

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, SEPTEMBER 8, 2008, AT 7:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OMNIBUS VOTE AGENDA
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - August 25, 2008 (APPROVE)
 - c. Warrants - September 8, 2008 - \$349,180.99 (APPROVE)
 - d. Monthly Financial Report - August 31, 2008 - \$17,696,611.78 (ACCEPT)
 - e. MOTION TO APPROVE - 2008 MFT ROADWAY MAINTENANCE PROGRAM: PAYOUT #1 - PARTIAL PAYMENT, K-FIVE CONSTRUCTION CORPORATION - \$321,190.20 (APPROVE)
 - f. MOTION TO APPROVE - VILLAGE HALL BRICK FAÇADE TUCKPOINTING PROJECT - J. ANDERSEN & SONS COMPANY, LOMBARD - \$3,920.00 (APPROVE)
 - g. ORDINANCE NO. 08-O-22 - AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)
 - h. ORDINANCE NO. 08-O-23 - AN ORDINANCE AUTHORIZING THE SALE OF ABANDONED, LOST OR STOLEN PROPERTY PURSUANT TO THE LAW ENFORCEMENT DISPOSITION OF PROPERTY ACT (PASS)
 - i. RESOLUTION NO. 08-R-55 - A RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC CONTROL AGREEMENT - ASCOT GLEN COMMUNITIES (ADOPT)

NEW BUSINESS

5. MOTION - PRESIDENTIAL APPOINTMENT - VILLAGE TRUSTEE

6. VISITOR'S BUSINESS (Public comment is limited to three minutes per person)
7. RESOLUTION - A RESOLUTION AUTHORIZING THE ACTING VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT - FBG CORPORATION - FOR CONSTRUCTION OF A PUBLIC WORKS FACILITY
8. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH WESTERN UTILITY CONTRACTORS, INC. TO COMPLETE A VILLAGE HALL DRAINAGE IMPROVEMENT PROJECT
9. PRESENTATION - ACTING VILLAGE PRESIDENT INITIATIVES

OLD BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 25, 2008, 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 Acting President Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Michael Mistele, Michael Brown, Paul Schoenbeck, Timothy McMahon and Acting President Napoli. ABSENT: None. Also present were Village Clerk Leroy Hansen, Village Attorney Thomas Good, Village Administrator Phil Modaff, Chief of Police Edward Konstanty, Director of Municipal Services Timothy Halik, Planner Sara Hage and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Acting 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 11, 2008 (APPROVE)
- c. Warrants - August 25, 2008 - \$203,818.15 (APPROVE)
- d. ORDINANCE NO. 08-O-19 - AN ORDINANCE REZONING CERTAIN TERRITORY, GRANTING CERTAIN SPECIAL USE PERMITS, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION, AND RELATED MATTERS - 100 75th STREET (PASS)
- e. ORDINANCE NO. 08-O-20 - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 9, SUBSECTION 9-13-4(C)-6 - ZONING ORDINANCE; PROCEDURE FOR PLANNED UNIT DEVELOPMENTS; CHANGES IN THE RECORDED FINAL PLAN OF DEVELOPMENT AND FINAL PLAT (PASS)
- f. ORDINANCE NO. 08-O-21 - AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

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

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

ROLL CALL VOTE: AYES: Trustees Baker, Mistele, Schoenbeck, McMahon and Acting President Napoli; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

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

Phyllis Zimmer, 6446 Tennessee Avenue, commented that water directed onto her property and the filling of adjacent properties creates an adverse impact on her property.

6. DELINQUENT WATER BILLS

Director Halik reported there were no delinquent water bills.

7. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO A CERTAIN AGREEMENT - MARQUARDT & BELMONTE, P.C. - ADJUDICATION SERVICES FOR THE RED LIGHT PHOTO ENFORCEMENT PROGRAM

Chief Konstanty informed the Board that as part of the Red Light Photo Enforcement program the Village must provide their own adjudicators. Request for Proposals were sent to twenty-five (25) law firms and ten (10) firms responded. Staff reviewed the proposals and narrowed the selection to four (4) firms. Deputy Chief Foley, Deputy Chief Shelton, Chief Konstanty and Gorski & Good interviewed the attorneys representing the four firms on their knowledge of red-light enforcement, relationship with the village attorney, accreditation, court room security and their firm. After the interviews, the law firm of Marquardt & Belmonte, P.C. was unanimously selected. The Resolution before the Board this evening would allow the Village to enter into an agreement with Marquardt & Belmonte, P.c. to act as an Administrative Hearing Officer presiding over the Red Light Photo Enforcement Program.

Trustee Schoenbeck inquired if someone chose to go to a hearing are the Village's costs covered for what we are paying out. In other words, would the dates be set so that so many people would appear to cover the costs for the law firm to be adjudicating. Chief Konstanty responded that between the fines, the revenue generated by the violations and the amount of people that are being fined who are coming in for the adjudication, yes it would cover the cost.

Trustee Schoenbeck further inquired that if he got a ticket for \$100 and he chose to come and have it adjudicated is there an additional charge for him to come in or is it still going to cost him \$100.

Attorney Good responded yes, unless you failed to appear and went on further then it increases. It also has to be taken into consideration it is not just the monies that are levied pursuant to the hearings, it is the total revenue too.

Trustee Schoenbeck noted that it is not like traffic court where if I come in here I would spend more if I lose versus mailing \$100 in.

Attorney Good responded that if you get multiple appearances the answer is yes, the scale goes up. But for the first time coming in (to hearing) you cannot be charged more. He pointed out that in most municipalities that do it; the program does pay for itself.

Trustee Schoenbeck asked if there is anything extra if the person comes in versus if they pay by mail.

Attorney Good responded it would depend on how many times.

Trustee McMahon inquired if we were prohibited by Statute from charging for the first time? Attorney Good responded yes.

Chief Konstanty noted that the only time we are allowed to double the fees is if there is no provision for adjudication fees, in the State law. The only times fees increase is a late fee or along those lines.

Trustee Schoenbeck asked if the maximum we could charge is \$100 by Statute.

Chief Konstanty responded that the first violation is \$100 and if the person fails to pay then the fee goes up to \$200. If someone comes in after the \$200 fee to protest the ticket, then they are looking at a \$200 violation. There is State Statute with regard to the Red Light Photo Enforcement.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to adopt Resolution No. 08-R-54.

PERVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Mistele, Schoenbeck, McMahon and Acting President Napoli; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

8. MOTION - MOTION TO APPROVE FIRST QUARTER FINANCIAL REPORT - FISCAL YEAR 2009

MOTION: Made by Trustee Mistele, seconded by Trustee Schoenbeck, to approve First Quarter Financial Report for Fiscal Year 2009.

PERVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Mistele, Schoenbeck, McMahon and Acting President Napoli; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

OLD BUSINESS

9. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Mistele had no report.

Trustee McMahon had no report.

Trustee Schoenbeck had no report.

10. ATTORNEY'S REPORT

Attorney Good had no report.

11. CLERK'S REPORT

Village Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Administrator Modaff reported that the 75th Street Extension work is underway. They started the layout last week and mobilized all their equipment today.

Administrator Modaff informed the Board that the bids for the Public Works Facility are due this Friday.

Although we are only into the First Quarter of the Fiscal Year, Mr. Modaff pointed out that we are projecting a year end days of operating expenses in the General Fund of 167 days versus the budgeted 151.

Acting President Napoli informed the Board that Trustee Michael Brown announced his retirement from the Village Board and wanted to acknowledge his contributions over the years. Trustee Brown dedicated his time over the past eight (8) years to helping the community to

realize its full potential and making sure residents were served by an efficient government. He intends to remain active in his career as a film producer and director and he stated that it has been a pleasure representing the citizens of the Village of Willowbrook. On behalf of the Board, Acting President Napoli wished Trustee Brown the best and thanked him for his many years of service.

13. EXECUTIVE SESSION

There was no need for an Executive Session.

14. ADJOURNMENT

MOTION: Made by Trustee McMahon, seconded by Trustee Brown, to adjourn the regular meeting at the hour of 7:43 p.m.

PERVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Mistele, Schoenbeck, McMahon and Acting President Napoli; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____, 2008

Acting Village President

Minutes transcribed by Mary Partyka.

W A R R A N T S

September 8, 2008

GENERAL CORPORATE FUND -----	\$ 78,585.91
WATER FUND -----	44,015.43
HOTEL/MOTEL TAX FUND -----	10,531.35
POLICE PENSION FUND -----	1,600.00
SSA ONE PROJECT FUND -----	127,296.86
WATER CAPITAL IMPROVEMENTS FUND -----	27,612.21
CAPITAL PROJECT FUND -----	<u>59,539.23</u>
TOTAL WARRANTS -----	\$349,180.99



Sue Stanish, Director of Finance

APPROVED:

Robert A. Napoli, Acting Village President

VILLAGE OF WILLOWBROOK

RUN DATE: 09/03/08

BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 1

RUN TIME: 04:35PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
A/R CONCEPTS (117)	09/09 CK# 71237	\$41.67
COMMSN JULY 08 TRAFFIC FINES 01-310-502	01-310-502	41.67
AFLAC (46)	09/09 CK# 71239	\$42.00
135163ER/AUG EMP DED PAY - AFLAC FEE 01-210-221	01-210-221	42.00
AMSTERDAM PRINTING & LITHO (109)	09/09 CK# 71240	\$408.08
1603638 PRINTING 01-482-302	01-30-670-302	408.08
AQUA FIORI INC (113)	09/09 CK# 71241	\$130.00
9927 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	130.00
ASPEN AUTO BODY INC. (125)	09/09 CK# 71242	\$704.44
81208 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	704.44
AT & T (67)	09/09 CK# 71244	\$1,600.44
R26-5644 AUG 08 PHONE - TELEPHONES 01-420-201	01-10-455-201	637.60
R26-5644 AUG 08 PHONE - TELEPHONES 01-451-201	01-30-630-201	637.60
T36-1426 AUG 08 PHONE - TELEPHONES 01-420-201	01-10-455-201	79.44
Z99-4062 PHONE - TELEPHONES 01-420-201	01-10-455-201	245.80
AVALON PETROLEUM CO. (154)	09/09 CK# 71245	\$8,915.19
438365 GASOLINE INVENTORY 01-190-126	01-190-126	2,215.80
438366 GASOLINE INVENTORY 01-190-126	01-190-126	2,898.79
438367 GASOLINE INVENTORY 01-190-126	01-190-126	3,800.60
B.V. SANTIAGO CONSTRUCTION CO. (268)	09/09 CK# 71246	\$2,400.00
330 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	2,400.00
BARNACLE JOHN (191)	09/09 CK# 71248	\$44.27
08 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	44.27
BEST QUALITY CLEANING INC (194)	09/09 CK# 71249	\$1,675.00
30799/AUG 08 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,675.00
CENTRAL MANAGEMENT SERVICES/INC (305)	09/09 CK# 71250	\$140.00
29156/JULY 08 E.D.P. SOFTWARE 01-410-212	01-10-460-212	140.00
COLLEGE OF DUPAGE (364)	09/09 CK# 71252	\$300.00
82208012 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	100.00
82208026 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	200.00
COLLEGIATE PACIFIC (362)	09/09 CK# 71253	\$2,359.96
92789075 COURT IMPROVEMENTS 01-645-693	01-20-595-693	2,359.96
COMMONWEALTH EDISON (370)	09/09 CK# 71254	\$65.67
44031400110AUG ENERGY - STREET LIGHT 01-530-207	01-35-745-207	65.67
COMMUNICATIONS DIRECT, INC. (371)	09/09 CK# 71255	\$249.58
95737 RADIO EQUIPMENT 01-485-622	01-30-680-622	249.58
CONCRETE CLINIC (376)	09/09 CK# 71256	\$29.94
177936 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	29.94
DANUTA SIEMIASZKO (1466)	09/09 CK# 71257	\$100.00
PERMIT #34 PARK PERMIT FEES 01-310-814	01-310-814	100.00
DELTA DENTAL PLAN OF ILLINOIS (468)	09/09 CK# 71258	\$3,255.67
SEPT 08 EMP DED PAY-INS 01-210-204	01-210-204	511.99
SEPT 08 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	33.74
SEPT 08 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	77.55
SEPT 08 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	121.36
SEPT 08 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,197.56
SEPT 08 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	182.04
SEPT 08 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	131.43

VILLAGE OF WILLOWBROOK

RUN DATE: 09/03/08

BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 2

RUN TIME: 04:35PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
EILEEN MCNALLY (1466) PERMIT #38 PARK PERMIT FEES 01-310-814	09/09 CK# 71261 01-310-814	\$200.00 200.00
SCOTT EISENBEIS (547) 08 UNIFORMS UNIFORMS 01-451-345	09/09 CK# 71262 01-30-630-345	\$48.93 48.93
BETTY FENCL (2175) ROW BOND COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	09/09 CK# 71263 01-210-109	\$500.00 500.00
FIRESTONE TIRE & SERVICE (603) 134354 MAINTENANCE - VEHICLES 01-451-409	09/09 CK# 71264 01-30-630-409	\$889.86 889.86
FLEET SAFETY SUPPLY (611) 4510 COMMODITIES 01-482-331 45365 OPERATING EQUIPMENT 01-451-401	09/09 CK# 71265 01-30-670-331 01-30-630-401	\$2,365.98 2,136.48 229.50
FOREMOST PROMOTIONS (622) 33827 PRINTING 01-482-302	09/09 CK# 71266 01-30-670-302	\$711.40 711.40
GEM BUSINESS FORMS, INC. (666) 57635 PRINTING & PUBLISHING 01-451-302	09/09 CK# 71267 01-30-630-302	\$631.20 631.20
GENESIS STANO (1466) PERMIT #39 PARK PERMIT FEES 01-310-814	09/09 CK# 71268 01-310-814	\$200.00 200.00
GOVT FINANCE OFCRS ASSN (705) GFOA AWARD FEES & DUES	09/09 CK# 71271 01-25-610-307	\$415.00 415.00
W.W. GRAINGER (1999) 1064506742 PARK LANDSCAPE SUPPLIES 01-610-341 9707844669 OPERATING SUPPLIES & EQUIPMENT 01-503-401 970844651 OPERATING EQUIPMENT 01-540-401	09/09 CK# 71272 01-20-565-341 01-35-715-401 01-35-755-401	\$289.89 260.70 9.36 19.83
SARA HAGE (747) RGSTN TECH-240 SCHOOLS CONFERENCE TRAVEL 01-15-510-304	09/09 CK# 71273 01-15-510-304	\$49.95 49.95
HOME DEPOT COMMERCIAL (808) 5029807 STREET & ROW MAINTENANCE 01-535-328 6021508 STREET & ROW MAINTENANCE 01-535-328	09/09 CK# 71274 01-35-750-328 01-35-750-328	\$42.18 18.60 23.58
HOPPE'S TRENCHING, INC. (813) 1069 STREET & ROW MAINTENANCE 01-535-328 1070 STREET & ROW MAINTENANCE 01-535-328	09/09 CK# 71275 01-35-750-328 01-35-750-328	\$7,349.90 3,856.60 3,493.30
HOVING PIT STOP (816) 16518 LANDSCAPE MAINTENANCE SERVICES 01-610-342 16519 LANDSCAPE MAINTENANCE SERVICES 01-610-342	09/09 CK# 71276 01-20-565-342 01-20-565-342	\$280.00 140.00 140.00
ILL. MUNICIPAL LEAGUE (895) ZONING BOOK FEES DUES SUBSCRIPTIONS 01-15-510-307	09/09 CK# 71277 01-15-510-307	\$22.00 22.00
ILCMA (859) HUMMEL, G SCHOOLS-CONFERENCE TRAVEL 01-420-304	09/09 CK# 71278 01-10-455-304	\$30.00 30.00
KIPP'S LAWNMOWER SALES & SERVICE (1062) 354618 MAINTENANCE - EQUIPMENT 01-520-411 354620 MAINTENANCE - EQUIPMENT 01-520-411	09/09 CK# 71280 01-35-735-411 01-35-735-411	\$456.05 63.90 392.15
KOL & ASSOCIATES (2178) ROW 6816 QUNCY COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	09/09 CK# 71281 01-210-109	\$750.00 750.00
KONSTANTY EDWARD (1073) 8/11/08 SCHOOLS-CONFERENCE TRAVEL 01-451-304 8/25/08 SCHOOLS-CONFERENCE TRAVEL 01-451-304 8/27/08 SCHOOLS-CONFERENCE TRAVEL 01-451-304 HOLDER PHONE - TELEPHONES 01-451-201	09/09 CK# 71282 01-30-630-304 01-30-630-304 01-30-630-304 01-30-630-201	\$142.84 41.46 40.00 28.62 32.76

VILLAGE OF WILLOWBROOK

RUN DATE: 09/03/08

BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 3

RUN TIME: 04:35PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
KRAMER TREE SPECIALISTS INC. (1080)	09/09 CK# 71283	\$3,776.00
207306 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	390.00
207349 TREE MAINTENANCE 01-535-338	01-35-750-338	3,386.00
LAMINATION DEPOT INC (1115)	09/09 CK# 71284	\$35.98
47796A COMMODITIES 01-482-331	01-30-670-331	35.98
LAURENTINO RAMIREZ (1466)	09/09 CK# 71285	\$200.00
PERMIT #35 PARK PERMIT FEES 01-310-814	01-310-814	200.00
MARY ESKANDER (1466)	09/09 CK# 71286	\$200.00
PERMIT #37 PARK PERMIT FEES 01-310-814	01-310-814	200.00
METRO REPORTING SERVICE LTD. (1246)	09/09 CK# 71287	\$389.12
16458 FEES - COURT REPORTER 01-15-520-246	01-15-520-246	389.12
METROPOLITAN MAYORS CAUCUS (1252)	09/09 CK# 71288	\$313.85
2008-228 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	313.85
MIDWEST LASER SPECIALISTS, INC (1276)	09/09 CK# 71289	\$86.99
1043519 OPERATING SUPPLIES 01-451-331	01-30-630-331	86.99
ROBERT NAPOLI (1331)	09/09 CK# 71290	\$107.29
JUL/AUG SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	107.29
NEOPOST INC (1359)	09/09 CK# 71291	\$97.50
12637872 POSTAGE & METER RENT 01-420-311	01-10-455-311	97.50
NICOR GAS (1370)	09/09 CK# 71292	\$103.93
95476110002AUG NICOR GAS 01-405-235	01-10-466-235	103.93
NIMCO INC (2179)	09/09 CK# 71293	\$297.00
362295 COMMODITIES 01-482-331	01-30-670-331	297.00
NUTOYS LEISURE PRODUCTS (1400)	09/09 CK# 71294	\$14.60
32898 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	14.60
PETTY CASH C/O SUE STANISH (1492)	09/09 CK# 71296	\$277.76
9/3/08 COMMISSARY PROVISION 01-420-355	01-10-455-355	36.73
9/3/08 PUBLIC RELATIONS 01-435-365	01-10-475-365	45.03
9/3/08 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	71.71
9/3/08 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	71.30
9/3/08 OPERATING EQUIPMENT 01-451-401	01-30-630-401	52.99
PRO-TEK LOCK AND SAFE (1547)	09/09 CK# 71297	\$112.88
72442 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	41.32
72476 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	30.24
72484 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	41.32
PROTAC POLICE & FIRE EQUIPMENT INC (1544)	09/09 CK# 71298	\$514.84
5754 UNIFORMS 01-451-345	01-30-630-345	514.84
RYDIN DECAL (1652)	09/09 CK# 71299	\$288.14
233993 OFFICE SUPPLIES 01-420-301	01-10-455-301	288.14
SALAMAT M. ELAHI (1466)	09/09 CK# 71300	\$40.00
FUN KIT SUMMER RECREATION FEES 01-310-815	01-310-815	40.00
SCOTT CONTRACTING INC (1682)	09/09 CK# 71301	\$3,461.58
283 COURT IMPROVEMENTS 01-645-693	01-20-595-693	2,081.58
283 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,380.00
SOUTHWEST CENTRAL DISPATCH (1751)	09/09 CK# 71302	\$20,961.31
SEPTEMBER 08 RADIO DISPATCHING 01-483-235	01-30-675-235	20,961.31
SPRING-GREEN (1755)	09/09 CK# 71304	\$1,068.70
3503587 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	12.85

VILLAGE OF WILLOWBROOK

RUN DATE: 09/03/08

BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 4

RUN TIME: 04:35PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
3503591 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	1,055.85
SUE STANISH (1763)	09/09 CK# 71306	\$102.91
MAR - AUG GAS-OIL-WASH-MILEAGE 01-25-610-303	01-25-610-303	102.91
STAPLES (1767)	09/09 CK# 71307	\$70.65
8010360805 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	29.80
8010360805 OFFICE SUPPLIES 01-420-301	01-10-455-301	40.85
STETINA DOUGLAS & FRAN (1785)	09/09 CK# 71308	\$473.27
12/7/08 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	473.27
MICHELLE STRUGALA (1786)	09/09 CK# 71309	\$275.33
08 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	275.33
SUPER WAREHOUSE GOV (2181)	09/09 CK# 71311	\$239.94
G081230835 PRINTING 01-482-302	01-30-670-302	239.94
T.P.I. (1886)	09/09 CK# 71312	\$5,368.21
1967/AUG REIMB	01-40-820-258	1,705.21
1967/AUG PART TIME INSPECTOR 01-565-109	01-40-830-109	2,268.00
1967/AUG REIMB.	01-40-830-115	1,395.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	09/09 CK# 71314	\$43.00
08-3941 ELEVATOR INSPECTION 01-565-117	01-40-830-117	43.00
U.S. CAVALRY (2182)	09/09 CK# 71315	\$65.61
SI0568139 OPERATING EQUIPMENT 01-451-401	01-30-630-401	65.61
UNIFIRST (1926)	09/09 CK# 71316	\$119.95
0610382889 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	119.95
VILLA PARK MATERIAL CO. INC (1974)	09/09 CK# 71318	\$614.00
77561 COURT IMPROVEMENTS 01-645-693	01-20-595-693	307.00
77656 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	307.00
WALSH, KNIPPEN, KNIGHT AND POLLOCK CHTD (1993)	09/09 CK# 71319	\$788.00
16162 FEES - VILLAGE ATTORNEY 01-740-239	01-07-435-239	788.00
WAREHOUSE DIRECT (2002)	09/09 CK# 71320	\$55.06
667026-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	55.06
WILLIAM & DIANA WEIGEL (2183)	09/09 CK# 71321	\$143.00
SPRINKLER ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	143.00
WESTOWN AUTO SUPPLY COMPANY (2026)	09/09 CK# 71322	\$42.42
14939 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	12.54
1558 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	29.88
TOTAL PAYROLL - 0010330291		\$78,585.91

