. Each separate valve must be adequately labeled within the vault to distinguish between the domestic and fire sprinkler system. Each separate water service shall then continue into the building. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

2. All fire suppression systems installed subsequent to the date of the adoption of this chapter shall be equipped with a fireflow meter of a size and type approved by the village of Willowbrook water department.
3. No pipe, sprinkler head, valve or any other portion of any lawn sprinkling system shall be located in or upon any public right of way or in any easement. (Ord. 97-O-13, 5-27-1997)

Notwithstanding any provision contained in the previous paragraph to the contrary, sprinkler heads, and pipes leading thereto, may be located in or upon public rights of way or easements, provided that all portions thereof shall be located not more than six feet (6') from the property line, the final location being subject to the approval of the director of municipal services; and further provided that the owner of the sprinkler system shall first have executed a written release in favor of the village in the form acceptable to the director of municipal services. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

4. Water efficient measures:

(a) The installation of the following water efficient plumbing fixtures (based on a pressure at the fixture of 40 to 50 psi) shall be required in all new construction and in all repair and/or replacement of fixtures or trim:

<u>Fixtures</u>	<u>Maximum Flow</u>
Water closets, tank type:	1.6 gal. per flush
Water closets, flushometer type:	3.0 gal. per flush
Urinals, tank type:	1.6 gal. per flush
Urinals, flushometer type:	3.0 gal. per flush
Shower heads:	3.0 gal. per minute
Lavatory, sink faucets:	3.0 gal. per minute

(b) If an air conditioning system is installed, all closed system air conditioning shall be required in all new construction and in all new remodeling.

(c) All newly constructed or remodeled car wash installations shall be equipped with a water recycling system, unless otherwise permitted by the DuPage County Department of Environmental Concerns and approved by the Director of Municipal Services or his designee.

5. All commercial and residential plumbing installations, repairs, alterations and replacements must be performed by a licensed plumber.
6. Prior to the issuance of a plumbing permit all Plumbing Contractors working within the Village of Willowbrook must furnish the Department of Municipal Services with a copy of:
  - o Illinois Plumbing Contractors Registration
  - o A letter of intent which is site specific with Corporate Seal or Notarized, if not a Corporation Contractors Registration

(Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

7. In the case of improvements on residential, commercial or industrial buildings or property, the issuance of a plumbing permit is required to make the following repairs, replacements or changes:
  - (a) Conversion from galvanized water piping to copper.
  - (b) Addition of any plumbing fixture.
  - (c) Replacement of boiler or water heater.
  - (d) Installation or conversion to overhead sewer system or antiflood system.
  - (e) Underground lawn sprinkling systems.
  - (f) Plumbing changes or additions to any part of the waste, vent, water piping or sewer system.

8. All plans must be reviewed and approved by the Village of Willowbrook Building Official. All installations must be approved by the Village Plumbing Inspector in the field. (Ord. 97-O-13, 5-27-1997)
9. Whenever reinspections are required because of inaccurate or incorrect information on the plan or face of the application for permit, or because of a code violation or faulty construction, a fee shall be charged in accordance with the Department of Municipal Services fee schedule.
10. Work without benefit of a Permit: When work requiring a permit has been started prior to the issuance of such permit, the permit fee shall be double the amount of the standard permit fee. However, in no instance shall the fee for a permit issued under these circumstances exceed the standard permit fee by an amount in excess of:
  - (a) Residential districts: Two hundred dollars (\$200.00).
  - (b) Nonresidential districts: Five hundred dollars (\$500.00).
11. All new residential and nonresidential structures shall have a ball valve installed on both sides of the public water meter.
12. In new construction, hose bibs shall be equipped with an approved vacuum breaker.
13. Retail and commercial establishments, larger than ten thousand (10,000) square feet in gross floor area, shall have bathroom facilities as required by the Illinois state plumbing code that are directly accessible to the general public and handicapped individuals. The entrances to said bathroom facilities shall be located in that portion of the commercial facility open to the general public and shall be clearly designated by highly visible signage. No entrance to a bathroom facility shall be located within an exterior wall of a commercial building.
14. Minimum 120 degree hot water will be required at all fixtures designed for hot and cold water. Exception (public lavatories, showers, and tub and shower combinations).
15. A safe pan will be required for water heaters, furnaces and clothes washers located above living/occupied areas.
16. All buildings required to have men and women public bathrooms shall provide a high/low drinking fountain.
17. Any dwelling containing any floor (including basement floors) below grade at foundation is required to have an overhead sewer. All fixtures located below grade shall drain to an ejector pit with pump. Approval of the Building Official shall be required for any other type of installation.
18. Water distribution piping for underground lawn sprinkler systems may be PVC, CPVC, polybutylene, or polyethylene plastic. (Ord. 97-O-13, 5-27-1997)

(D) Backflow Prevention:

1. Cross Connection Prohibited:

(a) Cross connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where, as approved by the Department of Municipal Services, suitable protective devices such as the reduced pressure zone backflow preventer or equal are installed, tested and maintained to ensure proper operation on a continuing basis. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(b) To protect the public water system from contamination due to contaminants through the water service connection into the public water system, a program of inspection and regulation shall be provided. (Ord. 97-O-13, 5-27-1997)

(c) The Director of Municipal Services, or his designated agent, who shall be either a licensed plumber or an approved Cross Connection Control Device Inspector, shall inspect the plumbing in every building or premises served by the public water system as frequently as in his judgment may be necessary to ensure that such plumbing has been installed and maintained in such a manner as to prevent the possibility of pollution of the water supply of the village. The Director of Municipal Services shall notify or cause to be notified in writing the owner, or authorized agent of the owner of any such building or premises, to correct, within a reasonable time period set by the Director of Municipal Services, any plumbing installed or existing contrary to or in violation of this section, and which, in his judgment, may therefore permit the pollution of the village water supply, or otherwise adversely affect the public health.

(d) The Director of Municipal Services, or his designated agent, who shall be either a licensed plumber or an approved cross connection control device inspector, shall have the right of entry into any building during reasonable hours for the purpose of making inspection of the plumbing systems installed in such building or premises; provided, that with respect to the inspection of any single-family dwelling, consent to such inspection shall first be obtained from a person of suitable age and discretion therein or in control thereof. Refusal to allow inspection of a specific dwelling may be cause for requiring installation of suitable backflow protection or to cause discontinuance of potable water service.

2. Definitions: For the purposes of this subsection, the following definitions shall apply:

**AIR GAP:** The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood-level rim of the receptacle.

**APPROVED:** Accepted by the Willowbrook Department of Municipal Services as meeting an applicable specification stated or cited in this section, or as suitable for the proposed use.

**AUXILIARY SUPPLY:** Any water source or system other than the potable water supply that may be available in the building or premises.

**BACK SIPHONAGE:** The flowing back of used, contaminated or polluted water due to a negative gauge or subatmospheric pressure in that pipe.

**BACKFLOW:** The flow of any water, foreign liquids, gases or other substances back into the distribution pipes of the potable water system.

**BACKFLOW PREVENTER:** A device or means to prevent backflow.

**CONTAMINATION:** See definition of Pollution.

**CROSS CONNECTION:** Any actual or potential connection between the potable water supply and a source of contamination or pollution.

**DRAIN:** Any approved pipe that carries waste water or waterborne wastes in a building drainage system.

**FIXTURE-PLUMBING:** Installed with receptacles, devices or appliances supplied with water or that receive or discharge liquids for liquid borne wastes.

**FLOOD LEVEL RIM:** The edge of the receptacle from which water flows.

**HAZARD, HEALTH:** Any conditions or devices which, in the judgment of the director of municipal services, may create a danger to the health and well being of the water consumer. An example of a health hazard is a structural defect in the water supply system, whether of location, design or construction, that regularly or occasionally may prevent satisfactory treatment of the water supply or cause it to be polluted from extraneous sources.

**HAZARD, PLUMBING:** Any arrangement of plumbing, including piping and fixtures, whereby a cross connection can be created.

**HYDROPNEUMATIC TANK:** A pressure vessel in which air pressure acts upon the surface of the water contained within the vessel pressurizing the water distribution piping connected to the vessel.

**OUTLET:** The open end of the water supply pipe through which the water is discharged into the plumbing fixture.

**PLUMBING SYSTEM:** Includes the water supply and distribution pipes, plumbing, fixtures and traps; soil, waste and vent pipes; building drains and building sewers, including their respective connections, devices and appurtenances within the property lines of the premises; and watertreating or water using equipment.

**POLLUTION:** The presence of any foreign substance (organic, inorganic, radiological or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

**REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER:** An assembly of differential valves and check valves including an automatically opened spillage port to the atmosphere designed to prevent backflow.

**SURGE TANK:** The receiving, nonpressure vessel forming part of the air gap separation between a potable and an auxiliary supply.

