

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 25, 2014, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - August 11, 2014 (APPROVE)
  - c. Warrants - \$192,885.94 (APPROVE)
  - d. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Mayor and Village Clerk to Execute a Donation Agreement with Kids Around the World (PASS)
  - e. Resolution - A Resolution Authorizing the Village Administrator's Acceptance of a Proposal to Provide Independent Testing Laboratory Services in Conjunction with the Village Hall Renovation Project and Ratifying and Confirming the Village Administrator's Prior Execution of Said Proposal - Testing Service Corporation (ADOPT)
  - f. Motion - Motion to Approve - Village Hall Renovation Contract: Payout #1 - Partial Payment, FBG Corporation (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE APPROVING A REZONING FROM THE M-1 TO O-R AND GRANTING A SPECIAL USE FOR A "RECREATIONAL USE", AND VARIATIONS - PC 2014-09: 7580 QUINCY/WEST SWIM CLUB

8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK -- TITLE 5, CHAPTER 1, SECTION 5-1-1 - POLICE; CREATION AND COMPOSITION OF DEPARTMENT
9. RESOLUTION - A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) CANDIDATES TO FILL VACANCIES IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT
10. RESOLUTION - A RESOLUTION ACCEPTING A PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID PROPOSAL - STREET LIGHTING INVENTORY, DATA BASE, AND PREPARATION OF BID DOCUMENTS FOR LED STREETLIGHT REPLACEMENT PROGRAM
11. RESOLUTION - A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH THE ILLINOIS NARCOTICS AND CURRENCY INTERDICTION TASK FORCE (NARCINT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 11, 2014 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Trustees Dennis Baker and Umberto Davi

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - July 28, 2014 (APPROVE)
- c. Minutes - Executive Session - July 28, 2014 (APPROVE)
- d. Warrants - \$194,370.96 (APPROVE)
- e. Monthly Financial Report - July 31, 2014 (APPROVE)
- f. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook - Title 4, Chapter 2 - Building Code - Ordinance No. 14-O-30 (PASS)
- g. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same Back to the Dealer from which they were Originally Purchased - Ordinance No. 14-O-31 (PASS)

- h. Plan Commission Recommendation - Zoning Case 14-11: Petition for Approval of a Planned Unit Development, Including Variations and Relief as may be Required - 700 Willowbrook Centre Parkway, "Willowbrook Business Center" (RECEIVE)
- i. Proclamation - A Proclamation Recognizing August 11, 2014 as Nation 811 Day Within the Village of Willowbrook (APPROVE)
- j. Proclamation - A Proclamation Recognizing October 2014 as National Physical Therapy Month Within the Village of Willowbrook (APPROVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. ORDINANCE - AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A RESTAURANT IN TENANT SPACE 2 - OISHI SUSHI, 6300 S. KINGERY HIGHWAY, HINSDALE LAKE COMMONS SHOPPING CENTER

Planning Consultant Charlton stated that this new restaurant will be in a vacant space located next to the Phillies Bar & Grill. The new restaurant, Oishi Sushi, will have seating for approximately 73 patrons.

The Plan Commission reviewed garbage and dumpster areas and available parking stalls. All issues were said to be satisfactory. Consultant Charlton stated that parking at full occupancy in the shopping center may become an issue. The property management has been spoken to and they advised that parking will be added in the southwest corner of the complex.

A public hearing was held on July 16, 2014. No questions or comments were received from the public.

The Plan Commission made a unanimous vote to approve this special use permit.

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to pass Ordinance No. 14-O-32 as presented.

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

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A RESTAURANT AND DRIVE THROUGH USE AND GRANTING CERTAIN VARIATIONS - CHISHACK, 301 W. 75<sup>TH</sup> STREET

Planning Consultant Charlton advised that this new restaurant will be located in the old Kentucky Fried Chicken location at Willow Square Shopping Center. The Chishack Restaurant is a new concept restaurant by the members of the Bobak Family. The restaurant will accommodate 30 patrons inside and temporary outdoor seating for up to 28 patrons.

The existing building will be used and the site will be modified to provide a better flow of traffic for the drive thru. Green space will be added to the property and improvements made to the landscaping.

A public hearing was held on July 16, 2014. The property management for the adjacent shopping center had concerns over parking. There are adequate parking spaces for the indoor capacity. Village code currently does not address parking issues for temporary outdoor seating.

The Plan Commission voted unanimously to approve this special use permit.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 14-O-33 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION - A RESOLUTION ACCEPTING A PROPOSAL TO PROVIDE PROFESSIONAL PLANNING SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID PROPOSAL - POLICE FACILITY PLANNING - WILLIAMS ARCHITECTS

Administrator Halik related that since the renovation of the new Village Hall has begun, the conceptual planning work should be started for the renovation of the current building into the new police station. This work would represent Phase 2 of the Master Facilities Plan, with work to be completed during Fiscal Year 2015/16.

A proposal was received by Williams Architects, which is a continuation of their previous planning proposal of the Village Hall. The Village does not have complete as-built drawings of the current building. The current building has had additions built on three different occasions since the original construction.

It was strongly recommended that an existing conditions survey be included in this proposal. The remainder of the work includes space programming, completion of conceptual plans, project budgeting, meetings with staff, and a Board presentation.

To have this work completed now would enable the projected cost estimates to be brought forward into the Fiscal Year 2015/16 budget planning process which will begin in the fall.

Williams Architects will complete this work for a lump sum of \$9,500 and will be expended from the L.A.F.E.R. fund. It was recommended to accept this proposal at the Municipal Services Committee meeting prior to tonight's Board meeting.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 14-R-37 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Oggerino had no report.

10. ATTORNEY'S REPORT

Attorney Bastian had no report.

11. CLERK'S REPORT

Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halik related that Chief Shelton had an announcement. Chief Shelton advised that Officer Joel Rudnick has submitted his resignation effective August 20, 2014. Administrator Halik stated that the next Board of Police Commissioners meeting will be held this Friday, August 15<sup>th</sup> and the resignation will be further discussed and will move forward with the hiring process. Administrator Halik advised that at the next Village Board meeting, there will be a resolution requesting authorization to hire a new patrol officer.

Administrator Halik advised that he had hoped to bring to the Board this evening a recommendation from the Plan Commission regarding its position on medical marijuana dispensary uses. There was a split vote at the Plan Commission meeting and will need to be brought forward again at their next meeting when all members are in attendance.

13. MAYOR'S REPORT

Mayor Trilla had no report.

14. EXECUTIVE SESSION

Mayor Trilla stated that there was no need for Executive Session during tonight's meeting.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 6:45 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

August 25, 2014.

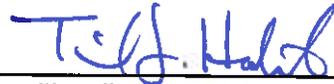
\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

August 25, 2014

GENERAL CORPORATE FUND	-----	\$50,653.71
WATER FUND	-----	142,232.23
TOTAL WARRANTS	-----	\$192,885.94



\_\_\_\_\_  
Tim Halik, Village Administrator

APPROVED:

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Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	08/26 CK# 84917	\$2,179.28
D7088 AUG 14 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
D7088 AUG 14 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AIRGAS USA LLLC (2600)	08/26 CK# 84918	\$54.53
9920561520 EQUIPMENT RENTAL 01-535-290	01-35-750-290	54.53
AL WARREN OIL CO (2205)	08/26 CK# 84919	\$4,284.91
I08558599 GASOLINE INVENTORY 01-190-126	01-190-126	4,284.91
ALEXANDER EQUIPMENT COMPANY INC (2609)	08/26 CK# 84921	\$32.94
104008 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	32.94
ALLIED WASTE-REPUBLIC SVC #551 (2345)	08/26 CK# 84922	\$1,500.00
0551011042136 WASTE STICKERS - ARC 01-130-112	01-130-112	1,500.00
AMERICAN FIRST AID SERVICE INC (77)	08/26 CK# 84923	\$18.05
181246 OPERATING EQUIPMENT 01-451-401	01-30-630-401	18.05
APPRIZE PROMOTIONAL PRODUCTS (2457)	08/26 CK# 84924	\$135.00
53669 PRINTING & PUBLISHING 01-501-302	01-35-710-302	135.00
BLACK GOLD SEPTIC (208)	08/26 CK# 84926	\$310.00
3882/AUG 14 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
JOSE CHAVEZ-JIMENEZ (322)	08/26 CK# 84927	\$16.23
2014 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	16.23
CHICAGO BADGE & INSIGNIA CO (334)	08/26 CK# 84928	\$190.08
13049 OPERATING EQUIPMENT 01-451-401	01-30-630-401	190.08
COLLEGE OF DUPAGE (364)	08/26 CK# 84929	\$3,080.00
SLWBPDFA14/510 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	3,080.00
COMMONWEALTH EDISON (370)	08/26 CK# 84930	\$577.11
0423085170AUG14 RED LIGHT - COM ED	01-30-630-248	69.91
4403140110AUG14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	72.39
6863089003AUG14 RED LIGHT - COM ED	01-30-630-248	40.50
7432089030AUG14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	337.32
791026027AUG14 RED LIGHT - COM ED	01-30-630-248	56.99
COMPASS PLUMBING LLC (2306)	08/26 CK# 84931	\$799.00
7261 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	248.00
7262 MAINTENANCE - PW BUILDING	01-35-725-418	254.00
7264 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	297.00
CROWNE INDUSTRIES LTD (2633)	08/26 CK# 84932	\$288.00
40 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	288.00
DATAMATION IMAGING SERVICES (2568)	08/26 CK# 84933	\$1,525.00
AUG 11394 E D P EQUIPMENT 01-445-641	01-10-485-641	1,525.00
DELTA DENTAL PLAN OF ILLINOIS (468)	08/26 CK# 84934	\$3,861.13
SEPT 2014 EMP DED PAY-INS 01-210-204	01-210-204	770.50
SEPT 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	193.43
SEPT 2014 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	55.50
SEPT 2014 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	111.01
SEPT 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,426.25
SEPT 2014 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	137.92
SEPT 2014 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	166.52
JOHN J. HANDZIK (750)	08/26 CK# 84938	\$150.38
2014 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	150.38

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
HILTON HOTEL (788)	08/26 CK# 84939	\$782.21
2014 IML CONF SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	782.21
HINSDALE VILLAGE OF (798)	08/26 CK# 84940	\$20.00
PR2014SU SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	20.00
I.R.M.A. (966)	08/26 CK# 84941	\$1,986.79
JULY 2014 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	38.80
JULY 2014 SELF INS - DEDUCTIBLE 01-515-272	01-35-730-272	502.64
JULY 2014 SELF INSURANCE - DEDUCTIBLE 01-440-273	01-10-480-273	1,848.96
JUNE 2014 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	-403.61
J. MARCEL ENTERPRISES (1004)	08/26 CK# 84942	\$161.90
124222 UNIFORMS 01-451-345	01-30-630-345	161.90
KIEFT BROTHERS INC (1051)	08/26 CK# 84943	\$84.15
203503 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	84.15
KING CAR WASH (1057)	08/26 CK# 84944	\$325.00
60/JUL 14 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	325.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	08/26 CK# 84945	\$558.48
9000735395 COPY SERVICE 01-451-315	01-30-630-315	135.07
9000738942 COPY SERVICE 01-420-315	01-10-455-315	423.41
L-3 COMMUNICATIONS (2592)	08/26 CK# 84946	\$350.00
215256 OPERATING EQUIPMENT 01-451-401	01-30-630-401	350.00
LEXIS (21)	08/26 CK# 84947	\$192.90
1009686/JUL 14 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	192.90
LOGSDON OFFICE SUPPLY (2452)	08/26 CK# 84948	\$125.81
917787-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	42.95
917787-001 OFFICE SUPPLIES 01-15-510-301	01-15-510-301	38.40
917787-001 OFFICE SUPPLIES 01-601-301	01-20-550-301	29.98
917787-001 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	14.48
MAC NEIL AUTOMOTIVE PRODUCTS LTD (1183)	08/26 CK# 84949	\$127.76
4979981 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	127.76
METRO REPORTING SERVICE LTD. (1246)	08/26 CK# 84950	\$797.80
10597 FEES - COURT REPORTER 01-15-520-246	01-15-520-246	797.80
METROPOLITAN MAYORS CAUCUS (1252)	08/26 CK# 84951	\$298.90
2014-263 FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	298.90
MOTOROLA SOLUTIONS INC (1312)	08/26 CK# 84952	\$68.00
145276302014 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00
NORTH EAST MULTI REGIONAL TRNG. (1371)	08/26 CK# 84953	\$125.00
185346/KOBLER SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	125.00
ORKIN EXTERMINATING (1439)	08/26 CK# 84954	\$84.70
AUG 2014 D26046 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	84.70
PAPER DIRECT (1456)	08/26 CK# 84955	\$135.94
W210845000019 OFFICE SUPPLIES 01-420-301	01-10-455-301	135.94
PARTNERS AND PAWS VETERINARY SERVICES (2548)	08/26 CK# 84956	\$279.50
20000253 OPERATING EQUIPMENT 01-451-401	01-30-630-401	279.50
PCS INTERNATIONAL (2201)	08/26 CK# 84957	\$180.00
133180 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	180.00
PETTY CASH C/O TIM HALIK (1492)	08/26 CK# 84958	\$65.28
8/13/14 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	10.28

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
8/13/14 OPERATING EQUIPMENT 01-451-401	01-30-630-401	55.00
PRAXAIR DISTRIBUTION INC (1538)	08/26 CK# 84959	\$943.58
50076452 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	943.58
RAGS ELECTRIC, INC (1585)	08/26 CK# 84960	\$841.54
15086 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	295.02
15086 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	295.02
15087 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	251.50
RAY O'HERRON CO., INC. (1594)	08/26 CK# 84961	\$182.94
1444794 OPERATING EQUIPMENT 01-451-401	01-30-630-401	62.95
1444795 OPERATING EQUIPMENT 01-451-401	01-30-630-401	119.99
RUTLEDGE PRINTING CO. (1648)	08/26 CK# 84962	\$190.71
122164 PRINTING & PUBLISHING 01-451-302	01-30-630-302	190.71
SERVICE SANITATION INC (1697)	08/26 CK# 84963	\$95.00
6898588 RENT - EQUIPMENT 01-615-234	01-20-570-234	95.00
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	08/26 CK# 84964	\$2,826.15
64945/JUL14 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	2,301.15
64946/JUL14 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	525.00
SUBURBAN LIFE PUBLICATIONS (1805)	08/26 CK# 84965	\$231.48
960100 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	231.48
SUNSET SEWER & WATER (2276)	08/26 CK# 84966	\$1,520.28
2014-208 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	1,520.28
T.P.I. (1886)	08/26 CK# 84967	\$7,752.03
7130/JULY 14 REIMB.	01-40-820-258	4,187.03
7130/JULY 14 PART TIME INSPECTOR 01-565-109	01-40-830-109	2,980.00
7130/JULY 14 REIMB.	01-40-830-115	585.00
TAMELING INDUSTRIES (1844)	08/26 CK# 84968	\$137.50
96510 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	137.50
THOMSON WEST (1871)	08/26 CK# 84969	\$675.75
829786284 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	675.75
TREK BICYCLE STORE OF DOWNERS GROVE (2288)	08/26 CK# 84970	\$220.97
14143741 OPERATING EQUIPMENT 01-451-401	01-30-630-401	159.98
80614144104 OPERATING EQUIPMENT 01-451-401	01-30-630-401	60.99
TRUGREEN (2542)	08/26 CK# 84971	\$4,438.00
22722458 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	1,875.00
22787794 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	2,563.00
UNIFIRST (1926)	08/26 CK# 84973	\$168.81
0610850748 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	168.81
VERIZON WIRELESS (1972)	08/26 CK# 84974	\$696.64
9729611705 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	60.00
9729611705 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.33
9729611705 PHONE - TELEPHONES 01-451-201	01-30-630-201	378.41
9729611705 TELEPHONES 01-501-201	01-35-710-201	136.63
9729611705 TELEPHONES 01-551-201	01-40-810-201	98.27
WEST CENTRAL MUNICIPAL CONF. (2027)	08/26 CK# 84975	\$1,650.00
7890 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	1,650.00
WESTFIELD FORD (2028)	08/26 CK# 84976	\$134.57
376137 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	134.57

