

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, SEPTEMBER 13, 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 7:30 p.m. by Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were President Robert Napoli, Clerk Leroy Hansen, Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Umberto Davi, and Sandra O'Connor.

ABSENT: Trustee Paul Schoenbeck.

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief of Police Mark Shelton, Deputy Chief of Police Paul Oggerino, Executive Secretary Deborah Hahn, and Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Regular Board Meeting - August 23, 2010 (Approve)
- c. Warrants - September 13, 2010 - \$222,488.97 (Approve)
- d. Monthly Financial Report - August 31, 2010 - \$17,068,015.67 (APPROVE)
- e. Resolution - Motion to Adopt Resolution Proclaiming Red Ribbon Week in the Village of Willowbrook - (ADOPT)
- f. Plan Commission Recommendation - Text Amendment, Title 9, Chapters 5A and 5A1 (RECEIVE)
- g. Plan Commission Recommendation - Park and Open Space Expansion (RECEIVE)

- h. Resolution Authorizing the Village President to Execute a Letter of Understanding with the DuPage County Division of Transportation pertaining to the Installation and Future Maintenance of Signage for the Southern DuPage County Regional Trail (ADOPT)
- i. Ordinance - An Ordinance Authorizing the Sale of Personal Property Owned by the Village of Willowbrook - (APPROVE)
- j. Motion to Approve Expenditure - One Replacement Police Department Vehicle - (APPROVE)

President Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda. Trustee O'Connor requested that Item 4c - Attorney Hennessy's bill, Item 4f and Item 4g be removed.

President Napoli asked why Trustee O'Connor wanted these items removed. Trustee O'Connor stated that Items f & g, the Board was provided no opportunity to ask Mr. Kopp questions regarding his memo and that Trustee O'Connor has questions. President Napoli reminded Trustee O'Connor that staff is available to answer any questions she may have regarding any issues.

Administrator Halik informed the Board that the two items that Trustee O'Connor is referring to are "Receive" items. There is a two step process the Plan Commission has to go through before requesting the Board approves these items. Once this process is completed, then the Plan Commission will place these items on the agenda for Board approval. Staff is not prepared at this time to ask the Board for any action on these items, just merely as a "Receive" item at this time.

Trustee O'Connor questioned page 3 of the Park and Open Space exhibit, it states "...the Village may wish to consider alternatives such as negotiating "rights-of-first refusal" on key parcels or securing life-estate interests in properties". Trustee O'Connor asked under what authority would the Village be doing this and does the homeowner have the right not to bargain with the Village.

Administrator Halik stated that during meetings with the Plan Commission that any discussion of land acquisitions with home owners would be on a voluntary basis only.

Trustee O'Connor asked if the Village has rescinded their right of eminent domain. Administrator Halik advised that nothing has

been taken off the table yet. He advised the Plan Commission wanted to focus on voluntary acquisitions of properties.

Trustee O'Connor asked what "right of first refusal meant". Administrator Halik gave a brief description of it.

Attorney Hennessy was asked to explain what a life estate meant. He gave a brief description.

Trustee O'Connor asked if the Village had any money available to acquire any land. Administrator Halik stated no. Trustee O'Connor wanted to know how much the Village has incurred on this issue if there is no money available to do so.

Administrator Halik advised that staff is researching availability of some grants.

President Napoli advised that if ever a property was to be acquired through eminent domain it would be thoroughly discussed by the Board before anything is done.

Trustee O'Connor wanted to know what prompted this research. Administrator Halik advised that it goes back to the 1993 Economic Plan along with the current economic status of the Village.

Administrator Halik advised that the Plan Commission and the Park Commission will further identify parcels in priority order that the Village should take a look at. Any action that is presumably going to take place, will first come back to the Board for their opinion.

Trustee O'Connor also questioned a subdivision ordinance to supplement land cash donations in connection with the subdivisions, what is this for?

Administrator Halik advised that one of the Plan Commissioners felt that in order to allow the ability to acquire parcels in a creative manner, such as a land trust, it would require an amendment to the current subdivision ordinance.

Trustee O'Connor asked Attorney Hennessy to expand upon his bill for August 27<sup>th</sup> when he met with the Administrator and Planner for 2.5 hours on the village text amendment.

Attorney Hennessy stated that any changes to the text amendment by law, notice must be done by publication along with notification to property owners. This amendment does not change anyone's property but changes the zoning of their property. Notice was done by mail to 85 property owners to apprise these owners of the changes.

Trustee O'Connor questioned what prompted this in the first place.

Administrator Halik advised it began with the Open Space exploration. Upon considering the open space issue, many open spaces are zoned R1 and R1a which allows for places of assembly. To allow these areas to remain open, the amendment removes this use in the R1 and R1a and keeps it places for assembly in the R2-R5, which are more compatible areas.

Trustee O'Connor observed numerous meetings on the Attorney's bill regarding CVS. She understood that any issue with CVS would be referred to the Plan Commission. She has not heard back on this issue and would like an update.

Administrator Halik advised CVS proposed a large plan that was sent to a traffic consultant who found numerous traffic concerns. These concerns need to be addressed prior to forwarding to the Plan Commission.

Trustee O'Connor would like to be notified when it is forwarded to the Plan Commission.

MOTION: Made by Trustee Davi, seconded by Trustee Mistele to approve the Omnibus Vote Agenda.

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

MOTION DECLARED CARRIED

NEW BUSINESS

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

None.

6. RESOLUTION ACKNOWLEDGING DETECTIVE MARK ALTOBELLA'S 20 YEARS OF SERVICE WITH THE VILLAGE OF WILLOWBROOK (APPROVE)

President Napoli and Trustee Kelly presented the proclamation and gift to Mark Altobella in recognition of his twenty years of service with the Village of Willowbrook.

7. ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 1, SECTION 1-8-5(C), DESIGNATION OF DEPOSITORIES (APPROVE)

This item was deferred until the next Village Board meeting due to Director Stanish's absence.

8. APPROVE REOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO A CONTRACT FOR COLLECTION SERVICES WITH PENN CREDIT CORPORATION (ADOPT)

This item was deferred until the next Village Board meeting due to Director Stanish's absence.

