

A G E N D A

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 26, 2009, AT 7:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OMNIBUS VOTE AGENDA
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - October 12, 2009 (APPROVE)
  - c. Warrants - October 26, 2009 - \$128,133.15 (APPROVE)
  - d. MOTION TO APPROVE - 2009 MFT ROADWAY MAINTENANCE PROGRAM: PAYOUT #1 - PARTIAL PAYMENT, CROWLEY-SHEPPARD ASPHALT CO. - \$53,940.00 (APPROVE)
  - e. RESOLUTION NO. 09-R-54 - A RESOLUTION CREATING SET HOURS FOR HALLOWEEN SOLICITATION (ADOPT)
  - f. ORDINANCE NO. 09-O-23 - AN ORDINANCE AUTHORIZING THE DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

NEW BUSINESS

5. PROCLAMATION - RECOGNIZING THERESA NOOSE
6. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
7. DELINQUENT WATER BILLS
8. ORDINANCE - AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT - VILLAGE OF CLARENDON HILLS

9. ORDINANCE - AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT - CITY OF DARIEN
10. DISCUSSION - FISCAL YEAR 2010-11 BUDGET PREVIEW

OLD BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, OCTOBER 12, 2009, AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 7:30 p.m. by Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Paul Schoenbeck, Sandra O'Connor and President Napoli. ABSENT: Trustee Timothy McMahon. Also present were Village Clerk Leroy Hansen, Village Attorney William Hennessy, Chief of Police Edward Konstanty, Director of Municipal Services Timothy Halik, Director of Finance Sue Stanish, Deputy Chief Pat Foley, Planner Sara Hage, Superintendent of Parks & Recreation Walter Righton and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

President Napoli asked everyone to join him in saying the Pledge of Allegiance.

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - September 28, 2009 (APPROVE)
- c. Warrants - October 12, 2009 - \$163,693.30 (APPROVE)
- d. Monthly Financial Report - September 30, 2009 - \$14,704,638.14 (ACCEPT)
- e. APPLICATION FOR LICENSE TO HOLD A RAFFLE - The Trane Company - November 25, 2009 (APPROVE)
- f. PROCLAMATION - RECOGNIZING OCTOBER 23-31, 2009 AS RED RIBBON WEEK IN THE VILLAGE OF WILLOWBROOK (APPROVE)
- g. RESOLUTION NO. 09-R-51 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE INSTALLATION OF A FENCE ENCLOSURE IN WHICH TO STORE SENSITIVE POLICE RECORDS - DURABILTY FENCE (ADOPT)

President Napoli asked if any Board member(s) wanted any item(s) removed from the Omnibus Vote Agenda for discussion. No Board member wanted any item(s) removed from the Omnibus Vote Agenda.

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

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: Trustee McMahon.

MOTION DECLARED CARRIED

NEW BUSINESS

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

There was no visitors business.

6. ORDINANCE - AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5(B) OF THE VILLAGE CODE - LIQUOR CONTROL, CLASS B LICENSE

Director Halik advised the Board that the ordinance for consideration this evening would amend the Village Code to create an additional Class B liquor license to be issued to the Buffalo Wild Wings Restaurant to be located at 7111 South Kingery Highway. The required backgrounds were completed by the Police Department and returned with a favorable report. It is the recommendation that the Village Board approve the ordinance amending the Village Code to increase the number of Class B liquor licenses to twelve (12).

MOTION: Made by Trustee Mistele, seconded by Trustee Baker, to pass Ordinance No. 09-0-22.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: Trustee McMahon.

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION AUTHORIZING THE EXECUTION OF  
A CERTAIN AGREEMENT - CENTERPOINT REALTY SERVICES  
CORPORATION - WILLOWBROOK CORPORATE CENTER SUBDIVISION

Director Halik advised the Board that in March 1998 Centerpoint Realty filed an application to create a business park development known as the Willowbrook Corporate Center. The project was planned to be completed in two separate phases. In September 1998 and April 2000, the Village entered into other development agreements with Centerpoint related to the extension of 75<sup>th</sup> Street. In May 2003, the Village entered into yet another agreement with Centerpoint which served to codify the remaining obligations that were contained in all four of the agreements. As part of the 2003 agreement, the Village received a new letter of credit to secure the outstanding development items that were not completed at that time. As items were completed, the letter of credit was reduced accordingly. The last three remaining development items were to be constructed by the Village and then Centerpoint would reimburse us. The construction of the roadway was delayed due to poor soil. As a result, Centerpoint had to carry the development letter of credit during this enter time and they are very eager to close out this financial liability.

Two of the last three items include the construction of the 75<sup>th</sup> Street water main loop and the last 100 feet of roadway surface. These items have now been constructed and approved so Centerpoint was invoiced in the amount of \$97,535.55. The last remaining item is the installation of a future traffic control device located at the intersection of Madison Street and Willowbrook Centre Parkway. Due to current traffic counts it is not likely that this intersection will meet warrants to enable construction any time soon. The construction costs have now escalated. Therefore, the Village would seek grant money to complete this project at some time in the future once warrants were met. Centerpoint has agreed to contribute \$100,000 for the installation of this traffic signal; it would cover engineering design costs, which are not grant eligible, and our local share of the estimated cost of the signal as part of an STP grant application.

Director Halik informed the Board that the release agreement for consideration this evening was drafted by Centerpoint's attorney and reviewed and approved by the Village Attorney. The Agreement provides that within five days of execution, Centerpoint will forward payment to the Village for a total amount of \$197,585.55 in return for the release of the letter of credit and this will completely close out the project.

The Municipal Services Committee and Staff recommend the Agreement be approved.

MOTION: Made by Trustee Mistele, seconded by Trustee Baker, to adopt Resolution No. 09-R-52.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: Trustee McMahon.

MOTION DECLARED CARRIED

8. DISCUSSION - BOUNDARY LINE AGREEMENTS WITH CLARENDON HILLS AND DARIEN

Planner Hage informed the Board that the Municipal Services Committee reviewed and discussed the Boundary Line Agreements before the Board this evening at their meeting of September 14, 2009 and authorized Staff to present them to the Board for consideration. Staff worked with the communities of Clarendon Hills and Darien to renew these Agreements that are set to expire at the end of this year. The consensus was that the current Boundary Lines and terms of the existing Agreements satisfy the needs of each of the communities and provide for logical future municipal boundaries and areas of municipal authority between our respective corporate limits. The renewing Boundary Line Agreements were prepared in substantially the same form and content as the expiring Agreements and reflect the same Boundary Lines. The Darien City Council has already authorized execution of the Agreement and Clarendon Hills will consider the Agreement at their October 19 meeting. The Village Attorney reviewed both Agreements.

MOTION: Made by Trustee Mistele, seconded by Trustee Baker, to accept the Municipal Services Committee and Staff recommendations to enter into the Agreements and direct the Village Attorney to prepare the authorizing ordinances.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: Trustee McMahon.

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT  
AND VILLAGE CLERK TO ENTER INTO A CERTAIN AGREEMENT  
FOR EMPLOYMENT OF A PART-TIME VILLAGE ADMINISTRATOR

President Napoli noted that the Board received the Agreement with Sikich LLP with their packets and asked if they had any questions or comments.

Trustee Mistele strongly encouraged the Board to seek proposals from other agencies that provide the same service.

Trustee Kelly thought that the consensus of the Board was to proceed with this Agreement.

Trustee Schoenbeck wanted to make sure that the Board was not going against something that was originally outlined in the Village Ordinance with regard to the Village Administrator. He asked how we can do the contract for this position; he did not see that or read that in the Village Ordinance. Trustee Schoenbeck wanted to make sure that they were not going outside the appointment of an Administrator by the Board and he did not see any exceptions for that where you can go into a contract like this whether it be long or short term or even if the duties or powers that are described can fall within a contract. Trustee Schoenbeck asked if the Village was still protected under its ordinance with regard to a contract for the duties of an Administrator. Are there protections afforded to the Village and to its employees if we go into that contract within the scope of what that Administrator would do under contract for such things as HIPA laws, employee personnel files, etc. He wanted to make sure the Board was not violating an ordinance or that the Board did not have to do something first with the ordinance in order to do this.

Mr. Karrison from Sikich responded that could be included in the Agreement.

Village Attorney Hennessy responded that with respect to the questions raised by Trustee Schoenbeck, the Village does have broad statutory authority in that area of a contract to hire an Administrator. The Board has the broad authority of the contract in every municipality including the non-home rule of this Village and that is quite specific under the Illinois Municipal Code. As to the question of the specific ordinance provision that was referenced, when he looked at the position of the Administrator it is referred to as an appointee under the ordinance of the Village; however, nobody becomes an

Administrator in this Village in the absence of a contract. It was the opinion of Village Attorney Hennessy that the precipitating legal act is the execution of a contract for which the Board does have jurisdiction. As far as the scope of his authority, whether male, female or a fictional person, they are bound by the same restrictions that govern anybody in that position of employment here. The only real restrictions on contracting is has there been an appropriation; are you prepared to authorize the contract as the corporate authorities here tonight. The Board completely has the authority to proceed. If there perceives to be a technical incongruity he thought that as a legislative body they are possessed of the power to do that this evening. Mr. Hennessy did not see a problem at all.

Trustee Schoenbeck asked if the proposal they received is going to be the actual contract or do we have a contract that will be between us and Sikich.

Village Attorney Hennessy responded that is really for the Board to decide tonight and looking at the proposal right now it has already been signed by Sikich LLP. This would constitute an Agreement.

Trustee Schoenbeck noted there is nothing else outside the scope of this document (agreement) that has been reviewed for this service that we are going to get from them.

Village Attorney Hennessy thought the contract the Board had in their hands defines the relationship.

