

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, FEBRUARY 23, 2015, 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 - February 23, 2015 (APPROVE)
 - c. Warrants - \$278,988.19 (APPROVE)
 - d. Resolution - A Resolution of the Village of Willowbrook Approving and Authorizing the First Amendment to the Intergovernmental Agreement Between the Village of Willowbrook and the County of DuPage for Mowing Along County Roads and Rights-of-Way (ADOPT)
 - e. Resolution - A Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code to Appropriate \$225,000 of Motor Fuel Tax Funds for the Maintenance of Streets in 2015 (ADOPT)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. RESOLUTION - A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2015 LEGISLATIVE SESSION OF THE SECOND YEAR OF THE 99TH GENERAL ASSEMBLY
8. PRESENTATION / DISCUSSION - MASTER FACILITIES PLAN, PHASE II - CONCEPTUAL RENOVATION PLAN, VILLAGE POLICE STATION, 7760 QUINCY STREET, WILLOWBROOK MUNICIPAL COMPLEX - MARK BUSHHOUSE, WILLIAMS ARCHITECTS

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 9, 2015 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Trustee Umberto Davi

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Chief Shelton to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - January 26, 2015 (APPROVE)
- c. Minutes - Executive Session Meeting - January 26, 2015 (APPROVE)
- d. Warrants - \$158,655.32 (APPROVE)
- e. Monthly Financial Report - January 31, 2015 (APPROVE)
- f. Resolution - A Resolution Approving a Plat of Easement & Abrogation of Conservation Easements - 6435 Bentley Avenue - Resolution No. 15-R-03 (ADOPT)
- g. Resolution - A Resolution Authorizing the Village Administrator's Acceptance of Change Order Number 28 - Electrical Revisions - Village Hall Renovation

Project, and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Order - Resolution No. 15-R-04 (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. PROCLAMATION - A PROCLAMATION RECOGNIZING OFFICER SCOTT EISENBEIS FOR 25 YEARS OF SERVICE TO THE VILLAGE OF WILLOWBROOK

Mayor Trilla presented Officer Scott Eisenbeis with a Proclamation and gift recognizing his 25 years of service with the Village of Willowbrook. Mayor Trilla, the Board of Trustees, and Staff thanked Officer Eisenbeis for his service.

PRIOR BUSINESS

7. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Oggerino had no report.

8. ATTORNEY'S REPORT

Attorney Durkin had no report.

9. CLERK'S REPORT

Clerk Hansen had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halik advised that a Joint Committee Meeting will be held on Wednesday, February 18, 2015 beginning at 5:30 p.m. to discuss department budgets.

11. MAYOR'S REPORT

Mayor Trilla complimented the Public Services Department and Police Department on their excellent work during the snowstorm that occurred from January 31st - February 1st.

12. EXECUTIVE SESSION

- a. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Destruction of Audio or Video Recordings of Closed Meetings Under the Open Meetings Act for the Purpose of a Semi-Annual Review of Said Recordings as Mandated by 5 ILCS 120/2.06(3)(c)(1)
- b. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding Previously Approved Minutes of Meetings That Were Lawfully Closed Under the Open Meetings Act for the Purpose of a Semi-Annual Review of Said Minutes as Mandated by 5 ILCS 120/2.06(d), for Purposes of Possible Release

Mayor Trilla asked the Board if there was a need to go into Executive Session to discuss the destruction of audio tapes or the release of closed minutes from previous Executive Sessions. Consensus of the Board was that there was no need to discuss the items.

13. RESOLUTION - A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 15-R-05 as presented.

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

MOTION DECLARED CARRIED

14. RESOLUTION - A RESOLUTION MAKING A DETERMINATION RELATIVE TO THE RELEASE OF EXECUTIVE SESSION MINUTES PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 15-R-06 as presented.

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

MOTION DECLARED CARRIED

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 6:39 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

February 23, 2015.

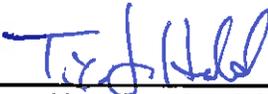
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

February 23, 2015

GENERAL CORPORATE FUND	-----	\$110,612.10
WATER FUND	-----	145,826.44
WATER CAPITAL IMPROVEMENTS FUND	-----	18,421.22
L.A.F.E.R. FUND	-----	4,128.43
TOTAL WARRANTS	-----	\$278,988.19



Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 02/18/15

BILLS PAID REPORT FOR FEBRUARY, 2015

PAGE: 1

RUN TIME: 12:25PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AIRGAS USA LLLC (2600)	02/24 CK# 85993	\$54.53
9924892188 EQUIPMENT RENTAL 01-535-290	01-35-750-290	54.53
AL WARREN OIL CO (2205)	02/24 CK# 85994	\$2,289.95
10890534 GASOLINE INVENTORY 01-190-126	01-190-126	2,289.95
MARK ALTABELLA (65)	02/24 CK# 85995	\$140.93
2015 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	140.93
AMERICAN FIRST AID SERVICE INC (77)	02/24 CK# 85996	\$44.70
169561 OPERATING EQUIPMENT 01-451-401	01-30-630-401	44.70
AMG/SOUND MEMORIES (102)	02/24 CK# 85997	\$100.00
7/17/15 MV NTE FAMILY SPECIAL EVENT - MOVIE NIGHT	01-20-585-151	100.00
ARAMARK UNIFORMS SERVICES (2564)	02/24 CK# 85999	\$51.96
16073315 UNIFORMS 01-501-345	01-35-710-345	51.96
ARROWHEAD SCIENTIFIC INC (123)	02/24 CK# 86000	\$397.85
76585 OPERATING EQUIPMENT 01-451-401	01-30-630-401	397.85
AZAVAR AUDIT SOLUTIONS INC (158)	02/24 CK# 86001	\$283.18
10690/FEB 15 UTILITY TAX 01-310-205	01-310-205	283.18
BATTERIES PLUS 286 OR 288 (179)	02/24 CK# 86002	\$162.52
287-113056-01 OPERATING EQUIPMENT 01-451-401	01-30-630-401	162.52
KARYN A BYRNE (267)	02/24 CK# 86003	\$2,416.75
MAY 14-JAN 15 PART TIME INSPECTOR 01-565-109	01-40-830-109	2,416.75
CENTRAL SALT (2658)	02/24 CK# 86007	\$15,236.32
210444 OPERATING SUPPLIES 01-540-331	01-35-755-331	3,405.72
210769 OPERATING SUPPLIES 01-540-331	01-35-755-331	3,397.77
211058 OPERATING SUPPLIES 01-540-331	01-35-755-331	3,437.51
211119 OPERATING SUPPLIES 01-540-331	01-35-755-331	3,322.27
211469 OPERATING SUPPLIES 01-540-331	01-35-755-331	1,673.05
COMPASS MINERALS AMERICA (2657)	02/24 CK# 86009	\$6,841.34
71298282 OPERATING SUPPLIES 01-540-331	01-35-755-331	12,498.85
90035375 OPERATING SUPPLIES 01-540-331	01-35-755-331	-5,657.51
DISCOVERY BENEFITS SIMPLIFY (2534)	02/24 CK# 86011	\$50.00
518230/FEB 15 EMP DED PAY - FSA FEE 01-210-221	01-210-221	39.60
518230/FEB 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	10.40
ECO CLEAN MAINTENANCE INC (2385)	02/24 CK# 86013	\$1,449.00
4637/JAN 15 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,449.00
GADDIS DAVID (652)	02/24 CK# 86015	\$258.67
2015 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	258.67
GOVT FINANCE OFCRS ASSN (705)	02/24 CK# 86016	\$170.00
0162001 FEES DUES SUBSCRIPTIONS 01-25-610-307	01-25-610-307	170.00
H AND R CONSTRUCTION INC. (742)	02/24 CK# 86018	\$43,212.50
14990 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	43,212.50
HOME DEPOT CREDIT SERVICES (808)	02/24 CK# 86020	\$547.19
20262 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	410.40
7031018 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	136.79
INTN'L CODE COUNCIL INC (943)	02/24 CK# 86021	\$125.00
3033919 FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	125.00
KING CAR WASH (1057)	02/24 CK# 86022	\$325.00
60/JAN 15 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	325.00