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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WESTOWN AUTO SUPPLY COMPANY (2026)	08/26 CK# 84977	\$56.00
58934 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	56.00
WILD GOOSE CHASE INC (2047)	08/26 CK# 84978	\$840.00
21611 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00
THE YOGA TEACHERS' GROUP INC (2109)	08/26 CK# 84979	\$1,300.00
7/14-8/16/14SMR SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	1,300.00
TOTAL GENERAL CORPORATE FUND		\$50,653.71

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	08/26 CK# 84920	\$507.69
92825/SEP/NOV14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593/SEP/NOV14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594/SEP/NOV14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
ASSOCIATED TECHNICAL SERV. LTD. (126)	08/26 CK# 84925	\$638.50
25283 LEAK SURVEYS 02-430-276	02-50-430-276	638.50
COMMONWEALTH EDISON (370)	08/26 CK# 84930	\$557.13
4651111049AUG14 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	557.13
DELTA DENTAL PLAN OF ILLINOIS (468)	08/26 CK# 84934	\$137.93
SEPT 2014 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	137.93
DUPAGE WATER COMMISSION (521)	08/26 CK# 84935	\$138,058.82
10570/JUL 2014 PURCHASE OF WATER 02-420-575	02-50-420-575	138,058.82
ENVIRO TEST INC (555)	08/26 CK# 84936	\$87.50
14-130460JUL14 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
HACH CHEMICAL COMPANY (745)	08/26 CK# 84937	\$427.00
8944455 CHEMICALS 02-420-361	02-50-420-361	427.00
RAGS ELECTRIC, INC (1585)	08/26 CK# 84960	\$295.03
15086 PUMP INSPECTION REPAIR MAINTAIN STA	02-50-420-491	295.03
UNDERGROUND PIPE & VALVE, CO. (1923)	08/26 CK# 84972	\$1,386.00
2884 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	1,108.80
2906 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	277.20
VERIZON WIRELESS (1972)	08/26 CK# 84974	\$136.63
9729611705 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.63
TOTAL WATER FUND		\$142,232.23

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR AUGUST, 2014

RUN DATE: 08/13/14

SUMMARY ALL FUNDS

RUN TIME: 03:42PM

BANK ACCOUNT	DESCRIPTION	AMOUNT
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	50,653.71 *
02-110-105	WATER FUND-CHECKING 0010330283	142,232.23 *
TOTAL ALL FUNDS		192,885.94 **

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DONATION AGREEMENT WITH KIDS AROUND THE WORLD.

**AGENDA NO.**

5d

**AGENDA DATE:** 8/25/14

**STAFF REVIEW:** Kristin Violante, Superintendent of Parks

**SIGNATURE:**

*Kristin Violante*

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

**SIGNATURE:**

*Tom Bastian*

**RECOMMENDED BY:** Tim Halik, Village Administrator

**SIGNATURE:**

*TE Halik*

**REVIEWED & APPROVED BY COMMITTEE:**

YES

NO

N/A

Date: August 5, 2014

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

Staff has Village owned playground equipment deemed surplus and ready for donation to Kids Around the World. See Appendix "A" for list of equipment. Kids Around the World is taking twenty year old playground equipment from Lake Hinsdale Park that was scheduled to be replaced during the 2014/2015 fiscal year. A limestone walking path will be installed through the vacated space. All of the playground equipment is scheduled to be replaced at Willow Pond Park with the recently awarded OSLAD grant. Kids Around the World is taking two pieces of that equipment.

The Parks & Recreation Commission approved the donation of this equipment at their meeting on Tuesday, August 5, 2014.

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

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the donation of the playground equipment that is attached in Appendix "A".

**ACTION PROPOSED:**

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 14-0

AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DONATION AGREEMENT WITH KIDS AROUND THE WORLD.

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WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or for the best interests of the Village of Willowbrook, to retain ownership of the personal property hereinafter described: and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Willowbrook to dispose of said personal property.

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

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Willowbrook find that the property legally described on Exhibit "A" attached hereto and made a part of, now owned by the Village of Willowbrook, is no longer necessary or useful to the Village of Willowbrook and the best interests of the Village of Willowbrook will be served by its disposal.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the property set forth on Exhibit "A" now owned by the Village

of Willowbrook by donating the identified property, with or without advertisement.

SECTION THREE: The Mayor and Village Clerk are hereby authorized to execute the donation agreement with Kids Around the World.

SECTION FOUR: The donation of said surplus property is "AS IS" with no warranty either express or implied of merchant ability or fitness for particular purpose.

SECTION FIVE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 25<sup>th</sup> day of August, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**Appendix A****Willow Pond**

<b>Equipment</b>	<b>Model</b>	<b>Purchased From</b>
10" whirl		Gametime
2-seat bouncer	148636B	Landscape Structures – Nu Toys

**Lake Hinsdale Park**

<b>Equipment</b>	<b>Model</b>	<b>Purchased From</b>
Galaxy Whirl		Miracle Recreation
2 – 148" posts	21480	Landscape Structures – Nu Toys
5 – 132" posts	21320	Landscape Structures – Nu Toys
8 – 116" posts	21160	Landscape Structures – Nu Toys
2 kick plates	99245	Landscape Structures – Nu Toys
1 square deck	99354	Landscape Structures – Nu Toys
1 slidewinder slide 40" deck	111414	Landscape Structures – Nu Toys
Transfer Module	99297	Landscape Structures – Nu Toys
3 – Tri Decks	99360	Landscape Structures – Nu Toys
Spyro Slide	76372	Landscape Structures – Nu Toys
Driver Panel	111288	Landscape Structures – Nu Toys
Single Pole Slide	00540	Landscape Structures – Nu Toys
Fire Pole	04040	Landscape Structures – Nu Toys
2 - Crawl Tunnel	28056	Landscape Structures – Nu Toys
Clatter Bridge	08392	Landscape Structures – Nu Toys
Corkscrew	36040	Landscape Structures – Nu Toys
Log Roll	41648	Landscape Structures – Nu Toys
Snake Climber	29056	Landscape Structures – Nu Toys
2 Talk Tubes	5500	Landscape Structures – Nu Toys
Talk Tube tubing kit	5500	Landscape Structures – Nu Toys
Vertical loop arch ladder	63540	Landscape Structures – Nu Toys
Track Ride	71421	Landscape Structures – Nu Toys



kids around the world

## PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc., 2424 Charles St., Rockford, IL 61125 (hereinafter referred to as "KIDS") and \_\_\_\_\_ (hereafter referred to as "Park District").

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to acquire as a donation, the below identified used playground equipment from the Park District (hereafter referred to as the "Equipment").

In consideration for the donation of the Equipment from the Park District, KIDS agrees to the following:

**DISCLAIMER: KIDS acknowledges and agrees that the Park District is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof "as-is" and that the Park District has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Park District shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Park District based on KIDS' own judgment and the Park District hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.**

**INDEMNIFICATION AND HOLD HARMLESS: KIDS shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of Park District premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of KIDS or any of KIDS' contractors or subcontractors, or the partners, directors, officers, agents, volunteers, or employees; (iii) any accident, injury or damage whatsoever occurring in or Park District premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. KIDS shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of KIDS' breach of any of its obligations under, or KIDS' default of, any provision of the Contract.**

**WAIVER & RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK:** KIDS fully understands and agrees that that in consideration for the donation of the Equipment, KIDS is expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which KIDS might sustain arising out or in any way connected with the removal, acquiring, or use of the Equipment against the Park District, once KIDS has commenced physical removal of the donated equipment, and from that point forward. This waiver and release does not apply to any and all claims arising at the location of the equipment removal, from an occurrence before KIDS has begun removing the donated and accepted equipment and after KIDS has completed removal of the donated and accepted equipment.

**INSURANCE REQUIREMENTS:** KIDS shall maintain insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

KIDS shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of KIDS' insurance and shall not contribute with it.

**B. Business Auto and Umbrella Liability Insurance**

If applicable, KIDS shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to removal of the Equipment, KIDS shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of KIDS' obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting KIDS from removing the Equipment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

The donated equipment included in this agreement includes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Representative of KIDS AROUND THE WORLD, INC.

\_\_\_\_\_  
Representative of the DONATING ORGANIZATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF A PROPOSAL TO PROVIDE INDEPENDENT TESTING LABORATORY SERVICES IN CONJUNCTION WITH THE VILLAGE HALL RENOVATION PROJECT AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID PROPOSAL – TESTING SERVICE CORPORATION

AGENDA NO. 5c

AGENDA DATE: 8/25/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE: Tom Bastain

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A

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

As part of the renovation of the new Village Hall offices located at 835 Midway Drive, various aspects of the construction project require independent testing services to ensure the bearing capacity of soil is adequate, materials (e.g., concrete and mortar) meet strength specifications, reinforcing steel is used, and connections are proper. This scope of work falls under the responsibility of the owner to arrange – the independent testing company works directly for the owner.

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

During previous roadway maintenance programs, the Village has utilized the independent testing company, Testing Service Corporation (TSC), located in Carol Stream, Illinois to provide both material and density testing for the asphalt used in the project. TSC has always provided professional services and have been very responsive to the project scheduling needs. As such, staff contacted TSC to request a proposal to provide testing services for the Village Hall project.

TSC submitted the attached proposal to provide the above mentioned independent testing services for this project. The proposal complies with the Illinois Prevailing Wage Act. Fees will be charged on an hourly basis, and a budget amount of \$8,700 has been recommended for this project (see Assumptions & Estimated Fees, page 6 within the attached proposal). Given the project schedule includes the placement of concrete starting the week of August 18<sup>th</sup>, the independent testing services contract must in in place before then. Mayor Trilla was consulted and it was agreed that the proposal from TSC be accepted and ratified by the Village Board at their next meeting on August 25, 2014 so as not to delay construction. Therefore, the proposal was accepted and signed by the Village Administrator on August 12, 2014.

Funds for this work will be expended from the LAFER Fund, as anticipated.

### ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF A PROPOSAL TO PROVIDE INDEPENDENT TESTING LABORATORY SERVICES IN CONJUNCTION WITH THE VILLAGE HALL RENOVATION PROJECT AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID PROPOSAL – TESTING SERVICE CORPORATION

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized and directed to accept the proposal from Testing Service Corporation, attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, to provide independent testing laboratory services in conjunction with the Village Hall renovation project located at 835 Midway Drive in the amount of \$8,700, and that the Village Administrator's prior execution of said change order be and the same is hereby ratified and confirmed.

ADOPTED and APPROVED this 25<sup>th</sup> day of August, 2014

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

NAY: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_



TESTING SERVICE CORPORATION

*Corporate Office*

360 South Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

August 11, 2014

Mr. Tim Halik, CBO, MCP  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527

RE: P.N. 53.289  
Independent Testing Laboratory Services  
New Village Hall  
835 Midway Drive  
Willowbrook, Illinois



Dear Mr. Halik:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Independent Testing Laboratory Services for the referenced project. The objectives of our services are to conduct and interpret tests, and to report our findings as directed by personnel appointed by Village of Willowbrook. This proposal includes Prevailing Wage rates.

Based on the information provided, TSC understands that the following material testing services may be required for the project as it progresses:

- Soil in connection with excavating for foundations
- Reinforcing steel (rebar)
- Concrete in connection with foundation and superstructure
- Bolted and welded structural steel connections
- Mortar for masonry work

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

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

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

A budget amount of Eight Thousand Seven Hundred Dollars (\$8,700.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Village of Willowbrook and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, client callout frequency, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Tim Halik, CBO. MCP  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527  
Tel: (630) 323-8215  
Fax: (630) 323-0787  
email: THalik@willowbrook.il.us

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted.

TESTING SERVICE CORPORATION



Jeffrey R. Martinka, P E  
Carol Stream Branch Manager

JRM/tlv

Enc: General Conditions  
Project Data Sheet

Approved and accepted for VILLAGE OF WILLOWBROOK by:

TJ Halik TIMOTHY J. HALIK  
(NAME)

VILLAGE ADMINISTRATOR  
(TITLE)

AUGUST 12, 2014  
(DATE)

**SCHEDULE OF CHARGES**

CONSTRUCTION MATERIALS ENGINEERING SERVICES

TSC is staffed and equipped to provide any of the following items that may be ordered by you.

- Soil in connection with site grading
- Utility Trench Backfill
- Soil in connection with excavating for caissons
- Soil in connection with excavating for foundations
- Soil in connection with excavating for paving, curbs, gutters and walks
- Reinforcing steel (rebar)
- Concrete in connection with caissons
- Concrete in connection with foundation and superstructure
- Concrete in connection with concrete paving, curbs, gutters and walks
- Bituminous paving and base course stone
- Bolted and welded structural steel connections
- Spray on Fire Protection Material
- Mortar for masonry work

ITEM I    FIELD SERVICES

A.	Material Tester I	Per Hour:	\$ 109.50
B.	Material Tester II	Per Hour:	\$ 112.50
C.	Transportation, Light Vehicle	Per Mile:	\$ 0.60

The time is portal-to-portal from the office servicing the project.  
Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday  
Increase hourly rate by 1.8 for Sunday or Holiday work  
The minimum trip charge for 0 to 4 hours is four (4) hours and for  
4 to 8 hours is eight (8) hours Monday through Friday and eight (8)  
hours on Saturday and Sunday

Engineering services for summary report preparation are invoiced  
at the Graduate Engineer Rate.

D.	Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 35.00
E.	Pickup Concrete Test Samples		
	1. Fewer than 20 Cylinders at Grade Level	Per Trip:	\$ 60.00
	2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck	Per Trip:	\$ 120.00

F. Structural Steel Test Equipment

- 1. Ultrasonic Flaw Detector Per Day: \$ 50.00
- 2. Magnetic Particle Yoke Per Day: \$ 35.00

G. Fire-Proofing

- 1. Cohesion Test Supplies Per Day: \$ 55.00
- 2. Density Test Each: \$ 45.00

ITEM II LABORATORY SERVICES

A. Soils

- 1. Compaction Curve to establish the Maximum Dry Unit weight and optimum water content
  - a. Modified (AASHTO T180. ASTM D1557) Each: \$ 190.00
  - b. Standard( AASHTO T99. ASTM D698) Each: \$ 180.00
  - c. Add for Methods B. C. or D Each: \$ 15.00
- 2. Thin-Walled Tube Samples
  - a. Combined Water Content & Dry Unit Weight Determination Each: \$ 18.00
  - b. Unconfined Compressive Strength Each: \$ 12.00

B. Portland Cement Concrete/Aggregates

- 1. Concrete Test Cylinders (6"x12")
  - a. Compressive Strength Each: \$ 16.25
  - b. Spares/Handling Charge Each: \$ 16.25
  - c. Trim End of Specimen When Necessary Each: \$ 20.00
- 2. Concrete Test Cylinders (4"x8")
  - a. Compressive Strength Each: \$ 15.50
  - b. Spares/Handling Charge Each: \$ 15.50
  - c. Trim End of Specimen When Necessary Each: \$ 20.00
- 3. Mortar Cubes
  - a. Compressive Strength Each: \$ 16.25
  - b. 2" Cube Mold Per Day: \$ 8.00
- 4. Evaluation of Mortars for Plain & Reinforced Masonry
  - a. Pre-Construction Each: \$ 350.00
  - b. Cement/Aggregate Ratio Each: \$ 50.00
- 5. Masonry Block Prisms Each: \$ 50.00

6. Sieve Analysis		
a. Washed w/200 Sieve	Each:	\$ 90.00
b. Unwashed	Each:	\$ 68.50
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 40.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 175.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 120.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2014.

**ASSUMPTIONS & ESTIMATED FEE**

The following estimate is based on our current cost structure.

<b>Foundations</b>					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	12.0	112.50	\$ 1,350.00
2	Material Tester II (Overtime)	Hour		157.50	\$ 0.00
3	Travel. Light Vehicle	Mile	150	0.60	\$ 90.00
4	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
5	Soil. Water Content and Dry Unit Weight Determination	Each	8	18.00	\$ 144.00
6	Laboratory Compaction Curve. Soil (Modified)	Each		190.00	\$ 0.00
7	Laboratory Compaction Curve. Stone (Modified)	Each		190.00	\$ 0.00
Sub-Total:					\$ 1,584.00

Estimate Basis - 3 trips of 4 hours duration for footing inspections.