Trustee Schoenbeck expressed concern about items not in the contract such as personnel files and/or anything unique to the Village and he wanted to make sure that is protected. In other words, if their relationship with the Village leaves on good or bad note there is not going to be anything to be discussed about the Village of Willowbrook, its employees or anything that may or may not be proprietary to us outside the scope of the work they do for us. He noted he did not see that in the contract and it is a concern for him.

Village Attorney Hennessy responded the Board could address that by way of protocol or an addendum to the agreement.

Trustee Schoenbeck asked the Village Attorney to do that for the Board.

Trustee Schoenbeck shared another concern expressed by Trustee Mistele that when we have looked at a scope of work like this we have always tried to go out to bid to give the appearance to our constituents and the businesses in the community that we are giving more than one person the opportunity of looking at doing the work for the Village. He did not personally know if there are other firms that do this type of work but he did give some thought to the comments and thought it had some merit.

President Napoli responded that there were at least two occasions since he had been on the Board that they selected a specific corporation or individual to conduct business without going out to bid. (Greg Kuhn-strategic planning session)

Trustee O'Connor noted that the term of this contract is not defined and that may allay some of the fears talked about; there would be a 30 day termination clause in there.

President Napoli responded that this is a six month proposal and it says "the proposal beginning on October 19" so it would be no longer than six months and we have a thirty day termination clause.

Trustee O'Connor asked if at that point in time we could go back out if we are not satisfied for more proposals; it can be interim or it can be a longer term.

President Napoli noted that three months into the contract, we may decide we want a full time person and then begin a search at that time. We are having the temporary contract to assist with some of the administrative responsibilities and also do an overview of how we are operating.

Trustee Mistele thought that we are losing Sikich as our auditor and they have supported us in that manner for ten years.

Trustee Kelly asked that he did not understand page 3, under Work Plan, the section that reads "where applicable" "the materials required by the projects providing services by Sikich intending to bill the Village at cost." He did not understand let's say the consultant lives in St. Charles and is traveling to the Village, are we charged for travel time or not.

Ms. Pierce responded that the travel time incorporated in this contract is the same as it has been for your auditor agreement, there is travel time based on how long it takes to get here. If it is above a half-hour each way then there is a mileage we

built in. So estimating that fee, it is based on our travel here but then it is at a reduced fee rate from what our hourly fee agreement is. It is a different rate than when we are here providing services.

Trustee Baker asked if they were basing it on time or basing it on mileage.

Ms. Pierce responded it is based on time.

Mr. Karrison thought the question was of traditional billing over and above actual work done, hours worked here and premises worked there. Generally speaking, the additional travel time is a reduced fee set forth and probably approximates about half, so if you have four hours travel time total we would probably bill the Village for two hours. We can provide a letter or memo to clarify that for you.

Trustee Baker thought it would be good to have a letter clarifying that item.

Trustee Schoenbeck asked to that point if we could just get a flat rate. The scope of work is pretty well set and there are not going to be too many variables that are going outside of what is already in the contract. It would create another individual coming in. Do you know who these individuals are that would do this work, do you know where they live in relation to the village of Willowbrook and do you know approximately how many times they can come in. I think Trustee Kelly brings up a good point, can't we get a flat rate, can't we just incorporate it into the hourly rate.

Trustee O'Connor noted that if you ask this person to go to a conference on behalf of Willowbrook there has to be some ability for them to recover some of that time.

Trustee Schoenbeck commented it is just that the scope of work is that we know you are going to send x number of people out here that have an expertise in a certain part of this work, I would think with the size of this contract the least you want to worry about is if this person lives an hour away telling them that this is what you are going to make and they are going to judge their time accordingly.

Mr. Karrison responded that we will incorporate that thought into a letter to the Village so that it is very specific as to the concern you raised.

President Napoli stated that we have two things: a confidentiality agreement and a flat rate of some sort and a letter clarifying the top of page 3 (of the agreement).

Trustee Schoenbeck asked if the contract will be brought back to the Board or do we approve it tonight with the changes.

President Napoli responded that we can approve the contract with the changes tonight and then we would be ready to start next week with respect to this and just have the attorney review and approve everything.

Trustee Schoenbeck requested a copy of the contract with the changes.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Baker, to adopt Resolution No. 09-R-53 with the changes noted.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Schoenbeck and O'Connor; NAYS: Trustee Mistele; ABSENT: Trustee McMahon.

MOTION DECLARED CARRIED

OLD BUSINESS

10. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele noted that a bid was received for the signage at the Public Works building for a cost of about \$4,000 and he encouraged this expenditure. President Napoli requested to see a rendering of the signage.

Trustee Schoenbeck had no report.

Trustee O'Connor had no report.

11. ATTORNEY'S REPORT

Village Attorney Hennessy had no report.

12. CLERK'S REPORT

Village Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Chief Konstanty had no report.

14. EXECUTIVE SESSION

MOTION: Made by Trustee Baker, seconded by Trustee Schoenbeck, to adjourn into Executive Session to discuss personnel and Union negotiations at the hour of 8:00 p.m.

ROLL CALL VOTE: AYES: Trustee Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: Trustee McMahon.

MOTION DECLARED CARRIED

\*\*\*SEE APPROPRIATE EXECUTIVE SESSION MINUTES\*\*\*

PRESENTED, READ and APPROVED,

\_\_\_\_\_, 2009

\_\_\_\_\_  
Village President

Minutes transcribed by Mary Partyka.

WARRANTS

October 26, 2009

GENERAL CORPORATE FUND	-----	\$61,525.40
WATER FUND	-----	61,945.93
HOTEL/MOTEL TAX FUND	-----	1,911.82
WATER CAPITAL IMPROVEMENTS FUND	-----	2,500.00
CAPITAL PROJECT FUND	-----	<u>250.00</u>
TOTAL WARRANTS	-----	\$128,133.15

  
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Sue Stanish, Director of Finance

APPROVED:

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Robert A. Napoli, Village President

## VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACE STORE NO. 11 (17)	10/27 CK# 73966	\$27.25
408063/4 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	18.77
408076/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	8.48
AFLAC (46)	10/27 CK# 73967	\$2,857.40
D7088/OCT 09 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	621.68
D7088/OCT 09 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	2,235.72
AL WARREN OIL CO (2205)	10/27 CK# 73968	\$3,005.56
1552624 GASOLINE INVENTORY 01-190-126	01-190-126	3,005.56
ARC - HILLSIDE DISPOSAL INC (782)	10/27 CK# 73969	\$1,300.00
0551-007401183 WASTE STICKERS - ARC 01-130-112	01-130-112	1,300.00
AZAVAR AUDIT SOLUTIONS INC (158)	10/27 CK# 73970	\$470.30
7727/OCT UTILITY TAX 01-310-205	01-310-205	470.30
CASE LOTS INC (300)	10/27 CK# 73971	\$61.20
018121 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	61.20
CHRISTOPHER B. BURKE (333)	10/27 CK# 73972	\$4,945.04
90264 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	364.50
90265 REIMB.	01-40-820-254	821.75
90266 REIMB.	01-40-820-254	584.50
90267 FEES - ENGINEERING 01-610-245	01-20-565-245	550.00
90268 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	743.53
90269 PRINTING & PUBLISHING 01-501-302	01-35-710-302	182.01
90270 PLAN REVIEW - ENGINEER 01-505-254	01-35-720-254	538.00
90271 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	165.00
90272 PLAN REVIEW - ENGINEER 01-505-254	01-35-720-254	995.75
COCA-COLA BOTTLING COMPANY (2260)	10/27 CK# 73973	\$216.65
6468023707 COMMISSARY PROVISION 01-420-355	01-10-455-355	216.65
COMMONWEALTH EDISON (370)	10/27 CK# 73974	\$751.66
0423085170/OCT RED LIGHT - COM ED	01-30-630-248	39.75
4215105154/OCT ENERGY - STREET LIGHT 01-530-207	01-35-745-207	592.85
4403140110/OCT ENERGY - STREET LIGHT 01-530-207	01-35-745-207	70.75
6863089003/OCT RED LIGHT - COM ED	01-30-630-248	48.31
COMMUNICATIONS DIRECT, INC. (371)	10/27 CK# 73975	\$75.00
SR89434 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.00
SR89483 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	50.00
D & D BUSINESS, INC (2128)	10/27 CK# 73976	\$241.40
2366 OFFICE SUPPLIES 01-420-301	01-10-455-301	241.40
DCPCSA (508)	10/27 CK# 73977	\$30.00
D HAHN FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	30.00
DCPCSA (508)	10/27 CK# 73978	\$19.00
D HAHN SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	19.00
DUPAGE COUNTY TREASURER (497)	10/27 CK# 73979	\$250.00
6767/SEPT 09 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	10/27 CK# 73981	\$468.37
55/SEPT 09 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
DUPAGE COUNTY RECORDER (518)	10/27 CK# 73982	\$42.50
20090918 0152 FEES DUES SUBSCRIPTION 01-420-307	01-10-455-307	42.50
ROY GIUNTOLI (690)	10/27 CK# 73985	\$239.00
ICC EXAM SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	239.00