VILLAGE OF WILLOWBROOK

RUN DATE: 02/18/15

BILLS PAID REPORT FOR FEBRUARY, 2015

PAGE: 2

RUN TIME: 12:25PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	02/24 CK# 86023	\$685.87
9001137446 COPY SERVICE 01-451-315	01-30-630-315	186.44
9001145355 COPY SERVICE 01-420-315	01-10-455-315	499.43
LANDTECH DESIGN LTD (2620)	02/24 CK# 86024	\$8,075.00
1505 PARK IMPROVEMENTS-NEIGHBORHOOD PARK	01-20-595-695	8,075.00
LEXIS (21)	02/24 CK# 86025	\$95.20
20150131/JAN 15 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	95.20
LOGSDON OFFICE SUPPLY (2452)	02/24 CK# 86026	\$167.43
929593-002 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	-72.16
933258-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	150.09
933283-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	89.50
MARQUARDT & BELMONTE P.C. (2259)	02/24 CK# 86027	\$577.50
9*59/JAN 15 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	577.50
MARQUARDT PRINTING CO. (2543)	02/24 CK# 86028	\$214.00
26453 PRINTING & PUBLISH 01-420-302	01-10-455-302	64.00
26499/PR CKS OFFICE SUPPLIES 01-25-610-301	01-25-610-301	150.00
MENARDS (1245)	02/24 CK# 86029	\$181.91
62794 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	181.91
MOTOROLA SOLUTIONS INC (1312)	02/24 CK# 86030	\$68.00
16697123114 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00
ANDREW C PASSERO (2492)	02/24 CK# 86031	\$361.32
DIESEL FUEL GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	61.33
SALT SPREADER OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	299.99
PETTY CASH C/O TIM HALIK (1492)	02/24 CK# 86033	\$156.91
2/18/15 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	32.43
2/18/15 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	41.62
2/18/15 OPERATING EQUIPMENT 01-451-401	01-30-630-401	39.67
2/18/15 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	43.19
PHILLIP'S FLOWERS (1498)	02/24 CK# 86034	\$60.95
96609/CHARLTON PUBLIC RELATIONS 01-435-365	01-10-475-365	60.95
PHYSIO-CONTROL INC (1500)	02/24 CK# 86035	\$249.35
115080473 OPERATING EQUIPMENT 01-451-401	01-30-630-401	518.70
CM115015438 OPERATING EQUIPMENT 01-451-401	01-30-630-401	-269.35
PRO-TEK LOCK AND SAFE (1547)	02/24 CK# 86036	\$113.49
82987 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	113.49
QUALIFICATION TARGETS INC. (2409)	02/24 CK# 86037	\$143.94
21500391 FIRING RANGE 01-451-245	01-30-630-245	143.94
RATHS, RATHS & JOHNSON, INC. (1591)	02/24 CK# 86038	\$643.00
14105-412 REIMB.	01-40-820-255	643.00
RAY O'HERRON CO., INC. (1594)	02/24 CK# 86039	\$1,597.00
1508265 AMMUNITION 01-451-346	01-30-630-346	1,362.00
1508285 UNIFORMS 01-451-345	01-30-630-345	235.00
ROBERT WHITE CONSTRUCTION (2579)	02/24 CK# 86040	\$3,900.00
1109 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	3,900.00
RUSH TRUCK CENTER -CHICAGO (2602)	02/24 CK# 86041	\$53.97
96670475 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	53.97

VILLAGE OF WILLOWBROOK

RUN DATE: 02/18/15

BILLS PAID REPORT FOR FEBRUARY, 2015

PAGE: 3

RUN TIME: 12:25PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
RUSSO'S POWER EQUIPMENT (2642)	02/24 CK# 86042	\$29.46
2299996 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	29.46
STAPLES (1767)	02/24 CK# 86043	\$49.98
8033022347 OPERATING EQUIPMENT 01-451-401	01-30-630-401	49.98
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	02/24 CK# 86044	\$4,997.06
66250/JAN 15 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	4,997.06
SUBURBAN LIFE PUBLICATIONS (1805)	02/24 CK# 86045	\$226.20
10074604/JAN 15 PRINTING & PUBLISHING 01-501-302	01-35-710-302	226.20
SUZANNE HOLTZ (2084)	02/24 CK# 86046	\$44.00
YOGA 210AW WINTER RECREATION FEES 01-310-816	01-310-816	44.00
T.P.I. (1886)	02/24 CK# 86047	\$4,617.66
2015-01/JAN 15 REIMB.	01-40-820-258	1,665.66
2015-01/JAN 15 PART TIME INSPECTOR 01-565-109	01-40-830-109	2,457.00
2015-01/JAN 15 REIMB.	01-40-830-115	495.00
TANEKA DIXON (1862)	02/24 CK# 86048	\$100.00
2841400050030 RED LIGHT FINES 01-310-503	01-310-503	100.00
TOM & JERRY'S SHELL SERVICES (1883)	02/24 CK# 86049	\$2,111.93
31024 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	30.00
32173 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	30.00
50881 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
50891 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	422.64
50898 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	50.90
50907 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
50908 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	675.14
50938 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	81.60
50979 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.77
50984 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
50988 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
FUEL GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	452.54
FUEL GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	199.88
FUEL GAS-OIL-WASH-MILEAGE 01-551-303	01-40-810-303	21.66
TOOLS PLUS INDUSTRIES LLC (2269)	02/24 CK# 86050	\$1,088.00
42683 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	538.64
42956 J.U.L.I.E. 01-540-332	01-35-755-332	549.36
UNIFIRST (1926)	02/24 CK# 86052	\$254.35
0610884502 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	196.25
0610884559 MAINTENANCE - PW BUILDING	01-35-725-418	58.10
UNITED STATE POSTAL SERVICE (1946)	02/24 CK# 86054	\$2,500.00
DEP PREPAID POSTAGE 01-190-102	01-190-102	2,500.00
VERIZON WIRELESS (1972)	02/24 CK# 86055	\$698.43
9739832074 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	60.07
9739832074 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.36
9739832074 PHONE - TELEPHONES 01-451-201	01-30-630-201	379.40
9739832074 TELEPHONES 01-501-201	01-35-710-201	136.83
9739832074 TELEPHONES 01-551-201	01-40-810-201	98.77
VIDEO AND SOUND SERVICE INC (2230)	02/24 CK# 86056	\$210.00
80354 OPERATING EQUIPMENT 01-451-401	01-30-630-401	210.00
WESTFIELD FORD (2028)	02/24 CK# 86057	\$1,428.23
387282 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,413.75

VILLAGE OF WILLOWBROOK

RUN DATE: 02/18/15

BILLS PAID REPORT FOR FEBRUARY, 2015

PAGE: 4

RUN TIME: 12:25PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
604978 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	14.48
WILLOWBROOK FORD INC. (2056)	02/24 CK# 86058	\$754.57
6178799/2 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	32.95
6179184/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	536.10
8020150/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	200.00
CREDIT 604978 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	-14.48
TOTAL GENERAL CORPORATE FUND		\$110,612.10

VILLAGE OF WILLOWBROOK

RUN DATE: 02/18/15

BILLS PAID REPORT FOR FEBRUARY, 2015

PAGE: 5

RUN TIME: 12:25PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
APPRIZE PROMOTIONAL PRODUCTS (2457) 54063 PRINTING & PUBLISHING 02-401-302	02/24 CK# 85998 02-50-401-302	\$171.00 171.00
COMMONWEALTH EDISON (370) 5071072051JN15 ENERGY - ELECTRIC PUMP 02-420-206	02/24 CK# 86008 02-50-420-206	\$1,191.51 1,191.51
DECISION SYSTEMS COMPANY (454) 201524 WTR RATE EDP SOFTWARE 02-417-212	02/24 CK# 86010 02-50-417-212	\$97.50 97.50
DUPAGE WATER COMMISSION (521) 10780/JAN 15 PURCHASE OF WATER 02-420-575	02/24 CK# 86012 02-50-420-575	\$139,625.33 139,625.33
ENVIRO TEST INC (555) 15-130837 JAN15 SAMPLING ANALYSIS 02-420-362	02/24 CK# 86014 02-50-420-362	\$87.50 87.50
W.W. GRAINGER (1999) 9653675257 MATERIALS, SUPPLIES, STANDPIPE, PUM	02/24 CK# 86017 02-50-425-475	\$13.24 13.24
HACH CHEMICAL COMPANY (745) 9229620 W H R&M - L.H.V. 02-425-473	02/24 CK# 86019 02-50-425-473	\$3,402.47 3,402.47
HOME DEPOT CREDIT SERVICES (808) 6031075 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02/24 CK# 86020 02-50-425-485	\$240.44 240.44
ANDREW C PASSERO (2492) WATER CLASS C SCHOOLS CONFERENCE TRAVEL 02-401-304	02/24 CK# 86031 02-50-401-304	\$449.00 449.00
SUBURBAN LIFE PUBLICATIONS (1805) 10074604/ JAN15 PRINTING & PUBLISHING 02-401-302	02/24 CK# 86045 02-50-401-302	\$399.12 399.12
UNITED PARCEL SERVICE (1930) Y75E17055 POSTAGE & METER RENT 02-401-311	02/24 CK# 86053 02-50-401-311	\$12.50 12.50
VERIZON WIRELESS (1972) 9739832074 PHONE - TELEPHONES 02-401-201	02/24 CK# 86055 02-50-401-201	\$136.83 136.83
TOTAL WATER FUND		\$145,826.44