<b>Cast In Place Concrete</b>					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	24.0	109.50	\$ 2,628.00
2	Material Tester I (Overtime)	Hour		153.30	\$ 0.00
3	Travel. Light Vehicle	Mile	300	0.60	\$ 180.00
4	Pickup Test Samples (<20 at Grade Level)	Each	6	60.00	\$ 360.00
5	20 or more Cylinders or Cylinders in Basement or on Elevated Deck	Each		120.00	\$ 0.00
6	Concrete Test Cylinders (6"x 12")	Each	24	16.25	\$ 390.00
7	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
Sub-Total:					\$ 3,558.00

Estimate Basis - 6 trips of 4 hours duration for field testing of concrete placed for footings, walls and slab patches.

Masonry					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	8.0	112.50	\$ 900.00
2	Material Tester II (Overtime)	Hour		157.50	\$ 0.00
3	Travel, Light Vehicle	Mile	100	0.60	\$ 60.00
4	Pickup Test Samples (<20 at Grade Level)	Each	2	60.00	\$ 120.00
5	20 or more Cylinders or Cylinders in Basement or on Elevated Deck	Each		120.00	\$ 0.00
6	Mortar, Compressive Strength	Each	6	16.25	\$ 97.50
7	Cement/Aggregate Ratio	Each		50.00	\$ 0.00
8	Grout Compressive Strength	Each	6	16.25	\$ 97.50
9	Block Prisms, Compressive Strength	Each		50.00	\$ 0.00
Sub-Total:					\$ 1,275.00

Estimate Basis - 2 trips of 4 hours duration for masonry testing.

Structural Steel					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	12.0	112.50	\$ 1 350.00
2	Material Tester II (Overtime)	Hour		157.50	\$ 0.00
3	Travel, Light Vehicle	Mile	150	0.60	\$ 90.00
4	Use of Ultrasonic Flaw Detector	Each		50.00	\$ 0.00
Sub-Total:					\$ 1,440.00

Estimate Basis - 3 trips of 4 hours duration for inspection of field welded and bolted connections.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	7.0	120.00	\$ 840.00
2	Secretary	N/C	0.0	0.00	\$ 0.00
Sub-Total:					\$ 840.00

TSC's base fee schedule includes up to three copies of each report

Estimated Total: \$ 8,697.00

RECOMMENDED BUDGET: \$ 8,700.00



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for nine (9) months within sixty (60) days of the date of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed. Its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



# Project Data Sheet

## TESTING SERVICE CORPORATION

### General Information:

Project Name: WILLOWBROOK VILLAGE HALL  
 Project Address: 835 MIDWAY DRIVE  
 City State Zip: WILLOWBROOK, IL. 60527  
 Project Manager: ABE ASSAF, FBG CORP.  
 E-Mail: ABE@FBG CORPORATION.COM  
 Telephone: 630.728.2299 CELL  
 Fax: 630.941.7799  
 Site Contact: STEVE VERBENA  
 E-Mail: STEVE55@SBCGLOBAL.NET  
 Telephone: 224-201-6336 CELL  
 Fax: 630.941.7799

### Send Invoice To:

Invoice #/Date: N/A  
 Name: TIMOTHY J. HALIK  
 Company: VILLAGE OF WILLOWBROOK  
 Address: 7760 QUINCY STREET  
 City State Zip: WILLOWBROOK, IL. 60527  
 E-Mail: THALIK@WILLOWBROOK.IL.US  
 Telephone: 630.514.3391 CELL  
 Fax: 630.920.2427

### Important Notes:

### Completed By:

Signature: [Signature]  
 Name: TIMOTHY J. HALIK  
 Date: 8/12/2014

### Distribute Reports as Follows:

Name: TIMOTHY J. HALIK  
 Company: VILLAGE OF WILLOWBROOK  
 Address: 7760 QUINCY STREET  
 City State Zip: WILLOWBROOK, IL. 60527  
 E-Mail: THALIK@WILLOWBROOK.IL.US  
 Telephone: 630.920.2261 OFFICE  
 Fax: 630.920.2427

Name: SCOTT A. MORLOCK  
 Company: WILLIAMS ARCHITECTS  
 Address: 500 PARK BLVD. # 800  
 City State Zip: ITASCA, IL. 60143  
 E-Mail: SAMORLOCK@WILLIAMS-ARCHITECTS.COM  
 Telephone: 630.221.1212  
 Fax: 630.221.1220

Name: ABE ASSAF  
 Company: FBG CORPORATION  
 Address: 1015 S. ROUTE 83  
 City State Zip: ELMHURST, IL. 60126  
 E-Mail: ABE@FBG CORPORATION.COM  
 Telephone: 630.941.4700  
 Fax: 630.941.7799

Name: STEVE VERBENA  
 Company: FBG CORPORATION  
 Address: 1015 S. ROUTE 83  
 City State Zip: ELMHURST, IL. 60126  
 E-Mail: STEVE55@SBCGLOBAL.NET  
 Telephone: 224-201-6336 CELL  
 Fax: 630.941.7799

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> MOTION TO APPROVE – VILLAGE HALL RENOVATION CONTRACT: PAYOUT #1 – PARTIAL PAYMENT, FBG CONSTRUCTION CORPORATION	<b>AGENDA NO.</b> 5f  <b>AGENDA DATE:</b> <u>8/25/14</u>
--	--

<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	SIGNATURE: <u>TE Halik</u>
<b>LEGAL REVIEW:</b> Thomas Bastain, Village Attorney	SIGNATURE: <u>Tom Bastain</u>
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	SIGNATURE: <u>TE Halik</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	

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

At its regular meeting on July 14, 2014, the Village Board awarded a construction contract to FBG Corporation to complete the renovation of the new Village Hall offices located at 835 Midway Drive. Work commenced on July 23, 2014 and, since that time, various work has occurred including demolition, light gauge steel framing, excavation for underground plumbing, and ordering of the elevator.

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

Given this portion of work is now completed and paid by the contractor, a request for partial payment was received. The request was forwarded to the Architect of Record to review. Williams Architects has reviewed the request and has provided their approval of a partial payout in the amount of \$41,173.20. We have also received a partial waiver of lien from the contractor. Copies of certified payroll accounting from each of the sub-contractors will be obtained prior to the release of the payment check. A complete copy of the Application and Certification for Payment for Payment #1 – Partial Payment Request is attached.

Staff would recommend that the Mayor and Board of Trustees authorize Payout #1 – Partial Payment to FBG Corporation in the amount of \$41,173.20. The authorized payment amount would be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
LAND & FACILITY	14-75-930-410	Village Hall Remodel	\$1,061,927.00

**ACTION PROPOSED:**

Approve motion.

RECEIVED

AUG - 8 2014

VILLAGE OF  
WILLOWBROOK

07 August 2014

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

Re: Village of Willowbrook  
Village Hall Remodel  
Project No. 2014-002  
Payout Request No. 1

Dear Tim:

I am forwarding you two (2) executed copies of the Application and Certificate for Payment and the Sworn Statement for processing. Based on observations at the site, and to the best of our knowledge, information and belief, the work is complete and the quality of the work is in accordance with the contract documents based on monies requested.

It should be noted that Williams Architects has no contractual responsibility for waiver review and no such review has been provided by this office.

Cordially,



Scott Morlock, AIA, LEED AP  
Architect

xc: Abe Assaf / F.B.G. Corporation (Cover letter only)

G:\2014\2014-002 Village of Willowbrook Village Hall Offices\B. General Basic Services\_Task 20-50\B.07. Correspondence\Owner\2014 08 07 Ltr - Payout No 01.doc

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

**TO OWNER** Village of Willowbrook  
 7760 Quincy Street  
 Willowbrook, IL 60527

**PROJECT:** Village of Willowbrook  
 Village Hall Renovations  
 835 Midway Drive  
 Willowbrook, IL 60527

**FROM CONTRACTOR:**  
 FBG Corporation  
 1015 S. Rt. 83  
 Elmhurst, IL 60126

**VIA ARCHITECT:**  
 Williams Architects  
 500 Park Blvd, Suite 800  
 Itasca, IL 60143

**CONTRACT FOR:** General Contracting

**APPLICATION NO:** One (1)

**PERIOD TO:** 08/05/14.

**PROJECT NOS:** 2014-002

**CONTRACT DATE:** July 14, 2014.

**Distribution to:**

OWNER
ARCHITECT
CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM \$ 1,431,580.00
- Net change by Change Orders \$ 0.00
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,431,580.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 45,748.00
- RETAINAGE:
  - 10 % of Completed Work (Column D + E on G703) \$ 4,574.80
  - % of Stored Material (Column F on G703) \$
  - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 4,574.80
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 41,173.20
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 41,173.20
- CURRENT PAYMENT DUE (Line 3 less Line 6) \$ 1,390,406.80

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: FBG CORPORATION

By: 

Date: 8/5/14

State of: Illinois County of: DuPage  
 Subscribed and sworn to before me this 5 day of August 2014  
 Notary Public: Cheryl Bricker  
 My Commission expires: 04/09/17

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 41,173.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Williams Architects

By: 

Date: 8-7-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: One (1)

APPLICATION DATE: 08/05/14.

PERIOD TO: 08/05/14.

ARCHITECT'S PROJECT NO: 2014-002

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

## VILLAGE OF WILLOWBROOK - HALL RENOVATIONS

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Excavation/Concrete - RW Clark	\$68,000.00						0.00%	\$68,000.00	\$0.00
2	Landscaping - American Bluegrass	\$4,500.00						0.00%	\$4,500.00	\$0.00
3	Demolition - Robinette	\$68,500.00						0.00%	\$68,500.00	\$0.00
4	Unit Masonry - R D Masonry	\$75,000.00						0.00%	\$75,000.00	\$0.00
5	Steel - Waukegan Steel	\$54,000.00						0.00%	\$54,000.00	\$0.00
6	Millwork - Michael Hutchings	\$49,900.00						0.00%	\$49,900.00	\$0.00
7	Roofing/Composite Wall - Metal Master	\$117,000.00						0.00%	\$117,000.00	\$0.00
8	Doors/Hardware - Classic Hardware	\$23,000.00						0.00%	\$23,000.00	\$0.00
9	Storefronts - Cardinal Glass	\$45,000.00						0.00%	\$45,000.00	\$0.00
10	Gypsum Board - Vision Interiors	\$79,000.00						0.00%	\$79,000.00	\$0.00
11	Flooring - Plinacle Flooring	\$60,000.00						0.00%	\$60,000.00	\$0.00
12	Painting - DVM	\$38,000.00						0.00%	\$38,000.00	\$0.00
13	Toilet/Bath Access - Carney	\$2,500.00						0.00%	\$2,500.00	\$0.00
14	Acoustical Ceiling - Just Rite Acoustic	\$39,000.00						0.00%	\$39,000.00	\$0.00
15	Column Coverings - Custom Architectu	\$7,000.00						0.00%	\$7,000.00	\$0.00
16	Letter Signage - CorPro Screentech	\$10,000.00						0.00%	\$10,000.00	\$0.00
17	Blinds - Allstar Drapery	\$4,000.00						0.00%	\$4,000.00	\$0.00
18	Hydraulic Elevator - Thyssenkurupp	\$75,500.00		\$18,875.00	\$18,875.00		\$18,875.00	25.00%	\$56,625.00	\$1,887.50
19	Plumbing - Peter Perella & Co.	\$45,000.00						0.00%	\$45,000.00	\$0.00
20	Mechanical - Quality Mechanical	\$94,000.00						0.00%	\$94,000.00	\$0.00
21	Electrical - Cameo Electric	\$200,000.00						0.00%	\$200,000.00	\$0.00
22	Bond/Insurance - FBG	\$20,000.00		\$20,000.00	\$20,000.00		\$20,000.00	100.00%	\$0.00	\$2,000.00
23	General Conditions/OH&P	\$252,680.00		\$6,873.00	\$6,873.00		\$6,873.00	2.72%	\$245,807.00	\$687.30
	<b>GRAND TOTALS</b>	\$1,431,580.00	\$0.00	\$45,748.00	\$45,748.00	\$0.00	\$45,748.00	3.20%	\$1,385,832.00	\$4,574.80

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

**Waiver of Lien to Date**

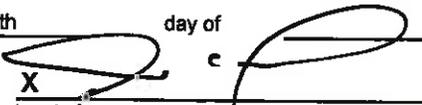
State of Illinois } SS  
 County of DuPage } SS

Gty # \_\_\_\_\_  
 Loan # \_\_\_\_\_  
 Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Willowbrook  
 to furnish General Contracting  
 for the premises known as Village Hall Renovations, 835 Midway Drive, Willowbrook, IL 60527  
 of which Village of Willowbrook is the owner.

THE undersigned, for and in consideration of Fourty One Thousand One Hundred Seventy Three and 20/100\*\*\*  
\$41,173.20 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
 release any lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said  
 above-described and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
 other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished  
 to this date by the undersigned for the above-described premises.

Given under my hand signed and seal \_\_\_\_\_ this  
5th day of August 2014  
 Signature and Seal: X 

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and  
 title of signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and desig-  
 nate himself as partner.

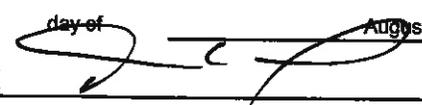
**CONTRACTOR'S AFFIDAVIT**

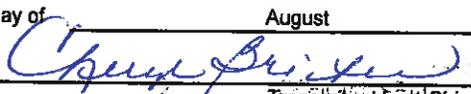
State of Illinois } SS  
 County of DuPage } SS  
 TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn deposes and says that he is David Mac Marshall  
Vice President of the FBG Corporation  
 who is the contractor for the General Contracting work on  
 building located at Village Hall Renovations, 835 Midway Drive, Willowbrook, IL 60527  
 owned by Village of Willowbrook  
 That the total amount of the contract including extra's is \$1,431,580.00 on which he has received payment of  
\$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnish-  
 ed material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material  
 entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and  
 material required to complete said work according to plans and specification:

Names	What for	Contract Price	Amount Paid	This Payment	Balance Due
FBG Corporation	General Contracting	\$1,431,580.00	\$0.00	\$41,173.20	\$1,390,406.80
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>		<b>\$1,431,580.00</b>	<b>\$0.00</b>	<b>\$41,173.20</b>	<b>\$1,390,406.80</b>

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor  
 or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 5th day of August 2014  
 Signature: X 

Subscribed and sworn before me this 5th day of August 2014  
 Signature: 

Transcribed from Chicago Title Insurance Company F.1722 R5/92  
 CHERYL BRICKER  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 04/09/17



Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

EST. 1960

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

July 29, 2014

**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

Citibank  
22 Lake Shore Dr  
Willowbrook Il 60527

Re: Account No. 350765.001  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$66.20. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 25, 2014, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

**COPY** Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

July 29, 2014

**Mayor**

Frank A. Trilla

Deering, Lisa  
21 Portwine Rd  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 350225.003  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Please be advised that your water bill is now delinquent in the amount of \$271.12. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 25, 2014, will result in the immediate termination of your water service.

Dennis Baker

Sue Berglund

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

Umberto Davi

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

Terrence Kelly

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

Michael Mistele

**Village Administrator**

Tim Halik

Sincerely,

**Chief of Police**

Mark Shelton

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

**COPY**  
*Willowbrook*

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

July 29, 2014

**Mayor**

Frank A. Trilla

Dicosola, Tom  
18 Kyle Ct  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 350460.000  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$173.87. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 25, 2014, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

July 29, 2014

**Mayor**

Frank A. Trilla

Liggon, Janis  
38 Kyle Ct  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 350530.009  
Delinquent Water Bill

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$183.79. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 25, 2014, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

*Willowbrook*

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

July 29, 2014

**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

Willowbrook Key Llc  
Property Solutions  
P.O.Box 81298  
Chicago Il 60681-0298

Re: Account No. 410740.000  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$796.05. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 25, 2014, will result in the immediate termination of your water service.

