

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, APRIL 27, 2015, AT 6:30 P.M. AT THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. MOTION - MOTION TO ELECT A TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE
5. VISITORS' BUSINESS - Public comment is limited to three (3) minutes per person
6. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - April 13, 2015 (APPROVE)
  - c. Minutes - Executive Session Meeting - April 13, 2015
  - d. Warrants - \$1,009,194.24 (APPROVE)
  - e. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same (PASS)
  - f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept A Proposal to Conduct the 2015 Spring Brush Collection Program - Pessina Tree Service LLC (ADOPT)
  - g. Proclamation - A Proclamation Recognizing the Week of May 3<sup>rd</sup> Through May 9, 2015 as Municipal Clerks Week in the Village of Willowbrook (APPROVE)

NEW BUSINESS

7. DELINQUENT WATER BILLS
8. ORDINANCE - AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS," AND SECTION 3-12-15 ENTITLED "CONSUMPTION ON PREMISES:" OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. - LED STREETLIGHT REPLACEMENT PROJECT
10. MOTION - MOTION TO APPROVE - FISCAL YEAR 2015/16 BUDGET
11. PRESENTATION - POLICE DEPARTMENT 2014 ANNUAL REPORT

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 13, 2015 AT THE VILLAGE POLICE DEPARTMENT BUILDING, 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, Trustees Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: Village Clerk Leroy Hansen

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Attorney Bastian 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 - March 23, 2015 (APPROVE)
- c. Warrants - \$217,844.67 (APPROVE)
- d. Monthly Financial Report - March 31, 2015 (APPROVE)
- e. Resolution - A Resolution Authorizing the Chief of Police to Purchase Two (2) APX 7000, 7/800, PSM, Dual Band, UHR, R2 Portable Radios - Resolution No. 15-R-15 (ADOPT)

- f. Resolution - A Resolution Authorizing the Acceptance of Change Order Number 38 - Structural Modifications - Village Hall Renovation Project - Pulled for Discussion
- g. Resolution - A Resolution Proclaiming May 15, 2015 Police Officers Memorial Day and the Week of May 10<sup>th</sup> - 16<sup>th</sup>, 2015 as Police Week in the Village of Willowbrook - Resolution No. 15-R-16 (ADOPT)
- h. Motion to Approve - Request for Waiver of Permit Fees - West Suburban Shrine Club (APPROVE)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda. Trustee Mistele recommended that Item 5f be tabled at this time. Administration is working on an additional change order that will help to close out the contract for the Village Hall reconstruction contract.

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

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

MOTION DECLARED CARRIED

MOTION: Made by Trustee Davi and seconded by Trustee Kelly to table Item 5f until a future meeting.

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

MOTION DECLARED CARRIED

#### NEW BUSINESS

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

Attorney Bastian advised that Ramona Weigus has requested to be removed from the Parks and Recreation Commission. Attorney Bastian also advised that the term expiration date for the Plan Commissioners should be April 30, 2019.

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to approve the Commission appointments as amended.

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

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 86-32 AS APPROVED IN ORDINANCE NO. 86-O-32 AND AS AMENDED IN ORDINANCE NOS. 87-O-41, 94-O-19, 95-O-09, 96-O-09, 98-O-23, 00-O-30, 02-O-11, 10-O-08, 12-O-21, 14-O-32, AND 15-O-01 - 6300 KINGERY HIGHWAY (HINSDALE LAKE COMMONS SHOPPING CENTER)

Planning Consultant Charlton stated that this ordinance amendment adds to the changes that had been approved by the Board at a previous meeting relating to the Whole Foods. The amendment includes the addition of 29 parking spaces, enclosing all dumpster areas in the rear of the shopping center, landscaping, new facades, sidewalk enhancements, and new signs.

The Plan Commission held a public hearing on March 4, 2015 and received unanimous support for the project.

Ms. Charlton related that the ordinance recognizes that the center is compliant with parking spaces and adequate for the uses within the shopping center. A specification was included that not more than 10 ½% of the total square footage can be used for restaurant usage. This will ensure that more parking spaces will not be required.

Ms. Charlton also stated that one of the tentative new tenants is a pet store. A provision was added that will only allow temporary boarding of cats only during adoption events. There will be no overnight boarding for family pets.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 15-O-07 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE AMENDING SECTION 11-3-1 ENTITLED "TAX REQUIRED; AMOUNT" OF CHAPTER 3 ENTITLED "MUNICIPAL HOTEL TAX" OF TITLE 11, ENTITLED "TAXES" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Interim Director of Finance Dittman stated that the Village established a 1% tax in 1986 for room occupancies at the four (4) hotels located in town. Recently, tax receipts have been down. As a non-home rule Village, the maximum amount of tax that can be collected is 5%. Most municipalities surrounding Willowbrook charge 3 - 5%.

The ordinance would go into effect June 1, 2015. The increase would raise approximately \$180,000 in additional revenue for the hotel/motel tax fund, which is used to promote tourism.

MOTION: Made by Trustee Oggerino and seconded by Trustee Berglund to pass Ordinance No. 15-0-08 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT TO COMPLETE A LED STREETLIGHT CONVERSION PROJECT - UTILITY DYNAMICS CORPORATION, OSWEGO

Management Analyst Hummel related that this project was made possible by an Illinois Department of Commerce and Economic Opportunity (DCEO) grant. This project will replace 64 antiquated cobra-head streetlight fixtures with LED retrofit fixtures. The lowest bid was received by Utility Dynamics Corporation.

Trustee Kelly questioned if the grant money is secured. Administrator Halik advised that the Village has a binding contract with DCEO.

Trustee Mistele asked if this contract is for all streetlights in town. Management Analyst Hummel stated that this only for 64 lights. The total amount of streetlights is 222. Administrator Halik advised that once this contract is awarded, the remainder of the grant funds will be brought before the Board at a future meeting to complete the rest of the lights. The additional project had been approved during the Budget Workshop.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 15-R-17 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A CERTAIN CONTRACT - LANDSCAPE MAINTENANCE SERVICES - ON THE GREEN SOLUTIONS, CLARENDON HILLS

Administrator Halik stated that a public bid opening was conducted on April 7, 2015 at 10:00 a.m. for landscape maintenance services. Two bids were received. The low bid was received by On the Green Solutions, which was in an amount that is 4% below last year's cost.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to adopt Resolution No. 15-R-18 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. COMMITTEE REPORTS

Trustee Neal wanted to thank Trustee Mistele and Planning Consultant JoEllen Charlton for working with her on property issues between Hinsdale Lake Commons and Lake Hinsdale Village.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

12. ATTORNEY'S REPORT

Attorney Bastian had no report.

13. CLERK'S REPORT

Deputy Clerk Stuchl had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halik advised that the bond sale closing occurred earlier in the day, and the funds have been wired to the Village account.

15. MAYOR'S REPORT

Mayor Trilla wished to congratulate Administrator Halik and Trustee Kelly for their work in the bond process.

16. EXECUTIVE SESSION

- a. Appointment, Employment, Compensation, Performance of a Specific Employee Pursuant to 5 ILCS 120/2(c)(1)

ADJOURN INTO EXECUTIVE SESSION

MOTION: Made by Trustee Mistele, seconded by Trustee Kelly, to adjourn into Executive Session at the hour of 6:55 p.m.

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

MOTION DECLARED CARRIED

17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Meeting at the hour of 7:08 p.m.