VILLAGE OF WILLOWBROOK

RUN DATE: 02/18/15

BILLS PAID REPORT FOR FEBRUARY, 2015

PAGE: 6

RUN TIME: 12:25PM

WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CALUMET CITY PLUMBING CO., INC (2629)	02/24 CK# 86004	\$18,240.00
15757 MTU REPLACEMENT	09-65-440-602	9,300.00
15984 MTU REPLACEMENT	09-65-440-602	8,940.00
W.W. GRAINGER (1999)	02/24 CK# 86017	\$181.22
9653675240 MTU REPLACEMENT	09-65-440-602	181.22
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$18,421.22

VILLAGE OF WILLOWBROOK

RUN DATE: 02/18/15

BILLS PAID REPORT FOR FEBRUARY, 2015

PAGE: 7

RUN TIME: 12:25PM

LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CAMEO ELECTRIC INC (2653)	02/24 CK# 86005	\$956.00
2/11/15 FIXTURE VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	482.00
2/9/15 COMCAST VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	474.00
CDW GOVERNMENT, INC. (274)	02/24 CK# 86006	\$396.00
SL43487 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	396.00
PCS INTERNATIONAL (2201)	02/24 CK# 86032	\$1,485.39
134584 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	1,485.39
PETTY CASH C/O TIM HALIK (1492)	02/24 CK# 86033	\$9.91
2/18/15 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	9.91
SUBURBAN LIFE PUBLICATIONS (1805)	02/24 CK# 86045	\$927.60
10074604.JAN26 BOND ISSUANCE COSTS	14-75-940-500	927.60
ULINE (2665)	02/24 CK# 86051	\$353.53
64961124 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	353.53
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$4,128.43

VILLAGE OF WILLOWBROOK

RUN DATE: 02/18/15

BILLS PAID REPORT FOR FEBRUARY, 2015

PAGE: 8

RUN TIME: 12:25PM

SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	110,612.10	*
02-110-105	WATER FUND-CHECKING 0010330283	145,826.44	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	18,421.22	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	4,128.43	*
TOTAL ALL FUNDS		278,988.19	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

AGENDA NO. 5d

AGENDA DATE: 2/23/15

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 NO N/A

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

On March 24, 2014, the Village Board adopted Resolution No. 14-R-14 approving and authorizing the execution of an Intergovernmental Agreement with DuPage County to mow approximate 25 acres of turf along country roads and rights-of-ways located within the corporate limits of Willowbrook. In April 2014, the Village accepted a proposal from a landscape maintenance contractor and the mowing work was performed throughout the 2014 turf growing season. This program enabled the Village to have direct management of the mowing contractor in overseeing the work in an effort to improve the aesthetics of the areas. In addition, DuPage County reimburses the Village to complete this program, so it is cost neutral.

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

In January 2015, a request was received from the DuPage County Division of Transportation to consider a first amendment to the original agreement (please see attached letter). This first amendment would require that the duty of ensuring that contractors hired to perform this mowing work (as is the case in Willowbrook) carry the necessary liability insurance would rest with the Village. In addition, language is added that the Village indemnifies the county against any claims resulting from the Village's contractors performing the mowing work. This First Amendment was prepared by the DuPage County States Attorney's Office and was reviewed by the Village Attorney.

ACTION PROPOSED: Adopt the Resolution.



DuPage County
DANIEL J. CRONIN
COUNTY BOARD CHAIRMAN

DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

January 23, 2015

Via: Email

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

Re: Amendment to Mowing Agreement for County Rights of Way
Insurance and Indemnification

Dear Mr. Halik:

The Division of Transportation (DOT) has determined that revisions to the insurance and indemnification paragraphs of the mowing agreement entered into last year are necessary in order to limit DOT staff time in reviewing and approving insurance requirements of outside contractor(s). Therefore, an amendment has been prepared, reviewed through and recommended by our State's Attorney's Office and is attached hereto.

We are requesting that you enter into said amendment whether or not contractors performed said work last year so that we can maintain standard agreements/amendments for all entities performing mowing throughout the County.

Please print two duplicate originals of the amendment and return to: Agnes Dolan, Agreements Coordinator, DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187. Upon presentation to the County Board and approval, a fully executed duplicate original of the amendment will be sent to you for your file.

It is our intention to have all amendments in place well in advance of the upcoming mowing season. Please feel free to contact me if you should have any questions concerning this matter. Thank you in advance for your understanding, assistance and cooperation in this matter.

Very truly yours,

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer

AD/Enc.

Cc: A. Dolan/DOT

RESOLUTION NO. 15-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
APPROVING AND AUTHORIZING THE FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY**

WHEREAS, the County of DuPage (the "County") and the Village of Willowbrook (the "Village"), are public agencies as defined by section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Intergovernmental Cooperation Act authorizes the Village and the County to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A" and expressly made a part hereof, for the stated purpose of the Village providing mowing services to the County along county roads and rights-of-way; and

WHEREAS, the Village and the County are further authorized to enter into the attached Intergovernmental Agreement, pursuant to the Intergovernmental Cooperation Powers as provided by section 10(a) of Article VII of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have previously determined that it is necessary, proper and in the best interest of the Village to enter into the

attached Intergovernmental Agreement with the County of DuPage;
and

WHEREAS, On March 24, 2014, the Mayor and Board of Trustees did adopt Resolution No. 14-R-14, attached hereto as Exhibit "A" and made a part hereof, approving and authorizing the execution of the attached Intergovernmental Agreement with the County of DuPage; and

WHEREAS, DuPage County has requested an amendment to the aforementioned Intergovernmental Agreement to include revisions to the insurance and indemnification paragraphs of the mowing agreement previously entered in to in order to limit county staff time in reviewing and approving insurance requirements of outside contractors performing mowing work on county roads and rights-of-way.

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

Section 1. That certain FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY, attached hereto as Exhibit "B" and made a part hereof, is hereby approved.

Section 2. The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, on behalf of the

Village of Willowbrook, that certain FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY, attached hereto as Exhibit "B" and made a part hereof, and the Village Clerk is hereby directed to attest to the Mayor's signature, all on behalf of the Village of Willowbrook.

Section 3. The Village Administrator is hereby authorized and directed to do all other acts reasonably necessary to carry into effect the purposes and intent of the First Amendment to the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage.

Section 4. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED and APPROVED this 23rd day of February, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



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

MARCH 24, 2014

Village Clerk

Leroy R. Hansen

I, LEROY R. HANSEN, VILLAGE CLERK FOR THE VILLAGE OF WILLOWBROOK, DO
HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF RESOLUTION
NO. 14-R- 14 ENTITLED, "A RESOLUTION AUTHORIZING THE MAYOR AND
VILLAGE CLERK TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH
THE COUNTY OF DUPAGE, ILLINIOS FOR MOWING ALONG COUNTY ROADS AND
RIGHTS OF WAY," ALL OF WHICH APPEARS FROM THE RECORDS OF THIS OFFICE.

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

GIVEN UNDER MY HAND AND SEAL THIS 24th DAY OF March, 2014.

Village Administrator

Tim Halik





Leroy R. Hansen
Village Clerk

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

RESOLUTION NO. 14-R- 14

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE
TO PROVIDE MOWING SERVICES ALONG COUNTY ROADS AND RIGHTS-OF-WAY**

WHEREAS, the County of DuPage (the "County") and the Village of Willowbrook (the "Village"), are public agencies as defined by section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Intergovernmental Cooperation Act authorizes the Village and the County to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A" and expressly made a part hereof, for the stated purpose of the Village providing mowing services to the County along county roads and rights-of-way; and

WHEREAS, the Village and the County are further authorized to enter into the attached Intergovernmental Agreement, pursuant to the Intergovernmental Cooperation Powers as provided by section 10(a) of Article VII of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is necessary, proper and in

the best interest of the Village to enter into the attached Intergovernmental Agreement with the County of DuPage.

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

Section 1. That certain Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

Section 2. The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, that certain Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, attached hereto as Exhibit "A" and made a part hereof, and the Village Clerk is hereby directed to attest to the Mayor's signature, all on behalf of the Village of Willowbrook.

Section 3. The Village Administrator is hereby authorized and directed to do all other acts reasonably necessary to carry into effect the purposes and intent of the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage.

Section 4. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED and APPROVED this 24th day of March, 2014.

