

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, OCTOBER 26, 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. VISITOR'S BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - October 12, 2015 (APPROVE)
 - c. Warrants - \$391,693.02 (APPROVE)
 - d. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same (PASS)
 - e. Motion - A Motion to Approve Application for a License to hold a Raffle - Darien Historical Society (PASS)
 - f. Motion - A Motion to Approve Application for a License to hold a Raffle - DuPage Juvenile Officers Association (PASS)
 - g. Motion - A Motion to Approve Application for a License to hold a Raffle - Our Lady of Peace School (PASS)
 - h. Report - Annual Police Pension Board Pension Fund Report (RECEIVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT FOR SCAVENGER SERVICES WITH REPUBLIC SERVICES
8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO COMPLETE A LANDSCAPE RESTORATION PROJECT, 67TH STREET WATER TANK SITE - HINSDALE NURSERIES

9. DISCUSSION - PROPOSAL TO ACCEPT ONLINE PAYMENTS -
OFFICIAL PAYMENTS CORPORATION

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, OCTOBER 12, 2015 AT THE VILLAGE POLICE STATION 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 6:32 p.m. by Mayor Frank Trilla.

2. ROLL CALL

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

ABSENT: None

Also present were Village Attorney Thomas Bastian, Village Attorney Michael R. Durkin, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Mark Shelton, Deputy Chief Mark Altobella, and Assistant to the Village Administrator Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - September 28, 2015 (APPROVE)
- c. Minutes - Executive Session Board Meeting - September 28, 2015 (APPROVE)
- d. Warrants - \$84,892.15 (APPROVE)
- e. Monthly Financial Report - September 30, 2015 (APPROVE)
- f. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance No. 15-O-28 (PASS)

- g. Resolution - A Resolution Proclaiming Red Ribbon Week in the Village of Willowbrook - Resolution No. 15-R-65 (ADOPT)
- h. Resolution - A Resolution Creating Set Hours for Halloween Solicitation - Resolution No. 15-R-66 (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. ORDINANCE - AN ORDINANCE APPROVING AND AUTHORIZING A PARKING AND TRAFFIC ENFORCEMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND HEARTLAND WILLOWBROOK, LLC D/B/A WILLOWBROOK APARTMENTS

Chief Shelton related that the Willowbrook Apartments complex had recently been purchased by Heartland Willowbrook, LLC. The police department had been contacted by the management company requesting a new traffic agreement.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to pass Ordinance No. 15-0-29 as presented.

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

MOTION DECLARED CARRIED

- 7. ORDINANCE - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ESTABLISHING A MORATORIUM ON THE UNREGULATED PRIVATE USE OF DRONES WITHIN THE VILLAGE OF WILLOWBROOK

Administrator Halik advised that in February of 2012, the Modernization and Reform Act was passed pertaining to the Federal Aviation Administration (FAA). This provided a framework for integrating new technology into national airspace. Individuals may fly unmanned aerial systems or drones without

special permission from the FAA provided that rules are followed that include: flying below 400 ft., remain clear of surrounding obstacles, keep aircraft within reasonable site at all times, keep clear of manned aircraft, do not fly within five (5) miles of an airport unless the control tower is notified, do not fly near or over unprotected people or stadiums, do not fly an aircraft that weighs over 55 pounds, and do not be reckless or careless with the drone.

There have been many reports of incidents involving owners of drones failing to follow the rules. Several trustees have expressed concern about the safety and security for Willowbrook residents.

On August 18, 2015, the State of Illinois created the Unmanned Aerial Systems Task Force to develop rules for the use of drones. The task force recommendations are not due to the Governor until July of next year.

The expanding use of the devices is outpacing the current laws that regulate them. In response to the growing concerns of the trustees, it is recommended that a moratorium on drone use within Willowbrook be considered until the all relevant data on drone usage is gathered, we can determine whether the Village has the authority to regulate its usage, and appropriate measures are implemented to address all concerns.

This ordinance was drafted by Attorney Bastian and will establish a moratorium on the use of drones in Willowbrook, with exceptions, and will expire two (2) years from the effective date of the ordinance unless acted upon sooner.

Trustee Kelly asked for clarification on the exceptions. Attorney Bastian advised that law enforcement agencies can use drones with a search warrant, and certain agricultural uses can also. Attorney Bastian stated that there is a specific prohibition on the use of drones that interferes with lawful hunting.

Attorney Bastian related that if an owner of a drone violates this ordinance, the owner could be cited for disorderly conduct.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 15-0-30 as presented.

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

MOTION DECLARED CARRIED

8. MOTION - A MOTION TO APPROVE THE FISCAL YEAR 2014/15 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR), TIF COMPLIANCE REPORT AND MANAGEMENT LETTER

Director Dittman advised that in the Board packet are excerpts of the Annual Audit that was prepared. Highlights included:

- General Fund Revenue exceeded budget by \$870,855 or 11.4%.
- General Fund Expenditures were under budget by approximately \$702,000. The major contributing factors were the deferral of the Willow Pond Park project and the ERP purchase.
- The Village's ending General Fund balance for April 30, 2015 was \$5,670,237, with 278 operating days, which exceeds the Village's targeted amount of days of 120.

Ms. Dittman introduced Scott Termine and Kimberly Marshall from BKD, LLP., auditors for the Village of Willowbrook.

Mr. Termine related that for the Fiscal Year 2015, there was an implementation of the first of two accounting standards that will change the pension reporting standards. For the first year, the change primarily impacts the disclosures and supplementary information that is in the audit. For the second year, the liabilities will become part of the financial statement.

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to approve the Fiscal Year 2014/15 Comprehensive Annual Financial Report, Tax Increment Financing District Fund Report, and Audit Management Letter as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Neal had no report.

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.

10. ATTORNEY'S REPORT

Attorney Bastian had no report.

11. CLERK'S REPORT

Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

13. MAYOR'S REPORT

Mayor Trilla had no report.

14. EXECUTIVE SESSION

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

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 7:03 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

October 26, 2015.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

October 26, 2015

GENERAL CORPORATE FUND	-----	\$195,194.30
WATER FUND	-----	180,487.94
HOTEL/MOTEL TAX FUND	-----	14,836.32
POLICE PENSION FUND	-----	1,928.25
WATER CAPITAL IMPROVEMENTS FUND	-----	4,608.29
L.A.F.E.R. FUND	-----	-5,362.08
TOTAL WARRANTS	-----	\$391,693.02



Carrie Dittman, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
A/R CONCEPTS (117)	10/27 CK# 87495	\$8.33
AUGUST 2015 TRAFFIC FINES 01-310-502	01-310-502	8.33
AFLAC (46)	10/27 CK# 87496	\$1,957.06
D7088/OCT 15 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	380.48
D7088/OCT 15 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,576.58
AIRGAS USA LLLC (2600)	10/27 CK# 87497	\$58.28
2919155 EQUIPMENT RENTAL 01-535-290	01-35-750-290	58.28
ALEXANDER EQUIPMENT COMPANY INC (2609)	10/27 CK# 87498	\$460.00
116228 EQUIPMENT RENTAL 01-535-290	01-35-750-290	460.00
AMERICAN FIRST AID SERVICE INC (77)	10/27 CK# 87499	\$39.25
28566 MAINTENANCE - PW BUILDING	01-35-725-418	28.85
28567 OPERATING EQUIPMENT 01-451-401	01-30-630-401	10.40
AMERICAN TRAFFIC SOLUTIONS (2300)	10/27 CK# 87502	\$905.95
20494/SEPT 15 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	798.00
20494/SEPT 15 RED LIGHT - MISC FEE	01-30-630-249	107.95
AZAVAR AUDIT SOLUTIONS INC (158)	10/27 CK# 87503	\$311.47
11307/OCT 15 UTILITY TAX 01-310-205	01-310-205	311.47
BLUE LINE LEARNING GROUP LLC (203)	10/27 CK# 87505	\$768.00
10B9053R15 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	672.00
10B9053R15 SCHOOLS CONFERENCE TRAVEL 01-501-304	01-35-710-304	96.00
BRANIFF COMMUNICATIONS, INC (220)	10/27 CK# 87506	\$550.00
29723 SIREN MAINTENANCE 01-480-263	01-30-665-263	550.00
CALL ONE INC (289)	10/27 CK# 87507	\$1,856.66
1139753 OCT 15 PHONE - TELEPHONES 01-420-201	01-10-455-201	975.80
1139753 OCT 15 PHONE - TELEPHONES 01-451-201	01-30-630-201	880.86
CHICAGO BADGE & INSIGNIA CO (334)	10/27 CK# 87508	\$136.09
13846 UNIFORMS 01-451-345	01-30-630-345	136.09
CHRISTOPHER B. BURKE (333)	10/27 CK# 87509	\$23,039.71
121190 REIMB.	01-40-820-259	1,753.50
125186 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	222.00
125187 REIMB.	01-40-820-259	182.25
125188 REIMB.	01-40-820-259	127.25
125189 FEES - ENGINEERING 01-505-245	01-35-720-245	92.00
125191 REIMB.	01-40-820-259	17.25
125192 REIMB.	01-40-820-259	237.25
125193 REIMB.	01-40-820-259	254.50
125195 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	7,717.93
125196 FEES - ENGINEERING 01-505-245	01-35-720-245	12,435.78
CITY WIDE OF ILLINOIS (2667)	10/27 CK# 87510	\$2,515.74
1528 OCT 15 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	2,515.74
COMMONWEALTH EDISON (370)	10/27 CK# 87511	\$1,673.71
4215105154OCT15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	492.26
423085170/OCT15 RED LIGHT - COM ED	01-30-630-248	43.16
4403140110OCT15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	50.36
6863089003OCT15 RED LIGHT - COM ED	01-30-630-248	30.94
7432089030OCT15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	453.41
7494249014OCT15 ENERGY - (COMED 835)	01-10-466-240	568.81
791026027OCT15 RED LIGHT - COM ED	01-30-630-248	34.77

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMPASS PLUMBING LLC (2306)	10/27 CK# 87512	\$4,412.00
7551 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,345.00
7572 CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	2,300.00
7583 CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	767.00
DELTA DENTAL PLAN OF ILLINOIS (468)	10/27 CK# 87513	\$4,148.45
NOV 15 EMP DED PAY-INS 01-210-204	01-210-204	1,029.23
NOV 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	271.09
NOV 15 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	57.16
NOV 15 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	156.77
NOV 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,270.01
NOV 15 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	192.71
NOV 15 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	171.48
DISCOVERY BENEFITS SIMPLIFY (2534)	10/27 CK# 87514	\$50.00
578478/SEPT 15 EMP DED PAY - FSA FEE 01-210-221	01-210-221	46.20
578478/SEPT 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	3.80
DUPAGE COUNTY (515)	10/27 CK# 87516	\$1,878.48
3078 RPLC CK MAINT TRAFFIC SIGNALS 01-530-224	01-35-745-224	1,878.48
DUPAGE MAYORS AND MGRS. CONF. (527)	10/27 CK# 87517	\$80.00
9159 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	40.00
9159 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	40.00
EDWARD HOSPITAL (2370)	10/27 CK# 87519	\$39.00
21106 CPR CARDS WELLNESS 01-440-276	01-10-480-276	39.00
GADDIS DAVID (652)	10/27 CK# 87520	\$28.13
PANTS UNIFORMS 01-451-345	01-30-630-345	28.13
GOVT FINANCE OFCRS ASSN (705)	10/27 CK# 87521	\$435.00
CAFR AWARD 2015 FEES DUES SUBSCRIPTIONS 01-25-610-307	01-25-610-307	435.00
JOHN J. HANDZIK (750)	10/27 CK# 87523	\$27.50
10/5/15-10/9/15 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	27.50
HOVING PIT STOP (816)	10/27 CK# 87524	\$500.00
10457 MAINTENANCE - PW BUILDING	01-35-725-418	500.00
HR SIMPLIFIED (744)	10/27 CK# 87525	\$25.00
44378 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	25.00
THE HUNDRED CLUB OF DUPAGE CNTY (824)	10/27 CK# 87526	\$375.00
10/28/15 EVENT SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	375.00
ILL. FIRE & POLICE COMM. ASSN. (879)	10/27 CK# 87527	\$375.00
2016 DUES FEES DUES SUBSCRIPTIONS 01-740-307	01-07-435-307	375.00
ILLINOIS DIRECTOR OF (475)	10/27 CK# 87528	\$303.53
3RD QTR 2015 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-10-455-144	5.89
3RD QTR 2015 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-601-144	01-20-550-144	80.32
3RD QTR 2015 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-25-610-144	73.87
3RD QTR 2015 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-30-630-144	49.96
3RD QTR 2015 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-501-144	01-35-710-144	93.49
ILLINOIS ROUTE 66 SCENIC BYWAY INC (2248)	10/27 CK# 87529	\$300.00
722 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	300.00
INDUSTRIAL ELECTRICAL SUPPLY (929)	10/27 CK# 87530	\$5.00
236589 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	5.00
THE J.P. COOKE CO. (1001)	10/27 CK# 87531	\$73.80
362272 OFFICE SUPPLIES 01-420-301	01-10-455-301	73.80

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JOSHUA VACEK (1862) WL77028 TRAFFIC FINES 01-310-502	10/27 CK# 87532 01-310-502	\$25.00 25.00
KATHLEEN ERICKSEN (1862) WL77092 RED LIGHT FINES 01-310-503	10/27 CK# 87533 01-310-503	\$25.00 25.00
KING CAR WASH (1057) 60/SEPT 15 GAS-OIL-WASH-MILEAGE 01-451-303	10/27 CK# 87534 01-30-630-303	\$325.00 325.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319) 9001799934 COPY SERVICE 01-420-315 9001799934 COPY SERVICE 01-451-315 9001807528 COPY SERVICE 01-420-315	10/27 CK# 87536 01-10-455-315 01-30-630-315 01-10-455-315	\$684.72 199.95 235.60 249.17
LOCAL GOV NEWS.ORG (1162) 11272015 FEES DUES SUBSCRIPTIONS 01-420-307	10/27 CK# 87537 01-10-455-307	\$780.00 780.00
LOGSDON OFFICE SUPPLY (2452) 952866-001 OFFICE SUPPLIES 01-420-301 952866-001 OFFICE SUPPLIES 01-551-301	10/27 CK# 87538 01-10-455-301 01-40-810-301	\$174.61 166.81 7.80
MARQUARDT PRINTING CO. (2543) 27596 OFFICE SUPPLIES 01-25-610-301	10/27 CK# 87539 01-25-610-301	\$615.00 615.00
MOTOROLA SOLUTIONS INC (1312) 201088272015 FEES-DUES-SUBSCRIPTIONS 01-451-307	10/27 CK# 87540 01-30-630-307	\$68.00 68.00
NORTH EAST MULTI REGIONAL TRNG. (1371) 200198 SCHOOLS-CONFERENCE TRAVEL 01-451-304	10/27 CK# 87541 01-30-630-304	\$120.00 120.00
ORIENTAL TRADING (2418) 673628051-01 COMMODITIES 01-482-331	10/27 CK# 87542 01-30-670-331	\$602.26 602.26
ORKIN EXTERMINATING (1439) D2604360/OCT15 MAINTENANCE - BUILDING 01-405-228	10/27 CK# 87543 01-10-466-228	\$87.24 87.24
P.F. PETTIBONE & CO. (1491) 34154 OPERATING EQUIPMENT 01-451-401	10/27 CK# 87544 01-30-630-401	\$33.30 33.30
PAPER DIRECT (1456) W219648701012 OFFICE SUPPLIES 01-420-301	10/27 CK# 87545 01-10-455-301	\$106.56 106.56
PARTNERS AND PAWS VETERINARY SERVICES (2548) 2407 OPERATING EQUIPMENT 01-451-401	10/27 CK# 87546 01-30-630-401	\$462.00 462.00
PCS INTERNATIONAL (2201) 136307 E.D.P. SOFTWARE 01-25-615-212 136313 VILLAGE WIDE IT SOFTWARE/LICENSES	10/27 CK# 87547 01-25-615-212 01-25-615-213	\$2,389.58 2,025.96 363.62
PESSINA TREE SERVICE LLC (2587) 1812-203 TREE MAINTENANCE 01-535-338	10/27 CK# 87548 01-35-750-338	\$2,350.00 2,350.00
PHILLIP MEDINA (1466) 2015 #28 PARK PERMIT FEES 01-310-814	10/27 CK# 87549 01-310-814	\$100.00 100.00
DANIEL POLFLIET (1522) 15 UNIFORMS UNIFORMS 01-451-345	10/27 CK# 87550 01-30-630-345	\$288.93 288.93
PUBLIC SAFETY DIRECT INC (2309) 28024 MAINTENANCE - VEHICLES 01-451-409 28030 NEW VEHICLES 01-485-625	10/27 CK# 87551 01-30-630-409 01-30-680-625	\$376.99 101.99 275.00
RAGS ELECTRIC, INC (1585) 15139 MAINTENANCE - STREET LIGHTS 01-530-223 15141 MAINTENANCE - STREET LIGHTS 01-530-223 15142 MAINTENANCE - STREET LIGHTS 01-530-223	10/27 CK# 87552 01-35-745-223 01-35-745-223 01-35-745-223	\$1,890.06 222.50 1,093.75 357.81

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
15143 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	102.50
15144 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	113.50
RAY ALLEN MANUFACTURING LLC (1592)	10/27 CK# 87553	\$103.32
ECID097234 OPERATING EQUIPMENT 01-451-401	01-30-630-401	103.32
RAY O'HERRON CO., INC. (1594)	10/27 CK# 87554	\$1,160.31
1555060 UNIFORMS 01-451-345	01-30-630-345	31.50
1556317 UNIFORMS 01-451-345	01-30-630-345	572.90
1556318 UNIFORMS 01-451-345	01-30-630-345	240.00
1556748 UNIFORMS 01-451-345	01-30-630-345	69.99
1556749 UNIFORMS 01-451-345	01-30-630-345	35.95
1556750 UNIFORMS 01-451-345	01-30-630-345	209.97
RED WING SHOE STORE (1605)	10/27 CK# 87555	\$264.48
1870000007159RG EDP PERSONAL TRAINING 01-557-305	01-40-815-305	264.48
RUSH TRUCK CENTER -CHICAGO (2602)	10/27 CK# 87556	\$1,156.35
3000248224 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,156.35
SECRETARY OF STATE (1689)	10/27 CK# 87557	\$303.00
#61, 63, DEA CR MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	303.00
SOUTHWEST CENTRAL DISPATCH (1751)	10/27 CK# 87558	\$22,205.90
NOVEMBER 2015 RADIO DISPATCHING 01-483-235	01-30-675-235	22,205.90
STAPLES (1767)	10/27 CK# 87559	\$807.08
8036197182 OFFICE SUPPLIES 01-451-301	01-30-630-301	36.07
8036197183 OFFICE SUPPLIES 01-420-301	01-10-455-301	144.10
8036197183 COMMISSARY PROVISION 01-420-355	01-10-455-355	35.99
8036197183 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	12.41
8036197183 OFFICE SUPPLIES 01-551-301	01-40-810-301	7.56
8036304550 OFFICE SUPPLIES 01-420-301	01-10-455-301	570.95
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	10/27 CK# 87560	\$6,774.14
67977/SEPT 15 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	6,774.14
CYNTHIA STUHL (1788)	10/27 CK# 87561	\$182.02
CLERKS CONF FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	182.02
SUNSET SEWER & WATER (2276)	10/27 CK# 87562	\$4,367.60
2015-250 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	4,367.60
TAMELING GRADING (1836)	10/27 CK# 87563	\$3,949.00
TG5/SEPT 15 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,270.50
TG5/SEPT 15 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,050.00
TG5/SEPT 15 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	1,628.50
TAMELING INDUSTRIES (1844)	10/27 CK# 87564	\$407.37
105546 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	75.00
105692 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	332.37
THOMPSON ELEV. INSPECT. SERVICE (1873)	10/27 CK# 87565	\$100.00
15-3563 REIMB.	01-40-830-117	100.00
TOOLS PLUS INDUSTRIES LLC (2269)	10/27 CK# 87566	\$189.39
43842 UNIFORMS 01-501-345	01-35-710-345	189.39
TRAFFIC CONTROL & PROTECTIONS (2337)	10/27 CK# 87567	\$2,836.45
84718 ROAD SIGNS 01-540-333	01-35-755-333	891.60
84719 ROAD SIGNS 01-540-333	01-35-755-333	687.50
84720 ROAD SIGNS 01-540-333	01-35-755-333	912.60
84721 ROAD SIGNS 01-540-333	01-35-755-333	344.75

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ILLINOIS STATE TREASURER (877)	10/27 CK# 87568	\$27.00
6/30/08 ACCOUNTS PAY - ESCHEATS 01-210-102	01-210-102	27.00
UNIFIRST (1926)	10/27 CK# 87570	\$281.00
0610932375 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	216.35
0610932417 MAINTENANCE - PW BUILDING	01-35-725-418	64.65
VERIZON WIRELESS (1972)	10/27 CK# 87571	\$755.21
9753217160 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	59.80
9753217160 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.26
9753217160 PHONE - TELEPHONES 01-451-201	01-30-630-201	437.36
9753217160 TELEPHONES 01-501-201	01-35-710-201	136.74
9753217160 TELEPHONES 01-551-201	01-40-810-201	98.05
NICHOLAS VOLEK (2254)	10/27 CK# 87572	\$280.35
TRNG EXPENSE SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	280.35
WAREHOUSE DIRECT (2002)	10/27 CK# 87573	\$175.10
2847574-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	77.84
2853656-01 OPERATING EQUIPMENT 01-451-401	01-30-630-401	97.26
WESTMONT SWIM CLUB (2728)	10/27 CK# 87574	\$89,622.50
TEMP OCCPNY COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	89,622.50
WESTOWN AUTO SUPPLY COMPANY (2026)	10/27 CK# 87575	\$4.32
65760 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	4.32
WILLOWBROOK CURRENCY EXCHANGE (2060)	10/27 CK# 87576	\$261.70
SQUAD 62 & 67 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	261.70
ZOEY'S EATZ & TREATZ (2727)	10/27 CK# 87577	\$140.32
126716 OPERATING EQUIPMENT 01-451-401	01-30-630-401	140.32
TOTAL GENERAL CORPORATE FUND		\$195,194.30

VILLAGE OF WILLOWBROOK

RUN DATE: 10/21/15

BILLS PAID REPORT FOR OCTOBER, 2015

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ASSOCIATED TECHNICAL SERV. LTD. (126) 26714 LEAK SURVEYS 02-430-276	10/27 CK# 87500 02-50-430-276	\$743.75 743.75
AT & T MOBILITY (64) 826930710/OCT15 PHONE - TELEPHONES 02-401-201	10/27 CK# 87501 02-50-401-201	\$60.61 60.61
BETTE A BORSE (2009) OVERPAYMENT WATER SALES 02-310-712	10/27 CK# 87504 02-310-712	\$5,879.36 5,879.36
CALL ONE INC (289) 1139753 OCT 15 PHONE - TELEPHONES 02-401-201	10/27 CK# 87507 02-50-401-201	\$667.05 667.05
COMMONWEALTH EDISON (370) 4651111049OCT15 ENERGY - ELECTRIC PUMP 02-420-206	10/27 CK# 87511 02-50-420-206	\$506.56 506.56
COMPASS PLUMBING LLC (2306) 7703 MAINTENANCE - PUMPS & WELL 3 02-420-488	10/27 CK# 87512 02-50-420-488	\$435.00 435.00
DELTA DENTAL PLAN OF ILLINOIS (468) NOV 15 EMPLOYEE BENEFITS - MEDICAL	10/27 CK# 87513 02-50-401-141	\$192.70 192.70
DUPAGE WATER COMMISSION (521) 11060/SEPT 15 PURCHASE OF WATER 02-420-575	10/27 CK# 87518 02-50-420-575	\$156,145.75 156,145.75
H-B-K WATER METER SERVICE (739) 15-547 NEW - METERING EQUIPMENT 02-435-461	10/27 CK# 87522 02-50-435-461	\$335.15 335.15
ILLINOIS DIRECTOR OF (475) 3RD QTR 2015 EMPLOYEE BENEFITS - UNEMPLOYMENT	10/27 CK# 87528 02-50-401-144	\$93.48 93.48
PESSINA TREE SERVICE LLC (2587) 1812-204 LANDSCAPE - OTHER 02-430-299	10/27 CK# 87548 02-50-430-299	\$1,057.00 1,057.00
SUNSET SEWER & WATER (2276) 2015-259 WATER DISTRIBUTION REPAIR-MAINTENAN 2015-261 WATER DISTRIBUTION REPAIR-MAINTENAN	10/27 CK# 87562 02-50-430-277 02-50-430-277	\$5,732.45 4,071.50 1,660.95
TAMELING GRADING (1836) TG5/SEPT 15 REPAIR, MAINTENANCE-STANDPIPE, PUMP TG5/SEPT 15 WATER DISTRIBUTION REPAIR-MAINTENAN	10/27 CK# 87563 02-50-425-485 02-50-430-277	\$895.50 450.00 445.50
UNDERGROUND PIPE & VALVE, CO. (1923) 10641 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476 11651 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476 11689 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	10/27 CK# 87569 02-50-430-476 02-50-430-476 02-50-430-476	\$7,606.84 3,525.84 3,931.00 150.00
VERIZON WIRELESS (1972) 9753217160 PHONE - TELEPHONES 02-401-201	10/27 CK# 87571 02-50-401-201	\$136.74 136.74
TOTAL WATER FUND		\$180,487.94