VILLAGE OF WILLOWBROOK

RUN DATE: 09/03/08

BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 5

RUN TIME: 04:35PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ADLER PLUMBING & HEATING INC (2173) 3383 WATER DISTRIBUTION REPAIR-MAINTENAN	09/09 CK# 71238 02-50-430-277	\$1,080.00 1,080.00
AT & T MOBILITY (64) 826930710/AUG PHONE - TELEPHONES 02-401-201	09/09 CK# 71243 02-50-401-201	\$115.91 115.91
AT & T (67) 323-0337 AUG 08 PHONE - TELEPHONES 02-401-201	09/09 CK# 71244 02-50-401-201	\$470.48 470.48
COMMONWEALTH EDISON (370) 4651111049/AUG ENERGY - ELECTRIC PUMP 02-420-206 5071072051 ENERGY - ELECTRIC PUMP 02-420-206	09/09 CK# 71254 02-50-420-206 02-50-420-206	\$832.08 488.93 343.15
DELTA DENTAL PLAN OF ILLINOIS (468) SEPT 08 EMPLOYEE BENEFITS - MEDICAL	09/09 CK# 71258 02-50-401-141	\$182.04 182.04
EAST JORDAN IRON WORKS, INC. (540) 3080083 WATER DISTRIBUTION REPAIR-MAINTENAN	09/09 CK# 71260 02-50-430-277	\$956.20 956.20
GIANT MAINTENANCE & RESTORATION INC (2176) 2854 PAINTING - WATER TOWERS 02-440-643	09/09 CK# 71269 02-50-440-643	\$40,000.00 40,000.00
PDC LABORATORIES INC (1477) 615011S SAMPLING ANALYSIS 02-420-362	09/09 CK# 71295 02-50-420-362	\$222.00 222.00
PETTY CASH C/O SUE STANISH (1492) 9/3/08 SCHOOLS CONFERENCE TRAVEL 02-401-304	09/09 CK# 71296 02-50-401-304	\$9.65 9.65
SPRING-GREEN (1755) 3503564 LANDSCAPING-STANDPIPE 02-420-297	09/09 CK# 71304 02-50-420-297	\$144.25 144.25
VERIZON WIRELESS (1972) 1898785177 PHONE - TELEPHONES 02-401-201	09/09 CK# 71317 02-50-401-201	\$2.82 2.82
TOTAL PAYROLL - 0010330291		\$44,015.43

VILLAGE OF WILLOWBROOK

RUN DATE: 09/03/08

BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 6

RUN TIME: 04:35PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	09/09 CK# 71259		\$10,531.35
08-6190 ADVERTISING 03-435-317		03-53-435-317	4,200.00
08-6195 ADVERTISING 03-435-317		03-53-435-317	3,126.00
6265 ADVERTISING 03-435-317		03-53-435-317	3,175.35
MCMAHON 9/29 SCHOOLS-CONFERENCE-TRAVEL 03-401-304		03-53-401-304	30.00
TOTAL PAYROLL - 0010330291			\$10,531.35

RUN DATE: 09/03/08

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 7

RUN TIME: 04:35PM

POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TEPFER CONSULTING GROUP LTD. (1856)	09/09 CK# 71313	\$1,600.00
13907 ACTUARY SERVICES 07-401-252	07-62-401-252	1,600.00
TOTAL PAYROLL - 0010330291		\$1,600.00

VILLAGE OF WILLOWBROOK

RUN DATE: 09/03/08

BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 8

RUN TIME: 04:35PM

SSA ONE PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK TOWN CENTER LLC (2069)	09/09 CK# 71324	\$127,296.86
#2 & FNL IMPRVM PROJECT EXPENSE 08-63-445-601	08-63-445-601	127,296.86
TOTAL PAYROLL - 0010330291		\$127,296.86

VILLAGE OF WILLOWBROOK

RUN DATE: 09/03/08

BILLS PAID REPORT FOR SEPTEMBER, 2008

PAGE: 9

RUN TIME: 04:35PM

WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
GIANT MAINTENANCE & RESTORATION INC (2176)	09/09 CK# 71269		\$10,068.20
2854 WATER MAIN EXTENSIONS 09-440-601		09-65-440-601	10,068.20
WILLIAMS ARCHITECTS (2051)	09/09 CK# 71323		\$17,544.01
12968 ARCHITECTUAL FEES 09-405-247		09-65-405-247	17,544.01
TOTAL PAYROLL - 0010330291			\$27,612.21

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR SEPTEMBER, 2008

RUN DATE: 09/03/08

RUN TIME: 04:35PM

CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
THE BANK OF NEW YORK MELLON (2174) 67962 BOND ISSUANCE COSTS	09/09 CK# 71247	10-68-545-414	\$678.00 678.00
CHAPMAN AND CUTLER (320) 2157378 BOND ISSUANCE COSTS	09/09 CK# 71251	10-68-545-414	\$10,600.00 10,600.00
GORSKI & GOOD (697) 7/29/08 BOND ISSUANCE COSTS	09/09 CK# 71270	10-68-545-414	\$8,500.00 8,500.00
IMAGE MASTER (2177) 21212 BOND ISSUANCE COSTS	09/09 CK# 71279	10-68-545-414	\$1,968.21 1,968.21
SPEER FINANCIAL, INC. (1758) 80-08 BOND ISSUANCE COSTS	09/09 CK# 71303	10-68-545-414	\$8,404.28 8,404.28
STANDARD AND POOR'S (2180) 10186927 BOND ISSUANCE COSTS	09/09 CK# 71305	10-68-545-414	\$4,500.00 4,500.00
SUBURBAN LIFE PUBLICATIONS (1805) 375203 PUBLIC WORKS FACILITY	09/09 CK# 71310	10-68-540-415	\$586.00 586.00
WILLIAMS ARCHITECTS (2051) 12968 ARCHITECT FEES 10-540-408 12992 ARCHITECT FEES 10-540-408	09/09 CK# 71323	10-68-540-408 10-68-540-408	\$24,302.74 17,544.01 6,758.73
TOTAL PAYROLL - 0010330291			\$59,539.23

RUN DATE: 09/03/08
RUN TIME: 04:35PM

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR SEPTEMBER, 2008
SUMMARY ALL FUNDS

PAGE: 11

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	78,585.91	*
02-110-105	WATER FUND-CHECKING 0010330283	44,015.43	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	10,531.35	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	1,600.00	*
08-110-105	SSA ONE PROJECT FUND-CHECKING - 0010330283	127,296.86	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	27,612.21	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	59,539.23	*
	TOTAL ALL FUNDS	349,180.99	**

VILLAGE OF WILLOWBROOK

MONTHLY FINANCIAL REPORT

RUN: 09/03/08 10:49AM

SUMMARY OF FUNDS AS OF AUGUST 31, 2008

PAGE: 1

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$2,641,927.92
AGENCY CERTIFICATES	\$300,000.00	
MONEY MARKET	2,229,908.94	
MARKET VALUE	149,422.43	
PETTY CASH	950.00	
SAVINGS	-38,353.45	
TOTAL	\$2,641,927.92	
WATER FUND		\$504,380.26
MONEY MARKET	\$504,380.26	
HOTEL/MOTEL TAX FUND		\$11,230.10
MONEY MARKET	\$11,230.10	
MOTOR FUEL TAX FUND		\$167,675.72
MONEY MARKET	\$167,675.72	
T I F SPECIAL REVENUE FUND		\$1,332.18
MONEY MARKET	\$1,332.18	
SSA ONE BOND & INTEREST FUND		\$111,560.60
MONEY MARKET	\$111,560.60	
POLICE PENSION FUND		\$11,185,858.86
AGENCY CERTIFICATES	\$3,876,191.99	
MUNICIPAL BONDS	649,608.35	
MUTUAL FUNDS	4,255,919.82	
MONEY MARKET	298,279.27	
MARKET VALUE	865,554.50	
TREASURY NOTES	1,240,304.93	
TOTAL	\$11,185,858.86	
SSA ONE PROJECT FUND		\$177,822.43
MONEY MARKET	\$177,822.43	
WATER CAPITAL IMPROVEMENTS FUND		\$782,224.06
MONEY MARKET	\$782,224.06	
CAPITAL PROJECT FUND		\$2,109,381.84
MONEY MARKET	\$2,109,381.84	
2008 BOND FUND		\$3,217.81
CHECKING	\$3,217.81	
TOTAL MONIES		\$17,696,611.78

RESPECTFULLY SUBMITTED THIS 31ST DAY OF AUGUST, 2008



SUE STANISH, DIRECTOR OF FINANCE

ROBERT A. NAPOLI, ACTING VILLAGE PRESIDENT

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

RUN: 09/03/08 10:49AM

DETAILED SUMMARY OF FUNDS AS OF AUGUST 31, 2008

PAGE: 2

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$2,782,991.62
AS PER SUMMARY, AUGUST, 2008	\$2,641,927.92	
DUE TO/FROM WATER FUND	31,217.58	
DUE TO/FROM HOTEL/MOTEL TAX FUND	-8,746.42	
DUE TO/FROM MFT FUND	6,233.13	
DUE TO/FROM POLICE PENSION FUND	7,055.30	
DUE TO/FROM WATER CAPITAL	66,679.56	
DUE TO/FROM CAPITAL PROJ FUND	38,624.55	
	\$2,782,991.62	
WATER FUND		\$452,374.67
AS PER SUMMARY, AUGUST, 2008	\$504,380.26	
DUE TO/FROM GENERAL FUND	-31,217.58	
DUE TO/FROM WATER CAPITAL	-20,788.01	
	\$452,374.67	
HOTEL/MOTEL TAX FUND		\$19,976.52
AS PER SUMMARY, AUGUST, 2008	\$11,230.10	
DUE TO/FROM GENERAL FUND	8,746.42	
	\$19,976.52	
MOTOR FUEL TAX FUND		\$161,442.59
AS PER SUMMARY, AUGUST, 2008	\$167,675.72	
DUE TO/FROM GENERAL FUND	-6,233.13	
	\$161,442.59	
T I F SPECIAL REVENUE FUND		\$1,332.18
AS PER SUMMARY, AUGUST, 2008	\$1,332.18	
SSA ONE BOND & INTEREST FUND		\$111,560.60
AS PER SUMMARY, AUGUST, 2008	\$111,560.60	
POLICE PENSION FUND		\$11,178,803.56
AS PER SUMMARY, AUGUST, 2008	\$11,185,858.86	
DUE TO/FROM GENERAL FUND	-7,055.30	
	\$11,178,803.56	
SSA ONE PROJECT FUND		\$177,822.43
AS PER SUMMARY, AUGUST, 2008	\$177,822.43	
WATER CAPITAL IMPROVEMENTS FUND		\$736,332.51
AS PER SUMMARY, AUGUST, 2008	\$782,224.06	
DUE TO/FROM GENERAL FUND	-66,679.56	
DUE TO/FROM WATER FUND	20,788.01	
	\$736,332.51	
CAPITAL PROJECT FUND		\$2,070,757.29
AS PER SUMMARY, AUGUST, 2008	\$2,109,381.84	
DUE TO/FROM GENERAL FUND	-38,624.55	
	\$2,070,757.29	
2008 BOND FUND		\$3,217.81
AS PER SUMMARY, AUGUST, 2008	\$3,217.81	
TOTAL MONIES		\$17,696,611.78

\$138,958.93 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2008

PAGE: 3

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
GENERAL CORPORATE FUND							
01-120-154	IMET	POOLED INVEST		3.32%	300,000.00	AC	N/A
		TOTAL AGENCY CERTIFICATES			\$300,000.00		
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		2.25%	1,800,000.00	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		1.50%	120,969.16	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	308,939.78	MM	N/A
		TOTAL MONEY MARKET			\$2,229,908.94		
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			149,422.43	MV	N/A
		TOTAL MARKET VALUE			\$149,422.43		
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		TOTAL PETTY CASH			\$950.00		
01-110-257	COMMUNITY BANK OF WB	SAVINGS		1.50%	-38,353.45	SV	N/A
		TOTAL SAVINGS			\$-38,353.45		
		TOTAL GENERAL CORPORATE FUND			\$2,641,927.92		
		AVERAGE ANNUAL YIELD		2.33 %			
WATER FUND							
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		1.50%	148,867.70	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	355,512.56	MM	N/A
		TOTAL MONEY MARKET			\$504,380.26		
		TOTAL WATER FUND			\$504,380.26		
		AVERAGE ANNUAL YIELD		1.91 %			
HOTEL/MOTEL TAX FUND							
03-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	11,230.10	MM	N/A
		TOTAL MONEY MARKET			\$11,230.10		
		TOTAL HOTEL/MOTEL TAX FUND			\$11,230.10		
		AVERAGE ANNUAL YIELD		2.08 %			
MOTOR FUEL TAX FUND							
04-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	167,675.72	MM	N/A
		TOTAL MONEY MARKET			\$167,675.72		
		TOTAL MOTOR FUEL TAX FUND			\$167,675.72		
		AVERAGE ANNUAL YIELD		2.08 %			
T I F SPECIAL REVENUE FUND							
05-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	1,332.18	MM	N/A
		TOTAL MONEY MARKET			\$1,332.18		
		TOTAL T I F SPECIAL REVENUE FUND			\$1,332.18		
		AVERAGE ANNUAL YIELD		2.08 %			

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2008

PAGE: 4

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
SSA ONE BOND & INTEREST FUND							
06-110-323	IMET	MONEY MARKET		2.00%	111,560.60	MM	N/A
		TOTAL MONEY MARKET			\$111,560.60		
		TOTAL SSA ONE BOND & INTEREST FUND			\$111,560.60		
		AVERAGE ANNUAL YIELD			2.00 %		

POLICE PENSION FUND

07-120-310	MBFINANCIAL BANK	FFMTN		6.00%	74,993.25	AC	N/A
07-120-313	MBFINANCIAL BANK	FHLB		6.12%	145,674.00	AC	05/21/2009
07-120-357	MBFINANCIAL BANK	FHLB		3.87%	119,845.00	AC	02/12/2010
07-120-368	MBFINANCIAL BANK	FHLB		5.25%	75,479.25	AC	05/09/2010
07-120-346	MBFINANCIAL BANK	FHLB		3.37%	100,245.00	AC	05/14/2010
07-120-318	MBFINANCIAL BANK	FHLB		7.62%	44,946.45	AC	05/14/2010
07-120-344	MBFINANCIAL BANK	FHLB		4.25%	75,280.75	AC	11/15/2010
07-120-334	MBFINANCIAL BANK	FHLB		4.37%	200,000.00	AC	12/20/2010
07-120-388	MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326	MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355	MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294	MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330	MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342	MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-361	MBFINANCIAL BANK	FHLB		4.00%	73,855.20	AC	01/09/2012
07-120-390	MBFINANCIAL BANK	FFCB		4.00%	75,703.50	AC	01/22/2013
07-120-396	MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-393	MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-378	MBFINANCIAL BANK	FHLB		5.80%	75,213.75	AC	08/13/2014
07-120-380	MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395	MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	AC	12/15/2014
07-120-392	MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394	MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374	MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363	MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-298	MBFINANCIAL BANK	FNCT		7.00%	12,244.95	AC	02/01/2016
07-120-367	MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-377	MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-376	MBFINANCIAL BANK	FFCB		5.95%	74,953.13	AC	08/10/2017
07-120-365	MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389	MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-391	MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383	MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379	MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-345	MBFINANCIAL BANK	GNMA		5.00%	37,979.73	AC	12/18/2018
07-120-369	MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296	MBFINANCIAL BANK	GNMA POOL		4.50%	65,906.10	AC	06/15/2019
07-120-364	MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-366	MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386	MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-384	MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2008

PAGE: 5

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-309	MBFINANCIAL BANK	GNMA		8.65%	564.37	AC	07/20/2024
07-120-299	MBFINANCIAL BANK	GNMA		6.00%	21,460.54	AC	08/20/2028
		TOTAL AGENCY CERTIFICATES			\$3,876,191.99		
07-120-347	MBFINANCIAL BANK	WARREN TWP		4.00%	102,078.00	MB	01/01/2011
07-120-291	MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-315	MBFINANCIAL BANK	CLINTON		7.65%	40,000.00	MB	12/15/2013
07-120-375	MBFINANCIAL BANK	MATOON		4.50%	43,228.80	MB	12/15/2013
07-120-381	MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-356	MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-338	MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-382	MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-370	MBFINANCIAL BANK	ROUND LAKE		5.70%	99,821.00	MB	01/01/2019
07-120-372	MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-371	MBFINANCIAL BANK	ROCKFORD		5.30%	99,674.00	MB	12/15/2022
07-120-359	MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL MUNICIPAL BONDS			\$649,608.35		
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			4,255,919.82	MF	N/A
		TOTAL MUTUAL FUNDS			\$4,255,919.82		
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		1.50%	28,554.62	MM	N/A
07-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	18.83	MM	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		1.50%	269,705.82	MM	N/A
		TOTAL MONEY MARKET			\$298,279.27		
07-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			865,554.50	MV	N/A
		TOTAL MARKET VALUE			\$865,554.50		
07-120-331	MBFINANCIAL BANK	US T-NOTE		5.00%	113,310.94	TN	08/15/2011
07-120-305	MBFINANCIAL BANK	US T-NOTE		4.38%	204,828.12	TN	08/15/2012
07-120-333	MBFINANCIAL BANK	US T-NOTE		4.37%	51,234.37	TN	08/15/2012
07-120-303	MBFINANCIAL BANK	US T-NOTE		4.75%	192,624.02	TN	05/15/2014
07-120-354	MBFINANCIAL BANK	US T-NOTE		4.75%	166,514.65	TN	05/15/2014
07-120-332	MBFINANCIAL BANK	US T-NOTE		4.75%	52,160.16	TN	05/15/2014
07-120-373	MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387	MBFINANCIAL BANK	US T-NOTE		4.25%	225,351.56	TN	11/15/2017
07-120-358	MBFINANCIAL BANK	US T-STRIP			84,949.08	TN	05/15/2019
		TOTAL TREASURY NOTES			\$1,240,304.93		
		TOTAL POLICE PENSION FUND			\$11,185,858.86		
		AVERAGE ANNUAL YIELD			4.78 %		
SSA ONE PROJECT FUND							
08-110-323	IMET	MONEY MARKET		2.00%	177,822.43	MM	N/A
		TOTAL MONEY MARKET			\$177,822.43		
		TOTAL SSA ONE PROJECT FUND			\$177,822.43		
		AVERAGE ANNUAL YIELD			2.00 %		

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2008

PAGE: 6

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
WATER CAPITAL IMPROVEMENTS FUND							
09-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	782,224.06	MM	N/A
		TOTAL MONEY MARKET			\$782,224.06		
		TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$782,224.06		
		AVERAGE ANNUAL YIELD		2.08 %			
CAPITAL PROJECT FUND							
10-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	77,466.58	MM	N/A
10-110-325	IMET				2,031,915.26	MM	N/A
		TOTAL MONEY MARKET			\$2,109,381.84		
		TOTAL CAPITAL PROJECT FUND			\$2,109,381.84		
		AVERAGE ANNUAL YIELD		2.08 %			

GRAND TOTAL INVESTED

\$17,693,393.97

INVESTMENT TYPES

AC	AGENCY CERTIFICATES	MM	MONEY MARKET
CD	CERTIFICATE OF DEPOSIT	MV	MARKET VALUE
CK	CHECKING	PC	PETTY CASH
MB	MUNICIPAL BONDS	SV	SAVINGS
MF	MUTUAL FUNDS	TN	TREASURY NOTES

VILLAGE OF WILLOWBROOK
INVESTMENTS BY FUND (SUMMARY) AUGUST 31, 2008

RUN: 09/03/08 10:49AM

PAGE: 7

FUND	INVESTMENTS
GENERAL CORPORATE FUND	2,641,927.92
WATER FUND	504,380.26
HOTEL/MOTEL TAX FUND	11,230.10
MOTOR FUEL TAX FUND	167,675.72
T I F SPECIAL REVENUE FUND	1,332.18
SSA ONE BOND & INTEREST FUND	111,560.60
POLICE PENSION FUND	11,185,858.86
SSA ONE PROJECT FUND	177,822.43
WATER CAPITAL IMPROVEMENTS FUND	782,224.06
CAPITAL PROJECT FUND	2,109,381.84
2008 BOND FUND	3,217.81
TOTAL INVESTED (ALL FUNDS):	\$17,696,611.78

VILLAGE OF WILLOWBROOK
INVESTMENTS BY TYPE (SUMMARY) AUGUST 31, 2008

RUN: 09/03/08 10:49AM

PAGE: 8

TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	4,176,191.99	4.87 %		4,176,191.99
MUNICIPAL BONDS	649,608.35	5.22 %		649,608.35
MUTUAL FUNDS			4,255,919.82	4,255,919.82
MONEY MARKET	4,361,880.14	2.07 %	2,031,915.26	6,393,795.40
MARKET VALUE			1,014,976.93	1,014,976.93
PETTY CASH			950.00	950.00
SAVINGS	-38,353.45	1.50 %		-38,353.45
TREASURY NOTES	1,155,355.85	4.64 %	84,949.08	1,240,304.93
TOTAL ALL FUNDS	\$10,304,682.88		\$7,388,711.09	\$17,693,393.97

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENT SUMMARY BY INSTITUTION AS OF AUGUST 31, 2008

PAGE: 9

INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	2,031,483.41	28,554.62	2,060,038.03
ILLINOIS FUNDS	1,704,380.98	18.83	1,704,399.81
IMET	2,621,298.29		2,621,298.29
IMET MARKET VALUE CONTRA	149,422.43	865,554.50	1,014,976.93
MBFINAICIAL BANK		100,000.00	100,000.00
MBFINANCIAL BANK		10,191,730.91	10,191,730.91
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$6,507,535.11	\$11,185,858.86	\$17,693,393.97

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY INSTITUTION AS OF AUGUST 31, 2008