APPROVED:

John A. Cullb
Mayor

ATTEST:

Leroy Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Bendurek, Davi, Kelly, Mistela, Ogge, wo

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0



INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE COUNTY OF DU PAGE AND
 THE VILLAGE OF WILLOWBROOK
 FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Willowbrook (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

CoHwy	HwyName	From	To	Side of Street	AREA (ac)
38	63rd Street	Western	Madison	North	2.23
38	63rd Street	Western	Madison	South	1.99
38	63rd Street	IL 83	550 ft. East of IL 83	Median	0.20
	63rd Street Total				4.42
33	75th Street	W of Sheridan Dr.	IL 83	North	2.61
33	75th Street	W of Sheridan Dr.	IL 83	South	3.50
33	75th Street	W of Sheridan Dr.	IL 83	Median	2.40
	75th Street Total				8.51
8	Madison	63rd Street	Joliet Rd.	West	3.61
8	Madison	63rd Street	Joliet Rd.	East	3.83
	Madison Street Total				7.44
31	Plainfield Road	IL 83	Garfield Ave	South	1.59
31	Plainfield Road	IL 83	Garfield Ave	North	1.64
	Plainfield Road Total				3.23
	Grand Total				23.60

; and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Willowbrook for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to two (2) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.
6. The VILLAGE shall, at all times, fully indemnify, hold harmless and defend the COUNTY, County Officers, agents, employees and board members from any and all claims and demands, actions and causes of action of any character whatsoever, made by any person

or party on account of negligent or malicious acts of the VILLAGE, their contractors or persons otherwise associated with the VILLAGE growing out of the performance of the terms and conditions of this Agreement.

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
- (a) **Worker's Compensation Insurance** in the statutory amounts.
 - (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
 - (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
 - (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
 - (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
 - (f) It shall be the duty of the VILLAGE to provide to the COUNTY, copies of the VILLAGE's Certificates of Insurance, as well as all applicable coverage(s) and endorsements, before the work that is a part of this Agreement can proceed.

- (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as

additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said

notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

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

FOR THE COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2016, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as noted in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any

areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1
Second Mowing - June 1
Third Mowing - July 1
Fourth Mowing - August 1
Fifth Mowing - September 15
Two (2) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the VILLAGE \$2,360.00 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 23.60 acres.
13. The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion

of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred Dollars per acre (\$100.00 per acre). The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2014 at Wheaton, Illinois.

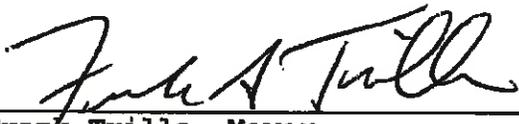
Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Gary A. King, County Clerk

VILLAGE OF WILLOWBROOK

Signed this 24TH day of MARCH, 2014, at Willowbrook, Illinois.



Frank Trilla, Mayor

ATTEST:



Leroy R. Hansen, Village Clerk



FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF DU PAGE
AND THE VILLAGE OF WILLOWBROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This First Amendment to the Intergovernmental Agreement Between the County of DuPage and the Village of Willowbrook For Mowing along County Roads and Rights of Way (hereinafter referred to as the "FIRST AMENDMENT"), is entered into this ____ day of _____, 2015 between the County of DuPage, a body corporate and politic of the State of Illinois, ("hereinafter referred to as the "COUNTY") and the Village of Willowbrook, a municipal corporation (hereinafter referred to as the "VILLAGE"). The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement For Mowing Along County Roads and Rights of Way (hereinafter referred to as the "AGREEMENT") executed by the COUNTY on April 22, 2014, a copy of which is incorporated herein by reference; and

WHEREAS, the COUNTY desires to revise the indemnification language and revise the insurance paragraphs of the AGREEMENT to require the VILLAGE's contractors, if any, to maintain the same insurance required of the VILLAGE; and

WHEREAS, the VILLAGE agrees that it is in the best interests of the citizens of the VILLAGE and the COUNTY to amend the AGREEMENT.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the COUNTY and VILLAGE agree as follows:

1.0 RECITALS INCORPORATED

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0 AMENDMENT

2.1 That Paragraph 7. (f) of the GENERAL CONDITIONS be replaced to read as follows and is incorporated herein: "The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the AGREEMENT. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The VILLAGE will ensure that its contractors

and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE's benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this AGREEMENT pursuant to the terms in Paragraph 6 herein."

- 2.2 That the term "CONSULTANT" in Paragraph 7. (g) of the GENERAL CONDITIONS of the AGREEMENT be replaced in each instance to read "CONTRACTOR" and is incorporated herein.
- 2.3 That within the GENERAL CONDITIONS of the AGREEMENT, Paragraph 6 shall be replaced to read as follows and is incorporated herein:

"6. Indemnification

- (a) The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions or any of the VILLAGE contractor's or agent's negligent or willful acts in its performance under this AGREEMENT. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.
- (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 6.(a), who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The

VILLAGE's indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the VILLAGE, under the law."

2.4 It is mutually agreed by and between the parties hereto that all covenants contained in the AGREEMENT which are not in conflict with this FIRST AMENDMENT shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST: _____
Paul Hinds, County Clerk

Frank Trilla, Mayor
Village of Willowbrook

ATTEST: _____
Leroy R. Hansen, Village Clerk
Village of Willowbrook

VILLAGE OF WILLOWBROOK

**BOARD MEETING
AGENDA ITEM - HISTORY/COMMENTARY**

ITEM TITLE:

A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE TO APPROPRIATE \$225,000 OF MOTOR FUEL TAX FUNDS FOR THE MAINTENANCE OF STREETS IN 2015

AGENDA NO. 5e

AGENDA DATE: 2/23/15

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, OTHER HISTORY)

Annually, the Mayor and Board of Trustees are required to adopt a resolution authorizing the anticipated expenditure of Motor Fuel Tax (MFT) funds. The resolution, which merely identifies the amount of funds that are estimated to be used in this year's roadway maintenance program, is then sent to IDOT as part of the Village's annual MFT Program. The FY 2015/16 Budget includes an anticipated \$225,000 expenditure of Motor Fuel Tax Funds for this upcoming construction season.

<u>FUND</u>	<u>PROGRAM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
MFT	04-56-430-684	Street Maintenance Contract	\$225,000

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

Since FY 2013/14, the Village has intentionally maintained a reserve balance in the MFT fund in order to pay the local share (i.e., 30% of the cost, estimated as \$232,000) of the Clarendon Hills Road STP grant funded project which will be completed during FY 2016/17. This will enable the annual roadway maintenance program to continue that year in addition to completing the STP project, so we do not lose a year of planned maintenance work. The following schedule was/is used to build this required reserve amount within the fund, and we are currently on track:

<u>Year</u>	<u>Amount of Funds Reserved</u>
FY 2013/14	+/- \$75,000
FY 2014/15	+/- \$75,000
FY 2015/16	+/- \$75,000
FY 2016/17	+/- \$18,500 (based on project bid results)
TOTAL:	\$243,500

Staff recommends that the Mayor and Board of Trustees authorize the Mayor and Village Clerk to adopt the attached resolution allowing for the expenditure of up to \$225,000 from the Village's Motor Fuel Tax Fund in calendar year 2015.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 15-R-_____

A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY
MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE TO APPROPRIATE \$225,000
OF MOTOR FUEL TAX FUNDS FOR THE MAINTENANCE OF STREETS IN 2015

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, that there is hereby appropriated the sum of \$225,000.00 of Motor Fuel Tax Funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code, from January 1, 2015 to December 31, 2015.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this Resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this Resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

ADOPTED and APPROVED this 23rd day of February, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



BE IT RESOLVED, by the Mayor and Board of Trustees of the
(Council or President and Board of Trustees)
Village of Willowbrook, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$225,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2015
(Date)
to December 31, 2015
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved
Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this
resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above,
submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing
expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this
resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Leroy Hansen Clerk in and for the Village
(City, Town or Village)
of Willowbrook, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on February 23, 2015
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23rd day of February, 2015

(SEAL)

Village Clerk
(City, Town or Village)

Approved

Date
Department of Transportation

Regional Engineer



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

January 29, 2015

VIA CERTIFIED MAIL

Liggons, Janis
38 Kyle Ct
Willowbrook Il 60527

Re: Account No. 350530.009
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$189.75. 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 February 23, 2015, 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

January 29, 2015

Mayor

Frank A. Trilla

VIA CERTIFIED MAIL

Bateman, Perry
300 60th Ct
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 352280.001
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 \$432.44. 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 February 23, 2015, 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

January 29, 2015

Mayor

Frank A. Trilla

VIA CERTIFIED MAIL

Olech, T.
6440 Tennessee Ave
Willowbrook Il 60527

Re: Account No. 352665.000
Delinquent Water Bill

Village Clerk

Leroy R. Hansen

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 \$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 February 23, 2015, 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.

Village Administrator

Tim Halik

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.

Chief of Police

Mark Shelton

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

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

January 29, 2015

VIA CERTIFIED MAIL

Air Design Systems
12011 91st Street
Willow Springs Il 60480-1299

Re: Account No. 410185.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$647.36. 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 February 23, 2015, 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

January 29, 2015

Mayor

Frank A. Trilla

VIA CERTIFIED MAIL

Worldwide Transmission Group
585 Executive Dr
Willowbrook IL 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 410210.004
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 \$930.82. 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 February 23, 2015, 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

January 29, 2015

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

VIA CERTIFIED MAIL

Balducci's
1900 S Highland
Lombard Il 60148

Re: Account No. 411045.002
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$610.30. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 23, 2015, 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

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2015 LEGISLATIVE SESSION OF THE SECOND YEAR OF THE 99TH GENERAL ASSEMBLY

AGENDA NO. 7

AGENDA DATE: 02/23/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TC Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TC Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Through the Village's membership in the DuPage Mayors and Managers Conference, we are given an opportunity to be part of a group comprised of more than 1,000,000 residents located within thirty-three (33) communities. Each year, the Conference develops a Legislative Action Program (LAP) outlining the Conference's legislative initiatives to be furthered throughout the year. The LAP publication (attached) is then forwarded to each member municipality for review. After identifying any desired amendments or exceptions to the LAP, it is locally adopted via resolution.

