

R E V I S E D 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, JANUARY 24, 2011, AT 7:00 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 - January 12, 2011 (APPROVE)
  - c. Warrants - January 24, 2011 - \$356,125.70 (APPROVE)
  - d. APPLICATION FOR LICENSE TO HOLD A RAFFLE - Advocate Charitable Foundation - March 5, 2011 (APPROVE)
  - e. APPLICATION FOR LICENSE TO HOLD A RAFFLE - West Suburban Symphony - March 5, 2011 (APPROVE)

NEW BUSINESS

5. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
6. DELINQUENT WATER BILLS
7. MOTION TO APPROVE PAYMENT OF A SECOND ASSESSMENT FEE IN THE AMOUNT OF \$2,264.53 - NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM
8. RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT - INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF WILLOWBROOK
9. MOTION - BOARD ADVICE AND CONSENT TO PRESIDENT'S APPOINTMENT OF UMBERTO DAVI TO FILL A VACANCY AS CHAIRMAN OF THE FINANCE COMMITTEE

OLD BUSINESS

COMMITTEE REPORTS

10. ATTORNEY'S REPORT
11. CLERK'S REPORT
12. ADMINISTRATOR'S REPORT
13. PRESIDENT'S REPORT
14. EXECUTIVE SESSION
  - A. REVIEW EXECUTIVE SESSION MINUTES HELD ON  
MONDAY, NOVEMBER 8, 2010
  - B. REVIEW EXECUTIVE SESSION MINUTES HELD ON  
MONDAY, NOVEMBER 22, 2010
  - C. POSSIBLE LITIGATION
15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JANUARY 10, 2011 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 7:00 p.m. by Village President Robert Napoli.

2. ROLL CALL

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

ABSENT: None.

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

President Napoli asked Clerk Hansen to lead everyone in saying the Pledge of Allegiance.

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Regular Board Meeting - December 13, 2010 (Approve)
- c. Warrants - January 10, 2011 - \$256,700.37 (APPROVE)
- d. Monthly Financial Report - December 31, 2010 - \$17,454,427.17 - (APPROVE)
- e. Application for License to Hold a Raffle for the Darien Woman's Club - (APPROVE)
- f. Motion to Approve Expenditure for Replacement of Intoximeter EC/IR Serial #04162 - (APPROVE)
- g. A Resolution Appointing an Authorized Agent to the Illinois Municipal Retirement Fund (IMRF) - (ADOPT)
- h. A Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA) - (ADOPT)

- i. A Resolution Appointing a Delegate and Alternate Delegate to the South Central DuPage Benefit Pool (SCDBP) - (ADOPT)
- j. Motion to Approve - 2010 MFT Roadway Maintenance Program Payout #2 - Final, James D. Fiala Paving Co. - (APPROVE)
- k. A Resolution Approving a Plat of Easement - 321 60<sup>th</sup> Court - (ADOPT)

President Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda.

Trustee Schoenbeck asked to be removed from the vote on Items 4c and 4j.

Trustee O'Connor asked to vote separately on Item 4c due to an unexplained invoice of \$165.00 from Sikich. Administrator Halik advised that this bill was for IT services performed to retrieve an archived Sikich email for the Ethics Officer's investigation.

President Napoli asked that this item be deferred until the Village receives a copy of the email that was requested.

MOTION: Made by Trustee Davi, seconded by Trustee Baker to approve the Omnibus Vote Agenda for Items 4a, 4b, 4d - 4j.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Davi, O'Connor and Schoenbeck voted present on Items 4c and 4j. NAYS: None. ABSENT: None

MOTION DECLARED CARRIED

NEW BUSINESS

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

None present.

6. MOTION TO APPROVE - INSTALLATION OF A FALL ARREST SYSTEM ON THE INTERIOR CLIMBING LADDER, LAKE HINSDALE WATER TOWER - ERA VALDIVIA CONTRACTORS, INC.

Administrator Halik advised the Board that IRMA conducted its annual hazard survey of all Village owned facilities. During this inspection they observed that currently the Lake Hinsdale Water Tower is not equipped with a fall arrest system on the

permanent ladder within the water tower and OSHA and IDOL regulations require that a fall arrest system be retrofitted on this permanent ladder.

Staff has determined that the proposed rigid aluminum system is superior to the cable system and recommended this fall arrest system be obtained from Era Valdivia Contractors, Inc. at a cost of \$5,000.00.

MOTION: Made by Trustee Mistele, seconded by Trustee Baker to purchase a fall arrest system from Era Valdivia Contractors, Inc. for the Lake Hinsdale Water Tower.

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

7. AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2010 TO PAY THE PRINCIPAL AND INTEREST ON THE \$2,050,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2008 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (APPROVE)

Administrator Halik advised the Board that in July 2008, the Village issued \$2,050,000 in General Obligation Bonds (Alternative Revenue Source) for the construction of the new public works facility and the completion of the 75<sup>th</sup> Street extension project.

The DuPage County Clerk automatically prepares an annual property tax levy extension for the payment of the bond debt service unless an annual tax abatement ordinance is filed with the Clerk's office. The Village Board will have to pass an ordinance of abatement every year until the bonds are paid off in 2027.

MOTION: Made by Trustee Mistele, seconded by Trustee Davi to approve Ordinance 11-O-01 for a tax abatement for the General Obligation Bonds.

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

8. A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE HUMAN RESOURCE CONSULTING SERVICES - EMPLOYEE HANDBOOK UPDATE, SIKICH, LLLP - (ADOPT)

Administrator Halik advised the Board that the Personnel Manual was updated approximately 2 years ago. Since that time, employment laws have changed which need to be incorporated into the Village's Personnel Manual.

Staff reached out to Sikich and asked for a proposal to prepare the updated handbook. Sikich's quote was \$5,580.00 for the handbook update. Funds for this expense are available in the FY10/11 line item for consulting HR services.

Trustee O'Connor asked if the Village had sought other quotes from companies.

Administrator Halik advised that due to Sikich's familiarity with the Village, they would be the best fit.

MOTION: Made by Trustee Baker, seconded by Trustee Davi to approve Resolution 11-R-05 to accept Sikich LLP to update employment laws in the Employee Handbook.

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

#### 9. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Davi had no report.

Trustee O'Connor advised the Board that the State of Illinois is 5 months in arrears with the Village of Willowbrook for income tax payments and some villages are seeing even a higher number of months.

Trustee Schoenbeck had no report.

#### 10. ATTORNEY'S REPORT

Attorney Hennessy advised that per President Napoli's direction, he contacted the Ethics Officer for a status report on his Code of Ethics investigation matter. He reported the following:

"The record reflects I believe you transmitted the matter for his consideration on October 13, 2010. I spoke to him today, pursuant to your direction, and said he has made substantial progress thus far, but he has not yet been able to interview the subject of the investigation, nor has he been able to speak to the attorney for the subject of the investigation. During the course of the last few months, I did receive an email and telephone call from an attorney who indicated he was about to become the attorney of record for the subject of the investigation. That was about the second week in December. About a week later, he called me to say he was not involved in it and had not been formally retained by the subject. Mr. Novelle indicated to me that he would be shortly concluding his investigation if he does not receive the cooperation needed to interview the subject. That is the only time I contacted the Ethics Officer".

11. CLERK'S REPORT

No Report.

12. ADMINISTRATOR'S REPORT

With the resignation of Finance Director Sue Stanish, who was responsible for the village's Human Resource issues, Staff asked the Sikich Company if they could act as a consultant for HR Services, if a situation arises that is beyond the scope of Staff's capabilities. Sikich advised that they offer a subscription service on a trial basis for a three-month period for \$550.00 for 3 hours of HR consultation time. After the three hours, it is based on an hourly rate depending on the services needed.

President Napoli reminded the Board that this was discussed and approved at a previous Board meeting to have Sikich provide HR services on an "as needed" basis.

Administrator Halik was given permission to sign the 3-month contract which begins February 1, 2011 - April 30, 2011.

13. PRESIDENT'S REPORT

President Napoli advised that on January 19, 2011, the DMMC has their legislative dinner meeting, which he is a member. The Chairman will give a report. Most of the time legislators show up, some of the Representatives, some of the Senators, but not

all the time. Everyone has received notice of this meeting. If anyone wants to go, please let Tim know.

I have one matter that I need to bring up. Trustee Schoenbeck, you have consistently made some reservations and not shown up, which has cost the tax payers money in the past three years. So, if you make reservations, please make sure you show up.

14. EXECUTIVE SESSION

None held.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele, seconded by Trustee Baker to adjourn the meeting at the hour of 7:21 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

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

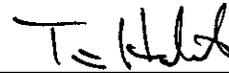
\_\_\_\_\_  
Village President

Minutes transcribed by Debbie Hahn.

