

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, JULY 26, 2010, 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. PRESENTATION - INDIAN PRAIRIE LIBRARY
5. EXECUTIVE SESSION
6. OMNIBUS VOTE AGENDA
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - July 12, 2010 (APPROVE)
 - c. Warrants - July 26, 2010 - \$292,985.36 (APPROVE)
 - d. MOTION TO APPROVE EXPENDITURE FOR FIAT CONTRIBUTION FOR FISCAL YEAR 2010/11 - \$3,500 (APPROVE)
 - e. MOTION TO APPROVE EXPENDITURE FOR THE DUPAGE COUNTY CHILDREN'S CENTER FOR FISCAL YEAR 2010/11 - \$3,000 (APPROVE)
 - f. PLAN COMMISSION RECOMMENDATION - 7675 Quincy Street: PROPOSED PARKING FACILITY VARIATIONS AND ADOPTION OF FINDINGS OF FACT (RECEIVE)
 - g. PLAN COMMISSION RECOMMENDATION - 7825 Quincy Street: PROPOSED PARKING FACILITY VARIATIONS AND ADOPTION OF FINDINGS OF FACT (RECEIVE)

NEW BUSINESS

7. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
8. DELINQUENT WATER BILLS
9. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 1, SECTION 1.5-5: TEMPORARY CHAIRMAN

10. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND TIMOTHY J. HALIK AS ITS VILLAGE ADMINISTRATOR AND DIRECTOR OF MUNICIPAL SERVICES
11. REPORT - WILLOWBROOK POLICE DEPARTMENT 2009 ANNUAL REPORT

PRIOR BUSINESS

COMMITTEE REPORTS

ATTORNEY'S REPORT

CLERK'S REPORT

ADMINISTRATOR'S REPORT

PRESIDENT'S REPORT

ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 12, 2010, 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 7:29 p.m. by Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Umberto Davi, Sandra O'Connor, Paul Schoenbeck and President Napoli. ABSENT: None. Also present were Clerk Leroy Hansen, Village Attorney William Hennessy, Interim Village Administrator Larry Maholland, Interim Village Administrator Megan Pierce, Director of Municipal Services Timothy Halik, Director of Finance Sue Stanish, Deputy Chief of Police Paul Oggerino, Administrative Intern Garrett Hummel and Executive Secretary Deborah Hahn.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. EXECUTIVE SESSION

MOTION: Made by Trustee Davi, seconded by Trustee Schoenbeck to recess into Executive Session at the hour of 7:34 p.m. to discuss:

- Personnel - Chapter 5 ILCS 120/2(c)(1) Consideration of a performance and compensation of a Specific Employee of the Village
- Chapter 5ILCS 120/2(c)(3) Regarding the Consideration of Discipline of an Occupant of a Public Office

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

MOTION DECLARED CARRIED

The Village Board reconvened the regular meeting at the hour of 9:05 p.m.

5. APPOINTMENT AND CORPORATE AUTHORITY'S ADVISE AND CONSENT TO THE PRESIDENT'S APPOINTMENT OF DEBORAH A. HAHN TO FILL THE POSITION OF DEPUTY CLERK

Clerk Hansen swore Deborah A. Hahn in as Deputy Clerk for the Village of Willowbrook.

6. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - June 28, 2010 (APPROVE)
- c. Minutes - Regular Board Meeting - June 14, 2010 (APPROVE)
- d. Minutes - Special Meeting of the President and Board of Trustees - Financial Planning Workshop May 17, 2010 (APPROVE)
- e. Warrants - July 12, 2010 - \$97,264.41 (APPROVE)
- f. Monthly Financial Report - June 30, 2010 - \$16,673,741.59 - (APPROVE)

President Napoli asked if any Board Member(s) wanted to remove any item(s) from the Omnibus Vote Agenda for discussion.

Clerk Hansen requested corrections to the following minutes: Item 6b - Minutes of the Regular Board Meeting dated 6-28-2010, on page 6, Item 17, - President's Report, paragraph 2, add "informed" and delete "advised" after "President Napoli". Last sentence of this paragraph add "also" after the word "was".

On page 7, second paragraph add "ed" after the word "contact" and add the word "for" after "Managers Association", and delete "with the".

Item 6c - Minutes of the Regular Board Meeting dated 6-14-2010, on page 2, 1st paragraph, line 6 delete the word "it" at the end of the line. Last paragraph insert "asked" after "Trustee O'Connor".

MOTION: Made by Trustee Schoenbeck, seconded by Trustee O'Connor, to approve the Omnibus Vote Agenda with noted corrections.

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

MOTION DECLARED CARRIED

NEW BUSINESS

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

None.

8. RESOLUTION - A RESOLUTION RECOMMENDING THAT THE VILLAGE BOARD ADOPT A RESOLUTION RELATED TO THE END OF LEASE BUY-OUT OF DELL COMPUTERS

President Napoli asked for a motion to adopt a Resolution to end the lease buy-out of the Dell computers.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Davi, to pass Resolution No. 10-R-30.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AWARDING THE FISCAL YEAR 2010-11 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO JAMES D. FIALA PAVING COMPANY, INC. IN THE AMOUNT OF \$191,689.00

President Napoli asked for a motion to adopt a Resolution to award the Fiscal Year 2010-11 Motor Fuel Tax Roadway Maintenance Program to James D. Fiala Paving Company, Inc. in the amount of \$191,689.00.

MOTION: Made by Trustee Davi, seconded by Trustee Baker, to pass Resolution No. 10-R-22.

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

MOTION DECLARED CARRIED

10. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Davi had no report.

Trustee O'Connor had no report.

Trustee Schoenbeck had no report.

11. ATTORNEY'S REPORT

Village Attorney Hennessy had no report.

12. CLERK'S REPORT

Clerk Hansen reported that the new recording/sound system is working well.

Clerk Hansen informed the Board of the Illinois Municipal League's annual conference which will be held on September 23-25, 2010 at the Hilton Chicago Hotel.

13. ADMINISTRATOR'S REPORT

Administrator Pierce had no report.

14. PRESIDENT'S REPORT

President Napoli asked for a Motion to promote Director of Municipal Services Tim Halik to the position of Village Administrator.

MOTION: Made by Trustee Mistele, seconded by Trustee Davi, to promote Director of Municipal Services Tim Halik to the position of Village Administrator.

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

MOTION DECLARED CARRIED

15. ADJOURNMENT

MOTION: Made by Trustee Baker, seconded by Trustee Kelly, to adjourn the regular meeting at the hour of 9:20 p.m.

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Village Board Minutes
July 12, 2010

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____, 2010

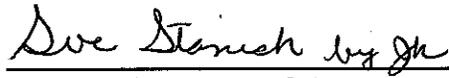
Village President

Minutes transcribed by Debbie Hahn.

WARRANTS

July 26, 2010

GENERAL CORPORATE FUND	-----	\$200,088.01
WATER FUND	-----	74,086.76
HOTEL/MOTEL TAX FUND	-----	6,672.58
MOTOR FUEL TAX FUND	-----	12,138.01
TOTAL WARRANTS	-----	\$292,985.36



Sue Stanish, Director of Finance

APPROVED:

Robert A. Napoli, Village President

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JULY, 2010

PAGE: 1

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	07/27 CK# 75672	\$30.00
2010630/JUN FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	30.00
ACE STORE NO. 11 (17)	07/27 CK# 75673	\$105.14
409134/4 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	11.57
409136/4 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	50.97
409157/4 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	11.65
409173/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	30.95
AFLAC (46)	07/27 CK# 75674	\$2,530.38
967933/JULY 10 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	597.78
967933/JULY 10 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,932.60
AKG FINANCIAL GROUP (1466)	07/27 CK# 75675	\$200.00
PERMIT #23 PARK PERMIT FEES 01-310-814	01-310-814	200.00
AL WARREN OIL CO (2205)	07/27 CK# 75676	\$3,687.66
1604391 GASOLINE INVENTORY 01-190-126	01-190-126	3,687.66
ARABIAN KNIGHTS FARMS (121)	07/27 CK# 75677	\$150.00
LITHUANIAN FEST REIMBURSEMENTS-POLICE SPECIAL DETAI	01-310-915	150.00
AT & T LONG DISTANCE (66)	07/27 CK# 75678	\$97.07
854192715 PHONE - TELEPHONES 01-420-201	01-10-455-201	97.07
AZAVAR AUDIT SOULUTIONS INC (158)	07/27 CK# 75679	\$470.30
8059/JULY 2010 UTILITY TAX 01-310-205	01-310-205	470.30
B.V. SANTIAGO CONSTRUCTION CO. (268)	07/27 CK# 75680	\$7,500.00
390 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	7,500.00
BARNACLE JOHN (191)	07/27 CK# 75681	\$85.00
PKNGFBI ACADEMY SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	85.00
BETSY MISTRETTA (1862)	07/27 CK# 75682	\$25.00
WL 71592 TRAFFIC FINES 01-310-502	01-310-502	25.00
BRIAN CICHY (1506)	07/27 CK# 75683	\$50.00
PICNIC KITS SUMMER RECREATION FEES 01-310-815	01-310-815	50.00
MARK CAPOSIENO (292)	07/27 CK# 75684	\$180.00
6 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	180.00
CHRIST OASIS MINISTRIES (1466)	07/27 CK# 75685	\$250.00
PERMIT #21 PARK PERMIT FEES 01-310-814	01-310-814	250.00
CHRISTOPHER B. BURKE (333)	07/27 CK# 75686	\$15,497.40
94719 REIMB.	01-40-820-259	2,344.50
94720 REIMB.	01-40-820-259	110.00
94721 REIMB.	01-15-520-254	440.00
94722 REIMB.	01-40-820-259	457.25
94724 REIMB.	01-40-820-259	934.70
94725 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	694.50
94726 REIMB.	01-40-820-254	110.00
94727 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	1,354.50
94728 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	220.00
94729 FEES - ENGINEERING 01-505-245	01-35-720-245	123.75
94730 REIMB.	01-40-820-259	584.50
94731 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	399.00
94732 REIMB.	01-40-820-259	144.50
94734 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	2,750.00
94735 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	3,355.00

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR JULY, 2010
 GENERAL CORPORATE FUND

RUN DATE: 07/21/10
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 CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
95027 FEES - ENGINEERING 01-505-245	01-35-720-245	1,475.20
CLARKE ENVIRONMENTAL (350)	07/27 CK# 75687	\$6,057.84
6331138/AUG 10 MOSQUITO ABATEMENT 01-775-259	01-35-760-259	6,057.84
CLASS ACT (351)	07/27 CK# 75688	\$115.00
ROPE WARRIORS CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	115.00
COMM ON ACCREDITATION FOR (367)	07/27 CK# 75689	\$194.50
286 UNIFORMS 01-451-345	01-30-630-345	64.50
381 POSTAGE & METER RENT 01-451-311	01-30-630-311	130.00
COMMONWEALTH EDISON (370)	07/27 CK# 75690	\$868.48
0423085170/JUL RED LIGHT - COM ED	01-30-630-248	61.44
0791026027/JUL RED LIGHT - COM ED	01-30-630-248	57.28
4215105154/JUL ENERGY - STREET LIGHT 01-530-207	01-35-745-207	612.06
4403140110/JUL ENERGY - STREET LIGHT 01-530-207	01-35-745-207	68.36
6863089003/JUL RED LIGHT - COM ED	01-30-630-248	69.34
CONCRETE CLINIC (376)	07/27 CK# 75691	\$131.42
193430 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	95.02
193447 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	36.40
DCPCSA (508)	07/27 CK# 75692	\$15.00
LAURIE SCHMITZ FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	15.00
DECATUR ELECTRONICS, INC. (453)	07/27 CK# 75693	\$555.95
192686 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	60.00
192687 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	60.00
192688 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	315.95
192689 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	60.00
192690 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	60.00
DELL MARKETING L P (458)	07/27 CK# 75694	\$7,333.04
EL0018563091001 E D P EQUIPMENT 01-445-641	01-10-485-641	1,225.76
EL0018563091001 EDP NEW EQUIPMENT 01-15-540-641	01-15-540-641	470.76
EL0018563091001 EDP EQUIPMENT 01-20-595-641	01-20-595-641	460.00
EL0018563091001 EDP EQUIPMENT 01-25-625-641	01-25-625-641	750.00
EL0018563091001 EDP NEW EQUIPMENT 01-485-641	01-30-680-641	3,400.00
EL0018563091001 EDP NEW EQUIPMENT 01-545-641	01-35-765-641	555.76
EL0018563091001 EDP NEW EQUIPMENT 01-570-641	01-40-835-641	470.76
DUPAGE COUNTY TREASURER (497)	07/27 CK# 75695	\$250.00
7802/JUNE 10 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE CNTY CHIEFS OF POL.ASSN. (504)	07/27 CK# 75697	\$50.00
OGGERINO FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	50.00
DUPAGE COUNTY (511)	07/27 CK# 75698	\$500.00
100 COUPONS TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
100 COUPONS SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE JUV OFCRS ASSN (523)	07/27 CK# 75699	\$20.00
505 - BARNACLE FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	20.00
DUPAGE MAYORS AND MGRS. CONF. (527)	07/27 CK# 75700	\$70.00
6410 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	70.00
FASTSIGNS (588)	07/27 CK# 75703	\$350.00
65-41402 OPERATING EQUIPMENT 01-451-401	01-30-630-401	350.00
FOREST AWARDS & ENGRAVING (623)	07/27 CK# 75704	\$26.50
72773 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	26.50