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

*Willowbrook*

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

July 29, 2014

**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

Worldwide Transmission Group  
585 Executive Dr  
Willowbrook Il 60527

Re: Account No. 410210.004  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$190.29. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 25, 2014, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:vs

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE APPROVING A REZONING FROM M1 TO OR AND GRANTING A SPECIAL USE FOR A "RECREATIONAL USE", AND VARIATIONS. PC 2014-09: 7580 Quincy/West Swim Club

**AGENDA NO.**

7

**AGENDA DATE:** 8/25/14**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

This site is located on the west side Quincy, between 75<sup>th</sup> and Midway and is currently improved with a 20,000 square foot building with limited parking on the north side of the building and access to two loading dock doors from Quincy. The building has been vacant for some time.

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

At a special July 16, 2014 meeting, the Plan Commission held the public hearing and made a recommendation to approve a rezoning from M-1 to OR, a special use for a "recreational use" and variations to allow the existing site to be modified with additional parking and the building to be used for a swim club use. This approval was made with recommendations that certain modifications to the plans be made, submitted and approved prior to the item being forwarded to the Village Board for consideration. Most of these revisions have been made and approved, however, there are a few minor outstanding items that still need to be incorporated into the plans. These include minor revisions to the lighting plan and possible revisions to accommodate an accessible entrance, that can only be confirmed once architectural plans are submitted as part of the building permit process. Minor landscaping revisions are also required. These requirements have been incorporated into the attached ordinance as conditions of approval and the applicant understands that he must comply with these conditions prior to the issuance of any building permits. The applicant is requesting his project be approved subject to these conditions given certain dates he must meet in order to comply with his sales contract. Staff is comfortable that these minor changes can be accommodated.

At the hearing, the adjoining property owner to the north, Wade Milas, discussed his concerns that the members and visitors to the site may illegally try to use his adjoining parking lot. Staff is satisfied that the parking and circulation around the building will be adequate to accommodate the intended swim club training facility use, however an additional condition is recommended and has been added. The applicant did testify during the hearing that there was no intention of using the site for meets or other events that would bring unusually large crowds to the facility. Section 3, Paragraph E has been added and memorializes the state intent that the site will be a training site for members only. It provides that the "use of the Subject Property is restricted to members for training purposes only, and is not authorized for competitions, meets and other non-member events."

**ACTION PROPOSED:**

Staff recommends approval of the attached ordinance by the Village Board at the August 25, 2014 meeting.

ORDINANCE NO. 14-O-\_\_\_\_\_

AN ORDINANCE REZONING CERTAIN TERRITORY,  
GRANTING A SPECIAL USE FOR A 20,000 SQUARE FOOT RECREATION USE,  
AND GRANTING CERTAIN VARIATIONS  
PC 14-09: 7580 Quincy Street, West Swim Club

---

WHEREAS, on or about June 11, 2014, Adam Cremieux, as applicant ("APPLICANT"), with authorization from property owner DHJH Enterprise LLC ("OWNER"), filed an application requesting a map amendment, special use and variations for the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, Notice of Public Hearing on said application was published on or about June 27, 2014, in a newspaper having general circulation within the Village, to-wit, the Suburban Life newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about July 16, 2014, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, at said Public Hearing, the applicant presented testimony in support of said application and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission forwarded its recommendation, including its Findings of Fact, to the Mayor and

Board of Trustees on or about July 28, 2014, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof.

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

SECTION ONE: That the SUBJECT REALTY be and the same is hereby rezoned from the M1 Light Manufacturing zoning classification to the OR Office Research zoning classification of the Village of Willowbrook.

SECTION TWO: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit on the SUBJECT REALTY, pursuant to Section 9-14-5 and 9-7B-2(F) of the Zoning Ordinance of the Village of Willowbrook, to allow the operation of a 20,000 square foot recreational use, and more specifically a membership swim club training facility.

SECTION THREE: That pursuant to Section 9-14-4 of the Village Code, the following variations from the provisions of the Zoning Ordinance be and the same are hereby granted:

- A. That Section 9-10-4, Off Street Loading, is hereby varied to permit a reduction in the required number of loading spaces from one (1) to zero (0).
- B. That Section 9-10-5(L)1, Minimum Standards For Parking Spaces, Aisles and Parking Bays, is hereby varied to allow parallel parking on the south side of the building.

C. That Section 9-14-2.23(B)3(d), Border Plantings and Foundation Plantings is hereby varied to permit a reduction in minimum seven feet (7') width of a foundation landscape area to zero feet (0') along the newly paved areas along the west and south sides of the building.

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

(A) All construction, use, development and maintenance of the SUBJECT REALTY shall be in accordance with the following documents, attached hereto as Exhibit "C" ("APPROVED PLANS"), except as may be modified to comply with Section 3, paragraphs(B) and (C) below:

1. Existing Condition Survey, prepared by Genesis Surveying and Engineering, PC, latest revision dated 8/18/14.
2. Site Plan East, prepared by Genesis Surveying and Engineering, PC, latest revision dated 8/18/14.
3. Site Plan West, prepared by Genesis Surveying and Engineering, PC, latest revision dated 8/18/14.
4. Fire Truck Turning Movement Exhibit, prepared by Genesis Surveying and Engineering, PC, latest revision dated 8/18/14.
5. Details, prepared by Genesis Surveying and Engineering, PC, latest revision dated 8/18/14.
6. Landscape Plan, prepared by Artful Gardens, not dated, except that said plans must be revised and approved by the Village Administrator as follows:
  - a. Verify quantities in the plant list chart. There are more Dwarf Cranberry cotoneasters and Fragrant Viburnum than shown in the table.
  - b. Show the location of the sign and accompanying lighting on the plans.

- c. Move the landscaping in the parkway area near the entrance to the drop off west, onto private property.
  - d. Coordinate landscaping in the area around the southern "electric service" with revisions to the site plan that are required.
  - e. Provide a date and revision date(s) on plan as 8/18/14.
7. Floor Plan for Westmont Swim Club, prepared by Architects by Design, PC, dated 6-10-14.
  8. Front Elevation for Westmont Swim club, prepared by Architects by Design, PC, dated 6-10-14, except that sign elevation is not approved.
  9. Sign Plan, prepared by Architects by Design, dated 8/13/14.

- (B) The curbing around the electric equipment and stoop on the south elevation shall be modified to provide an angled transition to the east and west as directed by the Village Engineer.
- (C) Lighting and Photometric plans are subject to further review and approval by the Village Engineer as directed.
- (D) Engineering plans are subject to confirmation of accessible entrance on the north side of the building as part of the Architectural Plan review. Engineering plans must be revised as directed by the Village Engineer to provide a code compliant accessible entrance on either the north or the east building elevation.
- (E) Use of the Subject Property is restricted to members for training purposes only, and is not authorized for competitions, meets and other non-member events.

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

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 25th day of August, 2014.

APPROVED:

\_\_\_\_\_  
Frank Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The property is legally described as follows:

LOT 10 IN WILLOWBROOK EXECUTIVE PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1975 AS DOCUMENT NO. R75-33298, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-400-017-0000

Commonly Known As: 7580 Quincy Street, Willowbrook, IL 60527.

**EXHIBIT "B"**

**PLAN COMMISSION REPORT AND FINDINGS OF FACT**

**M E M O R A N D U M**

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: July 17, 2014

SUBJECT: Zoning Hearing Case 14-09: 7580 Quincy Street "Westmont Swim Club": Petition for a rezoning from M1 to OR, a special use permit for a recreational use and a variation to allow a swim club.

At the special meeting of the Plan Commission held on July 16, 2014, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Kaucky based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use and variations outlined in Exhibits 4 and 5 respectively of the staff report prepared for PC 14-09 for the July 16, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a rezoning from M-1 to OR, granting of a special use for a recreational use; a variation from Section 9-10-4 to not provide 1 loading space; a variation from 9-10-5(L) 1 to allow parallel parking; and a variation from 9-14-2.23(B)3(d) to provide no foundation landscaping along the newly paved areas along the west and south sides of the building; subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibits 1 of the staff report prepared for PC 14-09 except as may be modified to comply with Village Codes or in response to compliance with conditions recommended by the Plan Commission and as approved by the Village Engineer.

2. Plans shall be revised prior to being considered by the Village Board in compliance with the engineering and planning comments outlined in Exhibits 2 and 3 respectively of the staff report prepared for PC 14-09 for the July 16, 2014 Plan Commission meeting.
3. The facility will not be used for swim meets.
4. We ask the Village to consider placing "No Parking" signs on Quincy Avenue adjacent to this property and the property to the north.

DISCUSSION ON MOTION: Planner Charlton asked whether any modifications would be made to the dumpster requirement outlined in Exhibit 3.

AMENDMENT TO MOTION: Made by Commissioner Kaucky, seconded by Vice-Chairman Wagner to add a condition 5 to the original motion that the requirement for an exterior dumpster will be eliminated.

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

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

MOTION DECLARED CARRIED

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

DK:jp

## STANDARDS FOR SPECIAL USE AND FINDINGS

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

*Finding: The proposed use as a swim club catering mostly to children will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. Additional parking is being provided to minimize congestion or parking in the street, and the newly paved areas will comply with stormwater and landscaping requirements as allowed by variation. Additionally, a front drop-off area will facilitate parental drop offs without causing delays and congestion in the parking lot.*

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

*Finding: The proposed improvements will not impair the use or enjoyment of the Target property to the west or the adjoining industrial properties to the north and south, nor diminish property values.*

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

*Finding: The only property to be developed in the immediate area is directly across the street. The use or the proposed improvements will not have an impact on how that property is developed for approved uses.*

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

*Finding: Adequate utilities and roads serve the property. Engineering modifications are required to meet stormwater requirements and are added as a condition of approval.*

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

*Finding: The additional parking and circulation around the building will serve the proposed use without causing traffic congestion on Quincy.*

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

*Finding: Except as modified by variations, the special use complies with all other applicable regulations subject to compliance with the conditions in the sample motion provided on page 7 of the staff report prepared for the July 16, 2014 meeting.*

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

*Finding: A special use has not been requested on this site in the last year.*

## STANDARDS FOR VARIATIONS AND FINDINGS

- (A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.

*Finding: The subject property cannot support the proposed use and many other permitted uses without the variations, all of which are required in order to provide additional parking. The site has remained vacant for some time and relief is necessary to return the property to active economic status.*

- (B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.

*Finding: Granting of the variation will not simply be a convenience to the applicant, but will instead help alleviate potential congestion in Quincy Street that would be result by inadequate parking and circulation on site.*

- (C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.

*Finding: The hardship has not been created by any person presently having a proprietary interest in the premises. Instead, the hardship is the result of parking and loading requirements that do not work well when attempting to repurpose an industrial building on a small lot for other uses.*

- (D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

*Finding: The requested variation will not be detrimental to public welfare or injurious to other property or improvements, but will instead create a more safe environment by eliminating parking and congestion on Quincy Avenue.*

- (E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially

increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

*Finding: The variations will have no impact on the supply of light and air to adjacent properties, nor will they increase congestion in the streets or increase the danger of fire, or endanger public safety.*

- (F) The proposed variation will not alter the essential character of the locality. (Ord. 77-0-4, 2-14-1977)

*Finding: The variation will not alter the character of the area in a negative way. To the contrary, the variations will improve site circulation and minimize the use of Quincy by semi trucks that are common in nearby properties.*

- (G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-0-05, 1-27-1997)

*Finding: The proposed variations are in harmony with the spirit and intent of this title*

EXHIBIT "C"  
APPROVED PLANS

# SITE PLAN, BOUNDARY AND TOPOGRAPHIC SURVEY

## OF

LOT 10 IN WILLOWBROOK EXECUTIVE PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1975 AS DOCUMENT NUMBER R75-033298, IN DuPAGE COUNTY, ILLINOIS.

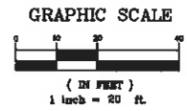
P.I.N.: 09-26-400-017  
Area of Parcel: 63,060 S.F.

### EXISTING CONDITIONS

Scale: 1" = 20'

**BENCHMARK:** 02828022  
VERTICAL DATUM NAVD83  
ELEVATION: 714.55  
STATION IS LOCATED ALONG THE WEST SIDE OF MADISON STREET IN THE EAST FACE OF THE SECOND PIER ON A BRIDGE FOR THE INTERSTATE 55 OVERPASS. STATION IS 18.2' WEST OF THE CENTERLINE OF MADISON STREET 362' NORTH OF THE CENTERLINE OF SOUTH FRONTAGE ROAD. MONUMENT IS A 1" DIA. WITH A DAPPLE LOCATED 3.75' ABOVE THE STREET SURFACE.  
ELEVATION: 714.55 (NAVD83)

**SITE BENCHMARK:**  
RIM OF SANITARY MANHOLE  
LOCATED IN FRONT OF THE  
SUBJECT PROPERTY.  
ELEVATION: 711.70

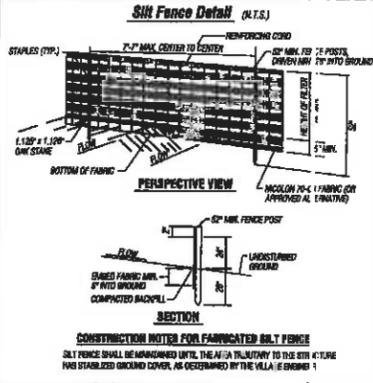
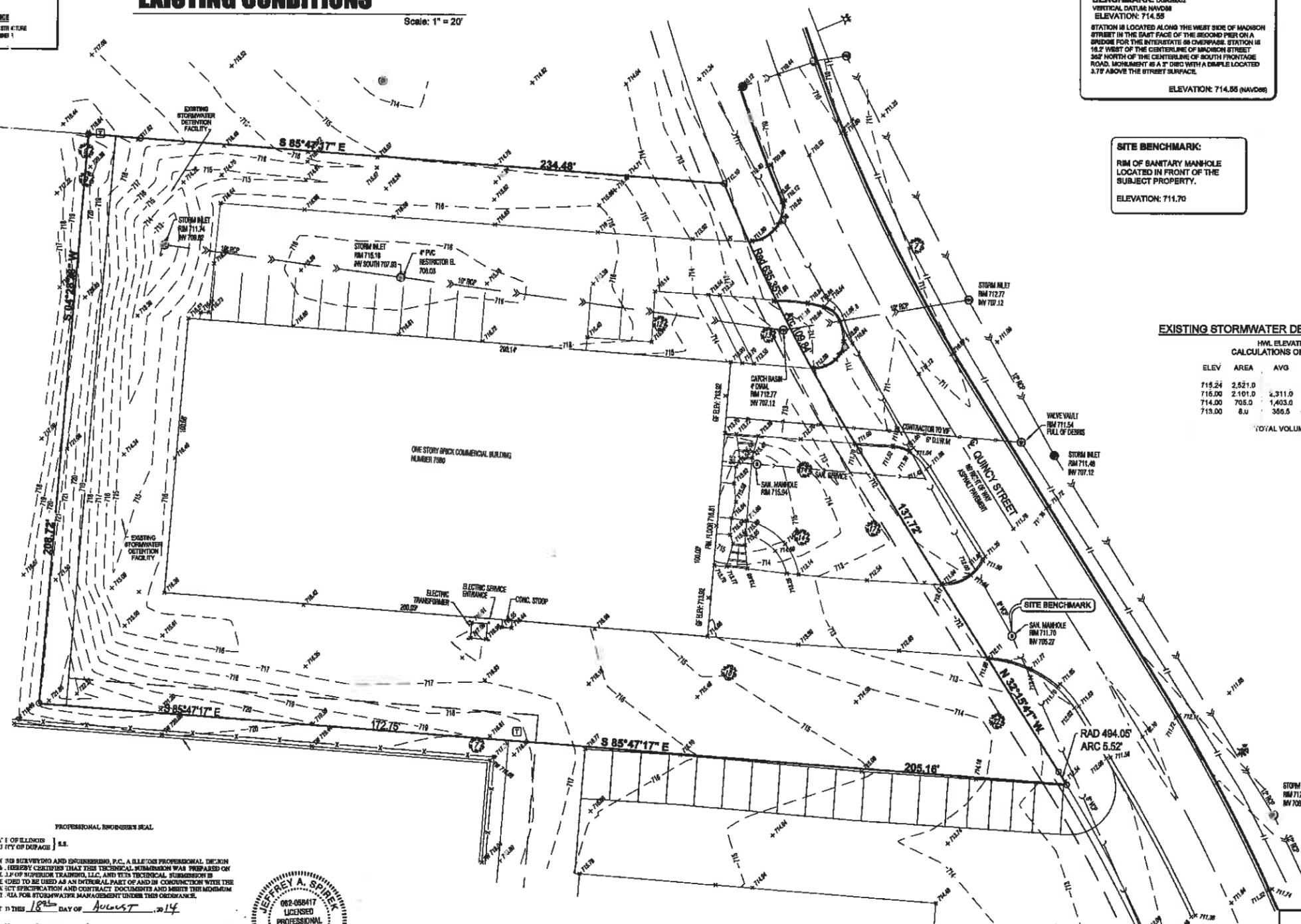