PAGE: 10

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		2.25%	1,800,000.00	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		1.50%	120,969.16	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		1.50%	148,867.70	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		1.50%	28,554.62	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS		1.50%	-38,353.45	SV	N/A
		TOTAL INVESTED				\$2,060,038.03		
01-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	308,939.78	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	355,512.56	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	11,230.10	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	167,675.72	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	1,332.18	MM	N/A
07-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	18.83	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	782,224.06	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	77,466.58	MM	N/A
		TOTAL INVESTED				\$1,704,399.81		
01-120-154		IMET	POOLED INVEST		3.32%	300,000.00	AC	N/A
06-110-323		IMET	MONEY MARKET		2.00%	111,560.60	MM	N/A
08-110-323		IMET	MONEY MARKET		2.00%	177,822.43	MM	N/A
10-110-325		IMET				2,031,915.26	MM	N/A
		TOTAL INVESTED				\$2,621,298.29		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			149,422.43	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			865,554.50	MV	N/A
		TOTAL INVESTED				\$1,014,976.93		
07-120-395		MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	AC	12/15/2014
07-120-310		MBFINANCIAL BANK	FFMTN		6.00%	74,993.25	AC	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			4,255,919.82	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		1.50%	269,705.82	MM	N/A
07-120-313		MBFINANCIAL BANK	FHLB		6.12%	145,674.00	AC	05/21/2009
07-120-357		MBFINANCIAL BANK	FHLB		3.87%	119,845.00	AC	02/12/2010
07-120-368		MBFINANCIAL BANK	FHLB		5.25%	75,479.25	AC	05/09/2010
07-120-318		MBFINANCIAL BANK	FHLB		7.62%	44,946.45	AC	05/14/2010
07-120-346		MBFINANCIAL BANK	FHLB		3.37%	100,245.00	AC	05/14/2010
07-120-344		MBFINANCIAL BANK	FHLB		4.25%	75,280.75	AC	11/15/2010
07-120-334		MBFINANCIAL BANK	FHLB		4.37%	200,000.00	AC	12/20/2010
07-120-347		MBFINANCIAL BANK	WARREN TWP		4.00%	102,078.00	MB	01/01/2011
07-120-388		MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-331		MBFINANCIAL BANK	US T-NOTE		5.00%	113,310.94	TN	08/15/2011
07-120-294		MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-361		MBFINANCIAL BANK	FHLB		4.00%	73,855.20	AC	01/09/2012
07-120-305		MBFINANCIAL BANK	US T-NOTE		4.38%	204,828.12	TN	08/15/2012
07-120-333		MBFINANCIAL BANK	US T-NOTE		4.37%	51,234.37	TN	08/15/2012

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY INSTITUTION AS OF AUGUST 31, 2008

PAGE: 11

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-390		MBFINANCIAL BANK	FFCB		4.00%	75,703.50	AC	01/22/2013
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-315		MBFINANCIAL BANK	CLINTON		7.65%	40,000.00	MB	12/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	43,228.80	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-303		MBFINANCIAL BANK	US T-NOTE		4.75%	192,624.02	TN	05/15/2014
07-120-332		MBFINANCIAL BANK	US T-NOTE		4.75%	52,160.16	TN	05/15/2014
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	166,514.65	TN	05/15/2014
07-120-378		MBFINANCIAL BANK	FHLB		5.80%	75,213.75	AC	08/13/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	12,244.95	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-376		MBFINANCIAL BANK	FFCB		5.95%	74,953.13	AC	08/10/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	225,351.56	TN	11/15/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	37,979.73	AC	12/18/2018
07-120-370		MBFINANCIAL BANK	ROUND LAKE		5.70%	99,821.00	MB	01/01/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-358		MBFINANCIAL BANK	US T-STRIP			84,949.08	TN	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	65,906.10	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-366		MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-371		MBFINANCIAL BANK	ROCKFORD		5.30%	99,674.00	MB	12/15/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	564.37	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	21,460.54	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$10,191,730.91		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$17,693,393.97		

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF AUGUST 31, 2008

PAGE: 12

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-120-154		IMET			3.32%	300,000.00	AC	N/A
07-120-310		MBFINANCIAL BANK			6.00%	74,993.25	AC	N/A
07-120-313		MBFINANCIAL BANK			6.12%	145,674.00	AC	05/21/2009
07-120-357		MBFINANCIAL BANK			3.87%	119,845.00	AC	02/12/2010
07-120-368		MBFINANCIAL BANK			5.25%	75,479.25	AC	05/09/2010
07-120-318		MBFINANCIAL BANK			7.62%	44,946.45	AC	05/14/2010
07-120-346		MBFINANCIAL BANK			3.37%	100,245.00	AC	05/14/2010
07-120-344		MBFINANCIAL BANK			4.25%	75,280.75	AC	11/15/2010
07-120-334		MBFINANCIAL BANK			4.37%	200,000.00	AC	12/20/2010
07-120-388		MBFINANCIAL BANK			4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK			6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK			4.25%	63,040.67	AC	07/11/2011
07-120-294		MBFINANCIAL BANK			4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK			5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK			4.88%	139,359.15	AC	11/15/2011
07-120-361		MBFINANCIAL BANK			4.00%	73,855.20	AC	01/09/2012
07-120-390		MBFINANCIAL BANK			4.00%	75,703.50	AC	01/22/2013
07-120-396		MBFINANCIAL BANK			4.38%	99,816.00	AC	07/17/2013
07-120-393		MBFINANCIAL BANK			4.50%	51,782.00	AC	04/02/2014
07-120-378		MBFINANCIAL BANK			5.80%	75,213.75	AC	08/13/2014
07-120-380		MBFINANCIAL BANK			5.25%	51,035.00	AC	09/12/2014
07-120-395		MBFINANCIAL BANK			4.50%	100,000.00	AC	12/15/2014
07-120-392		MBFINANCIAL BANK			4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK			4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK			5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK			4.88%	146,980.50	AC	01/11/2016
07-120-298		MBFINANCIAL BANK			7.00%	12,244.95	AC	02/01/2016
07-120-367		MBFINANCIAL BANK			5.37%	152,704.50	AC	09/09/2016
07-120-377		MBFINANCIAL BANK			5.56%	74,351.25	AC	06/06/2017
07-120-376		MBFINANCIAL BANK			5.95%	74,953.13	AC	08/10/2017
07-120-365		MBFINANCIAL BANK			5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK			4.70%	202,900.00	AC	01/17/2018
07-120-391		MBFINANCIAL BANK			4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK			4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK			5.34%	51,339.50	AC	10/22/2018
07-120-345		MBFINANCIAL BANK			5.00%	37,979.73	AC	12/18/2018
07-120-369		MBFINANCIAL BANK			5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK			4.50%	65,906.10	AC	06/15/2019
07-120-364		MBFINANCIAL BANK			4.95%	72,869.25	AC	12/16/2019
07-120-366		MBFINANCIAL BANK			5.00%	198,870.00	AC	12/10/2021
07-120-386		MBFINANCIAL BANK			5.00%	49,825.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK			5.25%	256,522.75	AC	08/15/2022
07-120-309		MBFINANCIAL BANK			8.65%	564.37	AC	07/20/2024
07-120-299		MBFINANCIAL BANK			6.00%	21,460.54	AC	08/20/2028
		TOTAL INVESTED				\$4,176,191.99		
07-120-347		MBFINANCIAL BANK			4.00%	102,078.00	MB	01/01/2011
07-120-291		MBFINANCIAL BANK			5.00%	50,721.50	MB	12/15/2011
07-120-315		MBFINANCIAL BANK			7.65%	40,000.00	MB	12/15/2013
07-120-375		MBFINANCIAL BANK			4.50%	43,228.80	MB	12/15/2013
07-120-381		MBFINANCIAL BANK			5.20%	20,260.20	MB	12/15/2013

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF AUGUST 31, 2008

PAGE: 13

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-356	MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-338	MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-382	MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-370	MBFINANCIAL BANK	ROUND LAKE		5.70%	99,821.00	MB	01/01/2019
07-120-372	MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-371	MBFINANCIAL BANK	ROCKFORD		5.30%	99,674.00	MB	12/15/2022
07-120-359	MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
	TOTAL INVESTED				\$649,608.35		
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			4,255,919.82	MF	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		2.25%	1,800,000.00	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		1.50%	120,969.16	MM	N/A
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		1.50%	148,867.70	MM	N/A
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		1.50%	28,554.62	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	308,939.78	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	355,512.56	MM	N/A
03-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	11,230.10	MM	N/A
04-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	167,675.72	MM	N/A
05-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	1,332.18	MM	N/A
07-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	18.83	MM	N/A
09-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	782,224.06	MM	N/A
10-110-322	ILLINOIS FUNDS	MONEY MARKET		2.08%	77,466.58	MM	N/A
06-110-323	IMET	MONEY MARKET		2.00%	111,560.60	MM	N/A
08-110-323	IMET	MONEY MARKET		2.00%	177,822.43	MM	N/A
10-110-325	IMET				2,031,915.26	MM	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		1.50%	269,705.82	MM	N/A
	TOTAL INVESTED				\$6,393,795.40		
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			149,422.43	MV	N/A
07-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			865,554.50	MV	N/A
	TOTAL INVESTED				\$1,014,976.93		
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257	COMMUNITY BANK OF WB	SAVINGS		1.50%	-38,353.45	SV	N/A
07-120-331	MBFINANCIAL BANK	US T-NOTE		5.00%	113,310.94	TN	08/15/2011
07-120-305	MBFINANCIAL BANK	US T-NOTE		4.38%	204,828.12	TN	08/15/2012
07-120-333	MBFINANCIAL BANK	US T-NOTE		4.37%	51,234.37	TN	08/15/2012
07-120-303	MBFINANCIAL BANK	US T-NOTE		4.75%	192,624.02	TN	05/15/2014
07-120-332	MBFINANCIAL BANK	US T-NOTE		4.75%	52,160.16	TN	05/15/2014
07-120-354	MBFINANCIAL BANK	US T-NOTE		4.75%	166,514.65	TN	05/15/2014
07-120-373	MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387	MBFINANCIAL BANK	US T-NOTE		4.25%	225,351.56	TN	11/15/2017
07-120-358	MBFINANCIAL BANK	US T-STRIP			84,949.08	TN	05/15/2019
	TOTAL INVESTED				\$1,240,304.93		
	GRAND TOTAL INVESTED				\$17,693,393.97		

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF AUGUST 31, 2008

PAGE: 14

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-120-154		IMET	POOLED INVEST		3.32%	300,000.00	AC	N/A
07-120-310		MBFINANCIAL BANK	FFMTN		6.00%	74,993.25	AC	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			4,255,919.82	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		2.25%	1,800,000.00	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		1.50%	120,969.16	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		1.50%	148,867.70	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		1.50%	28,554.62	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	308,939.78	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	355,512.56	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	11,230.10	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	167,675.72	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	1,332.18	MM	N/A
07-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	18.83	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	782,224.06	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		2.08%	77,466.58	MM	N/A
06-110-323		IMET	MONEY MARKET		2.00%	111,560.60	MM	N/A
08-110-323		IMET	MONEY MARKET		2.00%	177,822.43	MM	N/A
10-110-325		IMET				2,031,915.26	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		1.50%	269,705.82	MM	N/A
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			149,422.43	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			865,554.50	MV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS		1.50%	-38,353.45	SV	N/A
07-120-313		MBFINANCIAL BANK	FHLB		6.12%	145,674.00	AC	05/21/2009
07-120-357		MBFINANCIAL BANK	FHLB		3.87%	119,845.00	AC	02/12/2010
07-120-368		MBFINANCIAL BANK	FHLB		5.25%	75,479.25	AC	05/09/2010
07-120-318		MBFINANCIAL BANK	FHLB		7.62%	44,946.45	AC	05/14/2010
07-120-346		MBFINANCIAL BANK	FHLB		3.37%	100,245.00	AC	05/14/2010
07-120-344		MBFINANCIAL BANK	FHLB		4.25%	75,280.75	AC	11/15/2010
07-120-334		MBFINANCIAL BANK	FHLB		4.37%	200,000.00	AC	12/20/2010
07-120-347		MBFINANCIAL BANK	WARREN TWP		4.00%	102,078.00	MB	01/01/2011
07-120-388		MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-331		MBFINANCIAL BANK	US T-NOTE		5.00%	113,310.94	TN	08/15/2011
07-120-294		MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-361		MBFINANCIAL BANK	FHLB		4.00%	73,855.20	AC	01/09/2012
07-120-305		MBFINANCIAL BANK	US T-NOTE		4.38%	204,828.12	TN	08/15/2012
07-120-333		MBFINANCIAL BANK	US T-NOTE		4.37%	51,234.37	TN	08/15/2012
07-120-390		MBFINANCIAL BANK	FFCB		4.00%	75,703.50	AC	01/22/2013
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-315		MBFINANCIAL BANK	CLINTON		7.65%	40,000.00	MB	12/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	43,228.80	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-303		MBFINANCIAL BANK	US T-NOTE		4.75%	192,624.02	TN	05/15/2014
07-120-332		MBFINANCIAL BANK	US T-NOTE		4.75%	52,160.16	TN	05/15/2014
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	166,514.65	TN	05/15/2014

VILLAGE OF WILLOWBROOK

RUN: 09/03/08 10:49AM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF AUGUST 31, 2008

PAGE: 15

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-378	MBFINANCIAL BANK	FHLB		5.80%	75,213.75	AC	08/13/2014
07-120-380	MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395	MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	AC	12/15/2014
07-120-356	MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392	MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394	MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374	MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-338	MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-363	MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-298	MBFINANCIAL BANK	FNCT		7.00%	12,244.95	AC	02/01/2016
07-120-373	MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-367	MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-377	MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-376	MBFINANCIAL BANK	FFCB		5.95%	74,953.13	AC	08/10/2017
07-120-387	MBFINANCIAL BANK	US T-NOTE		4.25%	225,351.56	TN	11/15/2017
07-120-365	MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389	MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-391	MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383	MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379	MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-382	MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345	MBFINANCIAL BANK	GNMA		5.00%	37,979.73	AC	12/18/2018
07-120-370	MBFINANCIAL BANK	ROUND LAKE		5.70%	99,821.00	MB	01/01/2019
07-120-369	MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-358	MBFINANCIAL BANK	US T-STRIP			84,949.08	TN	05/15/2019
07-120-296	MBFINANCIAL BANK	GNMA POOL		4.50%	65,906.10	AC	06/15/2019
07-120-372	MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-364	MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-366	MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386	MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-384	MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-371	MBFINANCIAL BANK	ROCKFORD		5.30%	99,674.00	MB	12/15/2022
07-120-309	MBFINANCIAL BANK	GNMA		8.65%	564.37	AC	07/20/2024
07-120-299	MBFINANCIAL BANK	GNMA		6.00%	21,460.54	AC	08/20/2028
07-120-359	MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
	TOTAL INVESTED				\$17,693,393.97		
	GRAND TOTAL INVESTED				\$17,693,393.97		

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 33.33
 RUN: 09/03/08 0:51AM

REVENUE REPORT FOR AUGUST, 2008

PAGE: 1

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	3,854.21	77,710.92	147,100.00	52.83	69,389.08
01-1110	Other Taxes	558,351.97	2,047,689.20	6,040,785.00	33.90	3,993,095.80
01-1120	Licenses	3,950.61	4,504.36	108,850.00	4.14	104,345.64
01-1130	Permits	13,107.73	96,936.73	382,000.00	25.38	285,063.27
01-1140	Fines	13,193.92	77,233.41	190,000.00	40.65	112,766.59
01-1150	Transfers-Other Funds	33,916.67	135,666.68	407,000.00	33.33	271,333.32
01-1160	Charges & Fees	2,082.00	9,480.04	59,850.00	15.84	50,369.96
01-1170	Park & Recreation Revenue	8,698.30	13,853.30	46,950.00	29.51	33,096.70
01-1180	Other Revenue	47,815.41	105,289.52	396,396.00	26.56	291,106.48
**TOTAL	Operating Revenue	684,970.82	2,568,364.16	7,778,931.00	33.02	5,210,566.84
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	3,715.34	10,813.21	83,250.00	12.99	72,436.79
**TOTAL	Non-Operating Revenue	3,715.34	10,813.21	83,250.00	12.99	72,436.79
***TOTAL	GENERAL CORPORATE FUND	688,686.16	2,579,177.37	7,862,181.00	32.80	5,283,003.63

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 33.33
 RUN: 09/03/08 0:51AM

REVENUE REPORT FOR AUGUST, 2008

PAGE: 2

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	170,418.47	572,509.37	1,814,800.00	31.55	1,242,290.63
**TOTAL	Operating Revenue	170,418.47	572,509.37	1,814,800.00	31.55	1,242,290.63
<u>Non-Operating Revenue</u>						
02-3100	Other Income	764.54	2,263.39	20,250.00	11.18	17,986.61
02-3200	Charges & Fees	0.00	2,400.00	12,600.00	19.05	10,200.00
**TOTAL	Non-Operating Revenue	764.54	4,663.39	32,850.00	14.20	28,186.61
***TOTAL	WATER FUND	171,183.01	577,172.76	1,847,650.00	31.24	1,270,477.24
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	8,987.97	34,139.25	92,000.00	37.11	57,860.75
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	8,987.97	34,139.25	92,000.00	37.11	57,860.75
<u>Non-Operating Revenue</u>						
03-3100	Other Income	37.45	119.00	900.00	13.22	781.00
**TOTAL	Non-Operating Revenue	37.45	119.00	900.00	13.22	781.00
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	9,025.42	34,258.25	92,900.00	36.88	58,641.75
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	19,653.77	80,838.46	259,150.00	31.19	178,311.54
**TOTAL	Operating Revenue	19,653.77	80,838.46	259,150.00	31.19	178,311.54
<u>Non-Operating Revenue</u>						
04-3100	Other Income	250.43	638.83	4,000.00	15.97	3,361.17
**TOTAL	Non-Operating Revenue	250.43	638.83	4,000.00	15.97	3,361.17
***TOTAL	MOTOR FUEL TAX FUND	19,904.20	81,477.29	263,150.00	30.96	181,672.71

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 33.33
 RUN: 09/03/08 0:51AM

REVENUE REPORT FOR AUGUST, 2008

PAGE: 3

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	32.58	43,652.08	0.00	0.00	-43,652.08
**TOTAL	Operating Revenue	32.58	43,652.08	0.00	0.00	-43,652.08
<u>Non-Operating Revenue</u>						
05-3100	Other Income	71.25	113.32	0.00	0.00	-113.32
**TOTAL	Non-Operating Revenue	71.25	113.32	0.00	0.00	-113.32
***TOTAL	T I F SPECIAL REVENUE FUND	103.83	43,765.40	0.00	0.00	-43,765.40
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	201.45	958.19	5,900.00	16.24	4,941.81
**TOTAL	Non-Operating Revenue	201.45	958.19	5,900.00	16.24	4,941.81
***TOTAL	SSA ONE BOND FUND	201.45	958.19	5,900.00	16.24	4,941.81
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	40,888.86	122,666.58	355,206.00	34.53	232,539.42
07-1180	Other Revenue	24,491.11	76,309.09	210,000.00	36.34	133,690.91
**TOTAL	Operating Revenue	65,379.97	198,975.67	565,206.00	35.20	366,230.33
<u>Non-Operating Revenue</u>						
07-3100	Other Income	25,671.23	112,049.84	416,000.00	26.94	303,950.16
**TOTAL	Non-Operating Revenue	25,671.23	112,049.84	416,000.00	26.94	303,950.16
***TOTAL	POLICE PENSION FUND	91,051.20	311,025.51	981,206.00	31.70	670,180.49
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 33.33
 RUN: 09/03/08 0:51AM

REVENUE REPORT FOR AUGUST, 2008

PAGE: 4

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
08-3000	Non-Operating Revenue	301.01	3,273.60	450.00	727.47	-2,823.60
**TOTAL	Non-Operating Revenue	301.01	3,273.60	450.00	727.47	-2,823.60
***TOTAL	SSA ONE PROJECT FUND	301.01	3,273.60	450.00	727.47	-2,823.60
<u>WATER CAPITAL IMPROVEMENTS FUND</u>						
<u>Operating Revenue</u>						
09-1000	Operating Revenue	0.00	0.00	125,700.00	0.00	125,700.00
**TOTAL	Operating Revenue	0.00	0.00	125,700.00	0.00	125,700.00
<u>Non-Operating Revenue</u>						
09-3000	Non-Operating Revenue	1,370.44	4,026.46	9,000.00	44.74	4,973.54
**TOTAL	Non-Operating Revenue	1,370.44	4,026.46	9,000.00	44.74	4,973.54
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	1,370.44	4,026.46	134,700.00	2.99	130,673.54
<u>CAPITAL PROJECT FUND</u>						
<u>Operating Revenue</u>						
10-1000	Operating Revenue	0.00	0.00	1,593,816.00	0.00	1,593,816.00
10-1180	Other Revenue	0.00	2,031,550.00	2,050,000.00	99.10	18,450.00
**TOTAL	Operating Revenue	0.00	2,031,550.00	3,643,816.00	55.75	1,612,266.00
<u>Non-Operating Revenue</u>						
10-3000	Non-Operating Revenue	533.13	1,436.24	1,463.00	98.17	26.76
**TOTAL	Non-Operating Revenue	533.13	1,436.24	1,463.00	98.17	26.76
***TOTAL	CAPITAL PROJECT FUND	533.13	2,032,986.24	3,645,279.00	55.77	1,612,292.76
<u>2008 BOND FUND</u>						
<u>Operating Revenue</u>						
11-1180	Other Revenue	0.00	3,217.81	0.00	0.00	-3,217.81
**TOTAL	Operating Revenue	0.00	3,217.81	0.00	0.00	-3,217.81
<u>Non-Operating Revenue</u>						
11-3000	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
***TOTAL	2008 BOND FUND	0.00	3,217.81	0.00	0.00	-3,217.81