9. APPROVE RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT WITH FIRST TENNESSEE BANK NATIONAL ASSOCIATION AND AMERICAN TRAFFIC SOLUTIONS FOR LOCKBOX SERVICES (ADOPT)

This item was deferred until the next Village Board meeting due to Director Stanish's absence.

10. MOTION TO RELEASE PORTIONS OF PREVIOUSLY APPROVED EXECUTIVE SESSION BOARD MEETING MINUTES FOR THE REGULAR MEETINGS OF JUNE 28, 2010; JULY 12, 2010; AND JULY 26, 2010 INSOFAR AS THE SAID PORTIONS OF SUCH MINUTES INVOLVE THE MATTER OF AN ALLEGED VIOLATION OF THE WILLOWBROOK CODE OF ETHICS BY AN ELECTED OFFICER OF THE VILLAGE

Clerk Hansen passed out the portions of previously approved Executive Session Board meeting minutes for June 28, July 12, and July 26, 2010 for the Board to review.(See Attachment A)

MOTION: Made by Trustee Davi, seconded by Trustee Baker to approve the release of portions of the Executive Session minutes from June 28, July 12, and July 26, 2010.

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

MOTION DECLARED CARRIED

President Napoli asked if there were any comments. Trustee Mistele advised that due to the sensitivity of the contents, the Board should sit on this for a while.

Trustee O'Connor asked Attorney Hennessy to reiterate why these are being released.

Attorney Hennessy stated that he had originally advised not to release these portions of the minutes based on the privacy of the person involved. However he felt he erred in his decision based on the Attorney General's views of the Act. Based on an explicit exception authorizing the consideration of this matter in Executive Session, the matter must be reviewed in open session. To cure the defect, the Board should review, discuss, approve and then have a public recital of the information in an open session meeting so that the public could be informed. This will comply with the Act.

Trustee Kelly asked if the Board was going to adopt procedural instructions on these types of matters in the future.

Attorney Hennessy advised that the Village President will address this issue tonight. It is his advice not to make a referral until a thorough discussion is conducted with the Board and then proceed in a deliberate fashion.

Trustee Mistele believes the Board should wait before being release to the public.

President Napoli advised that at the next meeting the Board will discuss and adopt a procedure for any ethical type of issues.

Trustee O'Connor wanted to know when President Napoli would do a public recital.

Attorney Hennessy advised that it would be up to the Village President and it has to occur before the Board decides to refer the matter to the Ethics Officer.

11. 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 was absent. No report.

12. ATTORNEY'S REPORT

Attorney Hennessy advised that next Monday, September 20, 2010 the Red Light Camera litigation will be heard before Judge Bonnie Wheaton.

13. CLERK'S REPORT

Clerk Hansen was asked to review the minutes of the July 17<sup>th</sup> regular session meeting. He will put it in writing and place a copy in next meeting's packet for the Board's review.

14. ADMINISTRATOR'S REPORT

Administrator Halik advised that the Goodwill Store announced its opening date of October 11, 2010. Also, two new restaurants in the Town Center have tentatively set opening dates. Meatheads will open on October 11, 2010 and Pei Wei is scheduled to open on Monday, December 13, 2010.

The Village of Willowbrook hired Debra Peterson for the Recreational Specialist position. She began on September 7, 2010 and will be working on a part-time basis with the Parks and Recreation Department.

Two individuals have been hired for the Police Department Records position. They are Mel Segó and Michelle Strumillo and will begin work tomorrow on a part-time basis. In addition, the Village has hired two part-time receptionists. They are Nancy Smith and Diane Borowski and will begin on September 14, 2010.

15. PRESIDENT'S REPORT

President Napoli handed out copies of his report. (See Attachments B&C). His report is based on three elements:

- A public recital of a Conflict of Interest complaint that has only been considered by the Board in Closed Session.

- A restatement of the gist and status of a Conflict of Interest complaint that has been considered by the Board in Open Session.
- The preferment of an entirely new conflict of interest complaint for the Board's initial consideration.

16. EXECUTIVE SESSION

MOTION: Made by Trustee Baker, seconded by Trustee Davi to recess into Executive Session at the hour of 8:49 p.m. to discuss:

- COLLECTIVE NEGOTIATING MATTERS BETWEEN THE VILLAGE AND ITS EMPLOYEES AND THEIR REPRESENTATIVES PURSUANT TO CHAPTER 5 ILCS 120/1 (c)(2)

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

MOTION DECLARED CARRIED

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

The Board reconvened into the Regular Session Meeting at the hour of 9:13 p.m.

17. ADJOURNMENT

MOTION: Made by Trustee Mistele, seconded by Trustee Davi, to adjourn the regular meeting at the hour of 9:14 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

\_\_\_\_\_, 2010

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

Minutes transcribed by Debbie Hahn.

June 28, 2010  
1

EXECUTIVE SESSION: ITEM 4 (B)

For the record, we now turn to the second item on this Executive Session Agenda. I remind everyone present that the closed session discussion of this item is to be treated by all as confidential subject matter under Section 2 (C)(3) of the Open Meetings Act as it deals with the possible discipline of an occupant of a Village public office. Given the serious nature of this matter, I also remind all here of the express prohibition in Section 1-12-3 (D) of the Village Code regarding any disclosure of this confidential matter to a third party.

For some time now, I have been privy to a verbal statement given me earlier this year by a partner of the Sikich Company advising that one of this Board's Trustees had contacted him in writing for the express purpose of soliciting his Company's possible lease or purchase of office/warehouse facilities in which that Trustee held an ownership interest. The said Trustee's written communication indicated that these facilities could be used by Sikich for its new corporate headquarters' offices.

In a recent conversation with our Attorney about my own alleged conflict of interest in the 2010-2011 MET Road Maintenance Contract matter, the intendment of the Village's Code of Ethics and the obligation it imposes upon every public officer of this Village, including myself, to avoid both the appearance and the actuality of a conflict of interest, I made

passing mention of the statement I had been given by the partner regarding the said Trustee's alleged business solicitation of Sikich.

