

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, SEPTEMBER 22, 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 - September 8, 2014 (APPROVE)
 - c. Warrants - \$260,811.52 (APPROVE)
 - d. Financial Report - Final Audited Numbers - April 1, 2014 (APPROVE)
 - e. Ordinance - An Ordinance Amending Title 1, Chapter 5, Section 1-5-3(D)(4) of the Village Code - Meetings; Public Comment (PASS)
 - f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept A Proposal to Conduct the Fall Brush Collection Program, October 13th Through October 17th - Mario's Tree Service (ADOPT)
 - g. Resolution - A Resolution Regarding a Notice of Proposed Rulemaking Proceeding - "Hazardous Material: Enhanced Tank Car Standards and Operational Controls for High-Hazard Flammable Trains" Before the Pipelines and Hazardous Material Safety Administration in Docket No. PHMSA-2012-0082 (HM-251) (ADOPT)
 - h. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Village Administrator to Accept a Proposal from North American Salt Company to Provide Bulk Treated Rock Salt for Use in the Village's 2014/15 Snow & Ice Control Program and Ratifying and Confirming the Village Administrator's Prior Acceptance of Said Proposal (ADOPT)

- i. Motion to Approve - Village Hall Renovation
Contract: Payout #2 - Partial Payment, FBG
Construction Corporation (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 9 ZONING ORDINANCE - DEFINING AND REGULATING MEDICAL CANNABIS FACILITIES IN THE VILLAGE OF WILLOWBROOK
8. RESOLUTION - A RESOLUTION APPOINTING THE VILLAGE ADMINISTRATOR AS THE VILLAGE'S DESIGNATED REPRESENTATIVE DURING NEGOTIATIONS WITH COMCAST CABLE ON A FRANCHISE AGREEMENT RENEWAL AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ACCEPT AND EXECUTE A PROPOSAL FOR LEGAL SERVICES RELATING TO THE NEGOTIATION PROCESS - KLEIN, THORPE & JENKINS, LTD.
9. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBERS 3 AND 4 - DRYWALL REPAIRS AND HVAC DUCT REVISIONS - VILLAGE HALL RENOVATION PROJECT, AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDERS

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, SEPTEMBER 8, 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 Trustee Dennis Baker.

2. ROLL CALL

Those present at roll call were Village Clerk Leroy Hansen, Trustees Dennis Baker, Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, and Paul Oggerino.

ABSENT: Mayor Frank Trilla

Also present were 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

Trustee Baker asked Trustee Berglund to lead everyone in saying the Pledge of Allegiance.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to appoint Trustee Baker as Mayor Pro Tem for the evening in the absence of Mayor Trilla.

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

MOTION DECLARED CARRIED

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - August 25, 2014 (APPROVE)
- c. Warrants - \$177,796.34 (APPROVE)

- d. Monthly Financial Report - August 31, 2014 (APPROVE)
- e. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(B) of the Village Code - Classifications: Class B License - Ordinance No. 14-O-37 (PASS)
- f. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance 14-O-38 (PASS)
- g. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance 14-O-39 (PASS)
- h. Resolution - A Resolution Authorizing the Village Administrator's Acceptance of Change Order Number 1 - Removal of Existing Below Slab Cable Duct - Village Hall Renovation Project, and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Order - Resolution No. 14-R-42 (ADOPT)
- i. Plan Commission Discussion - Zoning Case 14-10: Petition for Text Amendments to Title 9 of the Village Zoning Ordinance Defining and Regulating Medical Marijuana Facilities in the Village of Willowbrook (RECEIVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. ORDINANCE - AN ORDINANCE AMENDING A SPECIAL USE PERMIT AUTHORIZED BY ORDINANCE 86-O-28 AUTHORIZING A MAJOR CHANGE TO A PUD AND GRANTING PRELIMINARY AND FINAL PUD PLAT APPROVAL - LITTLE SUNSHINE'S PLAYHOUSE, 6258 KINGERY HIGHWAY

Trustee Baker thanked Planning Consultant Charlton for the quality of her reports that have been presented to the Village Board for approval.

Planning Consultant Charlton stated that this ordinance will allow for development on the final outlot of the PUD located at Kingery Highway and 63rd Street. Consultant Charlton stated that

several business establishments have inquired about this property in the past; however, due to restricted access to the location off of Kingery Highway, it was difficult to find the proper type of business. The Little Sunshine's Playhouse lends itself as a destination use that focuses its traffic primarily during the morning and afternoon hours.

The Little Sunshine Playhouse is a new company to the State of Illinois with Willowbrook being its first location. This company has primary locations in the Southwest and Southern Midwest. The prototype is an upscale, country-club style day care.

This amendatory ordinance was reviewed and approved by the Plan Commission.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance No. 14-O-40 as presented.

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

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT (PUD), INCLUDING WAIVERS FROM THE ZONING ORDINANCE, AND GRANTING PRELIMINARY AND FINAL PUD PLAT APPROVAL - WILLOWBROOK CORPORATE CENTRE, 700 WILLOWBROOK CENTRE PARKWAY

Planning Consultant Charlton advised that this property is owned by the Village of Willowbrook and is located near the Public Works facility. The proposed Planned Unit Development (PUD) consists of two separate structures on the lot.

Accommodations to the neighboring residential homes were addressed to limit amounts of noise and disturbances. Operational restrictions were included to limit semis from the property, garbage collection, and parking demands.

This PUD was discussed and approved by the Plan Commission.

MOTION: Made by Trustee Oggerino and seconded by Trustee Mistele to pass Ordinance No. 14-O-41 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele stated that on tonight's Omnibus Vote Agenda, there was an approval for a change order pertaining to the Village Hall renovation. There will be additional change orders brought to the Board in the future that pertain to unforeseen issues that have arisen.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Durkin had no report.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halik advised the Board that a Village-wide mosquito spray will occur on Wednesday, September 10th, after dusk.

Administrator Halik stated that he was pleased to report that the Village was awarded another Illinois Department of Commerce and Economic Opportunity grant in the amount of \$50,000. This grant had been submitted several years ago. Mayor Trilla was instrumental in getting this approved with the help of a local State official. The grant has been earmarked for a shelter in one of the parks, but likely could be substituted for other park improvements.

Administrator Halik also related that the founder of Chick-fil-A, Mr. Truett Cathy, passed away this morning.

12. MAYOR'S REPORT

No Mayor's report due to Mayor Trilla's absence.

13. EXECUTIVE SESSION

Trustee Baker stated that there was no need for Executive Session during tonight's meeting.

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 6:46 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

September 22, 2014.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

September 22, 2014

GENERAL CORPORATE FUND	-----	\$111,747.12
WATER FUND	-----	144,742.13
WATER CAPITAL IMPROVEMENTS FUND	-----	1,819.02
L.A.F.E.R FUND	-----	2,503.25
TOTAL WARRANTS	-----	\$260,811.52



Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFFY TAPPLE COMPANY (40)	09/23 CK# 85091	\$310.00
2014 APPLES FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	310.00
AFLAC (46)	09/23 CK# 85092	\$2,179.28
D7088 SEP 14 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
D7088 SEP 14 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AIRGAS USA LLLC (2600)	09/23 CK# 85093	\$54.53
9921208452 EQUIPMENT RENTAL 01-535-290	01-35-750-290	54.53
AL WARREN OIL CO (2205)	09/23 CK# 85094	\$4,322.25
I0863348 GASOLINE INVENTORY 01-190-126	01-190-126	4,322.25
ALEXANDER EQUIPMENT COMPANY INC (2609)	09/23 CK# 85095	\$2.00
104883 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	107.90
104904 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	-105.90
AMERICAN FIRST AID SERVICE INC (77)	09/23 CK# 85096	\$18.50
165236 OPERATING EQUIPMENT 01-451-401	01-30-630-401	18.50
ANIMAL EYE CONSULTANTS (2637)	09/23 CK# 85097	\$385.00
56331 OPERATING EQUIPMENT 01-451-401	01-30-630-401	385.00
ART GALLEGOS (1466)	09/23 CK# 85098	\$100.00
DEPOSIT 8/30/14 PARK PERMIT FEES 01-310-814	01-310-814	100.00
ARTHUR CLESEN, INC. (129)	09/23 CK# 85099	\$1,450.00
299444 TREE MAINTENANCE 01-535-338	01-35-750-338	1,450.00
ASHLEY WRODA (1466)	09/23 CK# 85100	\$140.00
REFUND PARK PERMIT FEES 01-310-814	01-310-814	140.00
AMERICAN TRAFFIC SOLUTIONS (2300)	09/23 CK# 85101	\$23,720.00
16712/AUG 14 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
16712/AUG 14 RED LIGHT - MISC FEE	01-30-630-249	1,245.00
AZAVAR AUDIT SOLUTIONS INC (158)	09/23 CK# 85102	\$271.43
10374/SEPT 14 UTILITY TAX 01-310-205	01-310-205	271.43
JITENDER BATRA (2638)	09/23 CK# 85103	\$10,000.00
TEMP OCCPNY COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	10,000.00
BLACK GOLD SEPTIC (208)	09/23 CK# 85104	\$310.00
4119 SEPT 14 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
THE CHICAGO SKY (2639)	09/23 CK# 85105	\$150.00
1 FAMILY SPECIAL EVENT-BACK TO SCHOOL	01-20-585-153	150.00
CHRISTOPHER B. BURKE (333)	09/23 CK# 85106	\$24,453.09
117803 FEES - ENGINEERING 01-555-245	01-40-820-245	1,624.54
117804 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	644.96
117805 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	1,218.50
117806 REIMB.	01-15-520-254	839.00
117807 REIMB.	01-15-520-254	110.00
117808 FEES - ENGINEERING 01-505-245	01-35-720-245	3,215.19
117809 REIMB.	01-15-520-254	619.00
117810 REIMB.	01-15-520-254	330.00
117811 REIMB.	01-15-520-254	677.25
117812 REIMB.	01-15-520-254	220.00
117813 REIMB.	01-40-820-259	601.75
117814 REIMB.	01-40-820-259	179.00
117815 REIMB.	01-40-820-259	254.50
117816 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	13,919.40

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CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CLARKE ENVIRONMENTAL (350)	09/23 CK# 85107	\$3,169.55
6350460 MOSQUITO ABATEMENT 01-775-259	01-35-760-259	3,169.55
COMMONWEALTH EDISON (370)	09/23 CK# 85108	\$1,088.73
0423085170SEP14 RED LIGHT - COM ED	01-30-630-248	72.55
0791026027SEP14 RED LIGHT - COM ED	01-30-630-248	58.23
4215105154SPT14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	465.17
4403140110SEP14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	80.84
6863089003SEP14 RED LIGHT - COM ED	01-30-630-248	41.71
7432089030SEP14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	370.23
CONRAD POLYGRAPH INC (2546)	09/23 CK# 85109	\$320.00
1399 EXAMS - POLYGRAPH 01-745-545	01-07-440-545	320.00
CYNTHIA MOJICA (1466)	09/23 CK# 85110	\$100.00
DEPSIT 8/31/14 PARK PERMIT FEES 01-310-814	01-310-814	100.00
DELTA DENTAL PLAN OF ILLINOIS (468)	09/23 CK# 85111	\$3,913.48
OCT 2014 EMP DED PAY-INS 01-210-204	01-210-204	787.94
OCT 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	193.43
OCT 2014 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	55.50
OCT 2014 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	111.01
OCT 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,426.25
OCT 2014 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	172.83
OCT 2014 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	166.52
DISCOVERY BENEFITS SIMPLIFY (2534)	09/23 CK# 85112	\$50.00
484364 EMP DED PAY - FSA FEE 01-210-221	01-210-221	39.60
484364 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	10.40
DUPAGE COUNTY PUBLIC WORKS (514)	09/23 CK# 85113	\$173.00
5/31-7/31/14 SANITARY (835)	01-10-466-251	78.45
5/31-7/31/14 SANITARY (825)	01-10-466-252	25.65
5/31-7/31/14 PW SANITARY USER CHARGE	01-35-725-417	18.61
5/31-7/31/14 VH SANITARY USER CHARGE 01-405-385	01-10-466-385	50.29
DUPAGE COUNTY (511)	09/23 CK# 85114	\$500.00
9/9/14 100 CPNS TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
9/9/14 100 CPNS SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE JUV OFCRS ASSN (523)	09/23 CK# 85115	\$55.00
KASPAR #521 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	55.00
DUPAGE MAYORS AND MGRS. CONF. (527)	09/23 CK# 85116	\$261.00
7979/SEPT 14 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	261.00
FASTSIGNS (588)	09/23 CK# 85119	\$48.00
65-48334 PRINTING & PUBLISHING 01-601-302	01-20-550-302	48.00
FEDERAL EXPRESS CORP. (592)	09/23 CK# 85120	\$51.41
276188450 POSTAGE & METER RENT 01-420-311	01-10-455-311	26.83
276188450 POSTAGE & METER RENT 01-601-311	01-20-550-311	24.58
W.W. GRAINGER (1999)	09/23 CK# 85121	\$62.35
9531311554 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	12.43
9532104750 FEES - ENGINEERING 01-505-245	01-35-720-245	12.48
9532443984 FEES - ENGINEERING 01-505-245	01-35-720-245	37.44
JOHN J. HANDZIK (750)	09/23 CK# 85123	\$278.20
UNIFORMS 14 UNIFORMS 01-451-345	01-30-630-345	278.20

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JACOB LEE HENDRIX (2567)	09/23 CK# 85125	\$55.00
OIL JOHN DEERE MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	55.00
HINSDALE HUMANE SOCIETY (792)	09/23 CK# 85126	\$325.00
AUG 2014 ANIMAL CONTROL 01-465-268	01-30-650-268	15.00
JAN - JULY 14 ANIMAL CONTROL 01-465-268	01-30-650-268	310.00
HOME DEPOT CREDIT SERVICES (808)	09/23 CK# 85127	\$786.46
20817 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	197.93
4024251 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	125.64
7021688 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	161.16
8021468 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	93.54
8031362 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	208.19
HR SIMPLIFIED (744)	09/23 CK# 85128	\$37.50
39933 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	25.00
39933 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	12.50
ILLINOIS PAPER COMPANY (898)	09/23 CK# 85129	\$406.80
IN125360 OFFICE SUPPLIES 01-420-301	01-10-455-301	406.80
ILLINOIS SHOTOKAN KARATE (909)	09/23 CK# 85130	\$502.20
4059/SMR 14 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	502.20
J. G. UNIFORMS, INC (996)	09/23 CK# 85131	\$73.00
34685 UNIFORMS 01-451-345	01-30-630-345	73.00
JASON BENINATO (1466)	09/23 CK# 85132	\$400.00
9/6/14 DEPOSIT PARK PERMIT FEES 01-310-814	01-310-814	400.00
KING CAR WASH (1057)	09/23 CK# 85133	\$325.00
60/AUG 14 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	325.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	09/23 CK# 85134	\$453.31
9000779465 COPY SERVICE 01-451-315	01-30-630-315	100.26
9000783478 COPY SERVICE 01-420-315	01-10-455-315	353.05
TRACY LAPSHIN (2553)	09/23 CK# 85135	\$40.00
14SMR SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	40.00
LEXIS (21)	09/23 CK# 85136	\$135.95
1009686/AUG 14 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	135.95
LOGSDON OFFICE SUPPLY (2452)	09/23 CK# 85137	\$92.07
919654-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	80.60
919654-001 COMMISSARY PROVISION 01-420-355	01-10-455-355	24.42
919654-002 OFFICE SUPPLIES 01-420-301	01-10-455-301	-12.95
MARQUARDT PRINTING CO. (2543)	09/23 CK# 85138	\$715.00
25797 PRINTING & PUBLISHING 01-551-302	01-40-810-302	715.00
MIDCO (1268)	09/23 CK# 85139	\$474.00
MAINT 285817 TELEPHONES 01-501-201	01-35-710-201	474.00
MOTOROLA SOLUTIONS INC (1312)	09/23 CK# 85140	\$68.00
149017232014 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00
NEOPOST LEASING (1358)	09/23 CK# 85142	\$395.91
N4880158 POSTAGE & METER RENT 01-420-311	01-10-455-311	395.91
ILL. NOTARY DISCOUNT BONDING (861)	09/23 CK# 85143	\$44.90
HANDZIK #528 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	44.90
ORKIN EXTERMINATING (1439)	09/23 CK# 85144	\$84.70
D2604360SEP14 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	84.70

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
P.F. PETTIBONE & CO. (1491) 31486 PRINTING & PUBLISHING 01-501-302	09/23 CK# 85145 01-35-710-302	\$12.00 12.00
PAVE, SEAL AND STRIPE LLC (2627) 14-132 STREET & ROW MAINTENANCE 01-535-328	09/23 CK# 85146 01-35-750-328	\$995.00 995.00
PCS INTERNATIONAL (2201) 133222 E.D.P. SOFTWARE 01-25-615-212 133326 E.D.P. SOFTWARE 01-25-615-212	09/23 CK# 85147 01-25-615-212 01-25-615-212	\$681.78 106.75 575.03
PETTY CASH C/O TIM HALIK (1492) 9/16/14 OFFICE SUPPLIES 01-420-301 9/16/14 SUMMER PROGRAM MATERIALS & SERVICES 9/16/14 ADA RECREATION ACCOMMODATIONS 01-630-520 9/16/14 GAS-OIL-WASH-MILEAGE 01-451-303 9/16/14 MAINTENANCE - VEHICLES 01-520-409	09/23 CK# 85148 01-10-455-301 01-20-575-119 01-20-590-520 01-30-630-303 01-35-735-409	\$93.19 5.99 1.81 37.79 18.60 29.00
PHILLIP'S FLOWERS (1498) 59985/PEC PUBLIC RELATIONS 01-435-365	09/23 CK# 85149 01-10-475-365	\$97.95 97.95
PREMIER LANDSCAPE (2640) 29751 ST & ROW MAINTENANCE OTHER 01-540-328	09/23 CK# 85150 01-35-755-328	\$656.00 656.00
PUBLIC SAFETY DIRECT INC (2309) 26205 MAINTENANCE - VEHICLES 01-451-409 26246 MAINTENANCE - VEHICLES 01-451-409 26308 MAINTENANCE - VEHICLES 01-451-409	09/23 CK# 85151 01-30-630-409 01-30-630-409 01-30-630-409	\$530.00 275.00 55.00 200.00
RAGS ELECTRIC, INC (1585) 15089 MAINTENANCE - STREET LIGHTS 01-530-223	09/23 CK# 85152 01-35-745-223	\$245.50 245.50
RATHS, RATHS & JOHNSON, INC. (1591) 14058-408 REIMB.	09/23 CK# 85153 01-40-820-255	\$1,298.50 1,298.50
SAM SCHWARTZ ENGINEERING PLLC (2383) 62226 PLAN REVIEW - TRAFFIC CONSULTANT	09/23 CK# 85154 01-15-520-258	\$1,449.00 1,449.00
SCHWAAB, INC. (1672) D99091 OFFICE SUPPLIES 01-420-301	09/23 CK# 85155 01-10-455-301	\$180.21 180.21
SERVICE SANITATION INC (1697) 6910742 RENT - EQUIPMENT 01-615-234	09/23 CK# 85156 01-20-570-234	\$95.00 95.00
SIKICH LLP (1722) 1230712 ERP CONSULTING SERVICES	09/23 CK# 85157 01-25-615-307	\$150.00 150.00
JOHN SKIBA (1728) UNIFOROMS 14 UNIFORMS 01-451-345	09/23 CK# 85158 01-30-630-345	\$151.53 151.53
SPRINT (1357) 952377363043 PHONE - TELEPHONES 01-420-201 952377363043 PHONE - TELEPHONES 01-451-201	09/23 CK# 85159 01-10-455-201 01-30-630-201	\$75.98 37.99 37.99
STAPLES (1767) 8031099351 CAMERA SUPPLIES 01-551-335	09/23 CK# 85160 01-40-810-335	\$29.99 29.99
LAW OFFICES STORINO RAMELLO & DURKIN (2545) 65110/AUG 14 FEES - VILLAGE ATTORNEY 01-425-239	09/23 CK# 85161 01-10-470-239	\$3,447.30 3,447.30
SUBURBAN LEAP (2199) 10/8/14 MTG SCHOOLS-CONFERENCE TRAVEL 01-451-304	09/23 CK# 85163 01-30-630-304	\$50.00 50.00
SUBURBAN LIFE PUBLICATIONS (1805) 972480 PERSONAL RECRUITMENT 01-420-131	09/23 CK# 85164 01-10-455-131	\$817.20 817.20

VILLAGE OF WILLOWBROOK

RUN DATE: 09/16/14

BILLS PAID REPORT FOR SEPTEMBER, 2014

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHICAGO SUN-TIMES, INC (338)	09/23 CK# 85165	\$50.00
262795 PRINTING & PUBLISHING 01-601-302	01-20-550-302	50.00
SUNSET SEWER & WATER (2276)	09/23 CK# 85166	\$1,069.65
2014-238 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	1,069.65
T.P.I. (1886)	09/23 CK# 85167	\$6,029.17
7140/AUG 14 REIMB.	01-40-820-258	2,299.17
7140/AUG 14 PART TIME INSPECTOR 01-565-109	01-40-830-109	3,100.00
7140/AUG 14 REIMB.	01-40-830-115	630.00
TAMELING GRADING (1836)	09/23 CK# 85168	\$2,501.00
TG5/AUG 14 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,510.00
TG5/AUG 14 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	991.00
TAMELING INDUSTRIES (1844)	09/23 CK# 85169	\$451.60
97293 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	451.60
THOMPSON ELEV. INSPECT. SERVICE (1873)	09/23 CK# 85170	\$100.00
14-3237 ELEVATOR INSPECTION 01-565-117	01-40-830-117	100.00
TOM & JERRY'S SHELL SERVICES (1883)	09/23 CK# 85172	\$2,460.75
50205 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	670.17
50211 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
50216 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	118.99
50267 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	27.74
50311 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	331.15
503110 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
50314 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	127.54
50352 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	171.78
50360 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
50380 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	721.63
58656 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	195.00
UNIFIRST (1926)	09/23 CK# 85174	\$541.93
0610850810 MAINTENANCE - PW BUILDING	01-35-725-418	52.83
0610853157 MAINTENANCE - PW BUILDING	01-35-725-418	58.10
0610855467 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	186.45
0610855521 MAINTENANCE - PW BUILDING	01-35-725-418	58.10
0610857949 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	186.45
VERIZON WIRELESS (1972)	09/23 CK# 85175	\$697.97
9731308578 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	61.39
9731308578 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.33
9731308578 PHONE - TELEPHONES 01-451-201	01-30-630-201	378.35
9731308578 TELEPHONES 01-501-201	01-35-710-201	136.63
9731308578 TELEPHONES 01-551-201	01-40-810-201	98.27
WAREHOUSE DIRECT (2002)	09/23 CK# 85176	\$99.18
2427726-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	60.70
2427726-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	38.48
WESTFIELD FORD (2028)	09/23 CK# 85177	\$590.79
376801 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	164.94
377494 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	152.94
603092 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	272.91
WESTOWN AUTO SUPPLY COMPANY (2026)	09/23 CK# 85178	\$212.35
58541 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	33.80
59327 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	56.90

VILLAGE OF WILLOWBROOK

RUN DATE: 09/16/14

BILLS PAID REPORT FOR SEPTEMBER, 2014

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
59340 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	26.79
59601 MAINTENANCE - EQUIPMENT 01-520-411		01-35-735-411	94.86
WILD GOOSE CHASE INC (2047)	09/23 CK# 85179		\$1,050.00
21764 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	1,050.00
WLBK BURR RIDGE KIWANIS (2054)	09/23 CK# 85181		\$120.00
VIOLANTE 2014 FEES DUES SUBSCRIPTIONS 01-420-307		01-10-455-307	120.00
THE YOGA TEACHERS' GROUP INC (2109)	09/23 CK# 85182		\$1,365.00
8/25 - 9/29 SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	1,365.00
TOTAL GENERAL CORPORATE FUND			\$111,747.12

VILLAGE OF WILLOWBROOK

RUN DATE: 09/16/14

BILLS PAID REPORT FOR SEPTEMBER, 2014

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMMONWEALTH EDISON (370)	09/23 CK# 85108	\$706.93
4651111049SEP14 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	595.45
5071072051AG214 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	111.48
DELTA DENTAL PLAN OF ILLINOIS (468)	09/23 CK# 85111	\$172.83
OCT 2014 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	172.83
DUPAGE WATER COMMISSION (521)	09/23 CK# 85117	\$137,391.86
10607/AUG 14 PURCHASE OF WATER 02-420-575	02-50-420-575	137,391.86
ENVIRO TEST INC (555)	09/23 CK# 85118	\$87.50
14-130525 AUG14 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
H-B-K WATER METER SERVICE (739)	09/23 CK# 85122	\$1,893.59
14+682 METERS FLOW TESTING 02-435-278	02-50-435-278	125.00
14+682 NEW - METERING EQUIPMENT 02-435-461	02-50-435-461	1,768.59
HD SUPPLY WATERWORKS, LTD (2191)	09/23 CK# 85124	\$1,015.19
C904119 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	515.19
C922171 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	500.00
HR SIMPLIFIED (744)	09/23 CK# 85128	\$12.50
39933 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	12.50
NANTUCKET CONDO ASSOC (1243)	09/23 CK# 85141	\$110.00
WR 09/03/14 DEPOSITS SENT TO CUSTOMER-DM NANTUCKET CONDO ASSOC UT# 701161.000	02-280-130	110.00
DEPOSIT SENT TO CUSTOMER		
PAVE, SEAL AND STRIPE LLC (2627)	09/23 CK# 85146	\$995.00
14-133 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	995.00
SUNSET SEWER & WATER (2276)	09/23 CK# 85166	\$1,247.94
2014-237 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,247.94
TAMELING GRADING (1836)	09/23 CK# 85168	\$104.00
TG5/AUG 14 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	104.00
TIFCO INDUSTRIES (2610)	09/23 CK# 85171	\$484.16
70979809 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	484.16
UNDERGROUND PIPE & VALVE, CO. (1923)	09/23 CK# 85173	\$384.00
33264 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	384.00
VERIZON WIRELESS (1972)	09/23 CK# 85175	\$136.63
9731308578 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.63
TOTAL WATER FUND		\$144,742.13

VILLAGE OF WILLOWBROOK

RUN DATE: 09/16/14

BILLS PAID REPORT FOR SEPTEMBER, 2014

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WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MARQUARDT PRINTING CO. (2543)	09/23 CK# 85138	\$157.00
25796 MTU REPLACEMENT	09-65-440-602	157.00
STRAND ASSOCIATES (2573)	09/23 CK# 85162	\$1,662.02
0106104 WATER TANK REPAIRS	09-65-440-604	1,373.47
0106524 WATER TANK REPAIRS	09-65-440-604	288.55
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$1,819.02