WARRANTS

January 24, 2011

GENERAL CORPORATE FUND	-----	\$286,030.62
WATER FUND	-----	67,028.23
HOTEL/MOTEL TAX FUND	-----	1,000.00
MOTOR FUEL TAX FUND	-----	262.50
CAPITAL PROJECT FUND	-----	1,804.35
TOTAL WARRANTS	-----	\$356,125.70



\_\_\_\_\_  
Tim Halik, Village Administrator

APPROVED:

\_\_\_\_\_  
Robert A. Napoli, Village President

## VILLAGE OF WILLOWBROOK

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BILLS PAID REPORT FOR JANUARY, 2011

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	01/25 CK# 76864	\$63.50
20101231/JAN 11 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	63.50
ACE STORE NO. 11 (17)	01/25 CK# 76865	\$43.95
409984/4 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	33.98
410016/7 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	9.97
AL WARREN OIL CO (2205)	01/25 CK# 76866	\$9,029.06
1639578 GASOLINE INVENTORY 01-190-126	01-190-126	3,344.16
1642298 GASOLINE INVENTORY 01-190-126	01-190-126	3,630.12
1642299 GASOLINE INVENTORY 01-190-126	01-190-126	2,054.78
ALL AMERICAN PAPER COMPANY (68)	01/25 CK# 76867	\$182.95
68837 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	182.95
AMERICAN FIRST AID SERVICE INC (77)	01/25 CK# 76868	\$37.05
87907 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	37.05
ANN FOLEY (2084)	01/25 CK# 76869	\$180.00
SOCCER 5 WINTER RECREATION FEES 01-310-816	01-310-816	180.00
AT & T (67)	01/25 CK# 76870	\$72.58
325-2761/JAN 11 PHONE - TELEPHONES 01-451-201	01-30-630-201	36.29
325-2776/JAN 11 PHONE - TELEPHONES 01-451-201	01-30-630-201	36.29
AZAVAR AUDIT SOULUTIONS INC (158)	01/25 CK# 76871	\$470.30
8277/JAN 11 UTILITY TAX 01-310-205	01-310-205	470.30
BELTONE HEARING AAD CENTER (1292)	01/25 CK# 76872	\$298.80
PERMIT 11-005 BUILDING PERMITS 01-310-401	01-310-401	298.80
BLACK GOLD SEPTIC (208)	01/25 CK# 76873	\$310.00
49279 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
BOZEK, WILLIAM (206)	01/25 CK# 76874	\$394.73
10 UNFRMS REMB UNIFORMS 01-451-345	01-30-630-345	394.73
BRIDGET BRESKY (2084)	01/25 CK# 76875	\$95.00
SOCCER 7 WINTER RECREATION FEES 01-310-816	01-310-816	95.00
CHRISTOPHER B. BURKE (333)	01/25 CK# 76876	\$6,001.00
89092 REIMB.	01-40-820-254	220.00
98057 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	3,877.50
98093 PLAN REVIEW - ENGINEER 01-555-254	01-40-820-254	220.00
98094 REIMB.	01-40-820-246	1,208.04
98096 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	222.96
98097 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	142.50
98098 FEES - ENGINEERING 01-555-245	01-40-820-245	110.00
COMMONWEALTH EDISON (370)	01/25 CK# 76877	\$144.27
423085170JAN11 RED LIGHT - COM ED	01-30-630-248	48.42
4403140110JAN11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	95.85
COMMUNICATIONS DIRECT, INC. (371)	01/25 CK# 76878	\$484.04
106668 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	484.04
DARWIN REALTY (1862)	01/25 CK# 76881	\$100.00
35861412 RED LIGHT FINES 01-310-503	01-310-503	100.00
DAVID HAACK (1862)	01/25 CK# 76882	\$100.00
35814630 RED LIGHT FINES 01-310-503	01-310-503	100.00
DECISION SYSTEMS COMPANY (454)	01/25 CK# 76883	\$1,450.00
201107/SGNTURS E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	1,000.00

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
201115/457UPGRD E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	450.00
DIANE PREZ (2084)	01/25 CK# 76884	\$90.00
SOCCER 8 WINTER RECREATION FEES 01-310-816	01-310-816	90.00
DUPAGE CNTY CHIEFS OF POL.ASSN. (504)	01/25 CK# 76886	\$100.00
SHELTON/OGGRNO FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	100.00
DUPAGE COUNTY E.T.S.B. 911 (513)	01/25 CK# 76887	\$468.37
70/DEC 10 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
FEDEX OFFICE (593)	01/25 CK# 76889	\$176.58
363100004084 PRINTING & PUBLISHING 01-501-302	01-35-710-302	176.58
FINLON STEPHEN (596)	01/25 CK# 76890	\$77.50
2011 REIMB. UNIFORMS 01-451-345	01-30-630-345	77.50
FIRESTONE TIRE & SERVICE (603)	01/25 CK# 76891	\$428.00
166502 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	428.00
FULLER'S CAR WASHES (642)	01/25 CK# 76892	\$23.95
440/DEC 10 GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	23.95
GORDON FLESCH (695)	01/25 CK# 76893	\$310.96
OX6967 COPY SERVICE 01-420-315	01-10-455-315	122.87
OX8064 COPY SERVICE 01-420-315	01-10-455-315	188.09
W.W. GRAINGER (1999)	01/25 CK# 76894	\$53.84
9426471158 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	53.84
HOME DEPOT COMMERCIAL (808)	01/25 CK# 76897	\$74.81
5031732 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	49.85
6021322 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	24.96
I.M.R.F. PENSION FUND (917)	01/25 CK# 76898	\$2,627.33
JAN 2011 SLEP PENSION 01-420-155	01-10-455-155	2,627.33
I.R.M.A. (966)	01/25 CK# 76899	\$2,074.44
12/31 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	1,547.44
12/31 VLNTEERS SELF INSURANCE - DEDUCTIBLE 01-440-273	01-10-480-273	527.00
I.R.M.A. (966)	01/25 CK# 76900	\$205,672.00
2011 CONTRB INSURANCE - IRMA 01-440-272	01-10-480-272	205,672.00
ILLINOIS DIRECTOR OF (475)	01/25 CK# 76901	\$115.14
4TH QTR 2010 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-10-455-144	3.03
4TH QTR 2010 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-601-144	01-20-550-144	27.61
4TH QTR 2010 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-25-610-144	27.48
4TH QTR 2010 EMPLOYEE BENEFIT - UNEMPLOYMENT INS	01-30-630-144	51.17
4TH QTR 2010 EMPLOYEE BENEFITS - UNEMPLOYMENT 01-501-144	01-35-710-144	5.85
IND. ELEC. SUPPLY OF HINSDALE (929)	01/25 CK# 76902	\$195.00
193420 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	195.00
INNOCORP, LTD (928)	01/25 CK# 76903	\$61.90
27971 PRINTING 01-482-302	01-30-670-302	61.90
INT. INST.OF MUNICIPAL CLERKS (956)	01/25 CK# 76904	\$75.00
D HAHN FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	75.00
JANET PODCZERWINSKI (2084)	01/25 CK# 76905	\$90.00
SOCCER 10 WINTER RECREATION FEES 01-310-816	01-310-816	90.00
JESSICA FANDRE (2084)	01/25 CK# 76906	\$90.00
SOCCER 6 WINTER RECREATION FEES 01-310-816	01-310-816	90.00