**CLEAN-UP CONTACT:**  
Randy King  
of Architects by Design, PC  
108 Ogden Avenue  
Clarendon Hills, IL 60514  
Ph: (630) 523-9804

#### EXISTING STORMWATER DETENTION STORAGE CAPACITY

H.W.L. ELEVATION 718.24  
CALCULATIONS OF ACTUAL AREA

ELEV.	AREA	AVG. FACTOR	TOTAL	
719.24	2,521.0	0.24	554.64	
718.00	2,101.0	1.00	1,403.00	
714.00	705.0	1.00	386.60	
713.00	8.0	355.5	1.00	386.60
<b>TOTAL VOLUME</b>			<b>1,867.5 Cu-Ft</b>	
			<b>0.045 Ac-Ft</b>	



Call Before You Dig  
**1-800-4-A-DIG**  
ILLINOIS ONE CALL SYSTEM  
CALL 811  
or 800-882-0123

- LEGEND**
- FOUND RHW PIPE
  - WATER VALVE W/KEY
  - MANHOLE
  - STREET LIGHT
  - CURB W/SLIT
  - FIRE HYDRANT
  - MANHOLE
  - STORM MANHOLE
  - SANITARY MANHOLE
  - GAS VALVE
  - L.S.T. BOX
  - POWER POLE
  - ELECTRIC TRANSFORMER
  - CABLE BOX
  - TRAFFIC CONTROL BOX
  - MAIL BOX
  - AC UNIT
  - PROPOSED COMBUSTION
  - SPOT ELEVATION
  - PROPOSED ELEVATION
  - FLOW ARROW
  - FINISHED GRADE ELEVATION
  - TOP OF FOUNDATION ELEVATION
  - FINISH LEVEL ELEVATION
  - JOINT LEVEL ELEVATION
  - FINISH FLOOR ELEVATION
  - FINISHED FLOOR ELEVATION
  - TREE W/HEIGHT - PINE
  - TREE W/HEIGHT - DECIDUOUS
  - WATER SERVICE (EXISTING)
  - WATER SERVICE (PROPOSED)
  - SANITARY SEWER (EXISTING)
  - SANITARY SEWER (PROPOSED)
  - STORM SEWER (EXISTING)
  - STORM SEWER (PROPOSED)
  - DRAINAGE TRENCH BACKFILL
  - PROPOSED CONTOUR
  - EXISTING CONTOUR
  - FENCE LINE
  - SILT FENCE

PROFESSIONAL ENGINEER'S SEAL  
STATE OF ILLINOIS  
COUNTY OF DECATUR  
J.S. SPIEL  
082-058417  
LICENSED PROFESSIONAL ENGINEER  
OF ILLINOIS  
DATE: 18th DAY OF AUGUST, 2014  
GIVEN: I, JEFFREY A. SPIEL, A PROFESSIONAL ENGINEER, P.C., A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION WAS PREPARED BY ME, J.P. OF SUPERIOR TRAINING, LLC, AND THIS TECHNICAL SUBMISSION IS NOT USED TO BE USED AS AN INTEGRAL PART OF ANY CONTRACT DOCUMENTS AND MEETS THE MEDIUM CRITERIA FOR STORMWATER MANAGEMENT UNDER THIS ORDINANCE.  
DATE: 18th DAY OF AUGUST, 2014  
J.P. STALEY  
PROFESSIONAL DESIGN FIRM NO. 184-002922  
GENESIS SURVEYING AND ENGINEERING, P.C.  
PROFESSIONAL DESIGN FIRM NO. 184-002922  
LICENSE # 018 TO BE RENEWED NOVEMBER 30, 2015



THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SEAL.  
COMPARE THE DESCRIPTION OF THIS PLAT WITH YOUR DEED ABSTRACT OR CERTIFICATE OF TITLE, ALSO COMPARE ALL BOUNDARIES SHOWN BY SAME, AND AT ONCE REPORT ANY DISCREPANCY.  
STATE OF ILLINOIS  
COUNTY OF DECATUR  
J.P. STALEY  
PROFESSIONAL DESIGN FIRM NO. 184-002922  
GENESIS SURVEYING AND ENGINEERING, P.C.  
PROFESSIONAL DESIGN FIRM NO. 184-002922  
DATE: 18th DAY OF AUGUST, A.D. 2014  
J.P. STALEY  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 254  
LICENSED UNDER THE GEODESIC SURVEYING AND MAPPING ACT, P.L. LICENSED TO BE RENEWED NOVEMBER 30, 2014



**CONSTRUCTION SCHEDULE**  
TIME IN MONTHS AFTER PERMIT IS ISSUED

	1	2	3	4	5	6	7	8
ONLY A PERIMETER FENCE IS INSTALLED (LEASTEN)								
EXCAVATION								
GRASS SEEDING								
CONSTRUCTION								
FINAL GRADING AND SITE RESTORATION								

NOTE: SITE RESTORATION INCLUDES PLACEMENT OF SOG AND ALL OTHER VEGETATION

**REVISIONS:**

#	DATE	BY	DESCRIPTION
1	08-04-14	JAS	REVISED PER VILLAGE COMMENT LETTER DATED 06-20-14
2	08-15-14	JAS	REVISED PER VILLAGE COMMENT LETTER DATED 08-07-14
3	08-15-14	JAS	REVISED PER VILLAGE COMMENT LETTER DATED 08-16-14

PROJ MGR: J.S.  
DRAWN BY: TGS  
DATE: 06-11-14

PLANS PREPARED FOR:  
**SUPERIOR TRAINING, LLC**  
7580 QUINCY STREET  
WILLOWBROOK, IL 60527

EXISTING CONDITIONS SURVEY  
7580 QUINCY STREET  
WILLOWBROOK, IL 60527  
DATE OF FIELD WORK COMPLETION: 06-02-2014

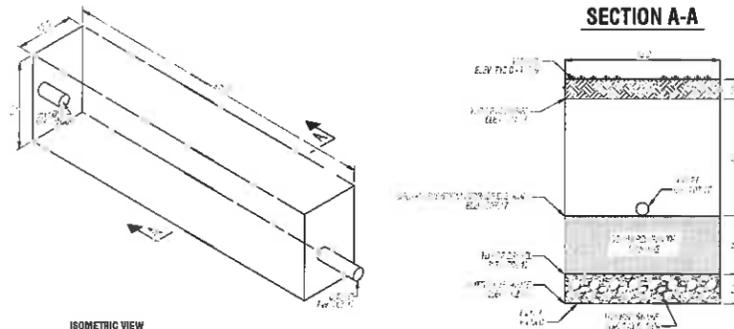
Genesis Surveying and Engineering, PC  
PROFESSIONAL DESIGN FIRM NO. 184-002922  
71 W. 6th STREET  
WESTMONT, ILLINOIS 60559  
PH: (630) 271-0500 FAX: (630) 271-4553

GENESIS JOB NO.  
**14-062**  
SHEET 1 OF 5

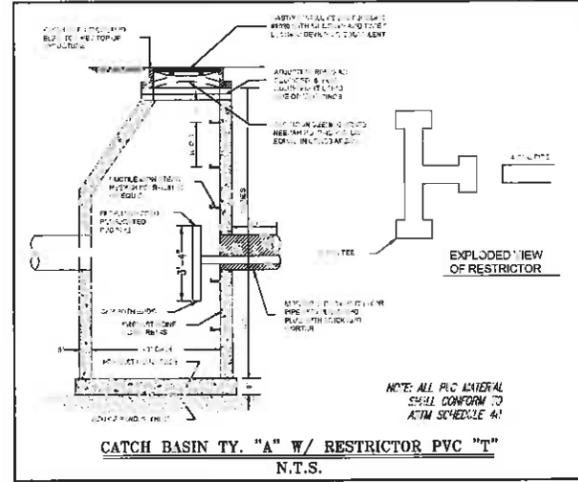




# Underground Detention Facility / BMP System Detail



**NOTES:**  
 1. This drawing shall be used as a guide only. The contractor shall be responsible for verifying all dimensions and materials.  
 2. The contractor shall be responsible for obtaining all necessary permits.



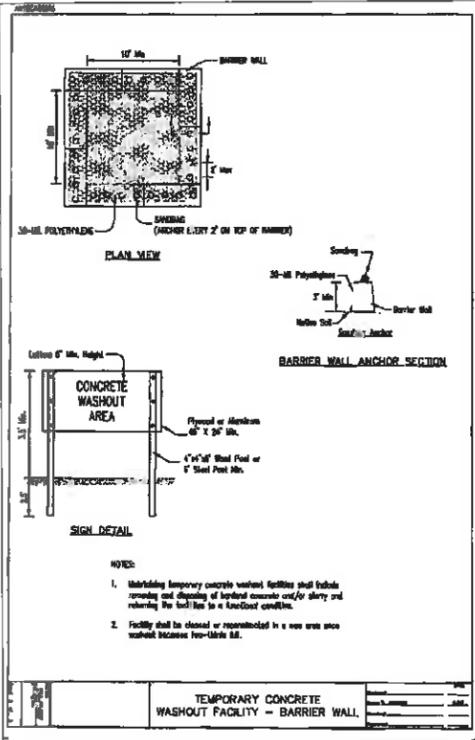
**Best Management Practices—Concrete Washout Facility Minimum Means and Methods**

All projects where concrete is going to be poured, cast or other shall have a concrete washout facility or shall make arrangements to have the concrete delivery vehicle dispose of the concrete washout waste at the concrete facility of plant.

**CONCRETE WASTE MANAGEMENT WM-8**

This BMP is implemented as required when concrete is used as a construction material or finishes using Portland cement concrete (PCC) are generated from saw cutting, etc.

- DO NOT wash out concrete trucks into storm drains, open ditches, creeks or streams.
- Silky residue SHOULD NOT be allowed to enter storm drains or watercourses, should be vacuumed and disposed of in accordance with 17M-10.
- Concrete washout from concrete trucks can be washed into concrete pumpout truck and discharged into a designated washout area or properly disposed of.
- Temporary concrete washout facilities SHALL BE constructed with sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations.
- Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.
- Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% FULL.



**GENERAL NOTES:**

1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
2. ALL MATERIALS SHALL BE AS SPECIFIED UNLESS OTHERWISE NOTED.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, ILLINOIS EDITION, 2003.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORD DRAWINGS THROUGHOUT THE PROJECT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LICENSES AND CERTIFICATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL HEALTH DEPARTMENT.

Existing vs. Proposed Stormwater Storage Comparison		Existing vs. Proposed Impervious Area Comparison	
Existing Stormwater Storage:	1,958 C.F.	Existing Pavement Area:	7,733 S.F.
Proposed Underground Chamber Size:	4' Deep x 15' Wide x 35' Long	Proposed Pavement Area:	28,037 SF
Proposed Stormwater Storage:	2,100 C.F.	New Net Pavement Area:	20,304 S.F.

**BMP Sizing Calculation**

Proposed New Net Impervious Area: 20,304 S.F.  
 Total Required BMP Treatment Volume:  
 20,304 SF x 1.25" Rainfall = 2,115 CF (15,820 gals)

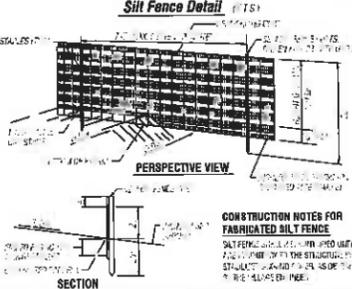
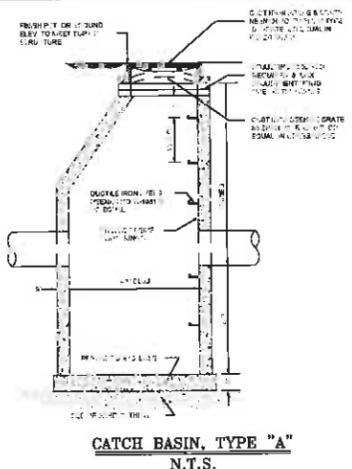
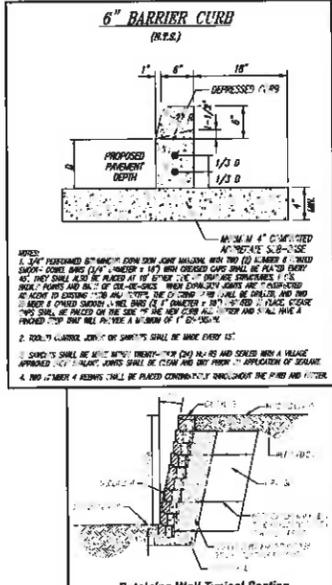
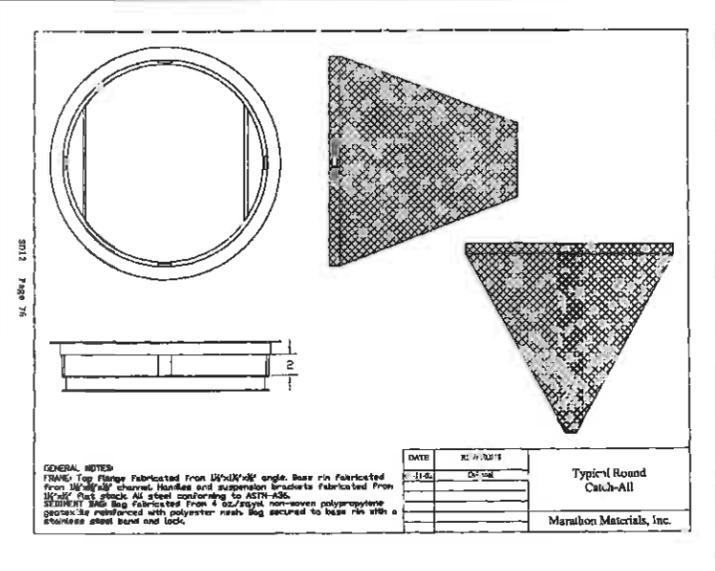
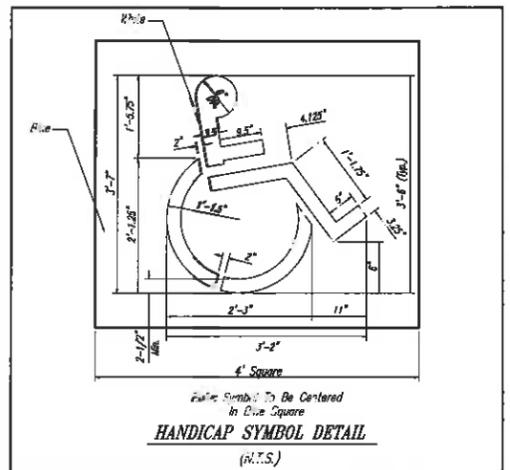
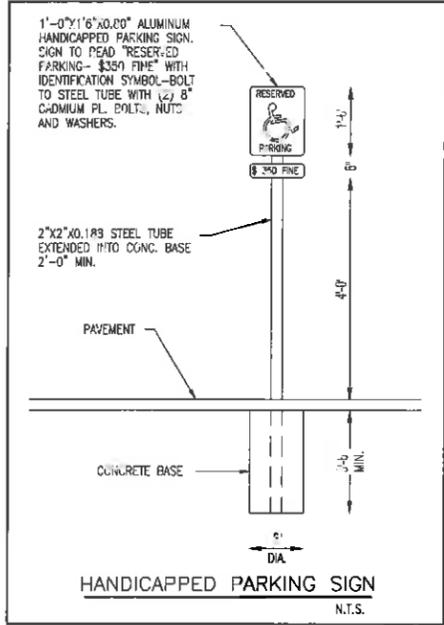
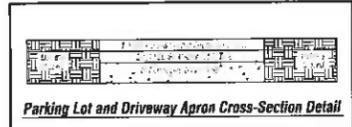
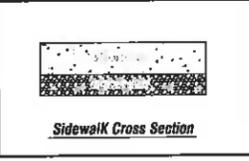
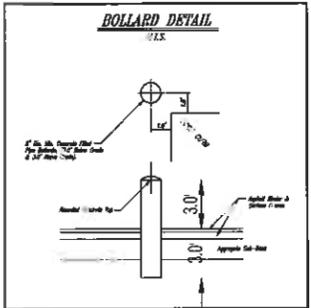
**BMP Treatment Volume in Underground Detention Facility**

Open Water (below Restrictor) Storage Dimensions: 15' Wide x 35' Long x 3.5' Deep  
 Proposed Open Water Treatment Volume: 1,837.5 C.F.  
 Gravel Storage Dimensions: 15' Wide x 35' Long x 1.5' Deep  
 Proposed Void Ratio: 36%  
 Proposed Gravel Treatment Volume: 283.5 C.F.  
 Total BMP Treatment Volume: 2,121 C.F.  
 Required BMP Treatment Volume: 2,115 C.F.