In response, our Attorney advised that, because of the contractual relationship between Sikich and the Village, such a solicitation (if it actually occurred) was of questionable propriety. Given the public office I hold, he advised that I secure some evidence from that partner confirming the alleged solicitation before bringing this matter before this body. To that end, he suggested that said partner be asked to reduce his statement to writing. Upon hearing this advice, I asked, instead, that our Attorney contact the Sikich partner himself and inquire if he was willing to confirm his statement in written form for its consideration by this body. On Thursday, our attorney informed me that he had spoken to that partner and had been assured that I would receive his statement in written form the next day. On Friday, I received a letter from the Sikich partner confirming his earlier statement.

After receiving this letter, I asked our Attorney for his advice as to what kind of due process we should follow in dealing with this matter. He first advised that all discussion of this matter by this body be confined to confidential executive sessions under Section 2 (c)(3) of the Open Meetings Act. Secondly, he advised that, before this body makes its determination as to what, if any, discipline of the said Trustee is appropriate in this case, that this matter first be referred to the Village Ethics Officer for his professional guidance as authorized

by Section 1-12-3.2(H) of our Code of Ethics. Thirdly, for tonight's Executive Session, our attorney advised that our discussion of this matter be confined to the following enquiries of the said Trustee:

1. Does he admit or deny that he made a written solicitation of Sikich as is alleged in the partner's letter?
2. If he admits to having made such a written solicitation, will he agree to provide this body with a copy of said writing before the next regular board meeting?

or,

3. If he admits only to having made written contact with Sikich but denies that said writing was a solicitation, will he agree to provide this body with a copy of this writing before the next regular board meeting?

Finally, our attorney advises that once this body has the answers to at least these questions in hand, that we then refer the matter to the Village Ethics Officer for his guidance before we take any further action.

That being said, I ask that copies of the Sikich letter now be disseminated to each member of the corporate authorities for our discussion and consensus. Following that, I ask that these copies then be returned to me excepting that copy of the Sikich letter received by the Trustee named therein. At this

point, this matter is now open for discussion. Does any Trustee now seek recognition to speak first on this matter?

.....

Trustee \_\_\_\_\_ is recognized!

7

ATTACHMENT A  
BOT EX. SESSION MTG 7-12-10

July 17, 2010

STATEMENT OF PAUL SCHOENBECK  
TO THE BOARD OF TRUSTEES

1 of 4

1. Last meeting the President stated that:

"For some time now, I have been privy to a verbal statement given me earlier this year by a partner of the Sikich Company advising that one of this Board's Trustees had contacted him in writing for the express purpose of soliciting his Company's possible lease or purchase of office/warehouse facilities in which that Trustee held an ownership interest. The said Trustee's written communication indicated that these facilities could be used by Sikich for its new corporate headquarters' offices."

2. It is unfortunate that this concern was not promptly addressed while memories were fresh and details sharp. Nevertheless, as the Board may recall, as the workshop tapes may show and the accountant may recall the events are straightforward.

3. I recall Fred invited Board members to contact him if any of them knew of property available as they were looking for a larger facility. I recall the # of sq. feet was over 30,000. My affidavit spells out my response to his inquiry.

4. Last meeting the President reported:

"In response, our Attorney advised that, because of the contractual relationship between Sikich and the Village, such a solicitation (if it actually occurred) was of questionable propriety. Given the public office I hold, he advised that I secure some evidence from the partner confirming the alleged solicitation before bringing this matter before this body. To that end, he suggested that said partner be asked to reduce his statement to writing. Upon hearing this advice, I asked, instead, that our Attorney contact the Sikich partner himself and inquire if he was willing to confirm his statement in written form for its consideration by this body. On Thursday, our attorney informed me that he had spoken to that partner and had been assured that I would receive his statement in written form the next day. On Friday, I received a letter from the Sikich partner confirming his earlier statement."

5. Apparently neither the President nor the Attorney recall the accountant asking for information regarding available sites. The accountant's letter validates the accounting firm's search for space and that I had responded to their general inquiry after the October meeting. Obviously, Fred did not consider there to have been anything improper in our discussion of October, 2009, or he would have made a report to the Board. Indeed, his letter of June 25, 2010 does not suggest that there was anything improper.

6. As to the facts on this matter; I did indeed have knowledge of 2 properties in the I-88 corridor. International Bldg. (Winfield and 88); Old Newman Houses (some new), so I called Fred. He was not available so I left a message...this was the following week in October of the workshop. Fred returned my call about a week later...we had a pleasant discussion about both sites...and in the course of the discussion, I stated that I had also available a storage/warehouse building in Darien. He asked specifics and I responded with some detail and said he would keep his eye out should any of his clients

need such space...note there is no way either of us could imagine that my building could suit his needs...not large enough office space, outside the area he was looking in. In fact, Fred wished me luck, and even stated in the conversation that they had checked out 1 of the sites I mentioned, the International site. Since that conversation, I have not received any response to this e-mail. No call backs, no contracts, no engagement agreements, no follow-up from Fred, no money, no gifts, no leases have been executed between Sikich and the properties I identified, and none of the above documents or transaction have occurred with my building. This is no more than responding to an invitation for help from a firm that has always displayed the highest integrity and ethical conduct in their relations with this Board and the Village.

7. Last week the President stated that:

“Finally, our attorney advises that once this body has the answers to at least these questions in hand, that we then refer the matter to the Village Ethics Officer for his guidance before we take any further action.”

8. This sounds like there is a preconceived conclusion on the incomplete facts reported that there already was sufficient information to require referral to the Ethics Officer. This statement appears to have the preconceived notion that there is anything in fact appropriate to refer.

9. I am disappointed that this matter has been handled in the manner it has without any genuine attempt at a proper and independent investigation with the focus on getting all the facts rather than jumping to conclusions based upon speculation, surmise and innuendo. As the Sikich letter reflects, the inquiry on behalf of this Board to them was suggestive rather than neutral and missed key facts such as the location and size they required.