**VACUUM:** Any pressure less than that exerted by the atmosphere.

**VACUUM BREAKER, NONPRESSURE TYPE:** A vacuum breaker designed so as not to be subjected to static line pressure.

**VACUUM BREAKER, PRESSURE TYPE:** A vacuum breaker designed to operate under conditions of static line pressure.

**WATER, NONPOTABLE:** Water that is not safe for human consumption or that is of questionable potability.

**WATER, POTABLE:** Water free from contaminants in amounts sufficient to cause disease or harmful physiological effects. Its bacteriological and chemical quality shall conform to the requirements of the federal and state drinking water regulations and to any regulations of the public health authority having local jurisdiction. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

### 3. Technical Requirements:

(a) Design, Installation And Maintenance of Potable Water Supply System; Connections Prohibited Unless Protected Against Backflow: A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable water supply through cross connections or any other piping connections to the system. Connection to the potable water supply system is prohibited unless protected against backflow as set out herein. Examples of fixtures and equipment from which the potable water supply system must be protected include, but are not limited to:

(1) Bidets;

(2) Operating, dissection, embalming and mortuary tables or similar equipment. In such installation, the hose used for water supply shall terminate at least twelve inches (12") away from every point of the table or attachments;

(3) Pumps for nonpotable water, chemicals or other substances; priming connections may be made only through an air gap; and

(4) Building drainage, sewer or vent systems.

(b) Connections To Boilers: Potable water connections to boilers shall be made through an air gap or provided with an approved backflow preventer.

(c) Refrigerating Unit Condensers And Cooling Jackets: Except where potable water provided for a refrigerator condenser or cooling jacket is entirely outside the piping or tank containing a toxic refrigerant, the inlet connection shall be provided with an approved check valve. Also adjacent to and at the outlet side of the check valve, an approved pressure relief valve set to relieve at five (5) pounds per square inch (psi) above the maximum water pressure at the point of installation shall be provided if the refrigeration units contain more than twenty (20) pounds of refrigerants.

(d) Protection Against Backflow and Back Siphonage: The following regulations shall apply to protection against backflow and back siphonage:

(1) Water Outlets: A potable water system shall be protected against backflow and back siphonage by providing and maintaining at each outlet an air gap, as specified below, between the potable water outlet and the flood level rim of the fixture it supplies or between the outlet and any other source of contamination, or an approved device or means to prevent backflow.

(2) Minimum Required Air Gap:

(A) How Measured: The minimum required air gap shall be measured vertically from the lowest end of a potable water outlet to the flood level rim or line of the fixture or receptacle into which it discharges.

(B) Size: The minimum required air gap shall be twice the effective opening of a potable water outlet unless the outlet is a distance less than three (3) times the effective opening away from a wall or similar vertical surface in which case the minimum required air gap shall be three (3) times the effective opening of the outlet. In no case shall the minimum required air gap be less than two inches (2"). (Ord. 97-O-13, 5-27-1997)

(e) Certification Of Devices To Prevent Backflow Or Back Siphonage: Before any device for the prevention of backflow or back siphonage is installed, it shall have first been certified by the Foundation for Cross Connection Control Research of the University of Southern California and/or the National Sanitation Foundation. Devices, other than reduced pressure zone backflow preventers, installed in a building's potable water supply distribution system for protection against backflow shall be maintained in good working condition by the person or persons responsible for the maintenance of the system. Reduced Pressure Zone backflow preventers installed in a building's potable water supply distribution system shall be tested and/or maintained by state certified backflow preventer maintenance/tester as otherwise provided for in this code. The Director of Municipal Services or his designee shall routinely inspect such devices, and if they are found to be defective or inoperative, shall require the replacement thereof. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(f) Installation Of Devices: The following shall apply to the installation of certain devices:

(1) Atmospheric vacuum breakers (nonpressure type) shall be installed with the critical level at least six inches (6") above the flood level rim of the fixture they serve and on the discharge side of the last control valve to the fixture. No shutoff valve or faucet shall be installed beyond the vacuum breaker. For closed equipment or vessels such as pressure sterilizers, the top of the vessel shall be treated as the flood level rim but a check valve shall be installed on the discharge side of the vacuum breaker.

(2) A reduced pressure principle type backflow preventer may be installed subject to full static pressure.

(3) Backflow and back siphonage preventing devices containing backflows to separate fixtures shall be accessibly located, preferably in the same room with the fixture they serve. Installation in utility or service spaces, provided they are readily accessible, is also permitted.

(g) Below Rim Supply:

(1) Where a potable water outlet terminates below the rim of a tank or vat and the tank or vat has an overflow of a diameter not less than two inches (2"), the overflow pipe shall be provided with an air gap as close to the tank as possible.

(2) The potable water outlet to the tank or vat shall terminate at a distance not less than one and one-half (1 1/2) times the height to which water can rise in the tank above the top of the overflow. This level shall be established at the maximum flow rate of the supply to the tank or vat and with all outlets except the air gap overflow outlet closed. The distance from the outlet to the high water level shall be measured from the critical point of the potable water supply outlet.

(h) Installation Of Approved Devices: Approved devices to protect against backflow and back siphonage shall be installed at all fixtures and equipment where backflow and/or back siphonage may occur and where a minimum air gap cannot be provided between the water outlet to the fixture or equipment and its flood level rim as follows:

(1) Where a water connection is not subject to back pressure, a vacuum breaker shall be installed on the discharge side of the last valve on the line serving the fixture or equipment. (Ord. 97-O-13, 5-27-1997)

(2) Where a potable water connection is made to a line, fixture, tank, vat, pump or other equipment with a hazard of backflow or back siphonage where the water connection is subject to back pressure, and an air gap cannot be installed, the Director of Municipal Services will require adequate protection, which may include the use of an approved reduced pressure principle backflow preventer. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(i) Booster Pumps: When a booster pump is used on a water pressure booster system and the possibility exists that a positive pressure of less than twenty (20) pounds per square inch (psi) may occur on the suction side of the pump, there shall be installed a low pressure cutoff on the booster pump to prevent the creation of a vacuum or negative pressure on the suction side of the pump, thus cutting off water to other outlets. (Ord. 97-O-13, 5-27-1997)

4. Backflow Prevention Devices Required: All construction requiring permits by the Department of Municipal Services which involve either construction revisions, alterations or additions to the potable water distribution system of the building or premises or upon a commercial unit reoccupancy, the installation of a backflow prevention device immediately downstream of the water meter shall be required. The following provisions shall apply to such installations of backflow devices: (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(a) Issuance: Issuance of a permit.

(b) Installation: Backflow preventers shall be installed by a licensed plumber at the sole expense of the owner of the premises being served. Reduced pressure principle backflow preventers shall be installed as follows:

(1) Installation shall be in a location where the unit is readily accessible for maintenance and testing. Location should be immediately "downstream" of the water meter.

(2) Minimum clearances recommended by the manufacturer shall be observed.

(3) The unit shall be protected against flooding and freezing.

(4) Free draining of the relief port must be maintained under all conditions and provisions such as floor drains shall be provided.

(5) If installed at ceiling level, a collection system shall be installed with proper air gap under the drain port to protect areas below the unit from water damage.

(6) There shall be no reduction made in the size of the relief port drain.

(7) Provision shall be made for easy and unrestricted removal of the unit.

(c) Testing Of Reduced Pressure Principle Backflow Preventers:

(1) Each year the village will require the testing of each reduced pressure backflow preventer installed.

(2) Testing of units shall be the responsibility of the building owner or tenant. All RPZ recertifications and testing shall be performed by a Cross Connection Control Device Inspector (CCCDI) in accordance with the state plumbing code. Costs for tests, parts and/or replacement of units will be the responsibility of the building owner.

(3) Testing of initial installation prior to occupancy shall be required.

(4) The building owner or tenant shall cause the inspection and testing of all RPZs each year based on the anniversary date of the installation. Such tests shall be conducted within thirty (30) days of the anniversary date.

(5) The RPZ certification form indicating the RPZ is operating effectively and being maintained in accordance with all state and local code requirements and manufacturers recommendations shall be forwarded to the village of Willowbrook upon every test or recertification performed.

(6) Tampering Prohibited: No persons other than a state licensed plumber or state certified backflow preventer maintenance/tester shall remove, repair, test or perform any maintenance on any reduced pressure principle backflow prevention device. (Ord. 97-O-13, 5-27-1997)

(7) Owners of all reduced pressure principle backflow preventers shall provide easy access to units and/or necessary tools and equipment, ladders or scaffolding to assist the Department of Municipal Services or Village Inspector in inspecting the units, all at owner's expense.