VILLAGE OF WILLOWBROOK

RUN DATE: 09/16/14

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LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	09/23 CK# 85106	\$762.77
117802 ENGINEERING	14-75-920-245	762.77
WILLIAMS ARCHITECTS (2051)	09/23 CK# 85180	\$1,740.48
0015934 FACILITIES	14-75-930-415	1,740.48
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$2,503.25

VILLAGE OF WILLOWBROOK

RUN DATE: 09/16/14

BILLS PAID REPORT FOR SEPTEMBER, 2014

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	111,747.12	*
02-110-105	WATER FUND-CHECKING 0010330283	144,742.13	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	1,819.02	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	2,503.25	*
	TOTAL ALL FUNDS	260,811.52	**

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

5d

RUN: 09/12/14 10:23AM

SUMMARY OF FUNDS AS OF APRIL 30, 2014

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FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$4,083,399.14
MONEY MARKET	\$3,221,240.57	
MARKET VALUE	198,242.76	
PETTY CASH	1,230.00	
SAVINGS	662,685.81	
TOTAL	\$4,083,399.14	
WATER FUND		\$299,771.25
MONEY MARKET	\$299,771.25	
HOTEL/MOTEL TAX FUND		\$20,414.00
MONEY MARKET	\$20,414.00	
MOTOR FUEL TAX FUND		\$340,386.96
MONEY MARKET	\$340,386.96	
T I F SPECIAL REVENUE FUND		\$155,804.11
MONEY MARKET	\$155,804.11	
SSA ONE BOND & INTEREST FUND		\$359.05
MONEY MARKET	\$359.05	
POLICE PENSION FUND		\$18,068,979.87
AGENCY CERTIFICATES	\$3,025,965.35	
CORPORATE BONDS	3,006,604.05	
EQUITIES	2,549,816.72	
MUNICIPAL BONDS	779,349.10	
MUTUAL FUNDS	6,076,981.37	
MONEY MARKET	369,024.40	
MARKET VALUE	2,068,168.34	
TREASURY NOTES	193,070.54	
TOTAL	\$18,068,979.87	
SSA ONE PROJECT FUND		\$44.82
MONEY MARKET	\$44.82	
WATER CAPITAL IMPROVEMENTS FUND		\$618,792.30
MONEY MARKET	\$618,792.30	
CAPITAL PROJECT FUND		\$101,280.62
MONEY MARKET	\$101,280.62	
2008 BOND FUND		\$130.78
MONEY MARKET	\$130.78	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$1,116,308.08
MONEY MARKET	\$1,116,308.08	
TOTAL MONIES		\$24,805,670.98

RESPECTFULLY SUBMITTED THIS 30TH DAY OF APRIL, 2014



TIM HALIK, VILLAGE ADMINISTRATOR

FRANK A. TRILLA, MAYOR

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

RUN: 09/12/14 10:23AM

DETAILED SUMMARY OF FUNDS AS OF APRIL 30, 2014

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FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$4,088,410.57
AS PER SUMMARY, APRIL, 2014	\$4,083,399.14	
DUE TO/FROM WATER FUND	5,006.67	
DUE TO/FROM HOTEL/MOTEL TAX FUND	4.76	
	\$4,088,410.57	
WATER FUND		\$294,764.58
AS PER SUMMARY, APRIL, 2014	\$299,771.25	
DUE TO/FROM GENERAL FUND	-5,006.67	
	\$294,764.58	
HOTEL/MOTEL TAX FUND		\$20,409.24
AS PER SUMMARY, APRIL, 2014	\$20,414.00	
DUE TO/FROM GENERAL FUND	-4.76	
	\$20,409.24	
MOTOR FUEL TAX FUND		\$340,386.96
AS PER SUMMARY, APRIL, 2014	\$340,386.96	
T I F SPECIAL REVENUE FUND		\$155,804.11
AS PER SUMMARY, APRIL, 2014	\$155,804.11	
SSA ONE BOND & INTEREST FUND		\$359.05
AS PER SUMMARY, APRIL, 2014	\$359.05	
POLICE PENSION FUND		\$18,068,979.87
AS PER SUMMARY, APRIL, 2014	\$18,068,979.87	
SSA ONE PROJECT FUND		\$44.82
AS PER SUMMARY, APRIL, 2014	\$44.82	
WATER CAPITAL IMPROVEMENTS FUND		\$618,792.30
AS PER SUMMARY, APRIL, 2014	\$618,792.30	
CAPITAL PROJECT FUND		\$101,280.62
AS PER SUMMARY, APRIL, 2014	\$101,280.62	
2008 BOND FUND		\$130.78
AS PER SUMMARY, APRIL, 2014	\$130.78	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$1,116,308.08
AS PER SUMMARY, APRIL, 2014	\$1,116,308.08	
TOTAL MONIES		\$24,805,670.98

\$681,113.69 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF APRIL 30, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
GENERAL CORPORATE FUND								
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	15,150.13	MM	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,322.78	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	82,761.04	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,949,546.10	MM	N/A
01-120-154		IMET	POOLED INVEST		0.06%	703,212.58	MM	N/A
01-120-155		IMET	20321-101		0.33%	170,247.94	MM	N/A
			TOTAL MONEY MARKET			\$3,221,240.57		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			198,242.76	MV	N/A
			TOTAL MARKET VALUE			\$198,242.76		
01-110-913		POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
			TOTAL PETTY CASH			\$1,230.00		
01-110-332		COMMUNITY BANK OF WB	SAVINGS			9,593.76	SV	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			640,715.15	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	3,276.90	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			9,100.00	SV	N/A
			TOTAL SAVINGS			\$662,685.81		
			TOTAL GENERAL CORPORATE FUND			\$4,083,399.14		
			AVERAGE ANNUAL YIELD			0.06%		
WATER FUND								
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	295,852.19	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.06	MM	N/A
			TOTAL MONEY MARKET			\$299,771.25		
			TOTAL WATER FUND			\$299,771.25		
			AVERAGE ANNUAL YIELD			0.25%		
HOTEL/MOTEL TAX FUND								
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	20,414.00	MM	N/A
			TOTAL MONEY MARKET			\$20,414.00		
			TOTAL HOTEL/MOTEL TAX FUND			\$20,414.00		
			AVERAGE ANNUAL YIELD			0.01%		
MOTOR FUEL TAX FUND								
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	340,386.96	MM	N/A
			TOTAL MONEY MARKET			\$340,386.96		
			TOTAL MOTOR FUEL TAX FUND			\$340,386.96		
			AVERAGE ANNUAL YIELD			0.01%		

VILLAGE OF WILLOWBROOK

RUN: 09/12/14 10:23AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF APRIL 30, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
T I F SPECIAL REVENUE FUND								
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	155,804.11	MM	N/A
			TOTAL MONEY MARKET			\$155,804.11		
			TOTAL T I F SPECIAL REVENUE FUND			\$155,804.11		
			AVERAGE ANNUAL YIELD		0.01%			
SSA ONE BOND & INTEREST FUND								
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	359.05	MM	N/A
			TOTAL MONEY MARKET			\$359.05		
			TOTAL SSA ONE BOND & INTEREST FUND			\$359.05		
			AVERAGE ANNUAL YIELD		0.01%			
POLICE PENSION FUND								
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	810.28	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	10,334.42	AC	12/18/2018
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	17,317.49	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	103,813.75	AC	12/16/2019
07-120-318		MBFINANCIAL BANK	FHLB		4.63%	170,937.00	AC	09/11/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-322		MBFINANCIAL BANK	FFCB		5.13%	114,603.00	AC	11/28/2022
07-120-308		MBFINANCIAL BANK	FHLB		5.25%	128,059.80	AC	12/09/2022
07-120-314		MBFINANCIAL BANK	FHLB		5.25%	58,896.00	AC	12/09/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	249.71	AC	07/20/2024
07-120-401		MBFINANCIAL BANK	FHLB		4.10%	280,579.20	AC	08/15/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	9,052.25	AC	08/20/2028
			TOTAL AGENCY CERTIFICATES			\$3,025,965.35		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF APRIL 30, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,006,604.05	CB	N/A
			TOTAL CORPORATE BONDS			\$3,006,604.05		
07-120-289		MBFINANCIAL BANK	EQUITIES			2,549,816.72	EQ	N/A
			TOTAL EQUITIES			\$2,549,816.72		
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/15/2016
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-350		MBFINANCIAL BANK	LAKE & MCHENRY		5.25%	112,743.00	MB	01/01/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
			TOTAL MUNICIPAL BONDS			\$779,349.10		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			6,076,981.37	MF	N/A
			TOTAL MUTUAL FUNDS			\$6,076,981.37		
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	41,183.73	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	327,840.67	MM	N/A
			TOTAL MONEY MARKET			\$369,024.40		
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,068,168.34	MV	N/A
			TOTAL MARKET VALUE			\$2,068,168.34		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
			TOTAL TREASURY NOTES			\$193,070.54		
			TOTAL POLICE PENSION FUND			\$18,068,979.87		
			AVERAGE ANNUAL YIELD			4.35%		
SSA ONE PROJECT FUND								
08-110-323		IMET	MONEY MARKET		0.33%	44.82	MM	N/A
			TOTAL MONEY MARKET			\$44.82		
			TOTAL SSA ONE PROJECT FUND			\$44.82		
			AVERAGE ANNUAL YIELD			0.33%		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF APRIL 30, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
WATER CAPITAL IMPROVEMENTS FUND								
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	618,792.30	MM	N/A
			TOTAL MONEY MARKET			\$618,792.30		
		TOTAL WATER CAPITAL IMPROVEMENTS FUND					\$618,792.30	
			AVERAGE ANNUAL YIELD			0.03%		
CAPITAL PROJECT FUND								
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	101,242.54	MM	N/A
10-110-325		IMET	MONEY MARKET		0.33%	38.08	MM	N/A
			TOTAL MONEY MARKET			\$101,280.62		
		TOTAL CAPITAL PROJECT FUND					\$101,280.62	
			AVERAGE ANNUAL YIELD			0.01%		
2008 BOND FUND								
11-120-155		IMET	MONEY MARKET		0.06%	82.69	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	48.09	MM	N/A
			TOTAL MONEY MARKET			\$130.78		
		TOTAL 2008 BOND FUND					\$130.78	
			AVERAGE ANNUAL YIELD			0.16%		
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND								
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,116,308.08	MM	N/A
			TOTAL MONEY MARKET			\$1,116,308.08		
		TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND					\$1,116,308.08	
			AVERAGE ANNUAL YIELD			0.01%		

GRAND TOTAL INVESTED \$24,805,670.98

INVESTMENT TYPES

AC	AGENCY CERTIFICATES	MF	MUTUAL FUNDS
CB	CORPORATE BONDS	MM	MONEY MARKET
CD	CERTIFICATE OF DEPOSIT	MV	MARKET VALUE
CK	CHECKING	PC	PETTY CASH
EQ	EQUITIES	SV	SAVINGS
MB	MUNICIPAL BONDS	TN	TREASURY NOTES

VILLAGE OF WILLOWBROOK
INVESTMENTS BY FUND (SUMMARY) APRIL 30, 2014

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FUND	INVESTMENTS
GENERAL CORPORATE FUND	4,083,399.14
WATER FUND	299,771.25
HOTEL/MOTEL TAX FUND	20,414.00
MOTOR FUEL TAX FUND	340,386.96
T I F SPECIAL REVENUE FUND	155,804.11
SSA ONE BOND & INTEREST FUND	359.05
POLICE PENSION FUND	18,068,979.87
SSA ONE PROJECT FUND	44.82
WATER CAPITAL IMPROVEMENTS FUND	618,792.30
CAPITAL PROJECT FUND	101,280.62
2008 BOND FUND	130.78
LAND FUND	1,116,308.08
TOTAL INVESTED (ALL FUNDS):	\$24,805,670.98

VILLAGE OF WILLOWBROOK
 INVESTMENTS BY TYPE (SUMMARY) APRIL 30, 2014

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TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	3,025,965.35	4.84 %		3,025,965.35
CORPORATE BONDS			3,006,604.05	3,006,604.05
EQUITIES			2,549,816.72	2,549,816.72
MUNICIPAL BONDS	779,349.10	5.01 %		779,349.10
MUTUAL FUNDS			6,076,981.37	6,076,981.37
MONEY MARKET	6,243,556.94	0.06 %		6,243,556.94
MARKET VALUE			2,266,411.10	2,266,411.10
PETTY CASH			1,230.00	1,230.00
SAVINGS	3,276.90	0.25 %	659,408.91	662,685.81
TREASURY NOTES	193,070.54	2.04 %		193,070.54
TOTAL ALL FUNDS	\$10,245,218.83		\$14,560,452.15	\$24,805,670.98

VILLAGE OF WILLOWBROOK

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INVESTMENT SUMMARY BY INSTITUTION AS OF APRIL 30, 2014

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INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	1,347,671.95	41,183.73	1,388,855.68
ILLINOIS FUNDS	4,306,772.20		4,306,772.20
IMET	873,674.20		873,674.20
IMET MARKET VALUE CONTRA	198,242.76	2,068,168.34	2,266,411.10
MBFINANCIAL BANK		15,959,627.80	15,959,627.80
POLICE CADETS	280.00		280.00
U.S. BANK	9,100.00		9,100.00
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$6,736,691.11	\$18,068,979.87	\$24,805,670.98

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY INSTITUTION AS OF APRIL 30, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,322.78	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	15,150.13	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	82,761.04	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	295,852.19	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	41,183.73	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			640,715.15	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			9,593.76	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	3,276.90	SV	N/A
TOTAL INVESTED						\$1,388,855.68		
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,949,546.10	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.06	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	20,414.00	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	340,386.96	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	155,804.11	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	359.05	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	618,792.30	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	101,242.54	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,116,308.08	MM	N/A
TOTAL INVESTED						\$4,306,772.20		
01-120-154		IMET	POOLED INVEST		0.06%	703,212.58	MM	N/A
01-120-155		IMET	20321-101		0.33%	170,247.94	MM	N/A
08-110-323		IMET	MONEY MARKET		0.33%	44.82	MM	N/A
10-110-325		IMET	MONEY MARKET		0.33%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	48.09	MM	N/A
11-120-155		IMET	MONEY MARKET		0.06%	82.69	MM	N/A
TOTAL INVESTED						\$873,674.20		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			198,242.76	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,068,168.34	MV	N/A
TOTAL INVESTED						\$2,266,411.10		
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,006,604.05	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			2,549,816.72	EQ	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			6,076,981.37	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	327,840.67	MM	N/A
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	810.28	AC	02/01/2016

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY INSTITUTION AS OF APRIL 30, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-350		MBFINANCIAL BANK	LAKE & MCHENRY		5.25%	112,743.00	MB	01/01/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	10,334.42	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	17,317.49	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	103,813.75	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-318		MBFINANCIAL BANK	FHLB		4.63%	170,937.00	AC	09/11/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-322		MBFINANCIAL BANK	FFCB		5.13%	114,603.00	AC	11/28/2022
07-120-308		MBFINANCIAL BANK	FHLB		5.25%	128,059.80	AC	12/09/2022
07-120-314		MBFINANCIAL BANK	FHLB		5.25%	58,896.00	AC	12/09/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	249.71	AC	07/20/2024
07-120-401		MBFINANCIAL BANK	FHLB		4.10%	280,579.20	AC	08/15/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	9,052.25	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$15,959,627.80		
01-110-913		POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-335		U.S. BANK	LOCKBOX			9,100.00	SV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$24,805,670.98		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY TYPE AND MATURITY DATE AS OF APRIL 30, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	810.28	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	10,334.42	AC	12/18/2018
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	17,317.49	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	103,813.75	AC	12/16/2019
07-120-318		MBFINANCIAL BANK	FHLB		4.63%	170,937.00	AC	09/11/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-322		MBFINANCIAL BANK	FFCB		5.13%	114,603.00	AC	11/28/2022
07-120-308		MBFINANCIAL BANK	FHLB		5.25%	128,059.80	AC	12/09/2022
07-120-314		MBFINANCIAL BANK	FHLB		5.25%	58,896.00	AC	12/09/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	249.71	AC	07/20/2024
07-120-401		MBFINANCIAL BANK	FHLB		4.10%	280,579.20	AC	08/15/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	9,052.25	AC	08/20/2028
		TOTAL INVESTED				\$3,025,965.35		
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,006,604.05	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			2,549,816.72	EQ	N/A
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-350		MBFINANCIAL BANK	LAKE & MCHENRY		5.25%	112,743.00	MB	01/01/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY TYPE AND MATURITY DATE AS OF APRIL 30, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$779,349.10		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			6,076,981.37	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,322.78	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	15,150.13	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	82,761.04	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	295,852.19	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	41,183.73	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,949,546.10	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.06	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	20,414.00	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	340,386.96	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	155,804.11	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	359.05	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	618,792.30	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	101,242.54	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,116,308.08	MM	N/A
01-120-154		IMET	POOLED INVEST		0.06%	703,212.58	MM	N/A
01-120-155		IMET	20321-101		0.33%	170,247.94	MM	N/A
08-110-323		IMET	MONEY MARKET		0.33%	44.82	MM	N/A
10-110-325		IMET	MONEY MARKET		0.33%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	48.09	MM	N/A
11-120-155		IMET	MONEY MARKET		0.06%	82.69	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	327,840.67	MM	N/A
		TOTAL INVESTED				\$6,243,556.94		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			198,242.76	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,068,168.34	MV	N/A
		TOTAL INVESTED				\$2,266,411.10		
01-110-913		POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		TOTAL INVESTED				\$1,230.00		
01-110-257		COMMUNITY BANK OF WB	SAVINGS			640,715.15	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			9,593.76	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	3,276.90	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			9,100.00	SV	N/A
		TOTAL INVESTED				\$662,685.81		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
		TOTAL INVESTED				\$193,070.54		
		GRAND TOTAL INVESTED				\$24,805,670.98		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF APRIL 30, 2014

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-288	MBFINANCIAL BANK	CORP BONDS			3,006,604.05	CB	N/A
07-120-289	MBFINANCIAL BANK	EQUITIES			2,549,816.72	EQ	N/A
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			6,076,981.37	MF	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,322.78	MM	N/A
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.10%	15,150.13	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	82,761.04	MM	N/A
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	295,852.19	MM	N/A
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		0.15%	41,183.73	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	1,949,546.10	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.06	MM	N/A
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	20,414.00	MM	N/A
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	340,386.96	MM	N/A
05-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	155,804.11	MM	N/A
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	359.05	MM	N/A
09-110-322	ILLINOIS FUNDS	MONEY MARKET		0.03%	618,792.30	MM	N/A
10-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	101,242.54	MM	N/A
14-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	1,116,308.08	MM	N/A
01-120-154	IMET	POOLED INVEST		0.06%	703,212.58	MM	N/A
01-120-155	IMET	20321-101		0.33%	170,247.94	MM	N/A
08-110-323	IMET	MONEY MARKET		0.33%	44.82	MM	N/A
10-110-325	IMET	MONEY MARKET		0.33%	38.08	MM	N/A
11-110-323	IMET	MONEY MARKET		0.33%	48.09	MM	N/A
11-120-155	IMET	MONEY MARKET		0.06%	82.69	MM	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		0.15%	327,840.67	MM	N/A
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			198,242.76	MV	N/A
07-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			2,068,168.34	MV	N/A
01-110-913	POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257	COMMUNITY BANK OF WB	SAVINGS			640,715.15	SV	N/A
01-110-332	COMMUNITY BANK OF WB	SAVINGS			9,593.76	SV	N/A
01-110-385	COMMUNITY BANK OF WB	SAVINGS		0.25%	3,276.90	SV	N/A
01-110-335	U.S. BANK	LOCKBOX			9,100.00	SV	N/A
07-120-380	MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356	MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392	MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394	MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419	MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374	MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413	MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414	MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363	MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410	MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402	MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298	MBFINANCIAL BANK	FNCT		7.00%	810.28	AC	02/01/2016
07-120-409	MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421	MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434	MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433	MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415	MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-350		MBFINANCIAL BANK	LAKE & MCHENRY		5.25%	112,743.00	MB	01/01/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	10,334.42	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	17,317.49	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	103,813.75	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-318		MBFINANCIAL BANK	FHLB		4.63%	170,937.00	AC	09/11/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-322		MBFINANCIAL BANK	FFCB		5.13%	114,603.00	AC	11/28/2022
07-120-308		MBFINANCIAL BANK	FHLB		5.25%	128,059.80	AC	12/09/2022
07-120-314		MBFINANCIAL BANK	FHLB		5.25%	58,896.00	AC	12/09/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	249.71	AC	07/20/2024
07-120-401		MBFINANCIAL BANK	FHLB		4.10%	280,579.20	AC	08/15/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	9,052.25	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
TOTAL INVESTED						\$24,805,670.98		
GRAND TOTAL INVESTED						\$24,805,670.98		

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR APRIL, 2014

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	179.01	167,246.71	160,908.00	103.94	-6,338.71
01-1110	Other Taxes	509,545.15	6,343,396.79	5,993,388.00	105.84	-350,008.79
01-1120	Licenses	1,450.00	149,448.84	95,270.00	156.87	-54,178.84
01-1130	Permits	29,118.69	269,566.86	154,400.00	174.59	-115,166.86
01-1140	Fines	62,916.77	937,079.54	685,000.00	136.80	-252,079.54
01-1150	Transfers-Other Funds	34,504.83	448,403.96	448,404.00	100.00	0.04
01-1160	Charges & Fees	5,528.73	39,960.21	39,500.00	101.17	-460.21
01-1170	Park & Recreation Revenue	9,983.67	83,771.90	59,057.00	141.85	-24,714.90
01-1180	Other Revenue	9,039.77	387,720.89	309,052.00	125.45	-78,668.89
**TOTAL	Operating Revenue	662,266.62	8,826,595.70	7,944,979.00	111.10	-881,616.70
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	533.69	3,471.01	1,000.00	347.10	-2,471.01
**TOTAL	Non-Operating Revenue	533.69	3,471.01	1,000.00	347.10	-2,471.01
***TOTAL	GENERAL CORPORATE FUND	662,800.31	8,830,066.71	7,945,979.00	111.13	-884,087.71

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR APRIL, 2014

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	408,786.64	2,972,958.79	2,908,538.00	102.21	-64,420.79
**TOTAL	Operating Revenue	408,786.64	2,972,958.79	2,908,538.00	102.21	-64,420.79
<u>Non-Operating Revenue</u>						
02-3100	Other Income	174.52	960.41	1,000.00	96.04	39.59
02-3200	Charges & Fees	600.00	5,200.00	1,500.00	346.67	-3,700.00
**TOTAL	Non-Operating Revenue	774.52	6,160.41	2,500.00	246.42	-3,660.41
***TOTAL	WATER FUND	409,561.16	2,979,119.20	2,911,038.00	102.34	-68,081.20
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	-243.56	53,279.29	64,386.00	82.75	11,106.71
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	-243.56	53,279.29	64,386.00	82.75	11,106.71
<u>Non-Operating Revenue</u>						
03-3100	Other Income	0.38	3.26	15.00	21.73	11.74
**TOTAL	Non-Operating Revenue	0.38	3.26	15.00	21.73	11.74
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	-243.18	53,282.55	64,401.00	82.74	11,118.45
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	14,694.30	249,774.86	205,814.00	121.36	-43,960.86
**TOTAL	Operating Revenue	14,694.30	249,774.86	205,814.00	121.36	-43,960.86
<u>Non-Operating Revenue</u>						
04-3100	Other Income	8.69	47.82	100.00	47.82	52.18
**TOTAL	Non-Operating Revenue	8.69	47.82	100.00	47.82	52.18
***TOTAL	MOTOR FUEL TAX FUND	14,702.99	249,822.68	205,914.00	121.32	-43,908.68

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR APRIL, 2014

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	0.00	806,039.47	801,228.00	100.60	-4,811.47
**TOTAL	Operating Revenue	0.00	806,039.47	801,228.00	100.60	-4,811.47
<u>Non-Operating Revenue</u>						
05-3100	Other Income	4.11	38.55	65.00	59.31	26.45
**TOTAL	Non-Operating Revenue	4.11	38.55	65.00	59.31	26.45
***TOTAL	T I F SPECIAL REVENUE FUND	4.11	806,078.02	801,293.00	100.60	-4,785.02
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	321,317.14	321,160.00	100.05	-157.14
**TOTAL	Operating Revenue	0.00	321,317.14	321,160.00	100.05	-157.14
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	0.00	6.94	0.00	0.00	-6.94
**TOTAL	Non-Operating Revenue	0.00	6.94	0.00	0.00	-6.94
***TOTAL	SSA ONE BOND FUND	0.00	321,324.08	321,160.00	100.05	-164.08
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	40,385.84	525,015.92	525,016.00	100.00	0.08
07-1180	Other Revenue	14,285.61	181,722.48	172,004.00	105.65	-9,718.48
**TOTAL	Operating Revenue	54,671.45	706,738.40	697,020.00	101.39	-9,718.40
<u>Non-Operating Revenue</u>						
07-3100	Other Income	173,011.22	1,470,700.81	400,000.00	367.68	-1,070,700.81
**TOTAL	Non-Operating Revenue	173,011.22	1,470,700.81	400,000.00	367.68	-1,070,700.81
***TOTAL	POLICE PENSION FUND	227,682.67	2,177,439.21	1,097,020.00	198.49	-1,080,419.21
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR APRIL, 2014

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
08-3000	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
***TOTAL	SSA ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00
<u>WATER CAPITAL IMPROVEMENTS FUND</u>						
<u>Operating Revenue</u>						
09-1000	Operating Revenue	87,500.00	175,000.00	175,000.00	100.00	0.00
**TOTAL	Operating Revenue	87,500.00	175,000.00	175,000.00	100.00	0.00
<u>Non-Operating Revenue</u>						
09-3000	Non-Operating Revenue	14.58	91.23	100.00	91.23	8.77
**TOTAL	Non-Operating Revenue	14.58	91.23	100.00	91.23	8.77
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	87,514.58	175,091.23	175,100.00	99.99	8.77
<u>CAPITAL PROJECT FUND</u>						
<u>UNKNOWN SUBJECT # 0000</u>						
10- 0	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
**TOTAL	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
<u>Operating Revenue</u>						
10-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
<u>Non-Operating Revenue</u>						
10-3000	Non-Operating Revenue	2.65	18.36	200.00	9.18	181.64
**TOTAL	Non-Operating Revenue	2.65	18.36	200.00	9.18	181.64
***TOTAL	CAPITAL PROJECT FUND	2.65	18.36	200.00	9.18	181.64
<u>2008 BOND FUND</u>						
<u>Operating Revenue</u>						
11-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR APRIL, 2014