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

It is customary for the Village to endorse the Conference's Legislative Action Program through adoption of a local resolution. This year's Legislative Priorities are categorized as those initiatives relating to: Revenue and Taxation, Personnel and Labor, Municipal Authority, and Airport Development and Regulations (i.e., impacts of the Elgin-O'Hare Expressway expansion project). Some sub-categories include:

- Protecting Municipal Revenues
- Eliminating Barriers to Local Management of Labor and Personnel
- Preserve and Respect Local Authority
- Transportation
- Statewide Regulations

Once adopted by the Village Board, a signed and certified copy of the attached resolution will be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators that represent Willowbrook, and the Governor's Office.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 15-R-_____

A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE
POSITIONS AND PRIORITIES FOR THE 2015 LEGISLATIVE SESSION
OF THE SECOND YEAR OF THE 99th GENERAL ASSEMBLY

WHEREAS, the Village of Willowbrook is a member of the DuPage Mayors and Managers Conference; and,

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, and businesses in these municipalities, and the region generally; and,

WHEREAS, on January 21, 2015, the DuPage Mayors and Managers Conference voted unanimously to adopt its 2015 Legislative Action Program, attached hereto; and,

WHEREAS, the Village of Willowbrook will be individually benefitted by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Willowbrook regarding legislative positions that may be represented in official capacity or on behalf of the municipality;

NOW, THEREFORE, BE IT RESOLVED that the Village of Willowbrook hereby adopts as its legislative positions and priorities for the 2015 Legislative Session the positions, goals, and principles of the DuPage Mayors and Managers Conference's 2015 Legislative Action Program.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Willowbrook, to the Office of the Governor, and to department heads in the Village of Willowbrook.

ADOPTED and APPROVED this 23rd day of February, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Legislative Priorities are those specific, immediate issues that the Conference pursues either through initiating legislation or through strong advocacy in cooperation with partner organizations. Legislative Priorities are our primary legislative focus as we commence the 99th General Assembly.

REVENUE AND TAXATION

Protect LGDF Revenue

The local portion of state-collected income tax is essential to fund basic municipal services and needs. The state should refrain from freezing, diverting, delaying, or reducing Local Government Distributive Fund (LGDF) revenue. Additionally, the local portion should be returned to the original share.

Reform Municipal Public Safety Pensions

While awaiting a Supreme Court ruling on the state's pension reform, it is vital that the Legislature acknowledge the growing municipal public safety pension crisis. Of critical and immediate importance, the compliance and penalty provisions of Public Act 96-1495 must be amended. This law requires municipalities to fund pensions by 2015 to a level of 90%, amortized to 2040, or risk having local revenue withheld by the state. If the high cost of current pensions is not addressed, this provision will require some municipalities to immediately increase pension funding to a point that cripples their ability to provide basic services. The penalty provision must not take effect before necessary cost-saving reforms are implemented.

PERSONNEL AND LABOR

Amend the Public Safety Employee Benefits Act

PSEBA was originally created to supply health insurance benefits to public safety employees who suffer catastrophic injuries in the line of duty. However, the system is frequently used to provide duplicative benefits at the expense of taxpayers even when recipients are able to secure alternative, gainful employment with health benefits. The federal definition of "catastrophic injury" must be adopted to ensure that taxpayers are no longer needlessly overcharged.

Amend the Illinois Labor Relations Act to Create a Level Playing Field for Labor Arbitration

Municipalities are at a severe disadvantage during interest arbitration, resulting in significant costs to taxpayers. Arbitrators should be required to take into consideration the interest and welfare of the public and the financial ability of the unit of government to meet costs with current revenue streams. The Act should also be amended to establish additional standards that prevent minor issues and unreasonable positions from being taken to arbitration.

Amend the Workers' Compensation Act

Incremental changes to the Illinois Workers' Compensation system have increased the burden on taxpayers to a level that is both unfair and unsustainable. Four specific reforms are sought at this time.

- **Remove the Burden of Proof for the Cause of Firefighter Injuries from Municipalities**
Statutory rebuttable presumption provisions put the burden of proof on the employer to prove that an injury arose from a cause outside of employment. In certain situations this presumption unfairly shifts the burden to the taxpayer to prove causation, particularly in cases where the public agency does not have access to records from an employee's secondary employer. The Act should be changed to place the same burden of proof on firefighters as is placed on other employees.

DuPage Mayors and Managers Conference
2015 Legislative Action Program

- **Require Arbitrators to Adhere to the AMA Disability Rating Guidelines**
The American Medical Association provides guidelines for rating the level of permanent impairment due to injury. However, arbitrators may give little or no consideration to the AMA ratings when provided at hearings, instead awarding greater loss of use, at the expense of taxpayers. State statute should require arbitrators to adhere to the AMA guidelines.
- **Return the Length of Time Compensated to Pre-2006 Levels**
The Act specifies the number of weeks of salary an employee shall receive in compensation for each specific injury. As of February 1, 2006, the number of weeks of compensation was increased by approximately 7%, resulting in additional taxpayers costs. Compensation levels should be returned to those granted through 2005.
- **Overturn the Workers Compensation Commission Case Regarding Shoulder Injuries**
The Commission has ruled that a permanent shoulder injury would be viewed as “man as a whole,” doubling the cost of compensation and also providing duplicative compensation for previous arm injuries. The Act should be amended to overturn the ruling and equate permanent loss of shoulder to loss of use of the arm, which is limited to a total of 253 weeks including previous compensation.

MUNICIPAL AUTHORITY

Remove Barriers of Non-Home Rule Authority

The distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population.

- **Amend the Hotel-Motel Tax**
Allow non-home rule municipalities flexibility in how they may spend Hotel-Motel Tax revenues.
- **Allow Crime Free Housing Regulations**
Home rule municipalities are permitted to license landlords and require periodic inspection of dwellings. Legislation should allow non-home rule communities to use this program as well.
- **Allow Freer Expenditure of Sales Tax Revenue**
Allow non-home rule municipalities to spend referendum-approved sales tax revenue on expenses other than infrastructure.

AIRPORT DEVELOPMENT AND REGULATIONS

Support Western Access

As the Elgin-O’Hare Expressway expansion project is finalized, the state must consider the project’s impact on local residents and businesses. The state should approve a resolution supporting maximum project benefits by ensuring the new access route is a true western entrance to the airport.

Replace the Official Metric for Measuring Aircraft Noise

The recent expansion of the Chicago-O’Hare International Airport and the reconfiguration of its runways have raised aircraft noise significantly, disrupting nearby residents and negatively impacting their quality of life. The state should amend the Permanent Noise Monitoring Act and adopt the Community Noise Equivalent Level (CNEL) as the official metric for measuring aircraft noise in Illinois, thereby providing communities with a more accurate means of documenting the impact of airplane noise.

Legislative Position Statements

Every year the Conference responds to many legislative proposals, initiated by a variety of groups on a vast array of topics, which significantly impact municipalities and their residents. The following Legislative Position Statements outline Conference positions on several of these issues and guide our legislative efforts through the course of the year.

Protect Municipal Revenues

Municipal officials duly elected by their citizens should be allowed the local authority to self-govern and have the flexibility to fund the programs and services they consider necessary. Funds owed to municipalities should not be diverted and state mandates should be balanced against other municipal spending priorities to prevent overburdening local budgets and taxpayers.