(d) Units Out of Service or in Need of Repair: When a unit is out of service or otherwise is in need of service, the Department of Municipal Services shall be notified within twenty four (24) hours. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(e) Bypasses: If there is only one service line and the water service cannot be interrupted, a second backflow preventer may be installed parallel with the first. Under no circumstance will a backflow preventer be bypassed by unprotected piping. (Ord. 97-O-13, 5-27-1997)

5. Corrections and Protective Devices: Any user of water shall obtain written approval from the Department of Municipal Services for any proposed corrective action or protective device before using or installing it. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the cross connection has not been removed within the time as hereinafter specified, the village shall physically separate the Willowbrook water supply from the on site piping system in such manner that the two (2) systems cannot be connected by any unauthorized person.
6. Piping Identification: When a secondary water source is used in addition to the Willowbrook water supply, exposed Willowbrook water and secondary water piping shall be identified by distinguishing colors or tags and so maintained that each pipe may be traced readily in its entirety; it will be necessary to protect the Willowbrook water supply at the service connection in a manner acceptable to the Department of Municipal Services. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
7. Private Water Storage Tanks: A private water storage tank supplied from the Willowbrook water supply system shall be deemed a secondary water supply unless it is designed and approved for potable water usage.
8. Elimination Of Existing Cross Connections: All existing cross connections to the Willowbrook water supply system shall be eliminated. The expense of such elimination shall be that of the owner of the property on which such cross connection exists. (Ord. 97-O-13, 5-27-1997)
9. Where Protection Is Required:
  - (a) An approved backflow device shall be installed on all connections to the public water supply as described in the plumbing code, 77 Illinois administrative code part 890. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving the premises, where in the judgment of the Director of Municipal Services, actual or potential hazards to the public water supply system exist. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(b) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where the following conditions exist: (Ord. 97-O-13, 5-27-1997)

(1) Premises having an auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Director of Municipal Services and the source are approved by the Illinois Environmental Protection Agency.

(2) Premises on which any substance is handled which can create an actual premises having sources or systems containing process fluids or waters originating from the public water supply system which are no longer under the sanitary control of the director of municipal services.

(3) Premises having internal cross connections that, in the judgment of the Director of Municipal Services and/or the Cross Connection Control Device Inspector, are not correctable or intricate plumbing arrangements which make it impractical to determine whether or not cross connections exist. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross connection survey.

(5) Premises having a repeated history of cross connections being established or reestablished. (Ord. 97-O-13, 5-27-1997)

(c) An approved backflow prevention device shall be installed on all connections to the public water supply as described in the Plumbing Code, 77 Illinois administrative code part 890. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving, but not necessarily limited to, the following types of facilities, unless the Director of Municipal Services determines that no actual or potential hazard to the public water supply system exists: (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(1) Hospitals, mortuaries, clinics, nursing homes.

(2) Laboratories.

(3) Piers, docks, waterfront facilities.

(4) Sewage treatment plants, sewage pumping stations or storm water pumping stations.

(5) Food or beverage processing plants.

(6) Chemical plants.

(7) Metal plating industries.

- (8) Petroleum processing or storage plants.
- (9) Radioactive material processing plants or nuclear reactors.
- (10) Car washes.
- (11) Pesticide, herbicide or extermination plants and trucks.
- (12) Farm service and fertilizer plants and trucks.

10. Type Of Protection Required:

(a) The type of protection required under subsections (D)9(b)(1), (D)9(b)(2) and (D)9(b)(3) of this section shall depend on the degree of hazard which exists as follows:

(1) An approved fixed proper air gap separation shall be installed where the public water supply system may be contaminated with substances that could cause a severe health hazard.

(2) An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly shall be installed where the public water supply system may be contaminated with a substance that could cause a system or health hazard.

(3) An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly or a double check valve assembly shall be installed where the public water supply system may be polluted with substances that could cause a pollution hazard not dangerous to health.

(b) The type of protection required under subsections (D)9(b)(4) and (D)9(b)(5) of this section shall be an approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention device.

(c) Where a public water supply or an auxiliary water supply is used for a fire protection system, reduced pressure principle backflow preventers shall be installed on fire safety systems connected to the public water supply when:

(1) The fire safety system contains antifreeze, fire retardant or other chemicals.

(2) Water is pumped into the system from another source.

(3) Water flows by gravity from a nonpotable source; or water can be pumped into the fire safety system from any other source.

(4) There is a connection whereby another source can be introduced into the fire safety system.

(d) All other fire safety systems connected to the potable water supply shall be protected by a double check valve assembly on metered service lines and a double detector check valve assembly on unmetered service lines.

11. Backflow Prevention Devices:

(a) All backflow prevention devices or methods required by these rules and regulations shall be approved by the Research Foundation for Cross Connection Control of the University of Southern California, American Water Works Association, American Society of Sanitary Engineering, American National Standards Institute or certified by the National Sanitation Foundation to be in compliance with applicable industry specifications.

(b) Installation of approved devices shall be made in accordance with the manufacturer's instructions. Maintenance as recommended by the manufacturer of the device shall be performed. The manufacturer's maintenance manual shall be available on site at all times. (Ord. 97-O-13, 5-27-1997)

12. Notification of Violation: The Director of Municipal Services shall notify the owner, or authorized agent of the owner, of the building or premises in which there is found a violation of this section. The Director of Municipal Services shall set a reasonable time period, based on the level of hazard to health, for the owner to have the violation removed or corrected. Upon failure of the owner to have the defect corrected by the end of the specified time interval, the Director of Municipal Services may, if in his judgment an imminent health hazard exists, cause the water service to the building or premises to be terminated, and/or recommend such additional fines or penalties to be invoked as herein may be provided.

13. Fines: The owner, or authorized agent of the owner responsible for maintenance of the plumbing systems in the building, who knowingly permits a violation to remain uncorrected after the expiration of time set by the Director of Municipal Services shall, upon conviction thereof by the court, be required to pay a fine as otherwise provided for in this code. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION –**

**Illinois DCEO Grant: LED Streetlight Replacement Project**

**COMMITTEE REVIEW**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

August 11, 2014

- |   |   |
|---|---|
| <input type="checkbox"/> Discussion Only  | <input checked="" type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)           |
| <input type="checkbox"/> Regular Report   | <input type="checkbox"/> Report/documents requested by Committee  |

**BACKGROUND**

In February 2012, the Village received preliminary approval from the Illinois Department of Commerce and Economic Opportunity (DCEO) for a \$92,000 grant earmarked for improvements to the Village's streetlights. Final funding approval for the grant was awarded in October of 2013 and the grant was executed with an official start date of November 1, 2013. The Village has a period of two (2) years from this start date in which to complete the project. Therefore, the grant end date is October 31, 2015.

The scope of the project will include the replacement of the Village's antiquated, energy inefficient streetlight fixtures with new, energy efficient LED technology. There are currently approximately 250 Village owned streetlights which range from 24 to 49 years old. The grant funding will be used for Phase I of a multi-phase project. The new LED lighting heads will use a fraction of the energy the old heads used, will provide more uniform lighting disbursement, and will also save money on future maintenance (e.g., bulb replacement). Converting to LED technology will also reduce carbon emissions making it an environmentally friendly project. With this grant, the Village hopes to retrofit as many of these fixtures as possible, depending upon material and labor/installation costs and engineering fees.

**REQUEST FOR FEEDBACK**

After speaking with several LED vendors, it became apparent that an up-to-date inventory of our existing streetlights will be necessary for bidding purposes for this project. Vendors need information pertaining to individual fixture type, wattage, circuitry, and number of fixtures connected to each controller before a proposal can be calculated. Therefore, we asked the Village Engineering Consultant for a proposal to complete this inventory. Christopher Burke Engineering, Ltd. (CBBEL) provided an initial proposal to conduct the inventory, including GPS locating of each pole, for the not-to-exceed amount of \$10,500.00. Staff then requested that CBBEL provided a revised proposal to also include development of the final bid document for the project. CBBEL responded that this additional scope of work could be completed for \$6,500 making the total revised proposal cost \$17,000. Although this fee would be reimbursed to the Village through the DCEO grant, the cost of engineering would be 18.5% of the grant amount.

**STAFF RECOMMENDATION**

Staff has been unable to locate a bid document template used by another municipality in a similar such project. Given staff lacks the electrical engineering expertise necessary to draft a complete bid document once the inventory information is compiled, our recommendation would be for the Village Engineering consultant to complete this work for a not-to-exceed cost of \$17,000. This engineering cost would be reimbursable to the Village through the DCEO grant. Staff also intends to raise this project with the Board during our FY2015/16 budget discussions to determine whether there is an interest in contributing additional funds towards this project in order to complete all streetlights at one time.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

RECEIVED

AUG -7 2014

VILLAGE OF  
WILLOWBROOK

July 30, 2014

**Revised August 7, 2014**

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Attention: Mr. Tim Halik  
Village Administrator

Subject: Proposal for Professional Engineering Services for  
Preparation of Street Lighting Inventory and Data Base, and Preparation of  
Bid Documents for LED Replacement Fixtures

Dear Mr. Halik:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services related to inventorying the Village's existing street lighting units. Included in this proposal is our Understanding of the Project, Scope of Services and Estimate of Fee.