VILLAGE OF WILLOWBROOK
 REVENUE REPORT FOR AUGUST, 2008

RECAP BY FUND

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>FUND SUMMARY</u>						
1	GENERAL CORPORATE	688,686.16	2,579,177.37	7,862,181.00	32.80	5,283,003.63
2	WATER	171,183.01	577,172.76	1,847,650.00	31.24	1,270,477.24
3	HOTEL/MOTEL TAX	9,025.42	34,258.25	92,900.00	36.88	58,641.75
4	MOTOR FUEL TAX	19,904.20	81,477.29	263,150.00	30.96	181,672.71
5	T I F SPECIAL REVENUE	103.83	43,765.40	0.00	0.00	-43,765.40
6	SSA ONE BOND & INTEREST	201.45	958.19	5,900.00	16.24	4,941.81
7	POLICE PENSION	91,051.20	311,025.51	981,206.00	31.70	670,180.49
8	SSA ONE PROJECT	301.01	3,273.60	450.00	727.47	-2,823.60
9	WATER CAPITAL IMPROVEMENTS	1,370.44	4,026.46	134,700.00	2.99	130,673.54
10	CAPITAL PROJECT	533.13	2,032,986.24	3,645,279.00	55.77	1,612,292.76
11	2008 BOND	0.00	3,217.81	0.00	0.00	-3,217.81
	TOTALS ALL FUNDS	982,359.85	5,671,338.88	14,833,416.00	38.23	9,162,077.12

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD & CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	4,370.82	12,880.23	38.28	33,650.00	20,769.77	19.14	67,300.00
01-05-420-3	COMMUNITY RELATIONS	0.00	850.00	18.09	4,700.00	3,850.00	9.04	9,400.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	5,132.00	102.64	5,000.00	-132.00	51.32	10,000.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	4,370.82	18,862.23	43.51	43,350.00	24,487.77	21.76	86,700.00
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	17.64	3,954.87	51.03	7,750.00	3,795.13	25.52	15,500.00
01-07-440-5	OTHER	0.00	920.00	14.15	6,500.00	5,580.00	7.08	13,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	17.64	4,874.87	34.21	14,250.00	9,375.13	17.10	28,500.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	43,217.47	153,112.59	14.96	1,023,815.00	870,702.41	7.48	2,047,630.00
01-10-460-3	DATA PROCESSING	0.00	925.47	3.94	23,500.00	22,574.53	1.97	47,000.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	3,597.33	12,555.52	21.22	59,155.00	46,599.48	10.61	118,310.00
01-10-470-2	LEGAL SERVICES	10,479.00	31,205.74	32.57	95,800.00	64,594.26	16.29	191,600.00
01-10-471-2	FINANCIAL AUDIT	0.00	0.00	0.00	1,000.00	1,000.00	0.00	2,000.00
01-10-475-3	COMMUNITY RELATIONS	6.48	5,723.52	31.93	17,925.00	12,201.48	15.97	35,850.00
01-10-480-2	RISK MANAGEMENT	50.00	1,697.00	0.84	201,550.00	199,853.00	0.42	403,100.00
01-10-485-6	CAPITAL IMPROVEMENTS	0.00	43,236.96	81.70	52,920.00	9,683.04	40.85	105,840.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	57,350.28	248,456.80	16.84	1,475,665.00	1,227,208.20	8.42	2,951,330.00
<u>PLANNING & ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	13,224.23	40,937.07	32.26	126,878.00	85,940.93	16.13	253,756.00
01-15-515-4	DATA PROCESSING	0.00	0.00	0.00	2,700.00	2,700.00	0.00	5,400.00
01-15-520-2	ENGINEERING	6,123.85	7,538.10	26.80	28,125.00	20,586.90	13.40	56,250.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	591.12	35.52	1,664.00	1,072.88	17.76	3,328.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	19,348.08	49,066.29	30.31	161,867.00	112,800.71	15.16	323,734.00
<u>PARKS & RECREATION DEPT</u>								
01-20-550-3	ADMINISTRATION	14,227.37	32,161.06	34.83	92,336.00	60,174.94	17.42	184,672.00
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	22,750.32	44,480.14	48.92	90,930.00	46,449.86	24.46	181,860.00
01-20-570-4	MAINTENANCE	4,492.67	13,822.36	34.85	39,660.00	25,837.64	17.43	79,320.00
01-20-575-5	SUMMER PROGRAM	3,988.39	7,212.46	51.41	14,030.00	6,817.54	25.70	28,060.00
01-20-580-5	FALL PROGRAM	0.00	0.00	0.00	6,360.00	6,360.00	0.00	12,720.00
01-20-585-5	WINTER PROGRAM	670.00	2,752.65	16.16	17,030.00	14,277.35	8.08	34,060.00
01-20-590-5	SPECIAL RECREATION SERVICES	0.00	0.00	0.00	36,835.00	36,835.00	0.00	73,670.00
01-20-595-6	CAPITAL IMPROVEMENTS	7,480.66	77,901.75	70.01	111,265.00	33,363.25	35.01	222,530.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	53,609.41	178,330.42	43.40	410,946.00	232,615.58	21.70	821,892.00
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	28,878.69	88,654.00	32.95	269,039.00	180,385.00	16.48	538,078.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-848-2	PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	700,072.96	2,364,852.18	30.12	7,850,404.00	5,485,551.82	15.06	15,699,808.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008

WATER FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER DEPARTMENT</u>								
02-50-401-4	ADMINISTRATION	30,534.22	95,327.95	34.28	278,110.00	182,782.05	17.14	556,220.00
02-50-405-2	ENGINEERING	1,260.34	2,379.00	45.31	5,250.00	2,871.00	22.66	10,500.00
02-50-410-5	INTERFUND TRANSFERS	33,916.67	135,666.68	27.69	490,000.00	354,333.32	13.84	980,000.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
02-50-417-4	EDP	344.00	4,844.00	30.28	16,000.00	11,156.00	15.14	32,000.00
02-50-420-5	WATER PRODUCTION	51,477.65	138,949.97	22.49	617,958.00	479,008.03	11.24	1,235,916.00
02-50-425-4	WATER STORAGE	717.16	1,434.32	40.98	3,500.00	2,065.68	20.49	7,000.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	6,428.80	15,767.93	16.76	94,055.00	78,287.07	8.38	188,110.00
02-50-435-4	METERS & BILLING	0.00	1,286.80	6.20	20,760.00	19,473.20	3.10	41,520.00
02-50-440-6	CAPITAL IMPROVEMENTS	0.00	14,848.27	14.52	102,290.00	87,441.73	7.26	204,580.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	157,078.75	94.98	165,388.00	8,309.25	47.49	330,775.00
**TOTAL	WATER DEPARTMENT	124,678.84	567,583.67	31.61	1,795,811.00	1,228,227.33	15.80	3,591,621.00
***TOTAL	WATER FUND	124,678.84	567,583.67	31.61	1,795,811.00	1,228,227.33	15.80	3,591,621.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008

HOTEL/MOTEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	0.00	18,400.00	99.46	18,500.00	100.00	49.73	37,000.00
03-53-435-3	PUBLIC RELATIONS & PROMOTION	241.55	6,566.72	8.70	75,500.00	68,933.28	4.35	151,000.00
03-53-436-3	SPECIAL EVENTS	0.00	3,000.00	50.00	6,000.00	3,000.00	25.00	12,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	241.55	27,966.72	27.97	100,000.00	72,033.28	13.98	200,000.00
***TOTAL	HOTEL/MOTEL TAX FUND	241.55	27,966.72	27.97	100,000.00	72,033.28	13.98	200,000.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008

MOTOR FUEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	6,233.13	7,015.38	1.82	385,000.00	377,984.62	0.91	770,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	6,233.13	7,015.38	1.82	385,000.00	377,984.62	0.91	770,000.00
***TOTAL	MOTOR FUEL TAX FUND	6,233.13	7,015.38	1.82	385,000.00	377,984.62	0.91	770,000.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008
 T I F SPECIAL REVENUE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	0.00	42,500.00	0.00	0.00	-42,500.00	0.00	0.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	T I F SPECIAL REVENUE FUND	0.00	42,500.00	0.00	0.00	-42,500.00	0.00	0.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008
 SSA ONE BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>SSA BOND</u>							
06-60-550-4	DEBT SERVICE	0.00	115,621.32	51.48	224,584.00	108,962.68	25.74	449,168.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	115,621.32	51.48	224,584.00	108,962.68	25.74	449,168.00
***TOTAL	SSA ONE BOND FUND	0.00	115,621.32	51.48	224,584.00	108,962.68	25.74	449,168.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR AUGUST, 2008
POLICE PENSION FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	7,055.30	35,504.28	31.05	114,354.00	78,849.72	15.52	228,708.00
***TOTAL	POLICE PENSION FUND	7,055.30	35,504.28	31.05	114,354.00	78,849.72	15.52	228,708.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008
 SSA ONE PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>BUILDING AND ZONING DEPT</u>								
08-40-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BUILDING AND ZONING DEPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>SSA ONE PROJECT</u>								
08-63-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08-63-445-6	PUBLIC IMPROVEMENTS	0.00	0.00	0.00	7,880.00	7,880.00	0.00	15,760.00
08-63-555-7	SSA ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA ONE PROJECT	0.00	0.00	0.00	7,880.00	7,880.00	0.00	15,760.00
***TOTAL	SSA ONE PROJECT FUND	0.00	0.00	0.00	7,880.00	7,880.00	0.00	15,760.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008
 WATER CAPITAL IMPROVEMENTS FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER CAPITAL IMPROVEMENTS</u>							
09-65-405-2	WATER CAPITAL IMPROV FUND	17,482.56	18,957.20	30.33	62,500.00	43,542.80	15.17	125,000.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	544,701.00	544,701.00	0.00	1,089,402.00
09-65-440-6	CAPITAL IMPROVEMENTS	110.00	49,197.00	78.46	62,700.00	13,503.00	39.23	125,400.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	17,592.56	68,154.20	10.17	669,901.00	601,746.80	5.09	1,339,802.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	17,592.56	68,154.20	10.17	669,901.00	601,746.80	5.09	1,339,802.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008

CAPITAL PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>CAPITAL PROJECTS</u>								
10-68-430-5	CAPITAL PROJECTS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	38,624.55	47,617.17	1.97	2,412,500.00	2,364,882.83	0.99	4,825,000.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	0.00	0.00	1,134,170.00	1,134,170.00	0.00	2,268,340.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	159,646.00	159,646.00	0.00	319,292.00
**TOTAL	CAPITAL PROJECTS	38,624.55	47,617.17	1.28	3,706,316.00	3,658,698.83	0.64	7,412,632.00
***TOTAL	CAPITAL PROJECT FUND	38,624.55	47,617.17	1.28	3,706,316.00	3,658,698.83	0.64	7,412,632.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2008

2008 BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
**TOTAL	2008 BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	2008 BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>FUND SUMMARY</u>								
1	GENERAL CORPORATE	700,072.96	2,364,852.18	30.12	7,850,404.00	5,485,551.82	15.06	15,699,808.00
2	WATER	124,678.84	567,583.67	31.61	1,795,811.00	1,228,227.33	15.80	3,591,621.00
3	HOTEL/MOTEL TAX	241.55	27,966.72	27.97	100,000.00	72,033.28	13.98	200,000.00
4	MOTOR FUEL TAX	6,233.13	7,015.38	1.82	385,000.00	377,984.62	0.91	770,000.00
5	T I F SPECIAL REVENUE	0.00	42,500.00	0.00	0.00	-42,500.00	0.00	0.00
6	SSA ONE BOND & INTEREST	0.00	115,621.32	51.48	224,584.00	108,962.68	25.74	449,168.00
7	POLICE PENSION	7,055.30	35,504.28	31.05	114,354.00	78,849.72	15.52	228,708.00
8	SSA ONE PROJECT	0.00	0.00	0.00	7,880.00	7,880.00	0.00	15,760.00
9	WATER CAPITAL IMPROVEMENTS	17,592.56	68,154.20	10.17	669,901.00	601,746.80	5.09	1,339,802.00
10	CAPITAL PROJECT	38,624.55	47,617.17	1.28	3,706,316.00	3,658,698.83	0.64	7,412,632.00
	TOTALS ALL FUNDS	894,498.89	3,276,814.92	22.06	14,854,250.00	11,577,435.08	11.03	29,707,499.00

**VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
MUNICIPAL SALES AND USE TAXES**

MONTH		FISCAL YEAR				
DIST	COLL	04-05	05-06	06-07	07-08	08-09
MAY	MARCH	\$154,246	\$198,104	\$182,680	\$196,248	\$230,603
JUNE	APRIL	\$198,511	\$202,486	\$211,605	\$212,513	\$254,996
JULY	MAY	\$193,741	\$194,433	\$244,002	\$218,275	\$250,123
AUG	JUNE	\$213,347	\$215,043	\$260,808	\$256,375	\$303,260
SEPT	JULY	\$198,569	\$222,211	\$254,830	\$270,220	
OCT	AUG	\$216,075	\$219,400	\$236,588	\$231,584	
NOV	SEPT	\$209,905	\$207,764	\$232,607	\$231,838	
DEC	OCT	\$194,977	\$221,199	\$238,039	\$229,820	
JAN	NOV	\$202,012	\$198,456	\$215,032	\$233,691	
FEB	DEC	\$207,522	\$211,512	\$234,989	\$258,730	
MARCH	JAN	\$278,694	\$305,179	\$279,998	\$344,175	
APRIL	FEB	\$178,422	\$172,041	\$207,236	\$224,731	
TOTAL		\$2,446,020	\$2,567,829	\$2,798,415	\$2,908,200	\$1,038,981
MONTHLY AVE		\$203,835	\$213,986	\$233,201	\$242,350	\$259,745

YEAR TO DATE LAST YEAR : \$883,412
 YEAR TO DATE THIS YEAR : \$1,038,981
 DIFFERENCE : \$155,570

PERCENTAGE OF INCREASE :

17.61%

CURRENT FISCAL YEAR :

ANTICIPATED REVENUE: \$3,327,630
 PERCENTAGE OF YEAR COMPLETED : 33.33%
 PERCENTAGE OF REVENUE TO DATE : 31.22%
 PROJECTION OF ANNUAL REVENUE : \$3,420,337
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$92,707
 EST. PERCENT DIFF ACTUAL TO BUDGET 2.8%



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

August 27, 2008

Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

Attention: Tim Halik

Subject: 2008 Farmingdale MFT Project
(CBBEL Project No. 90-144 H93)

Dear Tim:

We have reviewed two invoices from K-Five Construction Corporation for work performed. Work included milling, resurfacing, sidewalk replacement, patching, and miscellaneous striping. It is our understanding that Village staff has verified the quantities. The following invoices have been reviewed:

INVOICE NO.	DATE	AMOUNT
6487	August 7, 2008	\$337,951.95
6501	August 12, 2008	<u>\$143.00</u>
TOTAL		\$338,094.95

We recommend payment 95% of the invoice total for a payment amount of \$321,190.20. Upon final approval from IDOT, we will recommend final payment of the balance.

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

Sincerely,

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

RECEIVED

AUG 27 2008

**VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.**

ITEM NUMBER	BID ITEM	UNIT	CONTRACT QTY	FINAL QTY	UNIT PRICES	CONTRACT TOTAL	FINAL TOTAL
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	2,537.00	1,102.29	\$ 0.48	\$ 1,217.76	\$ 529.10
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2" (PARTIAL WIDTH)	SY	7,290.00	6,356.25	\$ 2.20	\$ 16,038.00	\$ 13,983.75
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2" (FULL WIDTH)	SY	11,662.00	11,219.81	\$ 2.20	\$ 25,656.40	\$ 24,683.58
40603335	1 1/2" HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N-50	TON	2,362.00	2,392.30	\$ 62.00	\$ 146,444.00	\$ 148,322.60
44000500	COMBINATION CURB AND GUTTER REMOVAL	LF	2,500.00	2,732.42	\$ 5.50	\$ 13,750.00	\$ 15,028.31
60608300	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	LF	2,500.00	2,732.42	\$ 13.00	\$ 32,500.00	\$ 35,521.46
N/A*	CONCRETE DRIVEWAY REPLACEMENT	SY	715.00	653.85	\$ 42.00	\$ 30,030.00	\$ 27,461.70
78000650	THERMOPLASTIC PAVEMENT MARKING, LINE 24"	LF	162.00	101.00	\$ 14.00	\$ 2,268.00	\$ 1,414.00
N/A*	CLASS D PATCH, BINDER SPECIAL, 6"	SY	775.00	833.15	\$ 55.00	\$ 42,625.00	\$ 45,823.25
42400800*	DETECTABLE WARNINGS	SF	1,000.00	1,158.10	\$ 10.00	\$ 10,000.00	\$ 11,581.00
N/A*	CONCRETE FILL FOR GAPS	LF	-	733.50	\$ 1.10	\$ -	\$ 806.85
N/A*	REMOVE AND REPLACE SIDEWALK	SF	-	1,027.00	\$ 6.05	\$ -	\$ 6,213.35
N/A*	EXCAVATE AND PLACE SIDEWALK	SF	-	1,140.00	\$ 5.90	\$ -	\$ 6,726.00
GRAND TOTAL						\$ 320,529.16	\$ 338,094.95



13769 MAIN STREET
 LEMONT, ILLINOIS 60439
 TEL (630) 257-5600 FAX (630) 257-6788

INVOICE 6501CM
 PAGE NO. -1-

PAY APPLICATION	DATE	TERMS	CONTRACT
2	12 AUG 2008	NET 30	

CONTRACT LOCATION

JOB COST PROJECT # 08024
 WILLOWBROOK FARMINGDALE SUB
 FARMINGDALE SUBDIVISION
 WILLOWBROOK, IL

CUSTOMER 010206

VILLAGE OF WILLOWBROOK
 7760 QUINCY ST
 WILLOWBROOK, IL 60521

AUG 15 2008

BID ITEM	DESCRIPTION	UOM	ESTIMATED QUANTITY	PREVIOUS QUANTITY	CURRENT QUANTITY	TO DATE QUANTITY	UNIT PRICE	CURRENT AMOUNT	TO DATE AMOUNT
11	BIT MAT PR CT	GAL	2537.0000	1102.2900	0.0000	1102.2900	0.4800	0.00	529.10
12	HMA SURF REM 1 1/2"	SY	7290.0000	6356.2500	0.0000	6356.2500	2.2000	0.00	13,983.75
13	HMA SURF REM 1 1/2"	SY	11662.0000	11219.8100	0.0000	11219.8100	2.2000	0.00	24,683.58
14	1 1/2" HMA SC MIX D	TON	2362.0000	2392.3000	0.0000	2392.3000	62.0000	0.00	148,322.60
15	COMB C & G REM	LF	2500.0000	2732.4200	0.0000	2732.4200	5.5000	0.00	15,028.31
16	COMB C C & G TY M2.1	LF	2500.0000	2721.4200	11.0000	2732.4200	13.0000	143.00	35,521.46
17	CONC DRWY REPL	SY	715.0000	653.8500	0.0000	653.8500	42.0000	0.00	27,461.70
18	THPL PVT MK LINE 24"	LF	162.0000	101.0000	0.0000	101.0000	14.0000	0.00	1,414.00
19	CL D PATCH BIND SPL	SY	775.0000	833.1500	0.0000	833.1500	55.0000	0.00	45,823.25
0	DETECT WARN	SF	1000.0000	1158.1000	0.0000	1158.1000	10.0000	0.00	11,581.00
X	GROUT POUR	LF	733.5000	733.5000	0.0000	733.5000	1.1000	0.00	806.85
X	EXC & PLACE SIDEWALK	SF	1140.0000	1140.0000	0.0000	1140.0000	5.9000	0.00	6,726.00
X	REM & REPL WALK	SF	1027.0000	1027.0000	0.0000	1027.0000	6.0500	0.00	6,213.35
TOTAL BASE CONTRACT								143.00	338,094.95
TOTAL CONTRACT AND CHANGE ORDERS								143.00	338,094.95

BILLING SUMMARY FOR CONTRACT 08024

	CURRENT	TO DATE
COMPLETE TO DATE	143.00	338,094.95
MATERIALS ON HAND	0.00	0.00
SALES TAX	0.00	0.00
LESS RETAINAGE @ 0.0000 %	0.00	0.00
BALANCE	143.00	338,094.95
LESS PREVIOUS PAYMENTS		0.00
TOTAL AMOUNT DUE	143.00	338,094.95

ORIGINAL

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION TO APPROVE – VILLAGE HALL BRICK FAÇADE TUCKPOINTING PROJECT – J. ANDERSEN & SONS COMPANY, LOMBARD	AGENDA NO. 4F AGENDA DATE: 09/08/08
--	--

STAFF REVIEW: Tim Halik, Director of Municipal Services	SIGNATURE:
LEGAL REVIEW: N/A	SIGNATURE: _____
RECOMMENDED BY VILLAGE ADMIN.:	SIGNATURE:
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> on August 11, 2008 NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

The Fiscal Year 2008-2009 budget includes \$5,000 to tuckpoint the brick façade on the Village Hall building. Staff had previously observed areas of the brick where mortar is loose or missing requiring necessary repairs before water intrusion creates a larger problem. The department solicited proposals from two (2) local masonry maintenance contractors to complete this project.

COMPANY	PRICE QUOTE
J. Andersen & Sons Tuckpointing Co., Lombard	\$3,920.00
Soumar Masonry Restoration, Inc., Elmhurst	\$14,700.00

A very competitive price quote was received from J. Andersen & Sons, Company out of Lombard.

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

The Municipal Services Committee discussed this item at both their regular meetings on June 9, 2008 and August 11th, 2008. At the August 11th meeting, the Committee recommended this item be brought to the Village Board for approval.

ACTION PROPOSED:

Pass a motion to accept the proposal from J. Andersen & Sons.

J. ANDRESEN & SONS TUCKPOINTING CO.

Complete Masonry Restoration Specialist

Tuckpointing • Chimney Repair • Waterproofing • Caulking • Bricklaying

114 West Crystal Avenue • Lombard, Illinois 60148

(630) 495-0588



July 15, 2008

Village of Willowbrook
7760 Quincy Street
Willowbrook, Il.

The following is a proposal for work to be completed on the above mentioned building.

MASONRY REPAIRS: (Village Hall & Police Buildings)

- 1- At all elevations from top of masonry walls to grade grind out any cracked or deteriorated mortar joints as necessary, clean of any dust and tuckpoint. Tuckpointing will include open holes and deeply washed out mortar joints. All mortar color will blend with existing work and new work will be tooled concave to match original work.
- 2- At south elevation remove and replace 1 spalled brick with a new brick of similiar size and color.
- 3- At all elevations caulk all lintel joints above windows and doors 100%.
- 4- At all elevations re-caulk open vertical brick to brick control joints as necessary.
- 5- At east elevation above 3 windows remove old metal facia clean away old caulking, clean and re-paint steel lintel and re-caulk.
- 6- All caulking material used will be a polyurathane sealant, will be tooled for proper adhesion and color will blend with existing work.