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Village Board Minutes  
April 13, 2015

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

April 27, 2015.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

April 27, 2015

GENERAL CORPORATE FUND	-----	\$111,683.89
WATER FUND	-----	141,266.67
TIF SPECIAL REVENUE FUND	-----	670,519.93
WATER CAPTIAL IMPROVEMENT FUND	-----	11,340.00
DEBT SERVICE FUND	-----	68,338.80
L.A.F.E.R. FUND	-----	6,044.95
TOTAL WARRANTS	-----	\$1,009,194.24

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2015

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
A FREEDOM FLAG CO (2634) 18788 BUILDING MAINTENANCE SUPPLIES 01-405-351	04/28 CK# 86357 01-10-466-351	\$638.95 638.95
AFLAC (46) D7088 APR 15 EMP DED PAY - AFLAC/OTHER INS 01-210-218 D7088 APR15 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	04/28 CK# 86358 01-210-218 01-210-217	\$2,179.28 1,725.41 453.87
AIRGAS USA LLLC (2600) 9926360098 EQUIPMENT RENTAL 01-535-290	04/28 CK# 86359 01-35-750-290	\$54.53 54.53
AL WARREN OIL CO (2205) 10901386 GASOLINE INVENTORY 01-190-126	04/28 CK# 86360 01-190-126	\$5,073.67 5,073.67
ALEXANDRIA RUMSA (2084) BABY YOGA WINTER RECREATION FEES 01-310-816	04/28 CK# 86361 01-310-816	\$44.00 44.00
AMERICAN FIRST AID SERVICE INC (77) 21726 OPERATING EQUIPMENT 01-451-401	04/28 CK# 86362 01-30-630-401	\$51.30 51.30
AMERICAN TRAFFIC SOLUTIONS (2300) 19114/MAR 15 RED LIGHT CAMERA FEES 01-30-630-247 19114/MAR 15 RED LIGHT - MISC FEE	04/28 CK# 86366 01-30-630-247 01-30-630-249	\$24,675.50 22,475.00 2,200.50
AUTO TRUCK GROUP (153) 1291323 MAINTENANCE - EQUIPMENT 01-525-411	04/28 CK# 86367 01-35-740-411	\$847.87 847.87
BANNERVILLE USA INC (2146) 19515 FAMILY SPECIAL EVENT - RACE	04/28 CK# 86368 01-20-585-154	\$75.00 75.00
BLACK GOLD SEPTIC (208) 6247/APR 15 MAINTENANCE - PW BUILDING	04/28 CK# 86369 01-35-725-418	\$310.00 310.00
CALL ONE INC (289) 1010-9812 APR15 PHONE - TELEPHONES 01-451-201 10109812 APR15 PHONE - TELEPHONES 01-420-201	04/28 CK# 86370 01-30-630-201 01-10-455-201	\$1,731.52 822.60 908.92
CAR REFLECTIONS (296) 15-207 MAINTENANCE - VEHICLES 01-451-409 15-208 MAINTENANCE - VEHICLES 01-451-409	04/28 CK# 86372 01-30-630-409 01-30-630-409	\$1,150.00 550.00 600.00
CHICAGO TRIBUNE (330) 1YR 4/26/16 FEES DUES SUBSCRIPTIONS 01-420-307	04/28 CK# 86373 01-10-455-307	\$299.00 299.00
CITY WIDE OF ILLINOIS (2667) 1202 MAINTENANCE - BUILDING 01-405-228	04/28 CK# 86374 01-10-466-228	\$1,035.82 1,035.82
COMMONWEALTH EDISON (370) 0423085170/AP15 RED LIGHT - COM ED 0791026027/AP15 RED LIGHT - COM ED 4215105154AP15 ENERGY - STREET LIGHT 01-530-207 4403140110/AP15 ENERGY - STREET LIGHT 01-530-207 6863089003/AP15 RED LIGHT - COM ED 7432089030/AP15 ENERGY - STREET LIGHT 01-530-207 7494249014AP15 ENERGY - (COMED 835)	04/28 CK# 86375 01-30-630-248 01-30-630-248 01-35-745-207 01-35-745-207 01-30-630-248 01-35-745-207 01-10-466-240	\$1,742.56 71.23 48.74 518.58 84.38 41.51 404.55 573.57
COMPASS PLUMBING LLC (2306) 6969 MAINTENANCE - BUILDING 01-405-228	04/28 CK# 86376 01-10-466-228	\$248.00 248.00
DISCOVERY BENEFITS SIMPLIFY (2534) 21019 APR 2015 EMP DED PAY - FSA FEE 01-210-221 21019 APR 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC	04/28 CK# 86377 01-210-221 01-10-455-141	\$50.00 39.60 10.40
CHRISTOPHER M. DRAKE (489) 15 UNFRMS UNIFORMS 01-451-345	04/28 CK# 86378 01-30-630-345	\$152.00 152.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE COUNTY TREASURER (497)	04/28 CK# 86379	\$750.00
IA 44 EDP-SOFTWARE 01-457-212	01-30-640-212	750.00
DUPAGE COUNTY (511)	04/28 CK# 86380	\$500.00
4/15/15 100 CT TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
4/15/15 100 CT SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	04/28 CK# 86381	\$11,044.93
030-1504MAR 15 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
15-002 RADIO EQUIPMENT 01-485-622	01-30-680-622	5,288.28
15-003 RADIO EQUIPMENT 01-485-622	01-30-680-622	5,288.28
FIRESTONE TIRE & SERVICE (603)	04/28 CK# 86387	\$2,816.40
225302 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	1,335.24
225304 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	1,481.16
GADDIS DAVID (652)	04/28 CK# 86388	\$188.30
15UMFRMS UNIFORMS 01-451-345	01-30-630-345	188.30
W.W. GRAINGER (1999)	04/28 CK# 86389	\$362.70
9703860206 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	27.54
9705009224 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	58.88
9709537360 OPERATING EQUIPMENT 01-540-401	01-35-755-401	6.82
9714295178 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	269.46
ILLINOIS SHOTOKAN KARATE (909)	04/28 CK# 86392	\$837.00
6049/WTR WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	837.00
INDUSTRIAL ELECTRICAL SUPPLY (929)	04/28 CK# 86393	\$646.00
232943 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	646.00
KH KIM TAEKWONDO (2407)	04/28 CK# 86394	\$90.75
1/7/15-3/18/15 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	90.75
KIEFT BROTHERS INC (1051)	04/28 CK# 86395	\$1,074.40
209194 SITE IMPROVEMENTS 01-535-289	01-35-750-289	340.00
209229 SITE IMPROVEMENTS 01-535-289	01-35-750-289	734.40
KING CAR WASH (1057)	04/28 CK# 86396	\$325.00
60/MAR 15 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	325.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	04/28 CK# 86397	\$573.72
9001302657 COPY SERVICE 01-451-315	01-30-630-315	188.86
9001309951 COPY SERVICE 01-420-315	01-10-455-315	384.86
LOGSDON OFFICE SUPPLY (2452)	04/28 CK# 86398	\$674.29
938150-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	94.02
938150-001 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	111.32
938150-001 OFFICE SUPPLIES 01-551-301	01-40-810-301	33.98
938150-002 OFFICE SUPPLIES 01-420-301	01-10-455-301	-14.58
939064-001 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	53.94
939064-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	49.96
939064-001 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	345.65
MARQUARDT & BELMONTE P.C. (2259)	04/28 CK# 86399	\$907.50
7115/APR 15 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	907.50
METRO ENVIRONMENTAL CONTRACTORS (1244)	04/28 CK# 86400	\$5,000.00
12597 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	5,000.00
MOTOROLA SOLUTIONS INC (1312)	04/28 CK# 86402	\$68.00
174582272015 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NOVOTNY FRANK & ASSOC. INC. (1394)	04/28 CK# 86403	\$80.00
APRIL 15 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	80.00
ORKIN EXTERMINATING (1439)	04/28 CK# 86404	\$84.70
D26043604/23/15 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	84.70
P.F. PETTIBONE & CO. (1491)	04/28 CK# 86405	\$1,085.40
33033 PRINTING & PUBLISHING 01-451-302	01-30-630-302	125.69
33033 OPERATING SUPPLIES 01-451-331	01-30-630-331	959.71
PACIFIC TELEMAGEMENT SERVICES (2197)	04/28 CK# 86406	\$78.00
741788/MAY 15 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PALOS SPORTS (1453)	04/28 CK# 86407	\$989.00
196362-00 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	989.00
PCS INTERNATIONAL (2201)	04/28 CK# 86408	\$941.82
134978 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	171.66
135082 VILLAGE WIDE IT SOFTWARE/LICENSES	01-25-615-213	770.16
PETTY CASH C/O TIM HALIK (1492)	04/28 CK# 86409	\$96.51
4/20/15 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	76.51
4/20/15 SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	20.00
PRO-TEK LOCK AND SAFE (1547)	04/28 CK# 86410	\$188.66
83245 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	62.02
83245 OPERATING EQUIPMENT 01-451-401	01-30-630-401	126.64
PUBLIC SAFETY DIRECT INC (2309)	04/28 CK# 86411	\$388.15
26711 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
27058-2 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	98.20
27111 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	99.95
27215 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
RAGS ELECTRIC, INC (1585)	04/28 CK# 86412	\$14,862.37
15107 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	5,380.00
15108 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	6,781.24
15116 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	122.00
15117 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	515.02
15117-1 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	465.00
15118 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	291.26
15119 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	1,145.35
15120 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	162.50
RATHS, RATHS & JOHNSON, INC. (1591)	04/28 CK# 86413	\$990.00
14096-501 REIMB.	01-40-820-255	525.00
14105-501 REIMB.	01-40-820-255	465.00
RAY O'HERRON CO., INC. (1594)	04/28 CK# 86414	\$270.00
1521908 UNIFORMS 01-451-345	01-30-630-345	270.00
SERVICE SANITATION INC (1697)	04/28 CK# 86416	\$317.08
6962598 RENT - EQUIPMENT 01-615-234	01-20-570-234	30.54
6988389 RENT - EQUIPMENT 01-615-234	01-20-570-234	161.00
6988390 RENT - EQUIPMENT 01-615-234	01-20-570-234	125.54
SHERIDAN PLUMBING & SEVER (2425)	04/28 CK# 86417	\$2,056.50
7757 SITE IMPROVEMENTS 01-535-289	01-35-750-289	2,056.50
SHRED-IT (1712)	04/28 CK# 86418	\$715.68
9405379504 DOCUMENT STORAGE 01-415-262	01-10-455-267	715.68