RUN DATE: 10/21/15

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR OCTOBER, 2015

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	10/27 CK# 87515	\$14,836.32
2514 ADVERTISING 03-435-317	03-53-435-317	14,836.32
TOTAL HOTEL/MOTEL TAX FUND		\$14,836.32

RUN DATE: 10/21/15

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR OCTOBER, 2015

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POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TIMOTHY KOBLER (1072)	10/27 CK# 87535	\$1,928.25
15/16 CONF MEETINGS, TRAVEL, CONFERENCES 07-401-304	07-62-401-304	1,365.12
16/17 PREPAID MEETINGS, TRAVEL, CONFERENCES 07-401-304	07-62-401-304	563.13
TOTAL POLICE PENSION FUND		\$1,928.25

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VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR OCTOBER, 2015

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WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	10/27 CK# 87509	\$4,608.29
125184 WATER TANNK REPAIRS	09-65-440-604	4,608.29
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$4,608.29

VILLAGE OF WILLOWBROOK

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LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
UNDERGROUND PIPE & VALVE, CO. (1923)	10/27 CK# 87569	\$-5,362.08
CK 87401 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	-5,362.08
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$-5,362.08

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VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR OCTOBER, 2015

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	195,194.30	*
02-110-105	WATER FUND-CHECKING 0010330283	180,487.94	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	14,836.32	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	1,928.25	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	4,608.29	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	-5,362.08	*
TOTAL ALL FUNDS		391,693.02	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE OF THE SAME

AGENDA NO. **5d**
AGENDA DATE: 10/26/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

As part of the public works department fleet of vehicles, two (2) vehicles identified below are ready to be sold:

- A 2008 Ford Explorer is currently used as a fleet vehicle, but is not used very often and has since experienced costly repairs. This vehicle will not be replaced.
- The FY 2015/16 budget includes funding for the replacement of a 2009 Ford F-150 pick-up truck. The replacement vehicle has been ordered from Willowbrook Ford and should be delivered in the next two (2) weeks. The condition of the currently 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
1FMEU73E58UA87601	2008	FORD	Explorer SUV	118,434
1FTPF14V69KA82729	2009	FORD	F-150	119,385

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 vehicles 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 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 26th day of October, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

VIN	Model Year	Make	Body	Current Mileage
1FMEU73E58UA87601	2008	FORD	Explorer SUV	118,434
1FTPF14V69KA82729	2009	FORD	F-150	119,385

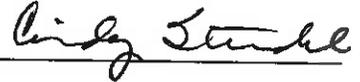
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE - DARIEN HISTORICAL SOCIETY

AGENDA NO.**5e****AGENDA DATE:** 10/26/15**STAFF REVIEW:** Cindy Stuchl**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Darien Historical Society has submitted an application to hold a raffle at their fund raising event. Money for this event will help to preserve local history. This event will be held on November 20, 2015 at Arabian Knights Farm, 6526 Clarendon Hills Road, Willowbrook, Illinois.

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

This is the first application for this organization.

ACTION PROPOSED: Approve Application to hold a Raffle.



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

1. The name of the Licensee:

Darien Historical Society

2. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.

\$400

3. The maximum retail value of each prize awarded by the licensee in a single raffle.

\$20

4. The maximum price which may be charged for each raffle chance issued or sold.

\$ 0.50

5. The maximum number of days during which chances may be issued or sold.

One Day

6. The date on which the drawing is to be held.

November 20, 2015

7. The place at which the drawing is to be held.

Arabian Knights Farm, 6526 Clarendon Hills Road

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING HELD ON THE 26th DAY OF October, 2015.

Leroy R. Hansen
Village Clerk



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1860

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5594

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

APPLICATION FOR LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

1. Name, age and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name	Address	Age
<u>Darien Historical Society</u>		
<u>7422 Cass Avenue, IL 60561</u>		

Date of incorporation, if corporation: _____

Date of formation of organization: 1974

Object for which organization or corporation was formed: To preserve local history

2. The area or areas within the Village in which raffle chances will be sold or issued and the time period during which raffle chances will be sold or issued.

Arabian Knights Farm, 7 to 10pm

3. The date on which the drawing is to be held

Nov. 20, 2015

4. The place at which the drawing is to be held.

Arabian Knights Farm

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: _____ No: X

If yes, explain: _____



Proud Member of the
Illinois Route 66 Scenic Byway

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.

\$20 x 20 turkeys

7. The maximum retail value of each prize awarded by the licensee in a single raffle.

\$20

8. The maximum price which may be charged for each raffle chance issued or sold.

.50¢

9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:

Yes: _____

No: X

If yes, state reasons: _____

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.

11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature:

Deborah Coulman

Date

10/16/15

GENERAL AFFIDAVIT

STATE OF ILLINOIS Illinois
COUNTY OF DUPAGE DuPage

PERSONALLY came and appeared before me, the undersigned Notary, the within named Dean Rodkin, President of Darien Historical Society, and Alice Brennan, Secretary of Darien Historical Society, who are residents of DuPage County, State of Illinois, and makes this his/her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

Affirm that the Darien Historical Society is an IRS recognized 501(c)(3) non-profit organization

(Insert Statement)

DATED this the 20 day of October, 2015.

Dean Rodkin
Signature of Affiant

Alice M. Brennan
Signature of Affiant

SWORN to and subscribed before me, this the 20th day of OCTOBER, 2015.

Cynthia A. Stuchl
NOTARY PUBLIC

My Commission Expires:
4-2-2017



VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE – DUPAGE JUVENILE OFFICERS ASSOCIATION

AGENDA NO.

5f

AGENDA DATE: 10/26/15

STAFF REVIEW: Cindy Stuchl

SIGNATURE:

Cindy Stuchl

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:

THOMAS BASTIAN JR.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

T. Stuchl

REVIEWED & APPROVED BY COMMITTEE: YES N/A

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

The DuPage Juvenile Officers Association has submitted an application to hold a raffle at their fund raising event. Money for this event will help to fund training opportunities for juvenile officers within DuPage County. This event will be held on October 28, 2015 at Ashton Place, 341 W. 75th Street, Willowbrook, Illinois.

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

This is the first application for this organization.

ACTION PROPOSED: Approve Application to hold a Raffle.



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

1. The name of the Licensee:
DuPage Juvenile Officers Association
2. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.
\$500
3. The maximum retail value of each prize awarded by the licensee in a single raffle.
\$500
4. The maximum price which may be charged for each raffle chance issued or sold.
\$10.00
5. The maximum number of days during which chances may be issued or sold.
One Day
6. The date on which the drawing is to be held.
October 28, 2015
7. The place at which the drawing is to be held.
Ashton Place, 341 - 75th Street

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING HELD ON THE 26th DAY OF October, 2015.

Leroy R. Hansen
Village Clerk



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5594

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

APPLICATION FOR LICENSE TO HOLD A RAFFLE

Mavor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

1. Name, age and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name	Address	Age
DUPAGE JUVENILE OFFICERS ASSOCIATION		
Michael Coughlin	121 Symonds Drive Hinsdale, IL	52

Date of incorporation, if corporation: 1979
 Date of formation of organization: 1979
 Object for which organization or corporation was formed: To provide training for juvenile officers in dupage County

2. The area or areas within the Village in which raffle chances will be sold or issued and the time period during which raffle chances will be sold or issued.

Ashton Place 8:30am-3:00pm

3. The date on which the drawing is to be held

10-28-15

4. The place at which the drawing is to be held.

Ashton Place 341 75th st

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: _____ No:

If yes, explain: _____



6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.

TV - \$500.00

7. The maximum retail value of each prize awarded by the licensee in a single raffle.

TV - \$500.00

8. The maximum price which may be charged for each raffle chance issued or sold.

\$10.00 per ticket

9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:

Yes: _____

No: _____

If yes, state reasons: _____

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.

No laws or ordinances of the State or Village will be violated. MC
Michael Coyle

11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

There will be no gambling or gambling devices on the premises. MC
Michael Coyle

12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature:

Michael Coyle

Date

10/12/15



Hinsdale Police Department



Investigations Division
121 Symonds Drive
Hinsdale, IL 60521

Phone: 630-789-7070

Fax: 630-789-3087

DATE: 10/20/15 No. of Pages, Including Cover Sheet 3

TO: Raffle License

FROM: Michael Coughlin

REMARKS: Per your request For your review Comment

Large empty rectangular box for writing remarks.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE – OUR LADY OF PEACE SCHOOL

AGENDA NO.**5g****AGENDA DATE:** 10/26/15**STAFF REVIEW:** Cindy Stuchl**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian**SIGNATURE:****RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Our Lady of Peace School began in 1963 and has grown to be one of the most respected elementary school programs in DuPage County and the surrounding suburban Chicago area. The Home and School Association promotes the mission of Our Lady of Peace School by providing a means for members of the school community to be of service to the school and makes possible activities that enrich the cultural, service and social opportunities of their families. This raffle will be held on February 26, 2016 at Ashton Place, 341 – 75th Street, Willowbrook, Illinois.

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

This is the second application for this organization.

ACTION PROPOSED: Approve Application to hold a Raffle.



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527

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

LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

1. The name of the Licensee:
Our Lady of Peace School
2. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.
Approximately \$5,000
3. The maximum retail value of each prize awarded by the licensee in a single raffle.
\$3,000
4. The maximum price which may be charged for each raffle chance issued or sold.
\$25.00
5. The days during which chances may be issued or sold.
January 1 – February 26, 2016
6. The date on which the drawing is to be held.
February 26, 2016
7. The place at which the drawing is to be held.
Ashton Place, 341 W. 75th Street

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING
HELD ON THE 26th DAY OF October, 2016.

Leroy R. Hansen
Village Clerk



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5594

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

APPLICATION FOR LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



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1. Name, age and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name	Address	Age
Sue Mibula	1518 71st St Darien, IL 60561	42

Date of incorporation, if corporation: _____

Date of formation of organization: 1963

Object for which organization or corporation was formed: The ASA promotes the mission of our Lady of Peace School by providing a means for members of the school community to be of service to the school. It is also the main fundraising arm of the school and the

2. The area or areas within the Village in which raffle chances will be sold or issued and the time period during which raffle chances will be sold or issued.

only on Feb 26, 2016 at Ashton Place + upon the approval of this license, we'd like to sell them at the school located in Darien - we are getting raffle license from the city of Darien for that

raised money goes toward operating expenses + to help tuition down.

3. The date on which the drawing is to be held

Feb 26

4. The place at which the drawing is to be held.

Ashton Place - 341 75th St. Willowbrook 60527

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: _____

No: X

If yes, explain: _____

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.

Approximately \$5,000 plus silent auction

7. The maximum retail value of each prize awarded by the licensee in a single raffle.

\$ 3,000

8. The maximum price which may be charged for each raffle chance issued or sold.

\$ 25

9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:

Yes: _____

No: _____

If yes, state reasons: _____

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.

We affirm that we will not violate any of the laws of the state or of the united states

11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

We affirm that we will not allow any gambling

12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature:

Date _____



September 21, 2015

Our Lady of Peace School
Home & School Association
709 Plainfield Road
Darien, IL 60561

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

To Whom It May Concern:

Thank you for considering our application for a license to hold a raffle at our 2016 Gala Fundraiser "Mardi Gras Magic" at Ashton Place, located in Willowbrook, IL. This Gala is our largest fundraising event of the year and upon your approval, we hope to announce our raffle winners at Ashton Place on February 26, 2016.

Since 1963, Our Lady of Peace has grown to be one of the most respected elementary school programs in the DuPage County and in the surrounding suburban Chicago area. The Home & School Association (HSA) promotes the mission of Our Lady of Peace by providing a means for members of the school community to be of service to the school. HSA makes possible many activities that enrich the cultural service and social opportunities of our families. HSA encourages parents to get involved in their children's educational experience. Parents are encouraged to come to the meetings and to volunteer for the many activities offered at the school. Additionally, the HSA is the main fundraising arm of the school and the money raised goes to operating expenses and to manage rising tuition costs.

If you have any questions regarding the 2015 Gala "Mardi Gras Magic", please don't hesitate to contact me or the Auction Chairs. On behalf of the Our Lady of Peace School community, thank you in advance for your support.

Sincerely,

Gabriela Gutierrez
Our Lady of Peace HSA President
773-551-3965, gaby.gutierrez@ymail.com

2016 Gala Co-Chairs
Shannon Malachuk

Sue Mikula

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

REPORT – Annual Pension Board Pension Fund Report

AGENDA NO.**5h****AGENDA DATE:** 10/26/2015**STAFF REVIEW:** Carrie Dittman, Director of Finance**SIGNATURE****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:****REVIEWED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Annually, by state statute 40 ILCS 5/3-143, the Police Pension Board is required to report to the municipality the financial condition of the pension fund at the end of its most recent fiscal year (4/30/2015). The report is used when determining the amount of taxes to levy to fund police pension operations, although the Village has historically not levied a property tax and instead funded the police pension expenditures through General Fund sources.

At the October 14, 2015 police pension board meeting, the attached report was presented and was accepted by the pension board. The report contains excerpts from the police pension fund financial statements and actuarial valuation, which was also presented and accepted at the meeting.

The report (in accordance with the actuary's recommendation) contains a request of **\$805,810** in municipal contributions or **38.99%** of covered payroll for the FY 2016/2017 fiscal year. The statutory minimum contribution is **\$665,410** or **32.19%** of covered payroll.

The current contribution for FY 2015/2016 is \$614,530 or 31.16% of covered payroll.

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

The police pension board voted to approve the report at the October 14, 2015 pension board meeting and officially request **\$805,810** as the annual municipal contribution from the Village of Willowbrook for the FY 2016/2017 police pension fund operations.

The Village board will determine during the budget process what amount to contribute into the police pension fund for FY 2016/17.

ACTION PROPOSED: ACCEPT THE REPORT

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD
As of 4/30/2015 fiscal year end

(40 ILCS 5/3-143) (from Ch. 108 1/2, par. 3-143)
Sec. 3-143. Report by pension board.

The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.

1.

Total Trust Assets (see attachment 1 for complete listing)

Total Assets (market value):	\$19,313,681
Actuarial Value of Assets (see item 8 for explanation):	\$19,338,999

2.

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll:	\$196,955
Employer Contributions and all other sources:	\$805,810

3.

Estimated amount required during the next succeeding fiscal year to:

(a) pay all pensions and other obligations provided in this Article:	\$905,287
(b) meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:	\$862,365

4.

Total Net Income received from investment of net assets:	\$1,205,737
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Assumed Investment Return:	7.25%
Actual Investment Return:	6.39%

Total Net Income received from investment of net assets (FYE 4/30/2014):	\$1,470,701
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Assumed Investment Return (FYE 4/30/2014):	7.25%
Actual Investment Return (FYE 4/30/2014):	8.55%

5.

Total number of Active Employees that are financially contributing to the fund:	23
---	-----------

6.

Disbursements to:

(i) Annuitants in receipt of a regular retirement pension:

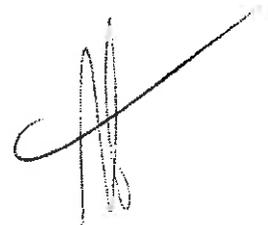
Total number of annuitants:	9
Total amount that was disbursed in benefits:	\$626,577

(ii) Recipients being paid a disability pension:

Total number of annuitants:	2
Total amount that was disbursed in benefits:	\$ 52,978

(iii) Survivors and children in receipt of benefits:

Total number of annuitants:	1
Total amount that was disbursed in benefits:	\$ 38,512



7.
Funded ratio of the fund: 76.99%
8.
Unfunded Actuarial Accrued Liability: \$5,780,750

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

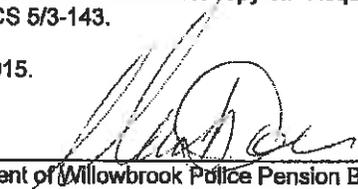
The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

9.
Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.
(See attachment 2)

Certification

I, Umberto Davi, President of the Willowbrook Police Pension Board, Village of Willowbrook, DuPage County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this 15th day of Oct., 2015.



President of Willowbrook Police Pension Board

Source: P.A. 95-950, eff. 8-29-08



VILLAGE OF WILLOWBROOK, ILLINOIS

Police Pension Fund

Statement of Plan Net Position

April 30, 2015

Assets	
Cash and Cash Equivalents	\$ 29,103
Investments, at Fair Value	
Money Market Account	31,396
Mutual Funds	6,575,037
State and Local Obligations	914,375
U.S. Treasury Obligations	219,760
U.S. Agency Obligations	3,463,140
Corporate Bonds	3,570,162
Equities	4,415,804
Receivables	
Accrued Interest	<u>94,905</u>
Total Assets	19,313,682
Liabilities	
None	<u>-</u>
Net Position	
Held in Trust for Pension Benefits	<u>\$ 19,313,682</u>

WILLOWBROOK POLICE PENSION FUND

**STATEMENT OF
INVESTMENT POLICY**

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DEFINITION OF TERMS

Beneficiary - person eligible for or receiving benefits from a pension fund.

Book Entry Security - securities that can be transferred from institution to institution using the federal electronic wire system, thus eliminating the physical transfer of certificates. Records are maintained on a computer system at the Federal Reserve.

Collateral - the pledging of a security to guarantee performance of an obligation.

Commercial Paper - unsecured promissory notes of corporations issued for 270 days or less.

Fiduciary - person entrusted with the control of assets for the benefit of others.

Investment Manager - an individual or organization that provides investment management services for a fee, either on a discretionary or nondiscretionary basis. Under Illinois law, an investment manager is considered a fiduciary with respect to the Fund.

IL Funds (formerly known as the Illinois Public Treasurers' Investment Pool) - a short-term money market fund for public funds in Illinois.

Market Value - the present price of a given security.

B of A Merrill Lynch Corporate 1-10 Year Index - benchmark index based upon publicly issued intermediate corporate debt securities.

B of A Merrill Lynch Treasury Index - benchmark index that quantifies the price and yield performance of all U.S. Treasury obligations with a maturity of at least one year and an outstanding par value of at least \$100 million. The securities comprising the index are rebalanced on a daily basis.

B of A Merrill Lynch US Treasury/Agency Index: The U.S. Government/Agency Index tracks the performance of the combined U.S. Treasury and U.S. Agency Markets. It includes U.S. dollar- denominated U.S. Treasury and U.S. Agency Bonds, issued in the U.S. domestic bond market, having at least one year remaining term to maturity, a fixed coupon schedule and a minimum amount outstanding of \$1 Billion for U.S. Treasuries and \$150 Million for U.S. Agencies. The index is re-balanced on the last calendar day of the month.

Morgan Stanley Capital International (EAFE) - Indices are based on the share prices of approximately 1,600 companies listed on stock exchanges in the twenty-two countries that make up the MSCI National Indices.

Return – Income and capital appreciation or depreciation on an investment.

Russell 2000 Stock Index - is comprised of the smallest 2000 companies in the Russell 3000 Index, representing approximately 11% of the Russell 3000 total market capitalization. The Index was developed with a base value of 135.00 as of December 31, 1986.

Security - any note, stock, bond, certificate of interest or certificate of deposit.

Separate Account - term used of variable annuities. Because the risk is borne by the investor in a variable annuity, the issuer may not commingle funds invested in the variable annuity with the general funds of the issuer.

Standard & Poor's 400 Midcap Stock Index – is comprised of 400 stocks chosen for market size, liquidity and industry group representation. All stocks within the S & P 500 are not eligible for inclusion.

Standard & Poor's 500 Stock Index - is a capitalization-weighted index of 500 stocks designed to measure performance of the broad domestic economy through changes in the aggregate market value of 500 stocks representing all major industries. The index was developed with a base level of 10 for the 1941-43 base period.

Treasury Bill - short-term debt obligation of U.S. government which will mature within one year of original issuance.

Treasury Note - intermediate debt obligation of U.S. government which will mature in 1 to 10 years of original issuance.

Treasury Bond - longer debt obligations of U.S. government which will mature in more than ten years of original issuance.

Yield - percentage measured by taking annual income from an investment and dividing by current market value.

STATEMENT OF PURPOSE

The investment of pension funds is the responsibility of the members of the Board of Trustees of the Willowbrook Police Pension Fund (Pension Board). The purpose of this investment policy is to:

- Define and assign the responsibilities of all parties involved
- Establish the relevant investment horizon for which the Pension Fund will be managed
- Offer guidance and limitations to all Investment Managers regarding the investment of Pension Fund
- Communicate the Pension Board's policy views on management of pension funds to the public, participants, and beneficiaries of the Willowbrook Police Pension Fund (Fund)

- Establish long-term expected rates
- Establish a basis of evaluating investment results

In general, the purpose of this investment policy is to outline a philosophy which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical. This document is intended to serve as a reference tool, an operating code, and a communications link between the Board of Trustees, its staff, and its investment professionals.

INVESTMENT OBJECTIVES

The Pension Board has a fiduciary responsibility to discharge their duties with respect to the pension fund solely in the interest of the participants and beneficiaries as set forth in the Illinois Pension Code at 40 ILCS 5/1-109.

Safety: Safety of principal is the foremost objective of the Pension Fund. Each investment transaction shall seek to first ensure that large capital losses are avoided whether they are from securities defaults or erosion of market value.

Return on Investments: The Pension Board seeks to attain market rates of return on its investments consistent with constraints imposed by its safety objectives, cash flow considerations and Illinois state laws that restrict the placement of public funds.

Maintenance of Public Trust: All participants in the investment process shall seek to act prudently as custodians of pension funds. Investment officials shall avoid any transactions that might reasonably impair Fund participant's confidence in the Pension Board's ability to manage the Fund.

Liquidity: The assets shall be sufficiently liquid to meet the Fund's disbursement requirements for the payment of operating expenses and benefits.

DISTINCTION OF RESPONSIBILITIES

Management of the investment program is the responsibility of the Pension Fund Board of Trustees. No person may engage in an investment transaction except as provided under terms of this policy established by the Pension Board. The Pension Board may appoint an investment manager (as defined in 40 ILCS 5/1 - 101.4) to assist in the management of the investment program. Any such appointment shall be made in accordance with the requirements of Section 1-113.5 of the Illinois Pension Code (40 ILCS 5/1-113.5). The investment manager shall acknowledge, in writing, that it is a fiduciary with respect to the Pension Fund. Any such written agreement shall be attached to this policy. The Pension Board will meet with the investment manager at least quarterly to review market conditions, review the investment portfolio, and determine investment strategy.