**UNDERSTANDING OF THE PROJECT**

It is our understanding that the Village of Willowbrook (Village) is seeking a consultant to perform a complete inventory of existing street lighting units located within the Village limits. It is estimated that there are approximately 250 street lighting units within the Village. CBBEL staff will inventory these approximately 250 Village owned lighting units and ComEd owned lighting units with handheld Global Positioning System (GPS) survey units. The data from the GPS units will be converted and output into ArcGIS Shape files, where this data can then be manipulated to create a color location map of the existing lighting units located within the Village limits. CBBEL will also create a database of all existing light poles inventoried that can be used for maintaining the existing lighting as well as planning for replacement. Various attributes about each lighting unit will be detailed in the database such as pole type, luminaire type, lamp type, wattage, controller number, whether it is Village or ComEd owned, etc. Included in this proposal is a sample exhibit and database for reference purposes only.

Using the data collected in the inventory, bid documents will be prepared to solicit contractors to replace the existing fixtures with LED lighting fixtures. LED fixtures will be specified based on the pole height, wattage, and type of existing fixtures.

## SCOPE OF SERVICES

Task 1 – Meetings and Project Coordination: CBBEL will meet/coordinate with the appropriate Village personnel to discuss existing light pole attributes that will be collected, data file formats, etc. to create a proposed lighting database. CBBEL will also coordinate access to existing lighting systems with the Village.

Task 2 – Inventorying Existing Street Lighting: CBBEL staff will inventory existing street lighting throughout the Village using CBBEL owned handheld GPS survey units and CBBEL owned vehicles. The following attributes will be recorded, at a minimum, for each light pole: location, light pole type, luminaire type, wattage, circuitry, number of light fixtures connected to each Village controller, and whether it is a ComEd or Village owned luminaire.

Task 3 – Preparation of Lighting Database: CBBEL will convert and manipulate the data collected under Task 2 to create a color location map and database of all lights located within the Village limits.

Task 4 - Preparation of Bid Documents: CBBEL will use the inventory of existing Village street lights to prepare bid documents to replace the existing lighting fixtures with LED fixtures. We will coordinate with Village staff on the selection of the brand and type of LED fixture. We will assist in soliciting sealed proposals from contractors, attend the bid opening, provide a tabulation of bids received and recommend award of the contract, and provide contract documents for execution by the selected contractor and Village. This task will conclude with a Notice to Proceed letter to the contractor.

## ESTIMATE OF FEE

TASK	FEE
Task 1 – Meetings and Project Coordination	\$1,000.00
Task 2 – Inventorying Existing Street Lighting	\$6,000.00
Task 3 – Preparation of Lighting Database	\$3,500.00
Task 4 – Preparation of Bid Documents	\$6,500.00
TOTAL	<b>\$17,000.00</b>

The above tasks will be completed for a fee not to exceed \$17,000.00.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

GAH/pjb

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR VILLAGE OF WILLOWBROOK

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2014**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
Assistant CAD Manager	130
CAD II	129
CAD I	101
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Survey Intern	53
Information Technician III	109
Information Technician I/II	100

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2014.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

**Mayor**

Frank A. Trilla

**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

MONTHLY REPORT  
MUNICIPAL SERVICES DEPARTMENT  
Permits issued for the month of July, 2014

Asphalt Repair	3
Back Up Generator	1
Balcony Replacement	3
Cell Site	1
Concrete Replacement	15
Concrete Patio	1
Cooling Water System	1
Door Replacement	1
Emergency Plumbing	1
Generator	1
Grading and Drainage	1
HVAC System	1
Interior Demolition	1
Plan Review	3
Roof	12
Security System	1
Sign	2
Temporary Sign	1
Window Replacement	3
<b>TOTAL</b>	<b>53</b>
Final Certificates of Occupancy	1
Temporary Certificates of Occupancy	1
Permit Revenue for July, 2014	15,008.48
Total Revenue Collected for Fiscal Year To Date	35,899.36
Total Budgeted for Fiscal Year 2014/15	175,000.00
Total Percentage of Budgeted Revenue Collected to Date	20.51

Respectfully submitted,

Timothy Halik  
Village Administrator



Proud Member of the  
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2014/15

MONTH	CURRENT FISCAL YEAR	PRIOR FISCAL YEAR
MAY	\$ 12,317.12	\$ 21,169.24
JUNE	\$ 8,573.76	\$ 19,335.70
JULY	\$ 15,008.48	\$ 48,123.47
AUGUST		\$ 17,977.86
SEPTEMBER		\$ 18,865.93
OCTOBER		\$ 12,371.02
NOVEMBER		\$ 26,381.46
DECEMBER		\$ 8,539.90
JANUARY		\$ 19,495.36
FEBRUARY		\$ 20,254.23
MARCH		\$ 19,318.62
APRIL		\$ 26,032.69
COLLECTED REVENUE	\$ 35,899.36	\$ 258,000.48
BUDGETED REVENUE	\$ 175,000.00	\$ 150,000.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	35,899.36	\$ (108,000.48)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	20.51	172

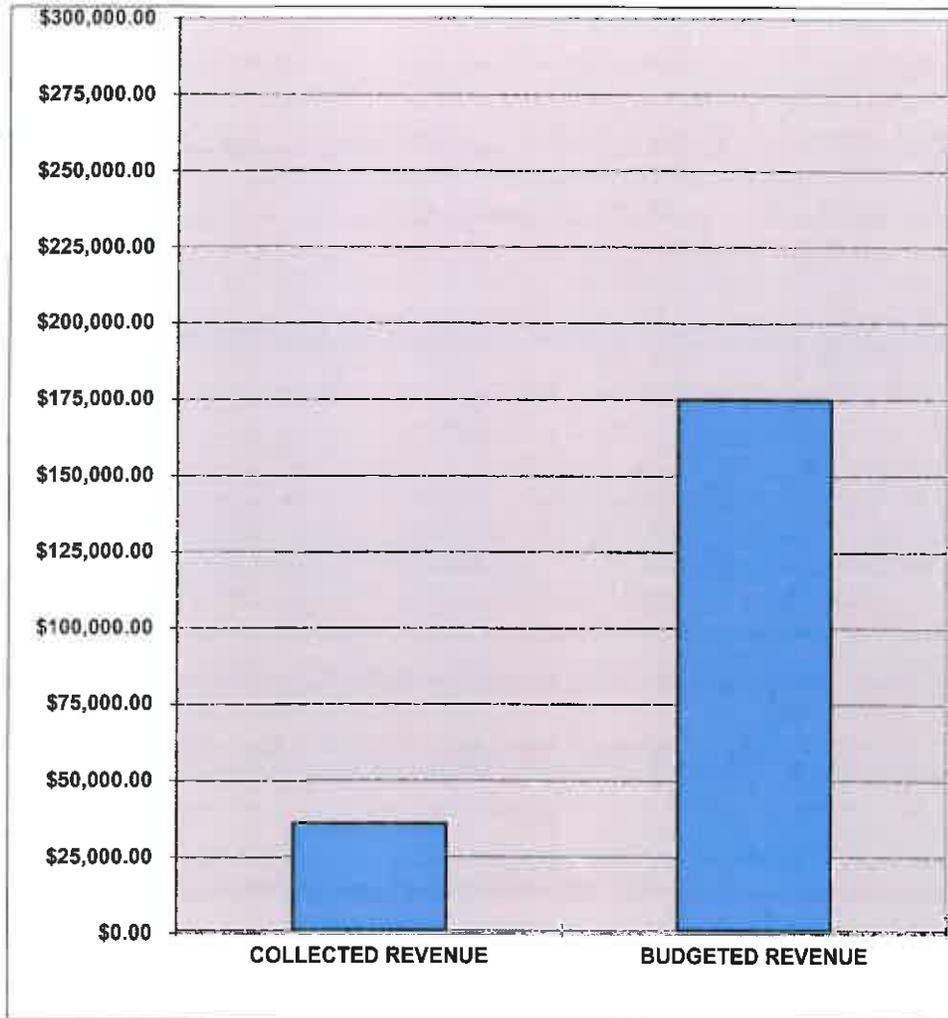
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 14/15	Fiscal Year 13/14
COLLECTED REVENUE	\$ 35,899.36	\$ 258,000.48
BUDGETED REVENUE	\$ 175,000.00	\$ 150,000.00