10. Fred had asked me to send him some information if I had any, he would pass on if he heard anyone needed such space. I sent Fred an e-mail and an attachment of our advertisement. I did not send Fred any Lease agreement, and there was never any discussion about entering into an agreement with Sikich. He asked specifics and I responded with some detail...note there is no way either of us could imagine that our building could suit his needs...not large enough, not enough office space, outside the area he was looking in.

11. Just as I offered Sikich two unrelated locations for their consideration, I gave them my data should they know of anyone looking for a building with the characteristics of mine. If there had been any transaction between Sikich and my company there would have been full disclosure and transparency, required or not.

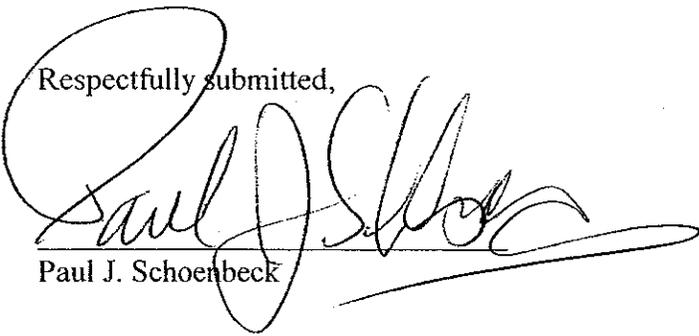
12. I am aware of the guidelines for our conduct. I have had numerous times that I have recused myself from voting on a matter, or discussion...examples; When the Police Dept. purchased a camera recording system, I let the Board know I use that same company---I didn't vote or participate in the discussion. This same scenario was true with Hinsbrook Bank & Trust, and in one case, the Support Our Troops, my Company delivered the packages to be shipped to the Westmont Post Office, but did so at NO CHARGE! For the record, I have had the humble pleasure of serving my community---on the Board of Trustees with the Clarendon Heights Fire Dept., including when the Fire

Dept. was annexed into Tri-State, a good example of "government consolidation". I served on the Board of the Sheriffs Crime Stoppers, I have served over 11 years on this Board, partnered in a Company-for over 33 years—that serves the Tri-State area under the authority of 9 Federal and State regulatory agencies, including Homeland Security Dept. I served as the Treasurer on my Homeowners Assoc., and was a member in good standing with the Illinois Fire and Police Commissioners assoc., as part of the duties in serving the Tri-State Fire District as a Commissioner for over 9 years. I have never been accused of any wrong doing, I have passed all federal and state criminal background checks and have been placed in sensitive positions many times.

13. So where are we now? The Board can determine that my affidavit and statement are satisfactory and end the matter. Alternatively, the Board can authorize a proper, independent investigation to get all the facts and then determine an appropriate course of action. As an independent investigator, I would suggest using a former state or federal prosecutor who is familiar with investigations to conduct the inquiry. The investigator should interview all persons in attendance at the October meeting, including Frederick Lantz and myself.

14. If you have any questions, I will respond to them now or later as you see fit.

Respectfully submitted,



Paul J. Schoenbeck

Dated: July 12, 2010

ATTACHMENT A  
BOT EX. SESSION MTG 7-12-10

July 12, 2010

AFFIDAVIT

2 of 4

I, Paul J. Schoenbeck, being first duly sworn, depose on oath and state as follows:

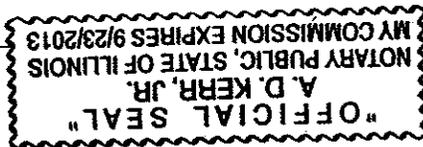
1. I am a member of the Board of Trustees of The Village of Willowbrook.
2. In October 2009 the Board held a planning workshop attended by the Board and select staff, including the attorney and accountant.
3. During the workshop the accountant advised that his firm was looking for a larger facility and asked that he be contacted if anyone knew of available property. During the workshop, he advised everyone that he was looking for about 30,000 square feet of appropriate professional office space.
4. About two weeks after the workshop, I spoke with Fred Lantz of Sikich LLP and informed him as follows:
  - a. I advised him that I was aware of two properties which might be suitable for his purposes: the International Harvester Building at Winfield Road and Route I-88 and the Old Newman Homes Building in or around Naperville Road and Route I-88.
  - b. He advised me that he had already checked out the International Harvester site.
  - c. Additionally, during a general discussion, I informed him that I had storage/warehouse space available in Darien should he be aware of anyone looking for that type of space.
  - d. We wished each other good luck in our endeavors.
5. After our discussion, I emailed the accountant the detail of the storage/warehouse site which I had told him about. A copy of the email and its attachment are Exhibit 1 hereto.
6. There have been no other discussions or communications between the accountant and I on this matter.
7. I am unaware of the status of the accountants search for new and larger space.
8. My storage/warehouse site remains on the market.

Further Deponent sayeth naught

*[Handwritten signature]*

SUBSCRIBED AND SWORN to before me this 12 day of July, 2010.

*[Handwritten signature]*  
Notary Public



*July 12, 2010*

Subj: **Rental Space**  
Date: 11/3/2009  
To: [flantz@sikich.com](mailto:flantz@sikich.com)  
CC: **Repart**

**ATTACHMENT A  
BOT EX. SESSION MTG 7-12-10**

Fred;

Thank you for the call back, per our discussion attached is the information on our rental space. If you have any questions, please call me.