The Board of Trustees will generally be responsible for the following:

- Complying with applicable laws, regulations, and rulings.
- Selecting all qualified investment professionals.
- Monitoring and evaluating investment performance and compliance with this Policy.
- Reviewing and suggesting changes, as needed, to this Policy.
- Establishing and reviewing the appropriateness of the Pension Fund's asset allocation policy.
- Taking action according to this policy.

PRUDENCE

Investments shall be made with judgment and care, under circumstances prevailing, which a person of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the primary objective of safety as well as the secondary objective of the attainment of market rates of return. The standards of prudence to be used by investment officials shall be the "Prudent Investor" and shall be applied in the context of managing the portfolio.

PROHIBITED TRANSACTIONS

The members of the Pension Fund Board of Trustees, and all other employees, agents, officials, or representatives of the Pension Fund involved in the investment process shall avoid any transactions prohibited by federal, state, or local law, particularly as set forth in 40 ILCS 5/1-110 and 30 ILCS 235/2. A Fiduciary with respect to the Fund shall not:

- Deal with the assets of the Fund in their own interests or for their own account.
- In their individual or other capacity act in any transaction involving the Fund on behalf of a party whose interests are adverse to the interests of the Fund or the interests of its participants or beneficiaries.
- Receive any consideration for their own personal account from any party dealing with the Fund in connection with a transaction involving the assets of the Fund.

INVESTMENT GUIDELINES

The Fund may invest in any type of investment instrument permitted by Illinois law, as described in Chapter 40 of the Illinois Compiled Statutes, 40 ILCS 5/1-113.1 through 113.4(a). Permitted investment instruments include, but are not limited to:

1. Interest bearing direct obligations of the United States of America.
2. Interest bearing obligations to the extent that they are fully guaranteed or insured as to payment of principal and interest by the United States of America.

3. Interest bearing bonds, notes, debentures, or other similar obligations of agencies of the United States of America. For the purposes of this section, "Agencies of the United States of America" include:
 - a. The Federal National Mortgage Association
 - b. Federal Land Banks, Federal Intermediate Credit Banks, Federal Farm Credit Banks, and any other entity authorized to issue direct debt obligations of the United States of America under the Farm Credit Act of 1971 or amendments to that Act
 - c. Federal Home Loan Banks and the Federal Home Loan Mortgage Corporation
 - d. Any agency created by Act of Congress that is authorized to issue direct debt obligations of the United States of America.
4. Interest bearing savings accounts or certificates of deposit, issued by federally chartered banks or savings and loan associations, or by State of Illinois chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government.
5. Interest bearing bonds of the State of Illinois.
6. Pooled interest bearing accounts managed by the Illinois Public Treasurer's Investment Pool, also known as the IL Fund, in accordance with the Deposit of State Moneys act, interest bearing funds or pooled accounts of the Illinois Metropolitan Investment Funds, and interest bearing funds or pooled accounts managed, operated, and administered by banks, subsidiaries of banks, or subsidiaries of bank holding companies in accordance with the law of the State of Illinois.
7. Interest bearing bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois.
8. Money Market Mutual Funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies; provided that the portfolio of the money market mutual fund is limited to:
 - a. Bonds, notes, certificates of indebtedness, treasury bills, or other securities that are guaranteed by the full faith and credit of the United States of America as to principal and interest.
 - b. Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies.
 - c. Short term obligations of corporations organized in the United States with assets exceeding \$400,000,000, provided that i) the obligations mature no later than 180 days from the date of purchase, ii) at the time of purchase, the obligations are rated by at least 2 standard national rating services at one of their 3 highest

classifications, and iii) the obligations held by the mutual fund do not exceed 10% of the corporation's outstanding obligations.

9. Not to exceed 10% of the portfolio; any combination of separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stock, bonds or money market instruments or mutual funds that meet the following requirements:
 - a. The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
 - b. The mutual fund must have been in operation for at least 5 years.
 - c. The mutual fund must have total net assets of \$250,000,000 or more.
 - d. The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.
10. Corporate bonds, managed through an investment advisor, and the bonds meet the following requirements:
 - a. The bonds must be rated as investment grade by one of the two largest rating services at the time of purchase.
 - b. If subsequently downgraded below investment grade, the bonds must be liquidated from the portfolio within 90 days after being downgraded by the manager.
11. A pension fund with net assets of \$2,500,000 or more, may invest a portion of its net assets, not to exceed 45% of the market value of the pension fund's net present assets as stated in its most recent annual report on file with the Illinois Department of Insurance, in separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stock, bonds or money market instruments or mutual funds that meet the following requirements:
 - a. The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
 - b. The mutual fund must have been in operation for at least 5 years.
 - c. The mutual fund must have total net assets of \$250,000,000 or more.
 - d. The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.
12. A pension fund with net assets of \$5,000,000 or more, which has appointed an investment adviser under Section 1-113.5, may, through that investment adviser, invest in common and preferred stocks and mutual funds that meet all of the following requirements:

The stocks must meet all of the following requirements:

- a. The common stocks must be listed on a national securities exchange or board of trade (as defined in the Federal Securities Exchange Act of 1934 and set forth in paragraph G of Section 3 of the Illinois Securities Law of 1953) or quoted in the National Association of Securities Dealers Automated Quotation System National Market System.
- b. The securities must be of a corporation in existence for at least 5 years.
- c. The market value of stock in any one corporation may not exceed 5% of the cash and invested assets of the pension fund, and the investments in the stock of any one corporation may not exceed 5% of the total outstanding stock of that corporation.
- d. The straight preferred stocks or convertible preferred stocks must be issued or guaranteed by a corporation whose common stock qualifies for investment by the board.

The mutual funds must meet the following requirements:

- a. The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
- b. The mutual fund must have been in operation for at least 5 years.
- c. The mutual fund must have total net assets of \$250,000,000 or more.
- d. The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.

The Fund's investment in the above equity investments shall not exceed 45% of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance.

13. A pension fund with net assets of \$10,000,000 or more, which has appointed an investment adviser under Sections 1-101.4 and 1-113.5, may, through that investment adviser, invest an additional portion of its assets in common and preferred stocks and mutual funds that meet all of the following requirements:

The stocks must meet all of the following requirements:

- a. The common stocks must be listed on a national securities exchange or board of trade (as defined in the Federal Securities Exchange Act of 1934 and set forth in paragraph G of Section 3 of the Illinois Securities Law of 1953) or quoted in the National Association of Securities Dealers Automated Quotation System National Market System.
- b. The securities must be of a corporation in existence for at least 5 years.
- c. The market value of stock in any one corporation may not exceed 5% of the cash and invested assets of the pension fund, and the investments in the stock of any one corporation may not exceed 5% of the total outstanding stock of that corporation.

- d. The straight preferred stocks or convertible preferred stocks must be issued or guaranteed by a corporation whose common stock qualifies for investment by the board.

The mutual funds must meet the following requirements:

- a. The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
- b. The mutual fund must have been in operation for at least 5 years.
- c. The mutual fund must have total net assets of \$250,000,000 or more.
- d. The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.

The Fund's total investment in the items authorized under this Section shall not exceed 60% effective July 1, 2011 and 65% effective July 1, 2012 of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance.

PERFORMANCE MEASUREMENTS

Performance will be calculated using professional standards as established by the Association for Investment Management Research. The Pension Board shall utilize the following benchmarks for evaluating the Fund's performance:

<u>Application</u>	<u>Benchmark</u>
Cash Equivalents	90 - day U.S. Treasury Bills
Fixed Income (excludes Corporate Bonds)	B of A Merrill Lynch Treasury/Agency Index
Corporate Bond	B of A Merrill Lynch 1-10 Year Corporate
Large Capitalization Equities	Standard & Poor's 500 Stock Index
Mid Capitalization Equities	Standard & Poor's 400 Stock Index
Small Capitalization Equities	Russell 2000 Stock Index
International Equities (includes developed and emerging markets)	Morgan Stanley Capital International Europe/Australias/Far East Index

The investment performance of total portfolios, as well as asset class components, will be measured against said benchmarks. The Trustees reserve the right to terminate a manager for any reason including, but not limited to, the following:

- Investment performance which is significantly less than anticipated given the discipline employed and the risk parameters established, or unacceptable justification of poor results.
- Failure to adhere to any aspect of this statement of investment policy, including communication and reporting requirements.
- Significant qualitative changes to the investment management organization.

CONTROLS

The Fund maintains its books and records in conformance with generally accepted accounting principles. The internal controls shall be established by the Treasurer and reviewed by the Pension Board and an independent auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the Pension Board.

DIVERSIFICATION / STRATEGY

Fixed Income:

The average maturity/duration of the portfolio will be managed based upon the current existing interest rate environment. Under most circumstances the maturity/modified duration of the portfolio will be maintained at approximately 5.0 years and will range from 1.0 years to 7.0 years. The investment manager may change the duration of the portfolio as the market conditions permit.

The allocation guidelines, by asset class, for the fixed income investments are as follows:

	<u>Target Allocation</u> ³	<u>Range of Allocation</u>
Cash, Money Market, IPTIP accounts: ¹	0%	0 - 20%
Bank Certificates of Deposit: ²	0%	0 - 25%
U.S. Treasury Securities:	10%	0 - 40%
U.S. Government Agency Securities:	40%	0 - 75%
U.S. Government Agency MBS's: ⁴	0%	0 - 20%
Taxable Municipal Securities:	10%	0 - 20%
Corporate Bonds:	25%	0 - 50%
High-Yield Fixed Income Funds:	7.5%	0 - 10%
Emerging Market Fixed Income Funds	7.5%	0 - 10%

Notes:

1. Cash will be maintained to manage cash flow of the Fund or as a transition asset.
2. Bank certificates of deposit will only be used if market returns are favorable. They will be used as a substitute for the Treasury and Agency portion of the portfolio.
3. Under normal market conditions the structure of the portfolio will be within these limits; however the portfolio manager may diverge from the above suggestions due to abnormal market conditions.
4. May be individual Mortgage Backed Securities (MBS) or MBS Funds

Equities:

Once the fund reaches the equity allocation approved by the Board and permitted by law, normal asset allocation range for equity portfolio allocation weightings should be:

	<u>Target Allocation</u>	<u>Range of Allocation</u>
U.S. Large Company Stocks	55%	15-75%
U.S. Mid-Sized Company Stocks	10%	0-20%
U.S. Small Company Stocks	10%	0-25%
International Stock Funds	15%	0-30%
Alternative Investment Funds *	10%	0-30%

*Such as, but not limited to: Real Estate Funds, Natural Resources Funds, Infrastructure Funds. All funds used in this space will meet the State Statute guidelines for mutual funds.

Portfolio allocations should be rebalanced at least annually at the end of the fiscal year or when the portfolio allocation to equities rises above the limit established and confirmed at each board meeting.

LONG-TERM EXPECTED RATES [as required by GASB 67]

Willowbrook Police Pension Fund

Long-Term Expected Rates*

<u>Asset Class</u>	<u>Long-Term Expected Rate of Return</u>	<u>Long-Term Inflation Expectations</u>	<u>Long-Term REAL Rates of Return Expectations</u>
<u>Fixed Income</u>			
US Treasuries	4.30%	2.50%	1.75%
US Agencies	4.50%	2.50%	2.00%
Taxable Municipal Securities	4.50%	2.50%	2.00%
Corporate Bonds	5.00%	2.50%	2.50%
High-Yield Fixed Income	6.00%	2.50%	3.50%
Emerging Market Fixed Income	6.50%	2.50%	4.00%
<u>Equities</u>			
US Large Cap	7.50%	2.50%	5.00%
US Mid Cap	7.80%	2.50%	5.25%
US Small Cap	7.50%	2.50%	5.00%
International	7.80%	2.50%	5.25%

<u>Alternatives</u>			
Real Estate	6.80%	2.50%	4.25%
Global Infrastructure	7.30%	2.50%	4.75%
Natural Resources	3.80%	2.50%	1.25%

*The above data has been requested per GASB 67, MB Financial Bank has formulated this data in accordance with the Asset Management and Trust Division's proprietary research and analytical tools. These projections were most recently updated in September, 2014. And to the extent they will be updated in the future, it will be done as an addendum to this investment policy statement.

COLLATERALIZATION - It is the policy of the Fund to require that all deposits in excess of FDIC insurable limits (applies to bank Certificates of Deposit and other cash deposits) be secured by collateral in order to protect deposits from default.

1. Eligible collateral instruments and collateral ratios (market value divided by deposit) are as follows:
 - a. U.S. Government Securities = 110%
 - b. Obligations of Federal Agencies = 115%
 - c. Obligations of the State of Illinois = 115%
 - d. Local and Municipal Bonds rated "A" or better by Moody's = 115%

The ratio of fair market value of collateral to the amount of funds secured shall be reviewed at least quarterly and additional collateral shall be requested when the ratio declines below the level required.

2. Safekeeping of collateral
 - a) Third party safekeeping is required for all collateral. To accomplish this, the securities can be held at the following locations:
 1. A Federal Reserve Bank or branch office.
 2. At another custodial facility - generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved. If physical securities are involved, at a third party depository in a suitable vault and insured against loss by fire, theft and similar causes.
 - b) Safekeeping of collateral shall be documented by a written agreement approved by the Treasurer. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.
 - c) Substitution or exchange of securities held in safekeeping as collateral may occur without prior written notice to the Treasurer provided that the market value of the replacement securities are equal to or greater than the market value of the securities

being replaced. The Treasurer shall be notified in writing within two days of all substitutions.

CUSTODY, REGISTRATION AND SAFEKEEPING OF INVESTMENTS

1. Third party safekeeping is required for all securities owned by the Fund. To accomplish this, the securities shall be held in a trust department through book-entry at the Depository Trust Company.
2. The Board of Trustees may register the investments of the Fund in the name of the Pension Fund, in the nominee name of a bank or trust company authorized to conduct trust business in Illinois, or in the nominee name of the Illinois Public Treasurer's Investment Pool.
3. Safekeeping shall be documented by an approved written agreement. The agreement may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement. Fees for this service shall be mutually agreed upon by the Pension Board and the safekeeping bank.

ETHICS AND CONFLICTS OF INTEREST

Any fiduciary with respect to the Fund shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

INDEMNIFICATION

The Pension Fund may indemnify and protect the trustees, staff and advisors against all damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the trustees. However, the trustees, staff and advisors shall not be indemnified for willful misconduct and gross negligence.

REPORTING AND COMMUNICATION

Reporting

On a quarterly basis, the Treasurer, Finance Director and /or Investment Manager shall submit to the Pension board an investment report which shall describe the portfolio in terms of investment securities, maturity, cost, transactions and earnings for the current period. The Treasurer or Investment Manager shall also submit a comprehensive annual report on the investment program and activity.

Meeting Schedule

The Board shall schedule periodic meetings for the purposes of portfolio and investment performance review. Special meetings may be called as needed to conduct the business of the

pension Board. Investment policies and Fund management guidelines will be reviewed by the Pension Board every year.

Audit

The Fund is subject to periodic examination by the Illinois Department of Insurance.

Filing of Policy; Public Availability

The Board shall file this policy with the Illinois Department of Insurance within thirty (30) days of its adoption. The Board shall make a copy of this Policy available to the public at the main administrative office of the Pension Fund.

AMENDMENT

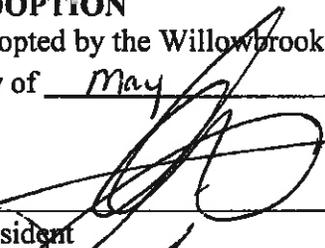
The Board shall review this Policy periodically to ensure its effectiveness in meeting the Pension Fund's needs for safety, liquidity, rate of return, and diversification, and its general performance. Any changes shall be presented to the Pension Board for its approval. Whenever this policy is amended, the Board shall file a copy of the new policy with the Illinois Department of Insurance within thirty (30) days.

CONFLICT

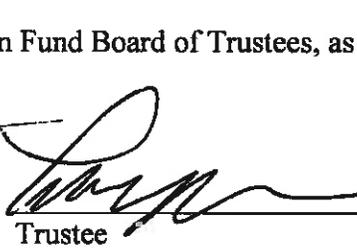
In the event of any conflict between this Policy and the Illinois Compiled Statutes or case decisions of the State of Illinois, the Statutes and case law decisions shall govern.

ADOPTION

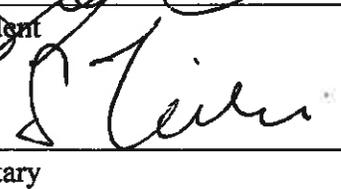
Adopted by the Willowbrook Police Pension Fund Board of Trustees, as amended, on this 21st day of May, 2015.



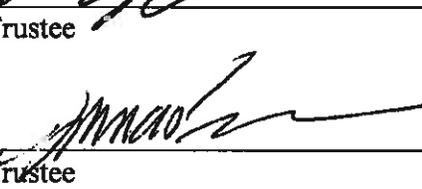
President



Trustee



Secretary



Trustee



Treasurer

Trustee



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 25, 2015

Mayor

Frank A. Trilla

Balsys, Gitana
638 67th Pl
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 212595.007
Delinquent Water Bill

Dear Sir or Madam,

Village Trustees

Sue Berglund

Please be advised that your water bill is now delinquent in the amount of \$274.10. 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 October 26, 2015, will result in the immediate termination of your water service.

Umberto Davi

Terrence Kelly

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.

Michael Mistele

Gayle Neal

Paul Oggerino

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 Dr., 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

September 25, 2015

Mayor

Frank A. Trilla

Bram. Keith
6345 Meadow Ln
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 252490.005
Delinquent Water Bill

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 \$115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before October 26, 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 Dr., 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

September 25, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Filipski, Ann
6340 Wesley Road
Willowbrook Il 60527

Re: Account No. 252375.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$191.81. 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 October 26, 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 Dr., Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 25, 2015

Mayor

Frank A. Trilla

Kass, Michael
6401 Tremont Rd
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 252470.000
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 \$954.18. 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 October 26, 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 Dr., Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 25, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Walsh, Tracy
133 Chaucer Ct
Willowbrook IL 60527

Re: Account No. 250570.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$157.33. 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 October 26, 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 Dr., Willowbrook, IL 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 25, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village
Administrator**

Tim Halik

Chief of Police

Mark Shelton

Zenner, Richard
125 Waterford Dr
Willowbrook IL 60527

Re: Account No. 250850.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$192.13. 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 October 26, 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.

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION – A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT FOR SCAVENGER SERVICES WITH REPUBLIC SERVICES, INC.

AGENDA NO. 7

AGENDA DATE: 10/26/2015

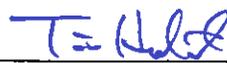
STAFF REVIEW: Garrett Hummel

SIGNATURE: 

LEGAL REVIEW: Tom Bastian

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.: Tim Halik

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES 08/10/15 N/A

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

The Village of Willowbrook currently has an exclusive agreement with Republic Services, previously ARC Disposal, to provide scavenger services for the 1,300 single-family residences using a toter-based collection system. Scavenger services include the removal of any waste ranging from garbage to recycling to yard waste. The current agreement is set to expire on December 31, 2015. Within the 2011 contract there was a renewal clause which allows for an extension of up to 4 years.

In 2007, the Village entered into a 4-year contract with ARC Disposal for its single-family refuse collection needs. The agreement with ARC was the Village's first contract incorporating the use of a toter-based collection system. The change to the toter system from the previous volume-based sticker program was met with some resistance. The main sources of resistance were elderly residents who did not produce much garbage. In response to resident complaints, Village staff requested Republic include a senior discount rate as part of the 2011 contract renewal process. The senior discount rate helped to lessen the cost burden on seniors. Republic submitted a proposal for a contract renewal with several changes highlighted below.

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

Republic's 4-Year Extension Proposal: (See attached table for breakdown of price increases)

- Price increase per year: 0% in Year 1 and 2.5% per year in Years 2 – 4.
- Improved Senior Discount Rate = 20% Off Regular 35-Gallon Toter Rate (was 10% during previous contract)

Based on a recent refuse survey, the proposed average annual price increase of around 1.875% appear to be well below the contracted price increases of other DuPage communities who average between 2.18% - 5.3%.

During the previous contract, Republic Services demonstrated their ability to satisfy the Village's scavenger needs. In addition, Republic has been quick and reliable in addressing concerns from both residents and Village staff. Staff would recommend a 4-year contract renewal with Republic Services.

ACTION PROPOSED: ADOPT THE RESOLUTION



June 22, 2015

Mr. Garrett Hummel
Management Analyst
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527-5549

Subject: Contract Renewal

Dear Mr. Hummel:

Thank you for the time and courtesy you have extended to me during our recent meetings concerning residential municipal solid waste and recycling collections in the Village of Willowbrook. We appreciate the opportunity to continue providing quality refuse and recycling collection for the residents of your community.

The existing agreement allows for an extension of up to four years. Republic Services proposes to extend with the same terms as our current agreement- four years. In response to our discussions, Republic Services is proposing to largely maintain the existing terms of the scavenger agreement moving forward.

Existing rates would be held in place during the first year of the renewal period, except for seniors using the 35 gallon service plan. The senior discount for the 35 gallon service level will increase from 10 to 20 percent. The annual rate adjustment will decrease to 2½ percent on the annual anniversary date of the contract. In addition, the price of refuse and yard waste stickers will be held firm throughout the renewal period.

We will make two enhancements to the program. Both are user-based and voluntary. (1) We would promote the My Resource smart phone app. This tool allows for the payment of bills, scheduling of pick-ups, requesting container repairs and ordering on-demand services through a smartphone or the web. (2) We would also offer our Sharps Disposal Program and Resident Educational materials. This would provide Willowbrook residents with an easy-to-use, safe, confidential and convenient solution to dispose of medical sharps such as needles and syringes from the privacy of their home. These are ideal for people who use needles at home to treat diabetes, arthritis, cancer or other medical conditions. The mail back kits are all inclusive and provide the customer with the necessary components required for all collection, transportation and disposal of medical sharps. More information on these program enhancements can be found in the proposal attachments.

In regard to the quality of service, Republic Services logs all call at our customer service center in Melrose Park, Illinois. Data is easily retrievable and monitored on a weekly basis. Republic trucks are in Willowbrook providing solid waste and recycling twelve months a year and yard waste collection eight months a year for all single-family detached residences- resulting in approximately 15,000 "touches" per month. Over the past year, missed pick up calls have averaged less than four per month, with a statistical missed pick up rate of 3/100's of a percent. These service complaints are rare and resolved promptly.

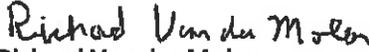
5050 W. Lake Street
Melrose Park, IL 60160
708-345-7050 • Fax 708-498-5383
republicservices.com

Mr. Garret Hummel, June 22, 2015, Page 2

The Village has provided residents with a cost effective and easy way to manage solid waste and recycling. All households are provided with both a refuse and recycling cart. Households can choose the cart size that best meets their needs. These carts are convenient and have substantially eliminated windblown litter. One bulk item per week is included at no additional cost as well as unlimited collection of these items during an annual Amnesty Day collection. For most residents, this has largely eliminated the need to purchase waster stickers.

Thank you for your valued business and the opportunity to submit the following proposal. We believe our proposal will fulfill your community's needs at affordable prices while maintaining a high level of service.

Sincerely,


Richard Van der Molen
Municipal Services Manager

Village of Willowbrook

Agreement for Scavenger Services

Extension Proposal

- Term of Extension:** 4 years
- Refuse Program:** Remains as present, a variable-rate, weekly curbside refuse collection program with a choice of 35, 65 and 95 gallon refuse carts at resident's option. One bulk item per week included in the standard charge. Extra cans or bags, additional bulk items and large appliances require a pre-paid waste sticker.
- Recycling Program:** Remains as present, unlimited curbside recycling with contractor supplied recycling carts with a choice of 35, 65 and 95 gallon recycling carts at resident's option.
- Yard Waste Program:** Remains as present with weekly collection of yard waste collected in Kraft paper yard waste bags requiring pre-paid waste stickers or optional contractor supplied yard waste cart from April through December.
- Amnesty Day Collection:** Remains as present with annual special collection of unlimited amount of properly prepared refuse on regular service day.
- Municipal Services:** Remains as present.
- Pricing:** Please see attached Quotation Sheet.