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
11-3000	Non-Operating Revenue	0.96	160,602.59	160,556.00	100.03	-46.59
**TOTAL	Non-Operating Revenue	0.96	160,602.59	160,556.00	100.03	-46.59
***TOTAL	2008 BOND FUND	0.96	160,602.59	160,556.00	100.03	-46.59
<u>LAND - FACILITY EXPANSION & RENOVATION F</u>						
<u>Non-Operating Revenue</u>						
14-3000	Non-Operating Revenue	28.59	404.42	2,750.00	14.71	2,345.58
**TOTAL	Non-Operating Revenue	28.59	404.42	2,750.00	14.71	2,345.58
***TOTAL	LAND - FACILITY EXPANSION & RENOVATI	28.59	404.42	2,750.00	14.71	2,345.58
<u>FUND SUMMARY</u>						
1	GENERAL CORPORATE	662,800.31	8,830,066.71	7,945,979.00	111.13	-884,087.71
2	WATER	409,561.16	2,979,119.20	2,911,038.00	102.34	-68,081.20
3	HOTEL/MOTEL TAX	-243.18	53,282.55	64,401.00	82.74	11,118.45
4	MOTOR FUEL TAX	14,702.99	249,822.68	205,914.00	121.32	-43,908.68
5	T I F SPECIAL REVENUE	4.11	806,078.02	801,293.00	100.60	-4,785.02
6	SSA ONE BOND & INTEREST	0.00	321,324.08	321,160.00	100.05	-164.08
7	POLICE PENSION	227,682.67	2,177,439.21	1,097,020.00	198.49	-1,080,419.21
9	WATER CAPITAL IMPROVEMENTS	87,514.58	175,091.23	175,100.00	99.99	8.77
10	CAPITAL PROJECT	2.65	18.36	200.00	9.18	181.64
11	2008 BOND	0.96	160,602.59	160,556.00	100.03	-46.59
14	LAND ACQUISITION, FACILITY EXPANSION	28.59	404.42	2,750.00	14.71	2,345.58
	TOTALS ALL FUNDS	1,402,054.84	15,753,249.05	13,685,411.00	115.11	-2,067,838.05

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR APRIL, 2014
GENERAL CORPORATE FUND

PRCT. OF YR: 100
RUN: 09/12/14 10:10AM

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ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD & CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	4,041.73	57,462.48	97.76	58,777.00	1,314.52	48.88	117,554.20
01-05-420-3	COMMUNITY RELATIONS	0.00	89.75	17.95	500.00	410.25	8.98	1,000.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	4,615.04	0.00	0.00	-4,615.04	0.00	0.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	4,041.73	62,167.27	104.88	59,277.00	-2,890.27	52.44	118,554.20
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	29.24	845.90	6.41	13,200.00	12,354.10	3.20	26,400.00
01-07-440-5	OTHER	0.00	9,062.00	86.30	10,500.00	1,438.00	43.15	21,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	29.24	9,907.90	41.81	23,700.00	13,792.10	20.90	47,400.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	40,097.40	799,752.83	112.45	711,234.00	-88,518.83	56.22	1,422,468.35
01-10-460-3	DATA PROCESSING	118.94	5,330.11	97.80	5,450.00	119.89	48.90	10,900.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	4,798.37	75,645.57	138.59	54,582.00	-21,063.57	69.30	109,164.00
01-10-470-2	LEGAL SERVICES	16,055.12	80,164.72	50.10	160,000.00	79,835.28	25.05	320,000.00
01-10-471-2	FINANCIAL AUDIT	2,600.00	4,350.00	64.44	6,750.00	2,400.00	32.22	13,500.00
01-10-475-3	COMMUNITY RELATIONS	1,597.95	5,454.10	51.44	10,602.00	5,147.90	25.72	21,204.00
01-10-480-2	RISK MANAGEMENT	6,418.37	218,658.53	90.84	240,695.00	22,036.47	45.42	481,390.00
01-10-485-6	CAPITAL IMPROVEMENTS	52,541.95	97,586.33	67.23	145,162.00	47,575.67	33.61	290,324.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	124,228.10	1,286,942.19	96.44	1,334,475.00	47,532.81	48.22	2,668,950.35
<u>PLANNING & ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	4,941.90	45,491.95	89.20	51,000.00	5,508.05	44.60	101,999.31
01-15-515-4	DATA PROCESSING	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-520-2	ENGINEERING	19,986.45	73,287.18	96.49	75,950.00	2,662.82	48.25	151,900.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	496.37	99.87	497.00	0.63	49.94	994.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	24,928.35	119,275.50	90.06	132,447.00	13,171.50	45.03	264,893.31
<u>PARKS & RECREATION DEPT</u>								
01-20-550-3	ADMINISTRATION	4,933.71	57,231.23	114.17	50,127.00	-7,104.23	57.09	100,254.75
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	173.00	43.25	400.00	227.00	21.63	800.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	5,832.00	52,570.01	65.41	80,375.00	27,804.99	32.70	160,750.00
01-20-570-4	MAINTENANCE	20,203.78	68,650.95	150.89	45,496.00	-23,154.95	75.45	90,992.00
01-20-575-5	SUMMER PROGRAM	922.77	19,487.02	88.76	21,955.00	2,467.98	44.38	43,910.00
01-20-580-5	FALL PROGRAM	0.00	12,617.65	117.89	10,703.00	-1,914.65	58.94	21,406.00
01-20-585-5	WINTER PROGRAM	254.14	32,550.93	136.16	23,906.00	-8,644.93	68.08	47,812.00
01-20-586-1	SPRING PROGRAM	82.50	82.50	0.00	0.00	-82.50	0.00	0.00
01-20-590-5	SPECIAL RECREATION SERVICES	0.00	57,296.45	74.89	76,508.00	19,211.55	37.44	153,016.00
01-20-595-6	CAPITAL IMPROVEMENTS	1,960.00	3,730.91	1,127.16	331.00	-3,399.91	563.58	662.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	34,188.90	304,390.65	97.47	312,301.00	7,910.35	48.73	624,602.75
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	7,659.36	122,108.47	91.30	133,745.00	11,636.53	45.65	267,489.28

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	755,405.74	7,983,001.60	99.80	7,999,142.00	16,140.40	49.90	15,998,285.67

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 WATER FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER DEPARTMENT</u>								
02-50-401-4	ADMINISTRATION	16,477.54	313,058.58	109.87	284,943.00	-28,115.58	54.93	569,886.08
02-50-405-2	ENGINEERING	2,600.00	2,600.00	100.97	2,575.00	-25.00	50.49	5,150.00
02-50-410-5	INTERFUND TRANSFERS	122,004.83	640,435.96	100.00	640,436.00	0.04	50.00	1,280,872.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02-50-417-4	EDP	0.00	32,644.14	105.38	30,977.00	-1,667.14	52.69	61,954.00
02-50-420-5	WATER PRODUCTION	247,185.76	1,444,996.36	106.28	1,359,654.00	-85,342.36	53.14	2,719,308.00
02-50-425-4	WATER STORAGE	3,732.02	15,307.06	214.41	7,139.00	-8,168.06	107.21	14,278.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	19,087.07	215,959.71	278.57	77,525.00	-138,434.71	139.28	155,050.00
02-50-435-4	METERS & BILLING	4,502.44	15,323.65	136.09	11,260.00	-4,063.65	68.04	22,520.00
02-50-440-7	CAPITAL IMPROVEMENTS	-26,432.37	11,290.38	14.38	78,500.00	67,209.62	7.19	157,000.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	211,002.60	211,002.60	0.00	0.00	-211,002.60	0.00	0.00
**TOTAL	WATER DEPARTMENT	600,159.89	2,902,618.44	116.43	2,493,009.00	-409,609.44	58.22	4,986,018.08
***TOTAL	WATER FUND	600,159.89	2,902,618.44	116.43	2,493,009.00	-409,609.44	58.22	4,986,018.08

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 HOTEL/MOTEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	-1,107.02	10,747.54	83.30	12,902.00	2,154.46	41.65	25,804.60
03-53-435-3	PUBLIC RELATIONS & PROMOTION	-4,323.51	41,841.74	94.45	44,300.00	2,458.26	47.23	88,600.00
03-53-436-3	SPECIAL EVENTS	0.00	1,272.81	28.28	4,500.00	3,227.19	14.14	9,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	-5,430.53	53,862.09	87.29	61,702.00	7,839.91	43.65	123,404.60
***TOTAL	HOTEL/MOTEL TAX FUND	-5,430.53	53,862.09	87.29	61,702.00	7,839.91	43.65	123,404.60

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 MOTOR FUEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	0.00	132,479.60	54.74	242,000.00	109,520.40	27.37	484,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	0.00	132,479.60	54.74	242,000.00	109,520.40	27.37	484,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	132,479.60	54.74	242,000.00	109,520.40	27.37	484,000.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 T I F SPECIAL REVENUE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	758.00	23,935.88	84.69	28,264.00	4,328.12	42.34	56,528.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	647,154.02	99.98	647,262.00	107.98	49.99	1,294,524.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	1,000.00	1,000.00	0.00	2,000.00
***TOTAL	T I F SPECIAL REVENUE FUND	758.00	671,089.90	99.20	676,526.00	5,436.10	49.60	1,353,052.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 SSA ONE BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>SSA BOND</u>							
06-60-550-4	DEBT SERVICE	0.00	321,160.00	100.00	321,160.00	0.00	50.00	642,320.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	321,160.00	100.00	321,160.00	0.00	50.00	642,320.00
***TOTAL	SSA ONE BOND FUND	0.00	321,160.00	100.00	321,160.00	0.00	50.00	642,320.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR APRIL, 2014
POLICE PENSION FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	62,907.42	746,790.16	102.18	730,834.00	-15,956.16	51.09	1,461,667.00
***TOTAL	POLICE PENSION FUND	62,907.42	746,790.16	102.18	730,834.00	-15,956.16	51.09	1,461,667.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 WATER CAPITAL IMPROVEMENTS FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER CAPITAL IMPROVEMENTS</u>							
09-65-405-2	WATER CAPITAL IMPROV FUND	0.00	12,100.00	100.83	12,000.00	-100.00	50.42	24,000.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-440-6	CAPITAL IMPROVEMENTS	0.00	19,049.88	52.92	36,000.00	16,950.12	26.46	72,000.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	0.00	31,149.88	64.90	48,000.00	16,850.12	32.45	96,000.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	31,149.88	64.90	48,000.00	16,850.12	32.45	96,000.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 CAPITAL PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>CAPITAL PROJECTS</u>								
10-68-430-5	CAPITAL PROJECTS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	428.00	95.11	450.00	22.00	47.56	900.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	0.00	428.00	95.11	450.00	22.00	47.56	900.00
***TOTAL	CAPITAL PROJECT FUND	0.00	428.00	95.11	450.00	22.00	47.56	900.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 2008 BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
***TOTAL	2008 BOND FUND	0.00	160,556.26	100.00	160,556.00	-0.26	50.00	321,112.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR APRIL, 2014
 LAND - FACILITY EXPANSION & RENOVATION F

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
14-75-910-4	OTHER EXPENDITURES	0.00	1,813,819.00	69.95	2,593,187.00	779,368.00	34.97	5,186,374.00
14-75-920-2	OTHER	4,385.50	18,205.22	36.41	50,000.00	31,794.78	18.21	100,000.00
14-75-930-4	LAND & FACILITY	41,891.81	258,787.05	51.76	500,000.00	241,212.95	25.88	1,000,000.00
14-75-940-5	TRANSFERS	0.00	25,000.00	100.00	25,000.00	0.00	50.00	50,000.00
***TOTAL	LAND - FACILITY EXPANSION & RENOVATION F	46,277.31	2,115,811.27	66.78	3,168,187.00	1,052,375.73	33.39	6,336,374.00
<u>FUND SUMMARY</u>								
1	GENERAL CORPORATE	755,405.74	7,983,001.60	99.80	7,999,142.00	16,140.40	49.90	15,998,285.67
2	WATER	600,159.89	2,902,618.44	116.43	2,493,009.00	-409,609.44	58.22	4,986,018.08
3	HOTEL/MOTEL TAX	-5,430.53	53,862.09	87.29	61,702.00	7,839.91	43.65	123,404.60
4	MOTOR FUEL TAX	0.00	132,479.60	54.74	242,000.00	109,520.40	27.37	484,000.00
5	T I F SPECIAL REVENUE	758.00	671,089.90	99.20	676,526.00	5,436.10	49.60	1,353,052.00
6	SSA ONE BOND & INTEREST	0.00	321,160.00	100.00	321,160.00	0.00	50.00	642,320.00
7	POLICE PENSION	62,907.42	746,790.16	102.18	730,834.00	-15,956.16	51.09	1,461,667.00
9	WATER CAPITAL IMPROVEMENTS	0.00	31,149.88	64.90	48,000.00	16,850.12	32.45	96,000.00
10	CAPITAL PROJECT	0.00	428.00	95.11	450.00	22.00	47.56	900.00
11	2008 BOND	0.00	160,556.26	100.00	160,556.00	-0.26	50.00	321,112.00
14	LAND ACQUISITION, FACILITY EXPANSION & RENO	46,277.31	2,115,811.27	66.78	3,168,187.00	1,052,375.73	33.39	6,336,374.00
	TOTALS ALL FUNDS	1460077.83	15,118,947.20	95.08	15,901,566.00	782,618.80	47.54	31,803,133.35

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE
VILLAGE OF WILLOWBROOK -- TITLE 1, CHAPTER 5, SECTION 1-5-3(D)(4) –
MEETINGS; PUBLIC COMMENT

AGENDA NO.

5e

AGENDA DATE: 9/22/14

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE:



LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:



RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The Village received the attached correspondence from Attorney Thomas Bastian regarding a recently issued binding opinion from the Public Access Counselor. This opinion applies to all persons permitted an opportunity to address public officials under public speaking rules established by the public body. The issue decided is whether a public body could require a person desiring to address the Board to state their home address. In summary, it is the recommendation of the Village Attorney that to comply with Section 2.06(g) of the Open Meetings Act as opined in the Public Access Counselor's opinion, speakers should not be required to provide their address. This will apply to all public meetings held by the Village.

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

As a result of the Public Access Counselor's recent opinion and associated recommendation by the Village Attorney, it will be necessary to change our current public speaking policy and amend the Village Code accordingly. As such, our "Public Meeting Speaking Rules" and "Request to Speak Form" (copies attached) have been changed to reflect the option of providing an address (i.e., no longer required). In addition, Section 1-5-3:(D)(4) of the Village Code, which currently requires an address be provided prior to any comments made, was also amended to make providing that information optional. These proposed changes have been reviewed by the Village Attorney and have been accepted for purposes of complying with the recent opinion.

ACTION PROPOSED:

Pass the Ordinance.

LAW OFFICES
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9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

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September 11, 2014



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RICHARD F. PELLEGRINO
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OF COUNSEL

IN REPLY REFER TO FILE NO.

WBRK-1

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

***Re: Information Required of Speakers Wishing to Provide Public Comment –
Public Access Opinion 14-009***

Dear Mr. Halik,

On September 4, 2014, the Public Access Counselor issued a binding opinion regarding Section 2.06(g) of the Open Meetings Act (5 ILCS 120/2.06(g)). Section 2.06(g) of Open Meetings Act provides:

Any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body.

The issue decided by this Public Access Counselor opinion was whether the Lemont board of trustees (“Board”) could require persons desiring to address the Board to state their home address. The Lemont ordinance concerning public participation did not require persons desiring to address the Board to state their home address; however, it was the custom and practice of the Board to require persons desiring to address the Board to state their home address. The Public Access Counselor concluded that the custom and practice of the Board to require persons desiring to address the Board to state their home address violated Section 2.06(g) of Open Meetings Act. The Public Access Counselor further opined that even if the Board had established and recorded a rule requiring speakers to provide their home addresses prior to speaking, such a rule would impermissibly exceed the scope of the rulemaking contemplated by section 2.06(g) of the Open Meetings Act.

In its opinion, the Public Access Counselor acknowledged that a public body may generally promulgate reasonable “time, place and manner” regulations which are necessary to

STORINO, RAMELLO & DURKIN

Mr. Tim Halik
September 11, 2014
Page 2

further a significant governmental interest and may promulgate rules to maintain decorum at public meetings to assure that the meetings can be efficiently conducted, such as prescribing time limits for public comment. The Board asserted that requiring individuals to state their addresses for the record prior to providing public comment allows for more accurate meeting minutes, permits the Board to determine whether the comments are raised by residents, and enables the Board to follow up on issues raised by members of the public. The Public Access Counselor acknowledged that it is understandable that a public body would seek to make sure it is keeping accurate minutes, hearing from residents and other interested parties, and responding effectively to concerns raised at public meetings. The Public Access Counselor acknowledged that there are reasonable arguments to support the fact that it is good policy to ask members of the public to provide their addresses when making public comments. However, the Public Access Counselor opined that rules governing public comment under section 2.06(g) of the Open Meetings Act must have as their primary purpose the accommodation of a speaker's statutory right to address the public body while ensuring that order and decorum are maintained at public meetings. The Public Access Counselor acknowledged that nothing prohibits a speaker from voluntarily providing his or her home address in response to the public body's request provided the requirement is a not a condition to the speaker's addressing the public body.

While it should be noted that Public Access Counselor opinions are only the Public Access Counselor's opinions of the law and are only binding upon the parties involved in the opinion, you should consider the impact of the opinion on current board procedures.

To comply with the requirements of Section 2.06(g) of the Open Meetings Act as opined in the Public Access Counselor's opinion, it is my recommendation that speakers at public meetings should not be required to provide their address. Enclosed for your review, please find a copy of this Public Access Counselor Opinion 14-009. Should you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

STORINO, RAMELLO & DURKIN

Thomas M. Bastian

TMB/dcs
Enclosure



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

September 4, 2014

PUBLIC ACCESS OPINION 14-009
(Request for Review 2014 PAC 29739)

OPEN MEETINGS ACT:
Information Required of
Speakers Wishing to
Provide Public Comment

Ms. Janet Hughes
1283 Abbey Oaks Drive
Lemont, Illinois 60439

The Honorable Brian K. Reaves
Mayor, Village of Lemont
418 Main Street
Lemont, Illinois 60439

RE: OMA Request for Review – 2014 PAC 29739

Dear Ms. Hughes and Mayor Reaves:

This is a binding opinion issued pursuant to section 3.5(e) of the Open Meetings Act (OMA) (5 ILCS 120/3.5(e) (West 2012)). For the following reasons, this office concludes that the Lemont Village Board (Board) violated OMA during the public comment portion of its April 14, 2014, regular meeting by requiring Ms. Janet Hughes to state her home address in order to address the Board.

BACKGROUND

On June 6, 2014, Ms. Hughes submitted a Request for Review alleging that the Board, acting through Mayor Brian Reaves and Village Attorney Jeff Stein, "pressured" and "forced" her to state her home address for the record prior to being permitted to provide public

Ms. Janet Hughes
The Honorable Brian K. Reaves
September 4, 2014
Page 2

comment during the Board's April 14, 2014, meeting.¹ In support of her allegation, Ms. Hughes appended an affidavit in which a witness stated, "[d]uring the public Board meeting, I witnessed Mayor Brian Reaves and Village Attorney Jeff Stein force Janet Hughes to state her home address for the record in order for her to participate during public comments."² The Public Access Bureau interpreted this Request for Review as an allegation that the Board violated section 2.06(g) of OMA (5 ILCS 120/2.06(g) (West 2012)), which provides that "[a]ny person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body[.]" by predicating Ms. Hughes' right to address the Board on the public disclosure of her home address.

On June 13, 2014, the Public Access Bureau sent a copy of Ms. Hughes' Request for Review to the Mayor and asked for a written response to the allegations, a copy of the Board's rules governing public comment, and the agenda and minutes of the April 14, 2014, Board meeting. In addition, if the Board had adopted a rule requiring an individual wishing to make a public comment at a Board meeting to publicly state his or her home address, the Public Access Bureau requested that the Board explain its rationale for such a rule. In the absence of such a rule, then the Public Access Bureau asked for an explanation for requiring Ms. Hughes to provide her home address at the April 14, 2014, meeting.³

Counsel for the Village, Mr. Andrew S. Paine, responded in a letter dated June 30, 2014. Mr. Paine furnished copies of the agenda and minutes from the April 14, 2014, meeting and a copy of the Village ordinance governing public comment at Board meetings. Mr. Paine explained that the Board "has a long standing custom and practice of asking any member of the public wishing to address the Board to provide his or her address."⁴ Mr. Paine also asserted that although Ms. Hughes initially declined the Mayor's request to state her home address for the record at the April 14, 2014, meeting, Ms. Hughes "provided her address by her own volition and not as a requirement to speak before the Board" and was "afforded the opportunity to address the

¹E-mail from Janet Hughes to Sarah Pratt, Public Access Counselor, Office of the Attorney General (June 6, 2014).

²Affidavit of Victor R. Fisher, ¶ 5 (June 5, 2014).

³Letter from Timothy O'Brien, Assistant Attorney General, Public Access Bureau, Office of the Attorney General, to Mayor Brian K. Reaves, Village of Lemont (June 13, 2014).

⁴Letter from Andrew S. Paine, Tressler LLP, to Timothy O'Brien, Assistant Attorney General, Public Access Bureau (June 30, 2014), at 2.

Ms. Janet Hughes
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Page 3

Mayor and the Board, an opportunity to which she took full advantage."⁵ Mr. Paine further stated that Ms. Hughes "ha[d] followed [the rules and customs] in the past without objection."⁶

On July 9, 2014, this office forwarded the Village's response to Ms. Hughes.⁷ On July 22, 2014, Ms. Hughes replied via e-mail and provided a video recording of the relevant portion of the April 14, 2014, meeting as an attachment in mp4 format. Ms. Hughes stated that Village Ordinance O-84-10 does not require a participant to provide a home address in order to publicly address the Board. Ms. Hughes also asserted that "customs and practices" do not constitute "rules" within the meaning of section 2.06(g) of OMA. Finally, Ms. Hughes reiterated that a person's home address is private information, and claimed that she does not recall publicly stating her address at prior public meetings.⁸ The Board's attorney was copied on Ms. Hughes' response.

ANALYSIS

This office has reviewed the video recording of the exchange among Ms. Hughes, Mayor Reaves, and Mr. Stein during the April 14, 2014, Board meeting. The video shows Mayor Reaves introducing the "audience participation" period by asking anyone who wished to participate to approach the podium and state his or her name and address for the record. Mayor Reaves also reminded the attendees to limit their comments to three minutes and to confine their comments to new areas.

Ms. Hughes approached the podium, stated her name, and said that she was a taxpayer from Lemont. At that point, Mayor Reaves stated, "I need your address, too[.]"⁹ Ms. Hughes provided the name of her street and the nearest intersection to her home, and then began her comments. The Mayor again stated that he needed her full address. Ms. Hughes attempted to continue her comments without providing her address, but Mayor Reaves said "I have been

⁵Letter from Andrew S. Paine, Tressler LLP, to Timothy O'Brien, Assistant Attorney General, Public Access Bureau (June 30, 2014), at 2.

⁶Letter from Andrew S. Paine, Tressler LLP, to Timothy O'Brien, Assistant Attorney General, Public Access Bureau (June 30, 2014), at 2.

⁷Letter from Timothy O'Brien, Assistant Attorney General, Public Access Bureau to Janet Hughes (July 9, 2014).

⁸Letter from Janet Hughes to Timothy O'Brien, Assistant Attorney General, Public Access [Counselor], Office of the Illinois Attorney General (July 22, 2014).

⁹Video Recording: Village of Lemont Village Board, Regular Meeting, April 14, 2014 (on file with the Public Access Bureau).

Ms. Janet Hughes
The Honorable Brian K. Reaves
September 4, 2014
Page 4

instructed by counsel that I need the exact address for public record for public conversations."¹⁰ Ms. Hughes responded that she was "not comfortable" providing her complete address.¹¹ Mayor Reeves then publicly sought the counsel of Mr. Stein. The audio portion of the off-camera remarks of Mr. Stein is not entirely clear. However, Mr. Stein can be heard stating that a person's refusal to provide an address would not bar an individual from providing comment, but that it is "helpful."¹² Mr. Stein also noted that if Ms. Hughes did not wish to provide her address, the Board should allow her to speak and "take it for what it is."¹³ Following this exchange, Ms. Hughes stated her home address and continued addressing the Board.

Prior to January 1, 2011, the OMA did not guarantee members of the public the right to address public bodies. Instead, any right to do so was derived from statutes governing specific governmental entities or policies adopted by them. Section 2.06(g) of OMA, which was added by Public Act 96-1473, effective January 1, 2011, now requires that all public bodies subject to the Act provide an opportunity for members of the public to address public officials at open meetings.

The right to address a public body is not without limits, however. To the contrary, section 2.06(g) expressly provides that public comment is subject to the "rules established and recorded by the public body." Although OMA does not specifically address the types of rules that a public body may adopt, public bodies may generally promulgate reasonable "time, place and manner" regulations which are necessary to further a significant governmental interest. *See, e.g., I.A. Rana Enterprises, Inc. v. City of Aurora*, 630 F. Supp. 2d 912, 922 (N.D. Ill. 2009) (examining whether the application of city council's rules for public comment violated plaintiffs' rights). "City Councils have legitimate reasons for having rules to maintain decorum at public meetings[]" and "to assure that the meetings can be efficiently conducted." *Timmon v. Wood*, 633 F. Supp. 2d 453, 465 (W.D. Mich. 2008). For example, a public body may prescribe time limits for public comment. *See Wright v. Anthony*, 733 F.2d 575, 577 (8th Cir. 1984) (finding that a time limit for speakers at a public hearing served a significant governmental interest in conserving time and in ensuring that others had an opportunity to speak, thus did not violate the speaker's first amendment rights).

¹⁰Video Recording: Village of Lemont Village Board, Regular Meeting, April 14, 2014 (on file with the Public Access Bureau).

¹¹Video Recording: Village of Lemont Village Board, Regular Meeting, April 14, 2014 (on file with the Public Access Bureau).

¹²Video Recording: Village of Lemont Village Board, Regular Meeting, April 14, 2014 (on file with the Public Access Bureau).

¹³Video Recording: Village of Lemont Village Board, Regular Meeting, April 14, 2014 (on file with the Public Access Bureau).

The Village's ordinance governing public comment provides:

Persons who wish to address the Board on any matter may request recognition prior to the meeting, or during Audience Participation, or if the matter relates to a specific agenda item, during the discussion of that item. The President will attempt to accommodate such requests to the extent practicable by directing that such requests shall be heard during Audience Participation or during debate on a specific agenda item. The President may in his discretion set a time limit for each person's address, taking into account the number of persons wishing to be heard on a matter and the amount of village business requiring attention. The President or a majority of the Trustees present may extend the limitation of time or grant additional time to individual speakers and the President's denial of or limitation on any request may be overruled by a majority of the Trustees present. Provided, any failure to adhere to the provisions of this section, and any such restriction or limitation upon any speaker, shall not impair or affect any ordinance, resolution, motion or other action of the Board.¹⁴

The ordinance does not require that a member of the public state his or her home address before speaking at public meetings of the Board. In response to this office's inquiry, the Board confirmed that it has not promulgated such a rule.¹⁵ Rather, the Board referred to requiring members of the public to provide their home addresses before speaking at public meetings as a "custom and practice."¹⁶

The plain language of section 2.06(g) of OMA provides that individuals are entitled to address a public body subject only to a public body's established and recorded rules. Section 2.06(g) does not recognize conditions on speaking arising out of "custom and practice," unless those conditions are incorporated into the public body's rules. Here, the Board's established and recorded rules governing public comment do not include a requirement that an individual publicly state his or her home address before speaking at public meetings. At the

¹⁴Village of Lemont, Illinois, Municipal Code ch. 2, § 2.08.060 (2011).