Paul Schoenbeck, Manager  
RE-PART, LLC  
1000 No. Frontage Rd.-Ste. A  
Darien, IL 60561

PHONE: (630)434-7000

FAX : (630)434-7100  
e-mail ..... [repart@aol.com](mailto:repart@aol.com)

(M)

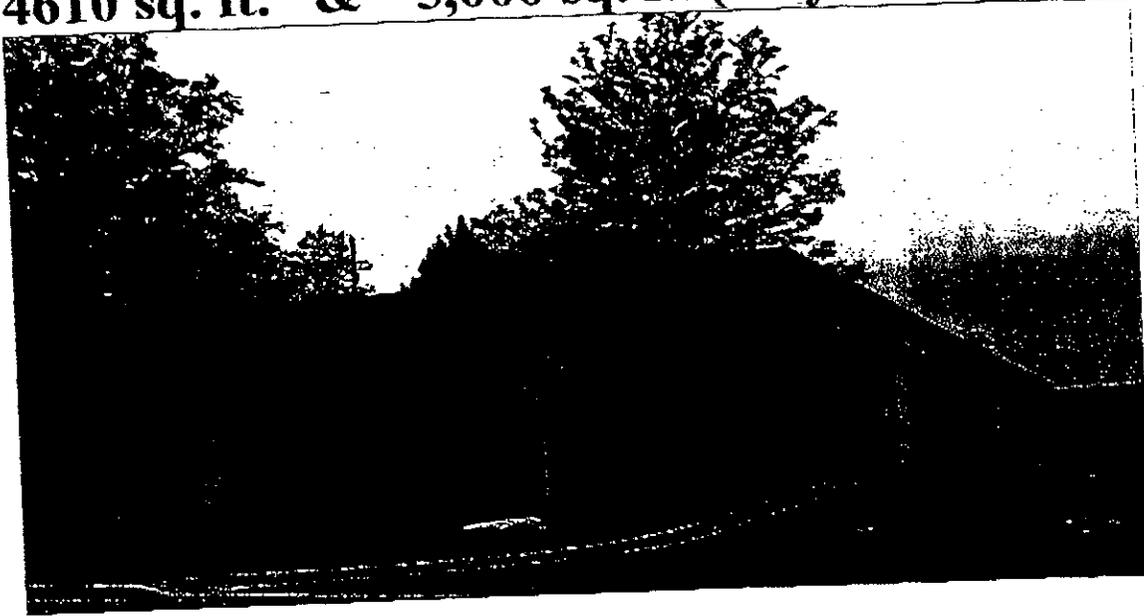
Vol 12, 2010

# AVAILABLE

4 of 4

## FOR LEASE -----2 UNITS

### 4610 sq. ft. & 5,000 sq. ft. (may combine)



**\*DARIEN LOCATION – Convenient to I-55 (off I-55 & Cass Ave.)**

**\*2 Units may be combined for a larger 9000 + sq.ft. use!**

**\*Large Drive-In-Door (12ft. x 14ft.)**

**\*Separate utility metered.**

**\*HIGH ceiling clearance (over 16 foot)**

**\*Gross rent (incl. outside maintenance)**

**\*Sprinkler**

**\*Terms negotiable**

**\*3-phase electric available**

**\*IMMEDIATE occupancy!**

**\*Excellent corner location with plenty of signage**

**\*Floor drain/hose bibs**

*For further information & to make appointment to view call;*

**PHONE: (630) 434-7000**

**SEPTEMBER 13, 2010**

**PRESIDENT'S REPORT**

My Report tonight is somewhat lengthy as it consists of three (3) elements: firstly, the public recital of a conflict of interest complaint that heretofore has only been considered by this body in closed session; secondly, a restatement of the gist and status of a conflict of interest complaint that heretofore has been considered by this body in open session; and, finally, the preferment of an entirely new conflict of interest complaint tonight for this body's initial consideration.

**I**

Firstly, as to the matter of the public recital of a conflict of interest complaint that, heretofore, had only been considered by this body in closed session, tonight's

record will reflect that we have just voted to release the approved minutes of our prior closed session consideration of a conflict of interest complaint against Trustee Schoenbeck. Our prior consideration of this complaint was, however, based upon a mistaken belief that the Open Meetings Act allowed for our closed session consideration of an alleged conflict of interest by a Trustee. We have since reconsidered that view and now believe that the Act requires that our consideration of this type of allegation occur in open session. Accordingly, we have this evening elected to release those portions of our closed session minutes for June 28, 2010; July 12, 2010; and, July 26, 2010 insofar as they describe our prior consideration of the complaint against Trustee Schoenbeck of having allegedly violated the Village Code of Ethics by engaging in conduct giving rise to either the appearance or the actuality of a conflict of interest between his personal and private business

interests and the performance of his duties and responsibilities as an elected officer of this Village.

For the purpose of further correcting the record of this complaint, I will now recite in this open session the gist and status of the allegation considered in those closed sessions. To begin with, on June 28, 2010, I reported in closed session the following: that Trustee Schoenbeck had allegedly written one of this Village's independent contractors, the Sikich Company, for the express purpose of soliciting that Company's possible lease or purchase of office/warehouse facilities in which the Trustee held a private ownership interest. I further reported my receipt of a letter from a partner of the Sikich Company evidencing the alleged solicitation. I then asked Trustee Schoenbeck that evening to make answer to the following question: "Does he admit or deny that he made a written solicitation of Sikich as is

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alleged in the partner's letter?" Rather than immediately answering that question, Trustee Schoenbeck stated that he first wanted to consult with his lawyer. Whereupon, this body elected to defer its further consideration of this allegation to July 12, 2010 to allow Trustee Schoenbeck time in which to consult with his attorney before making any answer to the said question.

On July 12, 2010, I again posed the very same question to Trustee Schoenbeck in closed session. On that occasion, the Trustee made a lengthy answer by way of a prepared statement. We then adjourned without any further consideration of the complaint.

On July 26, 2010, we again recessed into closed session to consider this complaint against Trustee Schoenbeck. However, at the outset, we were advised

by our attorney that he had reconsidered the Open Meetings Act and now believed that it was error to have considered this complaint in closed session on June 28, 2010 and July 12, 2010. Our attorney also advised that all future consideration of this complaint should properly take place in open session until its possible reference to the Village Ethics Officer. As for our prior closed session consideration of this complaint, he advised that we cure that procedural error by first approving and then releasing such portions of our closed session minutes of June 28, 2010, July 12, 2010 and July 26, 2010 insofar as they describe our proceedings with respect to this complaint.

Pursuant to that advice, on August 23, 2010, this body voted its approval of the closed session minutes of June 28, 2010, July 12, 2010, and July 26, 2010. This evening, we have voted to release for public examination

those portions of those approved closed session minutes as relate to this complaint. By virtue of tonight's release of those closed session minutes and this public recital of the gist of the said complaint, we make fully transparent the nature of our prior closed session consideration of a complaint that Trustee Schoenbeck has allegedly violated the Village Code of Ethics by soliciting the private business of the Sikich Company, an independent contractor then also doing public business with this Village.