**BMP Treatment Area Comparison**

Proposed Pavement Area Not Tributary to BMP Treatment Facility: 5,742 S.F.  
 Existing Pavement Area Tributary to BMP Treatment Facility: 6,255 S.F.

Note: There is 2,260 S.F. of existing pavement and sidewalk area within the area of proposed pavement that is not tributary to the BMP treatment facility.



**REVISIONS:**

NO.	DATE	BY	DESCRIPTION
1	06-11-14	JAS	REVISED PER VILLAGE COMMENT LETTER DATED 05-22-14
2	06-11-14	JAS	REVISED PER VILLAGE COMMENT LETTER DATED 05-22-14
3	06-11-14	JAS	REVISED PER VILLAGE COMMENT LETTER DATED 06-16-14

PROJ MGR: JAS  
 DRAWN BY: JAS  
 DATE: 06-11-14

PLANS PREPARED FOR:  
**SUPERIOR TRAINING, LLC**  
 7580 QUINCY STREET  
 WILLOWBROOK, IL 60527

**DETAILS**

7580 QUINCY STREET  
 WILLOWBROOK, IL 60527

DATE OF FIELD WORK COMPLETION: 06-02-2014

**Genesis Surveying and Engineering, PC**  
 PROFESSIONAL DESIGN FIRM No. 14-002022  
 71 W. GILBERT  
 WILLOWBROOK, ILLINOIS 60527  
 PH: 630-375-0000 FAX: 630-375-0000

GENESIS JOB NO.  
**14-062**  
 SHEET 5 OF 5



Architects  
By  
Design, PC

100 Ogden Avenue  
Clarendon Hills  
Illinois 60514  
(830) 323-9604 (p)  
(830) 323-9615 (f)  
archbydesign@  
architectbydesign.com

An Interior Renovation Of For:  
**Westmont Swim Club**  
1580 S. Quincy St.  
Miltonbrook, IL

File No: \_\_\_\_\_ Date: 06-10-14

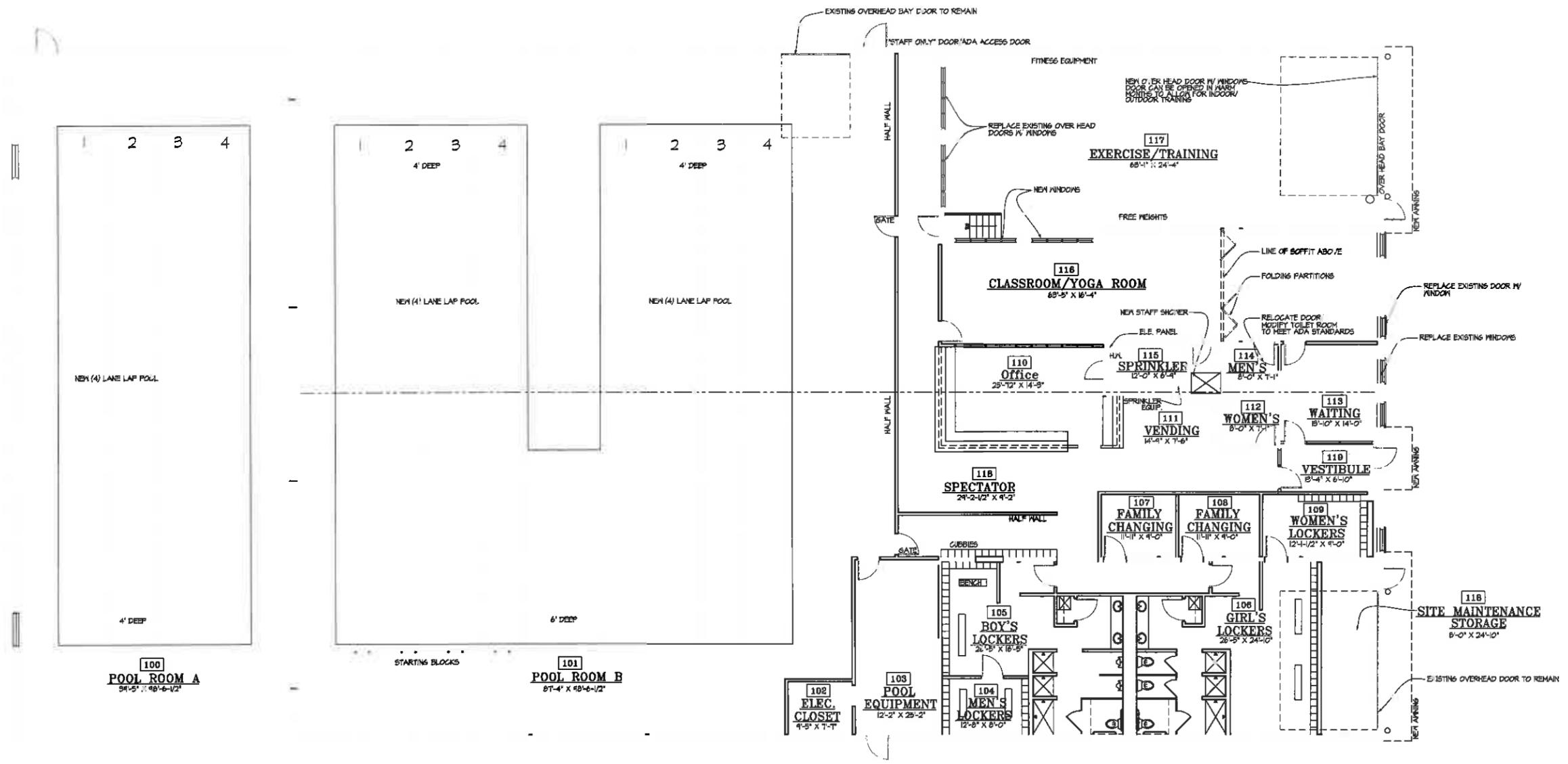
Checked: RPK. Drawn: B.P.

STAMP:

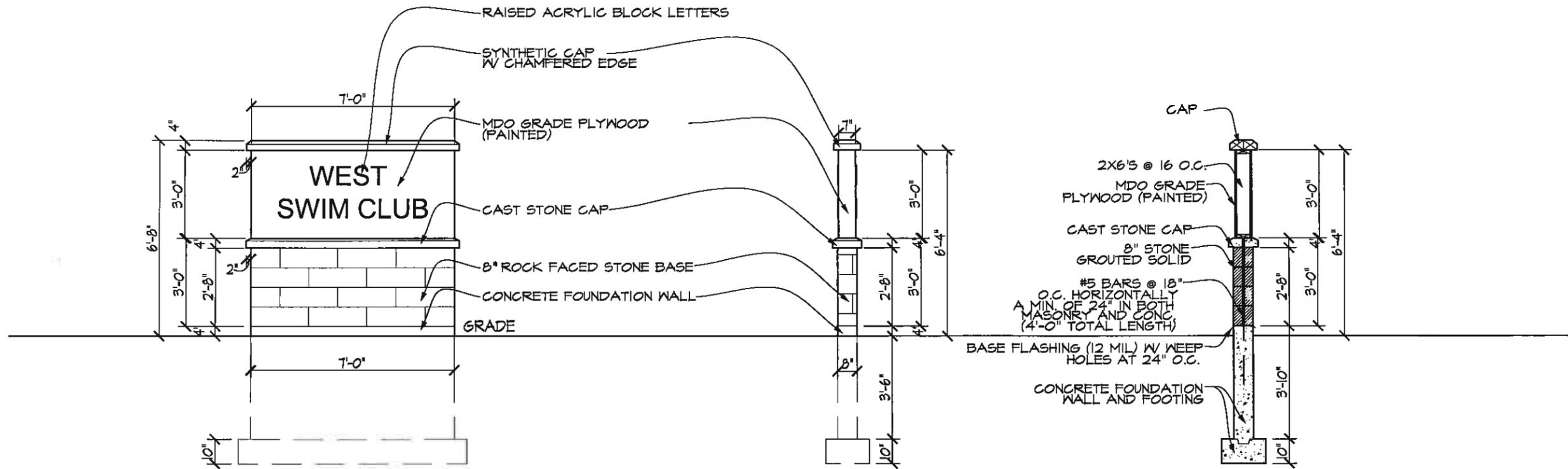
SHEET NO:

OF 6 SHEETS

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ARCHITECTS BY DESIGN, P.C.







### Sign Elevation

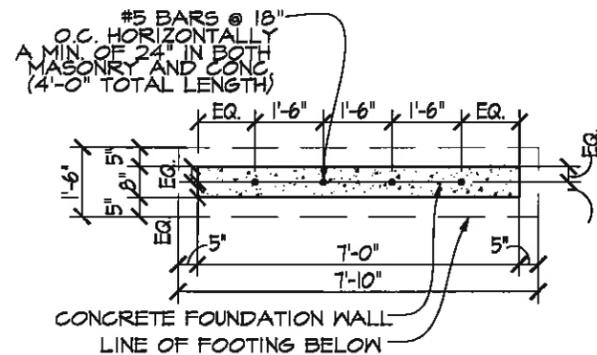
NOTE: SIGN TO BE ILLUMINATED FROM BELOW VIA GROUND LIGHTS

### Sign Side Elevation

NOTE: SIGN TO BE ILLUMINATED FROM BELOW VIA GROUND LIGHTS

### Sign Wall Section

NOTE: SIGN TO BE ILLUMINATED FROM BELOW VIA GROUND LIGHTS



### Sign Foundation Plan

NOTE: SIGN TO BE ILLUMINATED FROM BELOW VIA GROUND LIGHTS

SHEET NO:  
**SIGN**  
1 OF 1 SHEETS

FILE NO: 13-2114  
DRAWN BY: B.P.  
DATE: 08.13.14

A Interior Renovation Out For :  
**West Swim Club**  
7580 S. Quincy St.  
Willowbrook, IL

Architects  
By Design, P.C.  
109 Ogden Avenue  
Clarendon Hills, IL 60514  
Phone: (630) 323-9604  
Fax: (630) 323-9615



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK -- TITLE 5, CHAPTER 1, SECTION 5-1-1 -- POLICE; CREATION AND COMPOSITION OF DEPARTMENT	<b>AGENDA NO.</b> 8 <b>AGENDA DATE:</b> 8/25/14
---	--

**STAFF REVIEW:** Tim Halik, Village Administrator      **SIGNATURE:** TE Halik

**LEGAL REVIEW:** Tom Bastian, Village Attorney      **SIGNATURE:** Tom Bastian

**RECOMMENDED BY:** Tim Halik, Village Administrator      **SIGNATURE:** TE Halik

**REVIEWED & APPROVED BY COMMITTEE:**      YES       NO       N/A

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

A patrol officer within the police department submitted a resignation effective August 20, 2014. Another patrol officer within the police department submitted a resignation effective February 8, 2015.

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

The Suburban Law Enforcement Academy (SLEA) only offers training, which is twelve (12) weeks in length, four (4) times throughout the year. After completion of the SLEA training program, an officer must then complete sixteen (16) weeks of an additional Field Training Officer (FTO) program within the Willowbrook police department. Therefore, there is an approximate seven (7) month lead time before a newly hired patrol officer can work a shift alone. With regard to the officer resignation effective February 8, 2015, the next available SLEA training date would be March 30, 2015 to June 19, 2015. After which, FTO training would extend to October 2015. This delay would be problematic with regard to shift coverage and create overtime expenses. For this reason, staff is recommending that two (2) replacement officers be selected at this time. One to fill the current vacancy and one to fill the future vacancy. The newly hired officers would then attend the September 29, 2014 to December 19, 2014 SLEA training, and the FTO program would be completed in March 2015.

Passage of the attached ordinance will serve to temporarily amend the Village Code of Ordinances to reflect the composition of the police department as having nineteen (19) patrol officers (as opposed to 18). This will enable the hiring of two (2) new replacement patrol officers at this time as opposed to one (1). After February 8, 2015, when the current officer is resigned, the number of patrol officers within the department will revert back to a total of eighteen (18). The process of hiring the new patrol officers will be completed by the Village Board of Police Commissioners (BOPC).

### ACTION PROPOSED:

Pass the ordinance.

ORDINANCE NO. 14-O-\_\_\_\_\_

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

---

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

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

**"5-1-1: CREATION AND COMPOSITION OF DEPARTMENT:** There is hereby created a police department in and for the Village. The police department shall consist of one (1) chief of police who shall be the director thereof, one (1) deputy chief, three (3) sergeants, and nineteen (19) patrol officers. Provided, however, that after the resignation of a current patrol officer, effective February 8, 2015, the number of patrol officers within the department shall be reduced by one (1) and the department composition shall include a total of eighteen (18) patrol officers after that time"

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

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

PASSED and APPROVED this 25th day of August, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) CANDIDATES TO FILL VACANCIES IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT

AGENDA NO. 9

AGENDA DATE: 8/25/14

STAFF REVIEW: Tim Halik,  
Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: Tom Bastian

RECOMMENDED BY: Tim Halik,  
Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A

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

A patrol officer within the police department submitted a resignation effective August 20, 2014. Another patrol officer within the police department submitted a resignation effective February 8, 2015.

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

There is currently one (1) vacancy within the rank of patrol officer in the police department. In addition, a second patrol officer has submitted a resignation effective February 8, 2015.

The Suburban Law Enforcement Academy (SLEA) only offers training, which is twelve (12) weeks in length, four (4) times throughout the year. After completion of the SLEA training program, an officer must then complete sixteen (16) weeks of an additional Field Training Officer (FTO) program within the Willowbrook police department. Therefore, there is an approximate seven (7) month lead time before a newly hired patrol officer can work a shift alone. With regard to the officer resignation effective February 8, 2015, the next available SLEA training date would be March 30, 2015 to June 19, 2015. After which, FTO training would extend to October 2015. This delay would be problematic with regard to shift coverage and create overtime expenses. For this reason, staff is recommending that two (2) replacement officers be selected at this time. One to fill the current vacancy and one to fill the future vacancy. The newly hired officers would then attend the September 29, 2014 to December 19, 2014 SLEA training, and the FTO program would be completed in March 2015.

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

**ACTION PROPOSED:**

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

SLEA Home

★ Basic Academy

Continuing Education

News and Events

Faculty and Staff

**NLEA**

National Law Enforcement Academy

## Basic Academy



**Dan Maloney**  
Program Manager  
Voice: (630) 942-2483  
Fax: (630) 942-3766

**Roy Newton**  
Program Coordinator  
(630) 942-3876

**Rich Hawkins**  
Program Coordinator  
(630) 942-3336

In order to attend the Suburban Law Enforcement Academy at College of DuPage, a recruit must be appointed as a police officer or deputy sheriff by an authorized Law Enforcement Agency that is duly recognized by the Illinois Law Enforcement Training and Standards Board (ILETSB), or be assigned to the academy by the ILETSB as an intern in conformance with 50 ILCS 708, Law Enforcement Intern Training Act.