¹⁵Letter from Andrew S. Paine, Tressler LLP, to Timothy O'Brien, Assistant Attorney General, Public Access Bureau (June 30, 2014), at 2.

¹⁶Letter from Andrew S. Paine, Tressler LLP, to Timothy O'Brien, Assistant Attorney General, Public Access Bureau (June 30, 2014), at 2.

Ms. Janet Hughes
The Honorable Brian K. Reaves
September 4, 2014
Page 6

April 14, 2014, meeting, however, the Mayor stated that those individuals wishing to speak should approach the podium and give their names and addresses. Further, the video recording shows that the Mayor specifically requested that Ms. Hughes state her address and repeated that request when she attempted to begin her public comments without first providing her address. The Mayor then asked the Village Attorney how to proceed, and he indicated that the Board should allow Ms. Hughes to speak without providing her address. After the Attorney's comments, however, Ms. Hughes went ahead and stated her address, then provided her comments.

While it is not clear that the Board would have continued to request her address after the Village Attorney responded to the Mayor's request for guidance, it does appear that the requests for her address had the effect of making Ms. Hughes feel that she needed to state her complete home address before she could provide public comments. Further, in its response to this office the Board described asking for home addresses of speakers as a "longstanding custom and practice" of the Village, "along with countless other public bodies."¹⁷ Even if the Mayor had allowed Ms. Hughes to address the Board without providing her complete home address in this instance, this scenario raises an important issue – whether requiring, either by "custom and practice" or by rule, that individuals provide home addresses before addressing a public body is consistent with OMA. Because it appears that many public bodies have such a requirement, clarification of the law in this area is warranted.

The Board notes that requiring individuals to state their addresses for the record prior to providing public comment allows for more accurate meeting minutes, permits the Board to determine whether the comments are raised by residents, and enables the Board to follow up on issues raised by members of the public. While the rules governing public comment under section 2.06(g) of OMA may assist in accurate recordkeeping, their primary purpose is to accommodate a speaker's statutory right to address the public body while ensuring that order and decorum are maintained at public meetings. *See Rana Enterprises, Inc.*, 630 F. Supp. 2d at 923-25. It is understandable that a public body would seek to make sure it is keeping accurate minutes, hearing from residents and other interested parties, and responding effectively to concerns raised at public meetings. Overall, in considering whether it is good policy to ask members of the public to provide their addresses when making public comments, there are reasonable arguments on both sides. Nothing prohibits a speaker from voluntarily providing his or her home address in response to the public body's request. However, the language of section 2.06(g) does not support a requirement that a person must provide his or her complete home

¹⁷Letter from Andrew S. Paine, Tressler LLP, to Timothy O'Brien, Assistant Attorney General, Public Access Bureau (June 30, 2014), at 2.

Ms. Janet Hughes
The Honorable Brian K. Reaves
September 4, 2014
Page 7

address prior to being allowed to make a public comment. Section 2.06(g) specifically provides that "[a]ny person shall be permitted an opportunity to address public officials[.]" (emphasis added) therefore a person's right to comment at an open meeting is not contingent upon where he or she resides. In this case, the Board violated section 2.06(g) of OMA by placing a condition on the making of a public comment that is not part of its established and recorded rules. But, even if the Board had established and recorded a rule requiring speakers to provide their home addresses prior to speaking, we would conclude that such a rule would impermissibly exceed the scope of the rulemaking contemplated by section 2.06(g). Requiring a member of the public to provide his or her complete home address prior to speaking may have a chilling effect on individuals who wish to speak at public meetings. Therefore, we conclude that requiring speakers to state their home addresses prior to addressing public bodies violates section 2.06(g) of OMA, even if such a rule is established and recorded by the public body.¹⁸

FINDINGS AND CONCLUSIONS

After full examination and giving due consideration to the arguments of the parties, the Public Access Counselor's review, and the applicable law, the Attorney General finds that:

- 1) On April 14, 2014, Ms. Janet Hughes attended an open meeting of the Lemont Village Board.
- 2) On June 6, 2014, Ms. Hughes submitted a Request for Review to the Public Access Counselor alleging that Village of Lemont officials "pressured" her to state her home address for the record prior to being permitted to provide public comment at an open Board meeting. Ms. Hughes' Request for Review was timely filed and otherwise complies with the requirements of section 3.5(a) of OMA (5 ILCS 120/3.5(a) (West 2012)).
- 3) The Attorney General properly extended the time to issue a binding opinion by 21 business days, to September 4, 2014, pursuant to section 3.5(e) of OMA. Therefore, the Attorney General may properly issue a binding opinion with respect to Ms. Hughes' Request for Review.

¹⁸The Board and Ms. Hughes disagree whether she had given her home address prior to public comment at previous meetings. Even if Ms. Hughes had previously stated her address at an open meeting in order to be allowed to speak, however, that disclosure would not waive her right to protest this practice or affect the invalidity of such a rule.

Ms. Janet Hughes
The Honorable Brian K. Reaves
September 4, 2014
Page 8

- 4) Section 2.06(g) of OMA provides that "[a]ny person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body."
- 5) Although the Board is authorized under section 2.06(g) of OMA to establish and record rules related to public comment, the Board did not establish or record a rule that a speaker must provide a home address prior to providing public comment.
- 6) Prior to the audience participation portion of the April 14, 2014, meeting, the Mayor directed that persons wishing to address the Board approach the podium and state their name and address for the record.
- 7) When Ms. Hughes attempted to address the Board without providing her exact home address, she was asked three more times to state her complete home address.
- 8) The Village Attorney advised the Mayor that Ms. Hughes should be allowed to address the Board without providing her complete home address. Ms. Hughes, however, did finally state her full home address before addressing the Board.
- 9) The Attorney General concludes that the Board violated section 2.06(g) of OMA when it stated that Ms. Hughes must provide her complete home address for the record before addressing the Board, although this requirement was not an established and recorded rule. Further, even if the Board had established and recorded such a rule, the rule would violate OMA because it is not reasonably related to promoting meeting order or decorum; or ensuring that other speakers have an opportunity to address the public body.

Therefore, it is the opinion of the Attorney General that the Lemont Village Board violated the Open Meetings Act when it tried to require Ms. Hughes to state her home address for the record prior to addressing the Board. In accordance with these findings of fact and conclusions of law, the Board is directed to take appropriate action to comply with this opinion by conducting its future meetings in full compliance with OMA.

This opinion shall be considered a final decision of an administrative agency for the purposes of administrative review under the Administrative Review Law, 735 ILCS 5/3-101 *et. seq.* (West 2012). An aggrieved party may obtain judicial review of the decision by filing a

Ms. Janet Hughes
The Honorable Brian K. Reaves
September 4, 2014
Page 9

complaint for administrative review in the Circuit Court of Cook or Sangamon County within 35 days of the date of this decision naming the Attorney General of Illinois and Ms. Janet Hughes as defendants. *See* 5 ILCS 120/7.5 (West 2012).

Very truly yours,

LISA MADIGAN
ATTORNEY GENERAL

By: 
Michael J. Luke
Counsel to the Attorney General

PUBLIC MEETING SPEAKING RULES

PUBLIC COMMENT: Pursuant to the Village's rule-making authority set forth in the Illinois Open Meetings Act, the rules governing public comment at all board meetings of the Mayor and Trustees of this Village shall be as follows:

1. There shall be a public comment period listed as a "Visitors' Business" item near the beginning of the meeting agenda for all board meetings of the Mayor and Trustees of the Village;
2. All persons wishing to address the board and comment upon Village business during that public comment period at such board meetings shall fill out a speakers' sign-in sheet and tender the same to the Deputy Clerk;
3. Only those persons who have filled out such a speaker's sign-in sheet will thereafter be called to the podium by the Mayor during that public comment period to address the board and comment upon Village business;
4. All those speakers called to the podium at that shall first identify themselves, and if they choose, give their residential address by street, town village or city, before they offer any comment to the board;
5. Speakers shall limit their commentary to three (3) minutes. Should any speaker wish to offer further comment to the board beyond the time allotted, they may tender such further comments to written form to the Deputy Clerk;
6. Speakers shall relate their commentary to matters of Village business;
7. Speakers shall at all times address the board, not the audience;
8. Speakers shall offer their commentary only from the podium;
9. Speakers shall confine their remarks to commentary;
10. Speakers shall not use their commentary in an attempt to interrogate board members nor in an attempt to force the body to engage in debate;
11. Speakers shall return to their seat or leave the meeting room at the end of their remarks;
12. Speakers shall refrain from unduly repetitious commentary;
13. Speakers shall not employ profane or threatening language nor shall they engage in any personal attacks;
14. Speakers shall respect both the decorum of the public meeting and the authority of the Mayor as the board's presiding office; and,
15. Speakers whose behavior disrupt the conduct of the public meeting or threaten the public safety are subject to removal from the meeting by the Sergeant at Arms upon a finding by the Mayor that the speaker's behavior has violated this rule.



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

Mayor

Frank A. Trilla

Village Clerk

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

Request to Speak Form

This form must be submitted prior to the end of the "Visitors' Business" item on the meeting agenda. Complete this form and deliver it to a Village staff person. You will have **three (3) minutes** to speak. When your name is called during the "Visitor's Business" portion of the meeting, please step up to the podium and state your name, and if you choose, state your residential address and city of residence. Forms will not be accepted after the deadline.

Complete the Form (Please Print)

Date: _____

Name: _____

(Optional)

Address: _____

City: _____

Group or Organization you represent, if applicable:

In case the Village needs to contact you: (Optional)

Phone Number: _____

Email Address: _____

ORDINANCE NO. 14-O-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE
VILLAGE OF WILLOWBROOK -- TITLE 1, CHAPTER 5, SECTION 1-5-3(D)(4) --
MEETINGS; PUBLIC COMMENT

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 1, Chapter 5, Section 1-5-3(D)(4) of the Village Code of the Village of Willowbrook entitled "MEETINGS; PUBLIC COMMENT" is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

- "4. All those speakers called to the podium shall, at the outset, identify themselves by name before they offer any comments whatsoever at the meeting. Speakers may also give their residential address by street, town, village or city, if they so choose."

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 22nd day of September, 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 MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO CONDUCT THE FALL BRUSH COLLECTION PROGRAM, OCTOBER 13TH THROUGH 17TH – MARIO'S TREE SERVICE

AGENDA NO.

5f

AGENDA DATE: 9/22/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TE Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TE Halik

REVIEWED & APPROVED BY COMMITTEE: YES on 9/8/14 NO N/A

ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)

This past Spring, the Village's regular tree maintenance contractor, Mario's Tree Service, completed the Village-wide Spring brush collection program. The program included curb-side collection of piled brush throughout town. Afterwards, the brush was separately ground at the Village public works facility to produce a high-quality mulch for use within the parks, and to provide to residents. At the time this program was considered, the members of the Municipal Services Committee requested that staff seek proposals from reputable landscape maintenance contractors to perform the Fall brush collection program, to ensure prices remain competitive.

The Fall program will consist of a curb-side chipping program, with the resulting chips hauled away, since we have no current need for them. Staff has solicited proposals from five (5) landscape maintenance contractors, three (3) of which offered a proposal for consideration:

VENDOR	COST
Mario's Tree Service	\$105.00/hr./crew (two – 2 men crews) - \$8,400
Pessina Tree Service, LLC	\$118.75/hr./crew (two – 2 men crews) - \$9,500
Vasquez Tree Service	\$141.25/hr./crew (two – 3 men crews) - \$11,300
Homer Tree Service	(Declined)
Davey Tree	(Declined)

Mario's Tree Service offered the low a proposal of \$105/hour/crew to perform this program. This represents the same hourly rate that Mario offered in the Spring of this year. Therefore, the estimated cost of the Fall program would be \$8,400 (two crews working 40 hours each).

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

The F.Y. 2014/15 Budget includes the following funding to conduct both the Spring and Fall Brush Collection Programs:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>	<u>REMAINING</u>
PW – Street Maint.	01-35-755-284	Reimb. Exp. – Brush Pick-Up	\$23,750.00	\$8,850.00

ACTION PROPOSED:

Adopt resolution. The Fall Brush Program is scheduled to occur the week of October 13th thru the 17th.

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO CONDUCT THE FALL BRUSH COLLECTION PROGRAM, OCTOBER 13TH THROUGH 17TH – MARIO'S TREE SERVICE

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Mario's Tree Service on a time and material basis to complete the 2014 Fall Brush Collection Program in an amount set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of September, 2014

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT _____



Mario's Tree Service

Proposal

P.O. Box 234
Addison IL 60101
(630) 624 - 9894

September 4, 2014

Bill to:

The Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
630-323-8215
Contact: Andrew Passero



Fall Brush Pick Up

Dates of Service 10/13/2014 - 10/17/2014

2 crews (2 men crew) \$105/hrly / Per Crew

\$8,400.00

Thank You!

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION REGARDING A NOTICE OF PROPOSED RULEMAKING PROCEEDING "HAZARDOUS MATERIAL: ENHANCED TANK CAR STANDARDS AND OPERATIONAL CONTROLS FOR HIGH-HAZARD FLAMMABLE TRAINS" BEFORE THE PIPELINES AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN DOCKET NO. PHMSA-2012-0082 (HM-251)

AGENDA NO.

5g

AGENDA DATE: 9/22/14

STAFF REVIEW: Tim Halik

SIGNATURE: TEHLIK

LEGAL REVIEW: Thomas Bastian

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: TEHLIK

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

In 2011, after a fatal ethanol train derailment in Cherry Valley, IL, the rail industry began the petition process before the Pipeline and Hazardous Materials Safety Administration (PHMSA) seeking improved performance standards for new rail tanks cars carrying liquid hazmat in recognition that the current "workhorse" tank car of the fleet (the DOT-111) has a high tendency to puncture in accidents. These efforts began two decades after the National Transportation Safety Board had warned industry and regulators that there were significant safety-related flaws in this tank car's design. In 2012, the Illinois TRAC Coalition also petitioned PHMSA for improved standards to cover both new and existing tank cars.

The rulemaking process stalled, however, until the derailment of a crude oil train in Lac-Megantic, Quebec in July 2013 that killed 47 people. After that tragedy, PHMSA finally released its Advance Notice of Proposed Rulemaking (ANPRM) last fall asking for input into what safety-enhancing provisions should be included in the rulemaking.

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

While there are some positive aspects of the rules being outlined by PHMSA, including better safety standards and enhanced braking requirements for tank cars, there is a fundamental defect that must be rectified to adequately protect the safety of the public and the environment. Rather than having the rules apply to all tank cars carrying flammable hazmat, PHMSA chose to minimize the scope of the rulemaking to deal only with enhanced tank car standards and operational controls for "high-hazard flammable trains" or HHFTs.

The NPRM also fails to adequately address emergency preparation and response for rail hazmat incidents at the local level -- where all emergencies occur. It is critical that new rules require that railroads provide adequate notice to local emergency responders of the type and frequency of hazmat transported within their jurisdictions.

Once adopted, a copy of the Resolution will be sent to U.S. Department of Transportation.

ACTION PROPOSED: ADOPT THE RESOLUTION.

RESOLUTION NO. 14-R-_____

A RESOLUTION REGARDING A NOTICE OF PROPOSED RULEMAKING PROCEEDING "HAZARDOUS MATERIAL: ENHANCED TANK CAR STANDARDS AND OPERATIONAL CONTROLS FOR HIGH-HAZARD FLAMMABLE TRAINS" BEFORE THE PIPELINES AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN DOCKET NO. PHMSA-2012-0082 (HM-251)

WHEREAS, each day, rail freight operations impact thousands of villages, towns, cities and counties across all regions of the United States of America; and

WHEREAS, safe rail operations are of critical interest to local units of government based on the need to prevent catastrophic accidents like the one that occurred in Lac-Megantic, Canada in July 2013 as well as several others since then; and

WHEREAS, local governments have the responsibility to provide emergency response to manage the impact of rail accidents and derailments in communities across the country and to oversee clean up and environmental remediation; and

WHEREAS, clean up, environmental remediation, medical expenses other personal injury damages or wrongful death claims for community residents have the potential to surpass the rail industry's ability to pay for them; and

WHEREAS, ethanol, crude oil, and other flammable Class 3 hazmat are a large and exponentially growing segment of rail

freight being shipped across the nation and will continue as a growing and market-flexible transport mode for this hazmat; and

WHEREAS, since 1991, it has been known to industry and federal regulators that there are safety-related defects in the DOT-111 tank car that serves as the primary tank car used in the shipping of these hazardous flammable materials via freight rail; and

WHEREAS, the federal Pipelines and Hazardous Materials Safety Administration (PHMSA) regulates the safe transport of hazardous materials by railroads in the United States with the mission "to protect people and the environment from the risks of hazardous materials transportation"; and

WHEREAS, the business decisions of railroad companies and hazardous material shippers impact the safety, environment, and emergency response systems in the communities in which the freight railroads traverse, but state and local governments have no ability to regulate railroad operations; and

WHEREAS, industry has failed to act in the last two decades to correct the known safety deficiencies in DOT-111 tank cars despite repeated National Transportation Safety Board warnings, and waited until 2011 to seek government approval to upgrade safety standards for tank cars meant to carry liquid hazmat; and

WHEREAS, the comments submitted to PHMSA on December 5, 2013 by Barrington, Illinois and the Illinois TRAC Coalition reflect the point of view of local governments, which is supported by recommendations of the National Transportation Safety Board, that changes are needed in federal regulations and/or law to better protect public safety relative to tank car safety standards; and

WHEREAS, the August 1, 2014 NPRM released by PHMSA proposed various regulatory options for improving the crashworthiness of tank cars consisting of three standards of robustness and Option 1 is the best solution for maximizing the crashworthiness of tank cars and will best protect the public's safety; and

WHEREAS, the NPRM undercuts the strength of the proposed rules by limiting its coverage to only "high-hazard flammable trains" (HHFTs), defined as trains composed of 20 or more cars of Class 3 flammable liquids, and thereby exempts over 40% of rail car origins involving Class 3 hazmat commodities; and

WHEREAS, placed in the 2012 data context provided by PHMSA, this exempts from improved safety regulations 281,404 tank car originations annually - or 771 carloads of flammable hazmat traveling each day of the year in deficient tank cars throughout the United States; and

WHEREAS, if PHMSA does not bar the use of DOT-111 tank cars for all flammable hazmat service in its new regulations, those deficient tank cars will be allowed to carry dangerous liquid hazmat for the remainder of their useful life (up to another 40 years); and

WHEREAS, any regulatory solution should solve the whole problem and not provide the public with false sense of security around the rail transport of hazmat because federal Hazardous Materials Regulations (HMR) are designed "to ensure that hazardous materials are packaged safely" - meaning ALL hazmat, and not just large quantities; and

WHEREAS, PHMSA's rationale for limiting the coverage of its new rules to HHFT's is not supported by the evidence the agency provides from its review of 46 mainline derailments that occurred between 2006 and 2013, in that those derailments show that the breach of even a single or a small number of tank cars can result in a significant release of hazmat; and

WHEREAS, a DOT-111 tank car is too dangerous for the shipment of any Class 3 hazmat and allowing a regulatory gap that extends their use for this transport will likely encourage industry to make operational changes that will continue to endanger the public and pose an environmental hazard; and

WHEREAS, it is critical in the event of a hazardous materials rail incident that local emergency responders are

prepared and have access to adequate resources to appropriately respond; and

WHEREAS, preparation begins with local responder knowledge of what hazardous material is passing through a locality and the proper response beforehand; and

WHEREAS, railroads have the ability to inform local emergency responders about the hazmat threat to their localities and provide training for response to such, including information about the location and sufficiency of railroad assets which can be deployed to assist in an emergency response; and

WHEREAS, railroads have the ability to make the existence and location of hazardous cargo contents available promptly and directly to locate emergency responders in the event of a rail incident;

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

SECTION ONE: We support comments seeking to ensure that all tank cars used in the transport of Class 3 flammable hazmat, not only those in HHFT's, will be covered by the agency's new rules.

SECTION TWO: We support comments supporting the Option 1 tank car standards, as that maximizes the crashworthiness and

best protects public safety, as outline in detail in Docket No. PHMSA-2012-0082 (HM-251).

SECTION THREE: We support comments seeking to require railroads to provide to local emergency responders: adequate and timely information about the hazmat traveling through their jurisdictions, sufficient training to prepare for emergencies, including response support from the railroads transporting such hazmat in order to provide an effective and coordinated response to hazmat rail incidents.

SECTION FOUR: This Resolution shall take effect from and after its passage and approval as provided by law.

SECTION FIVE: This adopted Resolution shall be sent to the Pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251) urging expeditious action so that rail transport of all Class 3 Hazmat is covered by the rules promulgated from the August 1, 2014 PHMSA NPRM.

ADOPTED and APPROVED this 22nd day of September,
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 WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ACCEPT A PROPOSAL FROM NORTH AMERICAN SALT COMPANY TO PROVIDE BULK TREATED ROCK SALT FOR USE IN THE VILLAGE'S 2014/2015 SNOW & ICE CONTROL PROGRAM AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR ACCEPTANCE OF SAID PROPOSAL

AGENDA NO. **5h**

AGENDA DATE: 9/22/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: Thomas Bastian, Jr.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

This year the Village participated in the State of Illinois Central Management Services (CMS) Bulk Rock Salt Program to obtain our requisite supply of regular rock salt for use in our snow & ice control program. We received confirmation on August 29, 2014 that our requisition was approved, and that this year's price of regular rock salt through the program will be \$79.48/ton. This represents an approximate 57% increase over last year's price (which was \$50.67/ton) due to the reported salt shortage.

The Village also uses approximately 400+ tons per year of chemically treated rock salt for use during the colder months of the winter. Regular rock salt becomes less effective when temperatures approach 20°F. Treated rock salt is effective to -15°F. The treated rock salt product is not currently offered through the Illinois CMS program. Therefore, staff requested a quote from North American Salt Company for 400 tons of treated salt to be used during the coming winter. (Under the terms of this proposal, we are only required to purchase 80% of the requested quantity, or at least 320 tons, as opposed to the full 300 tons.)

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

North American Salt Company produces a treated rock salt product called Thawrox™. This product contains rock salt treated with magnesium chloride and a viscosity modifier for improved roadway adhesion. The product is environmentally safe and can be used as an alternative to other pre-wetting treatments that some local jurisdictions in DuPage County use. The Village has used this product in the past, including during the last snow season. North American has provided a proposal to provide 400 tons of Thawrox™ at a price of \$116.29/ton, which represents an approximate 63% increase over the price paid last year, again, due to the shortage. Since salt prices continue to rise, the proposal price was only valid for seven (7) days. After further discussion with North American, they agreed to honor the quoted price through September 16th. Therefore, after consultation with Mayor Trilla, it was decided to accept the proposal at that time, to lock in the price before any additional increased are applied, and ratify the acceptance after-the-fact.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 14-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ACCEPT A PROPOSAL FROM NORTH AMERICAN SALT COMPANY TO PROVIDE BULK TREATED ROCK SALT FOR USE IN THE VILLAGE'S 2014/2015 SNOW & ICE CONTROL PROGRAM AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR ACCEPTANCE OF SAID PROPOSAL

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the competitive bidding process is hereby waived and that the Village Administrator is hereby authorized to accept a proposal from North American Salt Company, attached hereto as Exhibit "A" and made a part hereof, and that the Village Administrator's prior acceptance of said proposal be and the same is hereby ratified and confirmed.

ADOPTED and APPROVED this 22nd day of September, 2014

APPROVED:

Mayor

ATTEST:

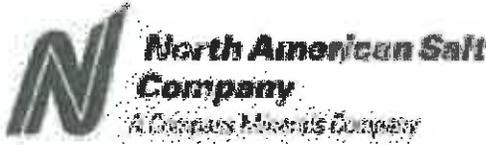
Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



Sold-To ("Purchaser"):

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

Date: August 27, 2014
Document: 118642
Tel: (630) 323-8215
Fax: (630) 323-0787
Email: thalik@willowbrook.il.us
Customer #: H902627
Preferred: Mail

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

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
400 Reserve: 0	Village of Willowbrook 710 Willowbrook Center Parkway Willowbrook, IL 60527 Destination #: H952786 Delivery Lead Time: 0 days	116.29 Deliver	Depot: Chicago Export-Treated Salt Product: 6602U - Thawrox-Treated Salt Mode of Transport: DUMP (END OR BOTTOM) Distance: 24.3 Miles

- *Purchase agreement subject to prior sale*
- *Initial product availability dates may vary by depot*
- *THAWROX DEICER*

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

Price(s) effective through Tuesday, 31 Mar 2015

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

Terms are NET 30 days from shipment with approved credit.

- * This proposal is open for acceptance for 7 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- * Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- * Applicable taxes extra
- * NASC has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

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

Accepted By;

Signature: TJ Halik
Title: VILLAGE ADMINISTRATOR
Name: TIMOTHY J. HALIK
Date: SEPT. 16, 2014

Sean Lierz
Senior Sales Manager 1-800-323-1641 x9330
NASC

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

Terms and Conditions of Sale

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

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION TO APPROVE – VILLAGE HALL RENOVATION CONTRACT: PAYOUT #2 – PARTIAL PAYMENT, FBG CONSTRUCTION CORPORATION	AGENDA NO. 5i AGENDA DATE: <u>9/22/14</u>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
LEGAL REVIEW: Thomas Bastain, Village Attorney	SIGNATURE: <u>THOMAS BASTAIN TH</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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, excavation, concrete placement, masonry, light gauge steel framing, mechanical, electrical, and plumbing installations, 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 \$136,146.80. 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 #2 – 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 \$136,146.80. 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	\$1,020,753.80

ACTION PROPOSED:

Approve motion.



18 September 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 02.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: Two (2)

PERIOD TO: 09/15/14.

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.

1. ORIGINAL CONTRACT SUM	\$ 1,431,580.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 1,431,580.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 197,022.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 19,702.00
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 19,702.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,773,200.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 41,173.20
8. CURRENT PAYMENT DUE	\$ 136,146.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,254,260.00

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

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: 9/15/14

State of: Illinois County of: DuPage
 Subscribed and sworn to before me this 15 day of September 2014
 Notary Public: Cheryl Bosker
 My Commission expires: MY COMMISSION EXPIRES: 04/20/17



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 \$ 136,146.80

(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: 9/18/2014

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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: Two (2)

Contractor's signed certification is attached.