## II

Secondly, for the purpose of restating both the gist and the present status of a conflict of interest complaint that heretofore has been considered by us in open session, the prior open session record reflects that on July 26, 2010 and August 9, 2010, we considered a

second complaint against Trustee Schoenbeck for allegedly violating the Village Code of Ethics by engaging in conduct giving rise to either the appearance and/or the actuality of a conflict of interest between his personal and private business interests and the performance of his duties and responsibilities as an elected officer of this Village.

The gist of our prior consideration of this second complaint alleging a further violation of the Village's Code of Ethics consists of the following: On July 26, 2010, I reported in open session that I had received an allegation that one of the Village's contract vendors, Best Quality Cleaning, Inc., (which, for the sake of brevity, I will hereafter refer to as BQC) was also doing business with Trustee Schoenbeck. Given this allegation, I directed our attorney to investigate this matter as it too suggested another possible conflict of interest. Our

attorney investigated the matter and informed me that BQC had confirmed that it had, in fact, been approached by Trustee Schoenbeck who requested that BQC provide him with a business proposal to clean his Uni-Carrier Building. The attorney further informed me that BQC had also been doing business with Trustee Schoenbeck since September 8, 2009 per a written janitorial service contract to clean the said Uni-Carrier Building. He advised that, in his opinion, this conduct could warrant a conflict of interest complaint against Trustee Schoenbeck. In light of this advice, I put three propositions to Trustee Schoenbeck on July 26, 2010 and asked that he either admit or deny each of them at the Board's next meeting of August 9, 2010:

1. That Trustee Schoenbeck has been doing business with BQC since September 8, 2009, per

a written janitorial service contract to clean his Uni-Carrier Building;

2. That Trustee Schoenbeck had affirmatively participated in voting on the extension of BQC's bid-waiver contract with this Village; and,

3. That Trustee Schoenbeck did not disclose his private business relationship with BQC to this body before participating in the voting on the extension of BQC's bid-waiver contract with this Village.

On August 9, 2010, I reiterated these same 3 propositions to Trustee Schoenbeck and called again upon him to admit or deny the same. In response, Trustee Schoenbeck read a lengthy prepared statement into the record. I then suggested that the body defer its

further consideration of this second conflict of interest complaint until our receipt and review of our Attorney's Opinion as to the standard of evidence that should be met before a referral of this or any other conflict of interest complaint to the Village Ethics Officer for his investigation and determination.

On August 23, 2010, we each received an Advisory Opinion from the Village Attorney as to the standard of evidence that he advised should be met before the referral of any conflict of interest matter to the Village Ethics Officer. As there has yet to be any discussion of the said Advisory Opinion by this body, I suggested that there be no such referral of the Sikich complaint, the BQC complaint or any other conflict of interest complaint against Trustee Schoenbeck until we had thoroughly discussed the said Opinion.

### III

Finally, in the wake of the Sikich and QBC allegations, I directed our attorney to also investigate the question of whether there was any substance to additional allegations I had heard that Trustee Schoenbeck has for many years been doing private business with a Bank that over the same period of time has also been doing public business with this Village? Following his investigation, our attorney advised me that he had found substantial evidence that could support allegations that Trustee Schoenbeck had engaged in a course of conduct giving rise to both the appearance and the actuality of a conflict of interest between his personal and private business interests and the performance of his duties and responsibilities as an officer of this Village. Our attorney further advised me that, in his professional opinion, the evidence of this course of conduct could support a third

conflict of interest complaint against Trustee Schoenbeck. In the Appendix to this President's Report, are found the attorney's investigative findings which I believe support five (5) specific allegations, all made on information and belief, of this third conflict of interest complaint against Trustee Schoenbeck, to-wit:

**Allegation #1:**

That, on October 25, 1999, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board approving Resolution #99-R-46 to transfer this government's banking services to the Hinsbrook Bank & Trust Company, a bank that is believed to also then have been doing business with Uni-Carrier, Inc., a private business entity owned and controlled in very substantial part by Trustee Schoenbeck;

**Allegation #2:**

That, on June 12, 2000, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board adopting Ordinance #00-0-21 which authorized the Village's issuance of \$1,300,000.00 of its Alternate Revenue Bonds for the purpose of financing the improvement of Willowbrook's municipal water system with the proceeds received from its sale of those Bonds to the Hinsbrook Bank & Trust Company, a bank that is believed to also then have been doing business with Uni-Carrier, Inc., a private business entity owned and controlled in substantial part by Trustee Schoenbeck;

**Allegation #3:**

That, on October 9, 2000, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board adopting Ordinance #00-0-31 which

expressly authorized the Village's issuance of \$1,042,000.00 of its Series 2000 General Obligation Limited Tax Debt Certificates to finance a land purchase for a new Village maintenance garage with the proceeds derived from its sale of the said Tax Certificates to the Hinsbrook Bank & Trust Company, a bank that is believed to also then have been doing business with Uni-Carrier, Inc., a private business entity owned and controlled in very substantial part by Trustee Schoenbeck;

**Allegation #4:**

That, on May 12, 2003, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board adopting Ordinance #03-0-11 which, in pertinent part, authorized the refinancing of the aforesaid Village land purchase for a new maintenance garage with the proceeds derived from

the sale of \$664,000.00 of its Series 2003 General Obligation Limited Tax Debt Certificates to the Hinsbrook Bank & Trust Company, a bank that is believed to also then have been doing business with Uni-Carrier, Inc., and Re-Part, LLC., private business entities both owned and controlled in substantial part by Trustee Schoenbeck; and,

**Allegation #5:**

That on April 28, 2008, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board to adopt Ordinance #08-0-09 granting the following: (a) an application for a Bank Drive-Thru Special Use Permit; (b) an application amending Special Use Permit #86-28; and, (c) an application for an Amended Preliminary and Final Plat of Subdivision & Planned Unit Development for a bank property commonly known as 6262 S. Route 83,

Willowbrook, Illinois 60527, all as requested by the zoning applicant, the Hinsbrook Bank & Trust Company, a bank that is believed to also then have been doing business with Uni-Carrier, Inc., and Re-Part, LLC., private business entities both owned and controlled in very substantial part by Trustee Schoenbeck.