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
W.W. GRAINGER (1999)	10/27 CK# 73986	\$166.93
9089511555 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	13.99
9090513236 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	54.68
9091157165 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	57.17
9093058999 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	41.09
HELEN MIKOWSKI (586)	10/27 CK# 73987	\$2.00
REF #165 FALL RECREATION FEES 01-310-818	01-310-818	2.00
HINSDALE NURSERIES, INC. (793)	10/27 CK# 73988	\$1,972.00
609663 TREE MAINTENANCE 01-535-338	01-35-750-338	1,672.00
609663 REIMB.	01-35-755-283	300.00
HOME DEPOT COMMERCIAL (808)	10/27 CK# 73989	\$6.58
45679 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	6.58
THE HUNDRED CLUB OF DUPAGE CNTY (824)	10/27 CK# 73990	\$480.00
8 ATTENDEES SCHOOL CONF/TRAVEL 01-420-304	01-30-630-304	480.00
I.M.R.F. PENSION FUND (917)	10/27 CK# 73991	\$1,714.50
OCT 09 SLEP PENSION 01-420-155	01-10-455-155	1,714.50
I.R.M.A. (966)	10/27 CK# 73992	\$5.00
SEPT SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	5.00
ILL. FIRE & POLICE COMM. ASSN. (879)	10/27 CK# 73993	\$375.00
2010 DUES FEES DUES SUBSCRIPTIONS 01-740-307	01-07-435-307	375.00
ILLINOIS DIRECTOR OF (475)	10/27 CK# 73994	\$97.28
3RD QTR 2009 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-10-455-144	32.52
3RD QTR 2009 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-601-144	01-20-550-144	32.80
3RD QTR 2009 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-30-630-144	2.56
3RD QTR 2009 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-501-144	01-35-710-144	29.40
J. G. UNIFORMS, INC (996)	10/27 CK# 73995	\$1,423.65
20129 UNIFORMS 01-451-345	01-30-630-345	1,423.65
JULIE, INC. (1018)	10/27 CK# 73996	\$188.00
09/09/1693/SEPT J.U.L.I.E. 01-540-332	01-35-755-332	188.00
LAUREN KASPAR (1035)	10/27 CK# 73997	\$189.84
09 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	189.84
KIEFT BROTHERS INC (1051)	10/27 CK# 73998	\$996.00
159226 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	996.00
KIPP'S LAWNMOWER SALES & SERVICE (1062)	10/27 CK# 73999	\$160.22
372480 OPERATING EQUIPMENT 01-540-401	01-35-755-401	160.22
THEODORE KOLODZIEJ (1075)	10/27 CK# 74000	\$608.41
2009 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	608.41
KRAMER TREE SPECIALISTS INC. (1080)	10/27 CK# 74001	\$1,313.00
222279 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	890.96
222279 TREE MAINTENANCE 01-535-338	01-35-750-338	422.04
MEADE ELECTRIC COMPANY (1236)	10/27 CK# 74002	\$342.09
643184 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	342.09
PAK MAIL CENTER (1459)	10/27 CK# 74004	\$91.29
45341 POSTAGE & METER RENT 01-451-311	01-30-630-311	18.95
45360 POSTAGE & METER RENT 01-451-311	01-30-630-311	57.39
45375 POSTAGE & METER RENT 01-25-610-311	01-25-610-311	14.95

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RUN TIME: 02:11PM

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PETTY CASH C/O SUE STANISH (1492)	10/27 CK# 74005	\$73.55
10/20/09 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	15.00
10/20/09 COMMISSARY PROVISION 01-420-355	01-10-455-355	5.49
10/20/09 PUBLIC RELATIONS 01-435-365	01-10-475-365	2.00
10/20/09 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	45.71
10/20/09 OPERATING EQUIPMENT 01-451-401	01-30-630-401	5.35
PIONEER PRESS (1512)	10/27 CK# 74006	\$33.60
090945450 PRINTING & PUBLISH 01-420-302	01-10-455-302	33.60
ROBERT SCHALLER (1671)	10/27 CK# 74007	\$267.01
2009 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	267.01
SIEBERT E D TRUCKING (1715)	10/27 CK# 74009	\$178.80
E 8208 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	178.80
SIKICH LLP (1722)	10/27 CK# 74010	\$591.00
108247 AUDIT SERVICES 01-25-620-251	01-25-620-251	591.00
SOUTHWEST CENTRAL DISPATCH (1751)	10/27 CK# 74011	\$21,645.66
NOV 2009 RADIO DISPATCHING 01-483-235	01-30-675-235	21,645.66
STAPLES (1767)	10/27 CK# 74012	\$440.64
8013577998 OFFICE SUPPLIES 01-420-301	01-10-455-301	193.04
8013704111 OFFICE SUPPLIES 01-420-301	01-10-455-301	203.10
8013704111 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	44.50
STERICYCLE INC (1772)	10/27 CK# 74013	\$40.64
401156247 JAIL SUPPLIES 01-465-343	01-30-650-343	40.64
TAMELING GRADING (1836)	10/27 CK# 74015	\$240.00
TG5/SEPT LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	240.00
TAMELING INDUSTRIES (1844)	10/27 CK# 74016	\$157.50
64513 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	54.00
64620 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	103.50
TASER INTERNATIONAL (1845)	10/27 CK# 74017	\$350.00
SI1178542 OPERATING EQUIPMENT 01-451-401	01-30-630-401	350.00
TJ CONEVERA'S INC (1830)	10/27 CK# 74018	\$1,728.00
09-2174 AMMUNITION 01-451-346	01-30-630-346	864.00
09-2175 AMMUNITION 01-451-346	01-30-630-346	864.00
TOM & JERRY'S SHELL SERVICES (1883)	10/27 CK# 74019	\$2,016.20
25146 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.00
26010 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.00
26019 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.00
26037 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.00
40728 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
40752 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
40758 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	107.05
40788 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	223.23
40795 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	32.39
40799 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	265.44
40822 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	52.73
40848 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	764.22
40863 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	440.24
U.S. POSTMASTER (1948)	10/27 CK# 74020	\$396.89
FALL BRUSH FLYR POSTAGE & METER RENT 01-501-311	01-35-710-311	347.41
RED LIGHT FLRS POSTAGE & METER RENT 01-451-311	01-30-630-311	49.48

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR OCTOBER, 2009

PAGE: 4

RUN DATE: 10/21/09

RUN TIME: 02:11PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
UNIFIRST (1926)	10/27 CK# 74021	\$168.75
0610463154 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	168.75
VELJKO VRANES (1862)	10/27 CK# 74022	\$25.00
WL 70329 TRAFFIC FINES 01-310-502	01-310-502	25.00
WESTFIELD FORD (2028)	10/27 CK# 74023	\$30.55
267627 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	30.55
WESTOWN AUTO SUPPLY COMPANY (2026)	10/27 CK# 74024	\$89.49
24496 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	2.24
24576 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	28.77
24577 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	42.88
24767 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	15.60
WILD GOOSE CHASE INC (2047)	10/27 CK# 74025	\$840.00
12291 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	10/27 CK# 74026	\$6,960.00
SEPT 09 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	6,960.00
WLBK BURR RIDGE KIWANIS (2054)	10/27 CK# 74027	\$120.00
DUES - FOLEY FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	120.00
TOTAL GENERAL CORPORATE FUND		\$61,525.40

VILLAGE OF WILLOWBROOK

RUN DATE: 10/21/09

BILLS PAID REPORT FOR OCTOBER, 2009

PAGE: 5

RUN TIME: 02:11PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
COMMONWEALTH EDISON (370)	10/27 CK# 73974		\$573.02
4651111049/OCT ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	208.95
5071072051/OCT ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	364.07
DUPAGE WATER COMMISSION (521)	10/27 CK# 73983		\$59,118.39
8405/SEPT PURCHASE OF WATER 02-420-575		02-50-420-575	59,118.39
ENVIRO TEST INC (555)	10/27 CK# 73984		\$87.50
09-126565/SEPT SAMPLING ANALYSIS 02-420-362		02-50-420-362	87.50
ILLINOIS DIRECTOR OF (475)	10/27 CK# 73994		\$29.40
3RD QTR 2009 EMPLOYEE BENEFITS - UNEMPLOYMENT		02-50-401-144	29.40
SCOTT CONTRACTING INC (1682)	10/27 CK# 74008		\$450.00
333 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	450.00
STAPLES (1767)	10/27 CK# 74012		\$11.76
8013577998 OFFICE SUPPLIES 02-401-301		02-50-401-301	11.76
SUNSET SEWER & WATER (2276)	10/27 CK# 74014		\$1,372.75
20009-069 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	1,372.75
U.S. POSTMASTER (1948)	10/27 CK# 74020		\$303.11
DEPOSIT POSTAGE & METER RENT 02-401-311		02-50-401-311	303.11
TOTAL WATER FUND			\$61,945.93

VILLAGE OF WILLOWBROOK

RUN DATE: 10/21/09

BILLS PAID REPORT FOR OCTOBER, 2009

PAGE: 6

RUN TIME: 02:11PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	10/27 CK# 73980	\$1,911.82
6824 ADVERTISING 03-435-317	03-53-435-317	911.82
SEPTEMBER 09 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$1,911.82

VILLAGE OF WILLOWBROOK

RUN DATE: 10/21/09

BILLS PAID REPORT FOR OCTOBER, 2009

PAGE: 7

RUN TIME: 02:11PM

WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NEE-CORP (2293)	10/27 CK# 74003	\$2,500.00
NE-129 WATER MAIN EXTENSIONS 09-440-601	09-65-440-601	1,250.00
NE-133 WATER MAIN EXTENSIONS 09-440-601	09-65-440-601	1,250.00
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$2,500.00

VILLAGE OF WILLOWBROOK

RUN DATE: 10/21/09

BILLS PAID REPORT FOR OCTOBER, 2009

PAGE: 8

RUN TIME: 02:11PM

CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TAMELING GRADING (1836)	10/27 CK# 74015	\$250.00
TG5/SEPT VILLAGE HALL GARAGE RENOVATION 10-68-540-416	10-68-540-416	250.00
TOTAL CAPITAL PROJECT FUND		\$250.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR OCTOBER, 2009

RUN DATE: 10/21/09

SUMMARY ALL FUNDS

RUN TIME: 02:11PM

BANK ACCOUNT	DESCRIPTION	AMOUNT
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	61,525.40 *
02-110-105	WATER FUND-CHECKING 0010330283	61,945.93 *
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	1,911.82 *
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	2,500.00 *
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	250.00 *
TOTAL ALL FUNDS		128,133.15 **

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> MOTION TO APPROVE – 2009 MFT ROADWAY MAINTENANCE PROGRAM: PAYOUT #1 – PARTIAL PAYMENT, CROWLEY-SHEPPARD ASPHALT CO.	<b>AGENDA NO.</b> 42  <b>AGENDA DATE:</b> <u>10/26/09</u>
--	---

<b>STAFF REVIEW:</b> Tim Halik, Director of Municipal Services	<b>SIGNATURE:</b> <u>TE Halik</u>
<b>LEGAL REVIEW:</b> N/A	<b>SIGNATURE:</b> _____
<b>RECOMMENDED BY VILLAGE ADMIN.:</b>	<b>SIGNATURE:</b> <u>[Signature]</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

At its regular meeting on September 14, 2009, the Village Board approved a contract with Crowley-Sheppard Asphalt Company to complete the 2009 MFT Roadway Maintenance Program. This year's program consists of significant roadway patching, crack sealing, replacement of worn pavement markings, and parking area sealcoating and restriping at various locations throughout town. After IDOT approval was received and 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.