APPLICATION DATE: 09/15/14.

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

PERIOD TO: 09/15/14.

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

ARCHITECT'S PROJECT NO: 2014-002

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 O R 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			\$18,500.00		\$18,500.00	27.21%	\$49,500.00	\$1,850.00
2	Landscaping - American Bluegrass	\$4,500.00						0.00%	\$4,500.00	\$0.00
3	Demolition - Robinette	\$68,500.00			\$54,800.00		\$54,800.00	80.00%	\$13,700.00	\$5,480.00
4	Unit Masonry - R D Masonry	\$75,000.00			\$11,250.00		\$11,250.00	15.00%	\$63,750.00	\$1,125.00
5	Steel - Waukegan Steel	\$54,000.00						0.00%	\$54,000.00	\$0.00
6	Millwork - Michael Hutchings	\$55,500.00						0.00%	\$55,500.00	\$0.00
7	Roofing/Composite Wall - Metal Master	\$117,000.00						0.00%	\$117,000.00	\$0.00
8	Doors/Hardware - J&L Metal doors	\$24,000.00						0.00%	\$24,000.00	\$0.00
9	Storefronts - Cardinal Glass	\$48,500.00						0.00%	\$48,500.00	\$0.00
10	Gypsum Board - Vision Interiors	\$79,000.00			\$10,000.00		\$10,000.00	12.66%	\$69,000.00	\$1,000.00
11	Flooring - Pinnacle Flooring	\$68,000.00						0.00%	\$68,000.00	\$0.00
12	Painting - DVM	\$38,000.00						0.00%	\$38,000.00	\$0.00
13	Toilet/Bath Access - Camey	\$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 Architects	\$6,400.00						0.00%	\$6,400.00	\$0.00
16	Letter Signage - CotPro Screenshot	\$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	25.00%	\$56,625.00	\$1,887.50
19	Plumbing - Peter Perella & Co.	\$47,000.00			\$2,850.00		\$2,850.00	6.06%	\$44,150.00	\$285.00
20	Mechanical - Quality Mechanical	\$94,000.00			\$5,616.00		\$5,616.00	5.97%	\$88,384.00	\$561.60
21	Electrical - Cameo Electric	\$200,000.00			\$27,150.00		\$27,150.00	13.58%	\$172,850.00	\$2,715.00
22	Bond/Insurance - FBG	\$20,000.00		\$20,000.00			\$20,000.00	100.00%	\$0.00	\$2,000.00
23	General Conditions/OH&P	\$233,180.00		\$6,873.00	\$21,109.00		\$27,982.00	12.00%	\$205,198.00	\$2,798.20
GRAND TOTALS		\$1,431,580.00	\$45,748.00	\$151,275.00	\$0.00	\$197,023.00	\$1,234,557.00	13.76%	\$19,702.30	\$19,702.30

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

Waiver of Lien to Date

State of Illinois) SS
 County of DuPage) SS

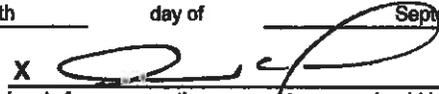
Gty # _____
 Loan # _____
 Escrow # _____

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 One Hundred Thirty Six Thousand One Hundred Forty Six and 80/100***
\$136,146.80 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
15th day of September 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:

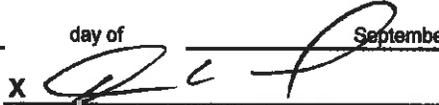
The undersigned, being duly sworn deposes and says that he is David Mac Marshall
Vice President of the FBG Corporation
 who is the contractor for the General Contracting work on
 building located at Village Hall Renovations, 835 Midway Drive, Willowbrook, IL 60527
 owned by Village of Willowbrook

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	\$136,146.80	\$1,295,433.20
TOTAL LABOR AND MATERIAL TO COMPLETE		\$1,431,580.00	\$0.00	\$136,146.80	\$1,295,433.20

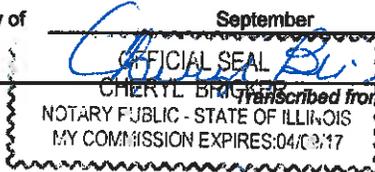
That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor
 or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 15th day of September 2014

Signature: X 

Subscribed and sworn before me this 15th day of September 2014

Signature: _____



Transcribed from Chicago Title Insurance Company F.1722 R5/92



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

August 27, 2014

Mayor

Frank A. Trilla

Clayton, Mark
101 W 75th Street
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 111470.006
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 \$105.66. 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 September 29, 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

August 27, 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

Healy, Marion
332 Sheridan Dr #1c
Willowbrook Il 60527

Re: Account No. 110860.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$105.66. 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 September 29, 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

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

August 27, 2014

Mayor

Frank A. Trilla

Ivicic, Stefani
7731 Eleanor Pl
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 111555.001
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 \$189.49. 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 September 29, 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.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton

TJH:vs



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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

August 27, 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

Kosiarek, George
7515 Clarendon Hills Rd
Willowbrook Il 60527

Re: Account No. 111490.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$345.17. 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 September 29, 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



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

August 27, 2014

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Kozla, Cindy
326 Sheridan Dr #2d
Willowbrook Il 60527

Re: Account No. 110825.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$172.41. 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 September 29, 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 Administrator

Tim Halik

Chief of Police

Mark Shelton



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

August 27, 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

Mares, Gregory & Constance
230 Midway Dr
Willowbrook Il 60527

Re: Account No. 111690.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$352.42. 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 September 29, 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



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

August 27, 2014

Mayor

Frank A. Trilla

Nash, James Joseph
835 Turnberry Ln
Willowbrook II 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 152940.004
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 \$430.49. 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 September 29, 2014, will result in the immediate termination of your water service.

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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

August 27, 2014

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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

Palomar, Carlos
7712 Blackberry Ln
Willowbrook Il 60527

Re: Account No. 110360.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$177.34. 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 September 29, 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



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

August 27, 2014

Mayor

Frank A. Trilla

Pilipavichius, Niyole
267 Snug Harbor Dr
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 112520.000
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 \$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 September 29, 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



Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

August 27, 2014

Mayor

Frank A. Trilla

Raceala, John
6322 Breton Lakes Dr
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 152930.000
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 \$247.35. 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 September 29, 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

August 27, 2014

Mayor

Frank A. Trilla

Radecki, Danielle
7610 Arlene Ave
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 111225.002
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 \$174.93. 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 September 29, 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

August 27, 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

Riccio, Dolores
7535 Sheridan Dr #2b
Willowbrook Il 60527

Re: Account No. 112035.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$106.31. 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 September 29, 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



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

August 27, 2014

Mayor

Frank A. Trilla

Temen, Kenneth
413 W 79th St
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 110120.001
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 \$105.66. 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 September 29, 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

COPY

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

August 27, 2014

Mayor

Frank A. Trilla

Willowbrook Inn
7800 Kingery Hwy
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 410295.002
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 \$12,834.39. 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 **September 29, 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.

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

VILLAGE OF WILLOWBROOK

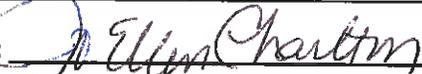
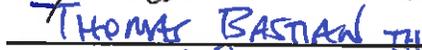
BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Consideration of an Ordinance PC-14-10: Text Amendments that define and regulate Medical Cannabis in the OR, LOR and M1 zoning districts.

AGENDA NO.

7

AGENDA DATE: 9/21/14**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant**SIGNATURE:****LEGAL REVIEW:** Thomas M. Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The proposed text amendments were developed in order to define and regulate licensed medical cannabis dispensaries and licensed medical cannabis cultivation centers in compliance with the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois which became law on January 1, 2014. Under the Act, local governments are permitted to establish zoning regulations that are not contrary to the Act.

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

The Village Board received copies of the staff report and the Plan Commission's recommendation at the September 8, 2014 meeting. After evaluating possible locations based on the State's criteria, staff determined that there are currently no sites in the Village where a cultivation center could be located. The original proposal by staff, which was reviewed by the Plan Commission, included a statement in the definition that noted there were no possible sites. After further review by legal counsel, however, it was recommended that the use be accommodated in a district even if it could not be located in the Village in compliance with the State law. This would keep the Village "in compliance" even if the State were to change certain locational requirements at a later time. The attached ordinance therefore includes cultivation centers as a special use in the M-1 District only.

The State's locational restrictions for dispensaries was not as limiting as cultivation centers, and it was determined that a majority of possible sites were focused in the area located between Route 83, Plainfield Road, Madison and I-55. Non-residential zoning districts in this area include B-2, B-4, OR, LOR and M1 districts. B-2 and B-4 districts were excluded given concerns of locating dispensaries within multi-tenant facilities next to other retail uses. An additional restriction to limit the location of dispensaries next to or across the street from Willowbrook residential properties was accommodated by adding language that does not allow them within 70' from a residential zoning boundary or use. This language would restrict uses on OR, LOR and M1 properties next to or across the street from single family lots on 73rd Court and next to or across the street from Lake Willoway Condos, but not on Willowbrook's Madison Street properties which are across the street from unincorporated residential properties on the east side of Madison, which is a 100' right-of-way.

The Plan Commission's vote was split with regard to whether the use should be permitted or conditional. As a new use, the Village does not have the benefit of history to guide its decisions as to whether special impacts will come up that deserve to be considered. The special use process gives the benefit of doubt to potential adjoining property owners who may wish to make a case that certain conditions should be considered. The ordinance has therefore been prepared to add dispensaries as special uses instead of permitted uses.

ACTION PROPOSED/RECOMMENDATION:

September 8, 2014: Receive Plan Commission Recommendation

September 22, 2014: Consideration of Ordinance

Staff recommends approval of the attached ordinance.

ORDINANCE NO. 14-O-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF
THE VILLAGE OF WILLOWBROOK
TITLE 9-Zoning Ordinance
(Defining and regulating Medical Cannabis)

WHEREAS, Public Act 098-0122, entitled the "Compassionate Use of Medical Cannabis Pilot Program Act" (the "Act"), enacted by the State of Illinois (the "State"), became effective on January 1, 2014; and

WHEREAS, the Act provides for the lawful use of cannabis by qualifying state residents and establishes a process for the licensing and operation of cultivation centers (where cannabis may be grown) and dispensaries (where cannabis may be sold) throughout the State; and

WHEREAS, the Act allows units of local government to enact reasonable zoning regulations that are not in conflict with the Act or the rules and regulations established by authorized state regulatory agencies; and

WHEREAS, the Village of Willowbrook maintains a zoning ordinance which is found in Title 9 of the Willowbrook Village Code (the "Zoning Ordinance"); and

WHEREAS, the Village Board deems it reasonable to periodically review said Zoning Ordinance and make necessary changes; and

WHEREAS, on or about June 20, 2014, the Village of Willowbrook, as applicant, filed an application for certain text amendments to the Zoning Ordinance of the Village of Willowbrook relating to the definition and regulation of medical cannabis; and,

WHEREAS, Notice of Public Hearing on said text amendments to the Village of Willowbrook Zoning Ordinance was published in the Suburban Life Newspaper on or about June 27, 2014, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

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

WHEREAS, at said Public Hearing, the applicant provided testimony in support of the proposed amendments to the Village of Willowbrook Zoning Ordinance, and all interested parties had an opportunity to be heard; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have received the recommendation of the Plan Commission pursuant to a memorandum dated August 6, 2014; and

WHEREAS, the corporate authorities of the Village have recognized the need to regulate licensed cannabis cultivation centers and licensed cannabis dispensaries as to their location, spacing, size, density, and other considerations, and after careful study and consideration have developed this Ordinance to accomplish these objectives; and

WHEREAS, the Village Board has determined that regulating the location of licensed cannabis cultivation centers and licensed cannabis dispensaries in accordance with the regulations contained in this Ordinance will serve these substantial governmental and community interests and that the applicable standards related to the approval of a text amendment have been met; and

WHEREAS, the purpose of this Ordinance is to provide reasonable regulations regarding the location of licensed cannabis cultivation centers and licensed cannabis dispensaries occurring within the corporate limits of the Village, to ensure that licensed cannabis cultivation centers and licensed cannabis dispensaries located within the corporate limits of the Village comply with the Act and the regulations promulgated thereunder, as may be amended from time to time, to provide in a reasonable manner for the impact and compatibility of licensed cannabis cultivation centers and licensed cannabis dispensaries with the existing and anticipated future uses of land within the Village

in order to promote, preserve and facilitate compatible uses in the various zoning district and to further promote the public health, safety and welfare of the Village; and

WHEREAS, the Village Board declares that control of licensed cannabis cultivation centers and licensed cannabis dispensaries is necessary to protect property values, to protect the public investment and to promote the overall economic welfare of the Village; and

WHEREAS, the Village Board has reviewed the recommendations of the Plan Commission and finds that it is in the best interest of the Village to amend the Zoning Ordinance.

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 Title 9, Section 2-2 of the Village Code of the Village of Willowbrook is hereby amended to add the following definitions in alphabetical order:

"MEDICAL CANNABIS CULTIVATION CENTER:

A facility operated by a registered organization that is regulated by the Illinois Department of Agriculture to grow and produce cannabis to dispense to registered medical cannabis dispensing organizations pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois effective January 1, 2014, as may be amended.

MEDICAL CANNABIS DISPENSARY:

A business operated by a registered dispensing organization that is regulated by the Illinois Department of Financial and Professional Regulations to acquire cannabis and related products for medical purposes from a registered Illinois Medical Cannabis Cultivation Center and sell retail to qualifying patients and caregivers pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois effective January 1, 2014, as may be amended."

SECTION TWO: That Title 9, Sections 7B-2(J), 7C-2(G), and 8-2(D) are all hereby amended to add the following:

"Medical Cannabis Dispensary, except when property upon which said use is located is seventy feet (70') or less from a residential district boundary or use, and in compliance with State of Illinois Compassionate Use of Medical Cannabis Pilot Program Act and meeting the parking requirements of Chapter 10 of this Title for 'Other Business and Commercial Establishments' "

SECTION THREE: That Title 9, Section 8-2 (E) is hereby amended to add the following:

"Medical Cannabis Cultivation Center, in compliance with the State of Illinois Compassionate Use of Medical Cannabis Pilot Program Act."

SECTION FOUR: That Title 9, Section 7B-4(B) is hereby amended by deleting the section in its entirety and in lieu thereof, the following language shall be substituted:

"Retail Sales: Except as provided in 9-7B-2(J), no retail sales or services shall be permitted except as incidental or accessory to a permitted use."

SECTION FIVE: That Title 9, Section 7C-4(B) is hereby amended by deleting the section in its entirety and in lieu thereof, the following language shall be substituted:

"Retail Sales: Except as provided in 9-7C-2(G), no retail sales or services shall be permitted except as incidental or accessory to a permitted use."

SECTION SIX: That Title 9, Section 8-4(B) is hereby amended by deleting the section in its entirety and in lieu thereof, the following language shall be substituted:

"Retail Sales: Except as provided in 9-8-2(D), no retail sales or services shall be permitted except as incidental or accessory to a permitted use."

SECTION SEVEN: 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 EIGHT: 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 22nd day of September, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;">ITEM TITLE:</p> <p>A RESOLUTION APPOINTING THE VILLAGE ADMINISTRATOR AS THE VILLAGE'S DESIGNATED REPRESENTATIVE DURING NEGOTIATIONS WITH COMCAST CABLE ON A FRANCHISE AGREEMENT RENEWAL AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ACCEPT AND EXECUTE A PROPOSAL FOR LEGAL SERVICES RELATING TO THE NEGOTIATION PROCESS – KLEIN, THORPE & JENKINS, LTD.</p>	<p>AGENDA NO. 8</p> <p>AGENDA DATE: <u>9/22/14</u></p>
---	--

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

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

Willowbrook's fifteen (15) year franchise agreement with Comcast Cable will expire on May 8, 2015. The Village's original franchise agreement with Media One was negotiated jointly between Willowbrook, Clarendon Hills, Burr Ridge, and Hinsdale in 1986. A franchise agreement renewal was then negotiated and approved by the Village Board on May 8, 2000 (copy attached). In 2002, the Village consented, via resolution, to the change of control from Media One to Comcast. In 2012, the four (4) towns notified Comcast that we wished to again jointly negotiate a renewal agreement prior to the expiration of the current agreement. To start the process, a meeting was held in Burr Ridge on September 10, 2014 to review and discuss:

- Our existing agreement language
- The Model Comcast Franchise agreement negotiated by the Metropolitan Mayors Caucus (copy attached)
- Any revisions to the existing agreement and/or any new items that we would like to see incorporated into a new agreement
- Best approaches to proceed with Comcast, including the possibility of hiring an attorney

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

During the meeting, it was agreed that the group should hire an attorney to represent the four (4) Village's during this negotiation process with Comcast. Three (3) of the four (4) Village's currently use the law firm Klein, Thorpe & Jenkins (KTJ) as their Village Counsel. In addition, one of the attorney's at KTJ participated in the model franchise agreement negotiations with the Metropolitan Mayors Caucus, and is very familiar with the issues. Therefore, it is recommended that the group hire KTJ. Their submitted engagement letter proposes to complete the identified work at a rate of \$200/hour. The final cost will be based on the level of involvement required, and estimated to be between \$1,500 and \$3,000.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 00-R- 30

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN NON-EXCLUSIVE CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN MEDIA ONE OF NORTHERN ILLINOIS, INC., AND THE VILLAGE OF WILLOWBROOK AND GRANTING A NONEXCLUSIVE CABLE TELEVISION FRANCHISE TO MEDIA ONE OF NORTHERN ILLINOIS, INC.

WHEREAS, Media One of Northern Illinois, Inc. (as successor to Continental Cablevision Acquisitions of Northern Illinois, Inc., and referred to herein as "Media One"), has requested a renewal of its cable television franchise, granted pursuant to Resolution No. 86-R-12, to install, maintain and operate a cable television system within the Village of Willowbrook and to provide cable television service to persons, firms and entities within the Village; and,

WHEREAS, the Village has reviewed Media One's performance under its prior cable television franchise with the Village, has identified the future cable-related needs and interests of the community, has considered the financial, legal and technical qualifications of Media One to provide cable television service in the Village, and has considered Media One's plans for operating and maintaining its cable system during the term of a renewed franchise; and,

WHEREAS, after affording the public adequate notice and an opportunity for comment, the President and Board of Trustees of the Village have determined that it is in the public interest to renew the grant of a nonexclusive cable television franchise to

Media One in accordance with the terms of the "Nonexclusive Cable Television Franchise Agreement By and Between Media One of Northern Illinois, Inc. and the Village of Willowbrook" attached hereto as Exhibit "A" and incorporated herein by reference, and subject to the provisions of the Village of Willowbrook Cable Communications Enabling Ordinance adopted by Ordinance No. 00-0-

—

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION ONE: That the above and foregoing recitals are incorporated herein and made a part of this Resolution by reference, as though they were fully set forth in this Section One.

SECTION TWO: That the "Nonexclusive Cable Television Franchise Agreement By and Between Media One of Northern Illinois, Inc., and the Village of Willowbrook", attached to this Resolution as Exhibit "A" and heretofore incorporated herein (the "Media One Cable Television Franchise Agreement"), be and the same is hereby approved, and the President and Village Clerk are hereby authorized and directed to execute and attest the same in substantially the form attached hereto as Exhibit "A".

SECTION THREE: That a nonexclusive franchise (the "Franchise") to install, maintain and operate a cable television system providing cable television service in the Village be and the same is hereby granted to Media One of Northern Illinois, Inc.

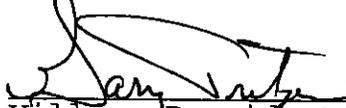
("Media One"), in accordance with and subject to the Media One Cable Television Franchise Agreement approved herein and the Village of Willowbrook Cable Communications Enabling Ordinance, provided, however, that the Franchise shall not be effective unless and until the Media One Cable Television Franchise Agreement has been duly executed by Media One and filed with the Village Clerk.

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

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

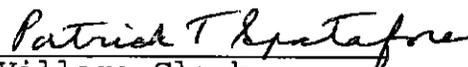
ADOPTED and APPROVED this 8th day of May, 2000.

APPROVED:



Village President

ATTEST:



Village Clerk

ROLL CALL VOTE: AYES: Wieder, Brown, Schoenbeck, Mistele

NAYS: 0

ABSTENTIONS: 0

ABSENT: Napoli, Landsman

SECTION	TITLE
1	Title
2	Definitions
3	Grant of Authority
4	Duration, Acceptance, and Transfer of Franchise Agreement
5	Service to Franchise Area
6	Notices
7	Compliance with State and Federal Laws
8	Security Fund
9	Construction and Completion Security
10	Indemnification, Liability and Insurance
11	Technological, Service and Performance Review
12	Reports and Records
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NON-EXCLUSIVE CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN MEDIA ONE OF NORTHERN ILLINOIS, INC.
AND THE VILLAGE OF WILLOWBROOK

THIS FRANCHISE AGREEMENT is made and entered into this 8th day of May, 2000, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation, and MEDIA ONE OF NORTHERN ILLINOIS, INC., an Illinois corporation.

WITNESSETH:

WHEREAS, Media One of Northern Illinois, Inc. (the "Company"), has requested a renewal of its cable television franchise to provide cable television service in the Village of Willowbrook; and,

WHEREAS, the Village has reviewed the Company's performance under its prior cable television franchise with the Village, has identified the future cable-related needs and interests of the community, has considered the financial, legal and technical qualifications of the Company to provide cable television service in the Village, and has considered the Company's plans for operating and maintaining its cable system during the term of a renewed franchise; and,

WHEREAS, after affording the public adequate notice and an opportunity for comment, the Corporate Authorities of the Village has determined that it is in the public interest to renew the grant of a non-exclusive cable television franchise to the Company in accordance with the terms hereinafter set forth and the provisions of the Village's Cable Communications Enabling Ordinance; and,

WHEREAS, the Company and the Village have reached agreement on the franchise terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing and the mutual terms, conditions, promises and undertakings contained herein, the Company and the Village hereby agree as follows:

Section 1: TITLE:

This Franchise Agreement may be cited as the MediaOne Franchise Agreement and is hereinafter referred to as the Franchise Agreement.

Section 2: DEFINITIONS:

For the purposes of this Franchise Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein, unless their context clearly indicates that another meaning is intended. Terms, phrases and words not defined herein shall have the meaning given in the Village's Enabling Ordinance, as of the effective date of this agreement. Words not otherwise defined herein shall be given their ordinary and common meaning.

AFFILIATE (S)

When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

“AS BUILT” MAPS

Maps showing the completed cable plant system facilities in the franchise area.

“AS BUILT” DRAWING

A document submitted to the Village that accurately locates underground construction of the cable system facilities constructed or located within public ways of the Village.

BASIC CABLE SERVICE

Any service tier, which includes the retransmission of local television, broadcast signals and the public, educational, and governmental access channels.

CABLE ACT

The Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as the same may be amended from time to time.

CABLE OPERATOR (OPERATOR)

Any person or group of persons who provides cable service over a cable system and directly, or through one or more affiliates, owns a significant interest in such cable system or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system, or who operates an open video system or multi-channel video system, as defined in the Cable Act.

CABLE SERVICE

The one-way transmission to subscribers of video programming or other programming services and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services. To the extent consistent with the Cable Act, the term cable service shall include high speed Internet access, and other data transfer services.

CABLE SYSTEM (SYSTEM, CABLE COMMUNICATIONS SYSTEM, CATV SYSTEM, or COMMUNITY ANTENNA TV SYSTEM)

A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Village.

CHANNEL (CABLE CHANNEL)

A portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

COMMERCIAL BUSINESS UNIT

Any commercial building or establishment that is not a dwelling unit.

COMMERCIAL USE

The channel capacity designated for commercial use as defined and required by federal law by persons unaffiliated with the cable operator.

COMPANY

Media One of Northern Illinois, Inc., or its lawful successors, transferees or assignees.

CONVERTER

An electronic device which converts signals from one form to another.

CORPORATE AUTHORITIES

The President and Board of Trustees of the Village.

CUSTOMER SERVICE REPRESENTATIVE (CSR)

An individual employed by the cable company to answer the telephone, write service and installation orders, answer subscribers' questions, receive and process payments, and perform other subscriber service-related activities.

DENSITY

The number of dwelling units that, when measured by a cable plant mile, meets the numerical requirement established in the Ordinance, or this Franchise Agreement, which requires the operator to provide cable service.

DOWNSTREAM CHANNEL

The direction of signal transmission from the headend to the subscriber terminals.

DROP CABLE (SERVICE DROP)

The coaxial or fiber cable that connects the feeder portion of the distribution system to the subscriber's premises.

DWELLING UNIT

A single-family residential building or a unit in a multi-family residential building.

EDUCATION ACCESS CHANNEL (EDUCATIONAL ACCESS CHANNEL)

A cable television channel, or channels, specifically designated for non-commercial use by the local non-commercial educational institutions.

EFFECTIVE DATE

The date upon which this Franchise Agreement was made and entered into, as set forth on the first page hereof.

FEDERAL COMMUNICATIONS COMMISSION (FCC)

The present federal agency of that name as constituted by the Communications Act of 1934 or any legally appointed or elected successor.

FRANCHISE

Authorization issued by the Village for the construction and operation of the cable system within the Village.

FRANCHISE AGREEMENT

This Franchise Agreement by and between the Company and the Village.

FRANCHISE AREA

The corporate limits of the Village including all territory annexed to the Village after the Effective Date.

FRANCHISE FEE

The fee that the Company is required to pay to the Village pursuant to the Enabling Ordinance for the right, privilege and franchise to construct, install, maintain and operate a cable communications system within the streets and Public Ways of the Village for the purpose of providing cable service to persons in the Village. The term "franchise fee" does not include:

- A. Any tax, fee, or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services, but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable subscribers);
- B. Capital costs which are required by the Franchise to be incurred by the cable operator for public, educational, or governmental access facilities;
- C. Requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or
- D. Any fee imposed under Title 17, United States Code.

GOVERNMENT ACCESS CHANNEL (GOVERNMENTAL ACCESS CHANNEL)

The channel, or channels, set-aside for the exclusive non-commercial use of local government as determined by the Village.

GROSS REVENUES

Includes all revenue received by a company, or its affiliates, derived directly or indirectly from and in connection with the operation of the company's cable system to provide cable service within the Village, including but not limited to revenues, fees, receipts or charges from or for: basic tier cable service; any tier of video programming service other than basic service; any optional, premium, per-channel or per program service; high speed internet access service, digital music service, any installation, disconnection, re-connection, change-in-service or other customer service; rentals of converters, remotes or other customer premises equipment; commercial leased channels or channel access; advertising sales revenue, including a per subscriber share of revenues received for advertising carried on one or more cable systems in addition to the Company's cable system within the Village; revenues from home shopping channels; the sales of programming guides; and such other revenue sources as may now exist or hereafter develop, provided that such revenues, fees, receipts or charges may lawfully be included in the gross revenue base on which the Village may calculate and collect franchise fees.