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
STALKER RADAR APPLIED CONCETPS INC (2679)	04/28 CK# 86421	\$1,369.00
S176983 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	1,369.00
STAPLES (1767)	04/28 CK# 86423	\$-154.83
176704091508179 OPERATING SUPPLIES 01-25-615-331	01-25-615-331	9.99
8033752204 OFFICE SUPPLIES 01-420-301	01-10-455-301	-164.82
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	04/28 CK# 86424	\$4,280.35
66688/MAR15 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	4,280.35
SUBURBAN LIFE PUBLICATIONS (1805)	04/28 CK# 86426	\$318.80
10074604MAR15 PRINTING & PUBLISHING 01-25-610-302	01-25-610-302	94.20
10074604MAR15 PRINTING & PUBLISHING 01-501-302	01-35-710-302	186.60
53299/VH FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	38.00
SUNSET SEWER & WATER (2276)	04/28 CK# 86427	\$6,354.58
2015-082 SITE IMPROVEMENTS 01-535-289	01-35-750-289	1,605.90
2015-090 SITE IMPROVEMENTS 01-535-289	01-35-750-289	2,810.74
2015-092 SITE IMPROVEMENTS 01-535-289	01-35-750-289	1,937.94
TAMELING GRADING (1836)	04/28 CK# 86428	\$2,425.00
TG5,AR 15 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	2,425.00
TAMELING INDUSTRIES (1844)	04/28 CK# 86429	\$227.62
100390 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	227.62
TCF NATIONAL BANK (1828)	04/28 CK# 86430	\$55.25
IL15061A15-0806 OPERATING EQUIPMENT 01-451-401	01-30-630-401	31.25
IL15178A15-0713 OPERATING EQUIPMENT 01-451-401	01-30-630-401	24.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	04/28 CK# 86431	\$1,102.00
15-1009 REIMB.	01-40-830-117	200.00
15-1095 REIMB.	01-40-830-117	200.00
15-1164 REIMB.	01-40-830-117	602.00
15-1237 REIMB.	01-40-830-117	100.00
THOMSON WEST (1871)	04/28 CK# 86432	\$678.00
831634398 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	678.00
TRAFFIC CONTROL & PROTECTIONS (2337)	04/28 CK# 86434	\$60.40
82819 ROAD SIGNS 01-540-333	01-35-755-333	60.40
UNIFIRST (1926)	04/28 CK# 86437	\$302.65
0610896093 MAINTENANCE - PW BUILDING	01-35-725-418	58.10
0610898928 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	186.45
0610898980 MAINTENANCE - PW BUILDING	01-35-725-418	58.10
VERIZON WIRELESS (1972)	04/28 CK# 86438	\$706.50
9743217664 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	68.49
9743217664 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.37
9743217664 PHONE - TELEPHONES 01-451-201	01-30-630-201	379.18
9743217664 TELEPHONES 01-501-201	01-35-710-201	136.96
9743217664 TELEPHONES 01-551-201	01-40-810-201	98.50
WAREHOUSE DIRECT (2002)	04/28 CK# 86439	\$18.85
2667646-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	15.42
2667727-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	3.43
WESTFIELD FORD (2028)	04/28 CK# 86440	\$104.95
390502 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	104.95
WESTTOWN AUTO SUPPLY COMPANY (2026)	04/28 CK# 86441	\$467.29
62762 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	460.00

VILLAGE OF WILLOWBROOK

RUN DATE: 04/22/15

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
62762 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	7.29
WILD GOOSE CHASE INC (2047)	04/28 CK# 86442		\$1,890.00
22494 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-555-342	1,050.00
22645 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-555-342	840.00
WILLOWBROOK FORD INC. (2056)	04/28 CK# 86443		\$2,115.62
802161/1 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	1,460.62
8021744/1 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	655.00
TOTAL GENERAL CORPORATE FUND			\$111,683.89

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2015

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RUN TIME: 04:03PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ASSOCIATED TECHNICAL SERV. LTD. (126)	04/28 CK# 86364	\$3,435.75
26096 LEAK SURVEYS 02-430-276	02-50-430-276	1,892.00
26118 LEAK SURVEYS 02-430-276	02-50-430-276	1,543.75
AT & T MOBILITY (64)	04/28 CK# 86365	\$72.89
826930710/APR15 PHONE - TELEPHONES 02-401-201	02-50-401-201	72.89
CALL ONE INC (289)	04/28 CK# 86370	\$631.27
1010-9812 APR15 PHONE - TELEPHONES 02-401-201	02-50-401-201	631.27
COMMONWEALTH EDISON (370)	04/28 CK# 86375	\$1,883.50
4651111049/AP15 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,089.44
5071072051/AP15 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	794.06
DUPAGE WATER COMMISSION (521)	04/28 CK# 86383	\$134,692.61
10849/MAR 15 PURCHASE OF WATER 02-420-575	02-50-420-575	134,692.61
ENVIRO TEST INC (555)	04/28 CK# 86384	\$87.50
15-130960 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
H-B-K WATER METER SERVICE (739)	04/28 CK# 86390	\$36.20
15-199 METERS FLOW TESTING 02-435-278	02-50-435-278	36.20
METROPOLITAN INDUSTRIES INC (1248)	04/28 CK# 86401	\$230.00
296144 EDP EQUIPMENT MAINTENANCE 02-417-263	02-50-417-263	230.00
UNDERGROUND PIPE & VALVE, CO. (1923)	04/28 CK# 86436	\$60.00
7092 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	60.00
VERIZON WIRELESS (1972)	04/28 CK# 86438	\$136.95
9743217664 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.95
TOTAL WATER FUND		\$141,266.67

VILLAGE OF WILLOWBROOK

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T I F SPECIAL REVENUE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE COUNTY COLLECTOR (503)	04/28 CK# 86382	\$670,519.93
UNSPENT \$ TIF SURPLUS DISTRIBUTION	05-59-410-307	670,519.93
TOTAL T I F SPECIAL REVENUE FUND		\$670,519.93

VILLAGE OF WILLOWBROOK

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WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CALUMET CITY PLUMBING CO., INC (2629)	04/28 CK# 86371	\$11,340.00
16335 MTU REPLACEMENT	09-65-440-602	5,520.00
16380 MTU REPLACEMENT	09-65-440-602	4,200.00
16481 MTU REPLACEMENT	09-65-440-602	1,620.00
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$11,340.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2015

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DEBT SERVICE FUND

CHECKS & DIR. DEBITS

RUN TIME: 04:03PM

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
FARR, MILLER & WASHINGTON LLC (2681) 86 BOND ISSUANCE COSTS	04/28 CK# 86385 11-70-550-404	\$3,000.00 3,000.00
ICE MILLER LLP (2680) 1360710 BOND ISSUANCE COSTS	04/28 CK# 86391 11-70-550-404	\$22,000.00 22,000.00
SIKICH LLP (1722) 212829/BONDS BOND ISSUANCE COSTS	04/28 CK# 86419 11-70-550-404	\$2,250.00 2,250.00
SPEER FINANCIAL, INC. (1758) 35-15 BOND ISSUANCE COSTS	04/28 CK# 86420 11-70-550-404	\$17,363.80 17,363.80
STANDARD AND POOR'S (2180) 10366184 BOND ISSUANCE COSTS	04/28 CK# 86422 11-70-550-404	\$10,500.00 10,500.00
LAW OFFICES STORINO RAMELLO & DURKIN (2545) 66851 BOND ISSUANCE COSTS 2	04/28 CK# 86425 11-70-550-404	\$12,000.00 12,000.00
UMB BANK N.A. (2682) 4/13/15 BOND ISSUANCE COSTS	04/28 CK# 86435 11-70-550-404	\$1,225.00 1,225.00
TOTAL DEBT SERVICE FUND		\$68,338.80