GENERAL PRICE QUOTATION SHEET

Cart Services*	Year 1	Year 2	Year 3	Year 4
35 gallon (per month) garbage cart	\$19.33	\$19.81	\$20.31	\$20.82
65 gallon(per month) garbage cart	\$20.49	\$21.00	\$21.53	\$22.07
95 gallon (per month) garbage cart	\$21.18	\$21.71	\$22.25	\$22.81
35 gallon (per month) garbage cart-Senior rate	\$15.44	\$15.83	\$16.22	\$16.63
Refuse/yard waste Sticker (per sticker)	\$3.00	\$3.00	\$3.00	\$3.00
Optional Yard Waste Cart Service				
35 gallon cart (per month during yard waste season)	\$19.62	\$20.31	\$21.02	\$21.75
65 gallon cart(per month during yard waste season)	\$23.00	\$23.81	\$24.64	\$25.50
95 gallon cart (per month during yard waste season)	\$25.89	\$26.80	\$27.73	\$28.70
White Goods (cost per item)	\$30.00	\$30.00	\$30.00	\$30.00
Special Collection Charge (per cubic yard)	\$18.00	\$19.00	\$20.00	\$21.00
Charge to exchange carts **	\$25.00	\$25.00	\$25.00	\$25.00
Rental of Compactor Truck	\$150.00	\$150.00	\$150.00	\$160.00

* includes recycling cart

** after initial exchange within first 90 days

ATTACHMENTS

"My Resource" App Program Description

Republic Sharps Mail Back Program Description

My Resource™ App now available

Use this sheet as a guide to help communicate the benefits of the My Resource App with your customers.



The power of My Resource, in one convenient app



- Use My Resource App functions just like your website that means from a mobile device.
- View past invoices
- Receive scheduled service alerts
- Receive weather delay alerts
- Schedule a pickup
- Report a missed pickup
- Reserve container
- Browse new products
- And more

Free and easy download

Visit the App Store/Google Play Store, and search My Resource for your free download.

Exceeding our competition

While some of our competitors have an account management app, My Resource is the only one that lets you:

- View past invoices
- Receive scheduled service alerts
- Receive weather delay alerts
- View your pickup schedule

Don't forget! Encourage customers to learn more about how they can benefit their business, home and life at RepublicServices.com

HELP CUSTOMERS DOWNLOAD THE MY RESOURCE APP IN 5 EASY STEPS.



1. Open the App Store on your iPhone, iPad or iPod Touch
2. Tap Search
3. Search My Resource
4. Tap Free to start the download process
5. Tap Install to download the My Resource App



1. Open Google Play on your Android phone or tablet
2. Tap Search Icon
3. Search My Resource
4. Tap Free to start the download process
5. Tap Install to download the My Resource app



We'll handle it from here.™

Program Overview:

Republic Sharps Mail Back Program
www.RepublicSharps.com

REPUBLIC SERVICES

Home About Us Order Now Regulations FAQs How It Works

search

Republic Sharps Needle Disposal and Mail Back Service

is a leading national waste and recycling services provider and Fortune 500 company. Republic Services offers an environmental, responsible solution to managing home-generated medical waste. Be compliant and place an order with us today.

The Republic Sharps Mail Back Disposal Service is a simple, cost-effective, confidential way to dispose of used sharps and needles.

New Items

- 1 Flat Sharps Mail Back Container
Price: \$29.95
- 1 Flat Sharps Mail Back Container
Price: \$29.95
- 1 Flat Sharps Mail Back Container
Price: \$29.95

The Republic Sharps Mail Back Program provides Republic Services' customers with a safe and convenient way to dispose of approved medical sharps waste.

After customers place their container orders from our website at www.RepublicSharps.com the order is shipped in 1-2 business days, complete with all necessary return shipping packaging and labeling.

Pricing is all inclusive, so there is no need for our customers to pay additional tax or shipping costs to receive or to return their containers.



GENERAL PRICE QUOTATION SHEET

	2016	2017	2018	2019
Cart Services	Year 1	Year 2	Year 3	Year 4
35 gallon (per month) garbage and recycling carts	\$19.33 (0%)	\$19.81 (2.5%)	\$20.31 (2.5%)	\$20.82 (2.5%)
65 gallon (per month) garbage and recycling carts	\$20.49 (0%)	\$21.00 (2.5%)	\$21.53 (2.5%)	\$22.07 (2.5%)
95 gallon (per month) garbage and recycling carts	\$21.18 (0%)	\$21.71 (2.5%)	\$22.25 (2.5%)	\$22.81 (2.5%)
35 gallon (per month) garbage and recycling carts- Senior Rate (20% Discount)	\$15.44	\$15.83	\$16.22	\$16.63
Refuse/yard waste Stickers (per sticker)	\$3.00 (0%)	\$3.00 (0%)	\$3.00 (0%)	\$3.00 (0%)
Optional Yard Waste Cart Service				
35 gallon (per month during the yard waste season)	\$19.62 (0%)	\$20.31 (3.5%)	\$21.02 (3.5%)	\$21.75 (3.5%)
65 gallon (per month during the yard waste season)	\$23.00 (0%)	\$23.81 (3.5%)	\$24.64 (3.5%)	\$25.50 (3.5%)
95 gallon (per month during the yard waste season)	\$25.89 (0%)	\$26.80 (3.5%)	\$27.73 (3.5%)	\$28.70 (3.5%)
White Goods (cost per item)	\$30.00 (\$5 Inc.)	\$30.00 (\$0 Inc.)	\$30.00 (\$0 Inc.)	\$30.00 (\$0 Inc.)
Special Collection Charge (per cubic yard)	\$18.00 (\$0 Inc.)	\$19.00 (\$1 Inc.)	\$20.00 (\$1 Inc.)	\$21.00 (\$1 Inc.)
Charge to exchange carts (after initial exchange within first 90 days)	\$25.00 (\$0 Inc.)	\$25.00 (\$0 Inc.)	\$25.00 (\$0 Inc.)	\$25.00 (\$0 Inc.)
Rental of Compactor Truck (per hour)	\$150.00 (\$0 Inc.)	\$150.00 (\$0 Inc.)	\$150.00 (\$0 Inc.)	\$160.00 (\$10 Inc.)

Republic Industries/Allied Waste Operating Division DuPage Municipal Customers

<u>Municipality</u>	<u>Monthly Charges</u>	<u>Service Type</u>	<u>Yard Waste Included</u>	<u>Sticker Price</u>	<u>Rate Effective</u>	<u>Recent P1</u>	<u>Municipal Invoice o Renewal</u>	<u>Notes</u>
Addison	\$23.06	Unlimited	Yes	-	4/1/2015	3.04%	10	
Bensenville	\$23.35	Unlimited	Yes	-	1/1/2015	3.41%	5 (63 mos.)	
Bloomingtondale	\$23.18	Unlimited	No	\$2.95	3/1/2015	4.00%	8	
Burr Ridge	\$33.00	Unlimited	Yes	-	8/1/2015	3.13%	-	
Clarendon Hills	\$21.05	Unlimited	No	\$2.35	7/1/2015	2.18%	5	1 bulk item/week Included
Downers Grove	\$25.82	Cart Contents*	No	\$3.85	4/1/2015	3.6-5%	5	
Elmhurst	\$19.86	Cart Contents*	No	3.25	4/1/2015	3.75%	5	Resident is billed \$21.80/mo.
Glendale Heights	\$22.06	Unlimited	Yes	\$3.05	5/1/2015	5.30%	7	
Hinsdale	\$31.54	Cart Contents*	No	\$3.05	5/1/2014	2.75%	3	Backdoor service
Itasca	\$23.52	Unlimited	Yes	-	7/1/2014	2.50%	5	
Lisle	\$28.25	Cart Contents*	No	\$2.90/\$2.65	7/1/2014	3- 3.5%	3	
Oak Brook	\$20.92	Unlimited	No	\$3.05	1/1/2014	4.50%	5	Refuse cart- \$2.95/mo, additional
Willowbrook	\$21.18	Cart Contents*	No	\$3.00	1/1/2015	3.25%	4	1 bulk item/week included
Wood Dale	\$26.18	Unlimited	Yes	-	5/1/2015	4.50%	7	

* 95-gallon monthly charge

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT FOR SCAVENGER SERVICES WITH REPUBLIC SERVICES, INC.

NOW, THEREFORE, 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 is hereby authorized to enter into an Agreement for Scavenger Services between the Village of Willowbrook, Illinois and Republic Services, Inc., in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 26th day of October, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"

AGREEMENT FOR SCAVENGER SERVICES

THIS AGREEMENT ("Agreement"), made and entered into as of this 26th day of October, 2015, by and between the VILLAGE OF WILLOWBROOK, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and Allied Waste Services of North America LLC, doing business as Republic Services of Melrose Park//Allied Waste Services of Melrose Park, a corporation authorized to do business in the State of Illinois (hereinafter referred to as "CONTRACTOR"):

WHEREAS, the VILLAGE is authorized by statute to contract for the collection and disposal of refuse and recyclable materials; and

WHEREAS, the VILLAGE and the CONTRACTOR had entered into an Agreement for Scavenger Services on the 8th day of August 2011 that allows for an extension of up to four years; and

WHEREAS, the CONTRACTOR has submitted a proposal for an extension of the Agreement for Scavenger Services; and

WHEREAS, the VILLAGE has determined, after substantial study and negotiation that a proposal by CONTRACTOR is in the best interest of, and most favorable to the VILLAGE; and

WHEREAS, the VILLAGE has negotiated an agreement with the CONTRACTOR that is mutually acceptable to the VILLAGE and to the CONTRACTOR; and

WHEREAS, the CONTRACTOR acknowledges that this Agreement is specifically for single family residential scavenger services as defined herein, and that it is the intent of the VILLAGE to license multiple scavenger firms to collect garbage, landscape waste and recyclables from industrial, commercial, institutional and multiple family dwellings.

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. GENERAL

- A. The VILLAGE hereby grants to the CONTRACTOR the exclusive right, privilege and license to provide single family residential scavenger service within the corporate limits of the VILLAGE, beginning on January 1, 2016, until and through December 31, 2019, unless and until extended,

cancelled or terminated as otherwise provided herein. The CONTRACTOR agrees to pay the annual license fee as set forth in the Village Code. This Agreement shall not include any scavenger service other than single family residential scavenger service as defined herein.

- B. Upon the mutual written consent of both the VILLAGE and the CONTRACTOR, this Agreement may be extended beyond its term provided the agreement for the extension is made at least six (6) months prior to December 31, 2019. The Agreement may be extended for a period of no more than four (4) years from the date of expiration. All amendments and changes to the agreement shall be made in writing and shall be agreed upon by both the VILLAGE and the CONTRACTOR.
- C. The CONTRACTOR agrees to provide single family residential scavenger service within the corporate limits of the VILLAGE pursuant to the terms and conditions contained herein.
- D. The CONTRACTOR shall develop a Public Awareness Program to inform all participating Willowbrook residents of all aspects of the scavenger services program outlined in this Agreement. The Public Awareness Program shall include at a minimum the development of an informational brochure, provided at no cost to the VILLAGE, to be delivered to all program participants. The CONTRACTOR shall also supply additional copies of the informational brochure to the VILLAGE. The contents of the informational brochure shall be mutually agreed upon by the CONTRACTOR and the VILLAGE. All costs associated with production and distribution of the informational brochure including, but not limited to, typesetting, printing, and postage, shall be the responsibility of the CONTRACTOR.

Upon request by the VILLAGE, the CONTRACTOR shall provide personnel for presentations at meetings or other similar gatherings to explain and reinforce the collection program throughout the term of the Agreement.

The VILLAGE retains the right to approve all materials to be delivered by the CONTRACTOR to program participants including, but not limited to, door hangers, leaflets, fliers, etc.

The VILLAGE shall supply the CONTRACTOR with an updated list of addresses of all single family residences affected by the Agreement to be used solely by the CONTRACTOR for publications related to the Agreement and for billing customers as outlined in Article VI.

- E. For purposes of this Agreement, the following definitions shall apply:

Aluminum formed containers/wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Amnesty Day collection: A once per year collection where residents can place at the curb, in excess of their cart, an unlimited amount of properly prepared refuse and not be required to affix stickers to the excess refuse material. The CONTRACTOR and the VILLAGE shall agree upon the date of said collection.

Approved excess garbage container:

1. Garbage can: A plastic or galvanized metal can of a type commonly sold as a garbage can of capacity not less than four (4) gallons and not to exceed thirty two (32) gallons, and each such garbage can shall have two (2) handles upon sides of the can or bail by which it may be lifted and shall have a tight-fitting top. No garbage can shall exceed fifty (50) pounds in weight when filled.
2. Garbage bag: A plastic bag with a capacity not to exceed thirty three (33) gallons in size and weighing no more than fifty (50) pounds when filled.

Approved garbage container: The only approved garbage container is a CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container, or cart, with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.

Approved recyclable container: The only approved recyclable container is a thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container, or cart, with a tight-fitting top requiring a semi-automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.

Approved yard waste containers:

1. Kraft paper bags: Special biodegradable thirty (30) gallon paper bags, which shred and degrade quickly in the composting process. The bags shall not be chemically treated with toxic chemicals to inhibit bag content degradation.
2. Cart: A CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.
3. Bundles: Any material allowed under the definition of hard landscape waste, such as limbs, branches or other loose items which do not

exceed five feet (5') in length or fifty (50) pounds in weight. Each branch shall not exceed four inches (4") in diameter and the bundle shall not exceed eighteen inches (18") in total diameter. Bundles must be securely tied with biodegradable natural fiber twine.

Biodegradable natural fiber twine: Twine that is chemically structured so that it rapidly decomposes primarily through the action of living soil-borne microorganisms (crickets, slugs, sowbugs, millipedes, etc.)

Bulk Item: Any item set forth as refuse which is too large to fit into a cart. Examples include sofas, large tables and chairs, dressers, - bookcases, mattresses and box springs, other large household furniture, and large appliances, which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Cart: A CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR. Carts are the only approved refuse and recyclable containers.

Catalog: A book made from either glossy or non-glossy paper stock, which contains an itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Corrugated cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb and within the parkway area used for staging refuse, recyclables, and yard waste prior to collection thereof.

Direct mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondence.

Electronic Waste: Televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital

music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling and Reuse Act (P.L. 95-0959), as amended

Excess refuse: Any refuse that does not fit reasonably in the CONTRACTOR provided cart.

Frozen food packages: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage: Discarded materials resulting from the handling, cooking, spoilage and leftovers of foodstuffs, discarded food or food residues, and paper necessarily used for wrapping the same, and all types and kinds of waste materials from housekeeping activities, including but not limited to, ashes, metal, cans, bottles, books, glass, plastic, newspapers, boxes, cartons and small amounts of earth, rock or sod, small automobile parts and building materials, waste from residential type do-it-yourself projects, provided that all such materials are of a size sufficiently small to permit being placed in a cart, except those items which are banned from direct disposal into a landfill.

Garbage shall not include industrial wastes, waste from any manufacturing process, construction materials (other than provided in the paragraph above), broken concrete, lumber, large rocks, large automobile parts, vehicle batteries or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the VILLAGE, Unacceptable Waste or other items which are banned from direct disposal into a landfill.

Hazardous waste: includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, including future amendments thereto, and any other applicable law.

Hard landscape waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

High density polyethylene (HDPE) blow molded containers: Milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other high density polyethylene (HDPE) containers: Margarine tubs, baby wipe containers, and other similar ejection molded containers used inside the home.

Household construction and demolition debris: Waste materials from “do-it-yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Industrial wastes: Any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or other entity.

Juice boxes: Aseptic cartons consisting of high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Kraft bags: Special biodegradable thirty (30) gallon paper bags, which shred and degrade quickly in the composting process and are not chemically treated.

Kraft paper products: Mailing tubes, wrapping paper, and other similar Kraft type paper items.

Landscape waste: Hard landscape and soft landscape

LDPE: Low density polyethylene.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed papers: Stationery, direct mail, various office paper such as computer paper, notebook paper, typing paper, letterhead, index cards, file folders, envelopes, greeting cards, flyers, post-it notes, and other similar paper products.

Polyethylene terephthalate (PET) blow molded containers: Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

Other polyethylene terephthalate (PET) containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Properly prepared excess refuse: Excess refuse in an approved excess refuse container to which a refuse/yard waste sticker is affixed.

Properly prepared yard waste: Yard waste in an approved yard waste container to which a refuse/yard waste sticker is affixed.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream.

Recyclable materials shall include aluminum cans and foil, tin/steel/bi-metal cans, formed steel and aluminum containers, empty aerosol cans, empty metal paint cans and lids, colored and clear glass bottles, plastics #1-5 and #7 bottles and other rigid containers, newspaper, magazines, catalogs, telephone directories, paper bags, Kraft Paper Products, corrugated cardboard, chipboard, paperboard, Mixed Paper, wet strength carrier stock, Direct Mail, aseptic packaging, gable top containers, six pack rings, and any other items the VILLAGE and the CONTRACTOR agree to recycle in the future.

Recycling: The use, collection, and remanufacture or secondary materials as feedstock for the production of new materials or products.

Refuse: Household garbage, household construction and demolition debris, white goods, and bulk materials.

Refuse/yard waste sticker: A special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the CONTRACTOR to local retailers and the VILLAGE for sale to the public wherein the purchase price includes the CONTRACTOR'S total collection, processing and sale/disposal costs for yard waste and excess refuse.

Single family residence: A free-standing, detached, single family dwelling unit.

Single family residential scavenger service: The collection or disposal of refuse from single family residences.

Single stream recycling: The process in which all recyclable material is commingled into a single container, left at the curb to be collected by one truck and separated at the recyclable processing facility.

Soft landscape waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Steel aerosol cans: A hard, strong, durable container comprised of malleable alloys of iron and carbon encasing a gaseous suspension of fine solid or liquid particles. Any aerosol can set out for recycling must be empty.

Telephone directories: A book consisting of a cover made from one grade of paper and pages made from newsprint type grade paper on which names, addresses, and telephone numbers, advertisements, basic information and other information are printed.

Unacceptable Waste: Any Special Waste, Electronic Waste, Hazardous Waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or listed or characteristic hazardous Waste as defined by federal, state, local law or otherwise regulated waste, vehicle batteries and vehicle tires.

Special Waste: Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;
- (h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);
- (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and
- (j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture

when refrigerated or frozen: i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste and soft landscape waste.

II. SERVICE AND RATES

A. Garbage Collection

1. The CONTRACTOR shall provide regular collection service once each week to each single family residence. Service shall be scheduled in various parts of the VILLAGE as set forth in "EXHIBIT B."

The CONTRACTOR shall collect and transport to an Illinois Environmental Protection Agency (IEPA), an Indiana Department of Environmental Management (IDEM) or a Wisconsin Department of Natural Resources (WDNR) permitted site all properly prepared refuse covered under this Agreement

2. The CONTRACTOR shall not be responsible for pick up of loose garbage deposited by residents, unless a special pickup is ordered. However, the CONTRACTOR shall be responsible for the pickup of loose garbage, recyclables and yard waste which may have been caused by negligence on the part of the CONTRACTOR to provide or properly service a container or collect bulk items.

In addition, the CONTRACTOR is responsible for completely emptying all containers and returning them to the parkway in a neat and orderly fashion. Furthermore, empty containers shall be returned to an upright position and grouped. The CONTRACTOR understands and agrees that the foregoing is a material term of this Agreement, and an important service delivery standard for the VILLAGE. The CONTRACTOR may, however, reject any Unacceptable Waste found in the course of collection.

3. The CONTRACTOR'S employees shall provide collection services to the VILLAGE'S residents with as little noise,

disturbance, and disruption as possible and shall not litter premises while in the process of making collections, or otherwise allow waste to blow, fall or spill from any vehicle used for collections. All containers shall be replaced immediately after emptying. The CONTRACTOR'S employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front or side yards or flower beds to adjoining premises, without the permission of the owner.

4. Garbage shall be collected in carts issued by the CONTRACTOR. Each single family residence shall be provided with two carts, one for garbage, and the other for recyclables. The CONTRACTOR shall be responsible for providing replacement carts. The CONTRACTOR shall provide each single family residence a choice between thirty-five (35) gallon, sixty-five (65) gallon, or ninety-five (95) gallon carts. If a single family residence does not make a selection that residence shall receive sixty-five (65) gallon carts.

Every residence shall be entitled to one (1) exchange of their current carts for different sized carts at no charge from the CONTRACTOR within thirty (30) days of their delivery. After thirty (30) days all residents shall be charged \$25.00 per exchange of carts.

Every single family residence within the VILLAGE that is governed by this Agreement is required to have a set of carts provided by the CONTRACTOR. No other containers are approved for the disposal of garbage or recyclables, except 'Properly prepared excess refuse' placed in an "Approved excess garbage container" as found in Section I (E) 8 of this Agreement.

The VILLAGE reserves the right to approve the type, color and appearance of the garbage and recycling carts.

5. The cost to the residents for each thirty-five (35) gallon cart used for garbage shall not exceed \$19.33 per month until December 31, 2016, \$19.81 per month until December 31, 2017, \$20.31 per month until December 31, 2018 and \$20.82 per month until December 31, 2019.

The cost to the residents for each sixty-five (65) gallon cart used for garbage shall not exceed \$20.49 per month until December 31, 2016, \$21.00 per month until December 31, 2017, \$21.53 per month until December 31, 2018 and \$22.07 per month until December 31, 2019.

The cost to the residents for each ninety-five (95) gallon cart used for garbage shall not exceed \$21.18 per month until December 31, 2016, \$21.71 per month until December 31, 2017, \$22.25 per month until December 31, 2018 and \$22.81 per month until December 31, 2019.

6. The cost for residents in households headed by individuals 65 years old or older for each thirty-five (35) gallon cart used for garbage shall not exceed \$15.44 per month until December 31, 2016, \$15.83 per month until December 31, 2017, \$16.22 per month until December 31, 2018 and \$16.63 per month until December 31, 2019. To verify eligibility, the CONTRACTOR may require that the resident provide a copy of a driver's license or other state issued documentation.
7. Residents shall be allowed to place properly prepared bulk items for collection at the curb and shall not be required to sticker or be billed for the first bulk item. Each additional bulk item shall require one (1) refuse/yard waste sticker affixed thereto for collection.

The cost to residents of each refuse/yard waste sticker shall not exceed \$3.00 per sticker until December 31, 2019.

It is understood that stickers purchased by residents under the previous agreement and/or the previous year shall be honored by the CONTRACTOR throughout the entire term of this Agreement for the disposal of yard waste, bulk items, and excess garbage.

Local retailers and the VILLAGE shall sell the stickers to residents at the prices listed above. The CONTRACTOR shall be the sole distributor of stickers.

The CONTRACTOR shall be responsible for the printing of the stickers, which shall be designed to be of a "one-time use" variety.

8. Residents shall be allowed to place properly prepared excess garbage that does not fit reasonably in a cart at the curb for collection. Each "approved excess garbage container" must have one (1) refuse/yard waste sticker affixed thereto for collection.
9. The CONTRACTOR shall be responsible for pickup of properly prepared bulk items, properly prepared excess garbage and white goods, on the same date as garbage collection.