Gross revenues shall not include any amounts refunded to subscribers, any unpaid subscriber or advertiser accounts and any sales tax, telecommunications tax, utility message tax or other taxes imposed directly upon any subscriber or user by the Village, the State or other governmental unit and collected by the Company on behalf of and for remittance to the Village, the State or other governmental unit. As used herein, Annual Gross Revenues shall mean Gross Revenues

attributable to a twelve (12) month accounting period, or portion thereof.

GUARANTY

An agreement or promise to answer for the debt, default, or miscarriage of another. Secondarily responsible for debt, default, or miscarriage.

HEADEND

The control center of a cable television system, where incoming signals are amplified, converted, processed and combined into a common cable along with any origination cablecasting, for transmission to subscribers. Headend usually includes antennas, preamplifiers, frequency converters, demodulators, modulators, processors, and other related equipment.

INSTALLATION

The connection from system feeder cable to the subscriber's converter or terminal and the provision of service.

INSTITUTIONAL NETWORK (I-NET)

A communications network comprised of frequencies (upstream) that connect schools, and units of local government, etc. to the cable system headend for transmission downstream to the subscriber network and/or a closed non-public network. The I-Net may be constructed of a separate trunk line or may be incorporated as a certain set of frequencies on the subscriber trunk line.

INTERCONNECT

The process whereby two or more cable systems are connected.

LOCAL ORIGINATION CHANNEL

A channel which carries programming that is produced by the operator or its designated agent, or a channel which carries programming determined by the operator to reflect the needs, interests, and concerns of the communities served.

ORDINANCE (ENABLING ORDINANCE)

The Village of Willowbrook Cable Communications Enabling Ordinance.

PERSON

Any individual, firm, corporation, cooperative, association, trust, partnership, joint venture, combination or other legally recognized entity.

PUBLIC ACCESS CHANNEL

A cable television channel specifically designated as a channel available to the public for the production of non-commercial television programming operating under rules established by the Village.

PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS CHANNELS (PEG ACCESS CHANNELS)

The channel capacity designated for public, educational or governmental access programming.

PUBLIC EDUCATIONAL OR GOVERNMENTAL ACCESS FACILITIES (PEG ACCESS

FACILITIES

The facilities and equipment utilized for the production and playback of public, educational and governmental access programming.

PUBLIC PROPERTY

Any real property owned by the Village or any other governmental unit that is not otherwise defined herein as a Public Way. A franchise granted under the Ordinance does not authorize the use of any Public Property by the Company.

PUBLIC WAY (S)

The surface, the airspace above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkways, or other public right-of-way now or hereafter held by the Village which shall entitle the Village and Company to the use thereof for the purpose of installing and maintaining the Company's cable television system.

SCHOOLS

All public and private elementary and secondary schools, parochial schools, junior colleges, colleges and universities which have been granted a certificate of recognition by the Illinois State Board of Education, pursuant to Illinois State Statutes, and which are located within the franchise area.

SUBSCRIBER

Any person who elects to subscribe to, for any purpose, a service provided and authorized by the Company by means of or in connection with the cable system, and who pays the charges therefor.

TRANSFER OR FRANCHISE TRANSFER

Any transaction or series of transactions which, singularly or collectively, result in the sale, assignment or transfer of all or a majority of the assets of the Company, or the cable system, or a change of Twenty five percent (25%) or more of the ownership or working control of the company, of the ownership or working control of the franchise, or of the ownership or working control of affiliated entities having ownership or working control of the company, the franchise or cable system. Franchise transfers require Village approval as provided in the Ordinance. Transactions between Affiliates of the Company are not exempt from Village approval, except as specifically provided in this Franchise Agreement between the Village and the Company.

TRAP

A passive device used to block a channel or channels from being received by a cable subscriber (negative trap), or used to remove an interfering carrier from a channel that a subscriber wants to receive (positive trap).

TRUNK (TRUNK LINE)

The main distribution lines leading from the headend of the cable television system to the various areas where feeder lines (cables) are attached to distribute signals to the subscribers.

UPSTREAM CHANNEL

The direction of signal transmission from the subscriber terminals to the headend.

VILLAGE

The Village of Willowbrook, Illinois.

Section 3: GRANT OF AUTHORITY:

- A. There is hereby granted by the Village to the Company the right and privilege to construct, operate, maintain and extend a cable system to all territory within the Village, subject to all applicable federal, state and local laws and regulations.
- B. Without reducing its police powers to adopt and enforce any ordinance that is necessary to the health, safety and welfare of the public, the Company is granted franchise authority to use and occupy the Public Ways of the Village for the purposes of this Franchise Agreement.
- C. The purpose of the Franchise is to authorize the Company to construct, maintain and operate a cable system within the Public Ways of the Village to provide cable service within the Village. Due to the ambiguity of applicable law at the effective date hereof, this Franchise Agreement shall not be construed to create or diminish any party's rights or obligations with regard to providing telecommunications services in the Village, including but not limited to the Village's right to require a separate telecommunications franchise or the Company's right to provide telecommunications services over the cable system.
- D. All work done by or on behalf of the Company shall be done in a manner that does not unreasonably interfere with the rights and convenience of property owners who adjoin the Public Ways of the Village. If property is disturbed or damaged, the Company shall restore the property to its former condition, normal wear and tear excepted.
- E. The rights granted hereunder shall be non-exclusive and shall not be transferred or assigned without the prior approval of the Village as specified in the Ordinance and this Franchise Agreement.
- F. In the event the Village grants an additional franchise to use and occupy the public right-of-way for the purposes of operating a cable system, the additional franchise shall only be granted under the same terms and conditions as those of the existing cable television franchise. In order to avoid the Village's receipt of redundant or outdated equipment, to the extent that the existing cable television franchisee has provided specific equipment in satisfaction of its obligation to support Public, Educational or Governmental programming the Village may require the subsequent franchisee to provide alternative equipment providing that the total financial commitment for said equipment is equal to that provided by the existing franchise.

Section 4: DURATION, ACCEPTANCE AND TRANSFER OF FRANCHISE AGREEMENT:

- A. Term: The Franchise granted herein shall expire fifteen (15) years from and after its effective date unless otherwise extended, terminated, or revoked in accordance with the Ordinance or this Franchise Agreement. The term of the Franchise may also be extended by written agreement of the parties, or as otherwise provided in the Ordinance
- B. Acceptance: The Franchise as well as all rights, privileges, obligations and authority granted therein shall become effective upon the Village adopting an Ordinance or Resolution authorizing execution of this Franchise Agreement, and the Village and the Company executing this Franchise Agreement.

C. Transfer of Franchise:

1. Neither this Franchise Agreement nor the Franchise may be assigned or transferred, without the consent of the Corporate Authorities of the Village as provided in the Village's Enabling Ordinance. The Company, and any proposed assignee or transferee of the Franchise, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations.
2. Notwithstanding the foregoing, the Company may transfer ownership or control of the Franchise or the System to an entity controlling, controlled by, or under common control with the Company, where such transfer does not result in a change in the management, operation or ultimate controlling entity of the Franchise or the System; provided, the Company shall give the Village at least thirty (30) days prior written notice of any such transfer. For the purpose of determining whether a transfer will result in a change in the management, operation or ultimate controlling entity of the Franchise or System, the Village may inquire into the transfer and the Company shall assist the Village in such inquiry.
3. The Village's out of pocket costs associated with any transfer of this Franchise Agreement shall be paid by either the transferor or by the transferee of the cable system, and shall be paid at the time the Village approves the transfer; provided that the payment shall not exceed One Thousand Dollars (\$1,000.00).

D. **Renewal of Franchise:** The Village and the Company shall follow the renewal procedure as required by applicable federal, state and local law.

Section 5: SERVICE TO FRANCHISE AREA:

- A. **Franchise Area:** The Franchise Area shall be the corporate limits of the Village as they exist now and throughout the term of the Franchise.
- B. **Service from Upgrade System:** The Company shall upgrade the cable system so that cable service from the rebuilt system is extended and can be provided to any dwelling unit that exists within the Franchise Area as of the effective date of this Franchise Agreement.
- C. **Extension of System:** After completion of the upgrade, the Company shall extend the system to and offer the services of the cable system to potential subscribers within any area of the Village, including subdivisions which are hereafter developed or annexed within the corporate limits of the Village, where there are at least a total of twenty (20) residential dwelling units with occupancy permits per cable plant mile.
- D. **Non-residential Service:** Company will make every effort to offer the commercial establishments within the Franchise Area cable service, provided that the installation is economically reasonable. The commercial establishment shall be responsible for the total cost of installation as determined by the Company. The commercial establishment that bears the initial cost of constructing an extension of the Cable Television System into its area will be allowed to recover such costs from future commercial subscribers using such extension.

Section 6: NOTICES: All notices between the parties shall be given as follows:

To the Village: Village of Willowbrook
 c/o Village Administrator
 7760 Quincy

Willowbrook, Illinois 60521

With copy to: Gerald Gorski
GORSKI & GOOD
211 South Wheaton Avenue, Suite 305
Wheaton, Illinois 60187

To the Company: General Manager
MediaOne of Northern Illinois, Inc. /AT&T Cable Services
2001 York Center
2100 S. York Road
Oak Brook, Illinois 60523

With copy to: Director Franchising & Government Affairs
MediaOne of Northern Illinois, Inc. /AT&T Cable Services
2001 York Center
2100 S. York Road
Oak Brook, Illinois 60523

All notices herein provided for shall be sent by registered or certified U. S. Mail, by Federal Express or similar overnight delivery service, or by personal delivery. Either party shall have the right, in writing, to change the address to which notice is sent.

Section 7: COMPLIANCE WITH STATE AND FEDERAL LAWS

- A. The Village and the Company shall at all times comply with all applicable laws and regulations of federal, state and local governments, or any administrative agencies thereof.
- B. In accepting this Franchise, the Company acknowledges that its rights hereunder are subject to the police power of the Village to adopt and enforce generally applicable ordinances as deemed necessary by the Village for the health, safety and welfare of the public, and it agrees to comply with all applicable general laws and ordinances enacted by the Village pursuant to such power.
- C. The parties acknowledge that the law governing this Franchise Agreement may change, and that the application of the law to this Franchise Agreement may be clarified by administrative or judicial decisions by federal or state courts and/or administrative agencies of competent jurisdiction. In the event that applicable federal or state law is changed or interpreted by a court of competent jurisdiction such that any of the material terms of this Franchise Agreement are or become invalid or unenforceable, the parties agree to negotiate in good faith to develop alternative provisions in the Franchise Agreement to carry out the original purpose and intent of this Franchise Agreement to the maximum extent possible, and to amend this Franchise Agreement accordingly so that the terms of this Franchise Agreement are valid. In the event that applicable federal or state law is changed or interpreted such that the Village would be lawfully permitted to exercise regulatory powers that are currently preempted thereunder, such as the powers to regulate rates and customer service standards, the Village shall have the right to exercise such regulatory powers and the parties agree to negotiate in good faith to amend this

Franchise Agreement to provide for the exercise of such regulatory powers.

- D. The express terms of the Village's Enabling Ordinance as it now exists will prevail over conflicting or inconsistent provisions in the Franchise Agreement, unless the Franchise Agreement expresses an explicit intent to waive or modify strict compliance with a requirement of the Village's Enabling Ordinance; provided, however, that no change in the Village's Enabling Ordinance made by the Village after the effective date of this Franchise Agreement shall amend the express provisions of this Franchise Agreement without the written consent of the Company. This Agreement constitutes a valid and enforceable contract between the parties, and neither party may take any unilateral action, which materially changes the explicit performance promised herein.

Section 8: SECURITY FUND:

On the effective date of the Franchise Agreement, the Company shall establish a permanent Security Fund with the Village in the amount of fifty thousand dollars (\$50,000) in cash, an irrevocable letter of credit, corporate surety bond or other instrument which complies with the requirements set forth in the Ordinance and approved by the Village Attorney, which approval shall not be unreasonably withheld. The Security Fund shall be maintained at the sole expense of the Company so long as any part of the System is located within the Public Ways of the Village.

- A. Purpose of Fund: The fund shall serve as security for the full and complete performance of the Ordinance and this Franchise Agreement, including payment of any costs, expenses, damages or loss the Village pays or incurs because of any act or omission attributable to the Company that constitutes a violation, default or failure to comply with the codes, ordinances, rules, regulations or permits of the Village, and the payment of any liquidated damage amounts, penalties, judgments, fees or taxes due the Village.
- B. Assessing the Fund: The Village may assess the Security Fund pursuant to the procedures set forth in Subsection C below in the following circumstances:
1. In the event of any default or failure of the Company, to pay any liquidated damages or fees due the Village and required pursuant to this Franchise Agreement in connection with the construction, operation or maintenance of the cable system and the provision of cable service within the Village.
 2. In the event the Village has incurred any out-of-pocket cost, expense, damage or loss because of any act or omission attributable to the Company that constitutes a violation, default or failure to comply with the requirements of this Franchise Agreement in connection with the construction, operation or maintenance of the cable system and the provision of cable service within the Village; but only to the extent that the amount of such out-of-pocket cost, expense, damage or loss is not greater than one thousand five hundred dollars (\$1,500.00).
- C. Notice to Company: Before any sums may be withdrawn from the Security Fund, the Village shall give not less than thirty (30) days written notice to the Company which shall:
1. Identify the amount that the Village contends is due as liquidated damages fees or out-of-pocket costs incurred by the Village as described in Subsection B.1 and B.2 above.
 2. Contain a plain statement of the alleged act, omission, default or failure to comply with the

requirements of this Franchise Agreement stating the default.

3. Provide the Company with an opportunity to review the Notice with Village Administrator or his/her designee.
 4. Provide the Company with an opportunity to first pay the amount, if any, due the Village.
 5. Provide the Company an opportunity to answer the notice, secure a hearing and obtain a written determination in accordance with the procedures set forth in Section 21 hereof.
- D. Undisputed Amounts: The Company shall promptly pay any undisputed liquidated damages, penalties, judgments, fees, taxes or amounts due the Village. If the Company fails to pay any undisputed amounts due the Village within thirty (30) days after written notice from the Village, the Village may withdraw the amount stated in the notice from the Security Fund.
- E. Restoring the Fund: The Company shall replenish the Security Fund within thirty (30) days after written notice from the Village that monies have been withdrawn from the fund, or if there is otherwise a deficiency in the amount of the fund.

Section 9: CONSTRUCTION AND COMPLETION SECURITY:

- A. Prior to commencing any work within Public Ways of the Village that exceeds twenty five thousand dollars (\$25,000.00) in value, the Company shall furnish the Village with a construction bond written by a corporate surety authorized to do business in Illinois, equal to one hundred percent (100%) of the estimated cost of the System, or portions of the System, to be constructed, modified, repaired, or replaced within the public ways of the Village or one hundred thousand dollars (\$100,000.00), whichever is less. The instrument shall be in a form acceptable to the Village.
- B. The construction security shall remain in force until sixty (60) days after substantial completion of the work, as determined by the Village Administrator or his designee, including restoration of Public Ways and other public or private property affected by the construction. After expiration of said sixty (60) day period, the construction security shall be released and the instrument shall be canceled.
- C. The construction security shall guarantee:
1. timely completion of construction;
 2. construction in compliance with applicable plans, permits, technical codes and standards;
 3. proper location of the facilities as specified by the Village; and
 4. restoration of the Public Ways and other property affected by the construction.
- D. During the upgrade of the cable system by the Company, it is agreed that the construction security shall be in the amount of fifty thousand dollars (\$50,000.00). To the extent that the amount of the construction security is inadequate, the Company unconditionally guarantees that the construction will be completed in accordance with the material requirements of this Franchise Agreement and the Ordinance.

Section 10: INDEMNIFICATION, LIABILITY AND INSURANCE:

- A. The Company shall defend, indemnify and hold the Village and its officers, agents and employees free and harmless from and against any and all claims, actions, suits, damages, costs,

expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, which may be incurred by them, asserted against them, or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or are connected in any way with the grant of this Franchise or the construction, installation, maintenance, operation or condition of the Company's cable system, except to the extent those damages, claims, awards and judgments arise from the sole negligence of the Village, its officers, agents and employees, including but not limited to:

1. Any negligent, tortuous or wrongful act or omission of the Company, and its officers, agents, employees, contractors or subcontractors resulting in personal injury, bodily injury, sickness or death to any person, or in loss or damage of any kind to the property of any person including the Company and its officers, agents, employees, licensees and invitees.
 2. Any negligent, tortuous or wrongful act or omission of the Company, and its officers, agents, employees, contractors or subcontractors resulting in damage to, loss of, destruction or unauthorized use of any trademark, trade name, copyright, patent or other intangible property rights of any person including libel, slander and invasion of privacy.
 3. Loss or damage of any kind related to Company's failure to comply with the provisions of the Ordinance, or of this Franchise Agreement, or of any federal, state or local law or regulation applicable to the Company or the cable system.
- B. The Company shall assume for its officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions in, on or about any public ways of the Village, except for latent conditions actually caused by the willful or negligent acts of the Village or its employees.
- C. The indemnity granted hereunder shall not extend to injuries, judgments or liabilities to the extent they arise out of the negligence or willful misconduct on the part of the Village, or its officers, agents or employees while acting on behalf of the Village.
- D. Except to the extent caused by the gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Village, or its officers, agents or employees while acting on behalf of the Village, the Village and its officers, agents or employees shall not be liable to the Company for any claims for damage to, or loss of, all or any part of Company's cable system arising out of any public work, public improvement, alteration of any municipal structure, change in the grade or line of any Public Way of the Village, the elimination, discontinuing or closing of any Public Way of the Village, or other exercise by the Village of its lawful authority over the Public Ways.
- E. The Company recognizes the Village's right to exercise its police powers over the Public Ways of the Village in case of fire, disaster or other emergency as reasonably determined by the Village. Notwithstanding the provisions in Paragraph D above, the Village shall not be liable to the Company for any damage to the Company's cable system or other property when such damage results from the exercise by the Village of its police powers in order to protect the public in case of fire, disaster or other emergency. When practicable, as determined by the Village, the Village agrees to consult with the Company prior to the exercise by the Village of such police power, where the exercise may affect the Company's cable system and to permit the Company to take necessary actions to protect the public and the Company's cable system or other property.

F. Insurance:

1. As a part of the indemnification provided by the provisions of this Section, but without limiting the foregoing, the Company shall upon award of the Franchise and prior to commencement of construction of the system, file with the Village Administrator, and at all times thereafter maintain in full force and effect at its sole expense, evidence of a policy or policies for the following:
 - a. **Commercial General Liability Insurance.** Comprehensive or Commercial general liability insurance, including, but not limited to, coverage for bodily injury, personal injury, and property damage shall be maintained at the sum(s) of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate.
 - b. **Business Automobile Liability.** Comprehensive automobile liability including, but not limited to, non-ownership and hired car coverage as well as owned vehicles with coverage for bodily injury and property damage, shall be maintained at the sum(s) of three million dollars (\$3,000,000) per accident.
 - c. **Property Loss.** Fire insurance with coverage for extended perils on the Franchise property used by the Company in the conduct of Franchise operations in an amount adequate to enable the Company to resume Franchise operations following the occurrence of any risk covered by this insurance.
 - d. **Workers Compensation Insurance.** In such coverage, with statutory limits as may be required by the State of Illinois.
2. The policy or policies shall specifically recognize and cover the indemnification provisions of the Ordinance and this Franchise Agreement. The Village and its officers, agents, and employees shall be named as an additional insured, and the policy or policies shall contain cross-liability endorsements. The insurance shall provide that the insurance provided by the company shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit shall be in excess thereof.
3. The insurer or insurers shall have Best Insurance Rating of at least A-, VII or the highest rating attributable to insurance carriers by a recognized rating agency and shall be authorized to write the required insurance, and shall be approved by the State of Illinois.
4. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. All certificate(s) shall contain the following endorsement:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 day prior written notice to the holder named on the certificate.”
5. In the event of the cancellation of any insurance policy required herein or upon the Company’s failure to procure the insurance, the Village shall have the right to terminate the Franchise Agreement or, alternatively, to procure such insurance and charge the cost thereof to the Company. The costs may be paid from the Security Fund established pursuant to this Franchise Agreement or from the construction security, or by any other means deemed

appropriate by the Village.

Section 11: TECHNOLOGICAL, SERVICE AND PERFORMANCE REVIEW:

Upon 30 days written notice, the Village can request a meeting or public review session with the Company for the purposes of discussing the technology and performance enhancements of the system. This meeting may include the discussion of new technology developments and the feasibility and applicability of the incorporation of such new technology developments into the existing Cable Communications System. In the event that such meetings and/or public review sessions identify new technology developments that could feasibly be incorporated into the Cable System in a commercially reasonable manner, the Company agrees to negotiate in good faith to amend this Franchise Agreement to provide for the incorporation of such new technology into the Cable System.

Section 12: REPORTS AND RECORDS:

- A. The Village shall require the Company to submit annual or monthly reports and records as required pursuant to the Village's Enabling Ordinance.
- B. Additional Information: The Company shall provide such additional information as the Village may reasonably require from time to time, provided such requests relate to matters within the scope of the Villages franchise or regulatory authority. The Company may reasonably require the execution of a confidentiality agreement by the Village before the inspection of any records containing privileged, confidential or proprietary information pursuant to Section 13-1-45(D) of the Ordinance.

Section 13: SYSTEM DESIGN:

- A. Subscriber Network:
 - 1. The Company shall construct a cable system with a forward bandwidth of at least 750 MHz and a fiber optic backbone design with fiber to the node architecture.
 - 2. The system shall have two-way interactive capacity on the subscriber network.
 - 3. The Company shall install equipment so that the headend is capable of providing at least eighty (80) NTSC video signals.
 - 4. The cable system shall have the capacity for audio services.
 - 5. The Company shall provide backup power for the cable system including but not limited to backup power supplies capable of providing eight (8) hours of power to the headend and two (2) hours of power to the cable system plant in the event of an electrical outage, with additional backup capacity provided by portable generators.
 - 6. The Company shall install electronic status monitoring equipment at locations consistent with the Company's engineering practices.
- B. Institutional Network: The cable system shall have the capacity to provide I-net services, carrying bi-directional voice, full motion video, audio and data communications. The Company agrees to cooperate with any Village planning process to explore I-Net communication needs of local government and educational institutions. The Company further agrees, upon the written request(s) of the Village, other units of local government and/or school districts, during the term of the franchise, to submit a good faith proposal for the design of an I-net between specified

local government buildings and/or schools; the construction of the required extensions to the cable system; the connection of such buildings and/or schools and installation of the necessary equipment; and the operation and maintenance of such I-net. Such proposal(s) shall be subject to the execution of a mutually agreeable contract or contracts between the Company and the governmental user(s).

- C. **Emergency Override:** The Company shall provide and physically maintain an emergency override system capable of providing an audio signal over all of the analog channels on the cable system. Control over such override shall be assigned to the Village and the audio signal shall be operable by the Village from remote locations. The Village agrees to indemnify and hold the Company harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such service.
- D. **FCC Technical Requirements:**
1. The Company shall construct and operate the cable system to comply with the FCC technical standards contained in Part 76, Subpart K of the Commissions rules and regulations, as updated and amended from time to time.
 2. The Company shall perform all tests necessary to determine compliance with the FCC technical standards. Tests shall include, at minimum, proof-of-performance tests required by FCC Rule Section 76.601 and such additional or repeat tests involving specified subscriber terminals as may be required to determine compliance with the FCC technical standards.
 3. Written records of test results shall be maintained at the Company's local office and made available for inspection by the Village, upon request.
- E. **Permitting and Inspection:**
1. The Company shall comply with all applicable federal, state and local rules, regulations and construction codes governing the construction, operation, maintenance and installation of the cable system, as such rules, regulations and codes are in force as of the time of the installation or other work.
 2. All construction, installation, restoration and maintenance work shall be subject to pertinent provisions of the Ordinance.
 3. All restoration shall be performed in accordance with the Ordinance. The Company is responsible for the acts or omissions of its contractors or sub-contractors.
 4. The Company shall not construct any facilities within the Village until it has secured all necessary plan checks and permits from the Village, and any other governmental body having jurisdiction. In any permit issued by the Village, the Village may impose any condition, restriction, or regulation, consistent with the Village codes and regulations, for the purpose of protecting any structures or facilities in the Public Ways of the Village, for the proper restoration of the Public Ways of the Village, for the continuity of pedestrian and vehicular traffic, and for protection of the public.
 5. All facilities constructed or installed within the Village shall be located and installed so as not to interfere with the proper and usual use of the Public Way and with existing public utility installations within the Public Way.
 6. The Company shall make reasonable effort to avoid major disturbances of street pavements,

sidewalks, alleys, public and private landscaping, and all other publicly or privately held properties or structures during all phases of construction and maintenance of the cable system within the Public Ways of the Village.

7. All cable passing under any roadway or public way shall be installed in conduit which has been augured, not open cut, under the roadways or public ways, unless the permit issued for the work contains an express waiver of this requirement and approval for an alternative installation.
8. The Village shall have the right to inspect all construction or installation work performed within the Village subject to the provisions of this Franchise Agreement or the Ordinance. Any tests of construction or installation work made by the Village shall be at the expense of the Village.
9. The Company shall be a member of J.U.L.I.E. (the Joint Utility Location Information for Underground Excavator), and shall be responsible for contacting J.U.L.I.E. or any successor agency for all of its construction and for responding in a timely manner to requests from J.U.L.I.E. or successor agency and the Village to locate its cables. The Company is responsible for accurately marking its plant in conformance with J.U.L.I.E. or successor agency standards.
10. The Company agrees to evaluate construction opportunities that may exist with locating previously aerial facilities into underground areas. This evaluation commitment will not obligate the company to change facilities into underground plant as the feasibility and financial impact of such a move will be determined by the company in making a decision to change existing or newly placed facilities.

Section 14: CONSTRUCTION SCHEDULE AND INSTALLATION STANDARDS:

- A. Construction Schedule: The upgrade of the cable system described in this Franchise Agreement shall be completed not later than December 31, 2000. The Company shall notify the Village that the system meets all requirements within thirty (30) days of system completion.
- B. System Construction Requirements and Standards: The Company shall comply with all the system construction requirements and standards as required in the Village's Enabling Ordinance.
- C. Installation Standards:
 1. All underground drops shall be buried a minimum of six (6) inches.
 2. A subscriber shall have the option to connect a standard drop to the dwelling unit by either:
 - a. Connection of the aerial drop to the dwelling unit at a minimum of twelve (12) feet above the ground level; or,
 - b. Attachment of the drop to the side of the utility pole and buried from the base of the utility pole to the dwelling unit.
 3. All temporary service drops, also known as snowdrops, shall be buried between March and December, unless the Company receives permission from the Village to delay burial.
 4. Weather permitting, the Company shall bury all temporary drops within fourteen (14) business days after placement.