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR JULY, 2010
 GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
FOSTER'S TRUCK REPAIR (628) 23568 MAINTENANCE - VEHICLES 01-520-409	07/27 CK# 75705 01-35-735-409	\$30.00 30.00
FULLER'S CAR WASHES (642) 440/JUN 2010 GAS-OIL-WASH-MILEAGE 01-501-303	07/27 CK# 75706 01-35-710-303	\$30.95 30.95
GAME TIME, INC. (654) 786153 PARK LANDSCAPE SUPPLIES 01-610-341	07/27 CK# 75707 01-20-565-341	\$1,640.00 1,640.00
GATEWAY SRA (661) 1ST INSTALLMNT SPECIAL REC ASSOC PROGRAM DUES 01-630-518	07/27 CK# 75708 01-20-590-518	\$16,764.96 16,764.96
GORDON FLESCH (695) OTB770 COPY SERVICE 01-420-315	07/27 CK# 75709 01-10-455-315	\$172.31 172.31
W.W. GRAINGER (1999) 9286479838 OPERATING EQUIPMENT 01-540-401	07/27 CK# 75710 01-35-755-401	\$37.77 37.77
RUSSELL GRANDE (2142) 8 GAMES SUMMER PROGRAM MATERIALS & SERVICES	07/27 CK# 75711 01-20-575-119	\$240.00 240.00
HARRY'S SWEAT SHOP (760) 6/24/10 UNIFORMS 01-501-345	07/27 CK# 75712 01-35-710-345	\$59.50 59.50
DAVE HILBERT (781) 3 GAMES SUMMER PROGRAM MATERIALS & SERVICES	07/27 CK# 75713 01-20-575-119	\$90.00 90.00
HOME DEPOT COMMERCIAL (808) 2031530 BUILDING MAINTENANCE SUPPLIES 01-405-351 2031532 PARK LANDSCAPE SUPPLIES 01-610-341 3174969 PARK LANDSCAPE SUPPLIES 01-610-341 3174971 BUILDING MAINTENANCE SUPPLIES 01-405-351 5022778 OPERATING EQUIPMENT 01-540-401	07/27 CK# 75714 01-10-466-351 01-20-565-341 01-20-565-341 01-10-466-351 01-35-755-401	\$189.93 49.97 26.37 52.76 23.86 36.97
I.M.R.F. PENSION FUND (917) JULY 2010 SLEP PENSION 01-420-155	07/27 CK# 75715 01-10-455-155	\$1,885.91 1,885.91
I.R.M.A. (966) JUNE 2010 SCHOOLS-CONFERENCE TRAVEL 01-451-304	07/27 CK# 75716 01-30-630-304	\$330.00 330.00
ILLINOIS DIRECTOR OF (475) 2ND QTR 2010 EMPLOYEE BENEFIT - UNEMPLOYMENT INS 2ND QTR 2010 EMPLOYEE BENEFITS - UNEMPLOYMENT 2ND QTR 2010 UNEMPLOYMENT INS 2ND QTR 2010 EMPLOYEE BENEFIT - UNEMPLOYMENT INS 2ND QTR 2010 EMPLOYEE BENEFIT - UNEMPLOYMENT INS 2ND QTR 2010 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-501-144 2ND QTR 2010 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-551-144	07/27 CK# 75717 01-10-455-144 01-15-510-144 01-20-550-144 01-25-610-144 01-30-630-144 01-35-710-144 01-40-810-144	\$185.73 21.51 6.42 33.30 23.66 53.57 40.85 6.42
ILLINOIS GIRLS LACROSSE ASSN (2219) 177/SUMMER SUMMER PROGRAM MATERIALS & SERVICES	07/27 CK# 75718 01-20-575-119	\$336.00 336.00
ILLINOIS SHOTOKAN KARATE (909) 646/SPRING WINTER PROGRAM MATERIALS & SERVICES	07/27 CK# 75719 01-20-585-121	\$1,209.60 1,209.60
JACK PHELAN DODGE (2285) DOCS46150 MAINTENANCE - VEHICLES 01-451-409 DOCS46854 MAINTENANCE - VEHICLES 01-451-409	07/27 CK# 75720 01-30-630-409 01-30-630-409	\$7,376.43 6,631.65 744.78
JULIE, INC. (1018) 06101712/JUN J.U.L.I.E. 01-540-332	07/27 CK# 75721 01-35-755-332	\$147.00 147.00
KARA CO. INC. (1033) 263385 OPERATING EQUIPMENT 01-540-401	07/27 CK# 75722 01-35-755-401	\$142.80 59.16

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR JULY, 2010
 GENERAL CORPORATE FUND

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 CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
KARA CO. INC. (1033) CONTINUED ... 263774 REIMB.	01-35-755-401	83.64
KING CAR WASH (1057) 60 JUN 2010 GAS-OIL-WASH-MILEAGE 01-451-303 60 JUN 2010 GAS-OIL-WASH-MILEAGE 01-501-303 60 JUN 2010 GAS-OIL-WASH-MILEAGE 01-551-303	07/27 CK# 75723 01-30-630-303 01-35-710-303 01-40-810-303	\$442.00 307.00 7.50 127.50
DENNIS KOWSKE (1078) 4 GAMES SUMMER PROGRAM MATERIALS & SERVICES	07/27 CK# 75724 01-20-575-119	\$120.00 120.00
KRAMER TREE SPECIALISTS INC. (1080) 232476 TREE MAINTENANCE 01-535-338 232653 TREE MAINTENANCE 01-535-338 232654 LANDSCAPE MAINTENANCE SERVICES 01-610-342	07/27 CK# 75725 01-35-750-338 01-35-750-338 01-20-565-342	\$12,598.00 2,100.00 5,466.00 5,032.00
MEL KREJCI (1081) JUNE ASSGNMNTS SUMMER PROGRAM MATERIALS & SERVICES	07/27 CK# 75726 01-20-575-119	\$113.75 113.75
LASERCRAFT INC (2300) 22/JUNE 2010 RED LIGHT CAMERA FEES 01-30-630-247	07/27 CK# 75727 01-30-630-247	\$22,475.00 22,475.00
LEONARD DAVIS (1466) PERMIT #1 PARK PERMIT FEES 01-310-814	07/27 CK# 75728 01-310-814	\$200.00 200.00
MARK HOLMSTROM (1466) PERMIT #22 PARK PERMIT FEES 01-310-814	07/27 CK# 75730 01-310-814	\$200.00 200.00
MARQUARDT & BELMONTE P.C. (2259) 3373/JUNE RED LIGHT ADJUDICATOR 01-30-630-246	07/27 CK# 75731 01-30-630-246	\$442.50 442.50
DAVE MATTHEWS (1214) 4.5 GAMES SUMMER PROGRAM MATERIALS & SERVICES	07/27 CK# 75732 01-20-575-119	\$135.00 135.00
MIDLAND GROUP PROPERTY SERVICES (1265) 395 TREE MAINTENANCE 01-535-338	07/27 CK# 75733 01-35-750-338	\$467.50 467.50
NAT. CRIME PREVENTION COUNCIL (1340) 100461 OPERATING SUPPLIES 01-451-331	07/27 CK# 75734 01-30-630-331	\$702.00 702.00
ORKIN EXTERMINATING (1439) D2604360 JUL MAINTENANCE - BUILDING 01-405-228	07/27 CK# 75735 01-10-466-228	\$66.54 66.54
PAK MAIL CENTER (1459) 48128 POSTAGE & METER RENT 01-451-311	07/27 CK# 75736 01-30-630-311	\$10.95 10.95
PASSERO BUILDERS (1468) ROW CORLYN SUB COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109 RSTR CORLYN SUB COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	07/27 CK# 75737 01-210-109 01-210-109	\$9,700.00 7,200.00 2,500.00
PCS INTERNATIONAL (2201) 124702 E.D.P. SOFTWARE 01-25-615-212	07/27 CK# 75738 01-25-615-212	\$180.00 180.00
PETTY CASH C/O SUE STANISH (1492) 7/21/10 GAS-OIL-WASH-MILEAGE 01-05-410-303 7/21/10 CASH - OVER OR SHORT 01-420-505 7/21/10 SUMMER PROGRAM MATERIALS & SERVICES 7/21/10 SCHOOLS-CONFERENCE TRAVEL 01-451-304 7/21/10 OPERATING EQUIPMENT 01-451-401 CLKS MTG/OFFC GAS-OIL-WASH-MILEAGE 01-05-410-303 MEALS BK JAIL SUPPLIES 01-465-343	07/27 CK# 75739 01-10-455-355 01-10-455-505 01-20-575-119 01-30-630-304 01-30-630-401 01-05-410-303 01-30-650-343	\$178.52 21.40 0.86 8.09 42.69 21.98 33.50 50.00
PHILLIP'S FLOWERS (1498) 919574 PUBLIC RELATIONS 01-435-365	07/27 CK# 75740 01-10-475-365	\$267.90 267.90

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PIONEER PRESS (1512)	07/27 CK# 75741	\$219.20
100645450 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	147.20
319901/WB PD FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	32.00
633147/BAKER FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	40.00
DEAN PRITT (1542)	07/27 CK# 75742	\$120.00
4 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	120.00
PRO-TEK LOCK AND SAFE (1547)	07/27 CK# 75743	\$88.00
75739 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	88.00
PUBLIC SAFETY DIRECT INC (2309)	07/27 CK# 75744	\$343.99
21213 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	190.00
21249 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	153.99
RAGS ELECTRIC, INC (1585)	07/27 CK# 75745	\$248.17
7002 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	248.17
SAFARILAND LLC (2338)	07/27 CK# 75746	\$53.62
10-049391 OPERATING EQUIPMENT 01-451-401	01-30-630-401	53.62
GARY SCHIEFER (1683)	07/27 CK# 75747	\$90.00
3 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	90.00
SCOTT CONTRACTING INC (1682)	07/27 CK# 75748	\$830.00
383 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	830.00
SERVICE SANITATION INC (1697)	07/27 CK# 75749	\$293.00
6479457 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	01-05-420-368	200.00
6507213 RENT - EQUIPMENT 01-615-234	01-20-570-234	93.00
SHANE'S OFFICE SUPPLY CO (1700)	07/27 CK# 75750	\$579.00
262438 FURNITURE & OFFICE EQUIPMENT 01-501-405	01-35-710-405	579.00
SIEBERT E D TRUCKING (1715)	07/27 CK# 75751	\$636.75
E8529 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	636.75
SIGNS NOW (1717)	07/27 CK# 75752	\$33.75
SN195-38693 OFFICE SUPPLIES 01-420-301	01-10-455-301	33.75
SIKICH LLP (1722)	07/27 CK# 75753	\$13,297.00
118327SURVEY CONSULTING FEES	01-10-471-253	525.00
118510 CONSULTING FEES	01-10-471-253	11,279.50
118511/REFRDM STRATEGIC PLANNING 01-05-410-305	01-05-410-305	1,492.50
SOUTHWEST CENTRAL DISPATCH (1751)	07/27 CK# 75754	\$21,333.45
AUGUST RADIO DISPATCHING 01-483-235	01-30-675-235	21,333.45
SPORTSFIELD, INC. (1764)	07/27 CK# 75755	\$815.00
201668 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	815.00
SPRING-GREEN (1755)	07/27 CK# 75756	\$2,079.10
3887736 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	39.00
3902173 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	24.55
3902174 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	2,015.55
STAPLES (1767)	07/27 CK# 75757	\$102.43
8015827246 OFFICE SUPPLIES 01-420-301	01-10-455-301	118.44
8015827246 OFFICE SUPPLIES 01-501-301	01-35-710-301	-43.96
8015880662 OFFICE SUPPLIES 01-451-301	01-30-630-301	27.95
STERICYCLE INC (1772)	07/27 CK# 75758	\$47.96
400181480/JUL JAIL SUPPLIES 01-465-343	01-30-650-343	47.96