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2015

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RUN DATE: 04/22/15

RUN TIME: 04:03PM

LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ARAMARK UNIFORMS SERVICES (2564)	04/28 CK# 86363	\$800.00
2078946470 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	800.00
FIRE & SECURITY SYSTEMS INC. (601)	04/28 CK# 86386	\$250.00
151005 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	250.00
RIEKE OFFICE INTERIORS (2660)	04/28 CK# 86415	\$4,275.00
34463 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	210.00
34502 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	350.00
34525 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	1,365.00
34534 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	445.00
34742 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	750.00
34744 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	1,065.00
34752 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	800.00
CREDIT 34185 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	-710.00
STAPLES (1767)	04/28 CK# 86423	\$239.95
8033945347 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	239.95
TIGER SUPPLIES INC (2661)	04/28 CK# 86433	\$480.00
172947 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	480.00
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$6,044.95

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2015

RUN DATE: 04/22/15

SUMMARY ALL FUNDS

RUN TIME: 04:03PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	111,683.89	*
02-110-105	WATER FUND-CHECKING 0010330283	141,266.67	*
05-110-105	T I F SPECIAL REVENUE FUND-CHECKING 0010330283	670,519.93	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	11,340.00	*
11-110-105	DEBT SERVICE FUND-CHECKING - 0010330283	68,338.80	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	6,044.95	*
TOTAL ALL FUNDS		1,009,194.24	**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE OF THE SAME	<b>AGENDA NO.</b> <b>6e</b>  <b>AGENDA DATE:</b> <u>4/27/15</u>
--	---

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

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

As part of the public works department fleet of vehicles, a Ford F-150 pick-up truck was purchased in the spring of 2009. This vehicle was outfitted with a snow plow assembly and was used during the winter months in the Village Snow & Ice Control Program. This vehicle is due to be replaced in fiscal year 2015/16 (after May 1, 2015). However, the condition of the vehicle has now worsened and it is exhibiting numerous maintenance issues. So much so, that staff would recommend it be sold now prior to physically receiving the replacement vehicle. It will be sold in an "as-is" condition.

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

The following Village owned vehicle is deemed surplus and ready for sale:

VIN	MODEL YEAR	MAKE	BODY	CURRENT MILEAGE
1FTPF14V69KA82729	2009	FORD	F-150 pick-up	107,350

Staff intends to use the services of Insurance Auto Auctions to sell the vehicle to the highest bidder.

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the sale of the vehicle listed above

**ACTION PROPOSED:**

Pass Ordinance.

ORDINANCE NO. 15-O-\_\_\_\_\_

AN ORDINANCE DECLARING SURPLUS PROPERTY  
AND AUTHORIZING THE SALE OF THE SAME

---

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

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

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

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

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the property set forth on Exhibit "A" now owned by the Village of Willowbrook in any manner he deems appropriate, with or without advertisement.

SECTION THREE: The Village Administrator is hereby authorized to dispose of the property set forth on Exhibit "A" to the recipient thereof.

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

PASSED and APPROVED this 27th day of April, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

**EXHIBIT "A"**

<b>VIN</b>	<b>Model Year</b>	<b>Make</b>	<b>Body</b>
1FTPF14V69KA82729	2009	FORD	F-150 pick-up

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO CONDUCT THE 2015 SPRING BRUSH COLLECTION PROGRAM – PESSINA TREE SERVICE LLC	<b>AGENDA NO.</b> <span style="float: right; font-size: 1.2em;">6f</span>  <b>AGENDA DATE:</b> <u>4/27/15</u>
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<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b>	<u>Tim Halik</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b>	<u>THOMAS BASTIAN TH.</u>
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b>	<u>Tim Halik</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input checked="" type="checkbox"/> on <u>4/13/15</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>		

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

Last year, the Village’s regular tree maintenance contractor, Mario’s Tree Service, Inc., completed the Village-wide Spring brush collection program. At that time, the Village performed a curb-side brush chipping program and the resulting chips were processed using a separate tub grinder to produce a high-quality mulch to be provided to residents.

Staff has again solicited proposals from several landscape maintenance contractors. This year’s low proposal was submitted by Pessina Tree Service LLC in the amount of \$9,500 (\$118.75/hr./crew x two crews). Pessina is the landscape maintenance contractor that has performed our Emerald Ash Borer (EAB) tree removals over the last two (2) seasons. Pessina also agreed to remove the poor quality chips resulting from the collection program, and deliver an equal amount of ground mulch to be made available to residents.

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

The cost of the Spring collection program is \$9,500. This includes two (2) chipping crews working 40 hours each to complete the program. The F.Y. 2015/16 Budget includes the following funding to conduct both the Spring and Fall Brush Collection Programs:

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

**ACTION PROPOSED:**

Adopt resolution. The Spring Brush Program is scheduled to occur the week of May 11<sup>th</sup> thru the 15<sup>th</sup>. A postcard mailer will be sent along with notification on the Village’s website to advise residents.

RESOLUTION NO. 15-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO  
ACCEPT A PROPOSAL TO CONDUCT THE 2015 SPRING BRUSH  
COLLECTION PROGRAM – PESSINA TREE SERVICE LLC

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Pessina Tree Service LLC on a time and material basis to complete the 2015 Spring Brush Collection Program in an amount set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 27<sup>th</sup> day of April, 2015

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

**Exhibit "A"**



**Pessina Tree Service LLC**

**45W520 Jeter Road**

**Big Rock, IL 60511**

**630-556-3985**

April 10, 2015

Village of Willowbrook

7760 Quincy Street

Willowbrook, IL 60527

RE: Brush Pick-up

Attention: Garrett Hummel

This letter serves as an agreement that Pessina Tree Service, LLC agrees to do the brush pick-up for the Village of Willowbrook for the week of May 11-15, 2015 for the lump sum price of \$9500.00. If you have any please feel free to call us. We look forward to working with you.

Sincerely,

  
Dale Pessina

Owner

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A PROCLAMATION RECOGNIZING THE WEEK OF MAY 3 THROUGH MAY 9, 2015 AS MUNICIPAL CLERKS WEEK IN THE VILLAGE OF WILLOWBROOK

**AGENDA NO.**

**6g**

**AGENDA DATE:** 4/27/15

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:**

*Cindy Stuchl*

**LEGAL REVIEW:** Thomas Bastian

**SIGNATURE:**

*THOMAS BASTIAN JR.*

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:**

*T. Hill*

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

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

The International Institute of Municipal Clerks (IIMC) has designated May 3 – May 9, 2015 as Municipal Clerks Week. Initiated in 1969 and sponsored by IIMC, Municipal Clerks Week recognizes the important role of Municipal Clerks in local government, and their contributions in servicing their communities and educating the public on the significance of their roles. Municipal Clerks help to administer the laws and services that directly affect the daily lives of our citizens. These dedicated professionals play an instrumental role in maintaining the efficiency and effectiveness of the entire public sector and work every day to keep every level of government running smoothly.

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

The Mayor and Board of Trustees have over the past years adopted Proclamations recognizing “Municipal Clerks Week” within the Village of Willowbrook. This Proclamation is intended to assist the citizens of Willowbrook to become more aware of the significant role of the Municipal Clerk in local government and their contributions in servicing their communities by administering the laws and services that directly affect the daily lives of our citizens.

**ACTION PROPOSED:** APPROVE THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

**WHEREAS**, the Office of the Municipal Clerk is the oldest position among public servants; and

**WHEREAS**, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality rendering equal service to all; and

**WHEREAS**, the Municipal Clerk serves as the information center on functions of local government and community; and

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations; and

**WHEREAS**, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

**NOW, THEREFORE, I, FRANK A. TRILLA**, Mayor of the Village of Willowbrook, Illinois, do recognize the week of May 3 through May 9, 2015, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Leroy R. Hansen, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Proclaimed this 27<sup>th</sup> day of April, 2015.