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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JULIE, INC. (1018) 12101716 J.U.L.I.E. 01-540-332	01/25 CK# 76907 01-35-755-332	\$163.00 163.00
KATHY PATERNO (2084) SOCCER 4 WINTER RECREATION FEES 01-310-816	01/25 CK# 76908 01-310-816	\$180.00 180.00
KENDALL COUNTY CLERK & RECORDER (2360) BIGGS#513 FEES-DUES-SUBSCRIPTIONS 01-451-307	01/25 CK# 76909 01-30-630-307	\$10.00 10.00
LASERCRAFT INC (2300) 143/NOV 10 RED LIGHT CAMERA FEES 01-30-630-247 170/DEC 10 RED LIGHT CAMERA FEES 01-30-630-247	01/25 CK# 76910 01-30-630-247 01-30-630-247	\$33,710.50 11,235.50 22,475.00
MARQUARDT & BELMONTE P.C. (2259) 3801/DEC 10 RED LIGHT ADJUDICATOR 01-30-630-246	01/25 CK# 76911 01-30-630-246	\$420.00 420.00
MATTHEW LEVINE (2084) SOCCER WINTER RECREATION FEES 01-310-816	01/25 CK# 76912 01-310-816	\$90.00 90.00
MEADE ELECTRIC COMPANY (1236) 649021 MAINTENANCE - STREET LIGHTS 01-530-223 649125 MAINTENANCE - STREET LIGHTS 01-530-223	01/25 CK# 76913 01-35-745-223 01-35-745-223	\$1,487.04 1,102.60 384.44
METRO REPORTING SERVICE LTD. (1246) 405 FEES - COURT REPORTER 01-15-520-246	01/25 CK# 76914 01-15-520-246	\$308.87 308.87
MIDWEST LASER SPECIALISTS, INC (1276) 1060733 OPERATING SUPPLIES 01-451-331 1061096 OPERATING SUPPLIES 01-451-331	01/25 CK# 76915 01-30-630-331 01-30-630-331	\$222.98 133.99 88.99
MOTOROLA INC. (1312) 1035889891 OPERATING EQUIPMENT 01-451-401	01/25 CK# 76916 01-30-630-401	\$360.50 360.50
NAPWDA (1333) GADDIS#522 FEES-DUES-SUBSCRIPTIONS 01-451-307	01/25 CK# 76917 01-30-630-307	\$45.00 45.00
NORTH AMERICAN SALT CO (1372) 70616792 OPERATING SUPPLIES 01-540-331 70616994 OPERATING SUPPLIES 01-540-331 70619812 OPERATING SUPPLIES 01-540-331 7611896 OPERATING SUPPLIES 01-540-331	01/25 CK# 76918 01-35-755-331 01-35-755-331 01-35-755-331 01-35-755-331	\$7,953.91 2,916.34 1,836.32 1,412.26 1,788.99
ORKIN EXTERMINATING (1439) D-26043060JAN11 MAINTENANCE - BUILDING 01-405-228	01/25 CK# 76919 01-10-466-228	\$66.54 66.54
PELLICCIONI ANDREW (1473) 2011 REIMB. UNIFORMS 01-451-345	01/25 CK# 76920 01-30-630-345	\$394.32 394.32
PETER COOK (2084) SOCCER 2 WINTER RECREATION FEES 01-310-816	01/25 CK# 76921 01-310-816	\$90.00 90.00
PETTY CASH C/O TIM HALIK (1492) 1/17 GAS-OIL-WASH-MILEAGE 01-420-303 1/17 FEES-DUES-SUBSCRIPTIONS 01-451-307	01/25 CK# 76922 01-10-455-303 01-30-630-307	\$70.40 20.40 50.00
PHYSIO-CONTROL INC (1500) 411026809 FEES-DUES-SUBSCRIPTIONS 01-451-307	01/25 CK# 76923 01-30-630-307	\$2,949.60 2,949.60
R&R PRINT N SERVE INC (1582) 23512 OFFICE SUPPLIES 01-420-301	01/25 CK# 76924 01-10-455-301	\$107.07 107.07
RAMONA STEPHENS ZEMAITIS (2084) SOCCER 11 WINTER RECREATION FEES 01-310-816	01/25 CK# 76926 01-310-816	\$90.00 90.00
RATHS, RATHS & JOHNSON, INC. (1591) 10073-012 PLAN REVIEW - STRUCTURAL 01-555-255	01/25 CK# 76927 01-40-820-255	\$279.00 279.00

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ROBERT BELL (1862) 35836465 RED LIGHT FINES 01-310-503	01/25 CK# 76928 01-310-503	\$100.00 100.00
RUTLEDGE PRINTING CO. (1648) 107044 OFFICE SUPPLIES 01-601-301	01/25 CK# 76929 01-20-550-301	\$67.83 67.83
SAMSRI TUNGUBORHAROEN (2084) SOCCER 9 WINTER RECREATION FEES 01-310-816	01/25 CK# 76930 01-310-816	\$90.00 90.00
SEASON COMFORT, CORP. (1687) 150138 MAINTENANCE - BUILDING 01-405-228	01/25 CK# 76931 01-10-466-228	\$679.33 679.33
ILLINOIS SECRETARY OF STATE (1690) 10MR1664 FEES-DUES-SUBSCRIPTIONS 01-451-307	01/25 CK# 76932 01-30-630-307	\$95.00 95.00
STERLING CODIFIERS INC. (1773) 10719 CODIFY ORDINANCES 01-415-261	01/25 CK# 76933 01-10-455-266	\$500.00 500.00
T.P.I. (1886) 4782/DEC 10 REIMB. 4782/DEC 10 REIMB.	01/25 CK# 76934 01-40-820-258 01-40-830-115	\$1,582.43 1,357.43 225.00
UNIFIRST (1926) 0610561923 MAINTENANCE - BUILDING 01-405-228	01/25 CK# 76936 01-10-466-228	\$153.55 153.55
WAREHOUSE DIRECT (2002) 954001-0 OFFICE SUPPLIES 01-740-301 954001-0 OFFICE SUPPLIES 01-420-301 954001-0 OFFICE SUPPLIES 01-501-301 954001-0 OFFICE SUPPLIES 01-551-301 974354-0 OFFICE SUPPLIES 01-420-301 974354-0 OFFICE SUPPLIES 01-25-610-301 974576-0 OFFICE SUPPLIES 01-05-410-301 993326-0 OFFICE SUPPLIES 01-451-301 997469-0 OFFICE SUPPLIES 01-451-301 998044-0 OFFICE SUPPLIES 01-451-301	01/25 CK# 76937 01-07-435-301 01-10-455-301 01-35-710-301 01-40-810-301 01-10-455-301 01-25-610-301 01-05-410-301 01-30-630-301 01-30-630-301 01-30-630-301	\$1,317.65 59.98 130.20 135.95 1.78 413.98 78.60 25.82 397.36 38.98 35.00
WESTOWN AUTO SUPPLY COMPANY (2026) 34274 MAINTENANCE - VEHICLES 01-520-409 34388 MAINTENANCE - VEHICLES 01-520-409 34461 MAINTENANCE - VEHICLES 01-520-409	01/25 CK# 76938 01-35-735-409 01-35-735-409 01-35-735-409	\$94.05 28.96 34.88 30.21
YVETTE WALTERS (2084) SOCCER 3 WINTER RECREATION FEES 01-310-816	01/25 CK# 76939 01-310-816	\$90.00 90.00
TOTAL GENERAL CORPORATE FUND		\$286,030.62

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR JANUARY, 2011

PAGE: 5

RUN DATE: 01/18/11

RUN TIME: 12:19PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMMONWEALTH EDISON (370)	01/25 CK# 76877	\$2,232.80
4651111049AN11 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,113.24
5071072051JAN11 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,119.56
CONCRETE CLINIC (376)	01/25 CK# 76879	\$30.00
196595 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	30.00
DUPAGE WATER COMMISSION (521)	01/25 CK# 76888	\$60,761.83
9013/DEC10 PURCHASE OF WATER 02-420-575	02-50-420-575	60,761.83
H-B-K WATER METER SERVICE (739)	01/25 CK# 76895	\$418.25
11-07 METERS FLOW TESTING 02-435-278	02-50-435-278	418.25
HACH CHEMICAL COMPANY (745)	01/25 CK# 76896	\$1,610.00
7060768 SAMPLING ANALYSIS 02-420-362	02-50-420-362	1,610.00
ILLINOIS DIRECTOR OF (475)	01/25 CK# 76901	\$5.85
4TH QTR 2010 EMPLOYEE BENEFITS - UNEMPLOYMENT	02-50-401-144	5.85
RAGS ELECTRIC, INC (1585)	01/25 CK# 76925	\$1,499.50
7280 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	1,499.50
TAMELING GRADING (1836)	01/25 CK# 76935	\$470.00
TG5/DEC 10 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	470.00
TOTAL WATER FUND		\$67,028.23

RUN DATE: 01/18/11

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR JANUARY, 2011

PAGE: 6

RUN TIME: 12:19PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	01/25 CK# 76885	\$1,000.00
JAN 2011 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$1,000.00

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR JANUARY, 2011

PAGE: 7

RUN DATE: 01/18/11

RUN TIME: 12:19PM

MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	01/25 CK# 76876	\$262.50
98095 STREET MAINTENANCE CONTRACT 04-430-684	04-56-430-684	262.50
TOTAL MOTOR FUEL TAX FUND		\$262.50

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR JANUARY, 2011

RUN DATE: 01/18/11

PAGE: 8

RUN TIME: 12:19PM

CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CSR ROOFING CONTRACTORS (418)	01/25 CK# 76880	\$1,804.35
10WV511 REIMB.	10-68-540-416	1,804.35
TOTAL CAPITAL PROJECT FUND		\$1,804.35

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JANUARY, 2011

RUN DATE: 01/18/11

SUMMARY ALL FUNDS

RUN TIME: 12:19PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	286,030.62	*
02-110-105	WATER FUND-CHECKING 0010330283	67,028.23	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	1,000.00	*
04-110-105	MOTOR FUEL TAX FUND-CHECKING 0010330283	262.50	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	1,804.35	*
TOTAL ALL FUNDS		356,125.70	**



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 • Fax: (630) 323-0787 • www.willowbrookil.org  
**APPLICATION FOR LICENSE TO HOLD A RAFFLE**

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

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Name	Address	Age
Advocate Charitable Foundation on behalf of Advocate		36
Good Samaritan Hospital		
205 W. Touhy Ave, Ste. 225		
Downers Grove, IL 60515		
Tx/630-275-6518		

Date of incorporation, if corporation: 2/9/1984

Date of formation of organization: 2/9/1984

Object for which organization or corporation was formed: To serve the health needs of individuals, families and communities through a wholistic philosophy rooting in our fundamental understanding of human beings as created in the image of God.