10. All other solid waste material not otherwise provided for herein shall be collected and disposed of in unlimited quantity as a special pick-up. Such items shall include small auto parts (excluding tires and batteries), large amounts of building materials (including, without limitation, lumber, structural steel, concrete, bricks and stone), pianos and such other bulky items that require more than one person to handle. Special pickup service shall be provided to single family residences at the request of the resident. The CONTRACTOR shall provide a telephone number at which it can be contacted regarding such special pickup, with the price defined in "EXHIBIT A" and the container size and pickup frequency to be determined by the CONTRACTOR and resident. Special pick-up service shall be provided after the resident and the CONTRACTOR have agreed to the terms, conditions, and time of the service. Residents may also contract with other licensed commercial haulers within the VILLAGE.
11. Unless specified otherwise by a resident, collection shall take place at the curbside.
12. Collection shall only occur between 7:00 a.m. and 5:00 p.m.
13. The CONTRACTOR shall furnish all scavenger services offered hereunder free of charge to all public buildings and park facilities under control of the VILLAGE during the term of this Agreement and during any extension of the term of this Agreement.
14. The CONTRACTOR shall provide scavenger services in emergencies as determined and declared by the VILLAGE to alleviate threats to public health, safety and welfare at a reasonable price mutually agreed upon by the VILLAGE and CONTRACTOR.
15. The CONTRACTOR shall provide scavenger services free of charge in conjunction with various community events conducted partially or fully on public property. Notwithstanding the foregoing, the CONTRACTOR shall be responsible for providing scavenger services for no more than six (6) events per year.
16. The CONTRACTOR shall prepare and submit to the VILLAGE a monthly report accurately detailing:
 - a. The total weight of garbage collected and disposed of and the facility to which it was transported; and

- b. The total weight of recyclables collected and disposed of and the facility to which it was transported; and
 - c. The total weight of landscape waste collected and disposed of and the facility to which it was transported; and
 - d. A comprehensive list of all complaints received and resolution of said complaints; and
 - e. Other data reasonably requested by the VILLAGE.
17. The CONTRACTOR shall provide at no cost to the residents or VILLAGE an annual "Amnesty Day" collection. The date and design of the collection shall be at the discretion of the VILLAGE. During the "Amnesty Day", residents governed by this Agreement shall be permitted to place material at the curb without the need for refuse/yard waste stickers. No material excluded under this Agreement shall be collected in conjunction with the "Amnesty Day".
18. In the event the VILLAGE should request the use of equipment from CONTRACTOR, the price shall be defined in "EXHIBIT A".

THE CONTRACTOR shall furnish residents with a program for the disposal of Medical Sharps (as defined by Illinois law). Upon request of a resident, Medical Sharps disposal service shall be provided to single family residences at uniform rates. Residents may also contract with other companies for the disposal of medical sharps.

B. Recycling Collection

1. The CONTRACTOR shall collect properly prepared recyclables from each single family residence.
2. Recyclables shall be collected once each week at the curb of each single family residence on the same day as garbage collection from said single family residence.
3. Recyclables shall be collected in carts issued by the CONTRACTOR. Each single family residence shall be provided with a recycling cart by the CONTRACTOR at no additional charge to the resident or VILLAGE. The size of the recycling cart shall be the same size as the garbage cart unless otherwise requested by the resident.

4. All recyclables shall be collected, separated and processed to facilitate the sale of recyclables to remanufacturers for post-consumer use. No materials collected as recyclables shall be deposited at a landfill or waste incinerator. CONTRACTOR will not be held liable for any claims under this section arising out of recyclable materials that are contaminated with other waste material.
5. The CONTRACTOR shall be responsible for preparing and submitting to the VILLAGE a monthly report detailing monthly tonnage collected and other information as may be requested by the VILLAGE at the VILLAGE'S sole discretion.

C. Yard Waste Collection

1. Once each week during the yard waste collection season and coinciding with garbage collection, the CONTRACTOR shall collect from each single family residence all properly prepared yard waste. The yard waste collection season shall be April 1 to December 31 of each year during the term of this Agreement. The VILLAGE and the CONTRACTOR may mutually agree in writing to alter this yard waste collection season. No one branch or brush bundle shall exceed four feet (4') in length by two feet (2') in diameter, nor exceed fifty (50) pounds.
2. The price of each authorized refuse/yard waste sticker is outlined in A.7 and "EXHIBIT A".
3. Seasonal collection reports shall be furnished to the VILLAGE documenting the volume and tonnage of landscape waste collected.
4. Christmas trees left at the curbside through the third week of January of each year during the term of the Agreement, shall be collected at no cost to the resident or VILLAGE.

D. Unused sticker reimbursement: Upon cancellation, termination, or expiration of this Agreement, the CONTRACTOR shall, within sixty (60) days, reimburse the VILLAGE for the value of unused refuse/yard waste stickers returned to the VILLAGE within thirty (30) days of expiration of the Agreement. The requirements of this Subsection D shall survive, and shall be binding on and enforceable against the CONTRACTOR after the cancellation, termination, or expiration of this Agreement.

E. Fuel Adjustment: In the event that the average cost of diesel fuel for a period beginning August 1st and ending October 30th exceeds four and 47/100 dollars (\$4.47) per gallon (hereinafter referred to as "Fuel Threshold") after

January 1, 2016, (hereinafter referred to as the “Fuel Expense Increase”), the Contractor may, at any time after the verification of said fuel Expense Increase, provide the Village with a written request for an increase in the monthly charges for collection, removal and disposal of municipal waste, recyclables and yard waste imposed hereunder (hereinafter the ‘Fuel Request’) effective on January 1st. Any such Fuel Request shall be in writing and shall provide, in detail, the following information:

- (1) The calculations relative to the price per gallon of diesel fuel during the period of August 1st through October 30th;
- (2) The calculations demonstrating how the Fuel Expense Increase impacts the cost of the services y the Contractor hereunder; and
- (3) The proposed revised month charges and sticker price as a result of the Fuel Expense Increase provided, however, that if the parties are unable to reach an agreement as to the amount of any increase then either party may cancel the Agreement upon 120 days notice to the other party.

Within thirty (30) days of the receipt of any such Fuel Request, the Village and the Contractor shall meet to discuss the Fuel Request and determine what revisions, if any, should be made to the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the “Fuel Increase”), shall be mutually agreed upon, which the Village agrees to exercise in a reasonable manner.

The Fuel Threshold shall be adjusted annually. For the August to October 2017 measurement period, the Fuel Threshold is \$4.58 per gallon. For the August through October 2018 period the Fuel Threshold is \$4.70 per gallon.

In the event that the average cost of diesel fuel, during the period beginning August 1st and ending October 30th immediately following a fuel increase is less than the Fuel Threshold, the monthly charges shall be adjusted to eliminate the Fuel Increase on the following January 1st.

III. COLLECTION

- A. The CONTRACTOR hereby acknowledges that certain holidays may fall upon those days otherwise designated for the collection of garbage, yard waste, and recyclables. In such an event, collection shall be delayed one (1) day during holiday weeks when a recognized holiday falls on a regular collection day. Recognized holidays are: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. Any material placed for collection, which is not properly prepared or consistent with the guidelines set forth herein, shall not be collected. A self-adhesive “sorry note” is to be placed on the material stating the reason

the material was not collected. The date, address, and reason that the “sorry note” was issued shall, at the VILLAGE’s request, be reported to the VILLAGE. The CONTRACTOR shall provide “sorry notes” at its own cost.

The CONTRACTOR shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, to handle inquiries and complaints connected with garbage, recycling and yard waste collections. The CONTRACTOR shall also make available a software application that can be accessed through smartphones or web browsers for inquiries and complaints at no cost for customers with billing accounts. All complaints shall receive prompt and courteous attention from the CONTRACTOR. Complaints alleging missed collections shall be investigated promptly and, if verified, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours of complaint.

- C. All complaints received by the CONTRACTOR and pertaining to the performance of this Agreement shall be given prompt and courteous attention. Any complaint received by the VILLAGE shall be faxed or otherwise transmitted to the CONTRACTOR. Upon request of the VILLAGE, the CONTRACTOR shall provide the VILLAGE with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

Where any dispute arises between a customer and the CONTRACTOR, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Agreement or the like, the CONTRACTOR agrees that in the specific instance collection shall be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the VILLAGE so that the CONTRACTOR and the VILLAGE resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes or disagreements between customers and the CONTRACTOR’S employees, and to permit disputes/disagreements to be handled by mutual discussion between the CONTRACTOR and the VILLAGE.

If a missed pick-up is reported by the VILLAGE or a customer to the CONTRACTOR, the CONTRACTOR shall collect the garbage, recyclable material or landscape waste from such customer within one (1) business day of notification. All complaints other than missed pick-ups shall be resolved to the satisfaction of VILLAGE within two (2) business days. Upon request, the CONTRACTOR shall provide monthly written reports to the VILLAGE regarding the status of service calls or complaints, and shall maintain a daily log of such calls or complaints

received, which record shall be open to the VILLAGE for inspection and copying at any reasonable time.

The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the VILLAGE, or failure of the CONTRACTOR to carry out any of its contractual obligations such as but not limited to rude treatment, messy pick-ups, damage to persons or property and early start-up may be due cause for the VILLAGE to terminate this Agreement after CONTRACTOR has been provided with due notice, an opportunity to be heard and a cure period of at least five (5) business days

The CONTRACTOR shall have the right to notify any customer of noncompliance with the applicable VILLAGE Code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The CONTRACTOR shall report any continuance of any such noncompliance to the VILLAGE.

- D. Services provided by the CONTRACTOR shall be performed at all times in a good, workman-like manner. The CONTRACTOR shall not damage any public or private property, real or personal. In the event of any accident involving persons or property within the VILLAGE, the CONTRACTOR shall immediately notify the VILLAGE and shall provide the VILLAGE with the date, time, location and general description of the accident.
- E. The CONTRACTOR shall furnish capable employees for use in the crews of the CONTRACTOR performing the services specified in this Agreement. The CONTRACTOR shall prohibit all drinking of alcoholic beverages and uses of controlled substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Agreement.

In the event that any of the CONTRACTOR'S employees is deemed by the VILLAGE to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or abusive or obnoxious behavior, the CONTRACTOR shall immediately remove such employee from work within the VILLAGE and replace him with a suitable and competent employee at no expense to the VILLAGE.

- F. Any and all refuse, yard waste or recycling carts reported by residents to be malfunctioning or in disrepair, damaged by the CONTRACTOR, or that show significant wear from regular handling shall be repaired or replaced at the expense of the CONTRACTOR within five (5) business days. Any and all resident owned garbage or yard waste containers that

are damaged by the CONTRACTOR shall be repaired or replaced at the expense of the CONTRACTOR within five (5) business days.

- G. In furnishing single family residential scavenger services, the CONTRACTOR agrees to adhere to all Federal, State and Local laws, regulations and ordinances pertaining to refuse haulers.

IV. EQUIPMENT

- A. Any motor vehicle owned, leased or operated by the CONTRACTOR during the course of performing this Agreement which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the VILLAGE shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or the CONTRACTOR shall provide and utilize an observer to signal that it is safe to back up.

The CONTRACTOR shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor to maintain a completely adequate service. All equipment used by the CONTRACTOR shall be painted with no rust showing on cab, chassis or body. All refuse shall be hauled and collected in exclusively modern, neat, enclosed, non-leakable, rear, front or side loading packer-type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for refuse and yard waste into the vehicle's collecting body will be exposed only for the time actually required to deposit the materials as collected along the route. Equipment used for special pick-up service may be open body trucks, dump trucks and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste materials occurs by providing a suitable covering. The CONTRACTOR shall keep all equipment used in the performance of its work in a clean, sanitary and quiet operating condition. All vehicles used for collection, including smaller collection vehicles necessary on narrow streets and alleys, shall at all times be provided with a broom and shovel for use by the CONTRACTOR'S personnel.

Equipment used in the collection of refuse shall be properly licensed by the State of Illinois and conform to all Federal and State equipment safety standards.

- B. The CONTRACTOR shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with the Village of Willowbrook Village Code.

V. DISPOSITION OF MATERIALS

- A. The CONTRACTOR shall have available for use throughout the term of this Agreement an Illinois Environmental Protection Agency (IEPA), an Indiana Department of Environmental Management (IDEM), or Wisconsin Department of Natural Resources (WDNR) permitted site for the ultimate disposal of all refuse collected under this Agreement unless otherwise directed by the VILLAGE to dispose of the waste in a particular site or location.
- B. All garbage, landscape waste and recyclable material shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) located outside the VILLAGE and at the CONTRACTOR'S sole expense.
- C. The CONTRACTOR hereby warrants that sufficient sites for the disposal of refuse will be available to the CONTRACTOR during the full term of this Agreement and any renewal thereof.
- D. All landscape waste shall be disposed of at a lawfully operated landscape waste composting facility. Said facility may treat, compost, ground or land apply said landscape waste. Said facility shall not be located within the corporate limits of the VILLAGE. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1).

VI. BILLING AND COLLECTION

- A. The CONTRACTOR will be solely responsible for printing and distributing refuse/yard waste stickers to the VILLAGE and local retailers as hereinbefore set forth. The monthly charge for cart service shall be billed by the CONTRACTOR directly to the resident on a quarterly basis.
- B. The CONTRACTOR shall collect and include on each quarterly bill a minimum surcharge of \$2.16 per customer to fund the annual brush collection program. All collected surcharges shall be remitted at no charge to the VILLAGE within ninety (90) days after the due date of the quarterly bill. The VILLAGE reserves the right to change the amount of the surcharge when necessary.
- C. For the term of this Agreement, the CONTRACTOR shall pay all charges due for the CONTRACTOR'S disposal of garbage at the stipulated facility. At no time shall the VILLAGE be required to pay for actual

disposal charges. The CONTRACTOR will be responsible for any lawful interest, penalties or late payment charge assessed as a result of the CONTRACTOR'S failure to make timely payment as set forth above.

D. Residents of the VILLAGE may choose to subscribe to a yard waste season cart service in place of the yard waste sticker service. For single family residences selecting this optional service:

1. The CONTRACTOR shall provide the single family residence with a choice of a thirty-five (35), sixty-five (65), or ninety-five (95) gallon cart used solely for yard waste.
2. The cost to the residents for each thirty-five (35) gallon cart used for yard waste shall not exceed \$19.62 per month until December 31, 2016, \$20.31 per month until December 31, 2017, \$21.02 per month until December 31, 2018 and \$21.75 per month until December 31, 2019. The cost to the residents for each sixty-five (65) gallon cart used for yard waste shall not exceed \$23.00 per month until December 31, 2016, \$23.81 per month until December 31, 2017, \$24.64 per month until December 31, 2018 and \$25.50 per month until December 31, 2019. The cost to the residents for each ninety-five (95) gallon cart used for yard waste shall not exceed \$25.89 per month until December 31, 2016, \$26.80 per month until December 31, 2017, \$27.73 per month until December 31, 2018 and \$28.70 per month until December 31, 2019. The customer will be billed by the CONTRACTOR only for the months during the yard waste collection season as explained in Article II.C.1.

VII. VIOLATIONS REGARDING SERVICE/EQUIPMENT – FINES

The VILLAGE expects high quality service to be provided to VILLAGE residents. In the event the CONTRACTOR violates any of the following standards, the Village Administrator may assess fines against the CONTRACTOR in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by the VILLAGE – seventy-five and no/100ths dollars (\$75.00) fine for each instance and for each day the violation continues. If the spill is cleaned up by the VILLAGE, the fine shall be seventy-five and no/100ths dollars (\$75.00) plus the cost of cleanup.
- B. Early start fine of seventy-five and no/100ths dollars (\$75.00) per route, per day will be assessed for each instance of pick-up prior to 7:00 A.M. reported to the VILLAGE.

- C. Failure to make a required pick-up – seventy-five and no/100ths dollars (\$75.00) will be assessed for failure to make a required pick-up which is not remedied within two (2) business days of receipt of complaint. An additional seventy-five and no/100ths dollars (\$75.00) will be assessed for each day thereafter during which the pick-up is not effectuated.

The assessment of fines is to insure the quality of services provided and shall not be deemed to be a waiver or release of any other remedy the VILLAGE may be entitled to under law. The assessment of fines shall be made by the Village Administrator. The Village Administrator shall assess fines once each month and notify the CONTRACTOR. The notice shall contain the following information:

1. Date of each violation
2. Approximate location of each violation
3. Nature of each violation
4. Fine being assessed
5. Total fine for the month

The CONTRACTOR shall have thirty (30) days to pay to the VILLAGE any fines assessed. In the event the CONTRACTOR fails to pay any fines assessed within said time period, or, in the event of an appeal by the CONTRACTOR, after a decision by the Mayor and Board of Trustees (in the form of a written ordinance approved by the same in accordance with the Willowbrook Village Code and the laws of the State of Illinois), the VILLAGE shall have the right to draw on the performance bond provided for in this Agreement for the amount of any unpaid fines. The Village Administrator's decision in assessing any fine shall be final unless the CONTRACTOR appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Mayor and Board of Trustees. The Mayor and Board of Trustees shall consider such appeal at a regular or specially called meeting at which time the CONTRACTOR shall have an opportunity to present its side of the case. The decision of the Mayor and Board of Trustees regarding any such appeal shall be final.

VIII. OTHER CONSIDERATIONS

- A. The CONTRACTOR shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements.
1. The CONTRACTOR shall maintain any and all ledgers, books of account, receipts, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements for a minimum period of three (3) years after the termination of this Agreement, or for any longer period required by law.

2. The CONTRACTOR shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
 3. The CONTRACTOR'S records or documents shall be made available for inspection or audit, at any time, during regular business hours, upon advance written request by a VILLAGE representative to ensure compliance with the provisions of this Agreement. The records shall be available to the VILLAGE representatives at the CONTRACTOR'S address indicated for receipt of notices in this Agreement.
- B. The CONTRACTOR shall furnish an irrevocable performance bond in the amount of three hundred twenty five thousand and No/100 dollars (\$325,000) to be renewed annually for the faithful performance of this Agreement.
- C. Failure of the CONTRACTOR to Perform:
1. All terms and conditions of the Agreement are considered material and failure to perform any of said terms or conditions on the part of the CONTRACTOR shall be considered a breach of this Agreement. Should the CONTRACTOR fail to perform any such terms or conditions, the VILLAGE shall have the right to terminate this Agreement after five (5) days' written notice to the CONTRACTOR of the violation of the Agreement and failure of the CONTRACTOR to remedy the violation within said time to the satisfaction of the VILLAGE. In addition to any and all equitable legal remedies available to the VILLAGE in the event of a breach of this Agreement by the CONTRACTOR, the VILLAGE shall have the right to draw upon the performance bond described in this Agreement. The remedies provided to the VILLAGE herein shall be cumulative and not exclusive. No waiver by the VILLAGE of a default by the CONTRACTOR under this Agreement shall be construed as a waiver by the VILLAGE of any subsequent default or failure to perform on the part of the CONTRACTOR.
 2. In the event of a failure by the CONTRACTOR to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the VILLAGE, at their sole option and by any means, may cause such materials to be properly disposed of or otherwise handled or processed. Any and all expenses incurred by the VILLAGE may be charged against the CONTRACTOR and the performance bond furnished by the CONTRACTOR. Expenses incurred by the VILLAGE shall also include any previously purchased, but unused refuse/yard waste stickers in the possession of the general public and retail outlets. In addition, the VILLAGE may immediately

terminate this Agreement as per the terms of the above section and may elect, in their sole discretion, to seek any available legal remedy.

The CONTRACTOR shall not be in breach of this Agreement whenever it fails to provide any service required under this Agreement, if such failure is caused by events or occurrences of a nature commonly known as “force majeure” or acts of God or strikes beyond the CONTRACTOR’S control.

D. Insurance:

1. During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance limits:
 - a. Workers’ Compensation Insurance as prescribed by the laws of the State of Illinois.
 - b. Employers’ Liability Insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence.
 - c. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general and aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000
 - d. Commercial Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.
 - e. Umbrella Excess Liability insurance with a limit of not less than five million dollars (\$5,000,000) for bodily injury, property damage, and personal injury per occurrence.
2. The CONTRACTOR shall furnish a certificate of insurance annually, verifying the existence of the aforementioned coverages. Further, the VILLAGE shall be named as additional insured parties on each said policy except Worker’s Compensation for any liability arising out of the CONTRACTOR’S work in a form subject to the review and approval by the VILLAGE at their sole discretion. Each certificate shall also bear an endorsement precluding the cancellation of coverage without giving the VILLAGE at least thirty (30) days prior notice thereof in writing. For purposes of this Agreement, “arising out of the CONTRACTOR’S work” shall mean:
 - a. Liability the VILLAGE may incur for which the VILLAGE is indemnified under Article VIII.D.3 below; and/or

- b. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.
3. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and save the VILLAGE and its officers, agents and employees, harmless from and against any and all suits, actions or claims of any kind or character, including expenses, attorneys' fees and costs, brought because of any injuries or damages received or sustained by any person, persons, including employees, agents or invitees of the VILLAGE, or property arising by reason of or as a result of, this Agreement or the performance or nonperformance of the CONTRACTOR hereunder or by reason of any act or omission of the CONTRACTOR, or its officers, agents, employees or subcontractors. The CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees, from any and all liability, losses, damages, expenses and lawsuits, including workers' compensation claims, attorneys' fees and costs of defense, that the VILLAGE may suffer, incur or become liable for on account of:
 1. The negligence or intentional acts or omissions of the CONTRACTOR, its employees, agents or assigns.
 2. Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by any person.
 3. Any action in law or equity brought by any party under Federal or State law in an effort to set aside this Agreement.
 4. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend, and pay any charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the VILLAGE, their agents, officials and employees.
 5. The CONTRACTOR agrees that in the event a judgment should be entered against the VILLAGE as a result of the negligence and omissions herein above described, the CONTRACTOR shall immediately satisfy same including, but without limitation on the foregoing, all costs and interest in connection therewith.
 6. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required of this CONTRACTOR, or otherwise provided by this CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save

harmless and defend the VILLAGE, their agents, officials and employees as hereinabove provided.

E. Federal, State and Local regulations; taxes; permits; licenses:

1. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
2. The VILLAGE has adopted an ordinance governing the prevailing rate of wages paid for work in DuPage County as determined by the Illinois Department of Labor. All labor performed under the provision of this Agreement shall comply with the Illinois Prevailing Wage Act.
3. The VILLAGE is exempt from State and Local sales, excise and use taxes. Rates shall include all applicable taxes.
4. Rates shall include the cost of permits, licenses and all other certifications required by Federal, State and Local laws, regulations and ordinances.
5. The rates and charges set forth in this Agreement are subject to adjustment in accordance with this section in the event of a "Change of Law." For purposes of this Agreement, the term "Change of Law" shall mean a change in a current federal, State of Illinois, or local law, statute, ordinance or regulation or a new federal, State of Illinois, or local law, statute, ordinance or regulation that affects the Contractor's manner of performance or cost of providing services. In the event of Change of Law, the Contractor shall provide a detailed written notice to the Village of the Change in Law, the manner in which the Change of Law affects the costs of services, the magnitude of the effect of the Change of Law on the cost of services, and the Contractor's proposal in response to that effect. Within thirty (30) days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the Change of Law and determine what change, if any, is necessary and appropriate to the rates and charges in this Contract and the timing and method of implementing any such change. The Village may request any documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

F. Subcontracting and assignment: the CONTRACTOR shall not subcontract out or assign single family residential scavenger service and/or this Agreement to a subcontractor or an assignee without prior written consent of the VILLAGE and said consent may be withheld at the VILLAGE'S sole discretion; provided however that CONTRACTOR may assign this Agreement, without consent, to an affiliate of the CONTRACTOR.

G. Title to refuse, recyclables, yard waste and other materials set out for collection shall transfer to the CONTRACTOR when the aforementioned items are placed in the CONTRACTOR'S vehicles. When the

CONTRACTOR transports those materials to a processing, disposal or other site (collectively "Disposal Site"), title shall pass to the operator of that Disposal Site. Title to and liability for Unacceptable Waste shall at no time pass to the Contractor and shall remain with the generator of such waste. If the Disposal Site is paid for taking the materials that cost paid to the Disposal Site shall be paid solely by the CONTRACTOR. If money is paid to the CONTRACTOR for the material, the CONTRACTOR shall keep the proceeds and shall give an accounting to the VILLAGE, on their request for internal purposes only.

IX. MISCELLANEOUS

- A. The CONTRACTOR agrees to comply at all times with all applicable laws, ordinances, rules and regulations of the VILLAGE, the County of DuPage and the State of Illinois, and the United States Government and any agencies thereof. The CONTRACTOR agrees to comply with applicable Local, State and Federal laws and requirements concerning equal employment opportunities.