All work will be completed in a clean and work-man like manner with the removal of any debris as the job progresses. All labor, material and insurance will be furnished by J. Andresen and Sons Tuckpointing.

2 Year Guarantee on all Workmanship.

Total cost for this work will be.....\$3,180.00

To be paid upon completion.

ACCEPTED BY _____

TITLE _____ DATE _____

Please sign and return copy or purchase order to schedule work/Thank You.



J. ANDRESEN & SONS TUCKPOINTING CO.

Complete Masonry Restoration Specialist

Tuckpointing • Chimney Repair • Waterproofing • Caulking • Bricklaying

114 West Crystal Avenue • Lombard, Illinois 60148

(630) 495-0588



July 15, 2008

Village of Willowbrook
7760 Quincy Street
Willowbrook, Il.

The following is a proposal for work to be completed on the above mentioned building.

MASONRY REPAIRS: (Salt Barn)

- 1- At south elevation from top of masonry wall to grade grind out any cracked or deteriorated mortar joints as necessary, clean of any dust and tuckpoint.
- 2- At 2 vertical joints where brick meets concrete caulk these joints 100% using a polyurathane sealant and tool for proper adhesion.
- 3- All mortar and sealant color will blend with existing work.

All work will be completed in a clean and work-man like manner with the removal of any debris as the job progresses.

All labor, material and insurance will be furnished by J. Andresen and Sons Tuckpointing.

2 Year Guarantee on all Workmanship.

Total Cost for this work will be.....\$740.00
To be paid upon completion.

ACCEPTED BY _____

TITLE _____ DATE _____

Please sign and return copy or purchase order to schedule work/Thank You.

VILLAGE OF WILLOWBROOK

BOARD MEETING

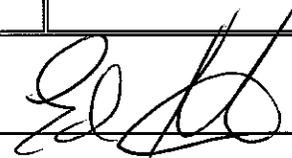
AGENDA ITEM - HISTORY/COMMENTARY

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

AGENDA NO. 49

AGENDA DATE: 09/08/08

STAFF REVIEW: EDWARD KONSTANTY

SIGNATURE: 

LEGAL REVIEW: ROBIN JONES

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES N/A

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

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

Staff has compiled a list of Village owned vehicles deemed surplus property ready for disposal. Staff will use the services of P.D. Auctions to sell the following Police Department vehicles on Ebay:

VIN	Year	Make	Model
1GKRRK13Z02J333820	2002	GMC	YUKON

Staff recommends the Village President and Board of Trustees pass the ordinance authorizing the sale of the vehicles listed above.

ACTION PROPOSED:

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 08-0- 22

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

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

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

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

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

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

SECTION THREE: The Village Administrator is hereby authorized to convey and transfer title to the property set forth on Exhibit "A" to the recipient thereof.

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

PASSED and APPROVED this ____ day of _____, 2008.

APPROVED:

Acting Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"

VIN	Year	Make	Model
1GKEK13Z02J333820	2002	GMC	YUKON

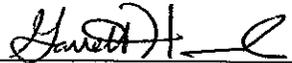
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AUTHORIZING THE SALE OF ABANDONED,
LOST OR STOLEN PROPERTY PURSUANT TO THE LAW
ENFORCEMENT DISPOSITION OF PROPERTY ACT

AGENDA NO. 4h**AGENDA DATE:** 09/08/08**STAFF REVIEW:** Garrett Hummel**SIGNATURE:** **LEGAL REVIEW:****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)****ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

The Willowbrook Police Department has compiled a list of abandoned, lost or stolen bicycles in custody that are eligible for disposal. These bicycles are listed in Exhibit "A" of the proposed ordinance. All listed bicycles have been in the possession of the Police Department for a minimum of six months. Reasonable efforts have been made to try and identify and notify owners. None of the bicycles listed are such type or condition, that the interest of the public be best served if the custody of such items be transferred to the Village of Willowbrook.

Staff is requesting authorization to dispose of the bicycles in Exhibit "A" in a manner deemed appropriate by the Village Administrator

ACTION PROPOSED: PASS THE ORDINANCE

ORDINANCE NO. 08-0-23

AN ORDINANCE AUTHORIZING THE SALE OF ABANDONED, LOST OR
STOLEN PROPERTY PURSUANT TO THE LAW ENFORCEMENT
DISPOSITION OF PROPERTY ACT

WHEREAS, the police department has in its custody certain items of personal property described on Exhibit "A" attached hereto and incorporated herein, believed to be abandoned, lost or stolen; and,

WHEREAS, such property has been in custody of the police department for six (6) months or longer and reasonable efforts have been made to identify and notify the owners or other persons entitled to possession of the property.

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

SECTION ONE: Pursuant to 765 ILCS 1030/1 *et seq.*, the President and Board of Trustees of the Village of Willowbrook hereby authorize the Village Administrator to dispose of the property described on Exhibit "A" in any manner he deems appropriate.

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

PASSED and APPROVED this ____ day of _____, 2008.

APPROVED:

Acting Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

LIST OF PROPERTY

WIN #	BICYCLE DESCRIPTION							REASON FOR STORAGE
	CASE #	MODEL	MAKE	COLOR	SERIAL #	REASON FOR STORAGE		
5727	03-3056	MONGOOSE			FC1F094193	FOUND PROPERTY	FOUND PROPERTY	
5745	03-3703	RAND				FOUND PROPERTY	FOUND PROPERTY	
5755	03-4181	DYNO COMPE				FOUND PROPERTY	FOUND PROPERTY	
5762	03-4555	DURASPORT				FOUND PROPERTY	FOUND PROPERTY	
5787	03-5566	MAGNA				FOUND PROPERTY	FOUND PROPERTY	
5796	03-6065	HUFFY				FOUND PROPERTY	FOUND PROPERTY	
5836	03-7533	UNK				FOUND PROPERTY	FOUND PROPERTY	
5837	03-8170	AVOCET				FOUND PROPERTY	FOUND PROPERTY	
5983	04-3757	TREK				FOUND PROPERTY	FOUND PROPERTY	
5984	04-3311	HUFFY				FOUND PROPERTY	FOUND PROPERTY	
5985	04-3627	MAGNA				FOUND PROPERTY	FOUND PROPERTY	
5994	04-3994	ROADMASTER				FOUND PROPERTY	FOUND PROPERTY	
6025	04-4722	ROADMASTER				FOUND PROPERTY	FOUND PROPERTY	
6061	04-5909	VORTEX				FOUND PROPERTY	FOUND PROPERTY	
6100	04-7052	KENT				FOUND PROPERTY	FOUND PROPERTY	
6141	05-335	GARY FISHER	GENESIS		WTUH0678605	FOUND PROPERTY	FOUND PROPERTY	
6196	05-2408	PACIFIC	SCORPIO		HJ0309007	SAFEKEEPING	SAFEKEEPING	
6270	05-6046	RHINO				FLEEING P.O./UNK SUSP	FLEEING P.O./UNK SUSP	
6271	05-6056	KENT			SX010803981	FOUND PROPERTY	FOUND PROPERTY	
6271	05-6056	MAGNA			99TD9387871	FOUND PROPERTY	FOUND PROPERTY	
6307	05-7421	MURRAY	MT. CLIMBER			DONATED	DONATED	
6307	05-7421	MONGOOSE				DONATED	DONATED	
6319	05-7655	ZBC	PRO MODEL	BLUE	S36000703	FOUND PROPERTY	FOUND PROPERTY	
6319	05-7655	MONGOOSE	CHROME	SILVER	AS238225	FOUND PROPERTY	FOUND PROPERTY	

6324	05-7956	ROCK ZONE	SHIMANO		L000241250	FOUND PROPERTY
6336	05-8552	TREK 4500	ALPHA	SILVER		FOUND PROPERTY
6359	06-116	BALLY	MTB TRAILWINDER			FOUND PROPERTY
6359	06-116	ROADMASTER	MT. FURY			FOUND PROPERTY
6396	06-1396	SCHWINN			M6JE07137	FOUND PROPERTY
6410	06-1965	ROCK CREEK	SPIRIT	BLUE	16604908C4338H19	FOUND PROPERTY
6460	06-3513	HUFFY		GREEN	B00D083460	FOUND PROPERTY
6483	06-5204	KENT		BLK/PURPLE	GY0401794	FOUND PROPERTY
6525	06-6856	ROADMASTER		GREEN	1JK101290	FOUND PROPERTY
6530	06-7281	MAGNA		GREEN	99TD130816	FOUND PROPERTY

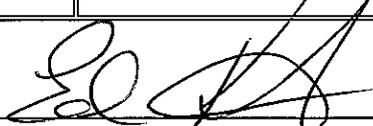
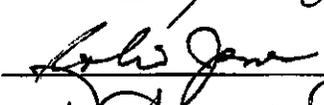
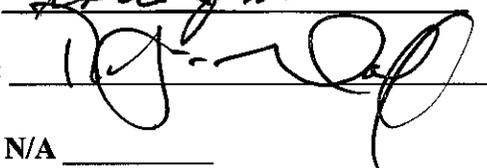
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC CONTROL AGREEMENT - ASCOT GLEN COMMUNITIES

AGENDA NO. 41**AGENDA DATE:** 09/08/08**STAFF REVIEW:** Ed Konstanty**SIGNATURE:** **LEGAL REVIEW:** Robin Jones**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The attached Agreement replaces the one that expired on February 27, 2007 with the same owners.

The Village of Willowbrook has entered into traffic agreements with various associations which provide for the regulation of traffic and access to private roads, streets, driveways and parking areas open to and used by the public, tenants, owners and employees.

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

Under this Agreement, the Police Department agrees to regulate all traffic control signs, including stop signs, handicapped parking areas and yield signs, monitor all posted one-way traffic areas and regulate loading zones including safety zones and fire lanes. In addition, they will monitor all specified areas, which restrict or limit stopping, standing or parking of vehicles.

The Agreement will be in effect for a 20-year period, with the provision that the Agreement may be canceled upon the giving of 30 days prior written notice by either party after the first year. RREEF America LLC agrees to provide a comprehensive general liability insurance policy in the amount of \$2 million.

ACTION PROPOSED:

ADOPTION OF THE RESOLUTION.

RESOLUTION NO. 08 -R- 55

A RESOLUTION AUTHORIZING THE EXECUTION OF A
TRAFFIC CONTROL AGREEMENT - ASCOT GLEN
COMMUNITIES

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that the Village President and the Village Clerk of the Village of Willowbrook be and the same are hereby authorized to execute the Agreement by and between the Village of Willowbrook and Ascot Glen Communities, which said Agreement provides for the regulation of traffic upon the property commonly known as Ascot Glen Communities. Said Agreement is attached hereto as Exhibit "A" and is, by this reference, incorporated herein.

PASSED and APPROVED this ____ day of _____, 2008.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

TRAFFIC REGULATION AGREEMENT

THIS AGREEMENT is made as of this 18th day of JUNE, 2008 by and between ASCOT GLEN Communities and the VILLAGE OF WILLOWBROOK, a municipal corporation, within which corporate jurisdiction the Complex is located for the regulation of traffic and other matters within the complex area and the enforcement of said regulations by the assigned traffic law enforcement personnel of the Village.

WITNESSETH:

ARTICLE 1. DEFINITIONS: As used in this Agreement, the following definitions apply:

- 1.1 Complex: The land, buildings and other improvements commonly known as ASCOT GLEN, situated in the Village of Willowbrook, DuPage County, Illinois, and legally described in the attached Exhibit "A".
- 1.2 Permanent Index Numbers (PINs): 09-14-306-068
- 1.3 Manager: Those persons or entity employed or retained by Owner from time to time with authority to administer, manage and operate the Complex for the purposes of this Agreement.
- 1.4 Owner: IPERS Willowbrook INC
- 1.5 Village: Village of Willowbrook, DuPage County, Illinois.

ARTICLE 2. RECITAL OF FACTS: The following recitals of fact are an integral part of this Agreement.

- 2.1 Owner holds record title to the Complex.
- 2.2 The Complex is located within the corporate jurisdiction of the Village.
- 2.3 It is the mutual desire of the parties hereto that the Village shall regulate the parking of automobiles, and traffic and roller skating, bicycle riding and/or skateboarding within the Complex, and enforce said regulations by the assigned traffic law enforcement personnel of the Village.
- 2.4 The Illinois Vehicle Code (625 ILCS 5/11-209) and the Illinois Municipal Code (65 ILCS 5/1-1-7) provide for such agreement between the Village and the Owner and said statutory authorization enumerated on those matters which may be

included in such agreement. Further, additional matters may be included in such agreements pursuant to Article VII, Section 10 of the Illinois Constitution.

2.5 Manager, in its capacity with Owner, is empowered to enter into this Agreement.

ARTICLE 3. COVENANTS: In consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, each of the respective parties hereto covenants and agrees as follows:

3.1 The Owner will cause the Manager or its designated representative to cooperate with the Chief of Police or his designated representative in inspecting the parking area of the Complex to determine what, if any, stop signs, yield signs, person with disabilities parking area signs, or any other traffic markers are to be erected, and to determine what, if any, areas are to be marked as stop intersections, yield intersections, person with disabilities parking areas or pedestrian crossings, in order to provide for the safe and efficient trafficking of the parking area of the Complex. Further, such determination may include the regulation and/or prohibition of roller-skating, the riding of bicycles and/or the riding or operation of skateboards in and upon the Complex, and the posting of the signs with the respect thereto.

3.2 If it be determined, pursuant to Paragraph 3.1 of this Agreement, that stop signs, yield signs, person with disabilities parking area signs, or any other markers are to be erected or that specified intersections are to be marked as stop intersections, yield intersections, or pedestrian crossings, the Owner agrees to erect such signs and markers at the indicated places on the Complex, in accordance with all applicable regulations and specifications promulgated by the State of Illinois. The Owner shall bear the costs and expenses of obtaining, erecting and maintaining any and all such signs and markers necessary for enforcement of the regulations agreed to by the parties herein.

3.3 The Owner shall cause the Manager to mark such fire lanes as the local Fire Protection District Chief or his designated representatives shall recommend as necessary for effective movement of Fire Department and other emergency vehicles.

3.4 Signs or other devices providing for the regulation of traffic and parking, or the regulation or prohibition of roller skating, bicycle riding or skateboarding, within the Complex, as well as a designation of the exact regulations to be imposed thereon, shall be installed as shown in the Traffic Regulation Plan for (Project Name) ASCOT GLEN
as prepared by (Consultant) MAURI HACKETT,
(Address) 10060 Laurel Ln,
referenced as Project No. _____, consisting of _____ sheets,
dated _____, _____ and revised through

_____, _____ a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein.

- 3.5 The Village hereby agrees to enforce all regulations in the parking areas of the Complex by use of assigned traffic enforcement personnel of the Village; to issue citations to any and all violators of such regulations; and to adopt and enforce any additional reasonable rules and regulations with respect to traffic and parking in the parking area as local conditions may require or the safety and convenience of the public or the users of the parking area.
- 3.6 The Owner hereby agrees to provide for the removal of vehicles that are abandoned or parked in areas where stopping, standing or parking is prohibited. Such removal shall be done pursuant to a towing agreement and in accordance with the requirements of 625 ILCS 5/4-203, including, but not limited to, posting of the notice required therein.
- 3.7 Neither the Owner nor the Manager shall permit any person to park a vehicle at any location in the Complex for the purpose of displaying such vehicle for sale. The owner of any such vehicle may be ticketed by the Village.
- 3.8 The Owner has named the Village as an additional insured on its Comprehensive General Liability Insurance Policy and on their Excess Liability Insurance Policy and a copy of said Certificate of Insurance is attached hereto as Exhibit "C" and incorporated herein. Such liability insurance shall provide that the Village, its officers, agents, agencies, employees, and departments shall be additional insured under such insurance. Said insurance shall be in the minimum amount of one million dollars (\$1,000,000) combined single limit or in such amounts acceptable to the Village and shall be in such form and with such Company as shall be approved by the corporate authorities.

The Owner hereby agrees to keep said policies in full force and effect throughout the terms of this Agreement. A mandatory written notice must be provided upon the cancellation of any policy as outlined under the Certificate of Insurance evidencing the coverage provided for herein.

- 3.9 In the event the Owner changes Managers, the Owner shall notify the Village within ten (10) days of such change.

ARTICLE 4. TERM: This Agreement shall be in full force and effect from and after the date of its execution for a period of twenty (20) years of the date thereof, and may, by further agreement of the parties, be continued for additional periods of like duration.

Notwithstanding any provision contained herein to the contrary, after this Agreement has been in effect for a term of one (1) year, this Agreement may be canceled upon the giving of thirty (30) days prior written notice by either party

hereto, except to the extent that the Owner may be required to maintain this Agreement pursuant to any zoning relief granted by the Village.

4.1 The sole remedy available to the Owner, upon any breach of this Agreement by the Village, shall be the cancellation of the Agreement under its terms. It is of the essence of this Agreement that the Village shall not be liable in money damages for any breach of this Agreement.

ARTICLE 5. SUCCESSORS: This Agreement shall be binding upon and inure to benefit the respective assigns, successors and personal representatives of each of the parties hereto.

ARTICLE 6. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois.

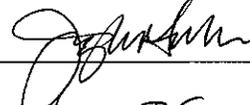
ARTICLE 7. RECORDING: A fully executed copy of the Agreement shall be recorded in the Office of the Recorder of Deeds of the County of DuPage of the State of Illinois, and it is agreed, pursuant to the statutes set forth above, that no regulation made pursuant to this Agreement shall be effective or enforceable until three (3) days after this Agreement is recorded.

ARTICLE 8. NOTICES: All notices hereunder shall be in writing and sent by Certified Mail, addressed to the Manager at 6060 Laurel Ln.
Willowbrook, IL 60527
and, if to the Village, at the Office of the Village Administrator of Willowbrook, 7760 Quincy Street, Willowbrook, Illinois 60527.

[ARTICLE 9. REPEALS: Approved _____ recorded with the DuPage County Recorder's office as document _____ is hereby repealed.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date and year first above mentioned.

OWNER



BY:

JOSEPH R. SENKO TRISTAR Management Co.
(Managing Agent or Owner)

VILLAGE OF WILLOWBROOK

BY:

President

ATTEST:

Village Clerk

EXHIBIT "A"

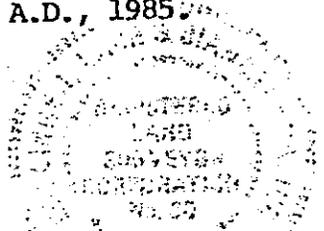
LEGAL DESCRIPTION OF COMPLEX

LOT 1 IN THE MARKS OF WILLOWBROOK, BEING A SUBDIVISION OF PART OF LOT 3 IN P.F.H. ASSESSMENT PLAT AS RECORDED BY DOCUMENT NUMBER R74-50466, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND THE WEST THREE QUARTERS OF THE EAST HALF OF SAID SOUTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, SAID MARKS AT WILLOWBROOK BEING RECORDED AS DOCUMENT NO. R84-101532 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS; EXCEPT THEREFROM ALL THAT PART OF SAID LOT 1 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT OF COMMENCEMENT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83 (ROBERT KINGERY HIGHWAY); THENCE SOUTH 89° 53' 54" WEST ALONG THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 395.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 30° 06' 06" WEST ALONG A LINE FOR A DISTANCE OF 374.08 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET, HAVING A CHORD BEARING OF NORTH 48° 51' 06" WEST, FOR A CHORD DISTANCE OF 96.43 FEET TO A POINT OF TANGENCY; THENCE NORTH 67° 36' 06" WEST ALONG A LINE FOR A DISTANCE OF 374.68 FEET TO A POINT ON A CURVE; THENCE NORTHERLY ALONG THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 220.00 FEET, HAVING A CHORD BEARING OF NORTH 26° 26' 48" EAST FOR A CHORD DISTANCE OF 57.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 18° 53' 54" EAST ALONG A LINE FOR A DISTANCE OF 90.66 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 293.73 FEET, HAVING A CHORD BEARING OF NORTH 10° 40' 00" EAST FOR A CHORD DISTANCE OF 84.11 FEET; THENCE SOUTH 89° 53' 54" WEST ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, FOR A DISTANCE OF 56.71 FEET; THENCE NORTH 0° 06' 06" WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 110.00 FEET TO A POINT ON A NORTH LINE OF SAID LOT 1, SAID LINE BEING ALSO THE SOUTH RIGHT-OF-WAY LINE OF 59TH STREET AS DEDICATED ON SAID PLAT OF THE MARKS AT WILLOWBROOK, SAID POINT BEING 20.00 FEET EAST OF THE NORTHEAST CORNER OF LOT 2 IN SAID MARKS AT WILLOWBROOK AS MEASURED ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 59TH STREET.

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT WE, BOLLINGER, LACH & BIANCALANA, INC., ILLINOIS REGISTERED LAND SURVEYOR CORPORATION NO. 30, HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT THE PLANNED UNIT DEVELOPMENT PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF A PLAN PREPARED AT AND UNDER OUR DIRECTION.