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

Ashton Place, 341 75<sup>th</sup> Street, Willowbrook, IL

3. The date on which the drawing is to be held
- Saturday, March 5, 2011 11:00 am - 2:00 pm

4. The place at which the drawing is to be held.
- Ashton Place, 341 75<sup>th</sup> Street, Willowbrook, IL

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook

Code of Ordinances, laws of the State or of the United States of America.

Yes: \_\_\_\_\_

No:     X    

If yes, explain: \_\_\_\_\_

\_\_\_\_\_

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

    \$19,000.00    

\_\_\_\_\_

\_\_\_\_\_

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

    \$3,400.00    

\_\_\_\_\_

\_\_\_\_\_

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

    \$25.00    

\_\_\_\_\_

\_\_\_\_\_

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

Yes: \_\_\_\_\_

No:     X    

If yes, state reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

    Tisha Welsh - agrees    

\_\_\_\_\_

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

    Tisha Welsh - agrees    

\_\_\_\_\_

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

Signature: Tisha Welsh

Date: 1/14/2011



205 West Touhy Avenue, Suite 225 || Park Ridge, IL 60068 || T 847.384.3400 || [advocatehealth.com](http://advocatehealth.com)

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January 14, 2011

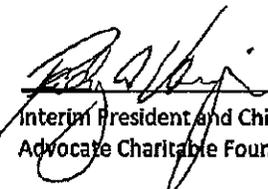
The Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527-5594

To Whom It May Concern,

The undersigned hereby certify that Advocate Charitable Foundation is an Illinois not-for-profit corporation that is exempt from federal taxation pursuant to Section 501(c)3 of the Internal Revenue Code and is classified as a public charity, not a private Foundation.

Sincerely,

Randy A. Varju, FAHP, CFRE

  
\_\_\_\_\_  
Interim President and Chief Development Officer  
Advocate Charitable Foundation

Mary S. Matthews

  
\_\_\_\_\_  
Assistant Secretary and Associate General Counsel  
Advocate Charitable Foundation

45780 v1 1/14/2011 10:58 AM

**Internal Revenue Service  
Director, Exempt Organizations  
Rulings and Agreements**

**Department of the Treasury  
P.O. Box 2508  
Cincinnati, Ohio 45201**

**Date:** DEC 12 2007

Advocate Charitable Foundation  
2025 Windsor Dr  
Oak Brook, IL 60523-1586

**Employer Identification Number:**  
36-3297360  
**Person to Contact - ID#:**  
Sirijun Mayi - #31-07372  
**Contact Telephone Number:**  
877-829-5500 Phone  
**Public Charity Status:**  
509(a)(1) and 170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated July 1984 stated that you were exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code and classified as a public charity under section 509(a)(3) of the Code.

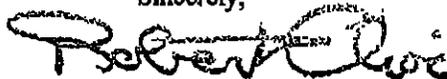
Based on the information you submitted, we have modified your public charity status to the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, 800-829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

If you have any questions, please call our toll free number shown in the heading of this letter.

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements



**Illinois Department of Revenue**

Office of Local Government Services  
Sales Tax Exemption Section, 3-520  
101 W. Jefferson Street  
Springfield, Illinois 62702  
217 782-8881

May 12, 2006

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADVOCATE CHARITABLE FOUNDATION  
LEGAL DEPARTMENT  
2025 WINDSOR DRIVE  
OAK BROOK IL 60523

We have received your recent letter; and based on the information you furnished, we believe

ADVOCATE CHARITABLE FOUNDATION  
of  
OAK BROOK, IL

is organized and operated exclusively for charitable purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Service Use Tax in Illinois.

We have issued your organization the following tax exemption identification number: E9987-4857-05. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on June 1, 2011, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Office of Local Government Services  
Illinois Department of Revenue

# The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

APPLICATION FOR LICENSE TO HOLD A RAFFLE

Village Clerk

Leroy R. Hansen

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

Village Trustees

Name	Address	Age
Nancy Dunagan	3518 Wisconsin Ave Berwyn IL 60402	41

Dennis Baker

Terrence Kelly

Date of incorporation, if corporation: \_\_\_\_\_

Timothy McMahon

Date of formation of organization: 1947

Michael Mistele

Object for which organization or corporation was formed:  
To provide an opportunity for amateur musicians  
to play classical music for the community

Sandra O'Connor

Paul Schoenbeck

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

The Holiday Inn, 7800 Kingery Hwy, Willowbrook, IL  
60527

- The date on which the drawing is to be held

Saturday, March 5, 2011

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

the Holiday Inn - Willowbrook

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

Yes: \_\_\_\_\_ No:   X  

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

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

Raffle #1: Split the Pot 50/50 raffle - max prize \$1500.00 cash  
Raffle #2: Pick your prize raffle - \$400.00

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

Raffle #1 - none  
Raffle #2 - \$100.00

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

\$20.00

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

Yes: \_\_\_\_\_ No:   X  

If yes, state reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

I affirm - Nancy E Dunagan

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

I affirm - Nancy & Dunagan

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

Signature:

Nancy & Dunagan

Date \_\_\_\_\_

west suburban  symphony

January 19, 2011

To the Village of Willowbrook,

This letter is to attest that the West Suburban Symphony Society is a 501(c)(3) not for profit organization.

A copy of our 501 (c)(3) status is attached.

Thank you.

Rich Lukes  
President



Deb Alongi  
Secretary





**Illinois Department of Revenue**

Office of Local Government Services  
Sales Tax Exemption Section, 3-520  
101 W. Jefferson Street  
Springfield, Illinois 62702  
217 782-8881

August 22, 2008

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
MARTIN JONES FALON & KENNEY LTD  
JOHN M KENNEY JR  
5 SOUTH 6TH AVE  
LAGRANGE IL 60525

We have received your recent letter; and based on the information you furnished, we believe

WEST SUBURBAN SYMPHONY SOCIETY  
of  
LAGRANGE, IL

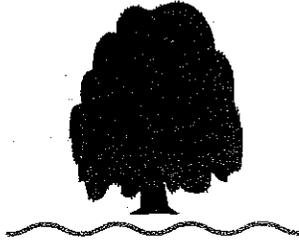
is a nonprofit 501(C)(3) organization for the presentation of musical or theatrical works.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Service Use Tax in Illinois.

We have issued your organization the following tax exemption identification number: E9950-4650-03. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on September 1, 2013, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Office of Local Government Services  
Illinois Department of Revenue



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

December 29, 2010

**Village President**

Robert A. Napoli

Air Design Systems  
12011 91st Street  
Willow Springs Il 60480-1299

**Village Clerk**

Leroy R. Hansen

Re: Account No. 410185.001  
Delinquent Water Bill

Dear Sir or Madam:

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$296.89. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

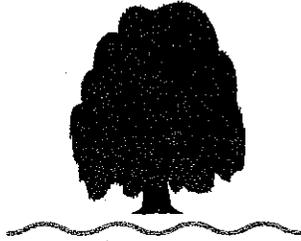
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

December 29, 2010

**Village President**

Robert A. Napoli

Ms. Ann Filipski  
6340 Wesley Road  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 252375.000  
Delinquent Water Bill

Dear Ms. Filipski:

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$90.25. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

December 29, 2010-

**Village President**

Robert A. Napoli

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

**Village Clerk**

Leroy R. Hansen

Re: Account No. 252690.000  
Delinquent Water Bill

Dear Mr. & Mrs. Harris:

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$249.96. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

December 29, 2010

**Village President**

Robert A. Napoli

Mr. & Mrs. Mindaugas Jankunas  
603 67th Pl  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 212660.003  
Delinquent Water Bill

Dear Mr. & Mrs. Jankunas:

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$99.16. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

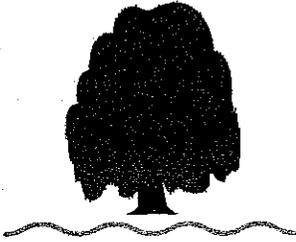
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