5. Temporary drops will be buried by the Company as expeditiously as possible, and in no event will a drop which has been placed between November 15 of the prior year and March 1 of the current year be left unburied beyond May 1 of the current year.

D. Personnel: The Company is responsible for all of its personnel, including its contractors, agents, employees and subcontractors engaged in construction, maintenance and installation work. All employees working for the Company in the field shall carry identifications of the person at all time. All of the Company's vehicles, and any contractor or sub-contractor vehicles, shall be clearly identified as performing work for the Company.

Section 15: SUBSCRIBER SERVICES:

A. The Company agrees to provide, at a minimum, cable programming services in the following broad categories:

Children	Sports
Family oriented	Ethnic/Minority programming
Educational programming	Arts, culture and performing arts
News & Information	General Entertainment
High Speed Internet Access	Weather

B. From and after the completion of the rebuild of the System, the Company shall provide a minimum of seventy-seven (77)-activated channels. To the extent such a requirement is permitted by law, the Company must demonstrate activation of seventy seven (77) channels by submitting standard proof of performance signal certifications, meeting the Federal Communications Commission guidelines governing signal quality. The Company further agrees to use its best efforts to occupy the allotted minimum seventy-seven (77) channels with video/audio/data content.

C. Customer Service: The Company shall meet the customer service standards adopted by the Federal Communications Commission and, to the extent the same are more stringent, the customer service standards set forth in the Enabling Ordinance.

D. Requirement of a Local Business Office: The Company shall be required to maintain a local business office no further than ten (10) miles from the Franchise area. During normal business hours, the Company's office must be open and able to accept payments, exchange or accept return of converters or other cable equipment, and answer cable television inquiries. The Company shall also provide at least one (1) location within the franchise area where subscribers may drop off payments without postage.

Section 16: GOVERNMENT AND INSTITUTIONAL SERVICES:

A. The Company will provide and maintain without charge one standard System connection to each local government unit building and school building within the Franchise Area passed by the subscriber network. If any such institution declines such installation, the institution shall retain the right to request such installation at any time during the life of this Franchise Agreement.

B. The Company agrees to install within each local government unit building and school building at a location to be approved by the institution one service drop, and to provide the services described in section C below without charge.

- C. The Company agrees to provide at a minimum, the basic cable and CPST service, for the life of this agreement.

Section 17: PEG REQUIREMENTS:

- A. PEG Access Facilities and Equipment: The Company will make available to the residents of the Village for the life of the Franchise, PEG access studio facilities and portable equipment. These facilities must be located within 20 miles of the Village's corporate limits.

- B. PEG Access Channels:

- 1. Upon request(s) from the Village, based upon demonstrable community needs, the Company shall make the following PEG capital payments to the Village, for the use of the Village and/or the agency designated by the Village to operate public access programming for the Village, and to be expended for PEG access facilities and/or equipment to be utilized to develop and provide PEG programming to subscribers:

- a. Not more than Fifty Thousand Dollars (\$50,000.00), upon the written request of the Village made concurrent with, or within ninety days after the effective date of the Franchise.
 - b. Not more than Fifty Thousand Dollars (\$50,000.00), upon the written request of the Village made at any time between the third and the sixth anniversary of the effective date of the Franchise.
 - c. Not more than Fifty Thousand Dollars (\$50,000.00), upon the written request of the Village made at any time after the sixth anniversary of the effective date of the Franchise.

In each case, the PEG capital payment(s) to the Village shall be paid in installments over a period of twelve (12) months, or such longer period as may be necessary to cap the monthly subscriber PEG capital external charge at not more than One Dollar (\$1.00) per subscriber per month (unless some other period is agreed in writing by and between the Village and the Company), and the Company shall commence the addition of said external charge to each subscriber's bill, without mark-up, within One Hundred Twenty (120) days of the Village's request. The Company shall make such PEG capital installment payments at the same times and in the same manner as franchise fee payments are made, from the external charges so collected. All PEG capital external charges collected from subscribers pursuant to this subsection shall be paid to the Village

- 2. The Village, or its agency designated to operate public access programming, shall be responsible for establishing and enforcing rules for use of the PEG Access channels.

- 3. The Company may not exercise any editorial control over the content of programming on the designated PEG access channels, except as provided by federal law.

Section 18: LEASING:

- A. Leased Access: The Company shall provide leased access channels as required under the Cable Act.
- B. Lease of System Capacity: The Company shall endeavor to notify the Village at the time it leases capacity on the cable system to other entities for the purpose of selling or reselling telecommunications service. Notification shall include the identity of the leasing party and the purpose of the lease.

Section 19: FRANCHISE FEES:

- A. The Company shall pay to the Village a Franchise Fee in an amount of five percent (5%) of the Company's annual gross revenues. The Franchise fee shall be paid on a quarterly basis according to the following schedule: January 1, April 1, July 1, and October 1 of each year. Payment shall be made to the Village before the thirtieth (30th) day following the end of each month, stated above.
- B. Each payment shall be accompanied by a verified statement of revenue received for the quarter in connection with the operation of the Company's cable system in the Village and a report showing the basis for computation of fees including the following information:
 - 1. All gross revenues derived from the cable system as defined in the Ordinance and this Franchise Agreement;
 - 2. Identification by type of all revenue categorized as "other".
- C. In the event, the Company provides a more detailed report to any municipality on a regular basis a more detailed report format shall be submitted to the Village.
- D. The financial statement shall be signed by the Company's controller, or other employee knowledgeable of the accuracy of the figures used in the computation and the corresponding payment to the Village.
- E. Any Franchise Fee which remains unpaid in whole or in part after the date specified in the Ordinance shall be delinquent and shall thereafter accrue interest at an annual rate of twelve percent (12%) or two percent (2%) over prime lending rates quoted by BankOne, whichever is higher, computed daily from time due until paid.

Section 20: LIQUIDATED DAMAGES:

- A. Amounts: Because the Company's failure to comply with or to perform certain obligations under the Ordinance or this Franchise Agreement, or its failure to do so in a timely manner, may result in damage to the Village that is difficult to determine, the Village and the Company agree to the following liquidated damages as the liquidated sum or sums to be reasonably paid in light of the anticipated loss caused by or resulting from the specified violation, default and resulting injury:
 - 1. Failure to provide data, documents, applications or reports, including financial reports, to the Village, or any other organization exercising Franchise jurisdiction over the Company's cable system and cable services.
 \$25.00/day or any part thereof until filed.
 - 2. Failure of Company to provide or maintain required insurance coverage.
 \$50.00/day from time insurance lapsed until policy is reinstated, but not more than \$100.00 for failure to provide evidence of required insurance.
 - 3. Failure of Company to maintain required bonds, letters of credit or security fund.
 \$50.00/day from time due.
 - 4. Failure of Company to complete upgrade of the Residential Subscriber Network within the time specified in this Franchise Agreement, unless the delay has been approved by the Village or as a result of strike, Act of God or War.

..... \$150.00/per day until construction of the residential subscriber network has been completely upgraded.

5. Failure of Company to provide the FCC customer services or any other specifically related requirements as specified in the Enabling Ordinance.

..... \$50.00 per day.

6. Failure to complete required restoration of Public Ways disturbed by the Company or its contractors, unless delay has been approved by the Village or as a result of strike, Act of God or War.

..... \$50.00/day until restoration is completed.

7. Failure of the Company to comply with construction, operation, or maintenance standards for the cable system as required in the Enabling Ordinance and this Franchise Agreement.

..... \$150.00 per occurrence per day.

- B. **Accrual of Liquidated Damages:** Unless otherwise specified in this Franchise Agreement, liquidated damages accrue from the date written notice of the violation is given.
- C. **Assessment of Liquidated Damages:** Before assessing liquidated damages against the Company, the Village shall give written notice to the Company, and an opportunity to cure the violation as provided in the Enabling Ordinance.
- D. **Effect on Company's Franchise Duties:** The assessment and collection of liquidated damages shall not affect the Company's obligation to comply with the provisions of this Franchise Agreement, the Enabling Ordinance or applicable law.
- E. **Other Remedies:** If the Village elects to assess liquidated damages, such election shall constitute the exclusive remedy for a period of thirty (30) days. Thereafter, if the Company remains in non-compliance with the requirement of this Franchise Agreement or the Ordinance, the Village may pursue any available remedy.

Section 21: FRANCHISE VIOLATION; NOTICE AND PROCEDURES:

The Company shall be subject to and comply with provisions of the Enabling Ordinance regarding franchise violations during the term of this Franchise.

Section 22: FRANCHISE REVOCATION AND TERMINATION:

The Company shall be subject to the provisions of the Enabling Ordinance regarding revocation or termination of the Franchise in the event of any substantial breach of this Franchise Agreement or default in performance of the Company's performance of this Franchise.

Section 23: MISCELLANEOUS PROVISIONS:

- A. **No Waiver:** The failure of the Village or the Company on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, the Ordinance, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a breach is not a waiver of any other breach. Nothing in this Franchise Agreement shall be construed as limiting any judicial remedies that the Village may have, at law or in equity, for enforcement of this Franchise Agreement or the Ordinance.

- B. **Severability:** If any section, subsection, sentence, clause, phrase, or provision of this Franchise Agreement is for any reason held to be unconstitutional or invalid as conflicting with any federal, state or local law rule or regulation now or hereafter in effect by any federal or state court, or administrative or governmental agency of competent jurisdiction, including but not limited to the FCC, or is held by such court or agency to be modified in any way to conform to the requirements or any such law, rule or regulation, such provision shall be deemed a separate, distinct and independent part of this Franchise Agreement, and such holding shall not affect the validity of the remaining parts of this Franchise Agreement, which shall be applied and construed as reasonably as possible in the absence of the invalidated provision.
- C. **Company's Inability to Perform:** In the event the Company's performance of any of the terms, conditions, obligations, or requirements of the Ordinance or this Franchise is prevented or impaired by a cause or event beyond the Company's reasonable control, the inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided, however, that the inability to perform shall not relieve the Company from the obligations pertaining to refunds and credits for interruptions in service. For the purpose of this Section, causes or events not within the control of Company shall include without limitation acts of God, strikes, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires or other events beyond the Company's control, but shall not include financial inability of the Company to perform or failure of the Company to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Company, or the failure of the Company to secure supplies, services or equipment necessary for the installation, operation, maintenance or repair of the cable system where the Company has failed to exercise reasonable diligence to secure such supplies, services or equipment.
- D. **No Recourse Against the Village:** The Company shall have no recourse whatsoever against the Village or its officials, boards, commissions, agents, or employees for any loss, costs, expense, or damages arising out of any provision or requirement of the Ordinance or Franchise Agreement.
1. The Company expressly acknowledges that in executing this Franchise Agreement and accepting the right, privilege and Franchise granted pursuant to the Ordinance, it relied upon its own investigation and understanding of the power and authority of the Village.
 2. By the execution of this Franchise Agreement and acceptance of the Franchise, the Company agrees it will not at any time set up against the Village in any claim or proceeding any provision, condition or term of the Ordinance or this Franchise Agreement as unreasonable, arbitrary or void or that the Village had no power or authority to make such provision, term or condition as part of or pursuant to the Ordinance, except as to those matters preempted by federal or state law.
- E. **Acknowledgments by the Company:** The Company expressly acknowledges the following:
1. The Company acknowledges by acceptance of the grant of the Franchise, that it has carefully read and considered the terms and conditions of the Ordinance and this Franchise Agreement and accepts all of the terms and conditions and agrees to abide by the same.
 2. The Company acknowledges that it has carefully read the terms and conditions of the

Ordinance and this Franchise Agreement and expressly waives any claims that any provisions are unreasonable or arbitrary or void, or that the Village had no power or authority to make the provision, term or condition as part of or pursuant to the Ordinance or this Franchise Agreement except as to those matters which are preempted by federal or state law.

3. The Company acknowledges that it has not been induced to accept the Franchise by any promise, oral or written, by or on behalf of the Village or by any third person, regarding any term or condition of the Ordinance or this Franchise Agreement not expressed herein.
 4. The Company represents that no promise or inducement, oral or written, has been made to any Village employee, agent or official regarding receipt of this Franchise.
- F. Enforcement: Except as to any matter within the exclusive jurisdiction of the federal courts, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Franchise Agreement shall be brought in the Circuit Court of the Eighteenth Judicial District of the State of Illinois, DuPage County, Illinois. With respect to any matter within the exclusive jurisdiction of the federal courts, such matter shall be brought in the United States District Court of the Northern District of Illinois. Except as otherwise required by applicable federal law, this Franchise Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- G. If the Grantee offers any additional programming or services above and beyond those provided for herein to any other Village in the WHBC negotiating consortium (Willowbrook, Hinsdale, Burr Ridge and Clarendon Hills) Grantee shall immediately offer the same service to the Village herein.

H. Entire Agreement: This Agreement, together with the documents and exhibits referred to herein, constitutes the entire Agreement among the parties pertaining to the subject matter of this Franchise Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussion of the parties, whether oral or written, and there are no representations or other agreements among the parties except as specifically set forth herein. No waiver, amendment or modification of this Franchise Agreement shall be binding unless executed in writing by the party to be bound by it.

Accepted By:

MediaOne of Northern Illinois, Inc.

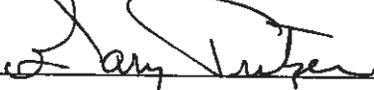
BY: 

TITLE: VICE PRESIDENT

DATE: 5-22-00

ATTEST: _____

Village of Willowbrook

BY: 

TITLE: Village President

DATE: May 8, 2000

ATTEST: Patrick T Spatafore

Comcast Franchise Agreement Template – October 19, 2010
This Template is accompanied by Drafters' Notes. Please consult the Notes as you review the Template.

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY/COUNTY/VILLAGE OF _____
And
COMCAST OF (Insert Legal Entity)

This Draft Renewal Franchise Agreement is the result of discussions between the Metropolitan Mayors Caucus and Comcast, and is being submitted for discussion purposes under the informal process pursuant to 47 USC 546 (h).

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City/County/Village of _____, Illinois (hereinafter, the "City/County/Village") and _____, (hereinafter, "Grantee") this ____ day of _____, _____ (the "Effective Date").

The City/County/Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

[Non-Home Rule] This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal/Counties Code, as amended from time to time; provided that any provisions of the Illinois Municipal/Counties Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

[Home Rule] This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the City/County/Village's home rule powers, and the Illinois Municipal/Counties Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal/Counties Code, as amended from time to time; provided that any provisions of the Illinois Municipal/Counties Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable Service” or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City/County/Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City/County/Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean _____.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City/County/Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Red. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City/County/Village.

“Public Way” shall mean, pursuant and in addition to the City/County/Village’s Right of Way Ordinance (insert citation here), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City/County/Village in the Franchise Area, to the extent that the City/County/Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City/County/Village. Public Way shall not include any real or personal City/County/Village property that is not specifically described in this definition and shall not include City/County/Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“City/County/Village” means the City/County/Village of _____, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) [*for counties*, “55 ILCS 5/5-1095(a)”] of the Illinois Municipal/Counties Code, [*for Home Rule only*, add “the Illinois Constitution,”] and Ordinance No. _____, the City/County/Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be _____ () years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City/County/Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City/County/Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City/County/Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City/County/Village, or (C) be construed as a waiver or release of the rights of the City/County/Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City/County/Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11 [*for Counties*, “55 ILCS 5/5-1095”].

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City/County/Village proposing to serve the Franchise Area, in whole or in part, the City/County/Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title/Chapter ____, entitled “____,” of the _____ of the City/County/Village of _____ as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City/County/Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the City/County/Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City/County/Village in conducting inspections related to these standards upon reasonable prior written request from the City/County/Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City/County/Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City/County/Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City/County/Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City/County/Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the City/County/Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City/County/Village to the City/County/Village on an annual basis. The City/County/Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City/County/Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The City/County/Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Article _____/Chapter _____ of the _____ Municipal Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City/County/Village

5.1. Franchise Fees. The Grantee shall pay to the City/County/Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, computed from time due until paid.

Any undisputed overpayments made by the Grantee to the City/County/Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City/County/Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City/County/Village to increase the Franchise Fee above five percent (5%), the City/County/Village shall hold a public hearing and determine if the City/County/Village should collect the additional amount. Following the determination, the City/County/Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City/County/Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the City/County/Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the City/County/Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City/County/Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City/County/Village pursuant to the Cable Act, and Section 11-42-11 [*for Counties*, "Section 5-1095"] of the Illinois Municipal/Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City/County/Village approves the amendment by ordinance; and (c) the City/County/Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City/County/Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal/Counties Code at 65 ILCS 5/11-42-11.05 [*for Counties*, "55 ILCS 5/5-1095.1 for Counties"] (Municipal/County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City/County/Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City/County/Village that have a need to know in

order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City/County/Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City/County/Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City/County/Village from and against any claims arising from the City/County/Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City/County/Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City/County/Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City/County/Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City/County/Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City/County/Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City/County/Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City/County/Village has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City/County/Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City/County/Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City/County/Village certificates of insurance in accordance with Title _____/Chapter _____ of the _____ Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City/County/Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Grantee constructing and operating its Cable System within the City/County/Village. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The City/County/Village shall give the Grantee timely written notice of its obligation to indemnify and defend the City/County/Village after the City/County/Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City/County/Village. If the City/County/Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City/County/Village shall be the responsibility of the City/County/Village.

7.2.1. The Grantee shall not indemnify the City/County/Village for any liabilities, damages, costs or expense resulting from any conduct for which the City/County/Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City/County/Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

[TO BE DETERMINED BASED ON DISCUSSIONS WITH INDIVIDUAL MUNICIPALITIES REGARDING LOCAL NEEDS AND INTERESTS.]

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City/County/Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City/County/Village's written notice: (A) to respond to the City/County/Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City/County/Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City/County/Village determines that the Grantee is in default of any material provision of the Franchise, the City/County/Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City/County/Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City/County/Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City/County/Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City/County/Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City/County/Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City/County/Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City/County/Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City/County/Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the City/County/Village as Title ___/Chapter ___ of the _____ Municipal Code; and, pursuant to Section 3.1 of this Franchise Agreement and Title ___/Chapter ___ of the _____ Municipal Code, to enforce the Grantee's compliance with the City/County/Village's requirements regarding "Construction of Utility Facilities in the Rights-

Of-Way.” Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City/County/Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City/County/Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City/County/Village:

To the Grantee:

Comcast

_____, Illinois _____

ATTN:

ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City/County/Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the

provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City/County/Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, [insert name of your county] County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City/County/Village and the Grantee, which amendment shall be authorized on behalf of the City/County/Village through the adoption of an appropriate ordinance or resolution by the City/County/Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good

faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City/County/Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City/County/Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City/County/Village of _____:

For _____:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 14-R-_____

A RESOLUTION APPOINTING THE VILLAGE ADMINISTRATOR AS THE VILLAGE'S DESIGNATED REPRESENTATIVE DURING NEGOTIATIONS WITH COMCAST CABLE ON A FRANCHISE AGREEMENT RENEWAL AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ACCEPT AND EXECUTE A PROPOSAL FOR LEGAL SERVICES RELATING TO THE NEGOTIATION PROCESS –
KLEIN, THORPE & JENKINS, LTD.

WHEREAS, on May 12, 1986 the Village of Willowbrook adopted Resolution No. 86-R-12 granting a cable television franchise to Media One of Northern Illinois, Inc. (as successor to Continental Cablevision Acquisitions of Northern Illinois, Inc., and referred to as "Media One") to allow the installation, maintenance and operation of a cable television system within the Village of Willowbrook and to provide cable television services to persons, firms, and entities within the Village. Said Agreement having a term of fifteen (15) years; and,

WHEREAS, on May 8, 2000 the Village of Willowbrook passed Ordinance No. 00-R-30 granting a non-exclusive cable television franchise agreement renewal with Media One of Northern Illinois having a term of fifteen (15) years; and

WHEREAS, on June 24, 2002 the Village of Willowbrook passed Ordinance No. 02-R-45 consenting to the change of control of the cable television franchise serving the Village of Willowbrook, Illinois, from AT&T Corporation to AT&T Comcast Corporation; and

WHEREAS, in 1986, the Village's of Willowbrook, Hinsdale, Burr Ridge, and Clarendon Hills (collectively referred to as the "WHBC Village's") concurrently granted their respective initial franchises pursuant to substantially identical enabling ordinances passed, and franchises entered in that year. In 2000, the WHBC Village's did jointly negotiate a franchise renewal agreement with Comcast Cable and granted their respective franchise renewals pursuant to enabling ordinances, and franchises entered in that year; and

WHEREAS, the WHBC Village's believes it to be in the best interests of their respective communities to again jointly negotiate a franchise agreement renewal with Comcast Cable prior to the expiration date of the current agreements, which for Willowbrook is May 8, 2015.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION ONE: The Village Administrator is hereby appointed as the Village's designated representative during negotiations with Comcast Cable on a franchise agreement renewal, and is authorized to commence said negotiations jointly with representatives from the Village's of Hinsdale, Burr Ridge, and Clarendon Hills.

SECTION TWO: by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator be and the same is hereby authorized to accept and execute a proposal from Klein, Thorpe & Jenkins, Ltd., a copy of which is attached hereto as "Exhibit A", which is by this reference expressly incorporated herein, for legal services relating to the franchise agreement renewal negotiation process as detailed within the proposal, the cost of which will be split between the WHBC Village's.

ADOPTED and APPROVED this 22nd day of September 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



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Chicago, Illinois 60606-2903
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15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

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sfuhler@ktjlaw.com

www.ktjlaw.com

Via Email Transmission: sstricker@burr-ridge.gov
Steve Stricker
Village Administrator
Village of Burr Ridge
7660 S. County Line Road
Burr Ridge, Il.



Re: Review/Negotiation of Model Comcast Franchise Agreement

September 12, 2014

Background

We are very familiar with and have reviewed the Comcast standard franchise agreement. In 2010, Greg Smith in our office worked with the Metropolitan Mayor's Caucus ("MMS") in negotiating the template Comcast franchise agreement. As part of that project, Greg attended approximately a half dozen meetings with Comcast and the MMC in assisting the DMS in coming to final terms on a template agreement. Since 2010, Greg has negotiated and closed out ten franchise agreements for various clients represented by Klein, Thorpe & Jenkins.

Proposal

We would propose the following process for the review and negotiation of new franchise agreements for a consortium of clients with expiring contracts with Comcast:

1. Gather information from each client regarding their goals for the new Comcast franchise agreement, including trouble areas from the staffs' and elected officials' perspectives.
2. Gather information from each client regarding their Public Educational and Governmental ("PEG") programming currently, if any, and future plans, if any.
3. Provide Comcast with a standard agreement for the consortium, excluding PEG provisions. We can negotiate PEG provisions separately for each client based on the needs and plans of each client.
4. Negotiate and finalize the standard agreement for the consortium.
5. Provide Comcast with PEG provisions for each of the consortium members.
6. Negotiate and finalize the PEG provisions.
7. Provide each client with a final Comcast franchise agreement, an ordinance for approval, and a memorandum for Board packets outlining the major terms of the franchise agreement.

Our experience with these negotiations in the past is that the negotiation of a single client franchise agreement from beginning to end, has typically involved legal fees as low at times as \$1,500, up to approximately \$3,000, depending on the number of conference calls and/or meetings needed to complete negotiations with Comcast. Some clients have settled their franchise agreement with no conference calls or meetings needed, others require more involved or extensive phone negotiations and/or face to face meetings, which would result in some increase in cost. We are able to handle the work at an hourly rate of \$200/hour.

During any negotiations, the current franchise agreements with Comcast will continue in effect even if the term of the franchise agreement lapses.

Relative to the arrangement between and among the communities, you will have to let us know if you are contemplating an intergovernmental agreement; a joint fee arrangement (with legal fees, other than for PEG provisions, being shared equally by the municipalities) or individual community fee arrangements, with agreements tailored to each community, with Greg contemporaneously handling the negotiation of each one, but obviously streamlining the process for each community by negotiating the basic agreement for all four municipalities. Generally, the PEG provisions are negotiated separately for each community.

We appreciate the opportunity to work on this project. If you have further questions regarding the above, please do not hesitate to contact me or Greg directly. Greg can be reached on his cell phone at (708) 707-3685.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

A handwritten signature in cursive script, appearing to read "Scott F. Uhler".

Scott F. Uhler

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AGENDA NO. **9**

AGENDA DATE: 9/22/14

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBERS 3 AND 4 – DRYWALL REPAIRS AND HVAC DUCT REVISIONS– VILLAGE HALL RENOVATION PROJECT, AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDERS

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

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, etc.)

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, CMU and brick placement, light gauge steel framing, excavation for underground plumbing, ordering of the elevator, and rough-in of various utilities.

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

The following change orders represent a total increase in the contract in the amount of \$17,621.72. The following is a summary of the nature of the required change order:

C.O. #	TYPE	AMOUNT (+ OR -)	EXPLANATION
3	Addition	\$11,316.00	Most of the interior walls within the existing building were covered with vinyl wallcovering. The new office areas will be painted drywall. When the old vinyl wallcovering was removed throughout the building during the demolition process, much of the drywall surface came with it. In addition, water damage to drywall was found in the lower level. Cost is to skimcoat all drywall surface areas where needed and replacement of select areas of drywall that cannot be skimcoated due to deteriorated conditions.
4	Addition	\$6,305.72	Existing HVAC ducts run through fire rated stairway enclosure in violation of fire codes. This condition was identified on the second round code review process, after project bids were received and a contract was awarded. Cost is to re-locate ducts around stairway (80 LF). Due to circumstances, the total cost of this work was shared 50%/50% with the general contractor.

Staff recommends that the resolution authorizing the above change orders as presented be adopted. Since the completion of this work was necessary to allow other work to continue without delay, the mayor was consulted and it was agreed that the change orders be accepted and ratified by the Village Board after-the-fact. Therefore, change order #3 was accepted on September 5, 2014, and change order #4 was accepted on September 11, 2014 by Administrator Halik.

ACTION PROPOSED:

Adopt resolution, which will serve to accept the change orders and ratify and confirm the Administrator's prior acceptance of the change orders.

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBERS 3 AND 4 – DRYWALL REPAIRS AND HVAC DUCT REVISIONS – VILLAGE HALL RENOVATION PROJECT, AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDER

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized to execute project change order number 3, attached hereto as Exhibit "A" and made a part hereof, in the amount of \$11,316.00 for drywall repairs, and project change order number 4, also attached hereto as Exhibit "B" and made a part hereof, in the amount of \$6,305.72 for HVAC duct revisions, both change orders being part of the Village Hall renovation project. In addition, it is hereby authorized that the Village Administrator's prior execution of said change orders be and the same is hereby ratified and confirmed.

ADOPTED and APPROVED this 22nd day of September, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



ARCHITECT'S CHANGE ORDER

Project: Village of Willowbrook
Village Hall Remodel

Change Order No.: 03

Change Order Date: 4 September 2014

To: FBG Corporation
1015 S. Route 83
Elmhurst, IL 60126
Attn: Abe Assaf

Project No.: 2014-002
Contract For: General Construction
Contract Date: July 14, 2014

You are directed to make the following changes in this Contract:

Tape and skim coat existing drywall damaged by removal of wallcovering as needed, per attached Change Order proposal #8 by FBG Corporation, dated 28 August 2014.