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SUBURBAN LIFE PUBLICATIONS (1805)	07/27 CK# 75759	\$1,618.62
5326 PERSONAL RECRUITMENT 01-420-131	01-10-455-131	1,485.00
5326 PRINTING & PUBLISH 01-420-302	01-10-455-302	133.62
T.P.I. (1886)	07/27 CK# 75760	\$7,724.04
4569/JUN REIMB.	01-40-820-258	6,713.04
4569/JUN PART TIME INSPECTOR 01-565-109	01-40-830-109	651.00
4569/JUN REIMB.	01-40-830-115	360.00
TAMELING GRADING (1836)	07/27 CK# 75761	\$3,784.40
TG5/JUNE LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	3,287.40
TG5/JUNE STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	497.00
TAMELING INDUSTRIES (1844)	07/27 CK# 75762	\$669.00
67677 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	147.00
67677 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	126.00
67814 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	396.00
THOMSON WEST (1871)	07/27 CK# 75763	\$774.00
820967588 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	774.00
TJ CONEVERA'S INC (1830)	07/27 CK# 75764	\$920.00
10-0945 AMMUNITION 01-451-346	01-30-630-346	920.00
TOM & JERRY'S SHELL SERVICES (1883)	07/27 CK# 75765	\$1,109.02
36269 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	93.00
42411 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
42425 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	194.94
42451 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
42467 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
42479 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
42482 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
42513 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
42514 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	209.27
42534 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	174.27
42597 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	69.54
42603 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	74.64
42605 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	74.41
42607 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
TRAFFIC CONTROL & PROTECTIONS (2337)	07/27 CK# 75766	\$713.10
5951 ROAD SIGNS 01-540-333	01-35-755-333	605.00
5952 ROAD SIGNS 01-540-333	01-35-755-333	108.10
UNIFIRST (1926)	07/27 CK# 75767	\$180.05
0610522995 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	180.05
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971)	07/27 CK# 75768	\$3,722.70
370110 FEES - LABOR COUNSEL 01-425-242	01-10-470-242	3,722.70
VERN GOERS GREENHOUSE INC (1969)	07/27 CK# 75769	\$63.00
7/10/10 - JUNE PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	63.00
VIDEO AND SOUND SERVICE INC (2230)	07/27 CK# 75770	\$148.00
66482 OPERATING EQUIPMENT 01-451-401	01-30-630-401	148.00
VILLA PARK MATERIAL CO. INC (1974)	07/27 CK# 75771	\$326.00
88025 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	326.00
WAREHOUSE DIRECT (2002)	07/27 CK# 75772	\$348.34
785853-0 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	76.00
785853-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	95.68

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR JULY, 2010
 GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WAREHOUSE DIRECT (2002) CONTINUED ...		
785853-0 OFFICE SUPPLIES 01-501-301	01-35-710-301	14.37
794562-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	162.29
794562-0 OFFICE SUPPLIES 01-501-301	01-35-710-301	51.15
C794562-0 OFFICE SUPPLIES 01-501-301	01-35-710-301	-51.15
WESTERN REMAC INC (2036)	07/27 CK# 75773	\$128.00
36536 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	128.00
WESTFIELD FORD (2028)	07/27 CK# 75774	\$530.97
111439 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	20.48
284043 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	492.39
284173 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	18.10
VILLAGE OF WESTMONT (2242)	07/27 CK# 75775	\$995.00
73939 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	995.00
WESTOWN AUTO SUPPLY COMPANY (2026)	07/27 CK# 75776	\$94.12
29781 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	31.44
30152 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	2.30
30164 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	4.66
30216 MAINTENANCE - VEHICLES 01-551-409	01-40-810-409	9.26
30299 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	46.46
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	07/27 CK# 75777	\$8,190.00
JUNE 2010 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	8,190.00
WILLOWBROOK FORD INC. (2056)	07/27 CK# 75778	\$275.00
8008366 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	275.00
TOTAL GENERAL CORPORATE FUND		\$200,088.01

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR JULY, 2010

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMMONWEALTH EDISON (370)	07/27 CK# 75690	\$171.37
4651111049/JUL ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	171.37
DELL MARKETING L P (458)	07/27 CK# 75694	\$670.00
EL0018563091001 EDP 02-440-695	02-50-440-695	670.00
DUPAGE WATER COMMISSION (521)	07/27 CK# 75701	\$66,600.15
8782/JUN 10 PURCHASE OF WATER 02-420-575	02-50-420-575	66,600.15
ESTATE OF DAVID REGNERY - COUNTRY HOUSE (2009)	07/27 CK# 75702	\$4.39
WR 07/16/10 OVER PAYMENT SENT TO CUSTOMER-DM REGNERY, DAVID UT# 252465.000	02-280-133	4.39
ILLINOIS DIRECTOR OF (475)	07/27 CK# 75717	\$40.85
2ND QTR 2010 EMPLOYEE BENEFITS - UNEMPLOYMENT	02-50-401-144	40.85
MACK COMMUNICATIONS (1182)	07/27 CK# 75729	\$6,600.00
JUNE WORK DUPAGE WATER COMM EXCHANGE ACCT 02-280-109	02-280-109	6,600.00
TOTAL WATER FUND		\$74,086.76

VILLAGE OF WILLOWBROOK

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	07/27 CK# 75696	\$6,672.58
7234 ADVERTISING 03-435-317	03-53-435-317	5,485.00
7235 ADVERTISING 03-435-317	03-53-435-317	187.58
JUNE 2010 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$6,872.58

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JULY, 2010

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MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	07/27 CK# 75686	\$12,138.01
94723 STREET MAINTENANCE CONTRACT 04-430-684	04-56-430-684	220.00
95050 LAPP PROJECT 04-56-430-685	04-56-430-685	11,918.01
TOTAL MOTOR FUEL TAX FUND.		\$12,138.01

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR JULY, 2010
SUMMARY ALL FUNDS

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BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	200,088.01	*
02-110-105	WATER FUND-CHECKING 0010330283	74,086.76	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	6,672.58	*
04-110-105	MOTOR FUEL TAX FUND-CHECKING 0010330283	12,138.01	*
TOTAL ALL FUNDS		292,985.36	**

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION TO APPROVE EXPENDITURE FOR F.I.A.T. CONTRIBUTION FOR FISCAL YEAR 2010/11

AGENDA NO. 6d

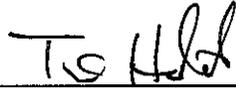
AGENDA DATE: 07/26/10

STAFF REVIEW: Mark Shelton

SIGNATURE: 

LEGAL REVIEW: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES X N/A _____

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

The Village of Willowbrook has been a member of the Felony Investigative Assistance Team (FIAT) since 1994. As you are aware, FIAT is composed of 16 municipalities including, Brookfield, Burr Ridge, Clarendon Hills, Darien, Downers Grove, Hinsdale, Lisle, Lombard, Oak Brook, Warrenville, Westmont, Willowbrook, Wood Dale, Woodridge and Winfield, who have entered into an Agreement for providing mutual aid and police services with each other.

Funding for FIAT is based upon a set fee, which is consistent for all communities. The fee of \$3,500.00 includes training for officers and new equipment for both FIAT and FIAT/ERT.

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

The Public Safety Committee requests the President and Board of Trustees approve the expenditure of \$3,500.00 to FIAT for the Village's 2010-11 contribution.

ACTION PROPOSED:

APPROVE MOTION.

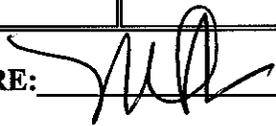
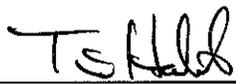
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION TO APPROVE EXPENDITURE FOR THE DUPAGE COUNTY CHILDREN'S CENTER FOR FISCAL YEAR 2010/11

AGENDA NO. *6e***AGENDA DATE:** 7/26/10**STAFF REVIEW:** Mark Shelton**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)**

The Willowbrook Police Department has been a contributing member of the DuPage County Children's Center since 1987. The police department has used their services on numerous occasions and has had successful results.

The specialty of the investigations of crimes against children is an area that local municipalities are not attainable by local police agencies. The DuPage County Children's Center has trained investigators that handle these crimes on a regular basis. They are experts in this field.

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

The Public Safety Committee recommends the President and Board of Trustees approve the expenditure of \$3,000.00 for the Village of Willowbrook's continued participation with the DuPage County Children's Center.

ACTION PROPOSED:

Approve Motion.



**DUPAGE COUNTY
CHILDREN'S CENTER**

INVOICE

INVOICE # WL001
DATE: JUNE 14, 2010

130 N. County Farm Road, Wheaton, Illinois 60187
Phone: (630) 407-2750 Fax: (630) 407-2751

TO Chief Mark Shelton
Willowbrook Police Department
7760 Quincy Street
Willowbrook, IL 60527

From: Patrick Dempsey, Director
DuPage County Children's Center

Please Mail to: Patricia Vail
Division Assistant
Email: Patricia.Vail@dupageco.org

ITEM	PERIOD	PAYMENT TERMS	DUE DATE
MUNICIPAL CONTRIBUTION	July 1, 2010- June 30, 2011	Due on receipt	August 1, 2010

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	MUNICIPAL CONTRIBUTION FOR THE DUPAGE COUNTY CHILDREN'S CENTER	\$3,000.00	\$3,000.00
SUBTOTAL			\$3,000.00
SALES TAX			n/a
TOTAL			\$3,000.00

OK NYS 01-30-630-242

Make all checks payable to DuPage County Children's Center
THANK YOU FOR YOUR CONTINUING COMMITMENT TO THE CHILDREN OF DUPAGE COUNTY!

2010

**INTERAGENCY AGREEMENT FOR
DUPAGE COUNTY CHILDREN'S CENTER**

THIS AGREEMENT, made and entered into this 25th day of March, 2010, by and between the County of DuPage, the DuPage County State's Attorney, and undersigned unit(s) of local government.

WHEREAS, in 1987, the Illinois Department of Children and Family Services, the DuPage County State's Attorney's Office and the Chairman of the DuPage County Board were participants in the first intergovernmental agreement confirming commitment to the multidisciplinary approach to child sexual abuse investigations in DuPage County and established the DuPage County Children's Advocacy Center (hereinafter "Children's Center."

WHEREAS, since 1987 when said Interagency Agreement was executed, member agencies have experienced and will continue to experience, structural changes which impact on the coordination of our efforts to address the problem of child sexual and severe physical abuse. This Interagency Agreement recognizes these changes and adds additional signatories to this important effort.

WHEREAS, this Agreement is entered into pursuant to the provisions of the Constitution of the State of Illinois, Art, VIII, 10; the "Intergovernmental Cooperation Act," 5 ILCS 220/3 and, the "Abused and Neglected Child Reporting Act," 325 ILCS 5/1 *et seq.* and 325 ILCS 15/1 *et seq.*

WHEREAS, the Children's Center shall be an agency responsible for investigating all reports of child sexual abuse made under this Agreement, except that each municipal police agency, retains the right to conduct any independent investigation within its jurisdiction in cooperation with the Children's Center, and in compliance with the Illinois Children's Advocacy Center Act (55 ILCS 80/1 *et seq.*).