This cost-effective, 12-week program, offered each quarter, applies diverse training experiences and innovative training strategies to prepare recruits to be highly qualified officers.

Classroom and practical training are central to the program. All instructors are state certified and are currently active in their fields of expertise. Students also are required to take part in several practical scenarios that include traffic stops, crimes in progress, building searches, court testimony, street stops and a variety of everyday situations common to police work.

A regularly scheduled strength and aerobic program is conducted during the academy program. Defensive tactics, along with other techniques, including verbal judo, are part of the curriculum.

The firearms program is set up with safety first. All instructors are master firearms certified and full-time law enforcement officers. To ensure safety, we maintain a close ratio of students to instructors.

### BASIC ACADEMY COURSE DATES

**BA 14-03:** Jan. 6 to March 28, 2014 (12 weeks)  
**Power Test Date:** Dec. 31, 2013  
**Tuition:** \$3,047

**BA 14-04:** March 31 to June 20, 2014 (12 weeks)  
**Power Test Date:** March 18, 2014  
**Tuition:** \$3,047

**BA 15-01:** July 7 to Sept. 26, 2014 (12 weeks)  
**Power Test Date:** June 24, 2014  
**Tuition:** TBD

**BA 15-02:** Sept. 29 to Dec. 19, 2014 (12 weeks)  
**Power Test Date:** Sept. 16, 2014  
**Tuition:** TBD

**BA 15-03:** Jan. 5 to Mar. 27, 2015 (12 weeks)  
**Power Test Date:** Dec. 22, 2014  
**Tuition:** TBD

**BA 15-04:** Mar. 30 to June 19, 2015 (12 weeks)  
**Power Test Date:** Mar. 17, 2015  
**Tuition:** TBD

*\*Subject to evaluation by the IL Law Enforcement Training & Standards Board and College of DuPage based on training needs & enrollment commitments*

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) CANDIDATES TO FILL VACANCIES IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is hereby authorized to effect the original appointment of two (2) candidates to fill vacancies in the rank of patrol officer within the police department. One (1) vacancy is a current vacancy resulting from a prior officer's resignation effective August 20, 2014. The second is a future vacancy resulting from a current officer's resignation effective February 8, 2015.

ADOPTED and APPROVED this 25<sup>th</sup> day of August, 2014

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION ACCEPTING A PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID PROPOSAL – STREET LIGHTING INVENTORY, DATA BASE, AND PREPARATION OF BID DOCUMENTS FOR LED STREETLIGHT REPLACEMENT PROGRAM

AGENDA NO.

10

AGENDA DATE: 8/25/14

STAFF REVIEW: Tim Halik, Village Administrator  
Garrett Hummel, Management Analyst

SIGNATURES:

T. Halik Garrett Hummel

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE:

Tom Bastain

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:

T. Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

on August 11, 2014

NO

N/A

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

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.

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

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 for the project can be submitted. Therefore, we asked the Village Engineering Consultant for a proposal to complete both this inventory and the full bid document for bidding. Christopher Burke Engineering, Ltd. (CBBEL) provided a proposal to conduct the inventory, including GPS locating of each pole, and prepare all necessary bid documents for the not-to-exceed amount of \$17,000. This engineering fee would be reimbursed to the Village through the DCEO grant.

### ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION ACCEPTING A PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID PROPOSAL – STREET LIGHTING INVENTORY, DATA BASE, AND PREPARATION OF BID DOCUMENTS FOR LED STREETLIGHT REPLACEMENT PROGRAM

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk are hereby authorized and directed to accept the proposal from Christopher B. Burke Engineering, Ltd., attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, to provide professional engineering services to complete a street lighting inventory and data base, and the preparation of bid documents for an LED streetlight replacement program.

ADOPTED and APPROVED this 25<sup>th</sup> day of August, 2014

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

NAY: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_



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

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

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>	Charges* (\$/Hr)
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.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH THE ILLINOIS NARCOTICS AND CURRENCY INTERDICTION TASK FORCE (NARCINT)

AGENDA NO.

11

AGENDA DATE: 8/25/14

STAFF REVIEW: Mark Shelton,  
Chief of Police

SIGNATURE:



LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:



RECOMMENDED BY: Tim Halik,  
Village Administrator

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

As previously discussed by the Board, the Chief of Police has recommended that our current assignment of an agent on the Federal DEA Tactical Diversion Task Force be withdrawn, and the agent be assigned to the Illinois Narcotics and Currency Interdiction Task Force (NARCINT). Among other items, the agreement contains provisions relating to the details of the assignment including operational procedures and considerations, and overtime reimbursement. The agreement may be withdrawn by either party upon a thirty (30) day notice.

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

Adoption of the attached resolution will authorize Chief Shelton to execute the agreement with the Illinois Narcotics and Currency Interdiction Task Force (NARCINT) related to the Village's assignment of an agent to the NARCINT Task Force. A thirty (30) day notice will then be provided to the DEA of our intent to withdraw our current agent from the DEA Tactical Diversion Task Force.

### ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH THE ILLINOIS NARCOTICS AND CURRENCY INTERDICTION TASK FORCE (NARCINT)

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Chief of Police is hereby authorized to execute an agreement with the Illinois Narcotics and Currency Interdiction Task Force (NARCINT) related to the Village's assignment of an agent to the Task Force, attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 25<sup>th</sup> day of August, 2014

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

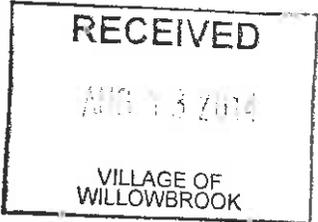
NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

NARCINT INTERAGENCY AGREEMENT

July 23, 2014



**NARCINT TASK FORCE  
INTERAGENCY AGREEMENT**

The undersigned public agencies, charged with the duty of enforcing the law and protecting their citizens from illegal activity including the trafficking of narcotics, dangerous drugs and money laundering recognizing that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime within the designated counties and among the major municipalities within said counties, and also recognizing that the most effective means to accomplish that duty is through the pooling of their resources and the joint exercise of their respective authorities; each of them does now enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to the public safety.

In consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto, the undersigned parties agree to the following:

**I. PARTIES**

The parties to this agreement are: [REDACTED]

**II. AUTHORITY**

The parties hereby enter into this agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

**III. PURPOSE**

The purpose of this agreement is to create a multi-jurisdictional authority to be known as the Narcotics and Currency Interdiction Task Force hereinafter known as NARCINT. NARCINT will direct its primary enforcement efforts in the following areas:

- A. Domestic Highway Enforcement on Illinois Interstate highways and freeways;
- B. Covert and overt investigations concerning individuals engaged in illicit criminal activities in the NARCINT area with specific emphasis on drug enforcement and money laundering activities;
- C. Assist local, state, county and federal agencies with case development for those

ILLINOIS STATE POLICE - DOCUMENT REVIEW COVER SHEET

Document Description: NARCINT Interagency Agreement

DRAFT  
 FINAL

PBC # \_\_\_\_\_ IPB# \_\_\_\_\_ Date Initiated: 7/28/14 Date Response Needed: 8/1/14

Contract  Grant  MOU  Inter-Agency Agreement  
Travel Involved w/ Contract?  Yes  No

Document from:

OPERATIONS  DII  FORENSICS  ADMIN  OTHER \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Return signed document to: \_\_\_\_\_

Requires APO/Fiscal Review:  YES  NO Requires Legal Review:  YES  NO

Requires Director's Signature:  YES  NO

Person to obtain Director's signature: \_\_\_\_\_

\*\*\*\*\*

APO/Fiscal Review by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved  Disapproved with comments  Approved with comments

APO/Fiscal comments or  (see attached):

Legal Review by: \_\_\_\_\_ DATE: 7/28/14

Approved  Disapproved with comments  Approved with comments

Legal comments or  (see attached):

\*\*\*\*\*

*NOTE: Immediately after the original contract has been signed (by Director), send original to PSSC to establish obligation, along with a copy of the MRF and a copy of the approved PBC. Send copy to CMS for signature if applicable. Also scan and email contracts to the APO.*

## NARCINT INTERAGENCY AGREEMENT

July 23, 2014

investigations that are beyond the capabilities of the requesting agency and/or those investigations that indicate high to mid-level drug trafficking organization criminal enterprises:

- D. Establishment of liaison with the State's Attorney's Offices, Illinois Attorney General's Office and the United States Attorney's Office for legal advice and encouragement of vigorous prosecution of developed cases.

### IV. COSTS

The parties agree that personnel appointed to NARCINT will remain employees of their respective components of government for payroll purposes. NARCINT will supply necessary equipment items, including computers, vehicles and reimbursement for overtime at an agreed amount per calendar year.

All expenses incurred by NARCINT will be the responsibility of NARCINT and not the individual police agencies.

### V. LIABILITIES/INSURANCE

- A. For purposes of representation and indemnification, NARCINT personnel appointed as Inspectors by the director of the State Police will be considered employees of the State of Illinois. The State of Illinois, pursuant to 5 ILCS 350/1 et seq., shall provide representation and indemnification to all NARCINT Inspectors while engaged in NARCINT activities, to the extent permitted by law;
- B. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act, (820 ILCS 305/1 et. seq.), for personal injuries occurring to its officers while engaged in Task Force activities;
- C. The State of Illinois, pursuant to 5 ILCS 350/1.1(b), will provide liability insurance coverage to the extent permitted by law, to any NARCINT Inspector or State Police Officer who is the driver of a motor vehicle owned, leased or controlled by the State of Illinois.

### VI. DUTIES OF THE ILLINOIS STATE POLICE (ISP)

The ISP agrees to supply the following equipment and services to be utilized in support of NARCINT activities:

- A. Training in proactive enforcement techniques and covert investigative methods.
- B. Specialized equipment as available, and/or communications devices/components.
- C. Appointment of qualified officers as "Inspectors" and the issuance of credentials pursuant to the authority in 20 ILCS 2605/2605-55. Any credentials, equipment or components supplied by ISP to any NARCINT officer must be surrendered to ISP upon termination of the officer's affiliation with NARCINT or upon

## NARCINT INTERAGENCY AGREEMENT

July 23, 2014

dissolution of the Task Force.

- D. Conduct background investigation on candidates submitted for appointment as "Inspector" to NARCINT.

### VII. NARCINT ADVISORY BOARD

- A. Membership on NARCINT's Advisory Board shall consist of the chief law enforcement executive or his/her designee from each of the participating agencies. The Commander of ISP Zone 1 Investigations, or his/her designee, will be the Chair of the Advisory board. The Advisory Board will be responsible for recommending unit strategy.
- B. Any contributing agency has the option, at any time during a member's tour of duty, to reassign the member to the parent agency.
- C. All officers to be submitted as candidates to NARCINT will be screened by the submitting/parent agency and the NARCINT Director for assignment suitability. The final determination will rest with the NARCINT Director.
- D. The Advisory Board shall normally meet on a quarterly basis, but at least once a calendar year. The NARCINT Director will provide the Advisory Board with a synopsis of the general operations of NARCINT and case updates as appropriate.
- E. When there is a vacancy in NARCINT for the Illinois State Police Task Force Director's position, the Illinois State Police is responsible for designating a replacement.
- F. NARCINT will be responsible for furnishing vehicles to its task force officers. NARCINT will assume insurance and maintenance costs for assigned vehicles.

### VIII. OPERATIONAL PROCEDURES

The parties agree that the following operational procedures shall prevail throughout the duration of this agreement.

- A. The NARCINT Director will be an ISP officer acting under the direct supervision of the Zone 1 Commander and will be responsible for the following:

## NARCINT INTERAGENCY AGREEMENT

July 23, 2014

- Daily operations of the Task Force and overall direction and supervision of the assigned work force.
  - Devising, implementing, arranging and administering training for personnel assigned to his supervision.
  - Reviewing, analyzing, documenting and approving the use of Official Advance Funds (OAF) in accordance with ISP reporting practices and directives.
  - Providing the NARCINT Advisory Board annual activity reports and periodic summarization of activities and public awareness efforts.
  - Making recommendations to the ISP Zone 1 Command regarding NARCINT members' personnel action requests, i.e., annual leave, training and transfers, etc.
  - Ensuring all ISP NARCINT officers are evaluated annually. This evaluation will be shared with the officer's parent department.
- B. All NARCINT Members will be full-time police officers from ISP or local agencies under the supervision of the NARCINT Director. These officers shall:
- Have completed the appropriate training as required by law, prior to their appointment to NARCINT, and must not be subject to any current or pending disciplinary action.
  - Adhere to all laws of the State of Illinois and the United States of America.
  - Maintain compliance with their respective agency's policies and procedures, as well as the policies and procedures of the ISP.
  - Not consume intoxicating beverages or enter any establishment or place of business where the principal business is the sale of alcoholic beverages while on duty except in the performance of duty, and in those instances, never to the extent that the officer's ability to perform an official assignment or function is impaired
  - Direct requests for annual leave to the NARCINT Director, who will coordinate the request with the respective parent agency.
  - Agree to participate in random drug testing in accordance with ISP policy and ISP Inspector credentialing guidelines. Officers will submit to drug testing prior to their assignment to NARCINT, and shall again submit to drug testing upon their departure from the NARCINT.

July 23, 2014

**IX. OTHER OPERATIONAL CONSIDERATIONS**

- A. Report Writing - ISP report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by NARCINT.
- B. Policy - The Illinois State Police Directives, including the Confidential Source and Official Advanced Funds policies, will govern task force operations. It is further understood that all file Confidential Sources (Informants) developed by NARCINT are shared by NARCINT and are not the sole providence of one officer.
- C. The distribution and sharing of assets seized or proceeds awarded shall be handled as follows:
  - 1. Each signatory police agency including NARCINT shall receive an appropriate share of the assets seized or proceeds, in compliance with the Equitable Sharing guidelines set forth by the Department of Justice (DOJ), Criminal Division, Asset Forfeiture and Money Laundering Section (AFMLS) and contained within 725 ILCS 150 Drug Asset Forfeiture Procedure Act, and 720 ILCS 5/29B-1 (Money Laundering). The police agencies that have affixed their signatures below agree that all assets seized NARCINT, governed by the policy board or their designee and solely based on participation or assets contributed by each of the police agencies involved in the investigation and listed on sharing sheets.
  - 2. Sharing sheets are documents created by the NARCINT Director or his designee which reflects a percentage number of the funds each agency will receive after court jurisdictional adjudication is completed including appeal period. The sharing sheets will be maintained in each of the case files by NARCINT and by the Illinois State Police Asset Forfeiture Section Administrator in their filing system.
  - 3. If a non-signatory police agency makes a significant contribution to the Investigation that led to the asset seizure, that agency may receive a share of the proceeds in proportion to its investigative contribution, as determined by quantitative and qualitative measures. This paragraph shall apply to any non-signatory police agency that has officers assisting NARCINT.
  - 4. With regard to adoptive seizures, the police agency (whether signatory or non-signatory) that seizes the asset and refers it to NARCINT, shall receive an appropriate share of the proceeds, based on quantitative and qualitative measures, namely, they were the seizing agency. The remaining proceeds shall be distributed appropriately among the non-seizing signatory police agencies as detailed above in Paragraph 1, 2, and 3.

## NARCINT INTERAGENCY AGREEMENT

July 23, 2014

- D. If an Officer is removed from NARCINT without an immediate replacement from the parent agency, the agency will forfeit its right to any assets seized following the member's departure. This provision shall apply to removals of 30 days or more in duration. An exception may be granted if the replacement of the previously assigned officer would cause undue hardship to the parent agency.
- E. NARCINT will get first priority to obtain seized vehicles and/or equipment for use by the Unit. If NARCINT does not wish to retain a vehicle and/or equipment as part of the NARCINT fleet and/or its inventory, the vehicle and/or equipment may be offered to the other signatory agencies at the discretion of the NARCINT Director. If no agency wants the vehicle and/or equipment, it will be auctioned and the proceeds will be deposited to the appropriate seized funds account and distributed per Section IX, Paragraph C, of this agreement.