December 29, 2010

**Village President**

Robert A. Napoli

Mr. Daniel Loose  
Ms. Darci Brasseur  
549 Ridgemoor Dr  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 252060.008  
Delinquent Water Bill

Dear Mr. Loose/Ms. Brasseur:

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$110.53. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

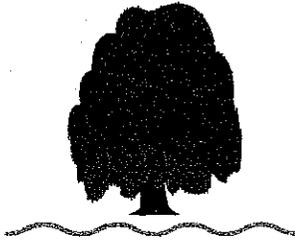
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 920-2238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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 • Fax: (630) 323-0787 • [www.willowbrookil.org](http://www.willowbrookil.org)

December 29, 2010

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Ms. Letherese Meadows  
801 - 68th Pl  
Willowbrook Il 60527

Re: Account No. 210485.012  
Delinquent Water Bill

Dear Ms. Meadows:

Please be advised that your water bill is now delinquent in the amount of \$85.38. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

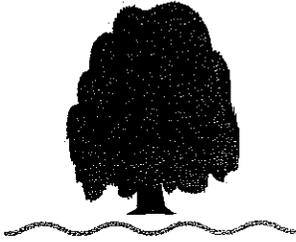
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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



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December 29, 2010

**Village President**

Robert A. Napoli

Mr. Jimmy Mostafa  
6301 Martin Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 250450.006  
Delinquent Water Bill

Dear Mr. Mostafa:

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Misteale

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$217.25. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

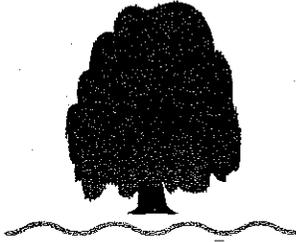
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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

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Willowbrook, IL 60527-5594

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December 29, 2010

**Village President**

Robert A. Napoli

Mr. George Schwertfeger  
6306 Martin Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 250075.000  
Delinquent Water Bill

Dear Mr. Schwertfeger:

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$125.81. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

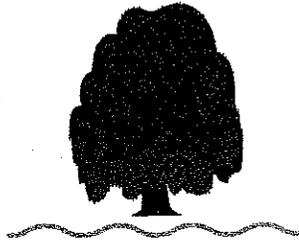
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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

December 29, 2010

**Village President**

Robert A. Napoli

Mr. Brian Stiller  
528 Ridgemoor Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 253390.004  
Delinquent Water Bill

Dear Mr. Stiller:

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Please be advised that your water bill is now delinquent in the amount of \$256.96. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

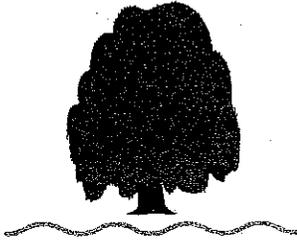
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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



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December 29, 2010

**Village President**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Mr. & Mrs. Richard Zenner  
125 Waterford Dr  
Willowbrook IL 60527

Re: Account No. 250850.001  
Delinquent Water Bill

Dear Mr. & Mrs. Zenner:

Please be advised that your water bill is now delinquent in the amount of \$380.10. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 24, 2011, will result in the immediate termination of your water service.

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

MOTION TO APPROVE: PAYMENT OF A SECOND ASSESSMENT FEE IN THE AMOUNT OF \$2,264.53 – NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM

AGENDA NO. 7

AGENDA DATE: 1/24/11

**STAFF REVIEW:** Tim Halik,  
Village Administrator

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

*Tim Halik*

**LEGAL REVIEW:** N/A

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

N/A

**RECOMMENDED BY:** Tim Halik,  
Village Administrator

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

*Tim Halik*

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

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

On August 16, 1960 the Village executed a franchise agreement with the Northern Illinois Gas Company granting the gas utility the right to construct, operate and maintain a gas distribution system throughout the Village for a term of fifty (50) years. The agreement expired on August 16, 2010, which also coincided with the expiration period of the franchise agreements in most other northern Illinois municipalities.

In anticipation of our need to negotiate a renewed franchise agreement with NiCor Gas, on November 23, 2009 the Village joined in the formation of a consortium comprised of sixty-two (62) municipal members. One of the goals of the consortium is to enable sharing in the legal expenses incurred in drafting a new franchise agreement and to negotiate the terms of the new agreement with NiCor. To date, Willowbrook has paid an initial ante of \$500.00 and a first assessment of \$1,103.03 to the Consortium.

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

Since the initial formation of the Consortium, a Steering Committee format was used to direct the work of the various Consortium attorneys from the law firms Holland & Knight and DLA Piper. Currently, a proposed franchise renewal agreement has been drafted, which has been conceptually approved by the municipal members, and we are now in the negotiation phase of the project. Unfortunately, negotiations with NiCor have currently stalled given their general unwillingness to review and discuss the terms of the agreement. This has forced the Consortium to turn to the Illinois Commerce Commission (ICC) for assistance. It is hoped that NiCor will agree to resume negotiations in the near future.

The delay in negotiating the terms of the agreement has caused increased legal expenses to the Consortium. Therefore, the Consortium has requested a second assessment from its members. The Consortium's desire is to raise \$200,000 in this second assessment to cover all remaining expenses with the project. Our assessment of \$2,264.53 is calculated 50% through an even split of all members, and 50% pro-rated based on population. To date, Willowbrook has paid a total of \$1,603.03 to the Consortium, which calculates to \$4.51/hr. over the past 15 months for legal expenses associated with this project.

**ACTION PROPOSED:**

Approve the motion.

NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM  
**SECOND ASSESSMENT COMPUTATION**