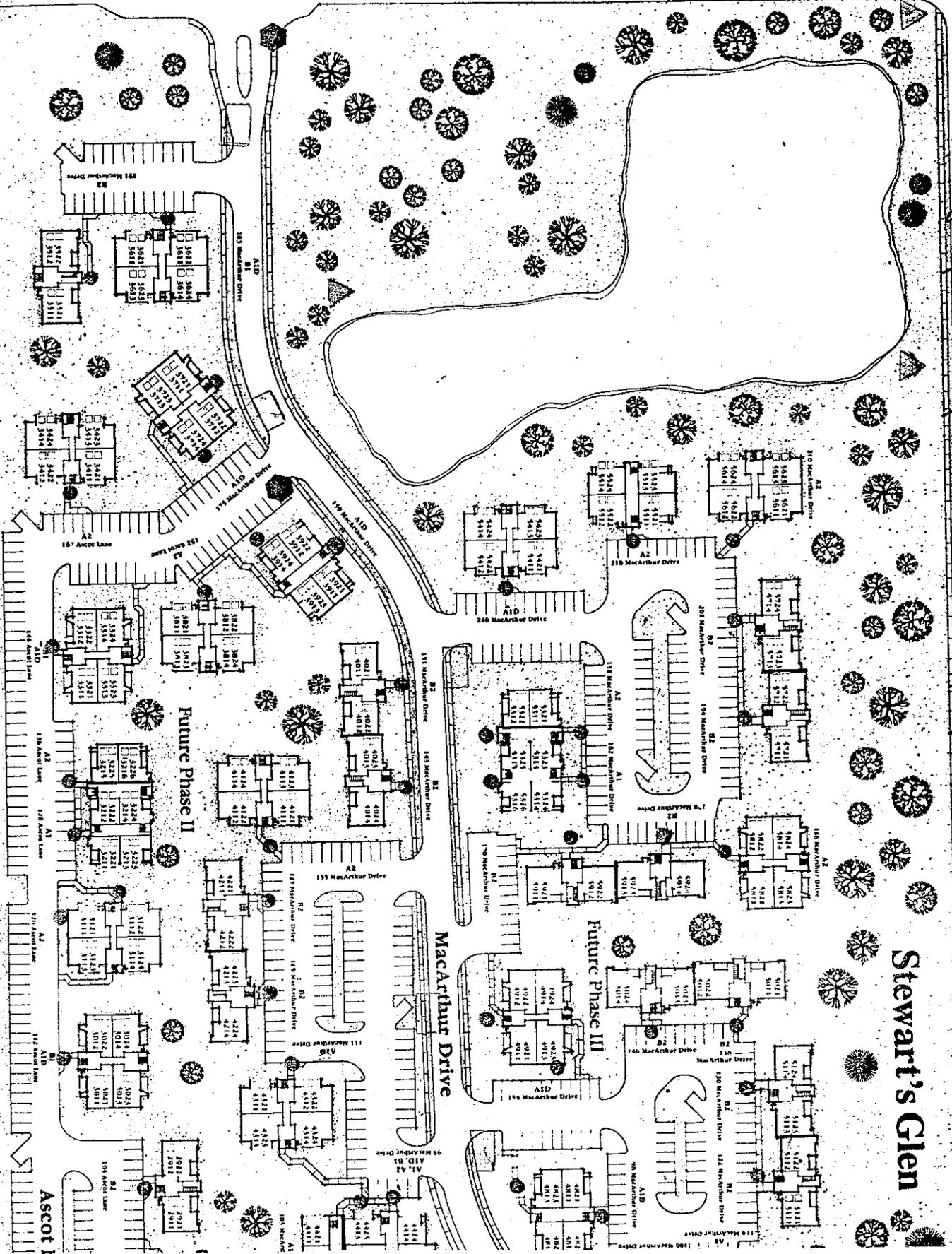
GIVEN UNDER OUR HAND AND SEAL AT OAK BROOK, ILLINOIS, THIS _____ DAY OF _____, A.D., 1985.



WALTER A. BOLLINGER, IRLS NO. 35-1979
FOR BOLLINGER, LACH & BIANCALANA, INC.
I.R.L.S. CORPORATION NO. 30

EXHIBIT 'A'

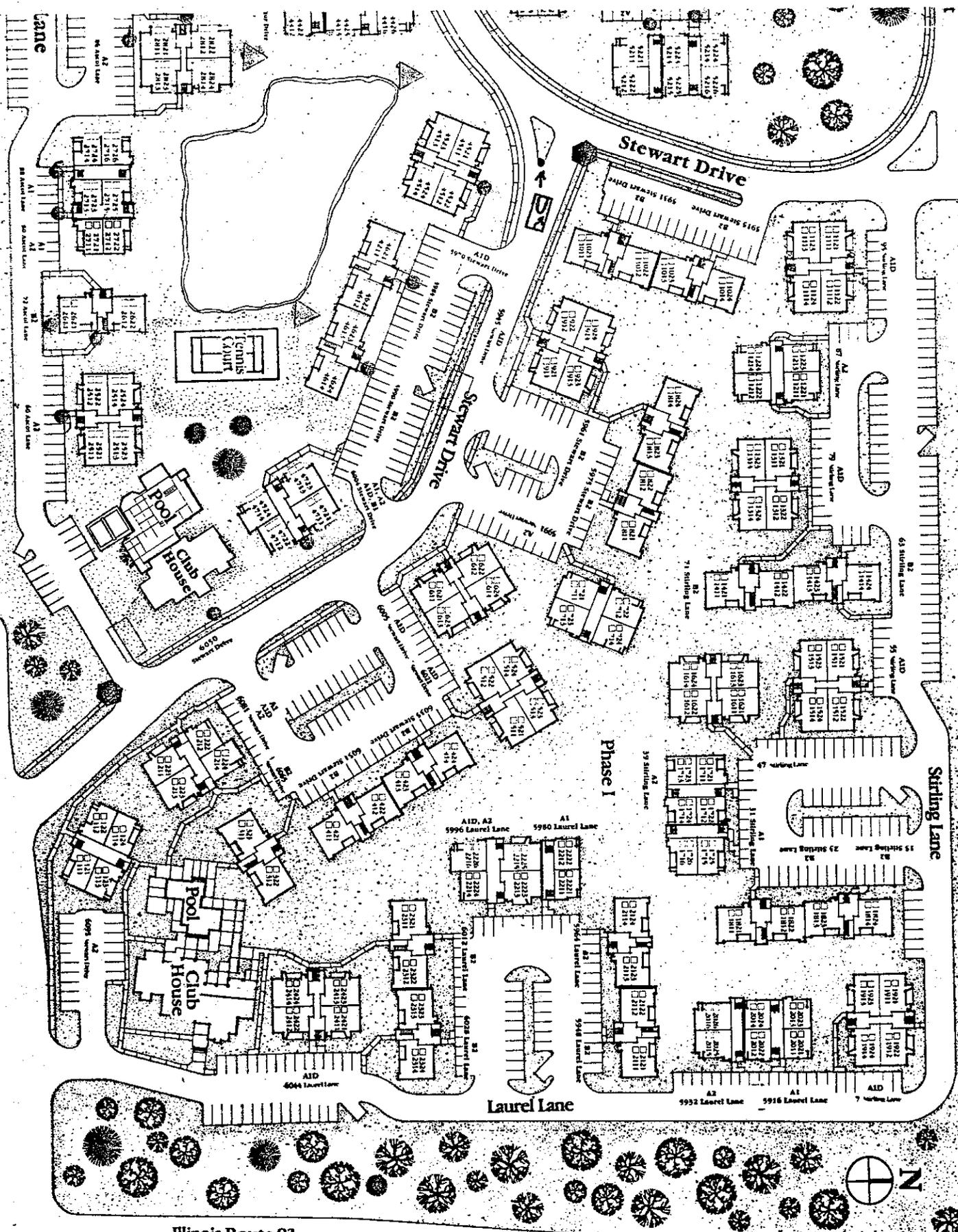
Clarendon Hills Rd.



STOP sign • BLDG. ADDRESSES • Warning Signs • STREET Signs w/ BLDG ADDRESSES. 59th Street

STEWART'S GLEN PHASE II + III sign + ADDRESS PLACEMENT

Stewart's Glen



Illinois Route 83

EXHIBIT "B"

TRAFFIC REGULATION PLAN

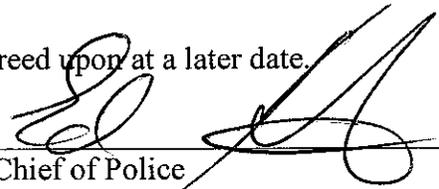
Pursuant to the attached agreement, the Willowbrook Police Department agrees to enforce the following areas as designated on the traffic control plan attached hereto.

1. Traffic control signs including posted speed limit signs, stop signs, yield signs, and one-way signs.
2. No parking within 15 feet of hydrant locations as marked.
3. Handicap parking areas as marked with an official sign.
4. Prohibition of parking along all streets between 2:00 a.m. and 6:00 a.m.
5. Enforcement of yellow curb markings with adjacent "No Parking" signs indicating no parking areas.
6. Enforcement of posted, "No Trespassing" signs.
7. Posted "No Parking" zones.
8. Parking of vehicles for the purpose of being displayed for sale.
9. Enforcement of Village ordinance violations.
10. Prohibition of roller skating, bicycle riding, or skateboarding within the complex as posted.

Any future signs, crosswalks, and so forth may be agreed upon at a later date.



Owners' Representative



Chief of Police

[ATTACH PLAN]

EXHIBIT "C"

CERTIFICATE OF INSURANCE

MARSH CERTIFICATE OF INSURANCE CERTIFICATE NUMBER
SEA-001231798-01

PRODUCER
MARSH RISK & INSURANCE SERVICES
1 CALIFORNIA STREET
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111
Attn: GREG McVERRY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

S52716-CAS-ALL-0708 GL
INSURED
RREEF AMERICA LLC
ATTN: LIZ MALKA
101 CALIFORNIA STREET, 26TH FLOOR
SAN FRANCISCO, CA 94111

COMPANIES AFFORDING COVERAGE

COMPANY A	Fireman's Fund Insurance Co.
COMPANY B	N/A
COMPANY C	N/A
COMPANY D	

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MXC80430896	10/01/07	10/01/08	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> GENERAL AGGREGATE				FIRE DAMAGE (Any one fire) \$ 100,000
	<input checked="" type="checkbox"/> APPLIES PER LOCATION				MED EXP (Any one person) \$ 2,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
EXCESS LIABILITY					EACH OCCURRENCE \$
<input type="checkbox"/> UMBRELLA FORM					AGGREGATE \$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL					EL EACH ACCIDENT \$
<input type="checkbox"/> OTHER					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate holder is named as additional insured.
Re: Ascot Glen at Willowbrook
6060 Laurel Lane
Willowbrook, IL 60527

CERTIFICATE HOLDER
Willowbrook Police Department
Attn: Mark Shelton
7760 Quincy St.
Willowbrook, IL 60527

RENEWAL INFORMATION
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.
AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services
BY: Greg McVerry *GM*

ADDITIONAL INFORMATION

SEARCHED 08/27/08

DATE (MM/DD/YY)
08/27/08

PRODUCER
 MARSH RISK & INSURANCE SERVICES
 1 CALIFORNIA STREET
 CALIFORNIA LICENSE NO. 0437153
 SAN FRANCISCO, CA 94111
 Attn: GREG McVERRY

S52716-CAS-ALL-0708 GL

COMPANIES AFFORDING COVERAGE

COMPANY E
COMPANY F
COMPANY G
COMPANY H

INSURED
 RREEF AMERICA LLC
 ATTN: LIZ MALKA
 101 CALIFORNIA STREET, 28TH FLOOR
 SAN FRANCISCO, CA 94111

CONTINUED FROM DESCRIPTION SECTION:

Legal Ownership Entity: IPERS Willowbrook, Inc.

CERTIFICATE ORDER

Willowbrook Police Department
 Attn: Mark Shelton
 7760 Quincy St.
 Willowbrook, IL, 60527

AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services
 BY: Greg McVerry *Greg McVerry*

MARSH



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Marsh Risk & Insurance Services
One California Street
San Francisco, CA 94111
California Insurance License #0437153
415 743 8000
Craig.M.Ossello@marsh.com
www.marsh.com

Fax

To:	Mark Shelton	From:	Craig M. Ossello
Date:	August 27, 2008	Fax:	415 743 8080
Organization:	Willowbrook Police Dept.	Phone:	415 743 8207
Fax:	630 323 7915	Pages:	5
Phone:	630 325 2808		
Subject:	Certificates of Insurance from RREEF		

Hi Mark,

Please see certificates of insurance per your request. Hard copies will follow by mail.
Please feel free to contact me should you have any questions.

Thanks,
Craig

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION – PRESIDENTIAL APPOINTMENT – VILLAGE TRUSTEE

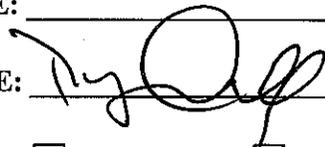
AGENDA NO. 5

AGENDA DATE: 9/08/08**STAFF REVIEW:**

SIGNATURE: _____

LEGAL REVIEW:

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)**

A vacant position was created on the Village of Willowbrook Board of Trustees with the recent resignation of Trustee Michael Brown.

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

The Acting Village President has the authority to recommend the appointment of an individual to fill the vacant Trustee position with the advice and consent of the Board of Trustees. The appointment would be for the remainder of the term of former Trustee Brown, which expires on April 7, 2009.

ACTION PROPOSED: A Motion to concur with the Acting Village President's recommendation.

AGENDA ITEM NOTE

AS OF 2:00 PM ON FRIDAY, SEPTEMBER 5, THE FINAL FORM OF AGREEMENT FOR THE PUBLIC WORKS FACILITY CONSTRUCTION CONTRACT HAD NOT YET BEEN APPROVED BY THE VILLAGE ATTORNEY. THIS AGENDA PACKET INCLUDES THE STANDARD FORM OF AGREEMENT.

WE ANTICIPATE THE FINAL AGREEMENT WILL BE AVAILABLE BY MEETING TIME ON MONDAY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MATTER PRIOR TO THE BOARD MEETING, PLEASE FEEL FREE TO CONTACT PHIL MODAFF.

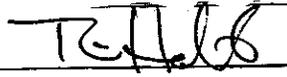
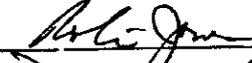
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE ACTING VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT -- FBG CORPORATION -- FOR CONSTRUCTION OF A PUBLIC WORKS FACILITY

AGENDA NO. 7**AGENDA DATE:** 09/08/08**STAFF REVIEW:****SIGNATURE:** **LEGAL REVIEW:****SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED BY COMMITTEE:** YES NO N/A

September 8, 2008 – Municipal Services Committee

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

The Village Board authorized staff to advertise for bids for construction of a new Public Works Facility. Twelve (12) bids were received and publicly opened on Friday, August 29 (bid tabulation attached).

This project was anticipated in the FY2009 budget through a combination of proceeds of the bond sale (\$1,766,522) and a contribution from the Water Fund (\$500,000) for a total project budget of \$2,266,522. (NOTE: Bond proceeds amount may be greater depending on expected interest earnings).

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

The bids ranged from a low of \$1,798,000 to a high of \$2,107,000. The low bid of \$1,798,000 (attached) was submitted by FBG Corporation of Elmhurst, IL. Staff, Williams Architects and the Village Attorney conducted reference and background checks and determined that all required documents were submitted and that FBG is in good standing and has satisfactorily performed work of this nature and scope.

The bid specifications provided for alternate pricing of four options (in case cost-cutting would be necessary), one of which staff is recommending be approved: **Option Three** is a \$55,000 deduct for the purchase and installation of a truck lift. Based upon other submitted bids and discussion with the equipment provider, it is clear that money can be saved by directly purchasing the equipment, thereby eliminating the general contractor's markup. The item will be ordered separately and installed at an estimate price of around \$40,000. This deduct would bring FBG's bid down to \$1,743,000.

In addition to the construction work to be done by FBG, there will be several other expenses associated with completion of this project, including: salt dome, computers and phones, consultants, furniture, equipment and tool benches/shelving, miscellaneous equipment and tools and the truck lift (previously noted). Based upon the project budget of \$2,266,522 and acceptance of FBG's bid with Option #3 in the amount of \$1,743,000, the remaining balance of \$523,522 will be adequate to cover the anticipated additional expenses and provide a comfortable contingency amount to cover unforeseen conditions or plan alterations.

ACTION PROPOSED:

ADOPT RESOLUTION

RESOLUTION NO. 08-R-_____

A RESOLUTION AUTHORIZING THE ACTING VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT -- FBG CORPORATION - FOR CONSTRUCTION OF A PUBLIC WORKS FACILITY

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Acting Village President and Clerk be and the same are hereby authorized to execute the Standard Form of Agreement Between Owner and Contractor, between the Village and FBG Corporation (including alternate number three, as set forth in the bid proposal form), attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Willowbrook is hereby directed to forward a certified copy of this Resolution to: FBG Corporation, 1015 S. Illinois Route 83, Elmhurst, IL 60126.

ADOPTED and APPROVED this 8th day of September, 2008.

APPROVED:

Acting Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

PROJECT BID SUMMARY

Company Name	BID BOND	APPARENT LOW BIDDER Base Bid	Alternate No. 1	Alt. No. 2	Alt. No. 3 LFT	Alt. No. 4	Addendum 1 / 2		LOW BIDDER w/ Alternates
Scale Construction		\$ -							\$ -
Dumex Construction		\$ -							\$ -
TDCA		\$ -							\$ -
Sigalos & Associates	B.B.	\$ 2,059,000	\$ (2,100)	\$ (8,900)	\$ (36,400)	\$ (21,600)	v		\$ 1,990,000
Midwest Installers, Inc.		\$ -							\$ -
APS		\$ -							\$ -
R.C. Wegman Construction		\$ -							\$ -
Pelar Construction		\$ -							\$ -
R.L. Sohol General Contractor	B.B.	\$ 2,026,000	\$ (400)	\$ (8,300)	\$ (27,000)	\$ (18,000)	v		\$ 1,972,300
Simpson Construction		\$ -							\$ -
Doherty Construction		\$ 1,969,000	\$ (1,700)	\$ (5,300)	\$ (26,500)	\$ (8,000)	v		\$ 1,927,500
Vengar Construction	B.B.	\$ 1,892,000	\$ (3,500)	\$ (8,500)	\$ (38,400)	\$ (22,000)	v		\$ 1,819,600
Lombard Company		\$ -							\$ -
K & N Construction		\$ -							\$ -
Construction Solutions	B.B.	\$ 1,817,723	\$ (1,000)	\$ (8,500)	\$ (36,000)	\$ (23,000)	v		\$ 1,749,223
Harbour Contractors	B.B.	\$ 2,439,000	\$ -	\$ (700)	\$ (25,000)	\$ (7,000)	v		\$ 2,406,300
*FBG Corporation	B.B.	\$ 1,798,000	\$ (2,400)	\$ (8,400)	\$ (55,000)	\$ (12,000)	v		\$ 1,720,200
F.H. Paschen / S.N. Nielsen		\$ -							\$ -
Accutech		\$ -							\$ -
Bergen Construction		\$ 1,890,000	\$ (1,700)	\$ (4,000)	\$ (32,000)	\$ 9,500	v		\$ 1,861,800
Semford Construction	B.B.	\$ 1,958,890	\$ (745)	\$ (7,300)	\$ (27,000)	\$ (14,000)	v		\$ 1,909,845
Poulos, Inc.		\$ -							\$ -
Walter Daniels Construction	B.B.	\$ 1,928,000	\$ (1,158)	\$ (5,970)	\$ (27,500)	\$ (19,815)	v		\$ 1,873,557
L.J. Morse Construction	B.B.	\$ 1,856,000	\$ (1,460)	\$ (6,800)	\$ (23,800)	\$ (20,870)	v		\$ 1,803,070
Domini Fiordirosa Construction		\$ -							\$ -
Global Builders, Inc,		\$ -							\$ -
Keen Construction		\$ -							\$ -
John Burns Construction	B.B.	\$ 2,170,000	\$ (1,200)	\$ (80,000)	\$ (27,000)	\$ (12,000)	v		\$ 2,049,800
Shales McMutt		\$ -							\$ -
Castle Construction		\$ -							\$ -
Foxfield Construction		\$ -							\$ -
A.J. Maggio Company		\$ -							\$ -
Loung's Corporation		\$ -							\$ -
Nicholas & Associates		\$ -							\$ -

New Public Works Facility for the Village of Willowbrook - Project No. 2007-015 - ORIGINAL

BID PROPOSAL FORM

SUBMIT IN DUPLICATE in a sealed envelope labeled:

**SEALED BID-ENCLOSED FOR THE
NEW PUBLIC WORKS FACILITY**

To the: **Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527**

Attn: **Timothy J. Halik
Director of Municipal Services**

Proposal of: (Name) FBG Corporation
(Address) 1015 S. IL Route 83, Elmhurst, IL 60126
(Telephone) (630) 941-4700

For the: **New Public Works Facility**

The Contracts Documents for the proposed new facility are those prepared by Williams Architects, 450 East Gundersen Drive, Carol Stream, Illinois 60188.

BASE BID

I (we) propose to provide all labor materials, services and equipment necessary for completion of the Work stated in the Documents for the sum of:

ONE MILLION SEVEN HUNDRED
NINETY-EIGHT THOUSAND 00/100 Dollars (\$ 1,798,000.00)

Addendum # 1,2 have been received and acknowledged.

ALTERNATES

ALTERNATE NUMBER ONE - Provide a cost for the following:

- a. Omit three (3) type "C" windows from north elevation.

~~ADD~~ / Deduct / ~~NO CHANGE~~ (\$ 2,400.00)

ALTERNATE NUMBER TWO – Provide a cost for the following:

- a. Omit ceramic tile and wall base in rooms Office 101 and Lunch 105. Install VCT tile with 4" cove vinyl wall base.

~~Add~~ / Deduct / ~~No Change~~ (\$ 8,400.00)

ALTERNATE NUMBER THREE – Provide a cost for the following:

- a. Omit automotive lift

~~Add~~ / Deduct / ~~No Change~~ (\$ 55,000.00)

ALTERNATE NUMBER FOUR – Provide a cost for the following:

- a. Omit berm, retaining wall at open storage area and trash enclosure. Trash enclosure to become single wythe 8" concrete masonry wall with split face block at lower half, 4" limestone band, ground face block at upper half with 6" limestone cap – appearance to match building.

~~Add~~ / Deduct / ~~No Change~~ (\$ 12,000.00)

	<u>Owner's Schedule</u>	<u>Contractors Schedule</u>
Contract Award	8 September 2008	Same
Anticipated Construction Start Date:	9 September 2008	Same
Construction Duration:	234 Days	
Substantial Completion	30 April 2009	29 May 2009

BID REQUIREMENTS

- 1) In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm or corporation.
- 2) The undersigned further declares that he has carefully examined all of the Bid Contract Documents, including without limitation, the proposal, plans, specifications, form of contract and contract bond, and general and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction and understands that in making this proposal he waives all right to plead any misunderstanding regarding same.
- 3) The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the Work, and to furnish all the materials and/or equipment specified in or implied from the Contract Documents, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- 4) The undersigned agrees to furnish unit prices as may be requested by the Owner / Architect for use in computing the values of extras and deductions.
- 5) The undersigned further agrees that if the Owner decides to extend or shorten the improvements, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he shall perform the Work as altered, increased or decreased.
- 6) The undersigned further agrees that the Owner / Architect may at any time during the progress of the Work covered by this contract, order other work or materials incidental thereto and that all such work and materials shall be performed as extra work, and that he will accept as full compensation, therefore the actual cost plus overhead and profit as outlined previously on this Bid Form.
- 7) The undersigned further agrees that the Owner reserves the right to include liquidated damages in the Owner / Contractor Agreement should circumstances warrant.
- 8) Bids shall be valid for a period of sixty (60) days from the date of the bid opening. Bid Security checks shall be returned by the Owner upon signing of the Contract.
- 9) The undersigned agrees to submit proof of ability to obtain the required Certificates of Insurance and Performance and Payment Bonds within ten (10) days of bid opening.
- 10) The undersigned further agrees that he has reviewed all of the documents listed in the "Index of Contract Documents."