In the event of the CONTRACTOR'S noncompliance with any provision of the Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the CONTRACTOR is declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- B. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement. The CONTRACTOR also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of, or the carrying out of this Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- C. The CONTRACTOR is free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in this Agreement. Such private scavenging or hauling shall not be construed as falling within the terms of this Agreement, and if the CONTRACTOR

engages in such activities, it specifically relieves the VILLAGE of all liability associated with such activities.

- D. The CONTRACTOR shall obtain and pay for all licenses and permits. The CONTRACTOR shall pay all Federal, State and local taxes, including sales tax, social security, workers' compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.
- E. No assignment of this Agreement, either voluntarily or involuntarily or by process of law, or any right or obligation accruing under this Agreement shall be made in whole or in part by the CONTRACTOR without the prior written consent of the VILLAGE; provided however that CONTRACTOR may assign this Agreement, without consent to an affiliate of the CONTRACTOR or in connection with the sale of the CONTRACTOR's business. In the event of any assignment, the assignee shall assume the liability of the CONTRACTOR. This Agreement shall not be or come under the control of creditors, or a trustee or trustees of the CONTRACTOR in case of bankruptcy, or insolvency of the CONTRACTOR, but shall be subject to termination as provided herein.
- F. Neither the CONTRACTOR nor its employees shall request or accept any gratuities from any person, firms, or corporation for services required to be performed under this Agreement provided that where customers desire special service over and above that provided by the VILLAGE Code and this Agreement, they may make such arrangement as they so desire and make any payment therefore to the CONTRACTOR'S office.
- G. It is expressly agreed and understood that the CONTRACTOR is in all respects an independent contractor, notwithstanding in certain respects the CONTRACTOR is required to follow the directions of designated the VILLAGE officials, and that the CONTRACTOR is in no respect an agent, servant or employee of the VILLAGE. This Agreement specifies the work to be done by the CONTRACTOR, but the method to be employed to accomplish this work is the responsibility of the CONTRACTOR, unless otherwise provided in this Agreement.
- H. The CONTRACTOR shall furnish the Village Administrator with every reasonable opportunity for ascertaining whether or not the work as performed is in accord with the requirements of this Agreement. The Village Administrator may appoint qualified persons to inspect the CONTRACTOR'S operations, records, and equipment at any reasonable time and the CONTRACTOR shall admit authorized representatives of the VILLAGE to make such inspections at any reasonable time and place.

- I. It is expressly agreed that in no event shall the VILLAGE be liable or responsible to the CONTRACTOR or any other person on account of stoppages or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the CONTRACTOR, or from or by account of any delay from any cause whatsoever over which the VILLAGE does not exercise control.
- J. Should a strike occur which lasts more than three (3) calendar days, the VILLAGE shall be permitted to institute such procedures to collect and dispose of the refuse, landscape waste and recyclable material to be collected pursuant to this Agreement as the VILLAGE deems necessary, and may draw on the performance bond to pay for the costs of such procedures.
- K. If the CONTRACTOR shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted against the CONTRACTOR, or if proceedings in bankruptcy shall be instituted by the CONTRACTOR or if the CONTRACTOR shall be adjudged bankrupt or a receiver of any property of the CONTRACTOR shall be appointed in any suit or proceedings brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of the creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of the VILLAGE, immediately cease, determine and be forfeited and canceled. The CONTRACTOR shall list the VILLAGE as a creditor in any bankruptcy filing.
- L. The CONTRACTOR and the VILLAGE agree that venue for any action, whether in law or equity, arising out of this Agreement, shall exclusively be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
- M. This Agreement is governed by the law of the State of Illinois.
- N. All amendments to this Agreement must be in writing and signed by the parties hereto.
- O. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

Notices to the VILLAGE shall be addressed to, and delivered at, each of the following addresses:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attention: Village Administrator

Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

Allied Waste Services of North America, LLC.
5050 W. Lake Street
Melrose Park, Illinois 60160
Attention: General Manager

By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee for all future notices to such party.

- S. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- T. The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or enforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- U. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore, and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefore.
- V. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it had adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors, and the Village has executed this Agreement with its corporate seal affixed thereto, by its Mayor and Village Clerk acting pursuant to authority granted by the Mayor and Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF WILLOWBROOK

Allied Waste Services of North America, LLC

By: _____
Frank A. Trilla
Mayor

By: _____

Its: _____

Attest: _____
Leroy R. Hansen
Village Clerk

Attest: _____

Its: _____

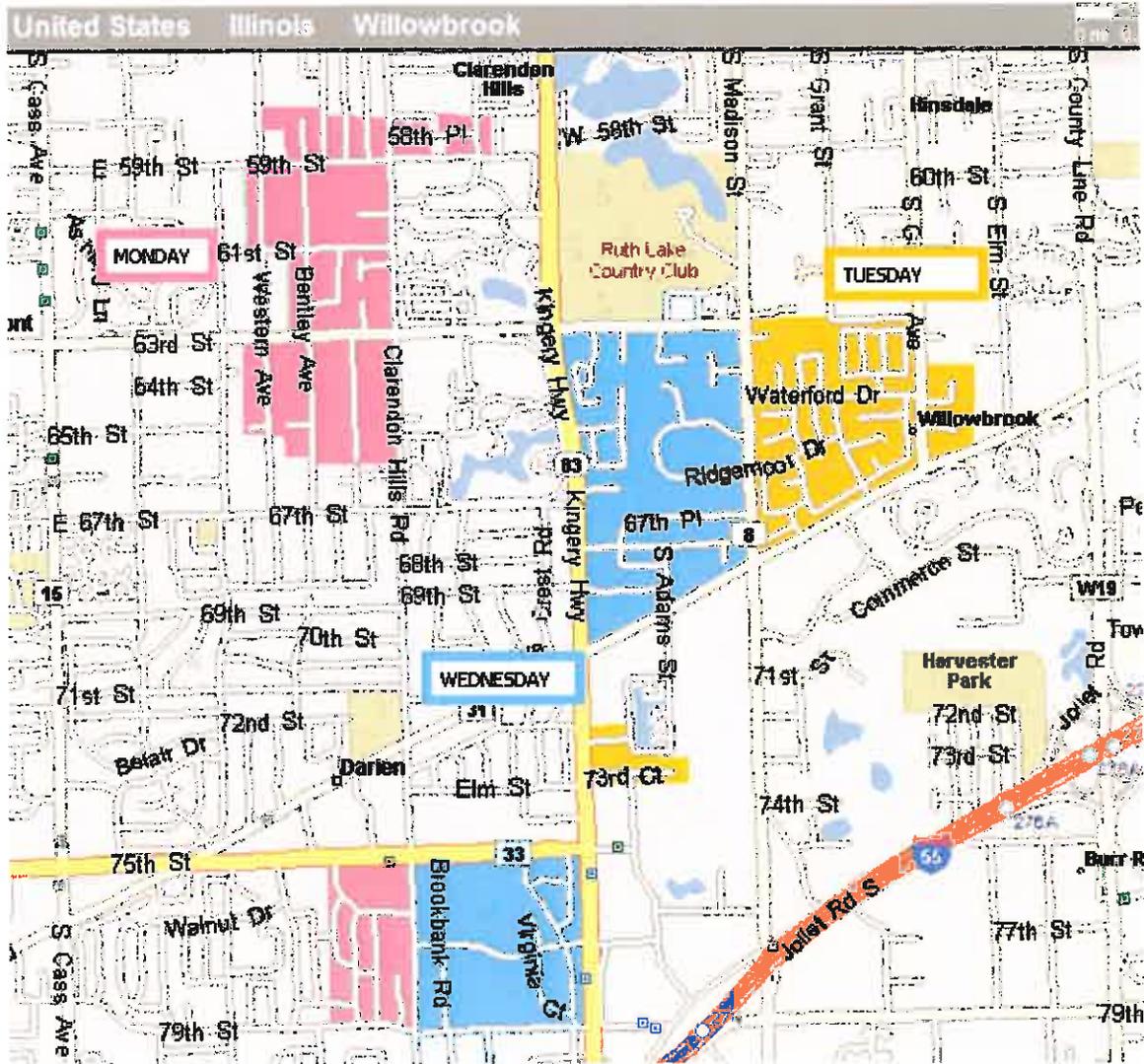
**EXHIBIT A
GENERAL PRICE QUOTATION SHEET**

Cart Services*	Year 1	Year 2	Year 3	Year 4
35 gallon (per month) garbage cart	\$19.33	\$19.81	\$20.31	\$20.82
65 gallon(per month) garbage cart	\$20.49	\$21.00	\$21.53	\$22.07
95 gallon (per month) garbage cart	\$21.18	\$21.71	\$22.25	\$22.81
35 gallon (per month) garbage cart-Senior rate	\$15.44	\$15.83	\$16.22	\$16.63
Refuse/yard waste Sticker (per sticker)	\$3.00	\$3.00	\$3.00	\$3.00
Optional Yard Waste Cart Service				
35 gallon cart (per month during yard waste season)	\$19.62	\$20.31	\$21.02	\$21.75
65 gallon cart(per month during yard waste season)	\$23.00	\$23.81	\$24.64	\$25.50
95 gallon cart (per month during yard waste season)	\$25.89	\$26.80	\$27.73	\$28.70
White Goods (cost per item)	\$30.00	\$30.00	\$30.00	\$30.00
Special Collection Charge (per cubic yard)	\$18.00	\$19.00	\$20.00	\$21.00
Charge to exchange carts **	\$25.00	\$25.00	\$25.00	\$25.00
Rental of Compactor Truck	\$150.00	\$150.00	\$150.00	\$160.00

* includes recycling cart

** after initial exchange within first 90 days

EXHIBIT B SERVICE SCHEDULE



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Frank A. Trilla, Mayor of the Village of Willowbrook and Leroy Hansen, Village Clerk of said Village, whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk, as custodian of the corporate seal of said Village, then and there did affix the corporate seal of said Village to said instrument, as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2015

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, General Manager of Allied Waste Services of North America, LLC., and _____, Comptroller of its Melrose Park, Illinois division, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Manager and Comptroller, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said General Manager, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2015

Notary Public

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;">ITEM TITLE:</p> <p>A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO COMPLETE A LANDSCAPE RESTORATION PROJECT, 67TH STREET WATER TANK SITE – HINSDALE NURSERIES</p>	<p>AGENDA NO. 8</p> <p>AGENDA DATE: <u>10/26/15</u></p>
--	---

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

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

The FY 2015/16 budget includes the blasting and re-coating of the Village’s 67th Street elevated water tank. This tank is located on property previously purchased by the Village within the Lake Hinsdale Village development. At its regular meeting on May 26, 2015, the Village Board awarded a contract to Era Valdivia Contractors, Inc. to complete the project for the amount of \$358,600. Work commenced in early August and, since that time, has been substantially completed.

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

The blasting of the interior and exterior of the tank required full containment in accordance with IEPA requirements. This included a large shroud which was installed at the base of the tank and hoisted around the tank from the ground. The installation of this shroud required that all landscaping located near the base of the tank be removed. Prior to clearing this landscaping, staff met with representatives from the Lake Hinsdale Village Homeowners Association to determine the extent of removal of existing plantings, including all base shrubs and various existing ornamental and non-deciduous species. The Lake Hinsdale Village Homeowners Association was advised that the Village would work with them upon completion of the project to re-install removed landscaping to their satisfaction.

On September 25, 2015, LHV representatives, staff, and a Project Director from Hinsdale Nurseries met at the tank location to determine the scope of landscape restoration required. After review it was agreed that shrubs previously located around the base of the tank should be reinstalled along with creating a continuous non-deciduous landscape screen south of the tank to block the view of vehicles on 67th Street. Attached is a copy of the Landscape Restoration Plan as prepared by Hinsdale Nurseries. Also attached is the proposal from Hinsdale Nurseries to complete the project in the amount of \$8,841.70, which includes a \$1,560.30 professional discount. The authorized payment amount would be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 15/16 BUDGET</u>
Water	02-50-430-299	Landscape – Other	\$4,000.00

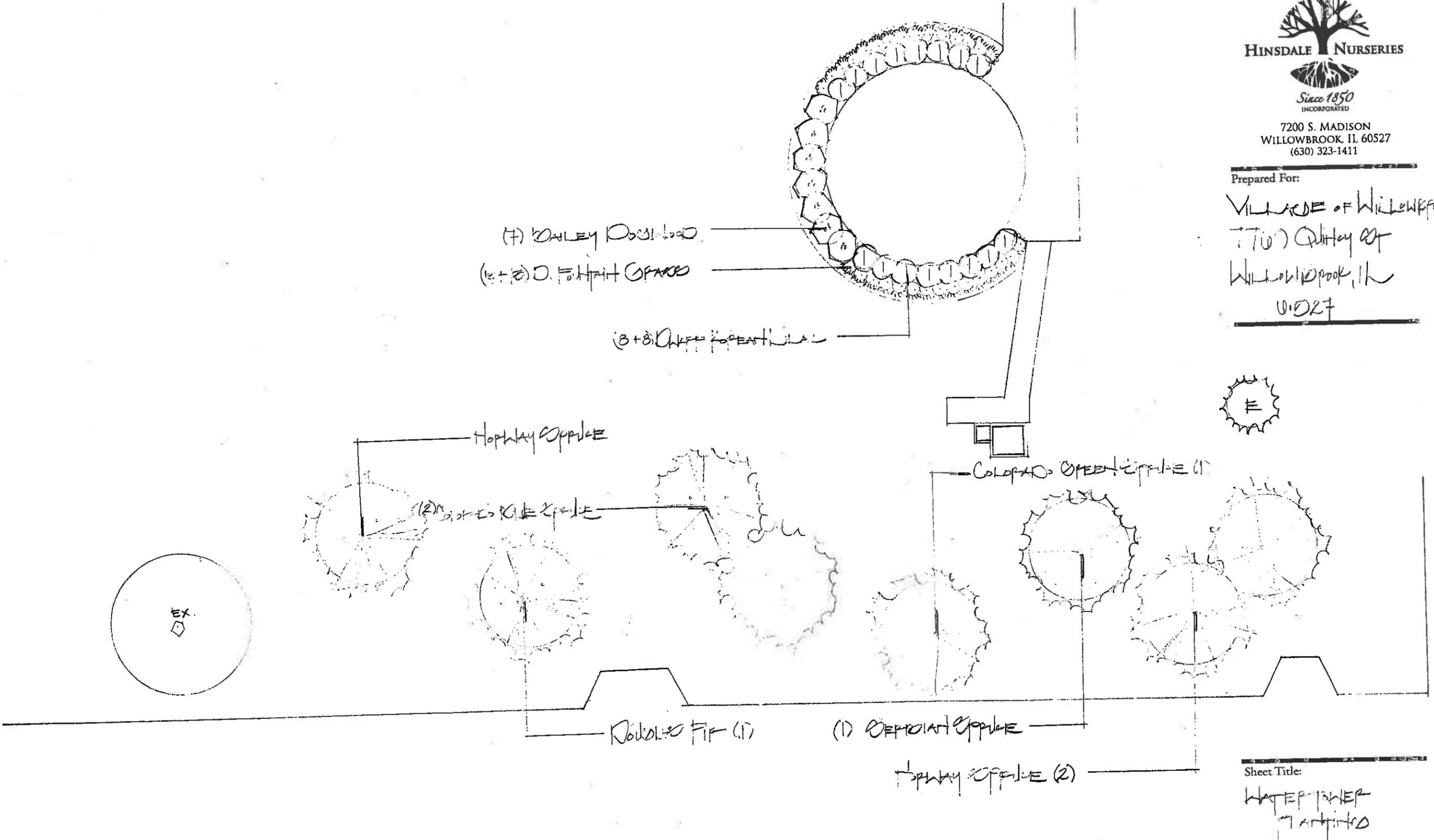
ACTION PROPOSED:
Adopt Resolution.



7200 S. MADISON
WILLOWBROOK, IL 60527
(630) 323-1411

Prepared For:

VILLAGE OF WILLOWBROOK
7700 Quincey Ct
WILLOWBROOK, IL
6027



R
S

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO COMPLETE A LANDSCAPE RESTORATION PROJECT, 67TH STREET WATER TANK SITE – HINSDALE NURSERIES.

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 Hinsdale Nurseries Incorporated to complete a Landscape Restoration Project at the Village's 67th Street water tank site 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 26th day of October, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

HINSDALE NURSERIES INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Exhibit "A"

Proposal Page 1

Customer Copy

Date: 10/13/2015
Type: Landscape
Order No: 1768797
Contact: Michael DiCristina
Phone: 630-323-1411
mdicristina@hinsdalenurseries.com

Client Phone: 630-323-8215

Client:

WILLOWBROOK VILLAGE OF
7760 QUINCY STREET
WILLOWBROOK IL 60527

Deliver To / Job Site:

Special Instructions:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
09/16/2015		Net 30 Days	Use tax		Pick Up

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
-----	-----	---------	------------	--------------	----	----	----

We propose to furnish, deliver, install, and warrant per our plans and specifications the following:

EVERGREEN SCREENING

2	Ea	6.00ft	NORWAY SPRUCE				
1	Ea	6.00ft	SERBIAN SPRUCE				
2	Ea	7.00ft	COLORADO BLUE SPRUCE				
1	Ea	7.00ft	COLORADO GREEN SPRUCE				
1	Ea	6.00ft	DOUGLAS FIR				
1	Ea	7.00ft	NORWAY SPRUCE				
1	Ea		NOTE				

All tree removals and stump grinding done by others.

Sub-Total: \$5797.50

FOUNDATION PLANTINGS

250	Sq Ft		MACHINE SOIL PREPARATION				
16	Ea	#5 POT	DWARF KOREAN LILAC				
30	Ea	#3 POT	DWARF FOUNTAIN GRASS				
7	Ea	#5 POT	BAILEY RED DOGWOOD				
1	Ea		NOTE				

All removals, grading, and sod done by others.

Sub-Total: \$4604.50

Products Amt	\$10402.00
Discounts	-\$1560.30
Sub-Total	\$8841.70
Sales Tax	\$0.00
Invoice Total	\$8841.70



HINSDALE NURSERIES INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Proposal Page 2

Customer Copy

Date: 10/13/2015
Type: Landscape
Order No: 1768797
Contact: Michael DiCristina
Phone: 630-323-1411
mdicristina@hinsdalenurseries.com

Client Phone: 630-323-8215

Client:

WILLOWBROOK VILLAGE OF
7760 QUINCY STREET
WILLOWBROOK IL 60527

Deliver To / Job Site:

Special Instructions:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
09/16/2015		Net 30 Days	Use tax		Pick Up

Respectfully submitted:
Hinsdale Nurseries, Inc.

 10/13/2015

Sales Representative Date

Client Date

Accept: The above prices and specifications are hereby accepted.
Hinsdale Nurseries, Inc. is authorized to do the work as specified. Payment will be made as outlined herein.
Terms: 30% deposit is required with authorization to schedule work. Balance of contract will be invoiced and due upon completion. A 1.5% per month finance charge will be added on all amounts unpaid after 30 days from date of invoice.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

DISCUSSION - Proposal to Accept Online Payments – Official Payments Corporation

AGENDA NO.

9

AGENDA DATE: 10/26/2015

STAFF REVIEW: Carrie Dittman, Director of Finance

SIGNATURE:



LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:



RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:



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

As part of the implementation process of the new financial software (BS & A), the Village has evaluated what changes, if any, to make in the current cash receipting process. The Village does not currently accept online bill payments, which many citizens have requested. The Village has reviewed information from four (4) credit card processing agencies (Point & Pay, Official Payments, CourtMoney.Com & Illinois E-Pay) that would enable the Village to add online bill pay to its current forms of payment acceptance. In addition, the Village could choose to accept electronic checks (e-checks) online as well. A breakdown of the fees by vendor is attached.

The benefits to adding online bill pay include: allowing customers to pay their bills 24/7 in a secure manner from any computer; freeing up staff time that is currently spent taking payments in person and over the phone; potentially adding an additional form of payment (e-checks); and potentially decreasing the service fees paid by the Village to our current credit card company. In addition, two of the companies integrate directly with the BS & A software, which means that payments would automatically be applied at time of payment (rather than staff manually applying each payment after the fact as is currently done).

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

At the 10/12/2015 Finance & Administration Committee meeting, the Committee discussed the current procedures and pros/cons to the four vendors. Two key discussion items were 1) what forms of payment should be accepted, and 2) who should pay the fees (Village or customer).

Official Payments is one of the two companies that directly integrates with the new software, and their fee structure is less than the other companies. The credit/debit fee if the Village absorbs the fee is \$1.95 per transaction. If the fee is passed on to the customer, the fee for credit cards is \$3.95 per transaction and debit cards is \$1.95 per transaction. The fee for electronic checks is \$1.00 per transaction regardless of who pays it.

The draft contract, attached, has been reviewed by the Village Attorney and recommended changes are pending review by Official Payments. The contract may be further modified dependent on the Village's preferred payment types and the manner in which fees are imposed.

ACTION PROPOSED: Determine final payment acceptance terms to be included in final contract.

CREDIT CARD FEE ANALYSIS

* Staff recommendation

Example Charge: Water Bill									
\$	50.00	\$	100.00	\$	200.00	\$	300.00	\$	400.00

Current (Village absorbs fee)
Average per transaction fee: \$ 10.94 (average of all card types over past 12 months)

Cost If Village Absorbs fee (VISA/MC/Discover)

Official Pay Fees - (credit/debit)	\$ 1.95	\$	1.95	\$	1.95	\$	1.95	\$	1.95	\$	1.95
Point & Pay Fees - (credit/debit)	LO	\$	1.10	\$	2.20	\$	4.40	\$	6.60	\$	8.80
	HI	\$	1.95	\$	3.90	\$	7.80	\$	11.70	\$	15.60
Court Money Fees	not an option										
IL E-Pay fees	not an option										

Cost to Customer if Customer pays fee

Official Pay Fees - credit	\$	3.95	\$	3.95	\$	3.95	\$	3.95	\$	3.95	\$	3.95
Official Pay Fees - debit	\$	1.95	\$	1.95	\$	1.95	\$	1.95	\$	1.95	\$	1.95
Point & Pay Fees - (credit/debit)	\$	2.00	\$	3.00	\$	6.00	\$	9.00	\$	12.00	\$	12.00
Court Money Fees - (credit)	\$	2.00	\$	4.00	\$	8.00	\$	12.00	\$	16.00	\$	16.00
IL E-Pay fees - (credit/debit)	\$	1.18	\$	2.35	\$	4.70	\$	7.05	\$	9.40	\$	9.40

E-Check Fees

Official Pay Fees - E-check (whether fee passed or not)	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
Point & Pay Fees - E-check - Village pays	\$	0.65	\$	0.65	\$	0.65	\$	0.65	\$	0.65	\$	0.65
Point & Pay Fees - E-check - user pays	\$	3.00	\$	3.00	\$	3.00	\$	3.00	\$	3.00	\$	3.00
Court Money Fees -	not an option											
IL E-Pay fees - e-check (user pays)	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00

*



OFFICIAL PAYMENTS SERVICES AGREEMENT

THIS OFFICIAL PAYMENTS SERVICES AGREEMENT (this "Agreement") is entered into by Official Payments Corporation, a Delaware corporation ("Official Payments") and **Village of Willowbrook, IL** ("Client"). Client agrees to engage Official Payments, and Official Payments agrees to accept such engagement by Client, to perform the services (each a "Service" and collectively the "Services") in accordance with: (i) the Standard Terms and Conditions attached hereto as Schedule A, (ii) the Service Schedule for the Services selected which is attached hereto as Schedule B ("Service Schedule"), and (iii) the Fee Schedule which is attached hereto as Schedule C ("Fee Schedule"). Client will be provided with the Services as described in the attached Service Schedule on the terms set forth in Schedule A and in consideration of the fees set forth in the Fee Schedule. This Agreement is effective as of the date signed by Official Payments in the signature block below ("Effective Date").