Given the obvious seriousness of this lengthy third conflict of interest complaint, I do not intend that Trustee Schoenbeck tonight be required to make any answer to these five specific allegations. However, by the next regular board meeting of this body on September 27, 2010, I will require that he admit or deny in detail these 5 specific allegations.

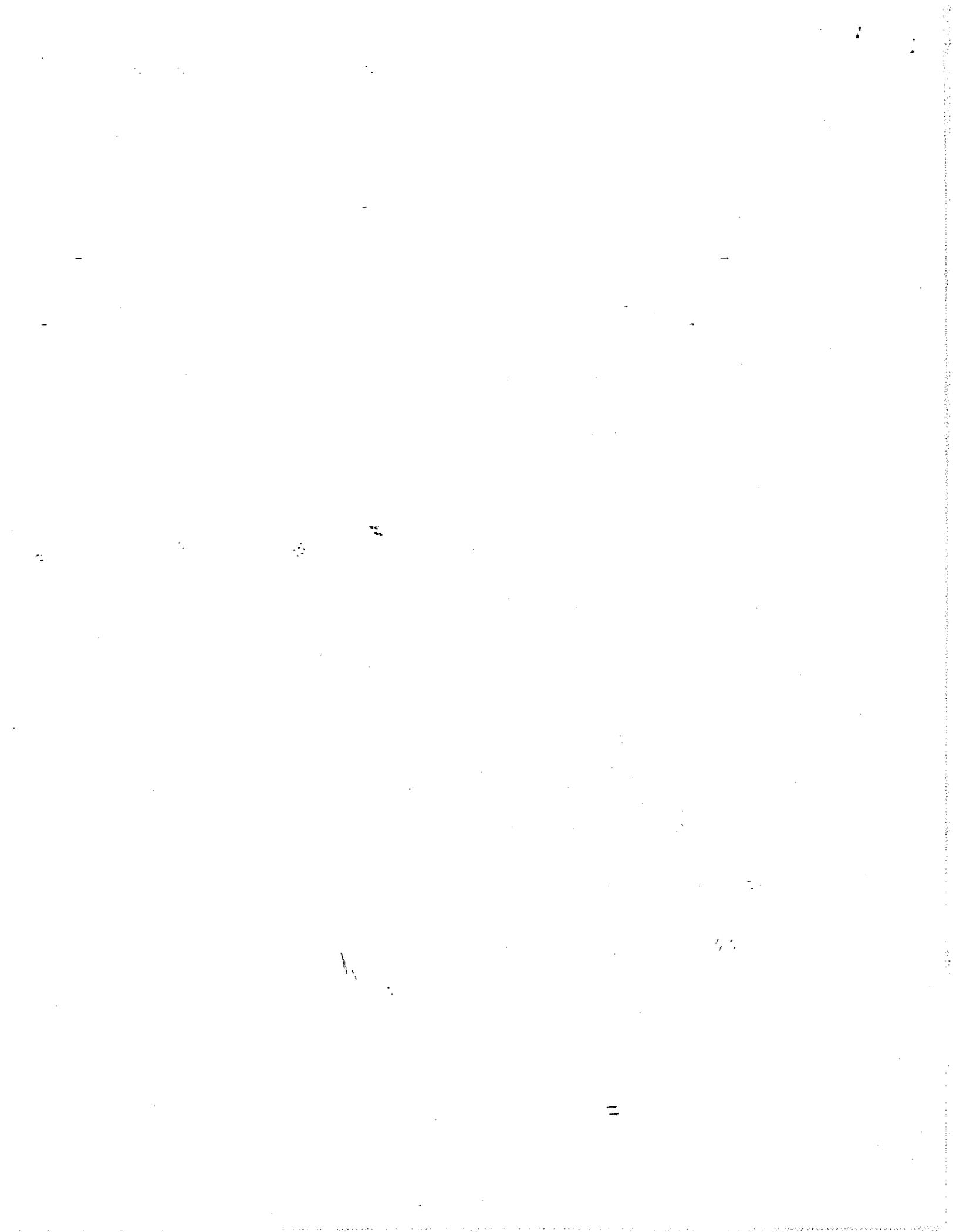
At that same September 27, 2010 board meeting, I will suggest that this body discuss the Village Attorney's Advisory Opinion as to the standard of evidence that

should be met before a referral of any or all of these three (3) conflict of interest complaints to the Village Ethics Officer for his investigation and determination.

After that discussion, I will entertain a motion to refer any or all of these three (3) conflict of interest complaints to the Ethics Officer for his investigation and determination.

Finally, I am tonight now making available copies of the full text of both this Report and the Investigative Findings Appendix referred to therein to each of the corporate authorities, to the Clerk and to any members of the press or public who request a copies of the same.

This concludes tonight's Report. I will now entertain a motion to adjourn into closed session for the body's consideration of collective negotiating matters.





SEPTEMBER 13, 2010

**INVESTIGATIVE FINDINGS APPENDIX**

- A. That Trustee Schoenbeck has been an elective officer of this Village since April, 1999.
- B. That Trustee Schoenbeck is a 50% owner and President of Uni-Carrier, Inc., an Illinois Corporation long doing business in this state.
- C. That Uni-Carrier, Inc., does business today as a transportation and delivery service company from a building located upon property commonly known as 1000 N. Frontage Road, Darien, Illinois 60561 and legally described as:
- Lot 1 in Gasaway's Subdivision being a Subdivision of part of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded September 03, 1987 as Document R87-140401 in Du Page County, IL;*
- and, that the said property has the following Permanent Index Number: 09-34-300-022.

D. That Trustee Schoenbeck is a 50% General Member and Manager of Re-Part, LLC., an Illinois Limited Liability Company doing business in this state.