NOW, THEREFORE, for and in consideration of the mutual undertaking as set forth herein, and other good and valuable considerations, the undersigned agencies, and the DuPage County Children's Advocacy Center, affirm their commitment to work together to address the problem of child sexual and severe physical abuse in DuPage County. The undersigned further agrees to follow a common protocol for investigating allegations, to commit the agencies resources necessary to effectuate these common goals, to seek to resolve any differences that might arise between the agencies and to give the highest priority to the welfare of the child victims as set forth herein subject to the following terms, conditions, and stipulations to wit: the receipt and sufficiency of which is hereby acknowledged:

I. PURPOSE

The undersigned elected officials, units of government, and agencies hereby agree to coordinate the investigation, prosecutorial components, and treatment of child sexual abuse and severe physical abuse. This unified system is designed to provide an effective multidisciplinary approach to reported incidents of child sexual abuse and severe physical abuse.

II. AUTHORITY

This Agreement is entered into pursuant to the provisions of the Constitution of the State of Illinois, Art, VIII, 10; the "Intergovernmental Cooperation Act," 5 ILCS 220/3 and, the "Abused and Neglected Child Reporting Act," 325 ILCS 5/1 *et seq.* and 325 ILCS 15/1 *et seq.*

The Children's Center shall be the agency responsible for investigating all reports of sexual abuse and severe physical abuse of children pursuant to protocol. However, each municipal police agency retains the right to conduct an investigation within its jurisdiction in cooperation with the Children's Center, and in compliance with the Illinois Children's Advocacy Center Act (55 ILCS 80/1 *et seq.*).

III. PROGRAM GOALS

The ultimate goals of the Children's Center shall be to:

- A. Insure the safety and minimize the trauma to victims of child abuse and their families as they turn to the justice system for protection.
- B. Provide a coordinated multidisciplinary approach to child abuse investigations and intervention.
- C. To seek justice not merely to convict.
- D. Insure victims receive support and advocacy throughout the judicial process.
- E. Insure that victims and their families receive appropriate treatment and social services to assist them in their healing.
- F. To provide professional training and community education.

IV. OPERATIONS

The Children's Center will investigate allegations of sexual abuse occurring in DuPage County based on the following guidelines:

- A. All cases of sexual abuse or assault to a child under 13 years of age.
- B. Cases of sexual abuse/assault to children under 18 years of age by a family member, caretaker, or person in a position of authority.
 - 1. Allegations of sex abuse or assault include: Sexual penetration, sexual molestation, sexual exploitation and sexually transmitted disease present in underage children.
 - 2. "Family member" is defined as a parent, grandparent, or child, whether by whole blood or adoption and includes a stepgrandparent, stepparent, or stepchild. "Family member" also means, where the victim is a child under 18 years of age, an accused who has resided in the household with such child continuously for at least one year.
- C. Cases of sexual abuse or assault to children between the ages of 13 and 17 by non-family members where there is an element of force or more than a 5 year age difference between the victim and the accused
- D. All cases of severe physical abuse or assault to children under 18 years of age committed by a family member, caretaker or person in a position of authority.
 - 1. Severe physical abuse or assault will usually include an injury that requires emergency room treatment or hospitalization.
 - 2. Allegations of severe physical abuse or assault may include, but not limited to:
 - Death
 - Brain Damage/Skull Fracture
 - Subdural Hematoma/Hemorrhage
 - Fractured Bones
 - Internal Injuries
 - 3rd Degree or Intentional Burns
 - Poison/Noxious Substances
 - Gunshot or Stabbing Injury
 - Torture
 - Other injuries on a case-by-case basis
- E. Child witnesses to violent crime

F. The Director shall have the discretion to accept cases referred to the Center other than those specified herein when, in the judgment of the Director, a determination is made that a case should be handled in a victim sensitive manner.

G. All other criminal investigations involving child victims or witnesses may be reviewed by the Director and/or the Supervisor of the State's Attorney's Office Domestic Violence Unit or Special Victims Unit to determine whether or not the case should be handled in a victim sensitive manner. When so deemed, Center personnel may conduct the necessary child interviews.

H. The Children's Center *will not* investigate sexual activity between children 10 years of age and under. The Center can provide service referrals if needed.

The Children's Center normal workdays and hours of operations are Monday through Friday from 8:00 a.m. until 4:30 p.m. An Investigator shall be available to respond to emergencies on a 24-hour basis.

The Children's Center shall be operated in accordance with the protocol and by-laws promulgated by the States Attorney's (and adopted by the Advisory Board).

V. ROLES OF PARTICIPATING AGENCIES

A. The DuPage County States Attorney

The States Attorney provides the following staff:

1. Director: The Director is responsible for the overall operations, coordination and administration of the Center.

2. Deputy Chief of Investigations: The Deputy Chief of Investigations screens and assigns cases according to protocol and provides direct supervision of the criminal investigators.

3. Criminal Investigators: The Criminal Investigator's responsibilities include but are not limited to the following:

- Ensuring immediate safety of children who are endangered in their surroundings
- Conducting or participating in victim sensitive interviews
- Arrange and conduct interviews of corroborative witnesses, including screening other children where indicated
- Collection and documentation of physical and testimonial evidence necessary for prosecution.
- Prepare and execute search warrants as needed
- Photograph crime scenes as needed

- Consult with medical professionals as needed
- Interview suspects and schedule polygraph tests as recommended by the team
- Process eavesdropping applications when appropriate
- Arrest of suspects who have committed crimes
- Notification to the respective child protection investigator of any arrest or when charges are filed.
- Providing testimony at Grand Jury and/or trials
- Screening Cases with State's Attorney's Office for approval of any criminal charges
- Rotate "on call" responsibilities to provide 24 hour availability to emergencies.

4. Case Manager(s): The case manager's responsibilities include but are not limited to the following:

- Crisis intervention and on going support
- Initial and on going needs assessments
- Coordinates and accompanies the victim and family through legal and medical systems
- Identifies community resources
- Appropriate referrals for needed services
- Collateral contact to relevant agencies in behalf of the victim and/or family
- Written notification of court dates and verbal reports on case status when needed
- Serves as a liaison with the Assistant States Attorney's
- Assists in arranging transportation to needed services, court hearings, appointments, etc.
- Assistance in filing compensation claims for medical expenses, counseling expenses, loss of property, loss of income due to court appearances, etc.
- Assistance in completing appropriate victim impact statements
- Coordinates on-site support groups for non-offending caregivers
- Participates in weekly team review meetings and shares information regarding the victim and/or family when the team makes decisions
- Input all contacts into the Center database for statistical and grant reporting

5. Prosecutors - The Assistant State's Attorney's responsibility is to seek justice by exercising his prosecutorial judgment, authority and discretion.

6. Support staff to meet the needs of the agency.

B. Department of Children and Family Services

The Illinois Department of Children and Family Services (DCFS) is the state agency mandated to investigate reports of child abuse and neglect (324 ILCS 5/1). DCFS operates the State Central Register which is a statewide toll-free number for reporting child abuse. The toll-free number is 1-800-252-2873. The Department is responsible for investigating all cases of alleged interfamilial sexual and serious child physical abuse or cases involving someone in the caretaking capacity. State Law requires the investigator to see the child within 24 hours or sooner. The state law also gives the Department the authority to take protective actions if the child is in danger of being harmed. Once the investigation has been concluded, the Department of Children and Family Services must make a finding regarding the allegation. The report can be "unfounded" or "indicated".

C. YWCA DuPage District

The YWCA agrees to accept appropriate referrals for sexual assault services. The YWCA is a rape crisis organization which is defined as an organization with the major purpose of providing information, counseling and psychological support to victims. The YWCA is not a participant in the criminal investigation but plays a part of the multidisciplinary process by providing treatment to the victim and non-offending caregivers. The YWCA agrees that services will not be refused due to a client's inability to pay. The YWCA will release information under the following situations:

- The counselor has an obligation to inform professionals if the victim threatens suicide. Depending on the circumstances, hospital psychiatric workers, the police, or the county Crisis Unit could be appropriate resources to contact.
- The counselor has an obligation to warn of a threat of potential harm (hurt or kill someone).
- The counselor must comply with the Abused and Neglected Child Reporting Act.
- The counselor may release information if the victim voluntarily waives their advocate's absolute confidentiality privilege.

D. Edward Hospital/Care Clinic

The Edward Hospital/Care Clinic will provide medical examinations for referred child victims.

The purpose of the medical examination is to:

- Assess the health and safety of the child
- Identify injury or trauma due to the presenting allegation or other forms of abuse

- Identifying any other medical conditions that may be present such as pregnancy or sexually transmitted diseases
- Collect and identify medical-legal evidence if present
- Reassure the adult caretaker and the child that the child is physically unharmed, if appropriate, or that injuries will be treated. The anticipated course of treatment shall be discussed with the child and caretaker
- Provide an opportunity for the child and caretaker to ask questions

With appropriate release of information forms completed, the physician will be requested to provide a preliminary verbal report and recommendation to the case manager after completion of the examination. The physician and/or case manager will report the findings to the team.

Team members will consult with medical providers on an as needed basis to review medical examinations and discuss case status.

Edward Hospital agrees to share information with the Children's Center in compliance with existing law. If necessary, medical professionals will be available to testify in court proceedings.

Edward Hospital/Care Clinic agrees to not deny treatment to any child referred by the Center for a medical/colposcopic examination due to inability to pay.

E. LOCAL LAW ENFORCEMENT

If a case is generated through the Department of Children and Family Services or other reporters, the appropriate law enforcement agency will be provided written notification that the Children's Center has opened a case in that jurisdiction. The local law enforcement agency will also be provided written notification of the final disposition.

Local law enforcement agencies shall open a case on any referrals generated through the municipality and fax same to the Children's Center. Local law enforcement may be requested to assist in the execution of search warrants, collection of physical evidence and mass interviews.

Local law enforcement will be provided with the DuPage County Children's Center Access Guidelines for daily reference.

VII. REVIEW TEAM MEETINGS

The Review Team shall meet weekly to plan and coordinate services for all cases at the center. The review team shall include the Children's Center staff (Director, Deputy Chief of Investigations, investigators, case managers and therapist), Assistant State's Attorneys, mental health providers, DCFS investigators and supervisors, and medical or social service treatment providers. Designees from local law enforcement jurisdictions are welcome to attend and act as a liaison to his/her department.

VIII. GENERAL FUNDING MECHANISMS

The DuPage County Children's Center shall be funded through contributions from signatories to intergovernmental agreements, DuPage County State's Attorney's Office, the County of DuPage, grants from the State of Illinois and the United States of America.

The not-for-profit agency, *Friends of DuPage County Children's Center*, provides funds for the non-governmental functions of the Center.

IX. MUNICIPAL CONTRIBUTIONS

Specifically, each municipal corporation agrees to make an annual contribution subject to annual budget approval by the city, based on municipal population and number of investigations. The contribution shall be payable on July 1st for each year. The contribution shall not be increased except upon approval from a simple majority of the Advisory Board members.

X. TERMINATION

This Agreement may be terminated by any party for any or no reason upon written notification to all other parties hereto. In the event of such a cancellation, all proceeds equipment or materials purchased by the terminating party shall revert to the County of DuPage or to the DuPage County State's Attorney as deemed appropriate by the DuPage County States Attorney or DuPage County.

XI. MISCELLANEOUS

Nothing in this agreement shall be construed to waive or qualify any common law or statutory privilege or immunity and there are no intended third party beneficiaries of this agreement. Nothing in this agreement shall affect the Illinois Department of Children and Family Services, the State's Attorney, or any other agency or person from carrying out any statutorily mandated duty.

Each agency participating in this agreement understands that it remains solely liable for the actions of its employees. Each agency agrees that there is no liability to the team by virtue of this agreement to coordinate services.

Each agency agrees to provide quality training in the specific area of child abuse expertise to employees assigned to or work with the victims of child abuse.

All personnel participating in the investigation, prosecution and treatment of child victims under this agreement, within the bounds allowed by law, agree to maintain confidentiality of all records and information gathered on all cases as outlined by statute.