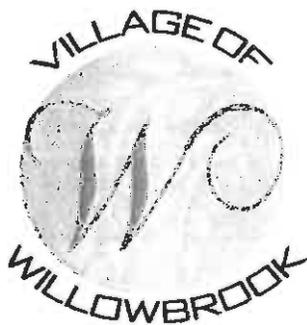
**Attest:**

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Mayor

---

Village Clerk



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 1, 2015

**Mayor**

Frank A. Trilla

Esperanza, Guzman  
617 68th St  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 213420.000  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$231.47. 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 April 27, 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 835 Midway Drive, 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

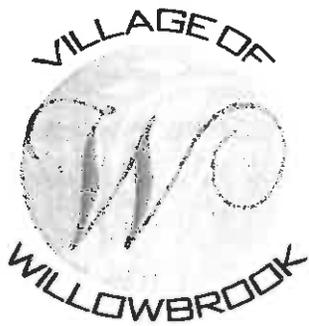
**Chief of Police**

Mark Shelton

TJH:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 1, 2015

**Mayor**

Frank A. Trilla

Hauppa, Paul/Labianco, Diana  
528 Ridgemoor Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 253390.006  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$194.99. 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 April 27, 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 835 Midway Drive, 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



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EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 1, 2015

**Mayor**

Frank A. Trilla

Kasper, Robert  
804 W 69th St  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 210030.000  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$108.88. 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 April 27, 2015, will result in the immediate termination of your water service.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

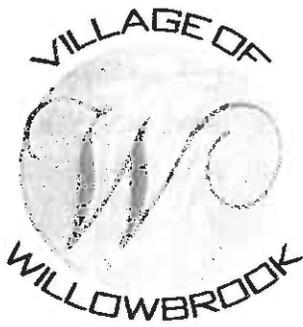
**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 1, 2015

**Mayor**

Frank A. Trilla

Romeo, Laura  
541 - 68th St  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 213535.002  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$115.89. 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 April 27, 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.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

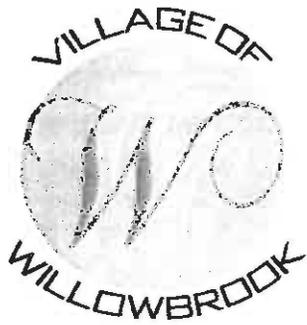
**Chief of Police**

Mark Shelton

TJH:vs



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Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 1, 2015

**Mayor**

Frank A. Trilla

Schwertfeger, George  
6306 Martin Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 250075.000  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$108.88. 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 April 27, 2015, will result in the immediate termination of your water service.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



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Illinois Route 66 Scenic Byway



EST. 1960

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Willowbrook, IL 60527-5549

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

April 1, 2015

**Mayor**

Frank A. Trilla

Sharkov, Jeff  
6513 Wingate Rd  
Willowbrook II 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 251290.000  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$231.47. 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 April 27, 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.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

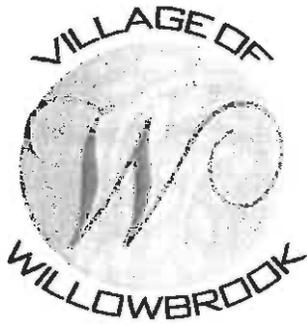
**Chief of Police**

Mark Shelton

TJH:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)  
April 1, 2015

**Mayor**

Frank A. Trilla

Willowbrook Inn  
7800 Kingery Hwy  
Willowbrook Il 60527

Re: Account No. 410295.002  
Delinquent Water Bill

**Village Clerk**

Leroy R. Hansen

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$9730.00. 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 April 27, 2015, will result in the immediate termination of your water service.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



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Illinois Route 66 Scenic Byway



EST. 1960

*Willowbrook*

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 1, 2015

**Mayor**

Frank A. Trilla

Worldwide Transmission Group  
585 Executive Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 410210.004  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$1082.36. 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 April 27, 2015, will result in the immediate termination of your water service.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

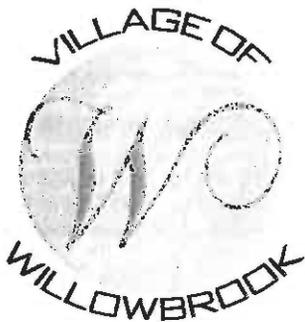
**Chief of Police**

Mark Shelton

TJH:vs



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Illinois Route 66 Scenic Byway



EST. 1960

*Willowbrook*

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 1, 2015

**Mayor**

Frank A. Trilla

Zenner, Richard  
125 Waterford Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 250850.001  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$149.91. 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 April 27, 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.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS," AND SECTION 3-12-15 ENTITLED "CONSUMPTION ON PREMISES:" OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. **8**

AGENDA DATE: 4/27/15

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)**

At the Village Board's regular meeting on January 26, 2015, an ordinance was passed (Ord. No. 15-O-01) approving an amendment to the Special Use Permit (SUP) for the Hinsdale Lake Commons Shopping Center for changes to accommodate the new Whole Foods store. The interior and exterior renovations required for Whole Foods should be complete by August 2015, at which time the new store would open.

With regard to the liquor license for the store, representatives from Whole Foods have requested that the Village consider amendments to the Liquor Control Ordinance to allow liquor to be served to patrons within the store. This is a new concept to Whole Foods that has been implemented in several other of their locations. After discussions were held with Mayor Trilla and Deputy Liquor Control Commissioner Paul Oggerino, it was recommended that the attorney for Whole Foods work with the Village Attorney to draft an ordinance for the Board's consideration.

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

The attached amendatory ordinance would serve to create a new class of Village liquor license – Class K, which would allow a grocery store in excess of 30,000 square feet to sell alcoholic liquor for consumption on premises (within the store) and off premises (within a designated outside seating area attached to the store). Alcoholic beverages would not be allowed outside of these two (2) areas. The annual fee for a Class K Liquor License would be \$3,000.

It is recommended that the Village Board approve the attached Ordinance amending the Village Code to create one (1) new Class K license, which would be issued to Whole Foods located at 6300 Kingery within the Hinsdale Lake Commons Shopping Center.

**ACTION PROPOSED:**

Pass the Ordinance.

ORDINANCE NO. 15-O-\_\_\_\_

AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS,"  
AND SECTION 3-12-15 ENTITLED "CONSUMPTION ON PREMISES:"  
OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED  
"BUSINESS" OF THE VILLAGE CODE OF ORDINANCES OF  
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

---

**WHEREAS,** the corporate authorities of the Village of Willowbrook, are expressly authorized, pursuant to section 4-1 of the Illinois Liquor Control Act (235 ILCS 5/4-1), to regulate the number, classification and license fees authorizing the retail sale of alcoholic liquor in the Village; and

**WHEREAS,** the corporate authorities of the Village of Willowbrook, have determined that it is proper and in the best interest of the Village to create a new license classification for the retail sale of alcoholic liquor in the Village for consumption on and off the licensed premises.

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

**Section One:** Section 3-12-5 entitled: "Classifications," of Chapter 12 entitled "Liquor," of Title 3 entitled "Business" of the Village Code of Ordinances of the Village of Willowbrook,

DuPage County, Illinois, as amended, is further amended by adding thereto, a K entitled "License Classification" to read as follows:

"K. Retail Consumption on and off premises - grocery store over 30,000 sq. ft. of retail floor area"

"(K) Class K License: Class K license shall authorize the retail sale of alcoholic liquor both for consumption on and off the premises where sold as an incidental part of sales by those retail food establishments commonly referred to as grocery stores that have a minimum of thirty thousand (30,000) square feet of retail floor area; and, further provided, that the retail floor area devoted to the sale of alcoholic liquor shall not exceed three thousand square feet (3,000 sq. ft.), excluding seating areas. The consumption of alcoholic liquor intended for consumption on the licensed premises shall be permitted throughout the entire retail floor area of the licensed premises and on designated outdoor patios attached to the licensed premises. Alcoholic liquor stocked on store display shelves within the retail floor area and sold in their original packages shall not be consumed on the licensed premises."

The annual fee for a Class K license shall be three thousand dollars (\$3,000.00). There shall be no more than one Class K license issued at any one time.

**Section Two:** The remaining provisions of section 3-12-5 shall remain in full force and effect and unamended by this ordinance.

**Section Three:** Section 3-12-15 entitled "Consumption on Premises" of Chapter 12 entitled "Liquor" of Title 3 entitled

"Business" as amended, is hereby further amended, to read as follows:

**"3-12-15: Consumption on Premises:**

It shall be unlawful for anyone not having a Class B, B-2, C, D, F, G, H, I, J, or K license to sell or offer for sale any alcoholic liquor for consumption on the premises where sold, or to permit the same to be consumed on the premises where sold, except for taste sampling promotions."

**Section Four:** Any ordinance or a portion of any ordinance in conflict with the provisions hereof is hereby repealed solely to the extent of said conflict.