- **Determine and Protect the Appropriate Funding Level for Wireless 9-1-1 Systems and Remove the Sunset Date on the Wireless Emergency Telephone Safety Act**
At the advent of cell phone usage, an 73-cent per month access fee was instituted to fund technology which allows cell phones to contact 9-1-1. The decline in landlines necessitates that funding for 9-1-1 systems continue to be derived from the proliferative use of wireless phones.
- **Implement Streamlined Sales Tax**
Implement federal streamlined sales tax rules that preserve intra-state sourcing rules and require the state to treat the resulting funds as pass-through revenue to local governments.
- **Limit the Prevailing Wage Act**
Protect small businesses and reduce local project costs for taxpayers by amending the Prevailing Wage Act to exempt projects below a minimum cost threshold of \$250,000 and annually adjust the threshold by the Consumer Price Index (CPI). Without this exemption, we must oppose the imposition of "responsible bidder" requirements as they would greatly burden smaller, often local, contractors and taxpayers.
- **Permit Municipalities to Collect Hotel-Motel Taxes for Permanent Residents**
The Illinois Hotel Operators' Occupation Tax Act specifically exempts permanent residents and limits municipal hotel and motel tax revenue for people staying 30 days or longer. The Act should be amended to remove the exemption or change the definition of "permanent resident."
- **Reject Unfunded State Mandates**
Legislation often requires communities to divert local expenditures from municipal services and use them to fund state-imposed programs. The state should not impose mandates that increase financial obligations on local governments without providing adequate funds to reimburse municipalities for these new mandates.
- **Make Owners Responsible for Protecting Foreclosed Property**
The burden to maintain foreclosed property should rest not on the municipality and taxpayers, but on the bank or other owner of record.
- **Preferences for Illinois Contractors**
Allow municipalities to select out-of-state contractors, rather than in-state contractors, if the bid differential is greater than 10%.
- **Eliminate or Reduce the Fees for NPDES Permits**
The fees charged to obtain National Pollutant Discharge Elimination System (NPDES) permit coverage for discharges from municipal separate storm sewer systems should be reduced to properly reflect the costs of regulating the systems.

Eliminate Barriers to Local Management of Labor and Personnel

Support must be given to local authority to manage labor and personnel and to implement the most efficient and effective means of delivering services. Legislative barriers that make it difficult to consolidate and coordinate services—including public works, code enforcement, police, and fire—should be eliminated. The resulting efficiency would permit municipalities to provide higher levels of services, save money, and reduce the burden on taxpayers.

- **Preclude Bans on Part-Time or Paid on Call Firefighters**

Many municipalities rely on paid on call (POC) and part-time firefighters and paramedics to staff fire departments and protection districts. Labor agreements should not be allowed to prohibit firefighters from working part-time or POC for other fire services when not on duty with their full-time employer.

- **Exempt Staffing Requirements for Collective Bargaining**

Repeal the recent statutory change making manning a mandatory subject of firefighter arbitration, permitting an outside arbitrator, with no concept of a community's needs and resources, to decide how many firefighters are required on a shift. This affects the number of firefighters that must be employed by a department and weakens municipal ability to manage the department's budget. Taxpayers will bear the burden of these additional costs.

- **Amend the Minimum Wage Law to Mirror the Fair Labor Standards Act Language**

The Federal Labor Standards Act (FLSA) was amended in 2004 to include new rules for determining the exempt and nonexempt status of employees and provide for salary deductions for "unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of written workplace conduct rules." Illinois statute should be amended to allow for a daily equivalent of unpaid disciplinary suspensions.

- **Prohibit Municipal Employees from Serving on the Governing Board**

No municipal employee should be eligible to serve on the governing board for that municipality.

- **Regulate Charitable Solicitations on Behalf of Police or Fire Unions**

Develop effective enforcement against fraud and misrepresentation by solicitors.

- **Amend Public Safety Pension Board Training Legislation**

Amend Public Acts 96-0429 and 94-0354 to permit pension board trustees and police chiefs and deputy chiefs to satisfy training requirements using online courses and webinars, and to allow certification of local community colleges to provide the training. Additionally, provide exemptions for professionals with relevant credentials and remove the requirement for annual review, making training a one-time event.

Preserve and Respect Local Authority

The freedom to make decisions at the local level is the best way that municipalities can fully serve their unique constituencies. Policies should not undermine or preempt local authority and responsibility to protect the health, safety, and welfare of local residents.

- **Expand FOIA Exemptions to Protect Employee Safety and Privacy**
The state should enact common-sense reform to alleviate some of the burden on local governments and taxpayers while still protecting transparency and public access to information. Exemptions to the Act should be expanded to keep private those records relating to employees' personal information and internal investigations into employee conduct. The right of the public to certain information must be carefully balanced with workers' privacy rights.
- **Amend Rules Regarding Publication of Reports and Notices**
Mandated reporting, printing, and notice requirements should be amended to permit municipalities to comply by posting online, providing paper copies on request. Double publication of two-county Truth in Taxation Notices, wasting limited public resources, should be eliminated. In addition, Public Act 97-0146 should be amended to allow municipalities to publish notice of the availability of a Treasurer's Report, rather than the entire Report.
- **Indemnify Municipalities Against Climate Change Lawsuits**
Municipalities cannot be responsible for preventing possible impacts of climate change, and so should be immune from frivolous climate change lawsuits.
- **Permit Municipalities to Adopt the International Plumbing Code**
Municipalities should be permitted to adopt plumbing standards that are at least as stringent as the Illinois Plumbing Code.
- **Preserve Local Risk Management Pools**
Support the preservation of local authority to enter into and manage cooperative risk pools.
- **Amend the Open Meetings Act**
Clarify all rules under the Act regarding the use of developing technology during meetings.
- **Protect Sign Regulation and Limit Billboard Removal Compensation**
Legislation is necessary to allow municipalities to use amortization as a form of "just compensation" when zoning changes cause a billboard to be a nonconforming use.
- **Expand Allowable Annexation Boundaries**
Expand municipalities' rights with respect to involuntary annexations by adding railroad and utility rights-of-way as allowable boundaries.
- **Limit Land Disconnection**
Prohibit the disconnection of land from a municipality without approval from the city council or village board.
- **Permit Special Service Areas for Stormwater Facilities**
Reform Public Act 97-0533 to prohibit the refusal of special service areas and permit municipalities to ensure maintenance of drainage facilities that are the responsibility of homeowner associations.
- **Allow Non-Home Rule Municipalities to Determine the Form of Security Posted by Developers**
Municipalities, rather than developers, should be able to decide whether developers will need a bond or a letter of credit for public improvements.
- **Allow Non-Home Rule Municipalities Greater Flexibility with Regulations and Expenditures**
Allow non-home rule municipalities to employ policies such as state and local funding alternatives, regulation of pawn shops, and economic development incentives. Also, permit non-home rule municipalities to assess and expend—for any government purpose—tax revenue from car rentals, gasoline, and natural gas utilities.

Transportation

A regional approach to transit governance and decision-making is necessary to promote multi-modal options, provide reliable and accessible bus and rail service, respond to current and future economic markets, and ensure an equitable allocation of federal, state, and regional transportation resources to DuPage communities.

- **Permit Municipal Control Over IDOT Projects**
Municipalities should be allowed to obtain partial or full waiver from IDOT review for certain projects, and to hire their own consultants to conduct state reviews to avoid delays. In addition, guidelines should be established to allow municipalities to administer their own Motor Fuel Tax funds without the delay of state approval.
- **Improve Federal Safety Standards for the Transportation of Hazardous Materials and all DOT-111 Tank Cars**
The federal government must institute safety enhancements to ensure public and emergency responder safety in the rail transport of crude oil and other hazardous materials.

Statewide Regulations

Certain issues affecting local health, safety, and welfare require statewide solutions to prevent wrongdoers from finding safe havens.

- **Implement State Legislation to End Puppy Mill Sales at Pet Stores**
Require pet shops to only sell dogs and cats acquired from animal shelters or animal control facilities.
- **Mandate Electronic Prescribing for Schedule II-V Drugs**
Implement the voluntary Drug Enforcement Administration rule and require pharmacies and care providers to handle prescriptions for controlled substances that are designated Schedule II-V entirely online. This system will decrease the risk of forged prescriptions and allow doctors and pharmacies to more easily identify potential cases of drug misuse.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: PRESENTATION / DISCUSSION – MASTER FACILITIES PLAN, PHASE II – CONCEPTUAL RENOVATION PLAN, VILLAGE POLICE STATION, 7760 QUINCY STREET, WILLOWBROOK MUNICIPAL COMPLEX - MARK BUSHHOUSE, WILLIAMS ARCHITECTS	AGENDA NO. 8 AGENDA DATE: <u>2/23/15</u>
---	---

STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
Mark Shelton, Chief of Police	SIGNATURE: <u>Mark Shelton</u>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN JR.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
REVIEWED BY MUNI. SERVICES COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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

Prior to the Board’s decision in 2013 to acquire two (2) adjacent commercial properties, Mark Bushhouse from Williams Architects was asked to conduct a feasibility analysis to determine whether the acquisition of the properties, and subsequent renovation of each facility, could satisfy our previously identified Village facilities long-term space needs. Williams Architects was originally commissioned by the Village in 2002 to conduct a Space Needs Study, which formed the basis of the Village’s Municipal Facilities Master Plan adopted by the Board in January 2004. Williams Architects also designed our public works facility, which was completed in 2009. The results of the feasibility analysis revealed that re-creating the previously envisioned municipal facilities campus concept around the existing Village Hall building could satisfy our long-term space needs at a fraction of the original estimated costs. The Board ultimately agreed on the following phased approach to completing this plan:

- Phase I – Renovation of 835 Midway Drive (Village Hall offices) & Site Alterations
- Phase II – Renovation of 7760 Quincy Street (police station)
- Phase III – Renovation of 825 Midway Drive (community resource center)

With the Village Hall renovation project under construction, on August 11, 2014 the Village Board accepted another proposal from Williams Architects to begin the space programming, conceptual plans, and estimated budget for the renovation of the police department to occur in FY 2015/16. Since that time, several meetings have been held with police command, administration, and several elected officials to review and discuss details of the police department renovation. The attached documents represent the culmination of this effort.