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

Given a portion of the work is now completed, the contractor has submitted a request for partial payment. The request was forwarded to the Village Engineering Consultant for review and approval. A copy of their written recommendation to authorize Payment #1 – Partial Payment is attached. The following is a breakdown of the project costs to date:

TOTAL INVOICED AMOUNT:	\$59,400.00	
Less 10% Retainage:	\$5,940.00	
	-----	
Payout #1 Request:	\$53,460.00	

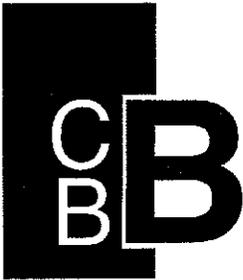
Staff would recommend that the Village President and Board of Trustees authorize Payout #1 – Partial Payment to Crowley-Sheppard Asphalt Company in the amount of \$53,460.00. The authorized payment amount would be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
MFT	04-56-430-684	Street Maintenance Contract	\$90,000.00

Once IDOT has approved the final project paperwork, the retainage amount will be released.

**ACTION PROPOSED:**

Approve motion.



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

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

October 21, 2009

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527

Attention: Tim Halik

Subject: 2009 MFT – Partial Pay Request #1  
(CBBEL Project No. 90-144 H109)

Dear Tim:

As requested in your email dated October 20, 2009, we have reviewed Pay Request #1 from Crowley-Sheppard Asphalt Co. and dated September 30, 2009. Work on this pay request includes 1080 SY of patching on various streets. We understand that Village staff has verified the quantity and quality of work. Therefore, it is our opinion that it would be appropriate for the Village to pay the invoice in the amount of \$53,460, which is 90% of the completed work.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

**RECEIVED**

**OCT 21 2009**

**VILLAGE OF WILLOWBROOK  
MUNICIPAL SERVICES DEPT.**

**CROWLEY - SHEPPARD ASPHALT CO.**

6525 WEST 99th STREET • P.O. BOX 157  
 CHICAGO RIDGE, ILLINOIS 60415  
 (708) 499-2900 • FAX (708) 499-3106

**INVOICE**

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
September 30, 2009	09-047	#44162
P.O. NUMBER	WORK ORDER NO.	SHIP DATE

TO: Village of Willowbrook  
 7760 Quincy St.  
 Willowbrook, IL 60527

JOB SITE: Willowbrook  
 Section #09-00000-02-CM  
 Estimate #1

OCT -6 2009

SALES PERSON	TERMS	SHIP VIA	F.O.B.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
45100200	Crack Filling	-0-	LB	1.50	-0-
N/A	Seal Coating	-0-	S.F.	.20	-0-
N/A	Class D Patch, Surface Special 6"	1,080	S.Y.	55.00	59,400.00
8000200	Thermoplastic Pavement Marking-Line 4" (White-Skip Dash)	-0-	L.F.	.60	-0-
8000200	Thermoplastic Pavement Marking Line 4" (Yellow)	-0-	L.F.	.60	-0-
8000400	Thermoplastic Pavement Marking Line 6" (White-Solid)	-0-	L.F.	.90	-0-
8000600	Thermoplastic Pavement Marking Line 12" (White)	-0-	L.F.	1.80	-0-
8000650	Thermoplastic Pavement Marking-Line 24" (White Stop Bar)	-0-	L.F.	3.75	-0-
8000100	Thermoplastic Pavement Marking Letters & Symbols	-0-	S.F.	3.75	-0-
					\$59,400.00
LESS 10% RETENTION					5,940.00
					\$53,460.00

**RECEIVED**

OCT -6 2009

VILLAGE OF WILLOWBROOK  
 MUNICIPAL SERVICES DEPT.

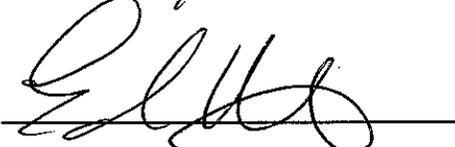
# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION CREATING SET HOURS FOR HALLOWEEN SOLICITATION

**AGENDA NO.** 4e**AGENDA DATE:** 10/26/09**STAFF REVIEW:** Ed Konstanty**SIGNATURE:** **LEGAL REVIEW:** N/A**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

During the Public Safety Committee meeting on January 9, 1994 the need for solicitation hours was discussed. It was decided that the Village did not need an ordinance regulating Halloween solicitation. However, the idea of a Resolution passed yearly to set solicitation hours was discussed and endorsed. The resolution would accommodate the day of the week that Halloween fell upon. A resolution has been passed by the President and Board of Trustees since this date. The hours for Halloween solicitation set by the resolution would be published in the Village newsletter as well as the local paper.

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

The Public Safety Committee recommends the hours for Halloween solicitation be set for Saturday, October 31, 2009 from 3:00 p.m. - 7:00 p.m.

**ACTION PROPOSED:**

Adopt Resolution.

A RESOLUTION CREATING SET HOURS FOR  
HALLOWEEN SOLICITATION

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WHEREAS, the Village of Willowbrook is interested in protecting the safety and welfare of young children soliciting on the holiday of Halloween and in preserving the spirit of Halloween for young children; and

WHEREAS, the holiday of Halloween usually leads to an increase in vandalism due to the presence of unsupervised juveniles roaming through the Village of Willowbrook; and

WHEREAS, the Village of Willowbrook is interested in reducing vandalism and crime and in protecting the property and peace of mind of Willowbrook residents; and

WHEREAS, a need for set solicitation hours was identified by the Village Staff in recognition that Village action is needed but that an Ordinance is unnecessary; and

WHEREAS, it was recommended by the Village Staff to set solicitation hours between the hours of 3:00 p.m. and 7:00 p.m. on Saturday, October 31, 2009; and

NOW, THEREFORE, BE IT RESOLVED, that the President and Board of Trustees of the Village of Willowbrook set the hours of Halloween solicitation to be 3:00 p.m. to 7:00 p.m. on Saturday, October 31, 2009.

ADOPTED AND APPROVED by the President and Board of Trustees of  
the Village of Willowbrook on this \_\_\_\_\_ day of October 2009.

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

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

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AUTHORIZING THE DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK

AGENDA NO. 42

AGENDA DATE: 10/26/09

*Chief Ed Konstanty*

STAFF REVIEW: EDWARD KONSTANTY

SIGNATURE: \_\_\_\_\_

LEGAL REVIEW:

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: [Signature]

REVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A

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

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

Staff has compiled a list of Village owned property deemed surplus property ready for disposal:

MAKE	MODEL	COLOR	SERIAL #
TREK	Antelope (M)	GREEN	T3CE03428BTO
TREK	800 MTN BKE (M)	BLUE	GX651906
ROADMASTER	MT. SPORT (M)	BLUE	SNFSD06J25165
NEXT	ALL-TERRAIN (G)	PUR/SIL	O1TD3030279
HUFFY	DAYTONA (M)	BLUE	366449181433H1257
MAGNA	FUGITIVE (M)	BLUE	97TD766908
BMX	MONGOOSE (B)	GOLD	SNACE07F06038
Roadmaster	Mt. Fury (B)	RED	SNFSD05E09108
NEXT	All-Terrain (B)	Blu/Sil	MKC02TD03509
ROADMASTER	MCSPORT SX (G)	PURPLE	SNFSD09EB2
DIAMONDBACK	GIRLS	PURPLE	05L0085872
PACIFIC	PLATINUM (G)	BLUE	SNFSD05C88487
MAGNA	GREAT DIVIDE (M)	BLUE	TD2089012324

Staff recommends the Village President and Board of Trustees pass the ordinance authorizing the disposal of this surplus property.

**ACTION PROPOSED:**

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 09-0- 23

AN ORDINANCE AUTHORIZING THE DISPOSAL OF  
PERSONAL PROPERTY OWNED BY THE VILLAGE OF  
WILLOWBROOK

---

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 President and Board of Trustees of the Village of Willowbrook to dispose of said personal property.

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

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

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

the Village of Willowbrook in any manner he deems appropriate, with or without advertisement.