All personnel further agree not to release any records or information on any case except as it relates to legitimate program operations of their agency.

This Agreement shall be binding for a period of five years from the below date of signature.

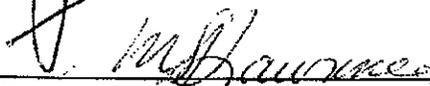
Joseph E. Bircht
(DuPage County State's Attorney)

March 17, 2010
Date

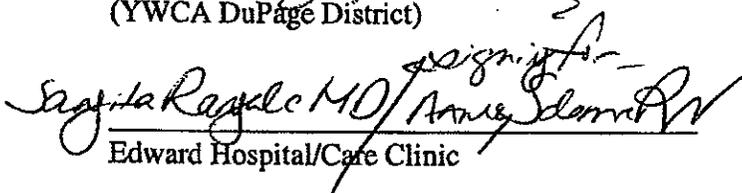
This Agreement shall be binding for a period of five years from the below date of signature.



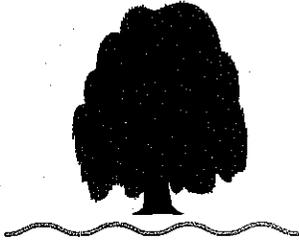
(DuPage County Board Chairman) 3-24-10
Date



(YWCA DuPage District) 3/30/10
Date



Edward Hospital/Cafe Clinic 3-29-2010
Date



Village of Willowbrook

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7760 Quincy Street
Willowbrook, IL 60527-5594

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Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

MEMORANDUM

MEMO TO: Robert Napoli, Village President
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: July 8, 2010

SUBJECT: Stone Wheel, 7675 Quincy
Variations in the M-1 Light Manufacturing District

At the regular meeting of the Plan Commission held on July 7, 2010, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commission Remkus seconded by Commissioner DeSarto, based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the President and Village Board adoption of the attached Finds of Fact for Zoning Variations/Stone Wheel, and approval of the request for the variations identified as part of Zoning Hearing Case Number 10-04 in substantial compliance with the documents attached to the staff report prepared for the July 7, 2010 meeting, subject to the final review and approval of all plans by the Village Engineer.

ROLL CALL: AYES: Commissioners DeSarto, Remkus, Soukup, Baker and Chairman Kopp; NAYS: None. ABSENT: Vice-Chairman Wagner.

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:jp

Meeting Date: July 26, 2010

Prepared By: Jo Ellen Charlton, AICP, Consulting Village Planner

Case Title: Stonewheel, 7675 Quincy, Zoning Hearing Case No. 10-04
Variations in the M-1 Light Manufacturing District Special Use to allow the expansion of an existing parking lot and construction of a new one-way drive with short term parallel parking

Petitioner: SGL Construction Services

Property Owner: Raymond P. Renehan (C/O Stone Wheel Inc.)

Location: 7675 Quincy

Property Size: 2.099 +/- Acres

Existing Zoning/Use: M-1 Special Use/Industrial with a 39 space parking lot and loading area

Proposed Zoning/Use: M-1 Special Use/Industrial with an expanded 44-space parking lot and new one-way drive with short term parallel parking

Surrounding Land Use:	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Industrial	M-1
<i>South</i>	Industrial	M-1
<i>East</i>	Industrial	M-1
<i>West</i>	Industrial	M-1/OR

Plan Commission Recommendation:

The Plan Commission held a public hearing and made a recommendation on this petition at their July 7, 2010 meeting. The following members were in attendance: Commissioners DeSarto, Remkus, Soukup, Baker and Chairman Kopp. Vice-Chairman Wagner was absent. A summary of the Plan Commission's discussion can be found on page 4. No one from the public had any questions or comments. The following motion by Remkus was seconded by DeSarto and approved by a unanimous 5-0-1 vote of the members present:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the President and Village Board adoption of the attached Findings of Fact For Zoning Variations/Stone Wheel, and approval of the request for the variations identified as part of Zoning Hearing Case Number 10-04 in substantial compliance with the documents attached to the staff report prepared for the June 7, 2010 meeting, subject to the final review and approval of all plans by the Village Engineer.

Action Requested: Receive Plan Commission Recommendation to **APPROVE** variations to expand an existing parking lot and to construct a new one-way drive with short term parallel parking

Staff Recommendation: Staff supports the Plan Commission's recommendation

Site Description:

The 2.099-acre site is located on the southeast corner of Quincy and Executive Drive, and is currently improved with a 59,025 square foot warehouse building. A 39 space parking lot is located on the west side of the building along the Quincy right-of-way, with access from Executive Drive. An existing 68' wide loading dock drive is located on the northeast side of the building, also with access from Executive Drive.

Development Proposal:

Stone Wheel Inc is a warehouse use that distributes car parts to independent repair shops. Parts are either delivered, or in many cases, repair shops travel to the site in small utility vehicles and pickup trucks to receive necessary automotive parts. Because the existing parking lot is often full with their employees, these customers tend to utilize the loading dock area to make these pick-ups, which create conflicts on Executive Drive when semis wait in the street when the loading dock is unavailable. Therefore, the plan includes the construction of a new one-way circle drive along Executive Drive between the loading dock and the parking lot entrance for short term parking by customers picking up parts.

The plan also provides for the construction of four new parking spaces in the front yard setback of the existing western parking lot to alleviate a shortage of parking for Stone Wheel employees. The business currently has 39 parking spaces to service a peak of 66 employees and up to 6 "guests" during any given day. It is not uncommon to find the spaces in this lot completely occupied, with others double parked behind cars or parallel parked against the building.

Comprehensive Plan:

The Village's Comprehensive Plan calls for industrial uses for the subject parcel and all surrounding parcels.

Analysis:

Appropriateness of Use: This property, and others in this area, were developed at a point in Willowbrook's history when different zoning standards were applied. Many of the properties are non-conforming with regards to bulk regulations, access, parking, loading and landscaping when compared to today's standards. This project includes no change in the use. It is merely trying to accommodate an existing use whose success is causing on-site parking and traffic management impacts on Executive Drive. Staff believes it is reasonable to consider variations that allow reasonable modifications to the site.

Bulk Regulations: As stated above, this site and many surrounding it are non-conforming when compared to today's standards. The variations required include only those that relate to the new work being completed.

Traffic Flow & Access: As stated above in "Development Proposal", the use of the loading dock area by customers traveling to the site to park for short term order pick ups creates conflicts in the Executive Drive right-of-way. If too many customers are parked in the loading dock area, semis that arrive to the site for deliveries are forced to stage in the Executive Drive right of way until the loading dock is cleared and they can maneuver back into the loading dock area. The proposed new one way drive with parallel parking will help alleviate this problem.

Parking: The Zoning Ordinance includes the following parking requirement for Warehouse" uses:

"4 parking spaces plus 1 parking space for each 1,500 square feet of floor area over 4,500 square feet or 1 parking space for each 1.5 employees as related to

the working period when the maximum number of persons are employed on the premises, whichever is greater.”

With a floor area of 59,025 square feet, the parking requirement is 40 spaces. Stone Wheel reports there are a maximum number of 66 employees on site at any given time, which equates to a parking requirement of 44 spaces, which is the greater of the two parking requirements. As designed, the expanded parking lot will provide 44 parking spaces, thereby meeting the required 44 parking space requirement if approved.

The additional four (4) parking spaces proposed fall within the front yard parking lot setback, requiring a variation to allow parking within three feet (3') of the front lot line. Currently, the parking lot includes no parking lot landscape screening. The proposal includes landscape screening along both Executive Drive and Quincy as described more fully below under “Landscaping.”

The Zoning Ordinance does not allow parallel parking in a business district. The one-way drive aisle includes three parallel parking spaces. These spaces are intended to be used for short periods of time while patrons pick up parts. Allowing these parking spaces will alleviate the problems caused when these patrons park in the loading dock.

Driveway Separation: The existing driveways on the site are non-conforming in terms of their setbacks from property lines and separations between each other. The proposed one-way drive also does not conform to the requirements, however staff supports the variation as it helps alleviate staging problems on Executive Drive and parking problems on site.

Landscaping: The existing site is non-conforming as to landscaping since the landscaping that is required today was not required when the Village approved this development. The current Zoning Ordinance requires the following when parking lots are within the required front and exterior yards:

“ permanent peripheral screening at least four feet (4') high shall be constructed and maintained in front yard and exterior side yard areas adjacent to parking areas. This screening shall consist of a planted earth berm, densely planted evergreen shrubs or trees or a combination of both.”

There is no currently no parking lot landscaping. The four new spaces are at the north end of the lot, which is only a small part of the existing 250' row of parking along Quincy. In lieu of total compliance with the Ordinance, staff believes it is reasonable to support some relief from the strict requirement of the landscape requirements in exchange for landscaping along the entire frontage that is in closer compliance with the Ordinance. The proposal includes a combination of new deciduous and evergreen shrubs and trees along the front and corner side yards that brings landscaping into closer compliance with the Village Code. Staff supports the variations identified below that are necessary to approve the landscape plan.

Variations:

Several variations are required for this project as follows:

1. From 9-10-5(G) to reduce parking setback in a front yard from 15' to minimum of 3'.
2. From 9-10-5(G)1 for parking lot landscaping in the front and exterior yards that is not in compliance with the Ordinance
3. From 9-10-5G3 to allow the expansion of a parking lot that does not provide interior parking lot landscaping.

4. From 9-10-5(l)(c) for parking areas without curbs.
5. From 9-10-5(L)1 to allow parallel parking in a business district.
6. From 9-10-5(L)2(b)2(B) for a driveway radii that is less than the minimum 35 feet.
7. From 9-10-5(L)2(e) to reduce separation between driveways from 400'.
8. From 9-10-5(L)2(f) to reduce the spacing between a driveway entrance and right of way of an adjacent intersection street on a corner lot from 500'.

The applicant worked with staff to eliminate variations not listed in order to bring the site into closer compliance with the Village Code.

Summary of Plan Commission Hearing Discussion:

The Board acknowledged a problem with parking and asked whether seven additional spaces would resolve the issues. The applicant responded that as many as 17 small pickup trucks move in and out of the dock area all day long picking up or delivering parts. He responded that the improvements maximized parking on the site to the greatest extent possible and that they expected them to help better manage parking. The applicant agreed with the Board that additional growth in Stonewheel's business might force them to look for nearby parking alternatives, such as constructing parking on the Village lot across the street, or relocating to a larger facility. The Board concurred that the improvements would make the property more useable for Stonewheel and more marketable for other users that might occupy the space in the future.

There were no public comments on this petition.

Documents Attached:

1. Site Plan
2. Traffic Control Plan
3. Photometric Site Plan
4. Landscape Plan (2 Sheets)
5. Site Improvement Plans (8 Sheets)
6. Findings of Fact – Variations
7. Explanation of Variations
8. Traffic Flow Diagrams/One-Way Drive

FINDINGS OF FACT FOR ZONING VARIATIONS

Stonewheel

- A. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.

Due to the non-conforming nature of the properties in this industrial park, Stone Wheel has needed to request numerous variations to make relatively minor additions to the property that will provide greatly needed benefits. Without these variations, Stone Wheel, and possible most other subsequent users would not be able to yield a reasonable return on the property.

- B. The proposed variations will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship, which will result if the strict letter of the regulations were carried out, and which is not generally applicable to property within the same district.

The limitations of the site create hardships that must be balanced and alleviated through the issuance of the variations requested. There are no other ways to manage the space in a way that will effectively alleviate the parking and loading problems on the site, and the impact they have on Executive Drive.

- C. The alleged hardship has not been created by any person presently have a proprietary interest in the premises.

No person having a proprietary interest in the premises has created this hardship.

- D. The proposed variations will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

The proposed variations will not be materially detrimental to the public welfare or injurious to other properties in the neighborhood due to the existing neighborhood fabric and the proposed improvements to the site which are of a compatible nature to the surrounding uses.

- E. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase the danger of fire, or endanger the public safety.

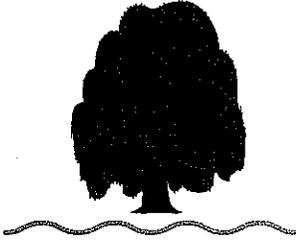
The requested variations do not create any negative impact on the adequate supply of light and air or increase the danger of fire or public safety.