### X. MISCONDUCT

- A. Misconduct by officers of NARCINT shall include the following:
  - 1. Commission of a criminal offense.
  - 2. Neglect of duties.
  - 3. Violation of NARCINT policies and/or rules of procedure.
  - 4. Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.
- B. Upon receipt of a complaint from a law enforcement agency, State's Attorney's office, or any other credible source alleging misconduct by a NARCINT officer, the following procedures will be initiated:
  - 1. The NARCINT Director will notify the ISP Deputy Director, through the chain of command, and the chief executive of the officer's parent agency.
  - 2. If the complaint is of a minor nature, the inquiry may be conducted by the NARCINT Director or the respective agency head.
  - 3. If the complaint is of a criminal nature, the NARCINT Director and the agency head may request an investigation be conducted in accordance with the Officers Bill of Rights.
  - 4. If a complaint is verified, the chief executive of the parent agency will implement disciplinary action as deemed necessary. In addition, if a criminal complaint is verified, the information will be forwarded to a prosecuting authority.

**NARCINT INTERAGENCY AGREEMENT**

July 23, 2014

**XI. TERMINATION/MODIFICATION OF AGREEMENT**

Any party may withdraw from this agreement upon providing thirty (30) days written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties. However, the addition or removal of a party to this agreement shall be at the sole discretion of the ISP Director or his/her designee and shall not require written approval by all parties.

**XII. COUNTERPARTS**

This agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

SIGNATURE PAGE  
NARCINT INTERAGENCY AGREEMENT  
July 23, 2014

\_\_\_\_\_  
[Redacted Signature]

\_\_\_\_\_  
Date

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON JUNE 20, 2014 AT THE VILLAGE HALL OF THE VILLAGE OF WILLOWBROOK, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. OMNIBUS VOTE AGENDA

- a. Review and Approve Minutes of May 16, 2014 (APPROVE)

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to approve the Omnibus Vote Agenda as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

There were no communications.

6. UNFINISHED BUSINESS

- a. Election of BOPC Chairman and Secretary

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to reelect William Schuler as BOPC Chairman and Stephen Landsman as BOPC Secretary.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

7. NEW BUSINESS

a. Discussion - Probationary Officer Agreement

Chief Shelton stated that our most senior probationary patrol officer informed him that he was considering leaving the Willowbrook Police Department for a similar position with the Buffalo Grove Police Department citing a slightly higher rate of pay, a shorter length of time to reach maximum salary, and that one of his best friends currently services as a patrol officer for that department. Possible start date would be August 1, 2014. Administrator Halik noted that when Mayor Trilla was informed of this officer's decision to resign and accept the same position with another department, the mayor was upset over the amount of money invested in him during this officer's short employment with the Village. After speaking with other officials in neighboring communities, the mayor learned that some have policies in place to dissuade new hires from leaving so soon before they can "payback" the community for their investment. The Mayor has requested that the BOPC consider a similar policy as a condition of hire.

Chief Shelton distributed a copy of the agreement that the Burr Ridge Police Department uses. Burr Ridge's attorneys stated that the officer's salary cannot be recouped; however, Field Training Officer pay, cost of uniforms, and the cost of the Police Academy can be. This agreement is valid through the first two (2) years of an officer's employment and require the employee to reimburse the village for eligible costs, the maximum amount which would be about \$10,000 if the employee left within one year of their start/service date, and drop to half that amount if the employee left before the second anniversary of their start/service date.

Secretary Landsman questioned if the Police Union has a say in this agreement. Administrator Halik advised that since this agreement is a condition of hire, and that he felt that the Union would have no say over the agreement and that it would not be subject to Collective Bargaining. Administrator Halik stated that he would send a copy to the Village's Labor Attorney for comment. Chairman Schuler clarified that this agreement would be covered under the BOPC Rules and Regulations. Chief Shelton and Administrator Halik advised that it would. Chairman Schuler asked the commissioners to review the sample agreement and be prepared to discuss this matter at the next meeting.

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to direct Staff to pursue and form an Employment Agreement for new patrol officers with BOPC Attorney John Broihier and Village Labor Attorney Michael Durkin.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

b. Update - Current New Officers

Chief Shelton gave an update for the newest police officer candidate, whose physical and psychological tests have come back indicating no problems. This candidate will take the POWER test on June 24, 2014. Her official start date is July 1, 2014 and will be entering the Police Academy on July 7, 2014.

Chief Shelton stated that there are no other current police officers of the remaining applicants on the eligibility list. Background investigations have begun for the next person on the list. An academy date has been reserved for September.

Chief Shelton stated that a current patrol officer will be retiring in February. The current eligibility list expires in February. Chief Shelton stated that the BOPC begin the testing process in October.

c. Fire & Police Physical Fitness Testing

Chairman Schuler questioned an email received from BOPC Attorney John Broihier reference POWER Fitness Testing in relation to the testing process. Chief Shelton stated that it referred to if the BOPC ran a POWER test as part of the employment process. Currently, the BOPC does not run a POWER test. The applicant takes the POWER test once in the police academy. Even though the BOPC requires a NIPSA card, this case law does not affect the BOPC.

8. ADJOURNMENT

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to adjourn the meeting at the hour of 7:40 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

August 15, 2014

\_\_\_\_\_  
Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

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)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, JULY 1, 2014, AT THE WILLOWBROOK VILLAGE HALL, 7760 QUINCY  
STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Lorraine Grimsby, Ronald Kanaverskis, Laurie Landsman, Rene Schuurman, and Doug Stetina.

ABSENT: Commissioners Carol Lazarski and Ramona Weigus.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JUNE 3, 2014

The Commission reviewed the June 3, 2014 minutes.

MOTION: A Motion was made by Commissioner Landsman and seconded by Commissioner Grimsby to approve the June 3, 2014 minutes as presented.

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

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

Summer 2014 Programming

Superintendent Violante stated that attendance at fishing related programs has grown since co-opping with the Village of Hinsdale Parks & Recreation Department.

Movie Night

Superintendent Violante advised that Movie Night on June 19<sup>th</sup> was cancelled. The make-up day will be August 21<sup>st</sup> immediately following the Back to School Bash.

### Back to School Bash

Superintendent Violante related that the Back to School Bash event will also be offered to the Maercker School District.

### IRMA (Intergovernmental Risk Management Agency)

Superintendent Violante stated IRMA completed their 3-year audit to evaluate the safety of the playgrounds. Overall, the playgrounds rated high. There are some minor changes related to the height of certain railings as well as the replacement of missing pieces on certain equipment.

### Touch-A-Truck

Superintendent Violante reminded the Commission that the Touch-A-Truck event will be held on Friday, July 11<sup>th</sup> at Hinsdale Lake Commons from 10:00 a.m. – 12:00 p.m.

## 5. OLD BUSINESS

### A. OSLAD Grant for Willow Pond Park

Superintendent Violante updated the Commission on the pond dredging portion of the park project. The material removed from the pond will be used to build a berm on the east side of the park. Trees in that portion of the park will be removed (most of them are ash trees) and new trees will be planted. Commissioners recommended contacting the local nurseries to see if they would like to take any of the dredged material or offer it to residents. Superintendent Violante stated she will look into it.

### B. Village Race

Superintendent Violante stated she has met with two of the individuals on the Race Committee. The Committee feels they will be able to conduct the race and act as the Race Director; however, they will need assistance in timing, advertising and setting up the certification of the race. Commissioner Schuurman suggested that the race be held in October and have participants wear costumes.

The next Race Committee meeting will be held on July 17<sup>th</sup>.

6. NEW BUSINESS

A. Park Permit

Superintendent Violante stated that World Financial, out of Oak Brook Terrace, has again requested to use Borse Park for their company picnic. Attendance at any one time in the park is estimated to be around 250-300 people. Anything over 200 people needs to be approved by the Village Board. Superintendent Violante stated there are no other events occurring in the park at that time.

B. Park Tour – Borse, Midway, Farmingdale, Lake Hinsdale, Rogers Glen

The park tour will commence at the end of this Commission Meeting.

7. CORRESPONDENCE/COMMUNICATIONS

Superintendent Violante related she sent a letter to the residents surrounding Borse Park alerting them about the upcoming BRW Tournament and parking restrictions.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Grimsby to adjourn the meeting at the hour of 7:32 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

August 5, 2014

  
Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, JULY 16, 2014, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Chairman Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: Commissioners Lacayo and Remkus.

Commissioner Lacayo entered the meeting at 7:05.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting May 7, 2014 (APPROVE)
- C. Minutes – Village Board Meeting April 28, May 12, May 27 and June 9, 2014

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

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-06 - 6300 Kingery Highway, "Oishi Sushi": Petition for a Special Use permit and other relief as may be required to allow a 1,890 square foot restaurant to operate in Hinsdale Lake Commons Shopping Center.

- A. PUBLIC HEARING
- B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Soukup based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use outlined in Exhibit 3 of the staff report prepared for PC 14-06 for the July 16, 2014 Plan Commission meeting, and that the Plan Commission recommend to the Village Board approval of a special use for a restaurant subject to the following condition:

1. The special use for a restaurant shall only apply to the 1900 square feet in tenant space number 2.

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

MOTION DECLARED CARRIED

5. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-07 - 6258 Kingery Highway, "Little Sunshine Playhouse": Petition to amend a special use for a PUD and other variations and relief as may be required to allow the construction of a new 9,267 square foot daycare facility and site improvements.
  - A. PUBLIC HEARING
  - B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Soukup based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and PUD and the findings outlined in Exhibits 4, 5, and 6 respectively of the staff report prepared for PC 14-07 for the July 16, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use authorizing a major change to an existing PUD and granting preliminary and final plat and plan approval for Lot 2, including all identified or incorporated exceptions included in the plans subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibits 1 of the staff report prepared for PC 14-07 except as may be modified to comply with Village Codes or in response to compliance with conditions recommended by the Plan Commission and as approved by the Village Engineer.
2. Plans shall be revised prior to being considered by the Village Board in compliance with the engineering and planning comments outlined in Exhibits 2 and 3 respectively of the staff report prepared for PC 14-07 for the July 16, 2014 Plan Commission meeting except for comment 4 of the site plan comments and comment 6 of the landscape plan comments.

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

MOTION DECLARED CARRIED

6. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-08 - 301 W. 75th Street, "Chishack": Petition for a special use permit for a restaurant and drive through and approval of variations to allow a 1,187 square foot restaurant.

- A. PUBLIC HEARING  
B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Commissioner Ruffolo, seconded by Vice-Chairman Wagner based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and variations outlined in Exhibits 3 and 4 respectively of the staff report prepared for PC 14-08 for the July 16, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a drive through restaurant; a variation from 9-12-2 to allow a refuse enclosure less than 10' from property line; a variation from 9-10-5G to allow a western interior parking setback of 2' and eastern interior parking setback of 2'7" when 10' is required; and a variation from 9-10-5G to allow a northern front parking setback of 9'10" when 15' is required subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibit 1 of the staff report prepared for PC 14-08 except as may be modified in response to compliance with Village Codes or conditions recommended by the Plan Commission and as approved by the Village Engineer. Approved signage is limited to the 105.27 square feet of signage including one monument sign and one wall sign on each of the north, east and west frontages will be permitted.
2. The Landscape Plan shall be revised, resubmitted and approved by the Village in compliance with Village Codes prior to installation of landscape materials
3. Plans shall be revised prior to being considered by the Village Board in compliance with the planning comments outlined in Exhibit 2 of the staff report prepared for PC 14-08 for the July 16, 2014 Plan Commission meeting.

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

MOTION DECLARED CARRIED

7. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-09 - 7580 Quincy Street "Westmont Swim Club": Petition for a rezoning from M1 to OR, a special use permit for a recreational use and a variation to allow a swim club.

- A. PUBLIC HEARING  
B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Kaucky based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use and variations outlined in Exhibits 4 and 5 respectively of the staff report prepared for PC 14-09 for the July 16, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a rezoning from M-1 to OR, granting of a special use for a recreational use; a variation from Section 9-10-4 to not provide 1 loading space; a variation from 9-10-5(L) 1 to allow parallel parking; and a variation from 9-14-2.23(B)3(d) to provide no foundation landscaping along the newly paved areas along the west and south sides of the building; subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibits 1 of the staff report prepared for PC 14-09 except as may be modified to comply with Village Codes or in response to compliance with conditions recommended by the Plan Commission and as approved by the Village Engineer.
2. Plans shall be revised prior to being considered by the Village Board in compliance with the engineering and planning comments outlined in Exhibits 2 and 3 respectively of the staff report prepared for PC 14-09 for the July 16, 2014 Plan Commission meeting.
3. The facility will not be used for swim meets.
4. We ask the Village to consider placing "No Parking" signs on Quincy Avenue adjacent to this property and the property to the north.

DISCUSSION ON MOTION: Planner Charlton asked whether any modifications would be made to the dumpster requirement outlined in Exhibit 3.

AMENDMENT TO MOTION: Made by Commissioner Kaucky, seconded by Vice-Chairman Wagner to add a condition 5 to the original motion that the requirement for an exterior dumpster will be eliminated.

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

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

MOTION DECLARED CARRIED

8. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-10: Petition for text amendments to the Title 9 of the Village Code (Zoning Ordinance) defining and regulating Medical Marijuana Facilities in the Village of Willowbrook.

- A. PUBLIC HEARING  
B. DISCUSSION

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Lacayo, to continue the discussion to the August 6, 2014 regular Plan Commission meeting.

MOTION DECLARED CARRIED

9. VISITOR'S BUSINESS

None.

10. COMMUNICATIONS

None.

11. ADJOURNMENT

MOTION: Made by Commissioner Soukup, seconded by Commissioner Lacayo, to adjourn the regular meeting of the Plan Commission at the hour of 9:45 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Page 6  
Plan Commission Meeting

PRESENTED, READ AND APPROVED,

August 6, 2014

Minutes transcribed by Joanne Prible.

  
Chairman

## AGENDA

Meeting of the Public Safety Committee of the Village of Willowbrook which was held on July 14<sup>th</sup>, 2014 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

### CALL TO ORDER

*The meeting was called to order at 6:05 p.m.*

### ROLL CALL

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

1. Reviewed the May 12<sup>th</sup>, 2014 Public Safety Committee Meeting Minutes.  
*The Committee approved the May 12<sup>th</sup>, 2014 Public Safety Committee Meeting Minutes.*
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 04/28/2014 – 05/25/2014 and 05/26/2014-06/22/2014 - Information.
4. Reviewed the Monthly Expenditure Report for May and June 2014 – Information.
5. Reviewed the Monthly Offense Summary Report for May & June 2014 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information
  - Chief Mark Shelton
  - Deputy Chief Mark Altobella
  - Sergeant Michelle Strugala
  - Detective Lauren Kaspar
  - Administrative Assistant Lori Rinella
  - Administrative Assistant Debbie Hahn
  - Administrative Assistant Laurie Schmitz
  - Officer Andrew Pelliccioni
  - Officer Nick Volek
  - Officer Joel Rudnick
7. DISCUSSION ITEMS
  - Update – Narcint  
*Chief Shelton advised the Committee that all is progressing well and is hopeful for a Memorandum of Understanding and a start date of September 1<sup>st</sup>, 2014.*
  - CALEA Re-Accreditation Review  
*Chief Shelton advised the Committee that the Gold Standard Re-Accreditation process went very well. The Assessors were very positive, met with numerous members of the department, conducted several interviews with community members, and made several suggestions to strengthen the departmental General Orders.*

- Update – New Hire  
*The Chief advised the Committee that Police Recruit Christine Danan is currently attending the Suburban Law Enforcement Academy and is expected to graduate in September of 2014.*
- Range Training Schedule  
*Trustee Kelly was advised that Officers are going to the Range in groups of (5) which will allow for an (8) hour training session. This will allow the Officers to better familiarize themselves with different scenarios presented by the Range Instructors.*
- Bike Officers  
*Trustee Kelly advised that residents have commented to him about seeing the Officers on the police bikes in Lake Hinsdale Village. Trustee Kelly stated how well accepted and appreciated the residents were in seeing the Officers. Trustee Kelly was advised that (2) Officers are being assigned to Bike Patrol to work various times in all areas of the Village.*

8. VISITOR'S BUSINESS\*

9. ADJOURNMENT

*The meeting was adjourned at 6:22 p.m.*

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

NEXT MEETING SCHEDULED AUGUST 11<sup>TH</sup>, 2014 AT 6:00 P.M.