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

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

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

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

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

## EXHIBIT A

Make	Model	Color	Serial #
TREK	Antelope (M)	GREEN	T3CE03428BTO
TREK	800 MTN BKE (M)	BLUE	GX651906
ROADMASTER	MT. SPORT (M)	BLUE	SNFSD06J25165
NEXT	ALL-TERRAIN (G)	PUR/SIL	O1TD3030279
HUFFY	DAYTONA (M)	BLUE	366449181433H1257
MAGNA	FUGITIVE (M)	BLUE	97TD766908
BMX	MONGOOSE (B)	GOLD	SNACE07F06038
ROADMASTER	MT. FURY (B)	RED	SNFSD05E09108
NEXT	ALL-TERRAIN (B)	BLU/SIL	MKC02TD03509
ROADMASTER	MCSPORT SX (G)	PURPLE	SNFSD09EB2
DIAMONDBACK	GIRLS	PURPLE	05L0085872
PACIFIC	PLATINUM (G)	BLUE	SNFSD05C88487
MAGNA	GREAT DIVIDE (M)	BLUE	TD2089012324

# Village of Willowbrook

## Proclamation

**WHEREAS**, on April 2, 1985, when her husband was elected to the position of Village President Theresa "Terry" Noose became the first lady of the Village of Willowbrook. This was a role that she took to heart and was a wonderful spokesperson for the Willowbrook community with her wit and wisdom but particularly with her volunteer endeavors; and

**WHEREAS**, Theresa Noose served as a trustee of the Willowbrook Library from 1980 to 1988. While serving as trustee she oversaw the merger of the Willowbrook and Darien libraries into the Indian Prairie Public Library in 1988; and

**WHEREAS**, Theresa Noose continued to serve as trustee of the Indian Prairie Library until 1991. She returned to serve again as trustee from 1996 to 2009; and

**WHEREAS**, during her service to the Indian Prairie Library she held the position of Vice President from 2005 to 2009 and was the chair of numerous library committees over the years; and

**WHEREAS**, Theresa Noose played a major role in the planning and building of the current library facility and donated countless hours to bring excellent library services to the Willowbrook community. The Willowbrook community will continue to benefit from her contributions for years to come.

**NOW, THEREFORE, I, ROBERT A. NAPOLI**, President of the Village of Willowbrook, do hereby express my gratitude to Theresa Noose and recognize her many years of dedicated service to the Village of Willowbrook and its citizens and businesses. I call upon the Board of Trustees, staff and people of the Village of Willowbrook to remember Theresa Noose for her devotion to her family and the years of dedicated service to the Willowbrook community.

Proclaimed this 26th day of October, 2009.

---

Village President

Attest:

---

Village Clerk

# The Village of WILLOWBROOK

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

September 25, 2009

**Robert A. Napoli**

Mr. Mike Fabian  
6810 Adams St  
Willowbrook Il 60527

Village Clerk

Re: Account No. 211525.002  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Mr. Fabian:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$100.71. 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, 2009, will result in the immediate termination of your water service.

**Dennis Baker**

**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.

**Timothy McMahon**

**Michael Mistele**

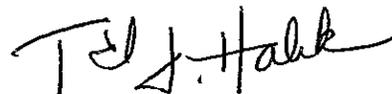
**Sandra O'Connor**

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

**Paul Schoenbeck**

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:pkp

# The Village of WILLOWBROOK

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

**Robert A. Napoli**

Village Clerk

**Leroy R. Hansen**

Village Trustees

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

September 25, 2009

Ms. Ann Filipski  
6340 Wesley Road  
Willowbrook II 60527

Re: Account No. 252375.000  
Delinquent Water Bill

Dear Ms. Filipski:

Please be advised that your water bill is now delinquent in the amount of \$101.39. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before October 26, 2009, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 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:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

**Robert A. Napoli**

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**Leroy R. Hansen**

Village Trustees

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

September 25, 2009

Mr. & Mrs. Brian J. Harris  
6330 Tremont Rd  
Willowbrook Il 60527

Re: Account No. 252690.000  
Delinquent Water Bill

Dear Mr. & Mrs. Harris:

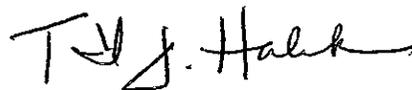
Please be advised that your water bill is now delinquent in the amount of \$186.52. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all 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, 2009, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 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:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

**Robert A. Napoli**

Village Clerk

**Leroy R. Hansen**

Village Trustees

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

September 25, 2009

Mr. & Mrs. George Schwertfeger  
6306 Martin Dr  
Willowbrook Il 60527

Re: Account No. 250075.000  
Delinquent Water Bill

Dear Mr. & Mrs. Schwertfeger:

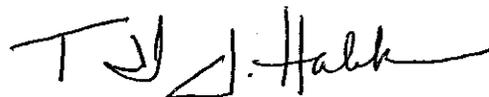
Please be advised that your water bill is now delinquent in the amount of \$146.14. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all 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, 2009, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 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:pkp

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

September 25, 2009

**Robert A. Napoli**

Worldwide Transmission Group  
585 Executive Dr  
Willowbrook Il 60527

Village Clerk

Re: Account No. 410210.004  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Sir or Madam:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$346.76. 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, 2009, will result in the immediate termination of your water service.

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

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**

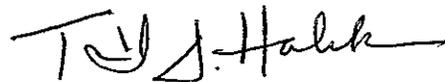
**Sandra O'Connor**

**Paul Schoenbeck**

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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:pkp

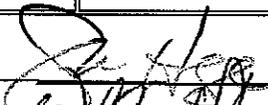
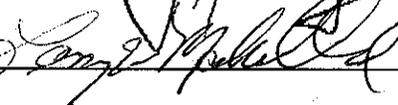
# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT – VILLAGE OF CLARENDON HILLS

**AGENDA NO.** 8**AGENDA DATE:** 10/26/09**STAFF REVIEW:** Sara A. Hage, Planner**SIGNATURE:** **LEGAL REVIEW:** William Hennessy**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  Municipal Services 9/14/09 NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

On 9/14/09, the Municipal Services Committee reviewed and discussed the Boundary Line Agreement with the Village of Clarendon Hills and authorized staff to present it to the Village Board for consideration. On October 12<sup>th</sup>, the Village Board directed staff to work with the Village Attorney to prepare an ordinance authorizing the execution of the Boundary Line Agreement.

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

On the recommendation of the Village Board, staff worked with the communities of Clarendon Hills and Darien to renew Boundary Line Agreements that are set to expire at the end of this year. During the negotiations, staff conducted an internal review of the Boundary Lines and the opportunities and challenges presented by the Agreements. Ultimately, staff consensus was that the current Boundary Lines and terms of the existing Agreements satisfy the needs of each of the communities and provide for logical future municipal boundaries and areas of municipal authority between our respective corporate limits. The renewing agreements take substantially the same form as the expiring agreements.

**PUBLIC COMMENT**

No public comments have been received regarding the Agreements.

**ACTION PROPOSED:**

Approval of the ordinance and execution of the Boundary Line Agreement.

ORDINANCE NO. 09-O \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT – VILLAGE OF CLARENDON HILLS**

---

WHEREAS, Willowbrook and Clarendon Hills are units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

WHEREAS, Illinois Revised Statutes, 1987, as amended, Chapter 24, Section 11-12-9, provides that if unincorporated territory is within one and one-half (1-1/2) miles of two (2) or more municipalities that have adopted official comprehensive plans, the corporate authorities involved may agree upon a line which shall mark the boundaries of the jurisdiction of each of the corporate authorities who have adopted such agreement; and,

WHEREAS, Willowbrook and Clarendon Hills have negotiated the terms of an Intergovernmental Jurisdictional Boundary Line Agreement, a copy of which is attached hereto as Exhibit "A" and is, by this reference, incorporated herein; and,

WHEREAS, Willowbrook desires to enter into said Intergovernmental Jurisdictional Boundary Line Agreement as an exercise of its intergovernmental cooperation authority under the constitution of Illinois, and its authority to enter into jurisdictional boundary agreements pursuant to Illinois Revised Statutes, 1987, as amended, Chapter 24, Sectional 11-12-9.

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

**SECTION ONE:** That the recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Ordinance.

**SECTION TWO:** That the President and Village Clerk be and the same are hereby authorized and directed to execute that certain Intergovernmental Jurisdictional Boundary Line Agreement by and between the Village of Willowbrook and the Village of Clarendon Hills, a copy of which has previously been incorporated herein as Exhibit "A"

**SECTION THREE:** That the Village Clerk shall and is hereby directed to file with the DuPage County Recorder's Office a certified copy of this ordinance, together with a fully executed copy of the Intergovernmental Jurisdictional Boundary Line Agreement.

SECTION FOUR: That Ordinance No. 89-0-53 passed and approved November 27, 1989, be and the same is hereby repealed in its entirety.

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

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

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_.

APPROVED:

By: \_\_\_\_\_  
President

ATTEST:

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

ROLL CALL VOTE:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

## INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT

**THIS AGREEMENT (the "Agreement")**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the VILLAGE OF CLARENDON HILLS, DuPage County, Illinois ("CLARENDON HILLS") and the VILLAGE OF WILLOWBROOK, DuPage County, Illinois ("WILLOWBROOK"), (CLARENDON HILLS and WILLOWBROOK being sometimes referred to herein individually as a "Party" and collectively as the "Parties).