**Section Five:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

**PASSED and APPROVED** this 27th day of April, 2015.

APPROVED:

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

ATTEST:

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

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. - LED STREETLIGHT REPLACEMENT PROJECT

**AGENDA NO.** 9

**AGENDA DATE:** 4/27/15

**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 BY COMMITTEE:**

YES  on April 13, 2015 NO  N/A

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

At the Village Board's last regular meeting on March 23, 2015, a Resolution was adopted accepting the low bid submitted by Utility Dynamics Corporation, Oswego, to complete a streetlight conversion project within the Village. The contractor has submitted the required bonds and insurance for the project, and the contract agreement has been prepared, which will be considered by the Village Board as a separate agenda item.

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

As part of the completion of this project, shop drawings must be reviewed by the Village Engineering Consultant and the actual work will be monitored by a part-time Resident Engineer (RE). In addition, the Engineer will review and recommend approval of the contractor's pay requests. Staff requested a proposal for professional engineering services from Christopher B. Burke Engineering, Ltd. (CBBEL) to complete these tasks (CBBEL was also the engineer that completed the initial streetlight inventory and prepared the project bid documents). CBBEL offered an estimate fee of \$5,400 to complete the above tasks related to this project based on hourly rates.

Although this fee was not included in the original project cost summary, we have since learned that the streetlights at the intersection of Kingery Highway and Plainfield Road cannot be completed under this project. These lights were installed on state and county right-of-way by the Village as part of a 2009 ARRA grant project, and are owned and maintained by the Village. However, the intersection and approach lighting at this location was designed to IDOT standards. Any changes to these lights would first require a permit which would include a photometric study be performed and submitted to both IDOT and DuPage County DOT for review. As a result, it was decided to hold-off on completing these lights at the present time and only focus on lighting conversion on Village owned streets. Therefore, there will be a project cost savings from the elimination of these lights from the scope of work. This savings should offset the cost of the required construction engineering work.

The Proposal, General Terms and Conditions, and First Amendment to the General Terms and Conditions for this project have been reviewed and approved by the Village Attorney.

### ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 15-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD.

---

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor be and the same is hereby authorized to accept and execute a proposal for professional services between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. relating to an LED Streetlight Replacement Project, along with General Terms and Conditions and First Amendment to the General Terms and Conditions for the project, a copy of which is attached hereto as "Exhibit A", which is by this reference expressly incorporated herein.

ADOPTED and APPROVED this 27<sup>th</sup> day of April 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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



RECEIVED

MAR 30 2015

VILLAGE OF  
WILLOWBROOK

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

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

March 26, 2015

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Mr. Tim Halik  
Village Administrator

Subject: Proposal for Professional Engineering Services for Construction  
Engineering Services for the LED Lighting Replacement Project

Dear Tim:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services for construction engineering services for the construction tasks associated with the project.

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that the Village solicited proposals from five contractors based on CBBEL's bidding documents for the LED lighting replacement work in the Village. Upon award of the proposed contract, the Village requested that CBBEL provide the Village with a proposal to perform construction observation services for the project which will include shop drawing review, construction observation, review of pay requests and project closeout.

**SCOPE OF SERVICES**

**Task 1 – Shop Drawing Review:** CBBEL will provide services related to reviewing information and data submitted by the Contractor. Services will include the following:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Village of deficiencies, deviations or substitutions. With the notification,

provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.

Task 2 – Construction Observation Services: Under this task CBBEL will provide a part-time Resident Engineer (RE). Dependent upon the number of luminaires to be replaced, CBBEL anticipates approximately 6 weeks to install fixtures; therefore we have budgeted approximately 4 hours of observation/week. The RE will perform the following duties:

- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The RE will keep the Village informed of the progress of the work.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend preconstruction conference and construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences, and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- When present on site keep a report book, which shall contain, weather conditions, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punchlist (if required).
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.

Task 3 – Review of Contractor’s Pay Requests: Under this task CBBEL will review contractor’s requests for payment, waivers of lien and provide the Village with the certified payroll. Upon review of the pay requests and associated documents, CBBEL will provide the Village a letter of recommendation for payment for Village Board review and approval.

**ESTIMATE OF FEE**

Task 1 – Shop Drawing Review	\$ 900.00
Task 2 – Construction Observation Services	\$ 3,600.00
Task 3 – Review of Contractor’s Pay Requests	<u>\$ 900.00</u>
TOTAL	\$ 5,400.00

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

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

Sincerely,



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

GAH/pjb

Encl. Schedule of Charges  
General Terms and Conditions

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

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

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2015**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	225
Engineer V	185
Engineer IV	148
Engineer III	134
Engineer I/II	106
Survey V	207
Survey IV	175
Survey III	149
Survey II	108
Survey I	84
Engineering Technician V	175
Engineering Technician IV	142
Engineering Technician III	127
Engineering Technician I/II	111
CAD Manager	154
Assistant CAD Manager	135
CAD II	134
CAD I	105
GIS Specialist III	128
GIS Specialist I/II	71
Landscape Architect	148
Environmental Resource Specialist V	189
Environmental Resource Specialist IV	146
Environmental Resource Specialist III	122
Environmental Resource Specialist I/II	100
Environmental Resource Technician	96
Administrative	95
Engineering Intern	57
Information Technician III	113
Information Technician I/II	104

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS OF THAT  
CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE  
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR  
PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION OBSERVATION  
OF THE EXECUTIVE TOWER SPHEROID HIGH TANK PAINTING PROJECT AND  
THE PREPARATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS FOR  
THE PAINTING OF THE THREE MILLION GALLON STAND PIPE**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and THE VILLAGE OF WILLOWBROOK (the "Client"), to provide professional engineering services to The Village of Willowbrook in connection with the professional engineering services for construction observation of the executive tower spheroid high tank painting project and the preparation of contract documents and specifications for the painting of the three million gallon stand pipe, is hereby amended, by amending the "Christopher B. Burke Engineering, Ltd. General Terms and Conditions" as hereinafter set forth:

1. Paragraph 9, entitled "Compliance with Laws" of the General Conditions is hereby amended by deleting, in its entirety, the second paragraph therein.
2. Paragraph 10, entitled "Indemnification" of the General Terms and Conditions is hereby amended to read as follows:

Indemnification: Engineer shall indemnify and hold harmless Client. Engineer shall defend, indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of Engineer, its employees, agents or assigns.

Indemnification: Client shall indemnify and hold harmless Engineer. Client agrees to defend, indemnify and hold harmless Engineer, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole willful or wanton act of Client, its employees or agents.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

3. Paragraph 23, entitled "Limit of Liability" of the General Terms and Conditions, shall be deleted in its entirety.

4. Paragraph 24, entitled "Client's Responsibilities" of the General Terms and Conditions shall be amended to read as follows:

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

The Client shall name the Engineer, its agents and consultants, as an additional insured on the Client's policy or policies of general liability insurance.

Client shall provide Engineer a copy of said Certificate of Insurance and shall provide that the Engineer be given thirty (30) days, unqualified written notice prior to cancellation thereof.

The Engineer further agrees to name the Client, its agents, employees and elected officials as additional insureds on Engineer's policy or policies of comprehensive and/or commercial general liability insurance including Engineer's policies of insurance for workers' compensation. Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. Engineer shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.

5. Paragraph 26, entitled "Payment" of the General Terms and Conditions, shall be amended to read as follows:

Payment: Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act.

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

6. The remaining provisions of the General Terms and Conditions, unamended by this First Amendment to the Christopher B. Burke Engineering, Ltd. General Terms and Conditions, shall remain in full force and effect and unamended by this First Amendment.

READ, APPROVED AND AGREED  
THE VILLAGE OF WILLOWBROOK

READ, APPROVED AND AGREED  
CHRISTOPHER B. BURKE ENGINEERING,  
LTD.

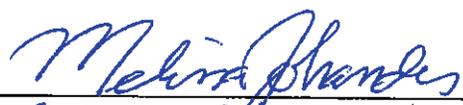
By: \_\_\_\_\_  
Frank Trilla, Mayor

By:  \_\_\_\_\_  
Christopher B. Burke, President

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

Date: 4/21/15 \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Village Clerk

ATTEST:  
  
 \_\_\_\_\_  
Executive Administrative Assistant

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**  
MOTION TO APPROVE – FISCAL YEAR 2015/16 BUDGET

**AGENDA NO.** 10  
**AGENDA DATE:** 04/27/15

**STAFF REVIEW:** Carrie Dittman,  
Interim Director of Finance

**SIGNATURE:** Carrie Dittman / ea

**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 PERTINENT HISTORY)

Included with the Board agenda packet is the final bound copy of the FY 2015/16 Budget document. The final budget incorporates all items discussed during the Board Budget Workshop held on March 16, 2015, along with subsequent budget related discussions.