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

Mark Bushhouse will present the details of the conceptual plan to complete Phase I of the renovations. An itemized breakdown of the total Phase I budget costs are attached and generally include:

Building Renovation Costs:	\$898,330 to \$1,111,080
Other Structures / Features / Maintenance:	\$380,840 to \$474,889
Site Costs:	\$186,750 to \$240,500
General Contractor Costs, Phased Construction	\$278,525 to \$347,029
Total Construction Costs:	\$1,744,445 to \$2,173,498
Other Costs:	\$666,378 to \$830,276
Total Phase II Project Budget:	\$2,410,823 to \$3,003,774

ACTION PROPOSED: None – Presentation and Discussion only.

PHASE 2 - POLICE FACILITY RENOVATION & ADDITION

Based on Reduced Concept C - Dated 2/17/15

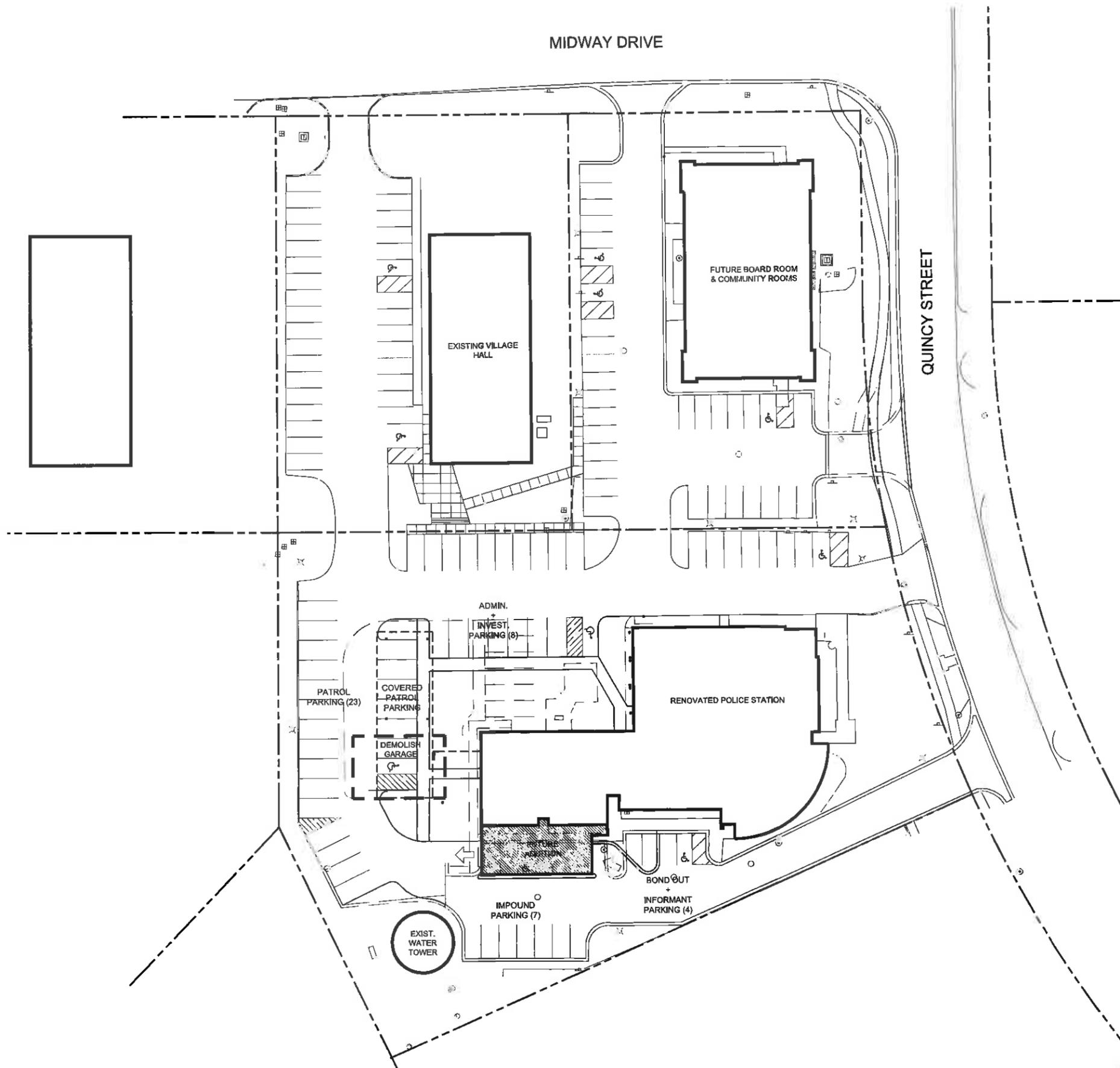
PLANNING STUDY BUDGET

17-Feb-15



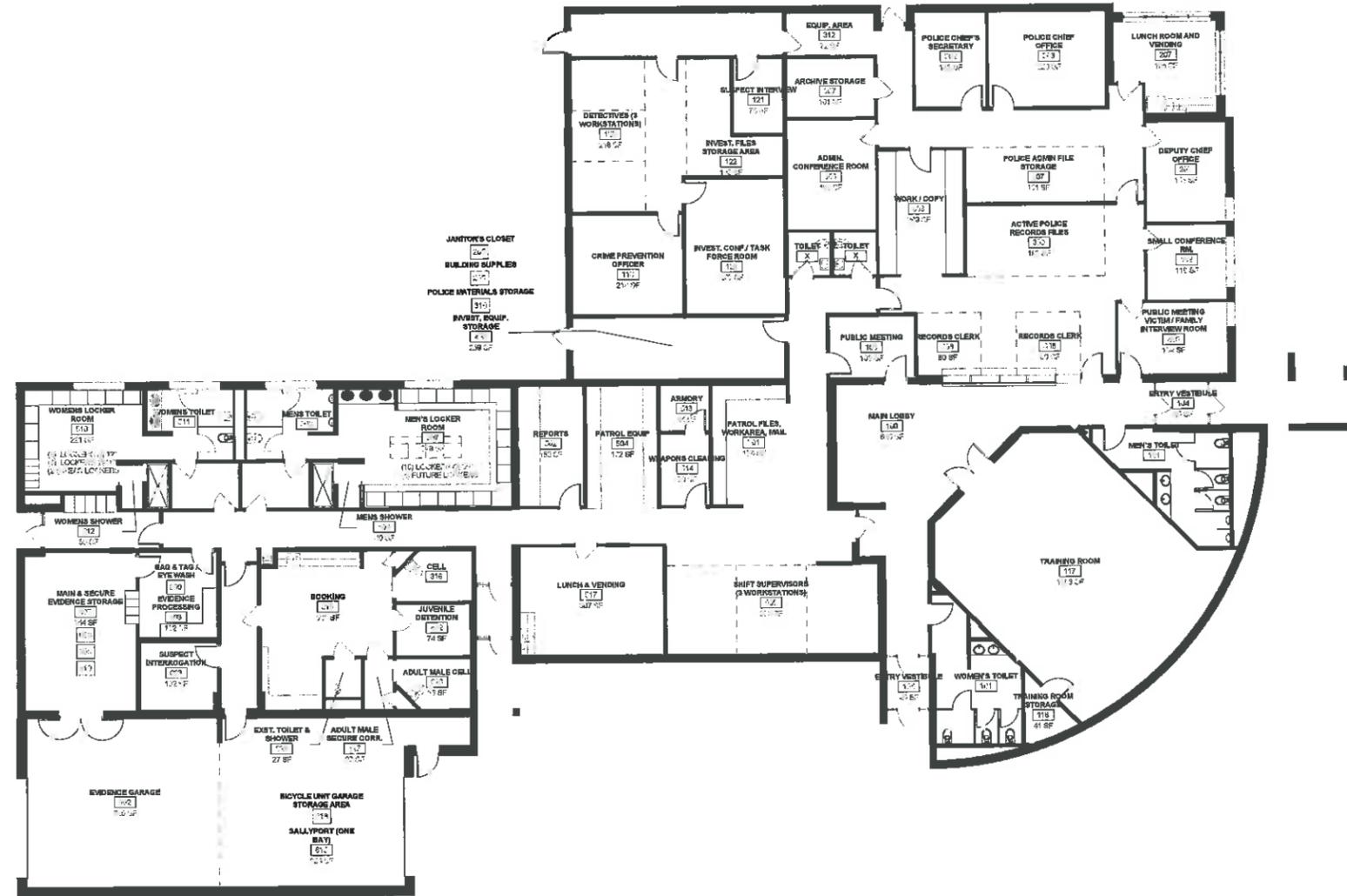
DESCRIPTION	SQUARE FEET	LOW	HIGH	LOW COST	HIGH COST
BUILDING AREAS					
Selective Interior Demolition	11,946	\$4	\$5	\$ 47,784	\$ 59,730
New Public Toilets	500	\$180	\$200	\$ 90,000	\$ 100,000
Admin Office & Training Renovation	4,590	\$37	\$47	\$ 169,830	\$ 215,730
Garage Renovation Into Investigations	1,640	\$60	\$65	\$ 98,400	\$ 106,600
Renovations to Main Lobby	700	\$40	\$50	\$ 28,000	\$ 35,000
Locker Rm Renovations (No Plumbing Changes)	1,025	\$130	\$160	\$ 133,250	\$ 164,000
Patrol Office Area Renovations	2,100	\$35	\$45	\$ 73,500	\$ 94,500
Patrol Support Area Renovations	1,391	\$70	\$90	\$ 97,370	\$ 125,190
Existing Detention Zone	744	\$5	\$10	\$ 3,720	\$ 7,440
Evidence & Entry Addition	0	\$230	\$260	\$ -	\$ -
Sallyport & Evidence Garage Addition	1,459	\$140	\$180	\$ 204,260	\$ 262,620
Wall Fill-In and/or Cut Outs & Windows	520	\$50	\$60	\$ 26,000	\$ 31,200
Low Voltage Wiring & Access Control	14,149	\$3	\$5	\$ 42,447	\$ 70,745
CCTV System	14,149	\$3	\$5	\$ 42,447	\$ 70,745
New HVAC in Admin & Investigations	4,600	\$8	\$10	\$ 36,800	\$ 46,000
Building Totals	14,149	\$63	\$79	\$ 898,330	\$ 1,111,080
OTHER STRUCTURES / FEATURES / MAINTENANCE					
Generator - Natural Gas/175 KW	14,149	\$10	\$11	\$ 141,490	\$ 155,639
Replace Exterior Metal Panels	625	\$22	\$28	\$ 13,750	\$ 17,500
New Roof Insulation and Roofing	13,050	\$10	\$14	\$ 130,500	\$ 182,700
New Coping & Flashing	900	\$20	\$25	\$ 18,000	\$ 22,500
Replace Entrance Soffits	370	\$20	\$25	\$ 7,400	\$ 9,250
Replace Existing Windows - Not Included	0	\$1,200	\$1,800	\$ -	\$ -
Replace Existing Alum Entry Doors - Not Included	0	\$4,000	\$4,500	\$ -	\$ -
Replace Exterior Steel Doors & Frames	2	\$2,500	\$3,000	\$ 5,000	\$ 6,000
Masonry Repairs Allowance	\$ 10,000	20%	20%	\$ 8,000	\$ 12,000
Stain Exterior & Interior Brick	\$ 18,000	10%	10%	\$ 16,200	\$ 19,800
Replace Main Elec. Panel & Fire Alarm System	\$ 45,000	10%	10%	\$ 40,500	\$ 49,500
Optional Patrol Parking Canopy (bid alt.)	0	\$45	\$55	\$ -	\$ -
Other Structures & Features Total				\$ 380,840	\$ 474,889
SITE COSTS					
	Allowance	Under	Over		
Environmental Clean-Up (by Owner)	N.I.C.			\$ -	\$ -
Removal of Existing Fueling Station	N.I.C.			\$ -	\$ -
Demolition of Salt Storage Structure	\$ 50,000	20%	20%	\$ 40,000	\$ 60,000
Site Earthwork, Erosion Control	\$ 25,000	10%	20%	\$ 22,500	\$ 30,000
Asphalt Pavement	\$ 70,000	5%	10%	\$ 66,500	\$ 77,000
Concrete Sidewalks & Curbs	\$ 25,000	5%	10%	\$ 23,750	\$ 27,500
Storm Sewer	\$ 8,000	5%	10%	\$ 7,600	\$ 8,800
Sanitary Sewer	\$ -	5%	10%	\$ -	\$ -
Water Service	\$ -	5%	10%	\$ -	\$ -
Site Lighting	\$ 16,000	10%	20%	\$ 14,400	\$ 19,200
Landscaping	\$ 15,000	20%	20%	\$ 12,000	\$ 18,000
Site Furniture	\$ -	20%	20%	\$ -	\$ -
Signage	\$ -	20%	20%	\$ -	\$ -
Fencing & Gates	\$ -	20%	20%	\$ -	\$ -
Site Totals				\$ 186,750	\$ 240,500
Total Trade Contractors' Costs				\$ 1,465,920	\$ 1,826,469
General Contractor's G.C., Insur. & Fee	15.0%			\$ 219,888	\$ 273,970
Added GC Costs for Phased Construction	4.0%			\$ 58,637	\$ 73,059
TOTAL CONSTRUCTION COST				\$ 1,744,445	\$ 2,173,498
Construction Cost PSF				\$ 123.29	\$ 153.61
OTHER COSTS					
Surveys & Testing	2.0%			\$ 34,889	\$ 43,470