### WITNESSETH:

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and,

**WHEREAS**, 65 ILCS 5/11-12-5 authorizes municipalities to adopt an official comprehensive plan for the present and future development of the municipality; with any such comprehensive plan being made applicable, if the municipality so elects, by its terms, to land

situated within the municipality's corporate limits and contiguous territory not more than one and one-half (1 ½) miles beyond the corporate limits and not included in any other municipality, and designating land suitable for annexation to the municipality and the recommended zoning classification for such land upon annexation; and,

**WHEREAS**, 65 ILCS 5/11-12-9 authorizes the corporate authorities of municipalities that have adopted official comprehensive plans to agree upon boundaries for the exercise of their respective jurisdictions within unincorporated territory that lies within one and one-half (1 ½) miles of the boundaries of such municipalities; and,

**WHEREAS**, all notices as required by law have been given by the Parties hereto; with copies of the posted and published notices of CLARENDON HILLS and WILLOWBROOK being attached hereto as **Group Exhibit "A"** and made part hereof; and,

**WHEREAS**, unincorporated territory lies within one and one-half (1 ½) miles of the boundaries of CLARENDON HILLS and WILLOWBROOK; and,

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK have adopted official comprehensive plans making recommendations with respect to the development of the aforementioned unincorporated territory; said comprehensive plans being incorporated herein by reference; and,

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK recognize that the territory lying between their present municipal boundaries is an area in which issues related to open space preservation, flood control, population density, provision of public services, ecological and economic impact and multi-purpose developments are increasing in number and complexity; and,

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK, and their respective citizens, are vitally affected by the aforementioned issues, and efforts to address them and provide for the public health, safety and welfare and prosperity of the inhabitants of said municipalities will be enhanced by mutual action and intergovernmental cooperation; and,

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK recognize the need and desirability to provide for logical future municipal boundaries and areas of municipal authority between their respective corporate limits, in order to plan effectively and efficiently for growth management and potential development between their communities and the conservation of the available resources for all of their respective citizens; and,

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK, after due investigation and consideration, have determined to enter into an agreement providing for the establishment of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their respective boundaries; and,

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK have determined that the observance of the boundary line in future annexations by either municipality will serve the best interests of both communities; and,

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK have determined that in some instances it will be desirable and necessary for the power and authority conferred on one municipality to be exercised by the other; and,

**WHEREAS**, in preparing this Agreement, CLARENDON HILLS and WILLOWBROOK have given consideration to the natural flow of stormwater drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one Party; and,

**WHEREAS**, CLARENDON HILLS and WILLOWBROOK have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois of 1970, and the Illinois Intergovernmental Cooperation Act, and their authority to enter into jurisdictional boundary agreements pursuant to 65 ILCS 5/11-12-9;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual promises hereinafter contained, and other good and valuable consideration, the adequacy and sufficiency of which the Parties hereto acknowledge, CLARENDON HILLS and WILLOWBROOK agree as follows:

**SECTION 1: Incorporation of Recitals.** The recitals set forth herein above are incorporated herein by reference as substantive provisions of this Agreement.

**SECTION 2: Jurisdictional Boundary Line.** The boundary line between CLARENDON HILLS and WILLOWBROOK for the purpose of establishing their respective jurisdictions for land use planning, official map purposes, zoning, subdivision control and annexation of unincorporated territory, and other municipal purposes, all as hereinafter provided, shall be as depicted upon the map attached hereto as **Exhibit "B"** and made a part hereof and as legally described on **Exhibit "C"** attached hereto and made a part hereof (the "Boundary Line").

That portion of the unincorporated territory lying North of said Boundary Line shall be within the CLARENDON HILLS jurisdictional area as shown on **Exhibit "B"** (the "CH Area"). That portion of the unincorporated territory lying South of said Boundary Line shall be within the WILLOWBROOK jurisdictional area as shown on **Exhibit "B"** (the "W Area").

**SECTION 3: Exercise of Authority.** CLARENDON HILLS agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, official map jurisdiction, zoning authority or subdivision control authority within the W Area.

WILLOWBROOK agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, official map jurisdiction, zoning authority or subdivision control authority within the CH Area.

**SECTION 4: Statutory Zoning Objections.** This Agreement shall not be construed to limit or adversely affect the right of either CLARENDON HILLS or WILLOWBROOK to file a statutory objection to any proposed rezonings of unincorporated property within one and one-half (1 ½) miles of its corporate limits.

**SECTION 5: Annexation.** Both CLARENDON HILLS and WILLOWBROOK acknowledge that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The Boundary Line established pursuant to this Agreement was carefully studied and considered with respect to those matters heretofore set out in the recitals to this Agreement. Therefore, each of the Parties agrees not to annex any territory which is located in the other Party's jurisdictional area.

CLARENDON HILLS and WILLOWBROOK also agree to take all reasonable and appropriate actions to oppose any involuntary or court controlled annexation proceedings that propose to annex territory within either of their respective jurisdictional areas in a manner inconsistent with this Agreement.

In addition, CLARENDON HILLS and WILLOWBROOK each hereby agree that it waives any right to challenge or otherwise contest the validity of any annexation the other Party has affected, is effecting, or will effect in the future for territory located within the other Party's

jurisdictional area. CLARENDON HILLS and WILLOWBROOK further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other Party's past, current, or future annexations within the other Party's jurisdictional area or to disconnect from the other Party.

**SECTION 6: Utilities.** CLARENDON HILLS and WILLOWBROOK agree not to acquire, extend, construct, or maintain utilities within the other Party's jurisdictional area without the express written consent of the other Party. Further, CLARENDON HILLS and WILLOWBROOK agree not to wheel water through their respective municipal water systems into the jurisdictional area of the other Party without the express written consent of the other Party.

**SECTION 7: Comprehensive Plan.** With respect to territory within the CH Area which abuts the Boundary Line (after excluding any road right-of-way) as shown on **Exhibit "B"**, CLARENDON HILLS shall give thirty (30) days written notice to WILLOWBROOK prior to the approval of any amendment to the CLARENDON HILLS official comprehensive plan, an annexation agreement, or any other action which commits CLARENDON HILLS to a land use within the CH Area which substantially deviates from the CLARENDON HILLS official comprehensive plan.

With respect to territory within the W Area which abuts the Boundary Line (after excluding any road right-of-way) as shown on **Exhibit "B"**, WILLOWBROOK shall give thirty (30) days written notice to CLARENDON HILLS prior to the approval of any amendment to the WILLOWBROOK official comprehensive plan, an annexation agreement, or any other action which commits WILLOWBROOK to a land use within the W Area which substantially deviates from the WILLOWBROOK official comprehensive plan.

Upon request of the Party so notified, that Party shall be given a reasonable opportunity to review any such proposal and be heard on any such proposal by the corporate authorities of the Party giving such notice, prior to any final action thereon.

**SECTION 8: Outdoor Recreational Uses.** Notwithstanding any other provision of this Agreement, WILLOWBROOK and CLARENDON HILLS agree that any properties within their respective jurisdictional areas as heretofore specified may be used and/or developed for outdoor recreational purposes.

**SECTION 9: Road Rights-of-way.** Various highway and road rights-of-way are located on the Boundary Line established by this Agreement. In regard thereto, if any such right-of-way is annexed to either Party by operation of paragraph 65 ILCS 5/7-1-1, and such right-of-way is located in the other Party's jurisdictional area, the annexing Party shall transfer jurisdiction of such right-of-way to the other Party in accordance with State statute and the other Party shall accept such jurisdiction.

**SECTION 10: Binding Effect.** This Agreement shall be binding upon and shall apply only to the legal relationship between CLARENDON HILLS and WILLOWBROOK. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either CLARENDON HILLS and/or WILLOWBROOK insofar as such claims shall affect any municipality which is not a party to this Agreement.

**SECTION 11: Amendment.** Neither CLARENDON HILLS nor WILLOWBROOK shall directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect during the term hereinafter set forth until amended or changed in writing by the mutual agreement of both CLARENDON HILLS and WILLOWBROOK.

**SECTION 12: Partial Invalidity.** If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are deemed to be severable.

**SECTION 13: Term.** This Agreement shall be in full force and effect for a period of twenty (20) years from and after the date hereof. The term of this Agreement may be extended, renewed or revised at the end of the term, or any extension thereof, by further agreement of CLARENDON HILLS and WILLOWBROOK.

**SECTION 14: Notice and Service.** Any notice hereunder from either Party hereto to the other Party shall be in writing and shall be served by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

To CLARENDON HILLS:

Village of Clarendon Hills  
1 North Prospect Avenue  
Clarendon Hills, IL 60514  
Attn: Village Manager

To WILLOWBROOK:

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
Attn: Village Administrator

**SECTION 15: Repeal of Previous Agreement.** This Agreement shall supersede any previous boundary agreements between CLARENDON HILLS and WILLOWBROOK which are hereby repealed.

**SECTION 16: Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

**SECTION 17: Execution of Agreement, Recordation.** Each Party shall authorize the execution of this Agreement by an ordinance duly passed and approved. Certified copies of such ordinances and of this Agreement shall be recorded with the Recorder of Deeds for DuPage County and shall be made available in the respective Village Clerk's Offices.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

**VILLAGE OF CLARENDON HILLS**, an Illinois municipal corporation

By: \_\_\_\_\_  
President

ATTEST:

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

**VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation

By: \_\_\_\_\_  
President

ATTEST:

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

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Napoli, President of the VILLAGE OF WILLOWBROOK, and Leroy Hansen, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their 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 then and there acknowledged that he, as custodian of the corporate seal of said Village, 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas F. Karaba, President of the VILLAGE OF CLARENDON HILLS, and Dawn Tandle, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their 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 then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

**Group Exhibit "A"**

**Notices Posted and Published by Each Municipality**

LEGAL NOTICE

VILLAGE OF CLARENDON HILLS  
VILLAGE OF WILLOWBROOK

INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT

Notice is hereby given that the Village of Clarendon Hills and the Village of Willowbrook are considering the joint adoption of an Intergovernmental Jurisdictional Boundary Agreement (the "Agreement"). The proposed Agreement would provide for the limits of annexation by each of the municipalities and cooperation between the municipalities on certain planning and development related matters. The proposed Agreement is available for viewing at the Clarendon Hills Village Hall, 1 N. Prospect Avenue, Clarendon Hills, Monday through Friday, 9 a.m. to 5 p.m. and at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, Monday through Friday, 8:30 a.m. to 4:30 p.m. The municipalities will take action on the proposed Agreement at their respective Village Board meetings held between thirty (30) and one hundred twenty (120) days of this notice.