Municipality	Population	% of total population	50% even split	50% pro rated	This Assessment	Initial Ante	First Assessment	Monthly Fee to Date	Hourly	
									Fee to Date	Date
1 Addison	35,914	2.61%	\$ 1,612.90	\$ 2,609.85	\$ 4,222.75	\$ 500.00	\$ 2,070.01	\$ 171.33	\$ 7.23	\$ 6,792.76
2 Bannockburn	1,429	0.10%	\$ 1,612.90	\$ 103.84	\$ 1,716.75	\$ 500.00	\$ 832.53	\$ 88.84	\$ 3.75	\$ 3,049.28
3 Bartlett	36,706	2.67%	\$ 1,612.90	\$ 2,667.40	\$ 4,280.30	\$ 500.00	\$ 2,098.43	\$ 173.23	\$ 7.31	\$ 6,878.73
4 Big Rock	2,344	0.17%	\$ 1,612.90	\$ 170.34	\$ 1,783.24	\$ 500.00	\$ 865.37	\$ 91.02	\$ 3.84	\$ 3,148.61
5 Bloomingdale	21,675	1.58%	\$ 1,612.90	\$ 1,575.11	\$ 3,188.01	\$ 500.00	\$ 1,559.05	\$ 137.27	\$ 5.80	\$ 5,247.06
6 Burlington	452	0.03%	\$ 1,612.90	\$ 32.85	\$ 1,645.75	\$ 500.00	\$ 797.47	\$ 86.50	\$ 3.65	\$ 2,943.22
7 Burr Ridge	10,408	0.76%	\$ 1,612.90	\$ 756.34	\$ 2,369.25	\$ 500.00	\$ 1,154.74	\$ 110.32	\$ 4.66	\$ 4,023.99
8 Carol Stream	40,438	2.94%	\$ 1,612.90	\$ 2,938.60	\$ 4,551.50	\$ 500.00	\$ 2,232.35	\$ 182.16	\$ 7.69	\$ 7,283.85
9 Carpentersville	30,586	2.22%	\$ 1,612.90	\$ 2,222.66	\$ 3,835.57	\$ 500.00	\$ 1,878.82	\$ 158.59	\$ 6.70	\$ 6,214.39
10 Cary	15,531	1.13%	\$ 1,612.90	\$ 1,128.63	\$ 2,741.53	\$ 500.00	\$ 1,338.58	\$ 122.57	\$ 5.17	\$ 4,580.11
11 Clarendon Hills	7,610	0.55%	\$ 1,612.90	\$ 553.01	\$ 2,165.92	\$ 500.00	\$ 1,054.33	\$ 103.62	\$ 4.37	\$ 3,720.25
12 Countryside	5,991	0.44%	\$ 1,612.90	\$ 435.36	\$ 2,048.26	\$ 500.00	\$ 996.24	\$ 99.75	\$ 4.21	\$ 3,544.50
13 Crystal Lake	38,000	2.76%	\$ 1,612.90	\$ 2,761.43	\$ 4,374.34	\$ 500.00	\$ 2,144.87	\$ 176.32	\$ 7.44	\$ 7,019.21
14 Deerfield	18,420	1.34%	\$ 1,612.90	\$ 1,338.57	\$ 2,951.47	\$ 500.00	\$ 1,442.25	\$ 129.48	\$ 5.47	\$ 4,893.72
15 Elburn	2,756	0.20%	\$ 1,612.90	\$ 200.28	\$ 1,813.18	\$ 500.00	\$ 880.14	\$ 92.01	\$ 3.88	\$ 3,193.32
16 Elk Grove Village	34,727	2.52%	\$ 1,612.90	\$ 2,523.59	\$ 4,136.49	\$ 500.00	\$ 2,027.42	\$ 168.49	\$ 7.11	\$ 6,663.91
17 Elmhurst	42,762	3.11%	\$ 1,612.90	\$ 3,107.48	\$ 4,720.39	\$ 500.00	\$ 2,315.75	\$ 187.72	\$ 7.92	\$ 7,536.14
18 Forest View	778	0.06%	\$ 1,612.90	\$ 56.54	\$ 1,669.44	\$ 500.00	\$ 809.17	\$ 87.28	\$ 3.68	\$ 2,978.61
19 Fox River Grove	4,862	0.35%	\$ 1,612.90	\$ 353.32	\$ 1,966.22	\$ 500.00	\$ 955.72	\$ 97.05	\$ 4.10	\$ 3,421.94
20 Glendale Heights	31,765	2.31%	\$ 1,612.90	\$ 2,308.34	\$ 3,921.24	\$ 500.00	\$ 1,921.13	\$ 161.41	\$ 6.81	\$ 6,342.37
21 Glen Ellyn	26,999	1.96%	\$ 1,612.90	\$ 1,962.00	\$ 3,574.90	\$ 500.00	\$ 1,750.10	\$ 150.01	\$ 6.33	\$ 5,825.00
22 Grayslake	18,506	1.34%	\$ 1,612.90	\$ 1,344.82	\$ 2,957.72	\$ 500.00	\$ 1,445.33	\$ 129.69	\$ 5.48	\$ 4,903.05
23 Gurnee	28,834	2.10%	\$ 1,612.90	\$ 2,095.35	\$ 3,708.25	\$ 500.00	\$ 1,815.95	\$ 154.40	\$ 6.52	\$ 6,024.20
24 Hanover Park	38,278	2.78%	\$ 1,612.90	\$ 2,781.64	\$ 4,394.54	\$ 500.00	\$ 2,154.84	\$ 176.99	\$ 7.47	\$ 7,049.38
25 Highland Park	31,365	2.28%	\$ 1,612.90	\$ 2,279.27	\$ 3,892.18	\$ 500.00	\$ 1,906.77	\$ 160.45	\$ 6.77	\$ 6,298.95
26 Hoffman Estates	49,495	3.60%	\$ 1,612.90	\$ 3,596.77	\$ 5,209.67	\$ 500.00	\$ 2,557.36	\$ 203.82	\$ 8.61	\$ 8,267.03
27 Huntley	5,730	0.42%	\$ 1,612.90	\$ 416.40	\$ 2,029.30	\$ 500.00	\$ 986.87	\$ 99.12	\$ 4.18	\$ 3,516.17
28 LaGrange	15,608	1.13%	\$ 1,612.90	\$ 1,134.22	\$ 2,747.13	\$ 500.00	\$ 1,341.34	\$ 122.76	\$ 5.18	\$ 4,588.47
29 LaGrange Park	13,295	0.97%	\$ 1,612.90	\$ 966.14	\$ 2,579.04	\$ 500.00	\$ 1,258.34	\$ 117.22	\$ 4.95	\$ 4,337.38
30 Lake Bluff	6,056	0.44%	\$ 1,612.90	\$ 440.09	\$ 2,052.99	\$ 500.00	\$ 998.57	\$ 99.90	\$ 4.22	\$ 3,551.56
31 Lake Forest	20,059	1.46%	\$ 1,612.90	\$ 1,457.67	\$ 3,070.58	\$ 500.00	\$ 1,501.06	\$ 133.40	\$ 5.63	\$ 5,071.64
32 Lake Zurich	18,104	1.32%	\$ 1,612.90	\$ 1,315.60	\$ 2,928.51	\$ 500.00	\$ 1,430.91	\$ 128.73	\$ 5.43	\$ 4,859.42
33 Lincolnwood	12,359	0.90%	\$ 1,612.90	\$ 898.12	\$ 2,511.02	\$ 500.00	\$ 1,224.69	\$ 114.98	\$ 4.85	\$ 4,235.71
34 Lindenhurst	12,539	0.91%	\$ 1,612.90	\$ 911.20	\$ 2,524.10	\$ 500.00	\$ 1,231.21	\$ 115.41	\$ 4.87	\$ 4,255.31
35 Lisle	21,182	1.54%	\$ 1,612.90	\$ 1,539.28	\$ 3,152.18	\$ 500.00	\$ 1,541.36	\$ 136.09	\$ 5.75	\$ 5,193.54
36 Lockport	15,191	1.10%	\$ 1,612.90	\$ 1,103.92	\$ 2,716.82	\$ 500.00	\$ 1,326.37	\$ 121.76	\$ 5.14	\$ 4,543.19

NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM  
**SECOND ASSESSMENT COMPUTATION**

Municipality	Population	% of total population	50% even split	50% pro rated	This Assessment	Initial Ante	First Assessment	Monthly Fee to Date	Hourly		Total ALL Assessments
									Fee to Date	Date	
37 Lombard	42,332	3.08%	\$ 1,612.90	\$ 3,076.24	\$ 4,689.14	\$ 500.00	\$ 2,300.32	\$ 186.69	\$ 7.88	\$ 7,489.46	
38 Montgomery	5,471	0.40%	\$ 1,612.90	\$ 397.57	\$ 2,010.48	\$ 500.00	\$ 977.58	\$ 98.51	\$ 4.16	\$ 3,488.06	
39 Morton Grove	22,451	1.63%	\$ 1,612.90	\$ 1,631.50	\$ 3,244.40	\$ 500.00	\$ 1,586.90	\$ 139.13	\$ 5.87	\$ 5,331.30	
40 Mt. Prospect	56,265	4.09%	\$ 1,612.90	\$ 4,088.74	\$ 5,701.64	\$ 500.00	\$ 2,800.30	\$ 220.02	\$ 9.29	\$ 9,001.94	
41 Normal	45,386	3.30%	\$ 1,612.90	\$ 3,298.17	\$ 4,911.07	\$ 500.00	\$ 2,409.91	\$ 193.99	\$ 8.19	\$ 7,820.98	
42 Northbrook	34,407	2.50%	\$ 1,612.90	\$ 2,500.33	\$ 4,113.24	\$ 500.00	\$ 2,015.93	\$ 167.73	\$ 7.08	\$ 6,629.17	
43 Northlake	11,878	0.86%	\$ 1,612.90	\$ 863.17	\$ 2,476.07	\$ 500.00	\$ 1,207.49	\$ 113.83	\$ 4.81	\$ 4,183.56	
44 Oak Brook	8,702	0.63%	\$ 1,612.90	\$ 632.37	\$ 2,245.27	\$ 500.00	\$ 1,093.52	\$ 106.23	\$ 4.48	\$ 3,838.79	
45 Oakbrook Terrace	2,300	0.17%	\$ 1,612.90	\$ 167.14	\$ 1,780.04	\$ 500.00	\$ 863.78	\$ 90.92	\$ 3.84	\$ 3,143.82	
46 River Forest	11,635	0.85%	\$ 1,612.90	\$ 845.51	\$ 2,458.41	\$ 500.00	\$ 1,198.77	\$ 113.25	\$ 4.78	\$ 4,157.18	
47 Roselle	23,115	1.68%	\$ 1,612.90	\$ 1,679.75	\$ 3,292.65	\$ 500.00	\$ 1,610.72	\$ 140.71	\$ 5.94	\$ 5,403.37	
48 Schaumburg	75,386	5.48%	\$ 1,612.90	\$ 5,478.25	\$ 7,091.15	\$ 500.00	\$ 3,486.45	\$ 265.76	\$ 11.22	\$ 11,077.60	
49 Schiller Park	11,850	0.86%	\$ 1,612.90	\$ 861.13	\$ 2,474.03	\$ 500.00	\$ 1,206.48	\$ 113.77	\$ 4.80	\$ 4,180.51	
50 Skokie	63,348	4.60%	\$ 1,612.90	\$ 4,603.45	\$ 6,216.36	\$ 500.00	\$ 3,054.47	\$ 236.96	\$ 10.00	\$ 9,770.83	
51 Sugar Grove	3,909	0.28%	\$ 1,612.90	\$ 284.06	\$ 1,896.97	\$ 500.00	\$ 921.52	\$ 94.77	\$ 4.00	\$ 3,318.49	
52 Tinley Park	59,102	4.29%	\$ 1,612.90	\$ 4,294.90	\$ 5,907.80	\$ 500.00	\$ 2,909.11	\$ 227.27	\$ 9.60	\$ 9,316.91	
53 Vernon Hills	20,120	1.46%	\$ 1,612.90	\$ 1,462.11	\$ 3,075.01	\$ 500.00	\$ 1,503.25	\$ 133.55	\$ 5.64	\$ 5,078.26	
54 Warrenville	13,363	0.97%	\$ 1,612.90	\$ 971.08	\$ 2,583.98	\$ 500.00	\$ 1,260.78	\$ 117.39	\$ 4.96	\$ 4,344.76	
55 Wayne	2,137	0.16%	\$ 1,612.90	\$ 155.29	\$ 1,768.20	\$ 500.00	\$ 857.94	\$ 90.53	\$ 3.82	\$ 3,126.14	
56 West Chicago	23,469	1.71%	\$ 1,612.90	\$ 1,705.48	\$ 3,318.38	\$ 500.00	\$ 1,623.43	\$ 141.56	\$ 5.98	\$ 5,441.81	
57 Western Springs	12,493	0.91%	\$ 1,612.90	\$ 907.86	\$ 2,520.76	\$ 500.00	\$ 1,229.56	\$ 115.30	\$ 4.87	\$ 4,250.32	
58 Wheaton	55,416	4.03%	\$ 1,612.90	\$ 4,027.04	\$ 5,639.94	\$ 500.00	\$ 2,769.84	\$ 217.99	\$ 9.20	\$ 8,909.78	
59 Willowbrook	8,967	0.65%	\$ 1,612.90	\$ 651.63	\$ 2,264.53	\$ 500.00	\$ 1,103.03	\$ 106.87	\$ 4.51	\$ 3,867.56	
60 Winfield	8,718	0.63%	\$ 1,612.90	\$ 633.53	\$ 2,246.43	\$ 500.00	\$ 1,094.09	\$ 106.27	\$ 4.49	\$ 3,840.52	
61 Woodridge	30,934	2.25%	\$ 1,612.90	\$ 2,247.95	\$ 3,860.86	\$ 500.00	\$ 1,891.31	\$ 159.42	\$ 6.73	\$ 6,252.17	
62 Yorkville	6,189	0.45%	\$ 1,612.90	\$ 449.75	\$ 2,062.65	\$ 500.00	\$ 1,003.34	\$ 100.22	\$ 4.23	\$ 3,565.99	
Others					\$ 4,294.22	\$ 2,500.00	\$ 4,294.22			\$ 6,794.22	
<b>TOTAL</b>	<b>1,376,097</b>	<b>100.00%</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$200,000.00</b>	<b>\$33,500.00</b>	<b>\$102,119.48</b>			<b>\$ 335,619.48</b>	