The Village is required to comply with the State Appropriation Act and each year must adopt an appropriation ordinance. The appropriation ordinance provides the Village the legal authority to expend funds. The annual budget represents the Village's spending plan for the year. The appropriation ordinance must be passed within the first quarter of the fiscal year and a copy must be filed with the DuPage County Clerk within thirty (30) days of passage of the ordinance. The FY 2015/16 Appropriation Ordinance will be placed on the Board's agenda in June for consideration.

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

Staff also plans on submitting the Village's FY 2016/16 Budget to the Government Finance Officers Association (GFOA) as part of our application for the Distinguished Budget Presentation Award.

### ACTION PROPOSED:

Approve the motion.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON MARCH 20, 2015 AT THE VILLAGE HALL OF THE VILLAGE OF WILLOWBROOK, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. REVIEW AND APPROVE MINUTES

Minutes - Special BOPC Meeting - January 23, 2015 (APPROVE)

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

Administrator Halik advised that the move to the new Village Hall offices occurred on February 13, 2015. An Open House should be scheduled sometime in April.

Administrator Halik stated that John Broihier is no longer the attorney for the Willowbrook Police Pension Fund. It was confirmed that Mr. Broihier does still represent the Willowbrook Board of Police Commissioners. Chairman Schuler recommended that the BOPC Rules and Regulations be sent to Mr. Broihier for review. After discussion, the consensus of the Commission was to forward the Rules and Regulations for review.

6. UNFINISHED BUSINESS

None presented.

7. NEW BUSINESS

a. Review and Approve Final Patrol Eligibility List

Chairman Schuler related that this testing cycle was the most successful testing process for new patrol officer candidates. Chief Shelton advised that 169 applications were purchased, 130 applications were completed and returned, 91 applicants took the patrol test, and the final eligibility list has 77 individuals.

Chief Shelton advised that the goals set by the Commission on Accreditation for Law Enforcement Agencies, Inc. is to have 20% of the applicants in a protected class. The results (derived from voluntarily self reported data) suggest our list is well above the goal.

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to approve the Final Patrol Eligibility List as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

b. Update - Probationary Officers

Chief Shelton advised that Officer Dylan Trainor has completed his probationary period.

Chief Shelton stated that Officer Eric Babczak and Officer James Martino have two (2) weeks left in their Field Training program. He expects both to complete their training early.

8. ADJOURNMENT

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to adjourn the meeting at the hour of 7:11 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

April 17 , 20 15

\_\_\_\_\_  
Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 9, 2015 AT 6:00 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Trustee Davi at 6:09 p.m.

**2. ROLL CALL**

Those present at roll call were Trustee Umberto Davi and Interim Director of Finance Carrie Dittman. Trustee Paul Oggerino was absent.

**3. APPROVAL OF MINUTES**

Minutes of the Regular Finance/Administration Committee held on Monday, January 12, 2015 were reviewed. Trustee Davi noted that on page 2, the last line should read "The reports above were approved by Trustee Davi and Trustee Oggerino."

Minutes of the Special Joint Meeting of the Finance & Administration, Municipal Services and Public Safety Committees held on Wednesday, February 18, 2015 were also reviewed.

Motion to approve made by Trustee Davi. Motion carried.

**4. DISCUSSION - Illinois Department of Revenue: Reciprocal Agreement on Exchange of Information**

Interim Director of Finance Carrie Dittman discussed that historically, business sales tax payment information from the state of IL is not shared with non-home rule units of government, except when sales tax releases have been executed by the businesses such as when the information is necessary as part of a sales tax sharing agreement. The Village of Willowbrook has such an agreement with the Town Center Development and thus receives sales tax information for these businesses only, for a specified period of time. This information would be useful to have on all businesses in town to ensure that we are receiving our proper share of 1% sales tax revenue, and to assist in budgeting and other financial modeling.

In August of 2014, Public Act 098-1058 was signed into law with an effective date of January 1, 2015, which will allow non-home rule units of government to receive the same sales tax information that home rule governments receive. Willowbrook would need to execute a Reciprocal Agreement with the Illinois Department of Revenue (IDOR) to begin receiving the information. However, the law and agreement contain a stiff penalty (Class B misdemeanor with a fine not to exceed \$7,500) if one is found guilty of sharing the confidential taxpayer information to unauthorized individuals.

Staff recommends that the Village execute the reciprocal agreement with IDOR to begin obtaining business sales tax information. This item would be presented to the Village Board at a future meeting.

Trustee Davi noted that staff should proceed to present this information to the Village board.

**5. REPORT - Monthly Reports - January and February 2015**

The Committee reviewed and highlighted the items below for the months of January and February.

- Total cash outlay for all Village funds - \$1,403,200 & \$842,728 (fiscal year to date is \$11,544,327)
- Payroll for active employees including all funds - \$319,576 & \$339,390 (February includes the separation payout for one employee that retired). Payroll total year to date total is \$3,362,180)
- Ave. daily outlay of cash for all Village funds - \$45,265 & \$30,097 (fiscal year to date average is \$37,876)
- Ave. daily expenditures for the General Fund - \$27,646 & \$20,004 (fiscal year to date average is \$21,907)

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

Interim Director of Finance Carrie Dittman noted that the major General Fund revenues presented in the report are cumulatively expected to total about \$106,000 higher than what was anticipated for the year ended April 30, 2015. However, estimated revenues in the FY 15/16 budget document have not been increased.

All revenues are for collections through February 28, 2015

- Sales tax receipts - \$3,060,388 up 1.23% from the prior year, 7.0% over budget
- Income Tax receipts - \$698,550 down .41% compared to the prior year, 5.3% over budget. Interim Director Dittman noted that the State of Illinois is 2 months behind in remittances.
- Utility tax receipts - \$854,840 down 5.76% from the prior year, 1.0% under budget, consisting of:
  - Telecomm tax - \$348,669, down 15.6%. As noted previously, decline is largely due to the State of IL recouping about \$32,000 over several monthly payments beginning August 2014 due to a lawsuit the state lost with a phone company. The state has been reclaiming prior distributions from all participating municipalities that had received such funds, so Willowbrook is among many other towns experiencing the revenue shortfall this year.
  - Northern IL gas - \$145,415, up 24.0%
  - ComEd - \$363,416, down 4.3%
- Places of Eating Tax receipts - \$419,994 up 6.88% compared to the prior year, 11.5% over budget
- Fines - \$149,831 up 22.37% compared with the prior year, 25.57% over budget. Interim Director Dittman noted that the Village has entered into the local debt recovery program with the State of Illinois for

parking tickets now such that the State of Illinois will receive overdue tickets, and will collect on those through garnishment of income tax refunds and send the gross proceeds to the Village. The fee for the service will be passed on to the payer of the fine.

- Red Light Fines - \$545,356 down 20.93% from the record-breaking prior year receipts, but still 15.3% over budget (we have already exceeded this year's budgeted revenue by \$5,356)
- Building Permit receipts - \$223,724 up 5.21% from the prior year. We have exceeded permit revenue budget by \$48,724.
- Water sales receipts - \$2,450,844 up 7.73% from the prior year, 12.03% under budget

Interim Director Dittman noted that the 12% increase the Village implemented at 1/1/15 (due to a higher increase imposed on the Village by the DuPage Water Commission) is now being realized beginning with the February collections.

- Hotel/Motel Tax receipts - \$42,506 down 17.20% compared with the prior year, 21.4% below budget. One hotel is one month behind in remittances.
- Motor Fuel Tax receipts - \$259,842 up 19.34% compared with the prior year, 22.8% over budget. Receipts to date include 2 disbursements of the State of IL's Capital Bill, each \$38,941, and in the past we have received one per fiscal year.

The reports above were approved by Trustee Davi.

#### **7. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

#### **8. COMMUNICATIONS**

There were no communications received.

#### **9. ADJOURNMENT**

Motion to adjourn was made by Trustee Davi.

The meeting was adjourned at 6:24 p.m.