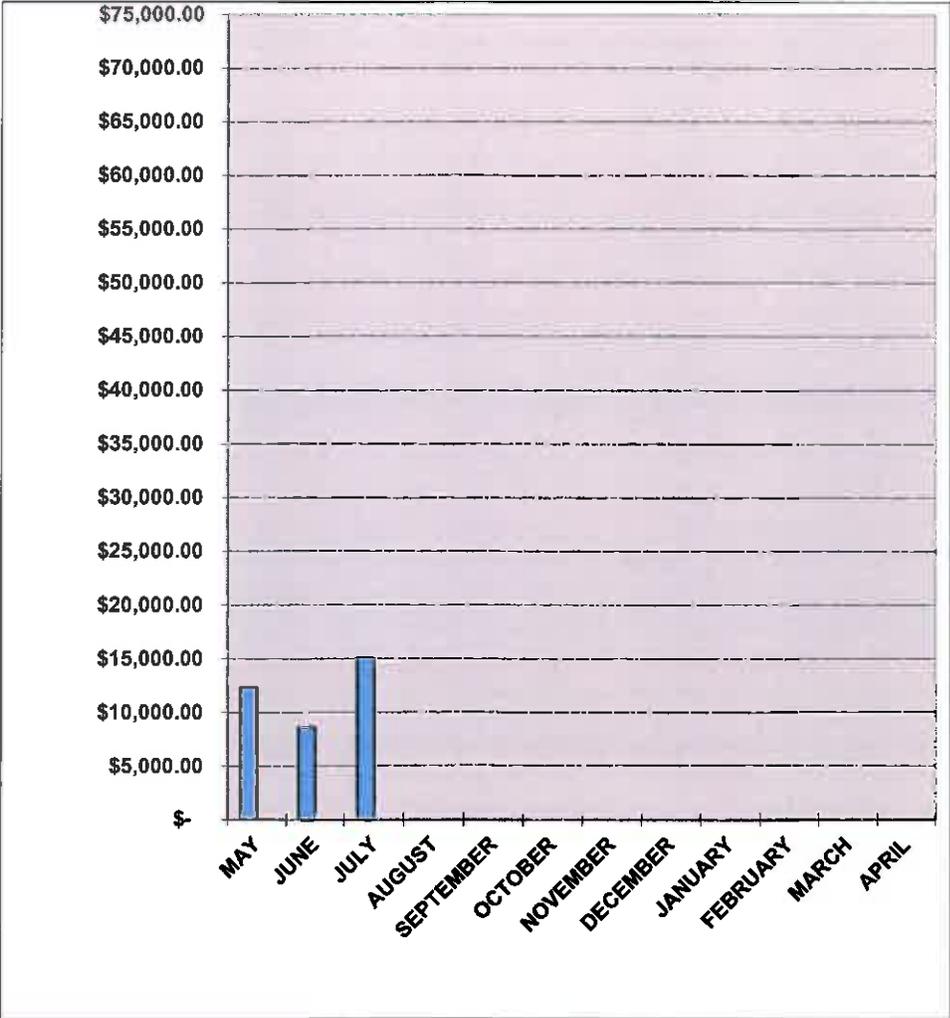
# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



2012-13-14

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
14-192	07/17/14	Julie Showalter	535 68th Street	Asphalt driveway		\$ 75.00	R	07/17/14	07/17/15
14-162	07/17/14	Jean Pauga	6348 Tennessee	Asphalt driveway		\$ 75.00	R	07/17/14	07/17/15
14-210	07/23/14	Green Willow Condo	7544 Clarendon Hills	Asphalt parking lot	Green Willow Condos	\$ 125.00	R	07/23/14	07/23/15
14-203	07/23/14	Tru Fragrance	7725 Quincy Street	Back Up Generator	Tru Fragrance	\$ 1,124.70	C	07/23/14	07/23/15
14-195	07/15/14	Willowbrook Apts	7440 Tennessee	Balcony Replacement		\$ 200.00	R	07/15/14	07/15/15
14-193	07/15/14	Willowbrook Apts	7404 Tennessee	Balcony Replacement		\$ 50.00	R	07/15/14	07/15/15
14-194	07/15/14	Willowbrook Apts	7373 Tennessee	Balcony Replacement		\$ 50.00	R	07/15/14	07/15/15
14-177	07/03/14	Tony Phillips	710 Willowbrook Center	Cell Site		\$ 500.00	C	07/03/14	07/03/15
14-176	07/09/14	Lake Hinsdale Village	28-32 Kyle Court	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-175	07/09/14	Lake Hinsdale Village	21 Lake Shore Drive	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-174	07/09/14	Lake Hinsdale Village	11-13 Lake Shore Drive	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-173	07/09/14	Lake Hinsdale Village	52 Portwine	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-171	07/09/14	Lake Hinsdale Village	43 Portwine	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-172	07/09/14	Lake Hinsdale Village	54 Portwine	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-169	07/09/14	Lake Hinsdale Village	24 Highridge	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-168	07/09/14	Lake Hinsdale Village	12-14 Kyle Ct.	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-170	07/09/14	Lake Hinsdale Village	23-25 Highridge	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-166	07/09/14	Lake Hinsdale Village	17 Windward	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-164	07/09/14	Lake Hinsdale Village	19 Windward	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-165	07/09/14	Lake Hinsdale Village	29 Windward	Concrete		\$ 50.00	R	07/09/14	07/09/15
14-167	07/09/14	Lake Hinsdale Village	701 Lake Hinsdale	Concrete		\$ 125.00	R	07/09/14	07/09/15
14-189	07/10/14	Ravi Lakhani	6301 Martin Drive	Concrete		\$ 125.00	R	07/10/14	07/10/15
14-191	07/15/14	Sunt Wana	160 Rodgers Court	Concrete		\$ 125.00	R	07/15/14	07/15/15
14-190	07/15/14	Chuck Timico	124 Waterford	Concrete Patio		\$ 50.00	R	07/15/14	07/15/15
14-211	07/23/14	Sterigenics	7775 Quincy	Cooling Water System	Sterigenics	\$ 750.00	C	07/23/14	07/23/15
14-188	07/18/14	Tom Carozzo	7819 Cherry Tree Lane	Door Replacement		\$ 75.00	R	07/18/14	07/18/15
14-163	07/01/14	Kamal Haddad	308 Somerset Road	Emergency plumbing		\$ 50.00	R	07/01/14	07/01/15
14-147	07/03/14	Ananth Homasoge	6353 Bentwood Lane	Generator		\$ 275.00	R	07/03/14	07/03/15
14-204	07/23/14	Willowbrook Apts	7440 Tennessee	Grading and Drainage		\$ 450.00	R	07/23/14	07/23/15
14-202	07/23/14	Lake Hinsdale Village	14 Kent Court	HVAC System		\$ 125.00	R	07/24/14	07/24/15
14-206	07/23/14	Village of Willowbrook	835 Midway Drive	Interior Demolition	VOW Demolition	\$ -	C	07/23/14	07/23/15
	07/02/14	Midtronics	7000 Monroe	Plan Review	Midtronics	\$ 6,000.00	C	07/02/14	07/02/15
	07/03/14	Oishi Sushi	6300 Kingery	Plan Review	Oishi Sushi	\$ 2,000.00	C	07/03/14	07/03/15
	07/25/14	Bank of America	6300 Kingery	Plan Review	Bank of America	\$ 1,000.00	C	07/25/14	07/25/15
14-187	07/09/14	Shawn Shoaee	6548 Chaucer Road	Roof		\$ 35.00	R	07/09/14	07/09/15
14-200	07/17/14	Donna Kuhn	7514 Brookbank	Roof		\$ 35.00	R	07/17/14	07/17/15
14-199	07/17/14	Richard Artus	7722 Virginia Ct	Roof		\$ 35.00	R	07/17/14	07/17/15
14-199	07/17/14	Gary Wieder	241 Somerset Road	Roof		\$ 35.00	R	07/17/14	07/17/15
14-178	07/17/14	Cate Parlier	2-12 Kent Court	Roof		\$ 50.00	R	07/17/14	07/17/15
14-183	07/17/14	Lake Hinsdale Village	54-66 Portwine Road	Roof		\$ 50.00	R	07/17/14	07/17/15
14-182	07/17/14	Lake Hinsdale Village	15-19 Lakeview Ct.	Roof		\$ 50.00	R	07/17/14	07/17/15
14-181	07/17/14	Lake Hinsdale Village	34-44 Portwine Rd	Roof		\$ 50.00	R	07/17/14	07/17/15
14-180	07/17/14	Lake Hinsdale Village	57-67 Portwine Rd	Roof		\$ 50.00	R	07/17/14	07/17/15

2012-13-14

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
14-179	07/17/14	Lake Hinsdale Village	20-22 Lakeshore Dr	Roof		\$ 50.00	R	07/17/14	07/17/15
14-207	07/23/14	Willowbrook Apts	7407 Tennessee	Roof		\$ 50.00	R	07/23/14	07/23/15
14-208	07/25/14	Willowbrook Apts	7368 Tennessee	Roof		\$ 50.00	R	07/25/14	07/25/15
14-205	07/18/14	Manal Gabriel	253 Somerset Road	Security System		\$ 50.00	R	07/18/14	07/18/15
14-161	07/10/14	Dunkin Donuts	7247 Kingery Highway	Sign	Dunkin Donuts	\$ 355.63	C	07/10/14	07/10/15
14-157	07/17/14	Ultimate Golf	7203 Kingery	Sign	Ultimate Golf	\$ 50.00	C	07/17/14	07/17/15
14-157	07/09/14	Ultimate Golf	7203 Kingery	Temp Sign	Ultimate Golf	\$ 50.00	C	07/09/14	07/09/15
14-184	07/08/14	Jordan Poposki	7210 Adams Street	Window Replacement		\$ 75.00	R	07/08/14	07/08/15
14-186	07/15/14	Merle Lewis	73 75th Street	Window Replacement		\$ 75.00	R	07/15/14	07/15/15
14-185	07/15/14	Abar Gureshi	153 Somerset Drive	Window/Door Replace		\$ 75.00	R	07/15/14	07/15/15