By order of the President and  
Board of Trustees  
Village of Clarendon Hills  
DuPage County, Illinois

---

Dawn M. Tandle, Village Clerk

By order of the President and  
Board of Trustees  
Village of Willowbrook  
DuPage County, Illinois

*Leroy Hansen*  
Leroy Hansen, Village Clerk

*Mary Ortyka*  
Deputy Clerk

Published:  
The Doings  
September 3, 2009

**Exhibit "B"**

**Map of Boundary Line**



Clarendon Hills — Willowbrook Boundary Line



Point of Beginning

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT – CITY OF DARIEN

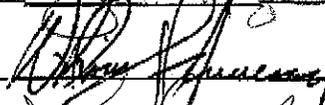
AGENDA NO. 9

AGENDA DATE: 10/26/09

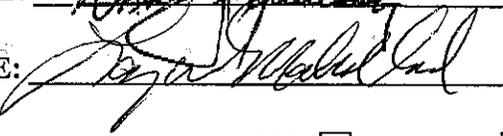
**STAFF REVIEW:** Sara A. Hage, Planner

**SIGNATURE:** 

**LEGAL REVIEW:** William Hennessy

**SIGNATURE:** 

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** 

**REVIEWED & APPROVED BY COMMITTEE:** YES  Municipal Services 9/14/09 NO  N/A

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

On 9/14/09, the Municipal Services Committee reviewed and discussed the Boundary Line Agreement with the City of Darien and authorized staff to present it to the Village Board for consideration. On October 12<sup>th</sup>, the Village Board directed staff to work with the Village Attorney to prepare an ordinance authorizing the execution of the Boundary Line Agreement. The Darien City Council has already authorized execution of the Agreement.

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

On the recommendation of the Village Board, staff worked with the communities of Clarendon Hills and Darien to renew Boundary Line Agreements that are set to expire at the end of this year. During the negotiations, staff conducted an internal review of the Boundary Lines and the opportunities and challenges presented by the Agreements. Ultimately, staff consensus was that the current Boundary Lines and terms of the existing Agreements satisfy the needs of each of the communities and provide for logical future municipal boundaries and areas of municipal authority between our respective corporate limits. The renewing agreements take substantially the same form as the expiring agreements.

**PUBLIC COMMENT**

No public comments have been received regarding the Agreements.

**ACTION PROPOSED:**

Approval of the ordinance and execution of the Boundary Line Agreement.

ORDINANCE NO. 09-O\_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT – CITY OF DARIEN**

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WHEREAS, Willowbrook and Darien are units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

WHEREAS, Illinois Revised Statutes, 1987, as amended, Chapter 24, Section 11-12-9, provides that if unincorporated territory is within one and one-half (1-1/2) miles of two (2) or more municipalities that have adopted official comprehensive plans, the corporate authorities involved may agree upon a line which shall mark the boundaries of the jurisdiction of each of the corporate authorities who have adopted such agreement; and,

WHEREAS, Willowbrook and Darien have negotiated the terms of an Intergovernmental Jurisdictional Boundary Line Agreement, a copy of which is attached hereto as Exhibit "A" and is, by this reference, incorporated herein; and,

WHEREAS, Willowbrook desires to enter into said Intergovernmental Jurisdictional Boundary Line Agreement as an exercise of its intergovernmental cooperation authority under the constitution of Illinois, and its authority to enter into jurisdictional boundary agreements pursuant to Illinois Revised Statutes, 1987, as amended, Chapter 24, Sectional 11-12-9.

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

SECTION ONE: That the recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Ordinance.

SECTION TWO: That the President and Village Clerk be and the same are hereby authorized and directed to execute that certain Intergovernmental Jurisdictional Boundary Line Agreement by and between the Village of Willowbrook and the City of Darien, a copy of which has previously been incorporated herein as Exhibit "A"

SECTION THREE: That the Village Clerk shall and is hereby directed to file with the DuPage County Recorder's Office a certified copy of this ordinance, together with a fully executed copy of the Intergovernmental Jurisdictional Boundary Line Agreement.

SECTION FOUR: That Ordinance No. 89-0-37 passed and approved October 9, 1989, be and the same is hereby repealed in its entirety.

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

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

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_.

APPROVED:

By: \_\_\_\_\_  
President

ATTEST:

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

ROLL CALL VOTE:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

## INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT

**THIS AGREEMENT**, the "Agreement", made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF DARIEN, DuPage County, Illinois ("DARIEN") and the VILLAGE OF WILLOWBROOK, DuPage County, Illinois ("WILLOWBROOK"),

### WITNESSETH:

**WHEREAS**, DARIEN and WILLOWBROOK are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and,

**WHEREAS**, 65 ILCS 5/11-12-5 authorizes municipalities to adopt an official comprehensive plan for the present and future development of the municipality; with any such comprehensive plan being applicable, if the municipality so elects, by its terms, to land situated within the municipality's corporate limits and contiguous territory not more than one and one-half (1 ½) miles beyond the corporate limits and not included in any other municipality, and

designating land suitable for annexation to the municipality and the recommended zoning classification for such land upon annexation; and,

**WHEREAS**, 65 ILCS 5/11-12-9 authorizes the corporate authorities of municipalities that have adopted official comprehensive plans to agree upon boundaries for the exercise of their respective jurisdictions within unincorporated territory that lies within one and one-half (1 ½) miles of the boundaries of such municipalities; and,

**WHEREAS**, all notices as required by law have been given by the parties hereto; with copies of the posted and published notices of DARIEN and WILLOWBROOK being attached hereto as Group Exhibit "A" and made part hereof; and,

**WHEREAS**, unincorporated territory lies within one and one-half (1 ½) miles of the boundaries of DARIEN AND WILLOWBROOK; and,

**WHEREAS**, DARIEN and WILLOWBROOK have adopted official comprehensive plans making recommendations with respect to the development of the aforementioned unincorporated territory; said comprehensive plans being incorporated herein by reference; and,

**WHEREAS**, DARIEN and WILLOWBROOK recognize that the territory lying between their present municipal boundaries is an area in which issues related to open space preservation, flood control, population density, provision of public services, ecological and economic impact and multi-purpose developments are increasing in number and complexity; and,

**WHEREAS**, DARIEN and WILLOWBROOK, and their respective citizens, are vitally affected by the aforementioned issues, and efforts to address them and provide for the public health, safety and welfare and prosperity of the inhabitants of said municipalities will be enhanced by mutual action and intergovernmental cooperation; and,

**WHEREAS**, DARIEN and WILLOWBROOK recognize the need and desirability to provide for logical future municipal boundaries and areas of municipal authority between their respective corporate limits, in order to plan effectively and efficiently for growth management and potential development between their communities and the conservation of the available resources for all of their respective citizens; and,

**WHEREAS**, DARIEN and WILLOWBROOK, after due investigation and consideration, have determined to enter into an agreement providing for the establishment of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their respective boundaries; and,

**WHEREAS**, DARIEN and WILLOWBROOK have determined that the observance of the boundary line in future annexations by either municipality will serve the best interests of both communities; and,

**WHEREAS**, DARIEN and WILLOWBROOK have determined that in some instances it will be desirable and necessary for the power and authority conferred on one municipality to be exercised by the other; and,

**WHEREAS**, in preparing this Agreement, DARIEN and WILLOWBROOK have given consideration to the natural flow of stormwater drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one municipality; and,

**WHEREAS**, DARIEN and WILLOWBROOK have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois of 1970, and the Illinois Intergovernmental

Cooperation Act, and their authority to enter into jurisdictional boundary agreements pursuant to 65 ILCS 5/11-12-9;

**NOW, THEREFORE,** in consideration of the foregoing recitals, the mutual promises hereinafter contained, and other good and valuable consideration, the adequacy and sufficiency of which the parties hereto acknowledge DARIEN and WILLOWBROOK agree as follows:

**SECTION 1: Incorporation of Recitals.** The recitals set forth herein above are incorporated herein by reference as substantive provisions of this Agreement.

**SECTION 2: Jurisdictional Boundary Line.** The boundary line between DARIEN and WILLOWBROOK for the purpose of establishing their respective jurisdictions for land use planning, official map purposes, zoning, subdivision control and annexation of unincorporated territory, and other municipal purposes, all as hereinafter provided, shall be as depicted upon the map attached hereto as **Exhibit "B"** and made a part hereof and as legally described on **Exhibit "C"** attached hereto and made a part hereof (the "Boundary Line").

That portion of the unincorporated territory lying North and East of said Boundary Line shall be within the WILLOWBROOK jurisdictional area as shown on **Exhibit "B"**. That portion of the unincorporated territory lying South and West of said Boundary Line shall be within the DARIEN jurisdictional area as shown on **Exhibit "B"**.

**SECTION 3: Exercise of Authority.** DARIEN agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, official map jurisdiction, zoning authority or subdivision control authority within the WILLOWBROOK jurisdictional area.

WILLOWBROOK agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, official map jurisdiction, zoning authority or subdivision control authority within the DARIEN jurisdictional area.

**SECTION 4: Subdivision Control.** In the event that either municipality's subdivision control authority cannot be exercised within its jurisdictional area as established by this Agreement because that municipality is not located within one and one-half (1 ½ ) miles of a proposed subdivision, and if the other municipality is located within one and one-half (1 ½ ) miles of said subdivision, then, in that event, each municipality hereby transfers its subdivision control authority to the other municipality pursuant to Section 10, Article VII of the Constitution of Illinois of 1970, in order that this subdivision control authority can be effected within the jurisdictional area of the appropriate municipality as defined herein. In the event that any court of law shall find that the transfer of subdivision control authority between units of local government is prohibited by law, then, if either municipality cannot exercise its subdivision control authority within its jurisdictional area because it is not located within one and one-half (1 ½ ) miles of said subdivision, and if the other municipality is located within one-and one-half (1 ½ ) miles of said subdivision, then the other municipality shall exercise subdivision control authority notwithstanding the boundaries established by this Agreement, in such manner, upon consideration of the advice of the former municipality, that is as close as legally possible under the latter municipality's subdivision control ordinance, to the former municipality's subdivision control ordinance.

**SECTION 5: Statutory Zoning Objections.** This Agreement shall not be construed to limit or adversely affect the right of either DARIEN or WILLOWBROOK to file a statutory

objection to any proposed rezonings of unincorporated property within one and one-half (1 ½) miles of its corporate limits.