Each party acknowledges that it has read and fully understands this Agreement and, by having its authorized representative sign below, agrees to its terms. This Agreement may be executed in counterparts, each of which shall be considered an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

OFFICIAL PAYMENTS CORPORATION

CLIENT: Village of Willowbrook

By: _____

By: _____

Name: **Eric Labiak**

Name:

Title: **SVP Sales**

Title:

Date:

Date:

Address: **705 Westech Drive
Norcross, Georgia 30092**

Address:

Email: **mbox-opay-clientservices@aciworldwide.com**

Email:

Telephone: **404-923-3500**

Telephone:

Fax: **404-923-6727**

Fax:

SCHEDULE A — TERMS AND CONDITIONS

These Terms and Conditions, together with the Signature Page, its attachments, exhibits, appendices, schedules, and/or Change Orders (collectively, this "Agreement"), are made and entered into by and between Official Payments and Client as of the Effective Date.

AGREEMENT

1. DEFINITIONS.

"*Absorbed Fee*" means the transaction fee, where applicable, charged to Client by Official Payments for a Customer making payment by use of the Services. The Absorbed Fees are set forth in Exhibit C, Fee Schedule.

"*ACH*" means the Automated Clearing House.

"*Change Order*" means the Change Order as defined in Section 14.2 below.

"*Client Designated Account*" means the credit/debit account(s) established and maintained by Client at an ACH receiving depository institution reasonably acceptable to Official Payments. Client Designated Account is further described in Section 4.2.

"*Client Marks*" means Client's logo, trademarks and other service marks.

"*Customer*" means the person, business or entity that initiates and makes payment through a Payment Transaction.

"*Delivered*" or "*Delivery*" means the date upon which Services are ready for testing by Customer.

"*NACHA*" means the National Automated Clearing House Association.

"*Official Payments Marks*" means Official Payments' logo, trademarks and other service marks.

"*Official Payments System*" means Official Payments' and its Suppliers' electronic payment processing system, including, without limitation, its technology, hardware, software and equipment.

"*Payment Transaction*" means an electronic payment transaction initiated by a Customer and processed by Official Payments and/or its Suppliers under this Agreement.

"*Production Use*" means any use of the Services resulting in actual data being processed in a live production environment.

"*Service*" or "*Services*" means the payment processing service or services selected on Service Schedule, as amended from time to time by written Change Order.

"*Service Fee*" means the transaction fee charged to a Customer by Official Payments for the convenience of Customer making payments by use of the Services. The Service Fees are set forth in Exhibit C, Fee Schedule.

"*Signature Page*" means the Signature Page with the signature of each party as entered into by and between Official Payments and Client, as of the Effective Date, whereby Official Payments has been engaged by Client to provide the Services.

"*Suppliers*" means Official Payments authorized vendors including, but not limited to, ACH processor(s).

2. PROVISION OF SERVICES. Official Payments will provide the Services in accordance with the Service Schedule(s) and Change Orders.

3. CLIENT OBLIGATIONS. With respect to each Service:

3.1 Client will take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the Official Payments System by Client, Client employees and agents, and Customers. Official Payments may, but will not be required to, assign to Client one or more identification numbers or passwords for Client's use in obtaining the Services. Once such identification

number(s) or password(s) have been delivered to Client by Official Payments, the use and confidentiality of such numbers and/or passwords will be the sole responsibility of Client.

3.2 Other than as provided in the Service Schedule(s), Client will not impose any surcharge or penalty on any of the Services.

3.3 If Client requests a customized reporting format, Client will provide Official Payments with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require Official Payments' prior written approval, and may result in the imposition of a fee by Official Payments to Client.

3.4 Client will not require, as a condition to initiating a Payment Transaction, that a Customer agree in any way to waive such Customer's rights to dispute the transaction with their banking institution for legitimate reasons.

3.5 Subject to Section 8, Client shall undertake reasonable efforts to market and promote the Services. Such marketing and promotion of the Services by Client will include publishing the relevant URL for the Official Payments website and relevant telephone number (as applicable) on all relevant marketing materials. Client will obtain Official Payments' prior consent for the use of any promotional or marketing materials that reference the Services or Official Payments, except as to the pre-approved marketing materials provided by Official Payments. Client agrees to incorporate all reasonable changes requested by Official Payments into any of the marketing materials it utilizes to ensure (i) the correct usage of the Official Payments trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.

3.6 Client will be solely responsible, at its own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the Official Payments System.

3.7 If requested by Official Payments, Client will execute, and deliver to Official Payments, ACH authorization agreement(s), in the format provided by Official Payments, to authorize electronic credits/debits to/from the Client Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions contemplated by this Agreement.

3.8 Client will fully adhere to the rules, regulations and operating procedures of a credit card association with respect to a particular Service, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to a Service, Client will enter into any applicable merchant credit card agreements.

3.9 Client shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to Official Payments if requested by a regulator, law enforcement officials, or judicial process.

4. FEES, TAXES, AND PAYMENTS.

4.1. Fees, Taxes and Payments. For each Service provided, Client and/or Customer, as designated on the Fee Schedule, will pay Official Payments fees for Services without set-off or deduction in accordance with the fees and charges set forth on the Fee Schedule. Except as otherwise specifically set forth on the Fee Schedule, fees owed by Client will be calculated on a monthly basis and will be debited from the Client Designated Account monthly in arrears by Official Payments or its Suppliers. Fees are subject to change by Official Payments upon delivery of a Change Order as described in Section 14.2 below. In the event that Official Payments incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law, an association regulation or other third party during the Term of this Agreement, Official Payments may pass through such charges with ten (10) days prior notice. During the Term of this Agreement, and for ninety (90) days thereafter, Official Payments (or its Suppliers) are authorized by Client to debit from the Client Designated Account, any fees and other amounts owed by Client under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), ACH debits that overdraw the Client Designated Account, and any other fines or liabilities incurred by Client. Official Payments may obtain and review Client's credit report solely related to the Services hereunder.

4.2 Client Designated Account. Prior to any Payment Transaction, Client will establish a Client Designated Account and will provide Official Payments with the electronic record specifications and permissions necessary for funds settlement. Client will maintain such account during the Term of this Agreement and for at least ninety (90) days after expiration or termination for any reason. Client agrees to maintain sufficient funds in the Client Designated Account to satisfy all fees and other obligations of Client. Client authorizes Official Payments, its assignee or its Suppliers to debit via ACH transfer, the Client Designated Account for any such amounts Client owes Official Payments. If the amount in the Client Designated Account does not contain sufficient funds to cover fees and obligations of Client, Client agrees to pay Official Payments the amount it owes under this Agreement upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, ~~including, without limitation, reasonable attorneys' fees.~~ **excluding attorney's fees.**

4.3 Review of Reports, Charges and Invoices. Client agrees that it shall review all reports, charges and invoices prepared by Official Payments and made available to Client. Client expressly agrees that Client's failure to reject any such report, charge or invoice within thirty (30) days from the date the report, charge, or invoice was made available to Client, shall constitute Client's acceptance of such report, charge, or invoice. In the event Client believes that any report, charge or invoice is in error, or Official Payments has failed in any way to provide the Services, Client agrees to provide Official Payments with written notice, specifically detailing any alleged failure, within 30 days of the date of the report, charge or invoice being made available to Client.

5. **SUSPENSION; RESTRICTIONS.** Official Payments may immediately suspend the Services or withhold Services or individual Payment Transactions in the event: (i) Official Payments has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation, the NACHA rules and regulations or the rules and regulations of a credit card association, (iii) of a significant increase in Official Payments' and/or its Suppliers' cost of providing the Services, (iv) performance is delayed, impaired or rendered impossible as a result of a cause beyond Official Payments' or its Suppliers' control, (v) of breach of the terms of this Agreement by Client, its employees, or representatives, (vi) the financial status or credit quality of Client is substantially diminished in the reasonable discretion of Official Payments, or (vii) of non-payment of fees or other charges when they become due. In the event that Official Payments suspends the Services under this Section 5, ~~in its reasonable discretion,~~ **14 days written** Official Payments will provide Client with notice and opportunity to cure the act or situation giving rise to the suspension. In the event of a suspension under this Section 5, Official Payments may require Client to establish a reserve account or institute other mutually agreed restrictions prior to Official Payments restoring Services. Official Payments will have no liability for any suspension in accordance with the terms of this Section 5. Additionally, the availability and use of specific types of credit cards, debit cards and other payment options for Payment Transactions is determined by Official Payments in accordance with Official Payments' relationships with card associations, and the applicable rules, regulations and laws, and Official Payments may terminate or suspend the use of any such card(s) or payment options at any time, in its sole discretion, without prior notice. **for cause,**

6. **TERM AND TERMINATION.** **one (1) year**

6.1. Term. This Agreement will be effective on the Effective Date and thereafter will continue for a period of ~~two (2) years~~ (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one year periods (each a "Renewal Term"), unless either party provides written notification to the other party of its decision not to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then current Renewal Term (the Initial Term, collectively with any Renewal Term(s), constitutes the "Term").

6.2. Termination.

6.2.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice detailing the breach; (ii) becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, a receiver, trustee, liquidator or similar agent or officer is appointed for that party, or a party makes an assignment for the benefit of

creditors, or admits its inability to pay its debts as they become due; or (iii) commits any act related to the Services with the intent to defraud the other party.

6.2.2 **Termination by Official Payments.** Official Payments may terminate this Agreement at any time upon written notice to the Client in the event the provision of the Services hereunder is determined by Official Payments, in its sole discretion, to violate any law, statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any law, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by Official Payments.

7. ACCOUNT MONITORING; SECURITY. Official Payments and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity, provided, that in no event does Official Payments assume any responsibility to discover any breach of Client's security or misuse of the Services. Client and Official Payments will immediately notify the other if either discovers any breach of security or misuse of the Service(s). Official Payments will have the right, at Official Payments' sole cost, to inspect Client's operation, system and web site to verify Client's compliance with its security obligations under this Agreement. Client will be responsible for failure to use reasonable security precautions and for any fraud committed by its employees, representatives or Customers.

8. INTELLECTUAL PROPERTY. In order that Client may promote the Services and Official Payments' role in providing the Services during the Term, Official Payments grants to Client a revocable, non-exclusive, non-transferable, royalty-free license to use Official Payments' Marks for such purpose only, in a form as approved by Official Payments. Client does not, and will not, have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, Official Payments Marks, service mark, trade name, trade dress, formula, Official Payments System, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, interactive voice response or the Official Payments website scripts) or other intellectual property right of Official Payments (collectively "Official Payments Intellectual Property"). All such Official Payments Intellectual Property, and all rights, title and interests therein (other than the license rights expressly granted in this Agreement) are owned exclusively by Official Payments. Client's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Agreement, (b) immediately, in the event of any breach of this section by Client, or (c) immediately, upon notice by Official Payments to the Client. Client will not utilize any Official Payments Intellectual Property in any manner that would diminish its value or harm the reputation of Official Payments. Client agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by Official Payments. All use of the Official Payments Marks will inure to the sole benefit of Official Payments. In connection with the provision of the Services, Client grants to Official Payments a revocable, non-exclusive, non-transferable, royalty-free license to use Client Marks. Official Payments' license will terminate upon the termination or expiration of this Agreement.

9. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

9.1 Each party will comply with all applicable federal and state laws, the rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of NACHA, the credit card association rules and regulations, Payment Card Industry Standards ("PCI") , and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Official Payments and its Suppliers may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by Client, and Client agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to Client, unless earlier or immediate compliance is (i) required by law or regulation, (ii) determined by Official Payments, in its reasonable discretion, to be necessary, or (iii) otherwise agreed upon in writing by the parties.

9.2 PCI: PCI provides a set of requirements established by the Payment Card Industry to enhance cardholder data security and facilitate the adoption of consistent data security measures to protect cardholder and transaction data. These requirements apply to all entities involved in payment card

processing and transactions including Payment Card Industry members, merchants, processors, acquirers, issuers, vendors and service providers as well as other entities that store, process, or transmit cardholder data. The PCI Security Standards Council (<https://www.pcisecuritystandards.org>) is responsible for the development, management, education, and awareness of the PCI Standard, including the:

- Data Security Standard (PCI DSS)
- Payment Application Data Security Standard (PA-DSS)
- PIN Transaction Security (PTS) requirements

PCI requirements apply to all systems that store, process or transmit cardholder data as defined by PCI Security Standards.

9.3 Client compliance with PCI: Client and their vendors are responsible for compliance with all PCI requirements as defined by PCI Security Standards. Client shall ensure that all systems that store, process or transmit cardholder data managed internally or by a vendor meet the PCI requirements.

10. WARRANTY AND DISCLAIMER.

10.1 Warranty. Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Client will provide to Official Payments the forms that are necessary, as determined by Official Payments, to set up the Services within ten (10) days of full execution of this Agreement. Client represents and warrants to Official Payments that all information provided in such forms is current, correct and complete. Client agrees to notify Official Payments in writing of any changes to such Client information within ten (10) days of such change.

10.2. Disclaimer. Client acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays and losses, including, without limitation, inadvertent loss or errors. Official Payments and its Suppliers do not, and cannot, control the flow of data to or from the Official Payments System, which depends in large part on the Internet and third parties, including, without limitation, connectivity/access providers. ACCORDINGLY, NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE, OR VIRUS FREE, AND OFFICIAL PAYMENTS AND ITS SUPPLIERS DISCLAIM LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND OFFICIAL PAYMENTS, ITS AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NON-INTERFERENCE, TITLE, OR NON-INFRINGEMENT.

11. INDEMNIFICATION.

11.1 Indemnification of Official Payments. Client will indemnify, defend, and hold harmless Official Payments, and its officers, employees, directors, agents, affiliates and shareholders, in their individual capacities or otherwise, from and against any and all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including, without limitation, reasonable attorney's fees (collectively, "Losses") asserted by a third party that result from, relate to, arise out of, or are incurred in connection with: (i) Client's gross negligence or willful misconduct resulting in personal injury or property damage; (ii) Client's misuse of the Service or the Official Payments System; (iii) inaccurate or incomplete Client data or Customer data collected by Client; (iv) Client's failure to comply with applicable laws; (v) Client's failure to comply with any of the terms of this Agreement, inclusive of all fees, fines, assessments, penalties, or loss allocations assessed by card companies, networks, telecommunication companies, or other third parties resulting from such failure; or (vi) any

excluding

claim of libel, violation of privacy rights, unfair competition, misappropriation of trade secrets, or infringement of patents, trademarks, copyrights, or other intellectual property.

11.2 **Indemnification of Client.** Official Payments will indemnify, defend and hold harmless Client, and its officers, employees, directors, agents and shareholders, in their individual capacities or otherwise, from and against any and all Losses asserted by a third party that result from, relate to, arise out of, or are incurred in connection with: (i) Official Payments' ~~gross~~ negligence or willful misconduct resulting in personal injury or property damage; (ii) Official Payments' failure to comply with laws applicable to Official Payments as a provider of a Service; or (iii) a claim that a Service infringes a registered U.S trademark or copyright. However, Official Payments will not be liable for (and Client will indemnify Official Payments against) any infringement claim that results, in whole or in part, from: (a) Client's use of a Service in a manner or for a purpose not specifically described in the applicable Service Schedule, or (b) Client's products or services; or (c) Client's failure to implement corrections or changes provided by Official Payments. If a claim has been asserted that the Service infringes a registered U.S. trademark or copyright, or in Official Payments' opinion such a claim is about to be asserted, Official Payments may, at its option either: (1) procure for Client the right to continue using the Service; (2) replace or modify the Service so that it becomes non-infringing; or (3) terminate the applicable Service.

11.3 **Contingencies to Indemnification.** The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim, provided, however, that the indemnifying party may not settle a claim, accept liability or incur obligations on behalf of the other party without the other party's written consent, which will not be unreasonably withheld or delayed; or (iii) the indemnified party reasonably cooperating during defense and settlement efforts at its own expense. Notice will be considered prompt so long as there is no material prejudice to the indemnifying party.

12. **LIMITATION OF LIABILITY.** NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS, DATA OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY OR UNDER STATUTE), EVEN IF OFFICIAL PAYMENTS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. OFFICIAL PAYMENTS' TOTAL AGGREGATE LIABILITY FOR DAMAGES FOR ANY ACTION RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED WILL IN NO EVENT EXCEED THE AMOUNT OF THE FEES PAID TO OFFICIAL PAYMENTS IN CONNECTION WITH THE PARTICULAR TRANSACTION FOR THE SPECIFIC SERVICE GIVING RISE TO DAMAGES HEREUNDER. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success, sufficiency or effectiveness of other remedies. Client acknowledges that without its agreement to the limitations contained herein, Official Payments would be compensated differently, and would charge Client increased fees for the Services.

13. **CONFIDENTIALITY.** Each party that receives confidential information (as "Receiving Party") will treat information received from the other (as "Disclosing Party") (verbally, electronically, visually, or in a written or other tangible form) that (i) is designated as "confidential" at or prior to disclosure, or (ii) should be reasonably understood to be confidential or proprietary ("Confidential Information") as strictly confidential. Official Payments designates information relating to the Services and the terms of this Agreement as its Confidential Information. Non-public financial information that is personally identifiable to a Customer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") is designated as Confidential Information.

Each party will: (i) restrict disclosure of the other party's Confidential Information to only its own employees and agents solely on a "need to know" basis in accordance with the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) require agents to protect and restrict the use of the other party's Confidential Information; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance but in any event at least commercially reasonable care; (v) establish procedural, physical and electronic

safeguards, designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify the other party of any unauthorized possession or use of the other party's Confidential Information as soon as possible after learning of that unauthorized use or possession. Official Payments will promptly notify Client and, if requested by Client, each of its affected Customers, of any incident that has resulted or is likely to result in the misuse of NPI, and will comply with all laws regarding NPI that are applicable to it and the Services it provides.

Except as expressly provided for in this Agreement, Confidential Information will remain the property of the party from or through whom it was received. Except for NPI, neither party will be obligated to preserve the confidentiality of any information that: (a) Receiving Party can demonstrate was rightfully known by Receiving Party prior to disclosure by Disclosing Party; (b) is a matter of public knowledge without Receiving Party's violation of these terms; (c) Receiving Party can demonstrate was or is independently developed by Receiving Party without use of Disclosing Party's confidential information; (d) is released for disclosure to Receiving Party with written consent of Discloser; or (e) properly came into the possession of Receiving Party from a third party that has the right to disclose it without an obligation of confidentiality. Disclosure of Confidential Information will be permitted if it is: (1) required by law; (2) in connection with the tax treatment or tax structure of the Agreement; or (3) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order and further provided that such disclosure is limited to the minimum extent required by law as determined by an attorney. Upon termination of a Service Schedule, each party will destroy the other party's Confidential Information relating to that Service Schedule in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party, except as otherwise required by law.

14. GENERAL PROVISIONS.

14.1 Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder will be given in writing and will be delivered personally, by nationally recognized overnight courier, by facsimile or by e-mail to the applicable address shown on the Signature Page. Such notice, regardless of the manner delivered, will be deemed to have been delivered the next business day after delivery to the applicable address set forth on the Signature Page. Additionally, a second copy of any notice to Official Payments shall be addressed to the General Counsel at the same address. Any party may change its address for notice hereunder by providing notice to all other parties as provided herein. Each party agrees that any notice delivered by email is hereby deemed to be notice delivered "in writing" and, for notices containing requests for new services, agreements to receive new services, and other offers or acceptances regarding modifications to this Agreement, such email constitutes such party's "electronic signature" to such writing (provided that such email is sent by an authorized representative of such party).

14.2 Modifications. This Agreement may not be amended except by a writing executed by authorized representatives of both parties, or by a Change Order issued by Official Payments as set forth in this Section 14.2. From time to time Official Payments may issue a written modification to this Agreement ("Change Order"), which Change Order may be (i) in response to a request for new Services by Client; or (ii) may contain an offer by Official Payments of new Services by Official Payments, a price change, or other modification to this Agreement. Such Change Orders will be delivered and responded to in the manner set forth in Section 14.1. Each such Change Order issued pursuant to subsection (i) of this Section 14.2 will be effective immediately upon issuance or such other mutually agreeable time as requested in writing by Client, as described in Section 14.1. Each such Change Order issued pursuant to subsection (ii) of this Section 14.2 will be effective thirty (30) days after delivery of the applicable Change Order, unless Client notifies Official Payments within such 30-day period that it does not agree to such Change Order. If Client disagrees, the parties will meet and confer regarding the Change Order. If, after such conference, Official Payments does not withdraw or modify the Change Order, Client may terminate this Agreement on thirty (30) days written notice. Client's continued use of the Services after such thirty-day period will constitute Client's agreement to the modifications in such Change Order, whereupon such Change Order will be effective and become part of this Agreement.

14.3 Entire Agreement; Severability; Waiver. This Agreement, together with the Signature Page, the Schedules, and any exhibits, as amended by any Change Orders, constitutes the entire agreement

between Client and Official Payments with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Client and Official Payments and/or its representatives(s) in connection with this Agreement. The failure of either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver of such or any other terms or conditions herein contained. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a provision that most closely approximates the intent and economic effect of the invalid provision.

14.4 Remedies. Except as otherwise expressly provided in this Agreement, (i) all remedies available to either party are cumulative and not exclusive, and (ii) termination, expiration or suspension of this Agreement will not limit either party from pursuing other remedies available at law or in equity.

14.5 Assignment. This Agreement may not be assigned by either party (by operation of law or otherwise) without the prior written consent of the other party; provided, however, that the foregoing will not prohibit Official Payments from assigning this Agreement or its rights hereunder, nor require the consent of the Client, in connection with any change of control, corporate reorganization, merger or consolidation of Official Payments. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.6 Status of the Parties; Suppliers. Official Payments is the agent of Client for the limited purpose of accepting payments from Customer and forwarding such payments to Client ("Official Payments Agency Role"). Except for the Official Payments Agency Role, the parties are independent contractors, and nothing herein will be construed to create a partnership, joint venture, franchise, or employer-employee relationship by or between Client and Official Payments. Except for Official Payments Agency Role, no party will have the authority to commit or bind any other party without such party's prior written consent. Client acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by Official Payments Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the Client Designated Account in accordance with the terms of this Agreement.

14.7 Headings. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.8 Construction. This Agreement will not be construed more strongly against either party, regardless of who is not **Illinois** liable for its preparation.

14.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of ~~Georgia~~ **Illinois** excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement will be in the state courts located in ~~Gwinnett County, Georgia, or federal courts located in the State of Georgia.~~ **DuPage**

Illinois, or the federal courts for the Northern District of Illinois. the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.11 Force Majeure. Official Payments will not be considered in breach of or in default of any of its obligations under this Agreement, and will in no way be liable to the Client hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible as a result of a cause beyond its control, including, without limitation, acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including, but not limited to, telecommunications services), external computer "hacker" attacks, delays of common carriers or similar causes that are beyond Official Payments' reasonable control.

14.12 Enforcement. Each party acknowledges that the provisions of this Agreement regarding confidentiality and use of the other party's resources (including, without limitation, the Official Payments System and each party's intellectual property) are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of such provisions will result in irreparable injury to the other for which money damages could not adequately compensate. If there is a

breach of such provisions, then the injured party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party (or any other person involved in the breach) may have against the other party will not constitute a defense or bar to the enforcement of such provisions.

14.13 Survival. Any provisions of this Agreement that are, by their nature continuing, will survive the expiration or termination of this Agreement, including, without limitation, Sections 1, 4, 8, 11,12,13, and 14.

SCHEDULE B - SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services. During the Term, Customer shall use OPAYs Bill Payment Services for all transactions in the channel contracted for.

- Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.
- Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.
- Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.
- MoneyGram®:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.
- Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

- IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

SCHEDULE C - FEE SCHEDULE

in accordance with the
Local Government Prompt
Payment Act (50 ILCS
505/1et seq.)