The original Contract Sum was	\$	1,431,580.00
Net Change by previous Change Orders	\$	47,108.74
The Contract Sum prior to this Change Order	\$	1,478,688.74
The Contract Sum will be increased by this Change Order.....	\$	11,316.00
The new Contract Sum including this Change Order will be	\$	1,490,004.74
The Contract Time will have no change		No change
The Date of Completion as of the date of this Change Order therefore is		14 November 2014

Williams Architects
500 Park Boulevard, Suite 160
Itasca, IL 60143

FBG Corporation.
1015 South Route 83
Elmhurst, IL 60126

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

By *Scott Malach*
Date 9/4/2014

By *Abe Assaf*
Date 9-5-2014

By *Tom Held*
Date 9.5.14

CHANGE ORDER # 8

FBG Corporation

1015 South Route 83

Eimhurst, IL 60126

Voice (630) 941-4700

FAX (630) 941-7799

Williams Architects

To: Scott Morlock

500 Park Blvd

Suite 800

Itasca, IL 60143

Project Name		Willowbrook Village Hall Renovation		
Change order #		8		
Sub contractor Name		FBG		
Architects project NO		2014-002		
Date	8/28/2014			
Item #	SPEC.#	Description	%	Amount
A	92900	Unforeseen damaged drywall repair		
1		See Attachment # 1		\$ 9,600.00
		Total 1		\$9,600.00
		Bond Cost	2.50%	\$240.00
		Total 2		\$9,840.00
		Mark up	15.00%	\$1,476.00
		Sub Total		\$11,316.00

Action		
Approved	<i>Abo Aboaf</i>	<i>8/28/2014</i>
Approved as Noted		
Revise and Resubmit		
Rejected		

Abe Assaf

0.028
ATTACHMENT #1

From: issarmando@aol.com
Sent: Friday, August 22, 2014 4:10 PM
To: Abe Assaf
Subject: willowbrook

AROC CONSTRUCTION

1922 Whispering Oaks Sugar Grove, IL 60554
(630) 229 - 7969 issarmando@aol.com

PROPOSAL

August 22, 2014

FBG CORPORTION
1015 S. Route 83
Elmhurst, IL 60126

ATTN: Abe Assaf

PROJECT: Willowbrook Village Hall

SCOPE OF WORK: Patching and Taping on Walls

Patch holes and cracks on Drywall with Durabond, Tape and skim coat necessary drywall as needed.

MATERIALS - \$ 1,100.00

LABOR - \$ 8,500.00

TOTAL PRICE: \$ 9,600.00

Per Site Visit, All Labor and Material included, All work to be done in a Professional Manor.
If you have any questions or need more information please do not hesitate to call me at
630.229.7969.

Thank you
Armando Holguin



ARCHITECT'S CHANGE ORDER

Project: Village of Willowbrook
Village Hall Remodel

Change Order No.: 04

Change Order Date: 8 September 2014

To: FBG Corporation
1015 S. Route 83
Elmhurst, IL 60126
Attn: Abe Assaf

Project No.: 2014-002
Contract For: General Construction
Contract Date: July 14, 2014

You are directed to make the following changes in this Contract:

Demolish existing ductwork running thru existing stair enclosure. Install new ductwork around existing stair enclosure. All per Field Order #1, dated 30 July 2014.

Negotiated to be paid 50% by Village of Willowbrook.

The original Contract Sum was	\$	1,431,580.00
Net Change by previous Change Orders	\$	58,424.74
The Contract Sum prior to this Change Order	\$	1,490,004.74
The Contract Sum will be increased by this Change Order.....	\$	6,305.72
The new Contract Sum including this Change Order will be	\$	1,496,310.46
The Contract Time will have no change		No change
The Date of Completion as of the date of this Change Order therefore is		14 November 2014

Williams Architects
500 Park Boulevard, Suite 160
Itasca, IL 60143
By [Signature]
Date 9/8/2014

FBG Corporation.
1015 South Route 83
Elmhurst, IL 60126
By Abe Assaf
Date 9-11-2014

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
By [Signature]
Date 9-11-14

CHANGE ORDER # 9

FBG Corporation
 1015 South Route 83
 Elmhurst, IL 60126
 Voice (630) 941-4700
 FAX (630) 941-7799

Williams Architects
 500 Park Blvd
 Suite 800
 Itasca, IL 60143

To: Scott Morlock

Project Name		Willowbrook Village Hall Renovation		
Change order #		9		
Sub contractor Name		Quality Mechanical		
Architects project NO		2014-002		
Date	9/7/2014			
Item #	SPEC.#	Description	%	Amount
A	233113	HVAC ADD. Per Revised Drawing 7/30/2014		
1		! /2 the cost the original C.O.# 9		\$ 6,305.72
		Total 1		\$6,305.72
		Bond Cost	0.00%	\$0.00
		Total 2		\$6,305.72
		Mark up	0.00%	\$0.00
		Sub Total		\$6,305.72

Action		
Approved	<i>Abe Asraf</i>	<i>9/7/2014</i>
Approved as Noted		
Revise and Resubmit		
Rejected		

QMI QUALITY MECHANICAL

I N C O R P O R A T E D

INSTALLATION AND SERVICE OF HEATING, VENTILATION, AIR CONDITIONING, REFRIGERATION AND PROCESS SYSTEMS

TITLE:	Change Order Request/Field Order # 1 Drawings	CHANGE ORDER REQUEST
		NO. 1
PROJECT:	HVAC	DATE: 08/28/2014
		JOB: C-2358
TO:	Attn: Abe Assaf FBG Corporation 1015 South Route 83 Elmhurst, IL 60126 Phone:630-941-4700 Fax:630-941-7799	CONTRACT/PO: C-2358

DESCRIPTION

After Review of Field Order #1 Drawings dated July 30th, 2014 we
 Will Provide Additional Sheet Metal Ductwork Demolition.
 Will Provide and Install Additional Sheet Metal Ductwork.
 Will Provide and Install Additional Insulation.

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Demo Labor		8.000 Hrs	90.00	720.00
2	800# Ductwork material		1.000	3,360.00	3,360.00
3	Ductwork Labor		32.000 Hrs	90.00	2,880.00
4	Insulation		1.000	1,250.00	1,250.00
5	Trucking		3.000 Hrs	65.00	195.00
6	Clean up and General conditions		1.000	864.00	864.00
7	Mark Up (15%)		0.150 %	9,269.00	1,390.35
Item Total:					\$10,659.35
Total:					\$0.00
Total:					\$10,659.35

APPROVAL

By: _____
 Sal Rocha

By: _____

Date: _____

Date: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON AUGUST 15, 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 and Commissioner Joseph Heery. Also present were Chief of Police Mark Shelton, Village Administrator Tim Halik, and Recording Secretary Cindy Stuchl.

ABSENT: Secretary Stephen Landsman.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. OMNIBUS VOTE AGENDA

- a. Review and Approve Minutes of June 20, 2014 (APPROVE)

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

Administrator Halik advised that the construction of the new Village Hall is underway. Demolition began on July 23rd. The project is currently on schedule to be completed in late November.

6. UNFINISHED BUSINESS

- a. Follow Up - Probationary Officer Agreement

Administrator Halik stated that he had spoken to the Labor Attorney about this agreement. The Labor Attorney advised that

he is aware of these agreements; however, since they impact the terms and conditions of employment, these agreements are a mandatory subject of bargaining. Administrator Halik advised that the current police contract is mid-term and would not reopen it for this agreement.

Administrator Halik reviewed the agreement with the Mayor and both agree that this issue should not be pursued during the next round of negotiations.

Commissioner Heery stated that this agreement would restrict a person's ability to move and that the Village should ensure that the conditions to work for Willowbrook are such that a person would not wish to move.

Chairman Schuler stated that he did not like how the agreement was written. Chairman Schuler indicated that the amount of money that the Village would be able to recoup would not benefit the amount of time and manpower it would take to collect. Chairman Schuler stated that an alternative to the agreement would be to get a pledge from the applicant that they understand that the Village is looking for a long-term relationship.

Commissioner Heery related that a pledge will not really do anything for you except that it raises awareness in the mind of the applicant. Commissioner Heery stated that he should be allowed to move freely in any job and not be restricted.

Chairman Schuler stated that through the application process have a provision that if the applicant is hired, that they remove themselves from other department lists. Chief Shelton stated that if he was an applicant, he would not apply for that department.

Commissioner Heery stated that it is unusual to tell a person that you have to pledge to stay with the Village. Chairman Schuler stated that the person has a choice to not apply. Commissioner Heery stated that we could be eliminating a lot of good candidates.

Commissioner Heery related that policies and procedures should not be changed just because one person has left.

Administrator Halik advised that he will get some answers to questions that were raised and discussion can continue at the next BOPC meeting.

7. NEW BUSINESS

a. Update - Current New Officers

Chief Shelton advised that Officer Dylan Trainor will complete his 18-month probation period in October. Officer Jose Lopez is doing well. Officer Christine Danan is in her 5th week at the Academy and is also doing well.

b. Officer Resignation - Joel Rudnick

Chief Shelton stated that Officer Rudnick's last day on the road was Tuesday, August 12th. He is currently on military leave and his official last day is August 20th. During Officer Rudnick's exit interview, he only had positive comments to say about the Department.

c. Discussion - New Patrol Officer Eligibility List

Chief Shelton indicated that the Number 9 applicant on the current eligibility list will be taking his polygraph test today. There is an academy slot scheduled for September 29th. The background on the next two candidates has been started.

Administrator Halik advised that Chief Shelton has suggested that two replacement officers be hired at this time due to a retirement that will be occurring in February 2015. This will allow the new hire to be trained and on the road when the retirement occurs. If we wait to hire an officer until after the retirement, the next academy date will not be until March 2015. Administrator Halik stated that if the BOPC is in agreement, at the next Village Board meeting, an ordinance amendment will be brought forth to make a temporary change the composition of the department from 18 to 19 officers just until the retirement date, and there would also be a resolution to authorize the BOPC to hire two officers.

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to accept the Village Administrator's recommendation to authorize the hiring of two patrol officers subject to approved by the Village Board and the ordinance to temporarily modify the composition of the police department.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Chief Shelton reminded the BOPC that the current eligibility list will expire in February. Chief Shelton suggested that beginning in October, we should begin the process to establish a new list.

Chairman Schuler stated that he would like to meet with Administrator Halik and Chief Shelton to develop verbiage for the pledge agreement for the application.

Chairman Schuler indicated that he has not met any of the new hires with the new testing process. Chairman Schuler requested that copies of the psychological tests, polygraph tests, and photographs be shared with the Commissioners. Chief Shelton stated that he has not provided copies of the tests and does provide a summary of the tests during BOPC meetings. Administrator Halik questioned if any ~~HIPAA~~ ^{WIPAA} laws would apply and will contact the labor attorney for an answer. Chairman Schuler requested that a copy of the tests be presented to the commissioners at their meeting and can then be destroyed immediately afterwards.

Chairman Schuler questioned how and by whom the job offer is made to the applicant. Chief Shelton stated that each step is a condition of employment. Once each step has been passed, the department then offers the applicant a position. Each applicant is offered the position in a face-to-face meeting with the Chief. Chairman Schuler requested that a member of the BOPC be present when the applicant is being offered the position in order to stress the need that longevity is being requested.

8. ADJOURNMENT

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to adjourn the meeting at the hour of 7:48 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

September 19, 2014



Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON AUGUST 29, 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 and Commissioner Joseph Heery. Also present were Chief of Police Mark Shelton, Village Administrator Tim Halik, and Recording Secretary Cindy Stuchl.

ABSENT: Secretary Stephen Landsman.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. COMMUNICATIONS

- a. Ordinance - Amending the Village Code - Title 5, Chapter 1, Section 5-1-1 - Police; Creation and Composition of Department
- b. Resolution - Authorizing the Board of Police Commissioners to effect the original appointment of two (2) Candidates to fill vacancies in the rank of Patrol Officer within the Village Police Department.

Administrator Halik advised that at the Mayor and Board of Trustees Meeting held on August 25, 2014, the listed ordinance and resolution was approved.

5. NEW BUSINESS

- a. Update - Patrol Officer Candidates

Chief Shelton stated that Candidate #13 will be taking her polygraph test this afternoon. Background check came back good. The psychological and medical physical tests will still need to be taken. The POWER test will be held on September 22nd, with the

academy beginning September 29th. Candidate #18 is scheduled to take his polygraph on Tuesday, September 2nd.

6. EXECUTIVE SESSION

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Commissioner Heery and seconded by Chairman Schuler to recess into Executive Session at the hour of 7:03 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

The Commission reconvened the Special Meeting at the hour of 7:23 a.m.

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to pass on Candidate #9, Candidate #11 and Candidate #16.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Chairman Schuler stated that he thought it would be a good idea to have a member of the BOPC present when a candidate is officially offered a position with the Willowbrook Police Department. Administrator Halik advised that he would run it by BOPC Attorney John Broihier and ask if there would be any problems.

7. ADJOURNMENT

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to adjourn the meeting at the hour of 7:28 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

September 19 , 20 14



Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 14, 2014 AT 6:00 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

3. APPROVAL OF MINUTES

Minutes of the Regular Finance & Administration Committee held on Monday, May 12, 2014 were reviewed. Motion to approve made by Trustee Davi, seconded by Trustee Oggerino.

4. REPORT - Monthly Disbursement Reports - May & June 2014

The Committee reviewed and highlighted the items below for the month of May & June 2014.

- Total cash outlay for all Village funds - \$1,018,003 (fiscal year to date average is \$1,063,203)
- Ave. daily outlay of cash for all Village funds - \$33,933 (fiscal year to date average is \$34,844)
- Ave. daily expenditures for the General Fund - \$18,301 (average daily expenditures fiscal year to date is \$20,471)
- Ave. payroll for active employees including all funds - \$152,332 (fiscal year payroll to date is \$761,660)

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

- Sales tax receipts - \$538,874 down 2.82% from the prior year, 2.7% over budget.
- Income Tax receipts - \$177,154 down 9.25% compared to the prior year, 4.0% below budget.
- Utility tax receipts - \$185,331 up 2.68% from the prior year, 7.9% over budget, consisting of:
 - o Telecomm Tax - \$77,061, down 9.2% from the prior year
 - o Northern IL Gas - \$42,952, up 30.5% from the prior year
 - o ComEd - \$65,591, up 4.0% from the prior year
- Places of Eating Tax receipts - \$83,462 up 4.69% compared to the prior year, 9.2% over budget.
- Fines - \$31,866 up 20.37% compared with the prior year, 23.52% over budget.
- Red Light Fines - \$108,150 down 19.61% from the prior year, 17.3% over budget.
- Building Permit receipts - \$20,319 down 50.00% from the prior year,

26.29% below budget.

- Water sales receipts - \$474,534 up 19.56% from the prior year, 2.37% below budget.
- Hotel/Motel Tax receipts - \$8,198 down 43.68% compared with the prior year, 46.5% below budget.
- Motor Fuel Tax receipts - \$76,790 up 110.94% compared with the prior year, 117.0% over budget.

The reports above were approved by Trustee Davi.

6. VISITOR'S BUSINESS

There were no visitors present at the meeting.

7. COMMUNICATIONS

There were no communications received.

8. ADJOURNMENT

Motion to adjourn was made by Trustee Davi, seconded by Trustee Oggerino.

The meeting was adjourned at 6:27 p.m.

(Minutes transcribed by: Garrett Hummel, 07/17/14)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
AUGUST 11, 2014 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:03 PM.

2. ROLL CALL

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

3. APPROVAL OF MINUTES

After review of the draft minutes from the July 14, 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 – 2014 Illinois State Plumbing Code

Administrator Halik advised the Committee that At the May 2014 Illinois Plumbing Inspectors Association meeting, Mr. Justin Dewitt, Chief of the Illinois Department of Public Health (IDPH) Plumbing Program, announced to members in attendance that a new Illinois State Plumbing Code was adopted on April 24, 2014. Halik advised that most municipalities, such as Willowbrook, were not aware that the state was in the process of revising the code. Mr. Dewitt advised that the state does not plan on printing new code books, and an online version was not yet available. Halik further shared that on June 12, 2014, Willowbrook's contracted plumbing inspector received notice directly from the Illinois Plumbing Inspector that effective immediately, no local amendments to the 2014 Illinois Plumbing Code will be allowed. Halik advised that the Illinois Plumbing License Law provides the state's minimum plumbing code standards. The Act also allows municipalities to locally amend these standards to make them more restrictive, provided the amendments are submitted to the Illinois Department of Public Health. Historically, when Willowbrook adopts a new version of its plumbing code, the current version of the state plumbing code serves as the base template or model code, and various local amendments are inserted to make it more restrictive in certain areas. The proposed local amendments are always sent to the IDPH before adoption. Halik advised that Willowbrook does not enforce too many local amendments to the state plumbing code. There are thirteen areas in total have been modified, and a summary of those was included in the Committee packet. Halik advised that staff believes our local amendments are important in order to properly regulate the built environment within our community. Our local amendments include: Increased protection of potable water, since Willowbrook owns and maintains its own public water system under an IEPA permit, increased plumbing vent size requirements, and allowed plumbing material restrictions. Halik advised that, with regard to materials, one of the most notable amendments is that Willowbrook does not allow plastic tubing as a permissible water distribution piping system in structures, which is allowed in the state code. We, instead, require copper. For several reasons, we believe copper to be superior to plastic and other inferior water piping systems now available on the market. Halik shared that faced with the potential loss of our ability to enforce local amendments to the state plumbing code, municipalities began to ask questions and pose objections. The IDPH seemed to "walk-back" some of their earlier statements regarding local amendments being

outright not allowed, and responded that they have developed a new procedure for submitting proposed local amendments, which are also included in the Committee packet. However, they also advised that any proposed local amendment with regard to material substitutions must be backed by scientific reasoning. Halik stated that it was our desire to have our contracted plumbing inspector continue to enforce our local amendments to the state plumbing code until such time as we can submit our local amendments for approval, and adopt the new state plumbing code, once it is available. However, our plumbing inspector contacted the IDPH and was advised that effective April 24, 2014, the new state plumbing code must be enforced as written without local amendments. According to the IDPH, failure to do so could result in a \$5,000 fine to both the municipality and the plumbing inspector, and the potential revocation of the plumbing inspector's state license. Halik advised that a copy of a letter to this effect is included in the Committee packet. So, as it stands at the present time, it seems that our existing local amendments to the 2004 state plumbing code have been nullified by the IDPH. We, therefore, have no regulatory authority to enforce our own local plumbing material requirements, including the use of plastic tubing as water distribution piping. Halik advised that staff recommends that we draft our proposed local amendments to the 2014 state plumbing code, and submit those amendments to the IDPH for approval, as required, and await a response. The Committee agreed with the staff recommendation.

5. DISCUSSION – Illinois DCEO Grant: LED Streetlight Replacement Project

Administrator Halik reminded the Committee that the Village had previously received preliminary approval from the Illinois Department of Commerce and Economic Opportunity 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 years from this start date in which to complete the project. Therefore, the grant end date is October 31, 2015. Halik asked Analyst Hummel to present this item to the Committee. Analyst Hummel advised the Committee that 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, such as bulb replacement. Hummel advised that 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. Hummel shared that after staff had spoken with several LED vendors, it became apparent that an up-to-date inventory of our existing streetlights will be necessary for bidding purposes for this project. Vendors need information pertaining to individual fixture type, wattage, circuitry, and number of fixtures connected to each controller before a proposal can be calculated. Therefore, we asked the Village Engineering Consultant for a proposal to complete this inventory. Christopher Burke Engineering, Ltd. provided an initial proposal to conduct the inventory, including GPS locating of each pole, for the not-to-exceed amount of \$10,500.00. Staff then requested that CBBEL provided a revised proposal to also include development of the final bid document for the project. CBBEL responded that this additional scope of work could be completed for an additional \$6,500 making the total revised proposal cost \$17,000. Although this fee would be reimbursed to the Village through the DCEO grant, the cost of engineering would be 18.5% of the grant amount. Hummel advised that staff has been unable to locate a bid document template used by another municipality in a similar such project. Given staff lacks the electrical engineering expertise necessary to draft a complete bid document once the inventory information is compiled, our recommendation would be for the Village Engineering consultant to

complete this work for a not-to-exceed cost of \$17,000. As stated, this engineering cost would be reimbursable to the Village through the DCEO grant. Staff also intends to raise this project with the Board during our FY2015/16 budget discussions to determine whether there is an interest in contributing additional funds towards this project in order to complete all streetlights at one time. Chairman Mistele was agreeable to having the engineer conduct both the inventory and completing the bid document for this project. However, he strongly urged that as part of the project, the engineer should contact several different manufacturers to ensure a competitive bidding process that is open to all LED contractors. Staff agreed, and responded that we would discuss this with CBBEL. Chairman Mistele also indicated that he would be okay with supporting the idea of the Village potentially contributing additional funds for this project, but needed to know the required amount first. Halik advised that this item will be placed on the next Board agenda for consideration.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for July 2014. The Village has taken in slightly over \$15,000 in permit revenue for the month. Halik advised that in total for the first three months of fiscal year 2014/15, the Village has received approximately 20% of the anticipated FY2014/15 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for June 2014. The report indicates that the Village pumped about 32 million gallons in the month. At this point, we have pumped about 1% less water this year as compared to the same timeframe last year. Halik also advised that, although we are very early in the fiscal year, we are slightly below where we should be at in order to meet our estimated pumpage projection of 385,000,000 gallons.
- c. Administrator Halik shared both the June 2014 and July 2014 Mosquito Abatement Report. Halik called attention to the light trap count totals within the reports and noted how the trap counts began to spike in early to mid-July. Halik reminded the Committee that at this time the Village decided to complete a Village-wide ULV spraying treatment, which was performed on July 21st.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

Administrator Halik provided a brief update on the status of our upcoming conceptual design meetings with Williams Architects on the future renovation of the police department building.

9. 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, 9/4/14)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, AUGUST 5, 2014, AT THE WILLOWBROOK VILLAGE HALL, 7760
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Commissioner Stetina called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Lorraine Grimsby, Ronald Kanaverskis, Carol Lazarski, Robert Pionke, Doug Stetina, and Ramona Weigus.

ABSENT: Chairman Richard Cobb, and Commissioners Laurie Landsman and Rene Schuurman.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JULY 1, 2014

The Commission reviewed the July 1, 2014 minutes.

MOTION: A Motion was made by Commissioner Kanaverskis and seconded by Commissioner Grimsby to approve the July 1, 2014 minutes as presented.

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

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

Summer Special Events

Superintendent Violante advised that the Touch-A-Truck event was held on July 11th at Hinsdale Lake Commons shopping center. Approximately 300 citizens were in attendance.

The Village Yard Sale was held on Saturday, August 2nd at Borse Community Park for the first time. A total of 21 tables were present. There was a good turn out from residents. Requests were made to hold an additional yard sale. Superintendent Violante stated she will schedule one in the spring.

The Back To School Bash is scheduled for Thursday, August 21st at Borse Community Park from 4:30–7:30 p.m. A number of activities are scheduled for kids and the movie Frozen will be shown. Bags were donated from Gower PTO and Willowbrook Orthodontics. Kiwanis has donated \$500 in school supplies.

835 Midway Drive

Superintendent Violante advised that the new Administration building is being renovated at this time.

Fall Fun Guide

Superintendent Violante related that the new Fall Fun Guide should be out to residents within the next week.

5. OLD BUSINESS

A. OSLAD Grant for Willow Pond Park

Superintendent Violante updated the Commission on the grant. Village Administrator Tim Halik and she met with the consultant, John Vann, about the dredging of the pond. Dredging and some plumbing work will be in the first phase of the renovation. Dredging should begin within the next month. Mr. Vann advised that the fish will not need to be relocated during the dredging.

Question was asked for a layout of what the park will look like. Superintendent Violante stated that she should have a rendering by the next Parks meeting.

The Commission requested that Mr. Vann attend the next Parks meeting in order to review the design layout for the park.

B. Village Race

Superintendent Violante stated there is a meeting scheduled for Friday, August 8th. A decision needs to be made on whether to hold the race this year or push it to next year.

C. Scoreboard

Superintendent Violante stated a scoreboard has been purchased. The Public Works Department has not been able to install a pipe as of yet. It is unknown if the scoreboard will be up in time for the softball tournament. Superintendent Violante stated she is still working on obtaining a sponsor for the sign.

6. NEW BUSINESS

A. Holiday Party

Superintendent Violante stated the Holiday Party is scheduled for Sunday, December 14th at Hinsdale South High School.

Superintendent Violante advised that due to the Willow Pond renovations, a large tree lighting ceremony will not be held this year. The official Village tree, as well as surrounding trees will be lit, however, no major event will be held.

B. ComEd Grant for Lake Hinsdale Park Walking Path

Superintendent Violante related that the Village applied for and received a grant to add a walking path around Lake Hinsdale Park. During the park tour, it was discovered that the path will need to go around playground equipment that is already there. A suggestion was made to remove the playground equipment because of its age. Superintendent Violante advised that the playground equipment is on the list to be replaced.

The consensus of the Commission was to remove and donate the playground equipment.

7. CORRESPONDENCE/COMMUNICATIONS

Superintendent Violante distributed an article about the Army Reserves and the Touch A Truck event.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. ADJOURNMENT

MOTION: Made by Commissioner Kanaverskis, seconded by Commissioner Lazarski to adjourn the meeting at the hour of 7:37 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

September 2, 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

Minutes of the Public Safety Committee of the Village of Willowbrook which was held on August 11th, 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 6:00 p.m.

ROLL CALL

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

1. Reviewed the July 14th, 2014 Public Safety Committee Meeting Minutes.
The Committee approved the July 14th, 2014 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 06/23/2014 – 07/20/2014 - Information.
4. Reviewed the Monthly Expenditure Report for July 2014 – Information.
5. Reviewed the Monthly Offense Summary Report for July 2014 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information.
 - Officer John Skiba
7. DISCUSSION ITEMS
 - New Officer (Academy Update)
Chief Shelton advised the Committee the new officer is doing well in the academy and is proficient with the class average academically.
 - Officers' Training Scheduled / Completed
Chief Shelton advised the Committee that all officers' training, for the year to date, has been scheduled or completed.
 - Arrest – Car Burglary – July 30th, 2014
Chief Shelton advised the Committee that officers arrested a suspect for a car burglary that was in progress. Officers did recover the stolen property. The suspect was charged with Felony complaints.
8. VISITOR'S BUSINESS*
9. ADJOURNMENT
The meeting was adjourned at 6:25p.m.

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

NEXT MEETING SCHEDULED SEPTEMBER 8TH, 2014 AT 6:00 P.M.