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 25  
 RUN: 08/06/14 9:45AM

REVENUE REPORT FOR JULY, 2014

PAGE: 1

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
<u>Property Taxes</u>						
01-310-101	PROPERTY TAX LEVY-SRA	1,614.14	37,134.47	71,135.00	52.20	34,000.53
01-310-102	PROPERTY TAX LEVY-RD & BRIDGE	2,335.75	50,938.54	95,000.00	53.62	44,061.46
01-310-103	PRIOR YEAR TAX COLL	0.00	0.00	0.00	0.00	0.00
*TOTAL	Property Taxes	3,949.89	88,073.01	166,135.00	53.01	78,061.99
<u>Other Taxes</u>						
01-310-201	MUNICIPAL SALES TAX	293,318.80	832,192.55	3,450,000.00	24.12	2,617,807.45
01-310-202	ILLINOIS INCOME TAX	129,077.28	259,807.41	787,000.00	33.01	527,192.59
01-310-203	AMUSEMENT TAX	7,780.68	27,665.21	88,500.00	31.26	60,834.79
01-310-204	REPLACEMENT TAX	247.53	493.21	1,220.00	40.43	726.79
01-310-205	UTILITY TAX	83,408.72	268,740.19	1,075,000.00	25.00	806,259.81
01-310-207	TELECOMMUNICATION LEASE	0.00	0.00	34,380.00	0.00	34,380.00
01-310-208	PLACES OF EATING TAX	43,761.01	127,223.10	450,000.00	28.27	322,776.90
01-310-209	WATER TAX	10,463.21	34,064.14	174,013.00	19.58	139,948.86
01-310-210	WATER TAX - CLARENDON WATER CO	284.93	284.93	1,000.00	28.49	715.07
*TOTAL	Other Taxes	568,342.16	1,550,470.74	6,061,113.00	25.58	4,510,642.26
<u>Licenses</u>						
01-310-301	VEHICLE LICENSES	0.00	0.00	0.00	0.00	0.00
01-310-302	LIQUOR LICENSES	0.00	1,500.00	60,750.00	2.47	59,250.00
01-310-303	BUSINESS LICENSES	100.00	970.00	68,000.00	1.43	67,030.00
01-310-305	VENDING MACHINE	0.00	75.00	2,000.00	3.75	1,925.00
01-310-306	SCAVENGER LICENSES	0.00	0.00	6,000.00	0.00	6,000.00
*TOTAL	Licenses	100.00	2,545.00	136,750.00	1.86	134,205.00
<u>Permits</u>						
01-310-401	BUILDING PERMITS	15,008.48	35,899.36	175,000.00	20.51	139,100.64
01-310-402	SIGN PERMITS	0.00	0.00	5,000.00	0.00	5,000.00
01-310-403	OTHER PERMITS	0.00	84.00	400.00	21.00	316.00
01-310-404	COUNTY BMP FEE	0.00	0.00	0.00	0.00	0.00
*TOTAL	Permits	15,008.48	35,983.36	180,400.00	19.95	144,416.64
<u>Fines</u>						
01-310-501	CIRCUIT COURT FINES	15,307.42	41,528.37	120,000.00	34.61	78,471.63
01-310-502	TRAFFIC FINES	3,350.00	9,045.00	25,000.00	36.18	15,955.00
01-310-503	RED LIGHT FINES	65,415.00	173,565.00	540,000.00	32.14	366,435.00
*TOTAL	Fines	84,072.42	224,138.37	685,000.00	32.72	460,861.63

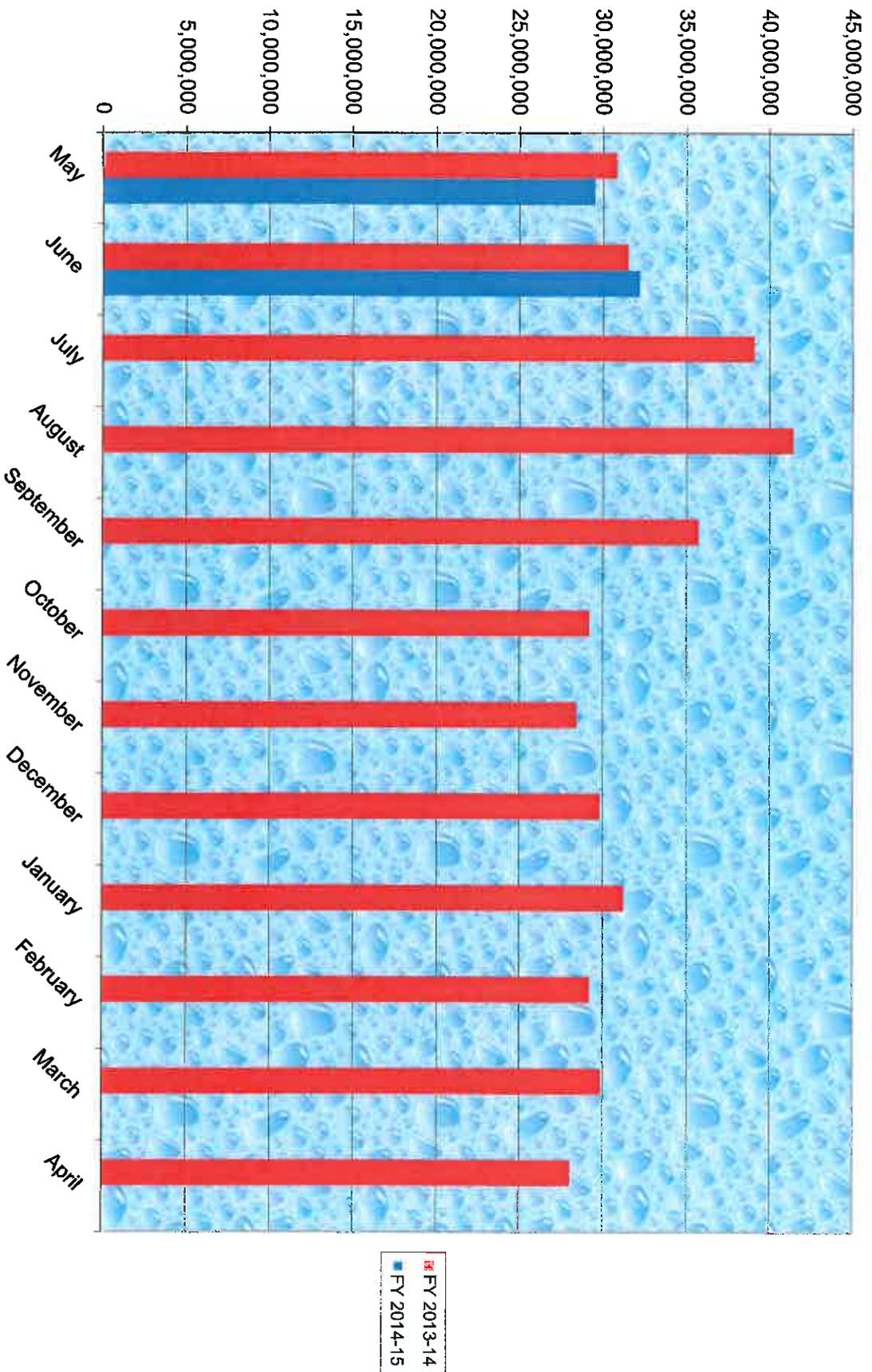
VILLAGE OF WILLOWBROOK - PUMPAGE REPORT  
TOTAL GALLONS PUMPED  
FY 2002/03 - FY 2014/15