1. **Additional Payment Terms.** Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable ~~within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law.~~ Official Payments may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in section 14.2 of this Agreement.
2. **Implementation Fees.** Implementation Fees are due and payable within thirty (30) days of the Effective Date of this Agreement. When waived with fee reference, Implementation Fees will be due and payable if Client has not begun Production Use of the Official Payments Services within one hundred eighty (180) days of the Effective Date of this Agreement. When waived without fee reference, Official Payments will not bill for Implementations Fees.
3. **Minimum Fees.** Minimums apply to all recurring revenue from payments, including processing fees and additional items.
 - 3.1 Monthly Minimums. Monthly minimums will begin upon Production Use of Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner.
 - 3.2 Annual Minimums. Annual minimums will begin upon Production Use of the Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner. Annual minimums will be prorated the first year as specified on the Fee Schedule and payable January 31st of each calendar year.

A. Implementation Fees

Waived

B. Minimum Fees

Waived

C. Electronic Check (“eCheck”) Fees

eCheck Processing – Bank routing/transit numbers will be validated for all electronic check transactions using a commercially available service. This service does not detect any of the following: the validity of the specific account number identified in the Payment Transaction; the availability of sufficient funds to cover the pending Payment Transaction; and/or any subsequent withdrawal of funds.

Service Fees to be charged to Customer by Official Payments:

\$ 1.00 less than or equal to \$5000.00

\$ 1.00 greater than \$ 5000.00, per Payment Transaction for the following payment types:

Utility Payments

Fees to be charged to Client by Official Payments:

Absorbed Fees:

\$ N/A less than or equal to \$N/A

\$ N/A greater than \$ N/A, per Payment Transaction for the following payment types:

N/A

Set-up Fee: \$ 0.00

Return Fee:

\$5.95 as a Returned Transaction Fee for each Returned Transaction. Official Payments will not represent the returned item to the depository institution identified by Customer in the Payment Transaction.

D. Credit/Debit Card Fee Schedule

Service Fees to be charged to Customer:

N/A

Absorbed Fees to be charged to Client by Official Payments:

\$1.95 per Payment Transaction, when credit or debit cards are used. Client selected fee does not include American Express usage for the following Payment Type:

Utility Payments

E. MoneyGram

N/A

F. Point-of-Sale (POS)

Service Fees: N/A

Absorbed Fees:

\$1.95 per Payment Transaction, when credit or debit cards are used. Client selected fee does not include American Express usage for the following Payment Type:

Utility Payments

G. IVR (Interactive Voice Response)

N/A

An IVR service charge of \$ N/A to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON AUGUST 21, 2015 AT THE VILLAGE POLICE DEPARTMENT BUILDING 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 and Recording Secretary Cindy Stuchl.

ABSENT: None.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. REVIEW AND APPROVE MINUTES

Minutes - Regular BOPC Meeting - July 17, 2015 (APPROVE)

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

None presented.

6. UNFINISHED BUSINESS

- a. Review - Revised Board of Police Commissioners Rules and Regulations

Chairman Schuler reviewed the additional changes/suggestions made by the Commissioners to the Rules and Regulations. After discussion, the commissioners concurred that the board should refer qualification issues dealing with a high school diploma

and conscientious objectors to the BOPC attorney for review and comment on the need to keep them in the Rules and Regulations.

The commissioners also reviewed and discussed a set of comparative promotional testing scoring scenarios and identified additional information required to reach consensus. Chairman Schuler requested that Chief Shelton apply a 100 point scale and recommend characteristics weighted appropriately for the Departmental Merit and Efficiency component of the overall promotional examination score.

7. NEW BUSINESS

a. Update - New Recruit Testing

Chief Shelton provided an update on two possible new hires. The next police academy date begins September 27, 2015. One recruit is scheduled for his psychological test on today's date. The other recruit has his polygraph test today and the psychological test yet to be scheduled. Chief Shelton advised that a special meeting will need to be held by the BOPC in order to approve these new hires.

The consensus of the BOPC was that if the tests came back with good results, the new hires may be enrolled into the police academy beginning September 27th. Chief Shelton advised that if any red flags are reported on the tests, he will schedule a special meeting with the Commission to discuss the applicant.

8. ADJOURNMENT

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to adjourn the meeting at the hour of 8:14 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

October 16 , 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, AUGUST 10, 2015 AT 6:00 P.M. AT THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Chairman Umberto Davi, Trustee Gayle Neal and Director of Finance Carrie Dittman.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance/Administration Committee held on Monday, July 13, 2015 were reviewed.

Motion to approve made by Trustee Neal. Motion carried.

4. REPORT - Status of Annual Audit of the Village of Willowbrook for the fiscal year 2014/15

Director of Finance Dittman reported that the annual audit for the Village is underway and final fieldwork by the auditors commenced today at Village Hall. Audit fieldwork is scheduled to last one week. The audit is being conducted by BKD LLP, who was approved by the Village board on May 26, 2015. BKD is the firm that acquired Wolf and Co., the Village's prior audit firm, and the staffing of the partner and manager on the job is the same as it was under Wolf & Co. Audit reports are expected to be issued in October.

5. REPORT - Monthly Disbursement Reports - July 2015

The Committee reviewed and highlighted the items below for the month of July.

- Total cash outlay for all Village funds - \$927,140.
- Payroll for active employees including all funds - \$320,009 (2 payrolls). The change from the prior fiscal year is a cumulative 4.86% increase, which includes a 2.75% union increase, additional police overtime, and addition of Finance Director (in June).
- Ave. daily outlay of cash for all Village funds - \$29,908. Fiscal year to date daily average is \$38,378.
- Ave. daily expenditures for the General Fund - \$23,173. Fiscal year to date average is \$24,809.

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

All revenues are fiscal year to date collections through July 31, 2015

- Sales tax receipts - \$821,764 down 1.25% from the prior year. Trending 0.9% over budget.

- Income Tax receipts - \$306,355 up 19.33% compared to the prior year, 57.4% over budget.
- Utility tax receipts - \$228,110 down 15.12% from the prior year, 17.3% under budget, consisting of:
 - Telecomm tax - \$107,505, down 6.16%.
 - Northern IL gas - \$23,911, down 54.03%
 - ComEd - \$97,258, down 5.30%
- Places of Eating Tax receipts - \$132,243 up 3.95% compared to the prior year, trending 13.0% over budget.
- Fines - \$40,407 down 20.10% compared with the prior year, 5.96% under budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines - \$105,505 down 39.21% from the prior year receipts, trending 29.8% below budget. As was noted at last month's meeting, the cameras are still out of service due to camera maintenance and construction on Rt. 83. Director Dittman inquired of Chief Shelton on the current status: the Rt. 83 & 63rd cameras went down on May 22 and are expected back up on October 31 (about 23 weeks), and the Rt. 83 & 75th Street cameras went down on May 22 and are expected back up on August 31 (14 weeks). ATS, who manages the cameras, has told the Village they will prorate their fees so we will not be charged while the cameras are not operational.
- Building Permit receipts - \$51,958 up 44.73% from the prior year, trending at 156.74% above budget.
- Water sales receipts - \$789,322 up 15.05% from the prior year, 4.02% above budget, attributable in part to the 12% rate increase effective 1/1/2015. Director Dittman noted that a rate increase does not necessarily equate to the same % increase in revenue as customers increase their water conservation when rates go up. Most of the new MTUs have now been installed. The water department staff has been fielding many phone calls with questions about their bills during the MTU replacement process, and we expect this to start leveling off going forward now.
- Hotel/Motel Tax receipts - \$37,899 up 182.96% compared with the prior year, 34.4% below budget. The June 1 rate increase to 5% is now apparent beginning with the June tax payments received in July.
- Motor Fuel Tax receipts - \$50,616 down 45.82% compared with the prior year, 24.5% under budget. This is due to an additional receipt over and above the normal monthly allotment of the State of IL's Capital Bill for \$38,941 which occurred last year in May 2014. A second disbursement occurred in August 2014; this represents two payments during the Village's fiscal year 2014/15 but one payment during each of the State's fiscal years (which runs July-June).

The reports above were approved by Trustee Neal.

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

There were no communications received.

9. ADJOURNMENT

Motion to adjourn at 6:24 p.m. was made by Chairman Davi.

(Minutes transcribed by: Carrie Dittman, 10/6/2015)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON
MONDAY, SEPTEMBER 14, 2015 AT THE WILLOWBROOK POLICE
STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:00 PM.

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Paul Oggerino, Village Administrator Tim Halik, and Administrative Intern Tiffany Kolodziej.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the August 10, 2015 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Oggerino seconded the motion. Motion carried.

4. REPORT – 67th Street Water Tank Re-Coating Project – Change Order #1

Administrator Halik reminded the committee that at its regular meeting on May 26, 2015, the Village Board awarded a contract to Era Valdivia Contractors, Inc. to complete a complete blasting and re-coating, both interior and exterior, of the Village's 67th Street 500,000 gallon spheroid water tank. Halik advised that seven public bids were received for this project. Era Valdivia submitted the low bid in the amount of \$358,600. Work commenced in early August and, since that time, has been substantially completed. Halik advised that one change order extra was required to complete the project. However, the single change order includes six different items for a total cost increase to the contract of \$9,600. Halik reviewed each of the six individual items and explained the need to complete the extra work. Chairman Mistele was surprised that the engineer's bid specification did not include the use of a zinc-based primer to guard against deterioration of the underlying steel. He agreed that an upgrade to a zinc-based primer was prudent. The Committee agreed with the various change order items. Halik advised that Board approval of this item was included on the Consent Agenda for this evening's Board meeting.

5. REPORT – 2015 MFT Road Maintenance Program – Payout #1

Administrator Halik reminded the Committee that at its regular meeting on May 26, 2015, the Village Board approved a contract with K-Five Construction Corporation to complete the 2015 Motor Fuel Tax Roadway Maintenance Program. This year's MFT Roadway Maintenance Program included the resurfacing of .51 miles of roadways, Waterford Drive, replacement of both defective concrete curb & gutter and defective concrete sidewalks along the street to be repaved, along with full-depth patching on various streets throughout the Village. Halik advised that after all required paperwork, insurance and bond certificates were submitted, a notice to proceed with the project was issued by the Village and the work commenced. Halik shared that the project is now 100% complete and the contractor has requested a partial payout in the amount of \$173,006.85. The retainage amount of \$9,105.62 will be released once the Village receives final approval from IDOT. Halik also called attention to the fact that the

project cost was greater than \$30,000 below the original estimated contract amount due to the final quantities of materials used. Halik said that this will assist us in building an adequate reserve amount in the fund for next year's STP grant project. Chairman Mistele asked that Administrator Halik mention this during the Administrator's Report during the Board meeting. The Committee recommended approval of the partial payout request.

6. DISCUSSION – Fall Brush Collection Program: October 12th thru 16th, 2015

Administrator Halik advised the Committee that this past Spring, the Village's EAB abatement tree contractor, Pessina Tree Service, completed the Village-wide brush collection program. The program included curb-side collection of piled brush throughout town. Afterwards, the resulting chips were ground to a usable mulch and made available to residents. Halik advised that the Fall program will also consist of a curb-side chipping program, with the resulting chips hauled away. Staff has solicited proposals from two landscape maintenance contractors, with Pessina Tree Service, LLC continuing to offer the low proposal of \$118.75/hour/crew to perform this program. Therefore, the estimated cost of the Spring program would be \$9,500, consisting of two crews working 40 hours each. Halik shared that Pessina has worked in the Village during the last two years in completing our Emerald Ash Borer abatement program. Their quality of work is acceptable, and they have been responsive to resident concerns. They have also recently completed the Spring brush collection program. The Committee recommended acceptance of the proposal from Pessina and recommended staff ensure the residents receive ample advanced notice of the Fall collection.

7. DISCUSSION - Architectural Services Agreement, Police Station Building Renovation - Williams Architects

Administrator Halik advised the Committee that Phase II of the Village Master Facilities Plan includes the renovation of the 7760 Quincy Street building to serve entirely as the Village police station. This project will also include a sally port addition on the south side of the existing building, along with site alteration work. The civil engineering portion of the Phase II work is intended to be completed by Christopher B. Burke Engineering, Ltd. The remainder of the work will be completed by the project architect, Williams Architects. Halik shared that a proposal for architectural services to complete the Phase II work was submitted by Williams Architects. The proposal was reviewed by Chairman Mistele, Administrator Halik, and Attorney Tom Bastian. A full itemization of services is included within the agreement, but generally includes: 1) Basic Service: The preparation of full project construction documents, based upon the conceptual design approved by the Village Board on February 23, 2015, 2) The preparation of all documents necessary to complete the public bidding of the project, 3) Attendance at meetings between the Village, civil engineer and others to coordinate the civil plan into the bidding documents, 4) Construction administration of the project once the Board awards a contract to the lowest qualified bidder, and 5) Interior Design Services, which will be an additional charge of \$22,000. Halik advised that the Williams Architect proposal includes the completion of the first four items for a fee of 8.5% of the final construction cost of the project. At an estimated \$2 M project cost, and excluding site work from the fee calculation, the fee would calculate to \$153,000. As mentioned earlier, Interior Design Work, which is deemed necessary to the project, would be completed by Williams for an additional fee of \$22,000. Therefore, the overall architectural fee for this project would be \$175,000, which is 8.75% of the project construction budget. Funds for this item would be expended from the FY 2015/16 L.A.F.E.R. Fund budget, which were obtained from the bond sale which occurred in April of this year. Chairman Mistele advised that there are several remaining issues to be corrected in the contract before it is signed. He also inquired about the early demolition bid and questioned whether there would be added fees to complete an early demo package. Halik responded that he would confirm the estimated fee amount with Williams, if there were added fees. The Committee recommended approval of the contract as noted.

8. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of August 2015. The Village has taken in about \$15,000 in permit revenue for the month. Halik advised that in total for the first four months of fiscal year 2015/16, the Village has received approximately 33.5% of the anticipated FY2015/16 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for July 2015. The reports indicate that the Village pumped 32,813,000 gallons of water in the month, bringing the total amount pumped for the first three months of the fiscal year to 91,473,000 gallons. Halik stated that we have pumped about 3.5% less water this year so far as compared to the same time frame of last year. However, Halik shared that we are on track so far in reaching our estimated pumpage projection for the year of 350,000,000 gallons.
- c. Administrator Halik advised that the July 2015 monthly mosquito abatement report in the Committee's packet was for information.

9. VISITOR'S BUSINESS

(None)

10. COMMUNICATIONS

Administrator Halik advised the Committee that there was an ordinance on tonight's Board agenda, under the Consent Agenda, that will serve to provide the required one year notice to Southwest Central Dispatch of our termination of the License Agreement which allows Southwest to maintain communication equipment on the Village Hall water tower. Halik advised that in accordance with the timelines in the License Agreement, if the Village were to serve a termination notice to Southwest before the end of this year, they would need to remove the equipment from the water tower, and restore the tower to the previous condition, by February of 2017. Halik stated this timing would work well since the Village plans on painting the Village Hall tank in May of 2017.

8. ADJOURNMENT

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

(Minutes transcribed by: Tim Halik, 10/8/15)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, SEPTEMBER 1, 2015, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Commissioner Carol Lazarski, and at time of Roll Call – Commissioner Rene Schuurman.

Also present were Village Administrator Tim Halik and Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – AUGUST 4, 2015

The Commission reviewed the August 4, 2015 minutes.

MOTION: A Motion was made by Commissioner Grimsby and seconded by Commissioner Stetina to approve the August 4, 2015 minutes as presented.

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

MOTION DECLARED CARRIED

4. REPORT – EVENT UPDATES

a. Co-Rec Softball

Interim Superintendent Fenske related that co-rec softball is finished for the season. All teams had positive feedback and look forward to next year.

b. Childrens' Holiday Party

Interim Superintendent Fenske advised that plans for the party are on schedule. The date is scheduled for December 13, 2015 at Hinsdale South High School.

5. DISCUSSION – 2016 PARK GOOSE CONTROL AGREEMENT, WILD GOOSE CHASE, INC.

Interim Superintendent Fenske stated that Wild Goose Chase is the same company that has been used for goose control for the past several years. The contract covers Prairie Trail Park and the company covers Willow Pond for no additional charge.

***NOTE: Commissioner Schuurman arrived at 7:15 p.m.

Commissioners related that they will check the other parks to see if goose control will be necessary at any additional parks.

6. VISITORS' BUSINESS

There was no Visitors' Business.

7. COMMUNICATIONS

a. Willow Pond Park Renovation Project

Administrator Halik stated that the consultant hired to design Willow Pond Park still has no additional information on the status of the release of the OSLAD grants. It is unknown at this time when this issue will be resolved at the state level. Administrator Halik related that at this time of year, if the grant does get released, work will not begin until the Spring of 2016.

If the grants are not released by the end of the year, the suggestion is to begin a Phase 1 and Phase 2 approach to completing the park. However, by starting any work on Willow Pond, this will cause a forfeit of the grant money.

Chairman Cobb questioned that if the OSLAD grant money does not get released, can the money that has been budgeted for the park be reallocated to complete the Community Resource Center instead. Administrator Halik advised that he would look into that.

b. Lake Hinsdale Park Renovation Project

Administrator Halik advised that this park project will also be placed on hold until the Spring.

c. Burr Ridge Park District

Chairman Cobb related that the new park program book distributed by the Burr Ridge Park District turned out really nice. Commissioner Landsman related that the Park Commissioners' names were omitted from the publication. Commissioner Schuurman stated that the cover of the Willowbrook program book needs to stand out a little more. Putting it side by side with the Burr Ridge program book, they look too similar.

d. Park Landscape Maintenance

Administrator Halik advised that there was a wild flower bed that had been installed in Waterford Park. Commissioners had complained that it looked like overgrown weeds. Administrator Halik related that the bed was removed and replanted with grass.

Administrator Halik stated that dead trees that were removed from the parks will be replanted either in the Fall or in the Spring depending on the species.

8. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Stetina to adjourn the meeting at the hour of 7:55 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

October 6, 2015

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON JULY 8, 2015, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 3:03 p.m. by President Umberto Davi.

2. ROLL CALL

Those present at roll call were President Davi, Trustees Carrie Dittman, and Joseph Pec. Also present: Ted Kirpach of MB Financial.

ABSENT: Trustees Timothy Kobler and Scott Eisenbeis.

3. APPROVAL - MINUTES OF THE REGULAR MEETING - May 21, 2015.

The Board reviewed the minutes from the May 21, 2015 meeting.

MOTION: Made by Trustee Pec, seconded by Trustee Dittman to approve the minutes of the regular meeting of the Police Pension Fund Board of Trustees held on May 21, 2015.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

4. APPROVAL - OFFICER JOHN SKIBA'S RETIREMENT BENEFIT

The Board reviewed the application for retirement benefits for Officer John Skiba. Trustee Dittman also provided an additional attachment for this item. It was a memo to the Pension Board of a summary of his benefits along with calculations utilizing the Department of Insurance website calculator. She read the following for the record:

Enclosed for your review is an application for regular retirement benefits submitted by Patrolman John Skiba. As noted on the paperwork, Patrolman Skiba's retirement date (last day of work) is August 13, 2015 and his retirement pension will begin on February 1, 2016, when he attains the age of 50. He will have earned 24 years, 1 month, and 4 days of service (net of 190 unpaid break days) credited at that time granting him 60.00% of his current salary plus longevity of \$91,142.10. This calculates to an annual pension amount of \$54,685.26 (\$4,557.11 monthly).

He will be eligible for his first increase on 3/1/2021, the month following his attainment of age 55.

As required under state statute, as the Pension Fund Treasurer, I have attached Patrolman Skiba's pension calculation.

After a brief discussion and due to Officer Skiba's actual retirement date not occurring until August 13, 2015, this item will be tabled until the October 2015 pension meeting.

MOTION: Made by Trustee Pec, seconded by Trustee Dittman to table the approval of Officer John Skiba's retirement benefit until the October 2015 Pension meeting.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. APPROVAL - EXPENSES INCURRED APRIL 2015 THRU JUNE 2015

Trustee Dittman reviewed the expenses incurred April 2015 thru June 2015. She noted that the report includes monthly pension benefit payouts of \$57,637.13, widow's benefit of \$3,209.37, and a disability benefit of \$4,446.08. The Department of Insurance filing fee was \$3,630.56, and the quarterly fee for MB Financial was \$8,320.63.

After Trustee Dittman reviewed the expenses, the following motion was made:

MOTION: Made by Trustee Pec, seconded by Trustee Davi, to approve the expenses incurred for April 2015 thru June 2015.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. APPROVAL - INVESTMENTS MADE APRIL THRU JUNE 2015 - Quarterly Investment Report - MB FINANCIAL BANK

Ted Kirpach, a representative of MB Financial Bank, reported that the total fund value is at \$19,075,335. He summarized the portfolio allocations are targeted at 50% in equities; however it was just a bit down at 48.18% yet up in the fixed income portion of the fund at 46.08% vs the targeted amount of 44%. Alternative strategies were 4.75% vs. our targeted amount of 5%.

Total fund performance for the quarter is down -0.36% vs. the benchmark at -0.62%. The 5-year returns came in at 8.73% vs.

the benchmark of 8.42%. Although the quarter was down a bit, the housing market is the highest it's been in 7 years for sales.

The Account Activity summary for the quarter was a loss of \$199,298.00. There was one withdrawal for the MB Financial fee of \$8,361.00. The Market Value began the quarter at \$19,152,437.00 but with withdrawals and losses the fund stands at \$19,075,335.00.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Pec, seconded by Trustee Dittman to approve MB Financial's Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

7. VISITOR BUSINESS

None presented.

8. NEW BUSINESS

None presented.

9. OLD BUSINESS

A. Continuing Pension Trustee Education Requirement

Trustee Dittman advised the Board of the Pension Trustee Education training requirement dates for each trustee, as per the Department of Insurance. They are as follows:

January 13 - January 12	Trustee Dittman
April 30 - April 29	Trustee Pec
August 13 - August 12	President Davi, Trustees Eisenbeis & Kobler

Each year a trustee must receive 16 hrs. of training (8 hrs. of ethics training and 8 hours of "other" pension related training). Most can be accomplished if trustees attend the annual conference of the IPPFA. Training certificates need to be forwarded to the recording secretary for each trustee's file.

B. Address Confirmation For Benefit Distribution Form

Bill Bozek has returned his Benefit Distribution Form via mail. His pension check will now be direct deposited into his checking account.

10. COMMUNICATIONS

None presented.

11. ADJOURNMENT

MOTION: Made by President Davi, seconded by Trustee Pec to adjourn the meeting of the Board of Trustees of the Police Pension Fund at the hour of 3:42 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

10-14-15
Date


President

Minutes transcribed by Debbie Hahn.

AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on September 14th, 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 6:00 p.m.

ROLL CALL

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

1. Reviewed the August 10th, 2015 Public Safety Committee Meeting Minutes.
The Committee approved the August 10th, 2015 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 07/20/2015 – 08/16/2015 - Information.
4. Reviewed the Monthly Expenditure Report for August 2015 – Information.
5. Reviewed the Monthly Offense Summary Report for August 2015 - Information.
6. Reviewed the letter(s) of Recognition and Appreciation – Information
 - Officer David Gaddis
 - Officer Ted Kolodziej
7. DISCUSSION ITEMS
 - Overview of recent reports
Chief Shelton reviewed the recent cases that occurred this past month. Chief Shelton commented on the teamwork involved with the incident that had occurred on 73rd Court which involved the assistance of many different agencies.

Chief Shelton advised the Committee on the positive e-mails, citizen compliments and persons coming to the police department to express their appreciation to all the officers for all that they do for the community.
 - Update on new recruits
Chief Shelton gave an update on the two (2) new recruits who will begin the police academy in Champaign, Illinois on September 27th, 2015. The recruits should graduate in December and will officially be sworn in on September 22nd, 2015 by the Village Clerk.
 - Update on new canine
Chief Shelton advised the Committee that the new canine and canine handler are doing good. They have started their second week of training and the handler has reported everything is progressing well.

8. * VISITOR'S BUSINESS (Public comment is limited to three minutes per person).
None
9. ADJOURNMENT
The meeting was adjourned at 6:21 p.m.

NEXT MEETING SCHEDULED OCTOBER 12TH, 2015 AT 6:00 P.M.