TOTAL ASSESSED: \$200,000.00  
 TOTAL COLLECTED: \$200,000.00  
 TOTAL DUE: \$200,000.00

\*

\*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

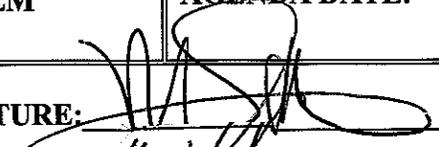
INTERGOVERNMENTAL AGREEMENT

INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM

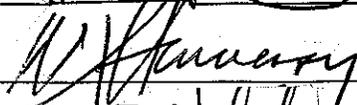
AGENDA NO. 8

AGENDA DATE:

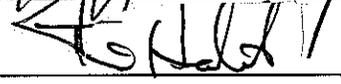
STAFF REVIEW: MARK SHELTON

SIGNATURE: 

LEGAL REVIEW: WILLIAM HENNESSY

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A

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

DuPage County ETSB has been working with all DuPage municipalities in conjunction with Motorola to facilitate an interoperable radio system that works throughout the entire county. The STAR COM 21 system contract was approved by the DuPage County Board as the optimal radio system that enables interoperable communications throughout the County. The IGA includes equipment which is funded by ETSB.

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

Public Safety recommends approval of IGA and attorney has reviewed IGA.

#### ACTION PROPOSED:

Adopt resolution.

RESOLUTION 11-R-\_\_\_\_\_

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT  
RE INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM  
BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF WILLOWBROOK

WHEREAS, the Village of Willowbrook (the "Village") and the County of DuPage are unites of local government as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq. authorize unites of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the County, its Emergency Telephone System Board (ETSB) and the Village believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the Emergency Telephone System (ETS) will be realized by providing an interoperable emergency radio dispatch system as set forth in the Intergovernmental Agreement re Interoperable Emergency Dispatch Radio System (the "Intergovernmental Agreement") attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, the Village President and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to approve the Intergovernmental Agreement;

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

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the Village President and Village Clerk shall be and are hereby authorized and directed to execute and attest said agreement in substantially the form attached hereto.

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

ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

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

ATTEST:

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absentions: \_\_\_\_\_

Absent: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), and Village, a municipal corporation.

**RECITALS**

WHEREAS, the ETSB and the Village are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the ETS; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance;

WHEREAS, Illinois law specifically empowers local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the ETS and provide emergency telephone assistance through wireless communications; and

WHEREAS, the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated one of its answering points to serve as a primary wireless 9-1-1 public safety answering point for its jurisdiction;

WHEREAS, the ETSB considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of the ETS as well as integral to producing an effective response by the appropriate first responding agency as a result of an emergency call to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the ETSB and various units of local government previously collaborated to develop DIRS, an interoperable emergency dispatch system, to facilitate responses to emergency calls to 9-1-1;

WHEREAS, the ETSB intends to provide a modern interoperable emergency radio dispatch system for use by first responding sworn personnel within DuPage County as part of the ETS; and

WHEREAS, the ETSB wishes to establish the terms and conditions under which an interoperable emergency dispatch radio system will be made available to first responding agencies; and

WHEREAS, the Village desires the use of an interoperable emergency dispatch radio system for its emergency personnel to effectively respond to emergency calls to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the State of Illinois has leased STARCOM21 for use for public safety purposes and has made access to the system available to local public safety agencies; and

WHEREAS, the ETSB and the Village believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the ETS will be realized by providing an interoperable emergency radio dispatch system consisting of the following:

1. A radio network infrastructure that will consist of a build out of the existing four (4) STARCOM21 sites and an additional four (4) sites utilized by the ETSB to achieve 12db coverage with an overall goal of a 2% grade of service as determined by the *Acceptance Testing Plan*, interoperable emergency dispatch radio system for use by the members of the DuPage County ETS;
2. Certain radios (“subscriber units”) necessary to receive emergency dispatch communications on the interoperable radio network infrastructure belonging to the County for the use of the Village’s police department on the terms more fully described herein;
3. Certain radio consoles (“consoles”) and/or control stations belonging to the County for the use of the Village’s police department on the terms more fully described herein;
4. A regional logger solution for the purpose of recording radio transmissions made on the DuPage STARCOM21 System; and
5. All associated telephony connections required to complete interoperability.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and the Village hereto hereby agree as follows:

#### Part 1 – Incorporation of Recitals and Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) “County” means the County of DuPage, Illinois;

- (b) "DuPage STARCOM21 System" means the interoperable emergency dispatch radio system consisting of network and equipment utilizing the STARCOM21 system in DuPage County as integrated as part of its emergency telephone system;
- (c) "Emergency telephone system" or "ETS" means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1;
- (d) "ETSB" means the Emergency Telephone System Board of DuPage County, an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act;
- (e) "Motorola" means Motorola, Inc., a business corporation organized under the laws of the State of Delaware;
- (f) "STARCOM21" means a 700/800 MHz, Association of Public-Safety Communications Officials (APCO) Project 25 interoperable, digital, trunked statewide voice radio communications network owned and developed by Motorola;
- (g) "Surcharge funds" means funds collected pursuant to the surcharge authorized by 50 ILCS 750/15.3 *et. seq.* and grants from the Wireless Service Emergency Fund pursuant to the wireless carrier surcharge authorized 50 ILCS 751/17 *et. seq.*;
- (h) "Village" means the Village of Willowbrook, DuPage, Illinois.

#### Part 2 – Allocation of Equipment, Grant of Rights

Section 2.1 – Generally. Pursuant to this agreement, the ETSB shall make available to the Village such equipment as set forth in Section 2.2 which is and shall at all times be considered the property of the ETSB unless otherwise specified in this Agreement.

Section 2.2 – ETSB Allocated Equipment. The ETSB, at its own expense and through the use of surcharge funds, shall provide to the Village the subscriber units, consoles, control stations, and other equipment for use with the DuPage STARCOM21 System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by the ETSB in consultation with the Village and reflects the appropriate allocation of equipment to the Village. The equipment listed on Attachment A shall be purchased by the ETSB and become the sole property of the County.