- F. The proposed variation will not alter the essential character of the locality.

The proposed variations will not alter the essentially industrial character of this property.

- G. The proposed variation is in harmony with the spirit and intent of Title 9 of this code.

The proposed variations are in harmony with the spirit and intent of Title 9 in that there will be no negative impacts on the neighboring properties where the variations would be applied.



Village of Willowbrook

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Village President

Robert A. Napoli

MEMORANDUM

MEMO TO: Robert Napoli, Village President
Board of Trustees

Village Clerk

Leroy R. Hansen

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: July 8, 2010

Village Trustees

Dennis Baker

SUBJECT: 7825 Quincy Parking Lot Expansion
Variations in the M-1 Light Manufacturing District

Terrence Kelly

At the regular meeting of the Plan Commission held on July 7, 2010, the above referenced application was discussed and the following motion was made:

Michael Mistele

Sandra O'Connor

MOTION: Made by Commissioner Baker seconded by Commissioner Remkus, based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the President and Village Board adoption of the attached Finds of Fact for Zoning Variations/7825 Quincy, and approval of the request for the variations identified as part of Zoning Hearing Case Number 10-05 in substantial compliance with the documents attached to the staff report prepared for the July 7, 2010 meeting, subject to the final review and approval of all plans by the Village Engineer and subject also to the following required change:

Paul Schoenbeck

The dumpster shall be relocated in compliance with 9-12-2 of the Zoning Ordinance and the Landscape Plan shall be revised to provide details of the dumpster enclosure and proposed landscape screening as indicated on the Site Plan.

ROLL CALL: AYES: Commissioners DelSarto, Remkus, Soukup, Baker and Chairman Kopp; NAYS: None. ABSENT: Vice-Chairman Wagner.

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:jp

Meeting Date: July 26, 2010

Prepared By: Jo Ellen Charlton, AICP, Consulting Village Planner

Case Title: 7825 S. Quincy Parking Lot Expansion, Zoning Hearing Case No. 10-05
Variations in the M-1 Light Manufacturing District Special Use to allow the expansion of an existing parking lot

Petitioner: Korman/Lederer & Associates, LLC

Property Owner: Korman/Lederer & Associates, LLC

Location: 7825 Quincy

Property Size: 1.184 +/- Acres

Existing Zoning/Use: M-1 Special Use/Industrial with an 12 space parking lot on the north side of the building and a 7 space parking lot on the south side of the building.

Proposed Zoning/Use: M-1 Special Use/Industrial with an expanded 20 space parking lot on the south side of the building

Surrounding Land Use:

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Industrial	M-1
<i>South</i>	Industrial	M-1
<i>East</i>	Industrial	M-1
<i>West</i>	Industrial	M-1

Plan Commission Recommendation:

The Plan Commission held a public hearing and made a recommendation on this petition at their July 7, 2010 meeting. The following members were in attendance: Commissioners DelSarto, Remkus, Soukup, Baker and Chairman Kopp. Vice-Chairman Wagner was absent. A summary of the Plan Commission's discussion can be found on page 4. No one from the public had any questions or comments. The following motion by Baker was seconded by Remkus and approved by a unanimous 5-0-1 vote of the members present.

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the President and Village Board adoption of the attached Findings of Fact For Zoning Variations/7825 Quincy, and approval of the request for the variations identified as part of Zoning Hearing Case Number 10-05 in substantial compliance with the documents attached to the staff report prepared for the June 7, 2010 meeting, subject to the final review and approval of all plans by the Village Engineer and subject also to the following required change:

1. The dumpster shall be relocated in compliance with 9-12-2 of the Zoning Ordinance and the Landscape Plan shall be revised to provide details of the dumpster enclosure and proposed landscape screening as indicated on the Site Plan.

Action Requested: Receive Plan Commission recommendation to **APPROVE** variations to expand an existing parking lot.

Staff Recommendation: Staff supports the Plan Commission's recommendation.

Site Description:

The 1.184-acre site is an interior lot located on the east side of Quincy between Executive Drive and Joliet, and is currently improved with a 24,536 square foot warehouse building. A 12 space parking lot is located on the north side of the building, and a 7 space parking lot is located on the south side of the building. Six (6) loading bays extend across the front (west) side of the building with direct access to Quincy.

Development Proposal:

The building is divided and available for lease by two tenants. The northern half of the building is occupied by Sterigenics, and the south half was recently leased to a wholesale flooring supplier, whose use requires additional parking on the south side of the building. This lot currently contains only 7 parking spaces. Plans have been prepared to expand this lot to include 20 parking spaces. Because the existing parking is non-conforming as to its setbacks, extending the parking in a manner consistent with the existing parking lot requires the approval of variations.

Comprehensive Plan:

The Village's Comprehensive Plan calls for industrial uses for the subject parcel and all surrounding parcels.

Analysis:

Appropriateness of Use: This property, and others in this area, were developed at a point in Willowbrook's history when different zoning standards were applied. Many of the properties are non-conforming with regards to bulk regulations, access, parking, loading and landscaping when compared to today's standards. The parking expansion is necessary to accommodate the new tenant on the south half of the building. Staff believes it is reasonable to consider variations that allow reasonable modifications to the site.

Bulk Regulations: As stated above, this site and many surrounding it are non-conforming when compared to today's standards. The variations required include only those that relate to the new work being completed.

Traffic Flow & Access: There is no change in the access or traffic flow within the site. The existing parking is being extended toward the rear of the lot to add more spaces in line with the existing parking.

Maneuvering into and out of the loading docks has caused damage to grass areas on both sides of Quincy. Staff required the applicant to repair and reinforce these areas and the plans have been revised to reflect this requirement. This treatment shall be approved by the Village Engineer.

Parking: The Zoning Ordinance includes the following parking requirement for Warehouse" uses:

"4 parking spaces plus 1 parking space for each 1,500 square feet of floor area over 4,500 square feet or 1 parking space for each 1.5 employees as related to the working period when the maximum number of persons are employed on the premises, whichever is greater."

The tenant occupies 9,872 square feet of warehouse space, requiring 8 parking spaces, and 889 square feet of office space, which requires an additional 4 spaces, for a total of 12 required parking spaces, when only 7 were previously provided. A total of 20 parking spaces are proposed to meet this new parking requirement.

The additional parking spaces extend from the end of the existing lot and continue with the same side yard setback toward the rear yard. Currently, the site includes no parking lot or perimeter landscape screening. The proposal includes landscape screening along Quincy and in an available "green area" located at the north end of the property as described more fully below under "Landscaping."

Landscaping: The existing site is non-conforming as to landscaping since the landscaping that is required today was not required when the Village approved this development. The current Zoning Ordinance requires the following when parking lots are within the required front yard:

" permanent peripheral screening at least four feet (4') high shall be constructed and maintained in front yard and exterior side yard areas adjacent to parking areas. This screening shall consist of a planted earth berm, densely planted evergreen shrubs or trees or a combination of both."

The ordinance includes similar requirements in the rear yard to a height of five feet (5'). Landscaping is not possible in the interior side yard because the parking lot is currently constructed and will be extended along the property line. Landscaping in the rear yard will consist only of the screening surrounding the dumpster.

There is currently no other existing parking lot landscaping. Staff required additional landscape screening both at the entrance to the proposed expanded parking lot, as well as landscape screening of the existing parking lot on the north side of the building. This landscape screening, while not completely in compliance with the Ordinance, is in closer compliance with the ordinance and is reasonable given the relatively minor size of the proposed parking lot expansion.

Staff supports the variations identified below that are necessary to approve the landscape plan.

Dumpster: The dumpster is not located in an acceptable spot because it is less than 10 feet from the rear property line and closer than 20' to a principal structure on an adjacent property. The pad should be moved to the end of the parking row in compliance with the requirement and properly screened. The Site Plan and Engineering Plans indicate the screening details are provided on the Landscape Plan, but the Landscape Plan does not provide this detail. Staff is recommending any motion to approve the project be made subject to relocating the dumpster to an area that complies with the regulations and the revision of the Landscape Plan to show fencing and landscape screening details.

Lighting: Upon review of the initial lighting plan, the Village Engineer indicated lighting was consistent with previously approved plans, however, some additional improvements were made. The final lighting plan will be subject to the review and approval of the Village Engineer.

Variations:

The following variations are required for this project:

1. From 9-10-5G to allow a parking lot to be located to a minimum of .1' from the south property line, when ten feet (10') is required.
2. From 9-10-5(G)1, 9-10-5(G)2, and 9-10-5(G)3 for parking lot landscaping that is not in compliance with the Ordinance.
3. From 9-10-5(l)2(c) for parking areas without curbs.

4. From 9-10-5L1 to reduce the parking lot aisle width from 24' to 20'6"

The applicant worked with staff to eliminate variations not listed in order to bring the site into closer compliance with the Village Code.

Summary of Plan Commission Hearing Discussion

The Plan Commission questioned the use of the parking lot on the north side of the building and whether semi trailer parking was allowed. Staff responded that the parking lot was designed for autos and that it would not be appropriate for the property owner to lease the lot to other to stage or store semi trailers. Staff indicated that Code Enforcement would be notified and the situation would be monitored and followed up on as necessary.

There were no public comments on this petition.

Documents Attached:

1. Site Plan
2. Traffic Control Plan
3. Photometric Site Plan
4. Landscape Plan (1 Sheet)
5. Site Improvement Plans (8 Sheets)
- 6 Findings of Fact – Variations
7. Explanation of Variations

FINDINGS OF FACT FOR ZONING VARIATIONS

7825 Quincy

- A. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.

Due to the non-conforming nature of the properties in this industrial park, the property owner was required to request numerous variations to make relatively minor additions to the property that not increase the intensity of the non-conforming setbacks that already exist.. Without these variations, the owner, and possible most other subsequent users would not be able to yield a reasonable return on the property.

- B. The proposed variations will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship, which will result if the strict letter of the regulations were carried out, and which is not generally applicable to property within the same district.

The limitations of the site create hardships that must be balanced and alleviated through the issuance of the variations requested. There are no other ways to manage the space in a way that will effectively allow for additional parking that is no less conforming than the existing parking.

- C. The alleged hardship has not been created by any person presently have a proprietary interest in the premises.

No person having a proprietary interest in the premises has created this hardship.

- D. The proposed variations will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

The proposed variations will not be materially detrimental to the public welfare or injurious to other properties in the neighborhood due to the existing neighborhood fabric and the proposed improvements to the site which are of a compatible nature to the surrounding uses.

- E. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase the danger of fire, or endanger the public safety.

The requested variations do not create any negative impact on the adequate supply of light and air or increase the danger of fire or public safety.

- F. The proposed variation will not alter the essential character of the locality.

The proposed variations will not alter the essentially industrial character of this property.

- G. The proposed variation is in harmony with the spirit and intent of Title 9 of this code.

The proposed variations are in harmony with the spirit and intent of Title 9 in that there will be no negative impacts on the neighboring properties where the variations would be applied.

The Village of

8

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

June 25, 2010

Mr. & Mrs. Esperanza Guzman
617 68th St
Willowbrook Il 60527

Re: Account No. 213420.000
Delinquent Water Bill

Dear Mr. & Mrs. Guzman:

Please be advised that your water bill is now delinquent in the amount of \$80.98. 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 July 26, 2010, 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

June 25, 2010

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

Re: Account No. 252690.000
Delinquent Water Bill

Dear Mr. & Mrs. Harris:

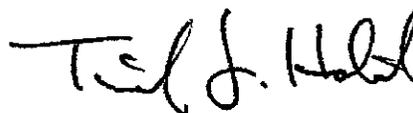
Please be advised that your water bill is now delinquent in the amount of \$150.73. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all 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 July 26, 2010, 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

June 25, 2010

Robert A. Napoli

Mr. & Mrs. Jimmy Mostafa
6301 Martin Dr
Willowbrook Il 60527

Village Clerk

Re: Account No. 250450.006
Delinquent Water Bill

Leroy R. Hansen

Dear Mr. & Mrs. Mostafa:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$162.20. 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 July 26, 2010, 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

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

June 25, 2010

Mr. & Mrs. Brian Stiller
528 Ridgemoor Dr
Willowbrook Il 60527

Re: Account No. 253390.004
Delinquent Water Bill

Dear Mr. & Mrs. Stiller:

Please be advised that your water bill is now delinquent in the amount of \$180.55. 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 July 26, 2010, 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

Mr. & Mrs. John Swieton
6636 Sheffield Ln
Willowbrook Il 60527

June 25, 2010

Village Clerk

Leroy R. Hansen

Re: Account No. 251705.001
Delinquent Water Bill

Dear Mr. & Mrs. Swieton:

Village Trustees

Dennis Baker

Terrence Kelly

Please be advised that your water bill is now delinquent in the amount of \$97.03. 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 July 26, 2010, will result in the immediate termination of your water service.