E. That Re-Part, LLC. does business as a real estate investment company from Post Office Box #794, Westmont, Illinois, 60559.

F. That the Community Bank of Willowbrook, a branch of the Hinsdale Bank & Trust Company, is the present successor-in-interest to the former Hinsbrook Bank & Trust Company of Willowbrook, Illinois, located at 6262 S. Route 83, Willowbrook, Illinois 60527.

G. That the Hinsbrook Bank & Trust Company first acquired record title to the property referenced above at item C as an Illinois Land Trustee under its Trust No. 96-005 pursuant to a Trust Agreement dated February 20, 1996.

H. That, as Trustee aforesaid, the Hinsbrook Bank & Trust Company thereafter transferred title ownership of the said property to Re-Part, LLC. by the grant of a Trustee's Deed

dated December 8, 1999 and recorded as Document #R2000-016016 on February 1, 2000 with the Du Page County Recorder.

- I. That the said Trustee's Deed recites on the document's face that the Hinsbrook Bank & Trust Company's December 8, 1999 transfer of title ownership of the said property to the Re-part LLC. is claimed by the parties to this conveyance to be an exempt transfer of real estate not subject to the otherwise applicable real estate transfer tax, per the transfer tax exemptions formerly set forth at paragraph E, section 4 of the Illinois Real Estate Transfer Act and now found at 35 ILCS 200/31-45; and, that the said transfer of the property's title ownership to Re-Part, LLC, (a real estate investment company) was likely done for the purpose of enabling that company to use said property as collateral for any of its future lending applications.
  
- J. That said exempt transfer also appears to support the following inferences: (i) that the beneficial owner of the aforesaid land Trust 96-005 having the power to direct the Trustee's conveyance of the Trust property likely was either

Trustee Schoenbeck or a business entity owned and controlled in substantial part by him; (ii) that the December 8, 1999 Deed transfer of title to the said property from the said Trust to the Re-Part, LLC was a related-parties transfer and not based on a "for value" sale as no consideration and no transfer tax was paid at the time of the conveyance; and, (iii) that the transfer of the property's legal title from the said Trust to the LLC was likely in furtherance of the aforesaid investment plan as both the property and the two (2) transfer entities were apparently controlled or owned in substantial part by Trustee Schoenbeck at the time of the said transfer.

K. That bank officials confirm that Uni-Carrier, Inc., has for many years been doing business both with the Hinsbrook Bank & Trust Company and thereafter, with its successor-in-interest, the Community Bank of Willowbrook; and, that public records confirm that the Re-Part LLC has been doing business with the Hinsbrook Bank & Trust Company since the date of December 8, 1999 when it acquired title to the aforesaid property by the said Trustee's Deed transfer.

L. That the record shows (i) that the said Trust Agreement of February 20, 1996 was executed before Trustee Schoenbeck became an officer of this Village, but (ii) that the said Deed transfer to Re-Part, LLC on December 8, 1999 was executed after Trustee Schoenbeck became an Officer of this Village in April, 1999.

M. That, after Re-Part acquired title ownership to the said property, it granted the Hinsbrook Bank & Trust Company a security interest in and to the aforesaid property to secure its Note in an indebted amount of \$40,000.00 by a Mortgage instrument dated May 7, 2003 and recorded as Document # R2003-231756 on June 19, 2003 with the Du Page County Recorder.

N. That Re-Part LLC., thereafter granted to the Hinsbrook Bank & Trust Company still another security interest in and to the aforesaid property to secure its Note in an indebted amount of \$784,000.00 by a Mortgage instrument dated December 11, 2003 and recorded as Document # R2003-478757 on December 22, 2003 with the Du Page County Recorder.

- O. That Re-Part LLC., also then granted to the Hinsbrook Bank & Trust Company still another security interest in and to the aforesaid property to further secure payment of its indebtedness and its performance of obligations under the aforesaid Notes in the amount of \$784,000.00 by an Assignment of Rents dated December 11, 2003 and recorded as Document #R2003-478758 on December 22, 2003 with the Du Page County Recorder.
- P. That Re-Part LLC., later granted to the Hinsbrook Bank & Trust Company in 2005 a further security instrument in and to the aforesaid property. This 2005 security interest increased the principal amount of its indebtedness from \$784,000.00 to \$800,000.00 by a Modification of Mortgage dated January 14, 2005 and recorded February 7, 2005 as Document #R2005-026379 with the Du Page County Recorder.
- Q. That, on October 25, 1999, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board to approve Resolution #99-R-46 transferring this Village's banking services to the Hinsbrook Bank & Trust



Company, which Village banking services are today provided by that bank's successor-in-interest, the Community Bank of Willowbrook.

R. That, on June 12, 2000, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board to adopt Ordinance #00-0-21 authorizing the Village's sale of \$1,300,000.00 in Alternate Revenue Bonds for purchase by the Hinsbrook Bank & Trust Company to finance the Village's improvement of its water system.

S. That, on October 9, 2000, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board to adopt Ordinance #00-0-31 authorizing the Village's sale of \$1,042,000.00 of its Series 2000 General Obligation Tax Debt Certificates to the Hinsbrook Bank & Trust Company to finance a land purchase for a new Village maintenance garage.

T. That, on May 12, 2003, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board to adopt Ordinance #03-0-11 authorizing the refinance of a Village land

**purchase for said new maintenance garage with the proceeds derived from the sale of its Series 2003 General Obligation Tax Debt Certificates to the Hinsbrook Bank & Trust Company at a price of \$664,000.00.**

**U. That, on April 28, 2008, Trustee Schoenbeck affirmatively participated in a roll call vote of the Village Board to adopt Ordinance No. #08-0-09 granting (a) an application for a Bank Drive-Thru Special Use Permit, (b) an application amending Special Use Permit 86-28 and, (c) an application for an Amended Preliminary and Final Plat of Subdivision & Planned Unit Development for a bank property commonly known as 6262 S. Route 83, Willowbrook, Illinois 60527, all for the use and benefit of the zoning applicant, the Hinsbrook Bank & Trust Company.**