PLEASE ATTACH BID SECURITY TO THIS PROPOSAL FORM

BIDDER'S SIGNATURE SHEET

IF AN INDIVIDUAL:

Signature of Bidder _____

Business Address _____

IF A PARTNERSHIP:

Firm Name _____

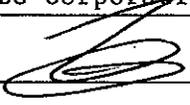
Signed by _____

Business Address _____

Names and Address of
Members of Firm _____

IF A CORPORATION:

Corporate Name FBG Corporation

Signed By 

Business Address 1015 S. Route 83

Names of Officers Frank Giudice
(President)

CORPORATE SEAL David Mac Marshall
(Secretary)

Frank Giudice
(Treasurer)

ATTEST  / Secretary

OWNER:

VILLAGE OF SUMMIT
7760 QUINCY STREET
WILLOWBROOK, IL 60527

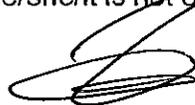
STATE OF ILLINOIS }
COUNTY OF DuPage }

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS CAN BE ACCEPTED BY THE OWNER UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

I, Frank Giudice (print name of person making the affidavit), being first duly sworn, deposes and says that he is the President (title or office) of FBG Corporation and that he has authority to make the following affidavit; that he certifies that FBG Corporation (name of company) is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference and that under Federal Executive Order #13,224, the bidder should certify that he/she/it is not on the Specially Designated Nations and Blocked Persons List.

DATE: 8/29/08

BY:  _____

Frank Giudice

TITLE: President _____

STATE OF ILLINOIS
COUNTY OF DuPage

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Frank Giudice appeared before me this day in person and, being first (Name of Signatory) duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 8/29/08

(Seal)

 _____
Notary Public



OWNER:

VILLAGE OF WILLOWBROOK
7760 QUINCY STREET
WILLOWBROOK, IL 60527

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID-RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E-11), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-3 and 4) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

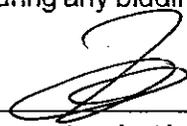
NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

FBG Corporation

(individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 720 ILCS 5/33E-3 and 4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above named public body, in writing, with seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

DATE: 8/29/08

BY: 
Frank Giudice

TITLE: President

STATE OF ILLINOIS
COUNTY OF DuPage

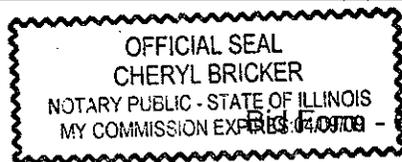
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Frank Giudice appeared before me this day in person and, being first
(Name of Signatory)

duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 8/29/08

(Seal)


Notary Public



OWNER:

VILLAGE OF WILLOWBROOK
7760 QUINCY STREET
WILLOWBROOK, IL 60527

STATE OF ILLINOIS }
 }
COUNTY OF DuPage }

INDEMNITY & HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, Williams Architects and its sub-consultants, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

DATE: August 29, 2008

BY: _____



Frank Giudice

TITLE: President

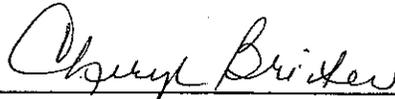
STATE OF ILLINOIS
COUNTY OF DuPage

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Frank Giudice appeared before me this day in person and, being first Frank Giudice
(Name of Signatory)

duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 8/29/08

(Seal)



Notary Public



REFERENCES:

- 1) Name/City Edward Hines Lumber Company / Various
Contact Gerry Wille Phone: 847-353-7700
Project: Various
- 2) Name/City Forest Preserve District of Cook County
Contact Jim Havlat Phone: 708-771-1356
Project: Various
- 3) Name/City Buona Companies / Various
Contact Carlo Buonavolanto Phone: (708) 749-2333
Project: Various
- 4) Name/City Terrance Electric & Technology Co. / Bensenville
Contact Terrance McCormick Phone: (630) 758-0011
Project: 1003 Fairway, Bensenville, IL
- 5) Name/City Addison School District #4 / Addison
Contact STR Partners/Jan Taniguchi Phone: (312) 464-1444 x155
Project: District Office Renovation - Addison Elementary School Dist. 4

REFERENCES SHOULD BE OF THE CONTRACTOR'S LATEST PROJECTS
SIMILAR IN SIZE AND SCOPE TO THIS PROJECT.

THIS FORM MUST BE COMPLETED.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
F.B.G. Corporation (Here insert full name and address or legal title of Contractor)
1015 S. Route 83, Unit A, , Elmhurst, Illinois 60126-7799
as Principal, hereinafter called the Principal, and
Ohio Farmers Insurance Company (Here insert full name and address or legal title of Surety)
2325 Dean Street, Suite 100, St. Charles, Illinois 60175
a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto
Village of Willowbrook, 7760 Quincy Street, , Willowbrook, Illinois 60521 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

*****Ten Percent of the attached Bid***** Dollars (**10%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
8000 SF Public Work Facility 710 Willowbrook Centre Parkway

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **29th** day of **August, 2008**

Carl Z. Weg
(Witness)

F.B.G. Corporation

[Signature] (Principal) (Seal)
DAVID M. MARSHALL (Title) VICE PRESIDENT

Ohio Farmers Insurance Company

[Signature] (Surety) (Seal)
Mary Ann Powell (Title) Attorney-In-Fact

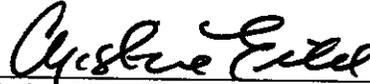
See Attached Jurat
(Witness)

STATE OF ILLINOIS

COUNTY OF DuPage

On this **29th** day of **August, 2008**, before me came **Mary Ann Powell** who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of **Ohio Farmers Insurance Company** that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this day and year first written above.



Christine Eitel, Notary Public



seal

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/28/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1213082 04

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JOHN E. ADAMS, GREGORY A. FIELD, MARY ANN POWELL, JOANNE F. COSTA, CHRISTINE EITEL, D. L. HALPER,
JOINTLY OR SEVERALLY

of **LOMBARD** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 28th day of AUGUST A.D., 2007.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 28th day of AUGUST A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29 day of August A.D., 2008



Frank A. Carrino
Frank A. Carrino, Secretary



AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the _____ day of _____ in the year of _____
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

and the Contractor:
(Name, address and other information)

The Project is: 2007-015
(Name and location)

New Public Works Facility
710 Willowbrook Centre Parkway
Willowbrook, IL 60527

The Architect is:
(Name, address and other information)

Williams Architects
450 East Gundersen Drive
Carol Stream, IL 60188

Telephone Number: 630-221-1212
Fax Number: 630-221-1220

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

init.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

(Paragraphs deleted)

Date of commencement shall be 09 September 2008.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~234~~ days from the date of commencement, or as follows:

Time is of the essence to the Contract. Should the Contractor fail to complete the Work within the Contract Time, as adjusted, the Contractor shall be liable and shall pay to the Owner the amount of \$1,000 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the Contract Time as adjusted. The liquidated damages for failure to complete the Work on time are approximate, due to the impracticality of calculating and providing actual delay costs. Said amount establishes the cost of delay to account for administration, engineering, inspection, and supervision during period of extended and delayed performance. The costs of delay represented by this amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor of the Work, remaining incidental work, correction of work improperly completed or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the Contract even though the work may be Substantially Complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

Portion of Work

Entire project as described in contract documents.

Substantial Completion Date

30 April 2009.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ TBD), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Five percent (5%) retainage reduction may be considered after eighty-five percent (85%) of the work is complete at the Owner's sole discretion.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Established in accordance with the Illinois Government Prompt Payment Act.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:

(Name, address and other information)

Timothy J. Halik
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

§ 7.4 The Contractor's representative is:

(Name, address and other information)

TBD

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

§ 7.6.1 Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the Work. Contractor shall provide and erect barricades or other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 7.6.2 Contractor shall limit material and equipment storage to the immediate area of the Work and such other areas as Owner may designate. Contractor shall promptly remove and properly dispose off site all construction materials, trash, garbage and other debris.

§ 7.6.3 Contractor's Certification under Article 33E of the Criminal Code of 1961 is attached to and incorporated by reference in the Contract.

§ 7.6.4 Contractor's Certification regarding compliance with the Sexual Harassment Provision of the Illinois Human Rights Act is attached to and incorporated by reference in the Contract.

§ 7.6.5 Contractor shall notify Owner in advance (to the extent practical, notice shall be made at least 48 hours in advance) of any and all major materials to the Project site and shall give notice of receipt of materials and equipment that Owner has indicated or customarily would want to inspect prior to incorporation into the Work. Contractor shall likewise provide Owner with a similar advance notice prior to commencement of the Work, prior to resumption of the Work in the event of a temporary suspension lasting longer than 72 hours, and at such other time intervals during the progress of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

§ 7.6.6 Contractor shall comply with all federal, state, and local laws, rules and regulations applicable to the Work, including without limitation all building codes, the Americans with Disabilities Act, and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

§ 7.6.7 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontractors with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

§ 7.6.7.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

§ 7.6.7.2 That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

§ 7.6.7.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

§ 7.6.7.4 That it will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

§ 7.6.7.5 That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

§ 7.6.7.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's rules and regulations.

§ 7.6.7.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

§ 7.6.7.8 In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997, as modified and bound in Bid documents in Section 00700.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated, ~~05 August 2008~~.

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

(Table deleted)

§ 8.1.5 The Drawings are as follows, and are dated 05 August 2008 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Specs Section 00850 for Index of Drawings

(Table deleted)

§ 8.1.6 The Addenda, if any, are as follows: None.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:37:24 on 07/29/2008.

PAGE 1

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

...

The Project is: 2007-015

...

New Public Works Facility
710 Willowbrook Centre Parkway
Willowbrook, IL 60527

...

Williams Architects
450 East Gundersen Drive
Carol Stream, IL 60188

Telephone Number: 630-221-1212
Fax Number: 630-221-1220

PAGE 2

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows: Date of commencement shall be 09 September 2008.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 234 days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.) Time is of the essence to the Contract. Should the Contractor fail to complete the Work within the Contract Time, as adjusted, the Contractor shall be liable and shall pay to the Owner the amount of \$1,000 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the Contract Time as adjusted. The liquidated damages for failure to complete the Work on time are approximate, due to the impracticality of calculating and providing actual delay costs. Said amount establishes the cost of delay to

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User Notes:

(177762185)

account for administration, engineering, inspection, and supervision during period of extended and delayed performance. The costs of delay represented by this amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor of the Work, remaining incidental work, correction of work improperly completed or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the Contract even though the work may be Substantially Complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

...

Entire project as described in contract documents. 30 April 2009.

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ TBD), subject to additions and deductions as provided in the Contract Documents.

...

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~()~~ forty-five (45) days after the Architect receives the Application for Payment.

...

- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

PAGE 4

Five percent (5%) retainage reduction may be considered after eighty-five percent (85%) of the work is complete at the Owner's sole discretion..

PAGE 5

~~()~~ Established in accordance with the Illinois Government Prompt Payment Act.

...

Timothy J. Halik
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

...

TBD

...

§ 7.6.1 Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the Work. Contractor shall provide and erect barricades or other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 7.6.2 Contractor shall limit material and equipment storage to the immediate area of the Work and such other areas as Owner may designate. Contractor shall promptly remove and properly dispose off site all construction materials, trash, garbage and other debris.

§ 7.6.3 Contractor's Certification under Article 33E of the Criminal Code of 1961 is attached to and incorporated by reference in the Contract.

§ 7.6.4 Contractor's Certification regarding compliance with the Sexual Harassment Provision of the Illinois Human Rights Act is attached to and incorporated by reference in the Contract.

§ 7.6.5 Contractor shall notify Owner in advance (to the extent practical, notice shall be made at least 48 hours in advance) of any and all major materials to the Project site and shall give notice of receipt of materials and equipment that Owner has indicated or customarily would want to inspect prior to incorporation into the Work. Contractor shall likewise provide Owner with a similar advance notice prior to commencement of the Work, prior to resumption of the Work in the event of a temporary suspension lasting longer than 72 hours, and at such other time intervals during the progress of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

§ 7.6.6 Contractor shall comply with all federal, state, and local laws, rules and regulations applicable to the Work, including without limitation all building codes, the Americans with Disabilities Act, and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

§ 7.6.7 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontractors with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

§7.6.7.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

§ 7.6.7.2 That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

§ 7.6.7.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

§ 7.6.7.4 That it will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and

the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

§ 7.6.7.5 That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

§ 7.6.7.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's rules and regulations.

§ 7.6.7.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

§ 7.6.7.8 In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PAGE 7

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997-A201-1997, as modified and bound in Bid documents in Section 00700.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated—, and are as follows dated, ~~05 August 2008~~.

Document	Title	Pages
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...

Section	Title	Pages
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§ 8.1.5 The Drawings are as follows, and are dated 05 August 2008 unless a different date is shown below:

...

See Specs Section 00850 for Index of Drawings

Number	Title	Date
--------	-------	------

§ 8.1.6 The Addenda, if any, are as follows: None.

Number	Date	Pages
--------	------	-------

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:37:24 on 07/29/2008 under Order No. 1000342437_2 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 1997 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

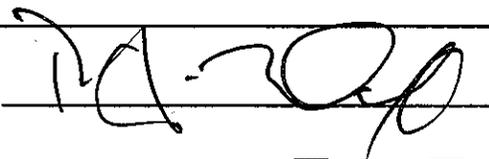
A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH WESTERN UTILITY CONTRACTORS, INC. TO COMPLETE A VILLAGE HALL DRAINAGE IMPROVEMENT PROJECT

AGENDA NO. 8**AGENDA DATE:** 09/08/08

STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE:

LEGAL REVIEW: N/A

SIGNATURE:

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE:

YES

on August 11, 2008

NO N/A

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

The current design of the south side of the Village Hall site includes five (5) roof drainage downspouts that discharge rainwater directly onto the sidewalk that Village police employees primarily use to access police vehicles. During winter months, this drainage design tends to cause the accumulation of ice on the sidewalk and nearby parking areas creating a potential hazard. Although both public works crews and police personnel attempt to spread melting salt on the accumulated ice, it is still difficult to walk on and tends to remain a hazard. Staff has reviewed these poor drainage conditions with the Village Consulting Engineer in order to develop a solution. A plan was determined that would connect the existing five (5) downspouts underground directly to the storm sewer system within the parking lot. This would allow the water to drain underground and not over the sidewalk. Unfortunately, given the required removal and replacement of concrete sidewalk, asphalt and landscape restoration, the estimated cost of this project is approximately \$22,000, and funds have not been included within the current budget to complete the work. However, staff is concerned that if the work is not completed prior to the winter snow and ice season, and the known hazardous condition is allowed to remain, a subsequent trip and fall accident with injury could potentially be very damaging to the Village. Therefore, although not a budgeted project, staff would recommend that funds be allocated to complete this project prior to winter.

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

Staff has reviewed the scope of work of this project with our regular underground utility contractor, Western Utility Contractors, Inc. We received the attached proposal from Western to complete the project for a price not to exceed \$21,678.50. In addition to the required underground work and pavement and sidewalk replacement, minor landscape restoration will also be required. Therefore, the cost of the full project could approach \$22,000. Staff would recommend we complete this project this fall.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 08-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND
AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A
CONTRACT WITH WESTERN UTILITY CONTRACTORS, INC. TO
COMPLETE A VILLAGE HALL DRAINAGE IMPROVEMENT PROJECT

BE IT RESOLVED by the President and Board of Trustees of the Village of
Willowbrook, DuPage County, Illinois, that the competitive bidding process is hereby waived and
that the Village Administrator is hereby authorized to execute a contract to complete a Village Hall
drainage improvement project, attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 8th day of September, 2008

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

**Village of Willowbrook
Terms and Conditions – Village Hall Drainage Improvement Project**

The following terms and conditions shall be binding upon WESTERN UTILITY CONTRACTORS, INC. and the Village of Willowbrook upon the execution of an authorized agreement for services by the Village and this document shall take precedence over any other contractual terms and conditions. WESTERN UTILITY CONTRACTORS, INC. will furnish all of the labor, materials, disposal, and all other services necessary for implementation of the services to be provided, unless noted otherwise.

Authorized Representative of
WESTERN UTILITY CONTRACTORS, INC.:

Date: 9/4/08

Authorized Representative of the Village:

Date:

1) Examination by Contractor

WESTERN UTILITY CONTRACTORS, INC. shall carefully examine the site or materials and become familiar with the conditions under which he/she will have to execute the required work. Failure to do so will in no way relieve WESTERN UTILITY CONTRACTORS, INC. of their responsibility or increase the charges incurred by the Village.

2) Compliance with Applicable Laws, Ordinances, and Regulations

WESTERN UTILITY CONTRACTORS, INC. shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with WESTERN UTILITY CONTRACTORS, INC.

3) Taxes, Licenses, Permits, and Certificates

WESTERN UTILITY CONTRACTORS, INC. shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or WESTERN UTILITY CONTRACTORS, INC. in connection with WESTERN UTILITY CONTRACTORS, INC.'s facilities and the work included in this contract. By law, the Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

4) Independent Contractor

WESTERN UTILITY CONTRACTORS, INC. shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

5) Non-assignment

WESTERN UTILITY CONTRACTORS, INC. shall not assign or subcontract this Agreement or any work thereunder, to any other person, firm, or corporation, without the prior written consent of the Village. Such assignment shall not relieve WESTERN UTILITY CONTRACTORS, INC. from its obligations or change the terms of this contract. Any and all subcontractors shall be bound to the same terms as WESTERN UTILITY CONTRACTORS, INC. and must supply the same documentation, including insurance requirements.

6) Insurance Specifications

WESTERN UTILITY CONTRACTORS, INC. shall carry all insurance coverage required by law or which would normally be expected for the type of business, additionally, WESTERN UTILITY CONTRACTORS, INC. shall maintain coverages and limits no less than:

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

- 1. Comprehensive Form
- 2. Premises - Operations
- 3. Explosion & Collapse Hazard
- 4. Underground Hazard

COMBINED SINGLE LIMIT PER OCCURRENCE
FOR BODILY INJURY, PERSONAL INJURY, AND
PROPERTY DAMAGE \$1,000,000

5. Products/Completed Operations Hazard	GENERAL AGGREGATE	\$2,000,000
6. Contractual Insurance		
7. Broad Form Property Damage - installation projects only.		
8. Independent contractors		
9. Personal Injury		
Business Automobile Liability	COMBINED SINGLE LIMIT PER OCCURRENCE	
Any Auto	FOR BODILY INJURY AND PROPERTY DAMAGE	
	\$1,000,000	

Worker's Compensation and Occupational Diseases	STATUTORY LIMITS
---	------------------

Employer's Liability per Occurrence	\$1,000,000
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Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured; (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of WESTERN UTILITY CONTRACTORS, INC. must be covered by Workers Compensation Coverage if they are participating in the project.

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or WESTERN UTILITY CONTRACTORS, INC. shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

WESTERN UTILITY CONTRACTORS, INC. shall furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

Any failure by WESTERN UTILITY CONTRACTORS, INC. to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers. The insurer shall waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by WESTERN UTILITY CONTRACTORS, INC. for the Village.

7) Accident Prevention and Notification

WESTERN UTILITY CONTRACTORS, INC. shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its work on this project, including those that warn and guard the public against the hazards created by the work. Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by WESTERN UTILITY CONTRACTORS, INC. Precautions shall be exercised at all times for the protection of its employees and subcontractors, and will exercise care for the protection of property and persons at the project work site. The safety provisions of all applicable laws, regulations, and codes shall be observed, including the elimination of known and observed hazards, and applicable work safety training. If, in the opinion of the Village, a hazardous condition exists and WESTERN UTILITY CONTRACTORS, INC. fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due WESTERN UTILITY CONTRACTORS, INC. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

In the event of accidents of any kind which involve the general public and/or private or public property in the Village or in any way related to this work, WESTERN UTILITY CONTRACTORS, INC. shall immediately notify the Village. Upon request of the Village, WESTERN UTILITY CONTRACTORS, INC. shall provide such accounting of details and/or copy of written accident and other reports as the Village may require. The Village bears no responsibility for damage done to

existing utilities during installation. WESTERN UTILITY CONTRACTORS, INC. shall provide copies of any documents, related to the accident, to the Village at the same time that the reports and/or information are forwarded to any other interested parties. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

8) Site Condition / Trespass on Land / Clean-Up

WESTERN UTILITY CONTRACTORS, INC. shall confine their operations and storage of materials and equipment to the job site, public right-of-way or easements, as approved by the Village. WESTERN UTILITY CONTRACTORS, INC. shall move the materials at their expense, if and when it becomes necessary. WESTERN UTILITY CONTRACTORS, INC. shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that WESTERN UTILITY CONTRACTORS, INC. is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the Village.

WESTERN UTILITY CONTRACTORS, INC. shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due WESTERN UTILITY CONTRACTORS, INC. and final acceptance will not be made until the site is in a condition acceptable to the Village.

9) Prevailing Wages

WESTERN UTILITY CONTRACTORS, INC. shall be thoroughly familiar with and maintain compliance at all times with the provisions of 820 ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works". A copy of the current prevailing wage rates for the Village are attached hereto.

10) Employees and Conduct

WESTERN UTILITY CONTRACTORS, INC. shall prohibit any drinking of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by any of its employees while in the course of performing their duties under this contract. In the event that any of WESTERN UTILITY CONTRACTORS, INC.'s employees is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal, written request of the Village, WESTERN UTILITY CONTRACTORS, INC. shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

11) Non-Performance; Default

If WESTERN UTILITY CONTRACTORS, INC. fails to observe the established scope of work that has been detailed in the Agreement, or modified in writing via addendum or change order, the Village shall serve notice to WESTERN UTILITY CONTRACTORS, INC. that the items in non-compliance must be rectified. Failure to do so may result in non-payment to WESTERN UTILITY CONTRACTORS, INC. until all items are brought into compliance.