Timothy McMahon

Michael Mistele

Sandra O'Connor

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.

Paul Schoenbeck

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

June 25, 2010

Robert A. Napoli

Mr. & Mrs. Peter Verros
319 Waterford Dr
Willowbrook Il 60527

Village Clerk

Re: Account No. 252820.000
Delinquent Water Bill

Leroy R. Hansen

Dear Mr. & Mrs. Verros:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$163.12. 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 July 26, 2010, 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

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

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Amending the Village Code of the Village of Willowbrook – Title 1, Section 1.5-5 ~ Temporary Chairman

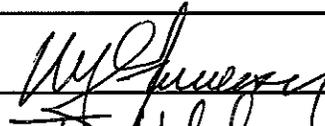
AGENDA NO. 9

AGENDA DATE: 7/26/2010

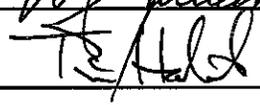
STAFF REVIEW: N/A

SIGNATURE: _____

LEGAL REVIEW: William J. Hennessy

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.: Tim Halik

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

By Amendatory Ordinance 99-0-11, adopted June 14, 1999, Section 1-5-5 of the Village Code of Willowbrook, IL, 1973, was amended, in pertinent part, to read as follows: "TEMPORARY CHAIRMAN: If the President is absent from a meeting, the trustees shall elect the most senior ranking trustee to act as a temporary chairman..." This amendment departs from the statutory authorization in the Illinois Municipal Code at 65 ILCS 5/3.1-35-35 allowing for the election of a temporary chairman in the brief absence of the President in the following respects: firstly, it shifts the power to elect a temporary chairman from "the corporate authorities" to "the trustees"; secondly, it supplants a discretionary "may elect" power of election with a mandatory "shall elect" power of election; and, thirdly, it eliminates all legislative choice in the election of the temporary chairman by specifying that instead of electing from among "one of their members" the Board "shall elect the most senior ranking trustee."

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

The proposed amendment to Section 1-5-5 of the Village Code would return the power of electing a temporary chairman to the corporate authorities consistent with the statutory election authority granted them in 65 ILCS 5/3.1-35-35 of the Illinois Municipal Code. In freeing the Village's present corporate authorities from the restraints in Section 1-5-5 on their discretionary power to elect a temporary chairman from among all their members, this proposed amendment reflects the clear intendment of the statute. The Village Attorney recommends the approval of the proposed amendment because it will (a) re-vest in the corporate authorities the statutorily granted discretion and choice to elect a temporary chairman from among their members and thereby correct the present discordance between the Illinois Municipal Code and the Village Code on the matter of the election of a temporary chairman.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 10-0-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 1, SECTION 1-5-5 - TEMPORARY CHAIRMAN

BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 1, Section 1-5-5 of the Village Code of the Village of Willowbrook, entitled "Temporary Chairman:", is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

"1-5-5: TEMPORARY CHAIRMAN: *The corporate authorities may elect one of their members to serve as a temporary chairman in the event the president is absent from any future meeting of the board. The corporate authorities may also elect one of their members to serve as an alternate temporary chairman in the event that the president and the temporary chairman are both absent from any future meeting of the board. In either event, both the temporary chairman and the alternate temporary chairman shall have only the powers of a presiding officer and a right to vote only in the capacity as trustee on any ordinance, resolution or motion."*

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

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this _____ day of _____,

2010.

APPROVED:

President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

the requirements of "the open meetings act", 5 Illinois Compiled Statutes 120/1 et seq. (Ord. 08-O-01 1-28-2008)

1-5-4: **PRESIDENT OF THE BOARD:** There shall be elected a president of the village, who shall hold his office for four (4) years, and until his successor is elected and qualified, said president to perform the duties as outlined by the ordinances of the village or by statute. (1973 Code)

The village president is hereby authorized to sign on behalf of the village any and all appeal bonds in such amounts and on such terms as may be fixed by the court, and applications for any appeals which the village may have taken or may take in the future and in respect to all proceedings requesting annexation of territory to the village pursuant to ordinance of the village passed in accordance with and pursuant to 65 Illinois Compiled Statutes 5/7-1-2 et seq.

The village president is hereby authorized to sign on behalf of the village a petition requesting a change of venue on any case in which the village is a party and in which the village cannot reasonably expect a fair and impartial trial.

The provisions hereof shall apply to all court proceedings heretofore instituted and hereafter instituted and any and all actions taken by the village president on behalf of the village with respect to requests for change of venue and appeals are hereby ratified and confirmed in all respects. (Ord. 62-O-17, 8-25-1972)

* 1-5-5: **TEMPORARY CHAIRMAN:** If the president is absent from a meeting, the trustees shall elect the most senior ranking trustee to act as a temporary chairman. The temporary chairman shall have only the powers of a presiding officer and a right to vote only in the capacity as trustee on any ordinance, resolution, or motion. (Ord. 99-O-11, 6-14-1999)

interests of the municipality demand removal. The mayor or president shall report the reasons for the removal to the corporate authorities at a meeting to be held not less than 5 nor more than 10 days after the removal. If the mayor or president fails or refuses to report to the corporate authorities the reasons for the removal, or if the corporate authorities by a two-thirds vote of all members authorized by law to be elected disapprove of the removal, the officer thereupon shall be restored to the office from which the officer was removed. The vote shall be by yeas and nays, which shall be entered upon the journal of the corporate authorities. Upon restoration, the officer shall give a new bond and take a new oath of office. No officer shall be removed a second time for the same offense.

Laws 1961, p. 576, § 3.1-35-10, added by P.A. 87-1119, § 2, eff. May 13, 1993.

Formerly Ill.Rev.Stat., ch. 24, ¶ 3.1-35-10.

For purpose of P.A. 87-1119, see note following 65 ILCS 5/3.1-5-5.

5/3.1-35-15. Mayor or president; release of prisoners

§ 3.1-35-15. Mayor or president; release of prisoners. The mayor or president may release any person imprisoned for violation of a municipal ordinance and shall report the release, together with the reasons for the release, to the corporate authorities at their first meeting after the release.

Laws 1961, p. 576, § 3.1-35-15, added by P.A. 87-1119, § 2, eff. May 13, 1993.

Formerly Ill.Rev.Stat., ch. 24, ¶ 3.1-35-15.

For purpose of P.A. 87-1119, see note following 65 ILCS 5/3.1-5-5.

5/3.1-35-20. Mayor or president; examination of records

§ 3.1-35-20. Mayor or president; examination of records. The mayor or president at all times may examine and inspect the books, records, and papers of any agent, employee, or officer of the municipality.

Laws 1961, p. 576, § 3.1-35-20, added by P.A. 87-1119, § 2, eff. May 13, 1993.

Formerly Ill.Rev.Stat., ch. 24, ¶ 3.1-35-20.

For purpose of P.A. 87-1119, see note following 65 ILCS 5/3.1-5-5.

5/3.1-35-25. Mayor or president; calling out militia

§ 3.1-35-25. Mayor or president; calling out militia. Subject to the authority of the Governor as commander-in-chief of the militia, the mayor or president may call out the militia to aid in suppressing riots and other disorderly conduct or to aid in carrying into effect any law or ordinance.

Laws 1961, p. 576, § 3.1-35-25, added by P.A. 87-1119, § 2, eff. May 13, 1993.

Formerly Ill.Rev.Stat., ch. 24, ¶ 3.1-35-25.

For purpose of P.A. 87-1119, see note following 65 ILCS 5/3.1-5-5.

5/3.1-35-30. Mayor or president; designation for signing instruments

§ 3.1-35-30. Mayor or president; designation for signing instruments. The mayor or president may designate in writing another person to affix the signature of the mayor or president to any written instrument or instruments required to be signed by the mayor or president. The mayor or president shall send written notice of this designation to the corporate authorities, stating the name of the person who has

been selected and what instrument or instruments the person will have authority to sign. A written signature of the mayor or president executed by the designated person, with the signature of the designated person underneath, shall be attached to the notice. The notice, with the signatures attached, shall be recorded in the journal of the corporate authorities and then filed with the municipal clerk. When the signature of the mayor or president is placed on a written instrument at the direction of the mayor or president in the specified manner, the instrument or instruments, in all respects, shall be as binding on the municipality as if signed by the mayor or president in person.

Laws 1961, p. 576, § 3.1-35-30, added by P.A. 87-1119, § 2, eff. May 13, 1993.

Formerly Ill.Rev.Stat., ch. 24, ¶ 3.1-35-30.

For purpose of P.A. 87-1119, see note following 65 ILCS 5/3.1-5-5.

* 5/3.1-35-35. Mayor or president pro tem; temporary chairman

§ 3.1-35-35. Mayor or president pro tem; temporary chairman.

(a) If the mayor or president is temporarily absent because of an incapacity to perform official duties, but the incapacity does not create a vacancy in the office, the corporate authorities shall elect one of their members to act as mayor or president pro tem. The mayor or president pro tem, during this absence or disability, shall perform the duties and possess all the rights and powers of the mayor or president but shall not be entitled to vote both as mayor or president pro tem and as alderman or trustee.

(b) In the absence of the mayor, president, acting mayor or president, or mayor or president pro tem, the corporate authorities may elect one of their members to act as a temporary chairman. The temporary chairman shall have only the powers of a presiding officer and a right to vote only in the capacity as alderman or trustee on any ordinance, resolution, or motion.

Laws 1961, p. 576, § 3.1-35-35, added by P.A. 87-1119, § 2, eff. May 13, 1993.

Formerly Ill.Rev.Stat., ch. 24, ¶ 3.1-35-35.

For purpose of P.A. 87-1119, see note following 65 ILCS 5/3.1-5-5.

5/3.1-35-40. Treasurer; duties

§ 3.1-35-40. Treasurer; duties.

(a) The municipal treasurer shall receive all money belonging to the municipality and shall keep the treasurer's books and accounts in the manner prescribed by ordinance. These books and accounts shall always be subject to the inspection of any member of the corporate authorities. The municipality may, however, by ordinance designate a person or institution which, as bond trustee, shall receive from the county collector amounts payable to the municipality as taxes levied pursuant to a bond issuance.

(b) The treasurer shall keep a separate account of each fund or appropriation and the debits and credits belonging to the fund or appropriation.

(c) The treasurer shall give every person paying money into the treasury a receipt, specifying the date of payment and upon what account paid. The treasurer shall file copies of these receipts with the clerk, with the treasurer's monthly reports. If the treasurer has possession of money properly appropriated to the payment of any warrant lawfully drawn

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND TIMOTHY J. HALIK AS ITS VILLAGE ADMINISTRATOR AND DIRECTOR OF MUNICIPAL SERVICES

AGENDA NO. 10

AGENDA DATE: 7/26/10

STAFF REVIEW:

SIGNATURE: _____

LEGAL REVIEW: William J. Hennessy

SIGNATURE: _____

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)

At the July 12, 2010 regular meeting of the Village Board, a Motion to promote Timothy J. Halik to the position of Village Administrator was carried by the Board.

The attached Agreement provides terms for employment between Mr. Halik and the Village to serve in the capacity of Village Administrator and Director of Municipal Services.

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

The terms of the Agreement were discussed with Mr. Halik and his final approval was obtained.