Month	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
May	32,267,000	33,518,000	35,018,000	35,919,000	35,162,000	36,696,000	33,890,000	31,322,000	31,715,000	30,725,000	34,220,000	30,860,000	29,547,000
June	38,911,000	38,691,000	35,447,000	48,511,000	42,471,000	43,700,000	33,817,000	32,087,000	31,799,000	32,620,000	44,635,000	31,512,000	32,193,000
July	52,100,000	39,116,000	41,248,000	52,479,000	43,279,000	44,574,000	41,463,000	36,819,000	38,513,000	41,371,000	49,498,000	39,106,000	
August	44,167,000	40,433,000	41,059,000	47,861,000	41,114,000	38,778,000	43,017,000	38,516,000	38,745,000	35,639,000	40,272,000	41,448,000	
September	40,838,000	36,275,000	39,658,000	43,906,000	32,998,000	42,013,000	33,418,000	34,331,000	33,992,000	32,273,000	33,657,000	35,737,000	
October	33,128,000	31,667,000	33,765,000	35,009,000	31,937,000	34,612,000	30,203,000	28,919,000	33,789,000	29,892,000	30,283,000	29,226,000	
November	28,560,000	28,260,000	30,106,000	29,515,000	29,153,000	29,847,000	28,054,000	26,857,000	28,125,000	27,138,000	27,535,000	28,446,000	
December	30,503,000	29,133,000	32,786,000	31,086,000	30,102,000	31,435,000	29,568,000	28,931,000	29,257,000	28,643,000	27,863,000	29,847,000	
January	30,343,000	29,602,000	31,223,000	29,411,000	30,340,000	32,444,000	29,383,000	28,123,000	28,401,000	28,846,000	28,427,000	31,265,000	
February	27,216,000	28,755,000	26,768,000	27,510,000	29,078,000	29,470,000	26,629,000	25,005,000	24,988,000	26,635,000	24,308,000	29,230,000	
March	29,488,000	30,315,000	30,025,000	29,905,000	30,362,000	31,094,000	28,408,000	27,945,000	27,909,000	28,911,000	27,862,000	29,917,000	
April	29,845,000	29,350,000	29,478,000	30,452,000	29,468,000	30,239,000	27,193,000	27,793,000	27,145,000	34,220,000	27,514,000	28,101,000	
<b>TOTAL</b>	<b>417,366,000</b>	<b>395,115,000</b>	<b>406,581,000</b>	<b>441,564,000</b>	<b>405,464,000</b>	<b>424,902,000</b>	<b>385,043,000</b>	<b>366,648,000</b>	<b>374,378,000</b>	<b>376,913,000</b>	<b>396,074,000</b>	<b>384,695,000</b>	<b>61,740,000</b>

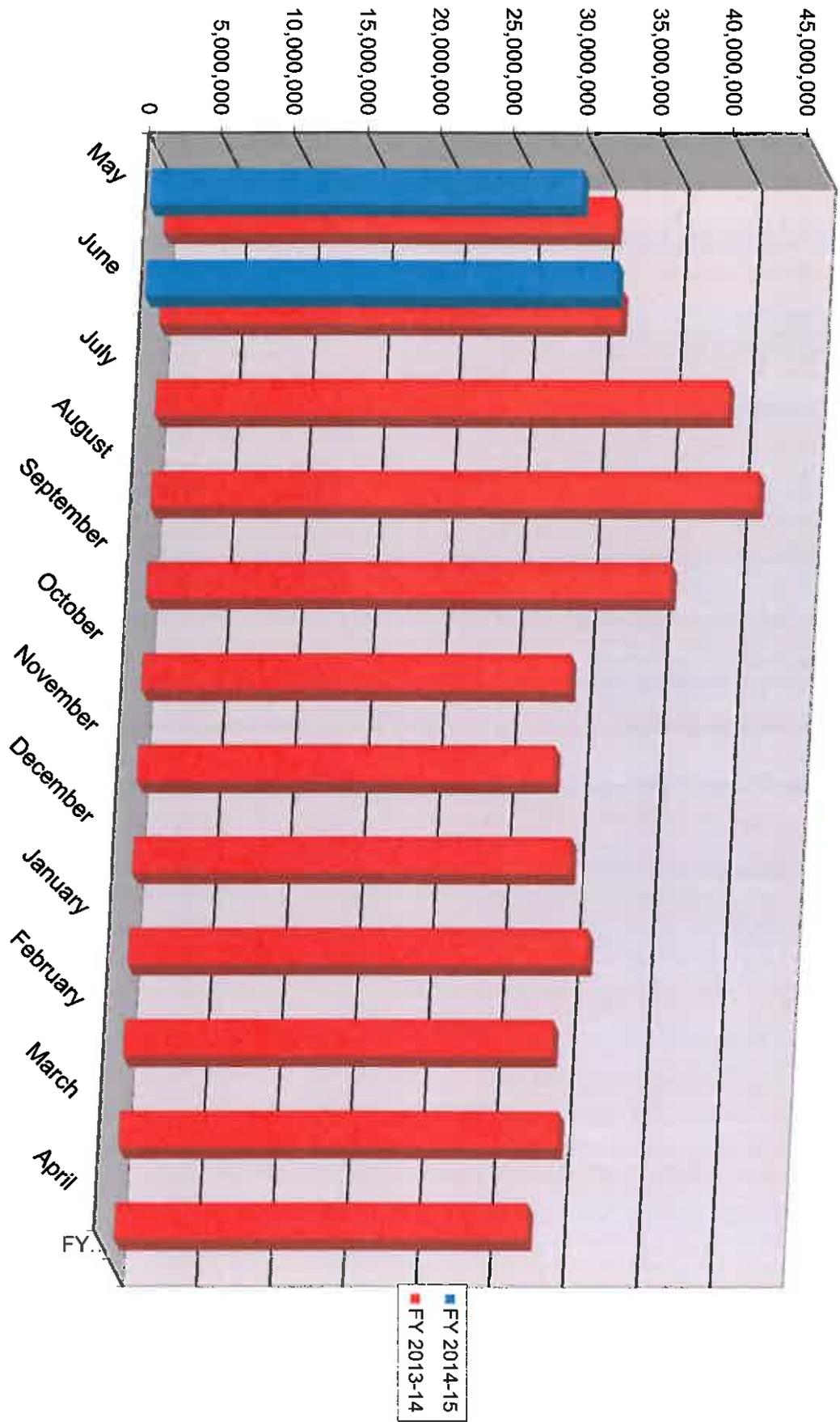
YEAR TO DATE LAST YEAR (gallons):	62,372,000
YEAR TO DATE THIS YEAR (gallons):	<u>61,740,000</u>
DIFFERENCE (gallons):	-632,000
PERCENTAGE DIFFERENCE (+/-):	-1.01%
FY14/15 PUMPAGE PROJECTION (gallons):	385,000,000
FY14/15 GALLONS PUMPED TO DATE:	<u>61,740,000</u>
CURRENT PERCENTAGE PUMPED COMPARED TO PROJECTION	<b>16.04%</b>

All table figures are in millions of gallons sold on a monthly basis per fiscal year.

# Village of Willowbrook Pumpage Report



Monthly Pumpage Chart





## Village of Willowbrook June 2014 - Status Report

### Season Perspective

According to the Illinois State Water Survey, "June rainfall has been well above average for much of Illinois." The official June monthly average rainfall at O'Hare International Airport is 4.45 inches. As of June 22<sup>nd</sup>, O'Hare rainfall was 2.10 inches above for the month.

As a result, the stage for an above average season for the floodwater mosquito. Excessive rainfall periods trigger hatches of floodwater mosquitoes (*Aedes vexans*), the dominant annoyance species in northern Illinois that has a flight range of 15 to 20 miles. The impact of the heavy June precipitation will be the arrival of three (3) back-to-back floodwater mosquito broods between late June and early July. Larviciding efforts will be intensified to control the hatches within the community boundaries. Adulticiding sprayings will be timed to control to confront peak mosquito annoyance periods.

### Mosquito-Borne Disease Update

As of June 23<sup>rd</sup>, there have been three (3) human cases West Nile virus (WNV) reported in the United States in Mississippi (2) and California (1). There have been WNV-positive birds or mosquito samples reported in CA, FL, IL, NM, TN, TX and WI.

Illinois has reported twenty-four (24) WNV-positive mosquito samples, twelve of which are in Cook County and the other nine (9) in downstate counties. Two WNV-positive birds have been identified in Kane County and downstate Henry County.

County	American Crow	Blue Jay	Other Birds	Mosquito Batches	Horse	Human Cases
COOK	0	0	0	12	0	0
KANE	1	0	0	0	0	0
WILL	0	0	0	1	0	0
<b>TOTAL (9 Counties)</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>24</b>	<b>0</b>	<b>0</b>



**Brood Prediction**

The floodwater mosquito (*Aedes vexans*) is the key nuisance species in the Chicagoland area. Distinct hatches of floodwater mosquito populations, or broods, are triggered by significant rainfall events. The Clarke Brood Prediction Model calculates peak annoyance periods based on rainfall and temperature data collected from weather stations in your area.