12) Indemnity Hold Harmless Provision

To the fullest extent permitted by law, WESTERN UTILITY CONTRACTORS, INC. hereby agrees to defend, indemnify and hold harmless, individually and collectively, the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against, the Village, its officials, agents, employees, and volunteers arising in whole or in part or in consequence of the performance of the work by WESTERN UTILITY CONTRACTORS, INC., its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and WESTERN UTILITY CONTRACTORS, INC.. shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, WESTERN UTILITY CONTRACTORS, INC. shall, at its own expense, satisfy and discharge same.

WESTERN UTILITY CONTRACTORS, INC. expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by WESTERN UTILITY CONTRACTORS, INC., shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, and to pay expenses and damages as herein provided. WESTERN UTILITY CONTRACTORS, INC. further

agrees that to the extent that money is due WESTERN UTILITY CONTRACTORS, INC. by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village

13) Termination for Default

The Contract will remain in force for the full period specified and until the Village determines that all requirements and conditions have been satisfactorily met and the Village has accepted the work, and thereafter until WESTERN UTILITY CONTRACTORS, INC. has met all requirements and conditions relating to the work, including warranty or guarantee periods. However the Village will have the right to terminate this Contract sooner if WESTERN UTILITY CONTRACTORS, INC. has failed to perform satisfactorily the work required, as determined by the Village in its discretion.

In the event the Village decides to terminate this Contract for failure to perform satisfactorily, the Village will give WESTERN UTILITY CONTRACTORS, INC. at least thirty (30) calendar days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Village. If WESTERN UTILITY CONTRACTORS, INC. fails to cure the default within the thirty (30) days specified in the notice and the Contract is terminated for WESTERN UTILITY CONTRACTORS, INC.'s failure to provide satisfactory Contract performance, any portion of the costs not paid to WESTERN UTILITY CONTRACTORS, INC. shall be forfeited to the Village in order to cover the costs related to remedying WESTERN UTILITY CONTRACTORS, INC.'s failure to provide satisfactory Contract performance. At the option of the Village, WESTERN UTILITY CONTRACTORS, INC. may be given additional time to cure the defaults.

Except as otherwise directed by the Village, or in the case of termination for default (in which event WESTERN UTILITY CONTRACTORS, INC. may be entitled to cure, at the option of the Village) WESTERN UTILITY CONTRACTORS, INC. shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts (if applicable) and settle all outstanding liabilities and claims.

14) Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

15) Notification to Other Party

WESTERN UTILITY CONTRACTORS, INC. shall contact the Village of Willowbrook Director of Municipal Services at least seventy-two (72) hours before beginning work. All official notifications between the parties shall be in writing and delivered to the other party at their respective mailing addresses via certified mail; hand delivered; or via acknowledged facsimile.

16) Project Scope and Amendments

WESTERN UTILITY CONTRACTORS, INC. shall be responsible for completing the project in accordance with the specifications. WESTERN UTILITY CONTRACTORS, INC. shall have available on the job site at all times during installation, a complete set of specifications with all revisions thereto. WESTERN UTILITY CONTRACTORS, INC. shall employ only workmen skilled in their trade and shall furnish full-time supervision of all work. An English-speaking supervisor shall be at the site whenever installation is in progress. The supervisor shall have authority to receive and carry out instructions from the Village. The lack of a competent supervisor on the site during installation shall be just cause for the Village to order the work to cease.

Any additions or changes to the scope of work for the project, or actions/activities of WESTERN UTILITY CONTRACTORS, INC. which would incur project costs that were of an optional nature, will require written pre-approval by an authorized individual of the Village. The Village reserves the right to order additional work/materials at the cost originally proposed by WESTERN UTILITY CONTRACTORS, INC.

17) Severability

Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of Illinois shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All agreements shall be deemed made in, and shall be governed by the laws of the State of Illinois, County of DuPage.

18) Standard of Care

In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services.

19) Guarantee

All work and materials furnished under this contract shall be guaranteed by WESTERN UTILITY CONTRACTORS, INC. against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, WESTERN UTILITY CONTRACTORS, INC. shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

20) Final Acceptance and Payment

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications. All guarantees and warranties required shall be furnished and delivered by WESTERN UTILITY CONTRACTORS, INC. to the Village, along with all lien waivers related to the project, before the final payment voucher is issued. Final payment will be made when the work is accepted by the Village.

21) Competency of Contractor

No purchase order shall be authorized for, nor contract to any person, firm, or corporation that is in arrears or is default to the Village upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

22) Equal Employment Opportunity

In the event of WESTERN UTILITY CONTRACTORS, INC.'s non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), WESTERN UTILITY CONTRACTORS, INC. may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, WESTERN UTILITY CONTRACTORS, INC. agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, , sexual orientation, marital status, national origin, or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of WESTERN UTILITY CONTRACTORS, INC.'s obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with WESTERN UTILITY CONTRACTORS, INC. in its efforts to comply with such Act and Rules, WESTERN UTILITY CONTRACTORS,

SEP-04-2008 THU 07:28 AM Village of Willowbrook

FAX NO. 6303230787

P. 07

- INC. will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
 6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
 7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, WESTERN UTILITY CONTRACTORS, INC. will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, WESTERN UTILITY CONTRACTORS, INC. will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontracts

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

Contracts or Subcontracts with Religious Entities -

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

~~23) Performance Bond (Removal accepted: Tim Halik TH/ Bryan Thron ^B)
When required by the Village or State Statute, WESTERN UTILITY CONTRACTORS, INC. shall be required to furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.~~

24) WESTERN UTILITY CONTRACTORS, INC. Scope of Work

The attached proposal from WESTERN UTILITY CONTRACTORS, INC. dated May 8, 2008 shall be included as a part of this Agreement, except for such language that has been struck as mutually agreed by both parties. All workmanship shall conform to industry standards and be performed in accordance with OSHA and other regulatory requirements.

In the event of any conflict(s) between the two documents (Willowbrook Terms and Conditions and WESTERN UTILITY CONTRACTORS, INC.'s Proposal) the Willowbrook Terms and Conditions document shall control, unless Willowbrook in its sole discretion decides otherwise.

25) Compensation

The compensation for the work shall be based on an amount not to exceed \$21,678.50. WESTERN UTILITY CONTRACTORS, INC. shall invoice the Village following completion of the services.

26) Acknowledgement of Risk Injury and Waiver of Claims for Risk Injury

WESTERN UTILITY CONTRACTORS, INC. recognizes and acknowledges that there are certain risks of physical injury and WESTERN UTILITY CONTRACTORS, INC. agrees to assume the full risk of any injuries, including death, damages or loss which may be sustained as a result of the activities of WESTERN UTILITY CONTRACTORS, INC. personnel while going upon Village property identified in the Scope of Work. WESTERN UTILITY CONTRACTORS, INC. agrees to waive and relinquish all claims WESTERN UTILITY CONTRACTORS, INC. may have against the Village, its officers, agents, servants and employees as a result of the activities of WESTERN UTILITY CONTRACTORS, INC. personnel while going upon Village property identified in the Scops of Work. WESTERN UTILITY CONTRACTORS, INC. does hereby fully release and discharge the Village, its officers, agents, servants and employees from any and all claims for injuries, including death, damage or loss which WESTERN UTILITY CONTRACTORS, INC. may have or which may accrue on account of the activities of WESTERN UTILITY CONTRACTORS, INC. personnel while going upon Village property identified in the Scope of Work.



Western Utility Contractors, Inc.

2565 Palmer Avenue
 University Park, IL
 PH: (708) 235-1408
 FX: (708) 235-1410

Proposal No.: SW08-180

Name: Village of Willowbrook Date: 5/8/2008
 Address: 7760 Quincy Location: Village Hall
 City: Willowbrook State IL ZIP 60521 Willowbrook, IL
 Attention: Don Description: Storm Sewer

Western Utility Contractors, Inc. are pleased to submit a proposal for construction work at the project in accordance with plans and specifications as prepared by:

Site visit & discussions with Don, Willowbrook Public Works

Qty	Description	Unit Price	TOTAL
Project Items			
217	Lineal Feet of 8" SDR 26 PVC for Downspout Drains	\$ 43.25	\$ 9,385.25
5	Each of a 6" PVC Cleanout	\$ 175.00	\$ 875.00
5	Each of a Connection to Existing Downspouts	\$ 750.00	\$ 3,750.00
3	Each of a Connection to Existing Storm Sewer Structures	\$ 725.00	\$ 2,175.00
75	Square Feet of Sidewalk Removal & Replacement	\$ 12.65	\$ 948.75
28	Square Yards of Asphalt Removal & Replacement	\$ 78.00	\$ 2,184.00
144	Lineal Feet of Saw Cutting Sidewalk & Asphalt	\$ 3.25	\$ 468.00
15	Cubic Yards of CA-7 Trench Backfill	\$ 35.50	\$ 532.50
40	Cubic Yards of Spoil Removal	\$ 34.00	\$ 1,360.00
Total for Project			\$ 21,678.50

Building for the Future, TODAY!



Western Utility Contractors, Inc.

2565 Palmer Avenue
University Park, IL
PH: (708) 235-1408
FX: (708) 235-1410

Proposal No.: SW08-180

Name	Village of Willowbrook			Date	5/8/2008
Address	7760 Quincy			Location	Village Hall Willowbrook, IL
City	Willowbrook	State	IL	ZIP	60521
Attention	Don			Description	Storm Sewer

Western Utility Contractors, Inc. are pleased to submit a proposal for construction work at the project in accordance with plans and specifications as prepared by:

Site visit & discussions with Don, Willowbrook Public Works

Qty	Description	Unit Price	TOTAL
	Notes		
	Prices include: 1 mobilization to site, restoration of asphalt & sidewalk, trench backfill, spoil removal, all material, labor & equipment		
	Prices do not include: permits, bonds, or fees		

All the work stated above shall be completed in full for the total sum of **\$ 21,678.50**
Twenty One Thousand, Six Hundred Seventy Eight & 50/100 **DOLLARS**

The "General Conditions" on attached pages shall be considered as part of the proposal.

If this proposal shall meet your approval, please sign and return one copy to Western Utility Contractors, Inc and retain one copy for your records. This proposal will be a contract between us when accepted by your authorized representative.

Western Utility Contractors, Inc. are hereby authorized to commence construction as described herein for which the undersigned agrees to pay the contract price according to the terms set forth above.

Respectfully Submitted by,

Western Utility Contractors, Inc.

By: _____
Authorized Representative

By:  _____
Authorized Representative

Date: _____

Date: 5/8/2008

***Price quote is good for 30 days. Pricing is based on normal working day hours and does not include engineering and/or permitting. If the scope of work changes before or during the work process the price quote will be recalculated to reflect the new changes. Payment terms: Invoices will be submitted on the 30th of every month. Payments are due within 30 days of date on invoice.

GENERAL CONDITIONS

**** Western Utility Contractors, Inc. will be referred to as WUCI in this document ****

1. The attached proposal ~~does~~/does not include furnishing a performance/maintenance bond.
2. The attached proposal ~~does~~/does not include furnishing layout and grade stakes.
3. The work on the attached proposal will be done:
 - a. On a unit price basis. Our final invoice will be based on the product of the measured quantity of work performed and the quoted unit price.
 - b. For the quoted lump sum price, and is limited to the activities described in the proposal.
 - c. On a time and material basis. The final cost of the proposed work shall not exceed the price quoted on the proposal.
4. WUCI will furnish a highway permit bond if one is required. WUCI reserves the right to charge for the bond.
5. Restoration work not specifically addressed in the proposal will be the responsibility of others.
6. Unless otherwise noted, prices for sewer and water services do not include connection to existing building utilities.
7. The work detailed on the attached proposal will begin within 15 days of: a.) Receipt of signed contract. b.) Receipt of satisfactory proof of financing. c.) Receipt of all required permits. The aforementioned "work" shall include ordering and delivery of material, ordering of layout work, and execution of any bonds.
8. During the progress of work the Contractor may submit interim invoices for work performed, as well as materials ordered and/or delivered but not yet installed. These invoices will be submitted not more often than once per month. Payment of 90% of the amount invoiced shall be received within (30) days of the date of the invoice. Final payment is due within thirty (30) days of completion of all work. Past due accounts will be assessed a service charge of prime plus two (2) percentage points of the balance due.
9. Contractor shall not be liable for delay in commencement or completion of work due to weather, acts of God, differences with workmen, local labor shortages, fire, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any other causes beyond Contractors reasonable control whether of similar or dissimilar nature than those enumerated. In no event shall Contractor be liable for any special or consequential damages or claims resulting from failure or delay in construction.
10. The quantities for bid items on unit price proposals and contracts shall be considered estimates of the quantities of material actually required for construction. The Contractor does not assume responsibility for the accuracy of these quantities.
11. Construction methods and techniques, unless otherwise specified in writing, shall be in accordance with plans and specifications prepared either by or for Buyer. If no plans or specifications have been prepared or are applicable, construction shall be in accordance with standard, well accepted construction methods and procedures.
12. Buyer will secure and pay for any building permits, and for any other permits, licenses, easements, bonds, etc., required for completion of work, unless otherwise specified in writing prior to commencement of work.
13. This proposal is based on current costs and prices and is subject to change or cancellation if not accepted within thirty (30) days. No changes or alterations in plans and specifications shall be allowed except in writing and at prices agreed upon at time changes are authorized. Unless otherwise stated in writing the contract price is for the current construction season (April 1 to November 1) and any uncompleted work carried over into the next construction season may be subject to price adjustment.
14. a.) Buyer ordering this work agrees to be responsible for and to protect, defend, indemnify, save and hold harmless the Contractor from any and all claims, demands, suits, costs, liability, expenses, including reasonable attorneys fees and court costs, of any nature or kind as a result of or arising in connection with any injuries of any nature or kind to any person or damage to property alleged to have occurred as a result of errors or omissions in property line surveys; relating to the right, title or interest of persons claiming interest in the property; errors in specifications and design; trespass by the Contractor's employees or equipment where authority was granted to the Contractor by the Buyer ordering the work to use the property for the purpose of construction, storage, ingress or egress.
 - b.) Contractor has the right to rely upon accuracy and adequacy of plans, specifications and/or engineering layouts supplied by others and Buyer will protect, defend, indemnify, save and hold harmless contractor from any and all claims, demands, causes of action, suits costs, liability, expenses, including reasonable attorneys fees and court costs, arising from or in connection with any inaccuracy, inadequacy or deficiency in said plans, specifications and/or engineering layouts.
15. Contractor agrees to abide by the provisions of Presidential Executive Order No. 11246 which reasons in part as follows: "The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin", and Executive Order No. 11375 which reads in part as follows: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

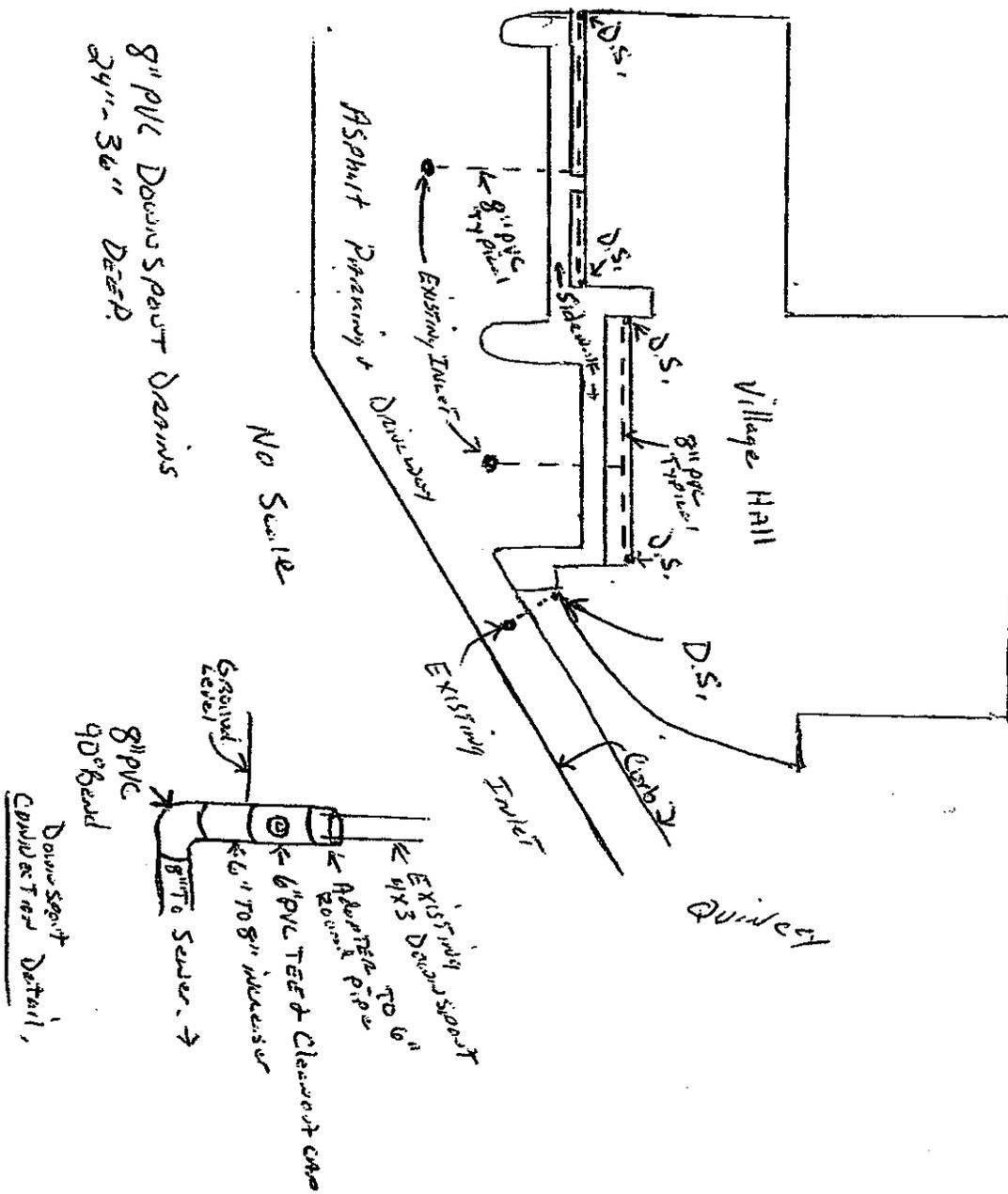
GENERAL CONDITIONS

16. The parties hereto agree to comply with all provisions of the Williams-Steigler Occupational Safety and Health Act of 1970 (84 Stat. 1590) and amendments thereto, relevant rules, regulations and orders of the Secretary of Labor, and applicable State occupational safety and health standards. The parties further agree to protect, defend, indemnify, save and hold each other harmless against and from all penalties, claims, demands, suits, liability, costs and expenses, including reasonable attorneys fees and court costs, arising as a result of or in connection with violations of said laws, regulations and standards arising from equipment or other property under their respective control. It shall not be a breach of this contract to be halted if said violations are not corrected within the prescribed abatement period. The work so halted shall be resumed upon proof of abatement of said violations. In addition to OSHA, it is a law of the State of Illinois that all laborers and mechanics working on construction projects shall wear hard hats. It is further required that Buyer and any of his employees wear a hard hat when working on, or visiting the construction site.

17. a.) Owner shall be responsible for any Hazardous Substance, as defined in paragraph b, uncovered or revealed at the site which was not shown or indicated in the Contract Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. b.) "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde, foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§9601 et. seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Resource Conservation and Recovery Act (41 U.S.C. §§6901 et seq.) the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), as the laws have been amended or supplemented. c.) If a Hazardous Substance is uncovered or revealed, Contractor shall immediately stop all work in connection with such Hazardous Substance and in any area affected thereby. Contractor shall not be required to resume work in connection with such Hazardous Substances or in any such affected area until after Owner has provided written notice to Contractor; (i) That any affected area has been rendered safe for the resumption of work; or (ii) Specifying any restriction or special conditions under which work may safely resume. d.) If Contractor reasonably believes it is unsafe to resume work, Contractor can either: (i) Require that any work involving special conditions be removed from the contract; or (ii) If that is impractical, terminate the contract. Contractor may also terminate the contract if the Owner doesn't provide written notice to Contractor, as provided in par.C, within 30 days after Contractor stops work. e.) The Contract Completion date shall be extended by the number of days that the Contractor was stopped from working while the Hazardous Substance was being examined, cleaned up, or removed. The Contract price shall be adjusted to include any additional cost incurred by the Contract as a result of the work stoppage. f.) Owner will indemnify, defend, and hold harmless the Contractor, its officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release or disposal of Hazardous Substances that occurs while Contractor is performing contract work, or from Owner's failure to provide all information, make all submissions, and take all steps required by all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect.

NO WORK FOR 2008

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VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

PRESENTATION - ACTING VILLAGE PRESIDENT INITIATIVES

AGENDA NO.

9

AGENDA DATE: 09/08/08**STAFF REVIEW:****SIGNATURE:** _____**LEGAL REVIEW:****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)****ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

Acting Village President Napoli is recommending several initiatives to enhance and improve the Village's identity and the manner in which the Village recognizes and acknowledges employees, residents and businesses. The initiatives are summarized as follows:

- 1) Invite local high school students to design a new graphic logo to improve upon the existing willow tree logo now used on letterhead, printed communications, website, etc.;
- 2) Invite residents and businesses in Willowbrook to propose a motto for the Village to be used in all Village publications and incorporating the historic Route 66;
- 3) Adopt the use of Proclamations instead of Resolutions when recognizing employees, residents and businesses and when acknowledging special days and events. In addition, adopt a program to recognize businesses for their years of service in the Village (at specific intervals).
- 4) Discuss development of a series of community events, such as: 4th of July parade and/or fireworks, farmers market, enhanced holiday parties, etc.
- 5) Celebration of the Village's 50th Anniversary of incorporation (January 2010)
- 6) Development of a Citizen of the Year Award
- 7) Replacement and expansion of Village-entry signs
- 8) Request that the local postal facility include a full-service customer window

ACTION PROPOSED:

Board discussion and feedback to provide staff direction to develop guidelines and details for possible implementation of the recommended initiatives for consideration by the Village Board at a future meeting.