ACTION PROPOSED:

Adopt the Resolution

RESOLUTION NO. 10-R-_____

**A RESOLUTION AUTHORIZING THE PRESIDENT AND
VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT
AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND
TIMOTHY J. HALIK AS ITS VILLAGE ADMINISTRATOR AND DIRECTOR OF MUNICIPAL SERVICES**

WHEREAS, the Village of Willowbrook has retained the services of TIMOTHY J. HALIK as its VILLAGE ADMINISTRATOR AND DIRECTOR OF MUNICIPAL SERVICES; and,

WHEREAS, the President and Board of Trustees of the Village of Willowbrook have determined that it is in the best interests of the Village to enter into an Employment Agreement with TIMOTHY J. HALIK to define the services to be rendered, and the compensation to be paid for same, all in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President is hereby authorized to execute and the Village Clerk is hereby directed to attest to the Agreement appended hereto as Exhibit "A", defining the Village's employment relationship with TIMOTHY J. HALIK as its VILLAGE ADMINISTRATOR and its DIRECTOR OF MUNICIPAL SERVICES.

ADOPTED AND APPROVED on this 26th day of July, 2010.

APPROVED:

VILLAGE PRESIDENT

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 26th day of July, 2010, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and TIMOTHY J. HALIK (sometimes hereinafter referred to as the "EMPLOYEE"):

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as both its Village Administrator and its Director of Municipal Services as such positions are provided for by the Village Code of the VILLAGE; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

WHEREAS, the purpose of the Agreement is to:

1. Secure and retain the services of the EMPLOYEE and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring the EMPLOYEE'S morale and peace of mind with respect to future security;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
4. To provide a just means of terminating the EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

WHEREAS, EMPLOYEE desires to be employed as both the Village Administrator and as the Director of Municipal Services of the VILLAGE upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION ONE: **EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE to both the office of Village Administrator and the office of Director of Municipal Services of the VILLAGE. The EMPLOYEE agrees to be employed as the Village Administrator and the Director of Municipal Services of the VILLAGE and to perform the functions and duties of said offices in accordance with the Village Code of the VILLAGE and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Village Administrator and the Director of Municipal Services and to perform such other legally permissible and proper duties and functions as the President and/or Board of Trustees of the VILLAGE may, from time to time, assign. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the President and/or Village Board may require. He shall report directly to and follow such directions as the Village President and/or Village Board shall provide. He shall maintain regular office hours as may from time to time be approved by the President.

SECTION TWO: **TERM, EXTENSION & ELECTION:** The term of this

Agreement shall commence effective as of July 12, 2010, and shall terminate on the last day of the term of the incumbent Village President unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of this Agreement solely by reason of the expiration of the incumbent Village President's full term of office, the parties hereto agree that the said term of Agreement may, by an executed, written Addendum to this Agreement, be extended by the parties for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event that no such new Employment Agreement is reached and entered into by the parties within said additional period, then the VILLAGE's employment of the EMPLOYEE as both its Village Administrator and its Director of Municipal Services shall, without more, cease and terminate; *provided*, if, during the term of this Agreement, the VILLAGE terminates the EMPLOYEE from either his position as Village Administrator or his position as Director of Municipal Services, the said EMPLOYEE may elect either to (a) remain in the employment of the VILLAGE solely in the position unaffected by said VILLAGE termination or to (b) withdraw from all remaining employment with the VILLAGE; *provided further*, (a) in the event the EMPLOYEE so elects to remain in the employment of the VILLAGE solely as either its Village Administrator or as its Director of Municipal Services, whichever the case may be, his annual base salary for such remaining employment services rendered under this Agreement shall then be modified in accordance with the adjustment provision set forth hereinafter at SECTION FOUR; or, (b) in the alternative event the EMPLOYEE so elects to withdraw from all remaining employment with the VILLAGE, he shall then be entitled to severance pay in accordance with the provisions of paragraph C set forth hereinafter in SECTION THREE.

SECTION THREE: TERMINATION AND SEVERANCE PAY:

A. It is expressly understood and agreed that the employment status of the EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this SECTION THREE.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position as Village Administrator or his position as Director of Municipal Services and the EMPLOYEE then elects to withdraw from all remaining employment with the VILLAGE in accordance with the provision regarding such a separation and election set forth in SECTION TWO hereinabove;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees; **provided**, that the adjustment of the EMPLOYEE'S salary pursuant to his election to remain in the employment of the VILLAGE as set forth hereinabove in SECTION TWO shall not be deemed an event of termination under this paragraph;

3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any of the terms of this Agreement;
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that he resign; and,
5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent President's full term of office in accordance with the terms, conditions and provisions of SECTION TWO hereinabove.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to any of the provisions of subparagraph B above, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of the date of said termination, a lump sum cash payment equal to either three (3) months of the EMPLOYEE'S annual base salary or his adjusted annual base salary as delineated under SECTION FOUR, whichever the case may then be, plus an additional one (1) calendar week's salary for each completed year of full-time employment with the VILLAGE, together not to exceed a maximum of six (6) months severance pay. In addition, the VILLAGE agrees to maintain, in full force and effect, to the extent permitted by law, all benefits identified in Sections Eight and Ten for a period of three (3) months from and after the date of said termination, plus an additional one (1) calendar week's benefits for each completed year of full-time employment with the VILLAGE, together not to exceed a maximum of six (6) months benefits, or until EMPLOYEE has obtained new employment, whichever is less.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of his position due to illness or injury;
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation; and,
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days.

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of a termination of the EMPLOYEE pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor to provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to himself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor to provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the President and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his employment, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of back pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his positions as both the Village Administrator and the Director of Municipal Services of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to his indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his employment with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, the EMPLOYEE shall not be entitled to severance pay or to severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor to provide the severance benefits provided in subparagraph C above.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement.

SECTION FOUR: RETROACTIVE PAYMENT & SALARY:

A. The VILLAGE hereby agrees that this Agreement shall have retroactive application to the eight (8) month period from November 11, 2009 to July 11, 2010 during which the EMPLOYEE rendered additional services of value to the VILLAGE beyond the scope of those services required of him under his prior Employment Agreement; that the VILLAGE hereby also agrees that the said additional services were rendered during that period by the EMPLOYEE at the instance and request of the VILLAGE; and, that, in recognition of the EMPLOYEE'S rendition of the said additional services during the said eight (8) month period, the VILLAGE hereby further agrees to remit to the EMPLOYEE, a retroactive payment for said additional services in the total amount of EIGHT THOUSAND DOLLARS (\$8,000.00), which amount shall be added to the EMPLOYEE'S annual base salary or adjusted annual base salary, whichever the case may be, as is set forth hereinafter in subparagraph B of this SECTION FOUR, and together then paid in installments at the same pay periods other employees of the VILLAGE are paid.

B. The VILLAGE hereby agrees to pay EMPLOYEE for services to be rendered under this Agreement an annual base salary of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid; and, the VILLAGE further agrees to review and consider increasing EMPLOYEE'S said annual base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the President and Board of Trustees; *provided*, in the event of an election by EMPLOYEE under SECTION TWO hereinabove to remain in the employment of the VILLAGE either as its Village Administrator or as its Director of Municipal Services, whichever the case may be, then the said annual base salary shall be modified as of the date of that election as follows:

- a) If EMPLOYEE is relieved of his appointment as Village Administrator and, under the terms of this Agreement, elects to remain employed by the Village as Director of Municipal Services, the said annual base salary for serving as solely the Director of Municipal Services shall be modified to an annual adjusted base salary in the amount of ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid; and, the VILLAGE further agrees to review and consider increasing EMPLOYEE'S said annual base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the President and Board of Trustees.
- b) If EMPLOYEE is relieved of his appointment as Director of Municipal Services and, under the terms of this Agreement, elects to remain employed by the Village as Village Administrator, the said annual base salary for serving as solely the Village Administrator shall remain in the amount of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid; and, the VILLAGE further agrees to review and consider

increasing EMPLOYEE'S said annual base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the President and Board of Trustees.

SECTION FIVE: **EXTENT OF SERVICES - OUTSIDE ACTIVITIES:** EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the President and Board of Trustees.

SECTION SIX: **AUTOMOBILE:** EMPLOYEE'S duties require that he shall have the exclusive and unrestricted use at all time during his employment with the VILLAGE of an automobile which shall be provided to him by the VILLAGE. Except as provided above, the said vehicle shall only be used in accordance with the VILLAGE'S "Personnel Manual" as amended. The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the President and Board of Trustees.

The VILLAGE shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

SECTION SEVEN: **EMPLOYEE'S EXPENSES:** The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the EMPLOYEE as the Village Administrator and as its Director of Municipal Services. The amount so appropriated and budgeted shall be left to the sound discretion of the President and Board of Trustees of the Village of Willowbrook. The amount to be appropriated and budgeted shall include, but not by way of limitation, allocations for the following expenses:

A. Professional dues and subscription expenses for the APWA and AWWA and other subscriptions of the EMPLOYEE necessary and desirable for his continued professional education, growth and advancement and for the good of the VILLAGE.

B. Travel and subsistence expenses including, but not by way of limitation, traveling expenses, registration fees, lodging, meals and other business expenses so as to enable the EMPLOYEE to attend Federal, State, regional or local seminars, conferences, short courses or institutes reasonably necessary for his professional development or for the conduct of the official business for the Village of Willowbrook as approved by the President and Village Board.

SECTION EIGHT: **BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

SECTION NINE: **PERFORMANCE EVALUATION:** As Village Administrator, the EMPLOYEE shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the President and Board of Trustees.

SECTION TEN: **RETIREMENT:** It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund. The EMPLOYEE shall be entitled to

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the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law.

SECTION ELEVEN: **VACATION LEAVE & BUY-BACK:** EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK. The EMPLOYEE shall also be entitled to one (1) additional week of paid vacation leave annually in addition to the leave provided by the "Personnel Manual." Further, in consideration of the EMPLOYEE'S dual status as both the VILLAGE'S Administrator and its Director of Municipal Services and the Personnel Manual's existing allowance of a one (1) week "cash-in" proviso for accrued vacation time by VILLAGE personnel whose vacation leave cannot be taken without an adverse effect on workload responsibilities, the VILLAGE hereby agrees that EMPLOYEE may elect to "cash-in" up to two (2) weeks of his accrued vacation per year in lieu of taking his present entitlement to six (6) weeks of annual vacation leave.

SECTION TWELVE: **RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides at 1104 Woodcrest Drive, Downers Grove, Illinois 60516, The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at 1104 Woodcrest Drive, Downers Grove, Illinois 60516, without the approval of the President and Board of Trustees.

SECTION THIRTEEN: GENERAL PROVISIONS:

A. This Employment Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided. This Agreement entirely supplants all other prior Employment Agreements between the parties.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:
Village President
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

2. **EMPLOYEE** at:
Timothy J. Halik
1104 Woodcrest Drive
Downers Grove, Illinois 60516

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

F. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

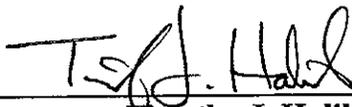
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26th day of July, 2010.

**VILLAGE OF WILLOWBROOK,
an Illinois Municipal Corporation**

By: _____
Village President

ATTEST:

Village Clerk



Timothy J. Halik

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: REPORT

AGENDA NO. _____

WILLOWBROOK POLICE DEPARTMENT 2009 ANNUAL REPORT

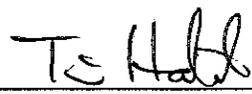
AGENDA DATE: 07/26/2010

STAFF REVIEW: Mark Shelton

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)

Each year, the Department prepares an annual report summarizing the department activities, programs, and crime statistics.

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

Some highlights of the Annual Report include:

- ◆ Increase in additional numbers dispatched.
- ◆ Decrease in criminal incidents.
- ◆ Index crimes down 9%.
- ◆ Overall traffic accidents were reduced with a decrease of 55 compared to last year.
- ◆ The Cadets attended the State Conference in Springfield, IL where they received 1st place & 4th place awards.
- ◆ Promotion of Art Svehla to Sergeant.
- ◆ Officer Nick Volek completed the Cook County Police Academy.
- ◆ Over 6500 personal/ community contacts by the Officers

ACTION PROPOSED: No action required.