Weather Station Name	Rainfall Date	Rain Amount (inches)	Brood Prediction Date
Du Page Co.	05/11/2014	0.45	06/03/2014
Du Page Co.	05/12/2014	0.97	06/03/2014
Du Page Co.	05/27/2014	0.72	06/18/2014
Du Page Co.	06/10/2014	0.97	06/27/2014
Du Page Co.	06/18/2014	1.98	07/03/2014
Du Page Co.	06/21/2014	0.79	07/05/2014

**Upcoming Operations**

- 1 Completed Inspection
- 1 Targeted Inspection

**June 2014 New Jersey Light Trap Counts**

(\*Red numbers indicate an annoyance level)

Trap Location	Jun 02	Jun 04	Jun 06	Jun 09	Jun 11	Jun 13	Jun 16
7710 Virginia Court	0	29	1	1	12	5	0

Trap Location	Jun 18	Jun 20	Jun 23	Jun 25	Jun 27	Jun 30
7710 Virginia Court	16	16	14	41	4	33

\*Mal- Trap Malfunction

**Recommendations**

The CDC currently shows a risk category 1. Biting adult mosquitoes activity and limited or sporadic epizootic activity in birds or mosquitoes. Conduct Integrated Vector Management program to monitor and reduce vector mosquito abundance. Conduct environmental surveillance to monitor virus activity (mosquitoes, sentinel chickens, avian mortality, etc.) Initiate community outreach and public education programs focused on personal protection and residential source reduction.



**Operation and Surveillance Reports**

Below is a report outlining all services performed in the month of June. These services could include the following:

- **0952 N. J. Light Trap Seasonal Service:** *Seasonal Light Trap Service for adult mosquito population monitoring.*
- **1252 Complete Site Larval Inspection Service:** *Inspection service of all potential mosquito larvae development sites.*
- **1302 Targeted Site Larval Inspection:** *Inspection of all targeted larval development sites.*
- **1502 5% Abate PG-Ground Prehatch:** *Treatment with 5% Abate for larval control.*
- **1754 Hand Larviciding:** *Hand equipment larviciding for biological control of mosquito larvae.*
- **2015 Vectolex WSP Catch Basin Trtmt:** *Catch Basin treatment for larval control.*
- **2107 150-day Altosid Briq BYCB T/U:** *Catch Basin treatment for larval control.*
- **2202 5% Abate Heli Prehatch:** *Helicopter prehatch application with Abate pellets for larval control.*
- **2712 Biomist ATV/ULV Appl. Nights:** *ATV/ULV application for adult mosquito control.*
- **2786 Anvil ULV Festival Touch-UP:** *Truck ULV application for adult mosquito control*
- **2802 Anvil Truck ULV Application:** *Truck ULV application for adult mosquito control*
- **2888 Biomist 3+15 Truck ULV:** *Truck ULV treatment for adult mosquito control.*
- **2922 0.5% FLIT (Permethrin) BP Barr:** *Backpack barrier strip application to reduce adult mosquito reinfestation.*

**Services Performed June 2014:**

Service Item	Start Date
ROS1302 - Targeted Site Larval Insp Serv	06/16/2014
ROS1752 - Vectobac (B.T.I.) BP Larv	06/16/2014
ROS2922 - 0.5% FLIT (Permethrin) BP Barr	06/18/2014
ROS1352 - Larval Site Service Call	06/27/2014
ROS1302 - Targeted Site Larval Insp Serv	06/30/2014



## Village of Willowbrook July 2014 Meeting - Status Report

### Season Perspective

June rainfall was 100% above normal for most areas in northern Illinois, and the first half of July was excessively wet too. According to the Illinois State Water Survey, "the highest moisture levels were in northern and east-central Illinois . . . These areas saw up to 4.5 inches of rain on July 12<sup>th</sup> and 13<sup>th</sup>." As a result, the Chicagoland area was impacted by four (4) to seven (7) floodwater mosquito (*Aedes vexans*) broods, the dominant annoyance species in northern Illinois with a flight range of 15 to 20 miles.

Clarke operates a network of 100 New Jersey light traps to monitor the seasonal annoyance level conditions throughout the metropolitan area. Through July of 2014, compared to 2013, the impact of the wet season has been an overall increase in the total trap catch for all species by 31%, and a 62% increase in the floodwater mosquito population.

Since mid-July at O'Hare International Airport, conditions have been relatively dry with the monthly total rainfall about 1.0 inch below normal. This dryer weather pattern is conducive to the development of *Culex pipiens*, the northern house mosquito and primary transmitter of West Nile virus (WNV). Therefore, larval site inspections and larviciding efforts have been focused on *Culex* habitats to prevent the development of within the community boundaries. Adulticiding sprayings will be performed, not only for peak floodwater mosquito annoyance periods, but also if the potential of WNV increases.

### Mosquito-Borne Disease Update

According to the CDC, "As of July 22, a total of 30 states have reported West Nile virus infections in people, birds, or mosquitoes. Thirty-five cases of West Nile virus disease in people have been reported to CDC. Of these, 16 (46%) were classified as neuroinvasive disease (such as meningitis or encephalitis) and 19 (54%) were classified as non-neuroinvasive disease."

Illinois has reported ninety-nine (99) WNV-positive mosquito samples, forty-five (45) of which are in Cook County, eight (8) in DuPage, seven (7) Will County and one (1) in Lake County. The thirty-eight (38) other positives have been reported in downstate counties. In addition, seven (7) WNV-positive birds have been identified in six (6) Illinois counties.



County	American Crow	Blue Jay	Other Birds	Mosquito Batches	Horse	Human Cases
COOK	0	0	0	45	0	0
DUPAGE	0	0	0	8	0	0
KANE	1	0	0	0	0	0
LAKE	0	0	0	1	0	0
WILL	0	0	0	7	0	0
<b>TOTAL (25 Counties)</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>99</b>	<b>0</b>	<b>0</b>

**Brood Prediction**

The floodwater mosquito (*Aedes vexans*) is the key nuisance species in the Chicagoland area. Distinct hatches of floodwater mosquito populations, or broods, are triggered by significant rainfall events. The Clarke Brood Prediction Model calculates peak annoyance periods based on rainfall and temperature data collected from weather stations in your area.

Weather Station Name	Rainfall Date	Rain Amount (inches)	Brood Prediction Date
Du Page Co.	06/18/2014	1.98	07/03/2014
Du Page Co.	06/21/2014	0.79	07/10/2014
Du Page Co.	06/30/2014	1.60	07/17/2014
Du Page Co.	07/12/2014	1.06	07/31/2014

**Upcoming Operations**

- 1 Targeted Inspection
- 2 Culex Inspections

**Recommendations**

The CDC currently shows a risk category 1. Biting adult mosquitoes activity and limited or sporadic epizootic activity in birds or mosquitoes. Conduct Integrated Vector Management program to monitor and reduce vector mosquito abundance. Conduct environmental surveillance to monitor virus activity (mosquitoes, sentinel chickens, avian mortality, etc.) Initiate community outreach and public education programs focused on personal protection and residential source reduction.



**July 2014 New Jersey Light Trap Counts**

(\*Red numbers indicate an annoyance level)

Trap Location	Jul 02	Jul 04	Jul 07	Jul 09	Jul 11	Jul 14	Jul 16	Jul 18	Jul 21	Jul 23	Jul 25	Jul 28	Jul 30
7710 Virginia Court	62	4	25	60	4	45	2	9	22	2	1	5	5

\*Mal-Trap Malfunction

**Operation and Surveillance Reports**

Below is a report outlining all services performed in the month of July. These services could include the following:

- **1252 Complete Site Larval Inspection Service:** *Inspection service of all potential mosquito larvae development sites.*
- **1302 Targeted Site Larval Inspection:** *Inspection of all targeted larval development sites.*
- **1352 Larval Site Service Call:** *Special inspection of standing water for mosquito breeding per hot line request.*
- **1752 Backpack Larviciding:** *Backpack larviciding for biological control of mosquito larvae sites.*
- **1754 Hand Larviciding:** *Hand equipment larviciding for biological control of mosquito larvae.*
- **2002 Catch Basin Trmt:** *Catch Basin treatment for larval control.*
- **2006 Natular G30 Helicopter Prehatch:** *Helicopter prehatch application for larval control.*
- **2015 150-day Altosid Briq Street CB:** *Catch Basin treatment for larval control.*
- **2019 Altosid XR CB Bike:** *Catch Basin treatment for larval control.*
- **2021 Altosid CB Bike – 30 day:** *Catch Basin treatment for larval control.*
- **2202 5% Abate Heli Prehatch:** *Helicopter prehatch application pellets for larval control.*
- **2402 Helicopter Larviciding:** *Helicopter larvicide application for biological control of mosquito larvae.*
- **2712 Biomist ATV/ULV Appl. Nights:** *ATV/ULV application for adult mosquito control.*
- **2802 Anvil Truck ULV Application:** *Truck ULV application for adult mosquito control*
- **2808 Anvil Truck ULV Streets/Drives:** *Truck ULV application for adult mosquito control*
- **2888 Truck ULV:** *ULV application for adult mosquito control.*

**Services Performed July 2014:**

Service Item	Start Date
ROS1252 - Complete Site Larval Insp Serv	07/16/2014
ROS2888 - Biomist 3+15 Truck ULV	07/21/2014
ROS1302 - Targeted Site Larval Insp Serv	07/28/2014