Furniture, Fixtures & Equipment	10.0%			\$ 174,444	\$ 217,350
Consultants	12.0%			\$ 209,333	\$ 260,820
Temporary Locker Rm Trailers (not needed)	\$ -	20%	20%	\$ -	\$ -
Other Owner Costs	3.0%			\$ 52,333	\$ 65,205
Escalation to Summer of 2015	2.0%			\$ 34,889	\$ 43,470
Project Contingency	8.0%			\$ 160,489	\$ 199,962
Other Costs Sub-Total				\$ 666,378	\$ 830,276
TOTAL PHASE 2 PROJECT BUDGET				\$ 2,410,823	\$ 3,003,774
Total Cost PSF				\$ 170.39	\$ 212.30

Not Including: Future Phases, Phone System, Computers, LEED, Commissioning, Additional MEP Replacements
 Site Work Costs to be Confirmed by Civil Engineer / Two Phases of Construction - Owner to Partially Move Out



FEB 18 2015
 VILLAGE OF
 WILLOWBROOK





TOTAL SQUARE FOOTAGE @ EXISTING BUILDING	= 12,890 SF
TOTAL SQUARE FOOTAGE @ NEW ADDITION	= 1,459 SF
TOTAL SQUARE FOOTAGE @ EXIST. + NEW BLDG.	= 14,149 SF

FEB 18 2015

WILLIAMS ARCHITECTS

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, JANUARY 6, 2015, AT THE WILLOWBROOK VILLAGE HALL, 7760
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Ronald Kanaverskis, Laurie Landsman, Robert Pionke, Rene Schuurman, Doug Stetina, and Ramona Weigus.

ABSENT: Commissioners Carol Lazarski, and at time of Roll Call, Lorraine Grimsby.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – DECEMBER 2, 2014

The Commission reviewed the December 2, 2014 minutes.

MOTION: A Motion was made by Commissioner Landsman and seconded by Commissioner Schuurman to approve the December 2, 2014 minutes as presented.

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

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

Santa's Calling

Superintendent Violante advised that 18 children participated in this event.

5. OLD BUSINESS

A. OSLAD Grant for Willow Pond Park

Superintendent Violante stated that Administrator Tim Halik met with the consultant, John Vann, for an update. Bids should go out within the next couple weeks for the entire project. Dredging

originally scheduled for this year will not need to be done per the Illinois Department of Natural Resources.

Chairman Cobb related that the issue of honoring former Parks Superintendent Wally Righton should be revisited during the renovations of the park.

***NOTE: Commissioner Grimsby arrived at 7:11 p.m.

B. Village Race

Commissioner Pionke stated that the Race Committee has held several meetings. A formal presentation to the Parks Commission will most likely occur at the February meeting.

Logo design must be completed by February 1st. The logo is being designed by Gower students. Marketing materials will be done within two weeks after that. The registration web page should be on line by the beginning of February.

Superintendent Violante advised that sponsorship letters were mailed to Willowbrook businesses today.

C. Master Plan

Superintendent Violante had no updates for the Master Plan.

D. 2014 Holiday Party

Superintendent Violante thanked all the Commissioners for a great event. Superintendent Violante advised that this year's entertainment was more appropriate for the younger children and will look at a different option for next year. Other ideas for next year include moving the food and beverage table to another area, using key club students to direct traffic and having a timeline of events posted.

6. NEW BUSINESS

Commissioner Stetina stated the lights for the main tree at Willow Pond were not on.

Superintendent Violante related that a picnic table was stolen from Borse Memorial Park and another table was stolen from Willow Pond. All tables have since been moved to the Public Works building.

7. CORRESPONDENCE/COMMUNICATIONS

Superintendent Violante distributed a thank you letter from the Downers Grove Area FISH Pantry for the donations received after the Holiday Party.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Landsman to adjourn the meeting at the hour of 7:44 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

February 3, 2015



Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.