**SECTION 6: Annexation.** Both DARIEN and WILLOWBROOK acknowledge that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The Boundary Line established pursuant to this Agreement was carefully studied and considered with respect to those matters heretofore set out in the recitals to this Agreement. Therefore, each municipality agrees not to annex any territory which is located in the other municipality's jurisdictional area.

DARIEN and WILLOWBROOK also agree to take all reasonable and appropriate actions to oppose any involuntary or court controlled annexation proceedings that propose to annex territory within either of their respective jurisdictional areas in a manner inconsistent with this Agreement.

In addition, DARIEN and WILLOWBROOK each hereby agree that it waives any right to challenge or otherwise contest the validity of any annexation the other municipality has affected, is effecting, or will effect in the future for territory located within the other municipality's jurisdictional area. DARIEN and WILLOWBROOK further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current, or future annexations within the other municipality's jurisdictional area or to disconnect from the other municipality.

**SECTION 7: Utilities.** DARIEN and WILLOWBROOK agree not to acquire, extend, construct, or maintain utilities within the other municipality's jurisdictional area without the express written consent of the other municipality. Further, DARIEN and WILLOWBROOK

agree not to wheel water through their respective municipal water systems into the jurisdictional area of the other municipality without the express written consent of the other municipality.

**SECTION 8: Comprehensive Plan.** With respect to territory within the DARIEN jurisdictional area which abuts the Boundary Line (after excluding any road right-of-way) as shown on **Exhibit "B"**, DARIEN shall give thirty (30) days written notice to WILLOWBROOK prior to the approval of any amendment to the DARIEN official comprehensive plan, an annexation agreement, or any other action which commits DARIEN to a land use within the DARIEN jurisdictional area which substantially deviates from the DARIEN official comprehensive plan.

With respect to territory within the WILLOWBROOK jurisdictional area which abuts the Boundary Line (after excluding any road right-of-way) as shown on **Exhibit "B"**, WILLOWBROOK shall give thirty (30) days written notice to DARIEN prior to the approval of any amendment to the WILLOWBROOK official comprehensive plan, an annexation agreement, or the approval of such other action which commits WILLOWBROOK to a land use within the WILLOWBROOK jurisdictional area which substantially deviates from the WILLOWBROOK official comprehensive plan.

Upon request of the municipality so notified, that municipality shall be given a reasonable opportunity to review any such proposal and be heard on any such proposal by the corporate authorities of the municipality giving such notice, prior to any final action thereon.

**SECTION 9: Road Rights-of-way.** Various highway and road rights-of-way are located on the Boundary Line established by this Agreement. In regard thereto, if any such right-of-way is annexed to either municipality by operation of paragraph 65 ILCS 5/7-1-1, and such right-of-way is located in the other municipality's jurisdictional area, the annexing municipality

shall transfer jurisdiction of such right-of-way to the other municipality in accordance with State statute and the other municipality shall accept such jurisdiction.

**SECTION 10: Binding Effect.** This Agreement shall be binding upon and shall apply only to the legal relationship between DARIEN and WILLOWBROOK. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either DARIEN and/or WILLOWBROOK insofar as such claims shall affect any municipality which is not a party to this Agreement.

**SECTION 11: Amendment.** Neither DARIEN nor WILLOWBROOK shall directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect during the term hereinafter set forth until amended or changed in writing by the mutual agreement of both DARIEN and WILLOWBROOK.

**SECTION 12: Partial Invalidity.** If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are deemed to be severable.

**SECTION 13: Term.** This Agreement shall be in full force and effect for a period of twenty (20) years from and after the date hereof. The term of this Agreement may be extended, renewed or revised at the end of the term, or any extension thereof, by further agreement of DARIEN and WILLOWBROOK.

**SECTION 14: Notice and Service.** Any notice hereunder from either party hereto to the other party shall be in writing and shall be served by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

To DARIEN:

City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Attn: City Administrator

To WILLOWBROOK:

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
Attn: Village Administrator

**SECTION 15: Repeal of Previous Agreement.** This Agreement shall supersede any previous boundary agreements between DARIEN and WILLOWBROOK which are hereby repealed.

**SECTION 16: Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

**SECTION 17: Execution of Agreement, Recordation.** Each municipality shall authorize the execution of this Agreement by an ordinance duly passed and approved. Certified copies of such ordinances and of this Agreement shall be recorded with the Recorder of Deeds for DuPage County and shall be made available in the respective City/Village Clerk's Offices.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the date first above written.

**CITY OF DARIEN**, an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation

By: \_\_\_\_\_

Mayor

ATTEST:

---

Village Clerk

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Napoli, President of the VILLAGE OF WILLOWBROOK, and Leroy Hansen, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their 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 then and there acknowledged that he, as custodian of the corporate seal of said Village, 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kathleen A. Weaver, Mayor of the CITY OF DARIEN, and Joanne F. Coleman, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

**Group Exhibit "A"**

Posted and published notices

LEGAL NOTICE

VILLAGE OF WILLOWBROOK  
CITY OF DARIEN

INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT

Notice is hereby given that the City of Darien and the Village of Willowbrook are considering the joint adoption of an Intergovernmental Jurisdictional Boundary Agreement (the "Agreement"). The proposed Agreement would provide for the limits of annexation by each of the municipalities and cooperation between the municipalities on certain planning and development related matters. The proposed Agreement is available for viewing at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, Monday through Friday, 8:30 a.m. to 4:30 p.m. The municipalities will take action on the proposed Agreement at their respective Village Board and City Council meetings held between thirty (30) and one hundred twenty (120) days of this notice.

By order of the President and  
Board of Trustees  
Village of Willowbrook  
DuPage County, Illinois

*Leroy Hansen*  
Leroy Hansen, Village Clerk

*Mary Danyla*  
Deputy Clerk

Published:  
The Doings  
September 3, 2009

**Exhibit "B"**

**Map of Boundary Line**



Darien—Willowbrook Boundary Line



Point of Beginning

Point of Termination

MINUTES OF THE PUBLIC SAFETY COMMITTEE REGULAR MEETING HELD ON SEPTEMBER 14, 2009  
AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

CALL TO ORDER

Trustee Schoenbeck called the meeting to order at the hour of 6:45 p.m.

ROLL CALL

Those present at roll call were Trustee Paul Schoenbeck, Chief Ed Konstanty and Deputy Chief Mark Shelton. ABSENT: Trustee Dennis Baker.

1. APPROVE MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING – ACTION

The Committee approved the Minutes for the Public Safety Committee meeting held on August 10, 2009.

2. APPROVE EXPENDITURE OVER \$1,000.00 – REPLACEMENT OF IN-CAR VIDEO CAMERA SYSTEM FOR SQUAD 54 – ACTION

The Committee reviewed the information on the purchase of a replacement in-car video camera for squad 54. Trustee Schoenbeck approved the expenditure and requested it be placed on the omnibus vote for the next scheduled board meeting noting the camera was already budgeted in fiscal year 2009/10.

3. REVIEW MONTHLY OFFENSE REPORT – AUGUST 2009 – INFORMATION

Chief Konstanty gave a brief summary of the monthly offense report for August.

4. REVIEW WEEKLY PRESS RELEASES – INFORMATION

The Committee reviewed the weekly press releases.

5. REVIEW OVERTIME REPORT FOR 07/28/09 to 08/23/09 – INFORMATION

The Committee reviewed the overtime report for 07/28/09 to 08/23/09. Trustee Schoenbeck inquired on how overtime was to be scheduled during Officer Polfliet's workman's compensation claim and Officer Kaspar's maternity light duty. Deputy Chief Shelton advised that there will be minimal coverage needed for the remainder of the 2009 schedules.

6. VISITOR'S BUSINESS

None presented.

7. ADJOURNMENT

The meeting was adjourned at 7:05 p.m.

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, SEPTEMBER 14, 2009 AT 6:30 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Trustee Tim McMahon on at 6:30 p.m.

**2. ROLL CALL**

Those present at roll call were Trustees, Tim McMahon, Sandra O'Connor, Interim Village Administrator Ed Konstanty, and Director of Finance Sue Stanish.

**3. APPROVAL OF MINUTES**

Minutes of the August, 31 2009 Regular Finance and Administration Committee were reviewed and approved.

**4. REVIEW MONTHLY REPORTS**

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

- Total cash outlay for all Village funds - \$623,512
- Average daily outlay of cash for all Village funds - \$20,113
- Average daily expenditures for the general fund (monthly basis) - \$216,480
- Average daily expenditures for the general fund - \$19,004

**5. REVIEW OF REVENUES - May 1, 2009 -August 31, 2009**

- Sales tax receipts - \$1,267,808 down 4.9% from the prior year. However compared to the FY 09-10 budget sales tax receipts are tracking about 1% above budget (May-September)
- Income Tax receipts - \$274,242 down 18.9% compared to the prior year. Compared to budget estimated to be down 16%
- Utility tax receipts - \$406,195 down 5.2% from the prior year - Compared to budget estimated to be down 6.7%
- Places of Eating Tax receipts - \$128,097 down 3.7% compared to the prior year
- Fines - \$66,518 down 13.9% compared with the prior year. The prior year receipts were high and staff anticipates that fines receipts will come in as budgeted at \$200,000
- Building Permit receipts - \$29,355 down 69% compared with the prior year
- Water sales receipts - \$527,157 down 7.2% compared with the prior year
- Hotel/Motel Tax receipts - \$23,886 down 30% compared with the prior

year

- Motor Fuel Tax receipts \$76,960 down 4.8% compared with the prior year

**6. REVIEW - FY 2010-11 Budget Schedule and Process**

Staff presented the budget schedule and that the same process would be followed as in prior years. The Committee agreed the process developed in past years was very effective and that it should be continued.

**7. REVIEW - List of Deferral Items**

The list was reviewed.

**8. VISIORTS BUSINESS**

There were no visitors in attendance at the meeting.

**9. ADJOURNMENT**

The meeting was adjourned at 7:05 p.m.