(Minutes transcribed by: Carrie Dittman, 3/12/2015)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 9, 2015 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

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

2. ROLL CALL

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

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the January 12, 2015 Regular Meeting of the Municipal Services Committee, Trustee Berglund made a motion to approve the minutes as presented. Chairman Mistele seconded the motion. Motion carried.
- b) After review of the draft minutes from the February 18, 2015 Special Joint Meeting of the Finance & Administration, Municipal Services, and Public Safety Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Bid Results: Village Hall Water Tank Re-Coating Project

Administrator Halik advised the committee that on January 12, 2015, the Municipal Services Committee authorized staff to complete a public bid process to solicit sealed bids for the re-coating of the 500,000 gallon spheroid water tower located on the Village Hall property. The public bid notice was published in the *Suburban Life* newspaper on January 16, 2015. The deadline to submit completed bids was Wednesday, February 4th by 10:00 AM, at which time bids were opened. Halik advised that seven bids were received with the lowest bidder being Era Valdivia Contractors, Inc. in the amount of \$353,600. Halik advised that the bid price received of \$353,600.00 is \$76,400 lower than the engineer's bid estimate of \$430,000. Halik also shared that ERA Valdivia is a familiar company that completed a water tank rehabilitation project for the Village in 2009. At that time, they were found to be responsive, and their quality of work satisfactory. Staff would recommend that the bid submitted by ERA Valdivia Contractors, Inc. be accepted. Chairman Mistele commented that there was a 124% spread in the bid numbers, which is unusual, but was relieved to hear that Era Valdivia had worked for the Village in the past. The committee was in agreement to move forward with the project and recommended acceptance of the low bid by Era Valdivia.

5. DISCUSSION – Bid Results: LED Streetlight Replacement Project

Administrator Halik advised the Committee that on January 12, 2015, the Municipal Services Committee authorized staff to complete a public bid process to solicit proposals for an LED Streetlight Conversion Project. Halik reminded the Committee that this project was made possible through an Illinois DCEO grant the Village received in the amount of \$92,000. The scope of work of this contract includes the replacement of sixty-four (64)

antiquated cobra-head streetlight fixtures with new LED technology. The public bid notice was published in the *Suburban Life* newspaper on January 16, 2015. The deadline to submit completed bids was Wednesday, February 4<sup>th</sup> by 10:30 AM, at which time bids were opened. Halik advised that five bids were received with the lowest being Utility Dynamics in the amount of \$36,781, or \$575 per fixture, for the bid alternate. This price was well below the engineers estimate of \$1,000 per fixture. Halik explained that the base bid amount was for a G.E. fixture and that the alternate amount was for a Cree fixture. According to our engineering consultant, the fixtures are very similar and both have been used without problems in other jurisdictions. Therefore, given the price reduction offered for the Cree fixture by the vendor, the recommendation is to use the Cree fixtures. Halik also shared that, as previously mentioned, this project includes the replacement of 64 out of a total of 222 streetlights in town. Halik advised that attached in the packet is a summary of the LED streetlights costs to complete all fixtures throughout town, using the remainder of the DCEO grant proceeds. The estimated cost to the Village to complete all fixtures using this bid price would be \$46,131.00. Halik stated that this potential project will be presented as a discretionary spending item for the Board's consideration at the FY 2015/16 Budget Workshop on March 16, 2015. Chairman Mistele stated that the objective should be to complete the entire town. Chairman Mistele also asked staff what color of light do these fixtures put off. Are they yellow tinged, white, etc? Halik stated that he would confirm with the engineer, but he believed that both fixtures cast a white light. Chairman Mistele stated that he preferred a warmer yellow color. Halik again stated that he would confirm. The committee was in agreement to move forward with the project and recommended acceptance of the low bid by Utility Dynamics.

6. DISCUSSION – Annual Maintenance Contracts:

- a) Landscape Maintenance Contract - Administrator Halik advised the Committee that the Village currently conducts two landscape maintenance programs: The routine mowing, trimming, landscape bed maintenance, and core aeration of Village parks and right-of-ways, including Kingery Highway, and the newly acquired mowing of DuPage County rights-of-ways. Halik advised that staff recommends that both of the programs be combined into one public bid to occur this spring. Halik shared the bid document for this project and also called attention to the proposed timeline for the competitive bid process. The Committee was in agreement, and Chairman Mistele suggested that a multi-year contract be considered if lower prices could be obtained.
- b) Landscape Fertilization Contract - Administrator Halik advised the Committee that the Village's Landscape Fertilization Services contract includes turf fertilization and herbicide treatment of Village rights-of-ways, parks, and specified facilities. This contract was put out to public bid in April of 2013. At that time, the low bid was received by TruGreen LP and the contract was awarded to them. TruGreen LP has provided the service to the Village since that time. Halik advised that staff is pleased with the services provided by TruGreen LP. Therefore, we have contacted them to discuss a contract extension. TruGreen LP has offered another one-year contract with no increase in price. The cost of the FY 2015/2016 season would remain \$19,970.00 per year. In addition, TruGreen was able to include treatments for a section of the 67th Street parkway that the Village treats separately at no extra charge this year. This will save the Village about \$300.00 for the 2015 season. The Committee was in agreement to renew the contract with TruGreen at the same price as last season. Chairman Mistele recommended this item be placed on the Board's Consent Agenda.
- c) Streetlight Maintenance Contract - Administrator Halik advised the Committee that the Village's annual streetlight maintenance contract includes the maintenance and

repair of all Village-owned streetlights throughout town, approximately 222. In 2012, after a competitive bidding process, the low bid was received by Rag's Electric, and the contract was awarded to them. Rag's Electric has provided the service to the Village since that time, along with several surrounding Villages. Halik advised that staff is very pleased with the quality of services currently provided by Rag's Electric. Therefore, staff asked whether they would consider a contract extension for a subsequent season, and if so, to provide a price proposal. Rag's responded that they would be willing to extend the current unit prices for another year as part of a contract renewal. Therefore, the unit prices in the contract FY2015/16 would remain at \$10,720. The Committee was in agreement to renew the contract with Rag's at the same unit prices as last season. Chairman Mistele recommended this item be placed on the Board's Consent Agenda.

7. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for both January and February 2015. The Village has taken in about \$17,600 in permit revenue for the month of January, and approximately \$23,300 in the month of February. Halik advised that in total for the ten months of fiscal year 2014/15, the Village has received approximately 128% of the anticipated FY2014/15 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for both December 2014 and January 2015. The report indicates that the Village pumped approximately 26,710,000 gallons in the month of December, and approximately 28,505,000 gallons in the month of January. Halik shared that we have pumped about 9.6% less water this year as compared to the same timeframe last year. Halik also advised that at nine months into the fiscal year, we are slightly below where we should be at in order to meet our estimated pumpage projection of 385,000,000 gallons – we are off by about 5%.

8. VISITOR'S BUSINESS

(None)

9. COMMUNICATIONS

(None)

10. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:28 PM.

(Minutes transcribed by: Tim Halik, 4/10/15)

## AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on March 9<sup>th</sup>, 2015 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

### CALL TO ORDER

*The meeting was called to order at 6:01 p.m.*

### ROLL CALL

*Those present at roll call were Chief Mark Shelton, Deputy Chief Mark Altobella, Chairman of the Public Safety Committee Terrence Kelly and Trustee Gayle Neal.*

1. Reviewed the February 9<sup>th</sup>, 2015 Public Safety Committee Meeting Minutes.  
*The Committee approved the February 9<sup>th</sup>, 2015 Public Safety Committee Meeting Minutes.*
2. Reviewed the Weekly Press Releases – Information.  
*Chairman Kelly inquired about an arrest on 02/05/2015. This incident involved two subjects. One subject was arrested and charged with a Felony and a second subject was arrested and charged with a Misdemeanor. Chief Shelton advised this incident involved the possession of a hypodermic needle. Felony Screening was contacted and approved the felony charge.*
3. Reviewed the Overtime Report for 02/02/2015 – 03/01/2015 - Information.
4. Reviewed the Monthly Expenditure Report for February 2015 – Information.
5. Reviewed the Monthly Offense Summary Report for February 2015 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information.
  - Officer John Skiba
  - Officer Dave Gaddis
7. DISCUSSION ITEMS
  - Mock Shooter Drill  
*Chief Shelton discussed the Mock Shooter Drill which took place at Gower West School on February 27<sup>th</sup>, 2015. Chief Shelton explained the planning and different entities involved with this drill. A lesson plan, which detailed the drill, was distributed to both Trustees. Chief Shelton provided a thorough explanation about the training event and the teachers' question and answer session that was conducted after the drill. The drill was an extremely well planned exercise.*
  - General Discussion Items  
*None*
8. VISITOR'S BUSINESS\*  
*None*
9. ADJOURNMENT  
*The meeting was adjourned at 6:21 p.m.*

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

NEXT MEETING SCHEDULED APRIL 13<sup>TH</sup>, 2015 AT 6:00 P.M.