Section 2.2a – Additional Equipment. The Village elects, with the approval of the ETSB, to purchase additional options or equipment for use with the DuPage STARCOM21 System. The cost of these options or equipment are set forth in Attachment A in the column labeled “Agency Obligations.” The Village agrees that it is responsible for the cost of the additional options or equipment including its purchase, maintenance, and operation. The Village further agrees that any options which are integrated as part of the subscriber units, consoles, and control stations do not create an ownership interest in the equipment and that said subscriber units, consoles, control stations remain the sole property of the County unless the Village elects to pay the entire cost of such equipment.

Section 2.3 – Access to the DuPage STARCOM21 System. The County through its ETSB grants to the Village, upon the terms and conditions set forth by this Agreement, permission to use the equipment allocated pursuant to Section 2.2 and Section 2.2a for the primary purpose of facilitating its emergency response to calls to 9-1-1.

Section 2.4 – Assignment Prohibited. The Village shall have no right to transfer, assign, sublease, modify or confer any rights or benefits with respect to the use of the DuPage STARCOM21 system, including allocated equipment, to any third party without the written permission of the ETSB.

Section 2.5 – Use of the DuPage STARCOM21 System Equipment. All equipment purchased by the ETSB and allocated to the Village as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including radio system operators and first responding emergency personnel. The Village may also use said equipment for any other purpose related to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to the ETSB.

Section 2.6 – Limitations on Use. The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB and the first responding sworn personnel of the Village to effectively respond to emergency calls to 9-1-1, including those calls initiated by wireless device. The Village shall ensure that said equipment will continue to be utilized for that purpose. If at any time during the course of this Agreement, the ETSB determines that deployed equipment is not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event the Village fails to comply with the terms of the Agreement, the ETSB may request the return of any and all of the equipment made available to the Village pursuant to this Agreement and the Village shall promptly comply with the ETSB's request.

### Part 3 – Control and Operation of Radio Systems

Section 3.1 – DuPage STARCOM21 System. The parties agree that the management and control of the DuPage STARCOM21 System is and shall remain under full control and supervision of the ETSB. The parties agree that the ETSB is and shall be the sole point of contact and authority with regard to the STARCOM21 sites utilized to achieve 12db coverage. The ETSB is and shall be the sole point of contact and authority for the initial deployment as well as any new, added equipment that may in the future be made a part of The STARCOM21 System and other networks or property. This status shall include all ETSB owned towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

Section 3.2 – Radio Frequencies. The ETSB shall provide the Village with the appropriate licensed frequencies as allocated to the ETSB through the in the Regional Planning Commission (RPC) Region 54 Application and talk groups upon which the DuPage STARCOM21 System will operate. The ETSB shall make available such updated or alternative frequencies as may be allocated.

Section 3.3 – Programming of Equipment. The ESTB shall have sole programming authority for recording loggers, subscriber units, consoles and control stations pursuant to maintenance and warranty agreements entered into by the ETSB for the DuPage STARCOM21 System during the term of this Agreement.

Section 3.4 – Access Limitations. The parties agree that the Village shall not add additional subscriber units to the DuPage STARCOM21 System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of the ETSB. The ETSB may limit access to the DuPage STARCOM21 System to the number of subscriber units allocated to the Village as part of this agreement if it determines that additional subscriber units would adversely impact the system's performance, channel capacity, and the contractually-determined grade of service.

Section 3.5 – Local Radio System. The parties agree that the Village shall retain ultimate authority and ownership over its existing radio equipment and system(s) as well as any new, added equipment which may in the future be made a part of the Village's radio system, other networks, or property. The parties further agree that any County-owned equipment which may be installed at the Village's existing communication location or locations pursuant to this agreement shall remain the County's property and shall not be disturbed.

### Part 4 – Responsibilities of the ETSB

Section 4.1 – Delivery and Installation of DuPage STARCOM21 Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the

DuPage STARCOM21 System, the ETSB and its contractors shall (a) install consoles and control stations at the Public Safety Answering Points (PSAP), (b) deliver the equipment described in Section 2.2 and Section 2.2a and (c) install necessary telephony equipment for interoperability as designated by the STARCOM21 requirements. The ETSB shall not be responsible for the installation of any additional equipment. The Parties agree that this Agreement contemplates the ETSB's participation in the installation of only the necessary equipment described herein. Should the Village subsequently desire the participation of the ETSB in the installation of additional equipment such participation is not governed or contemplated by this Agreement.

Section 4.2 – Training. The ETSB shall provide training on an ongoing basis on the use and operation of DuPage STARCOM21 equipment for the Village's personnel responsible for the operation of such equipment as deemed necessary by the ETSB.

Section 4.3 – Performance. The ETSB shall make available to the Village such system coverage and performance as provided in the purchase agreement between Motorola and the ETSB. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of the ETSB and other necessary parties at the expense of the Village. The ETSB retains the authority to increase channel capacity at the request of the Village which may, at the ETSB's option may be at the Village's expense.

Section 4.4 – Payment of Cost of Purchase. The ETSB shall be responsible for those costs associated with the core operations of the DuPage STARCOM21 System, which shall include the initial purchase of the equipment listed in Attachment A including maintenance of ETSB provided equipment: consoles, control stations, subscriber units, telephony, network and backhaul.

Section 4.5 – Payment of Maintenance Costs.

- (a) The ETSB shall be responsible for the maintenance costs for the DuPage STARCOM21 System expenses that are directly billed to the ETSB by the providers of such maintenance services. Annual maintenance for the ETSB allocated recording loggers, subscriber units, consoles and control stations shall be covered by the ETSB for a period of seven (7) years from the implementation of the DuPage STARCOM21 System including any warranty periods;
- (b) After the seven (7) year period, the ETSB will review its ability to continue to pay the cost of maintenance for subscriber units, consoles and control stations. If it determines that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, the County may, in its discretion, transfer those assets to the Village in accordance with the provisions of Section 6.7. The ETSB will continue to manage and maintain the regional logger and telephone and utility costs as part of the ETS.

Section 4.6 – Payment of Telephone and Utility Costs. The ETSB shall be responsible for telephone and utility costs, unless as otherwise defined within this document, and expenses associated with the DuPage STARCOM21 System. The ETSB shall not be responsible for the cost of electricity.

Section 4.7 – Duty to Contract with Motorola for Use of Radio System Network. The ETSB shall enter into a user agreement with Motorola on behalf of the Village for a period of seven (7) years to permit the use of the equipment described in Attachment A to operate on the DuPage STARCOM21 System. The price for this contract shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. This agreement acknowledges that Motorola and the State of Illinois are currently in contract negotiations and firm costs are not available beyond November 30, 2011. A cost projection is provided in Attachment C. The ETSB agrees to assume the costs of the user agreement for an initial period of seven (7) years after which, the Village, shall if required by the ETSB, be responsible for the ongoing costs associated with the user agreement attributable to the Village. The ETSB will not be responsible for the costs associated with use of equipment beyond the equipment deployed to the Village as set forth in Section 2.2

#### Part 5 – Responsibilities of the Village

Section 5.1 – Reimbursements to the ETSB. The Village shall reimburse the ETSB for costs incurred by the ETSB as a result of purchases made by the ETSB at the request of and for the benefit of the Village which may include, but are not limited to, the following:

- (a) Per unit maintenance costs associated with equipment owned by the Village which are billed directly as a per unit cost;
- (b) Programming, re-programming, or other expenses associated with the maintenance of equipment owned by the Village;
- (c) Installation or re-installation costs of mobile equipment;
- (d) Installation or re-installation costs of equipment owned by the Village which requires permanent installation; or
- (e) Special equipment, service, or connections for which only the Village directly benefits.

Section 5.2 – Use of Equipment. The Village shall use the County's recording loggers, consoles, control stations subscriber units and other equipment for official purposes only. The Village shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by the ESTB. For security purposes, the

Village shall ensure that any access codes, proprietary information provided by the ETSB shall only be given to those authorized by the ETSB to receive them. All equipment purchased through the use of the surcharge shall be used for the purposes permitted by law. The parties authorize the DuPage County Auditor to review compliance with this section.

Section 5.3 – Reimbursement to the ETSB for System Access. (a) With respect to the equipment deployed to the Village in accordance with Section 2.2 of this Agreement, after the conclusion of the fifth (5th) year of the seven (7) year user agreement between the ETSB and Motorola as described in Section 4.7, the ETSB may require reimbursement from the Village for all or part of the ongoing costs associated with the use of the equipment. In this event, the ETSB shall notify the Village in writing and specify the intervals at which reimbursement is due. (b) With respect to the additional equipment furnished to the Village pursuant to Section 2.2a, the Village shall make quarterly reimbursement to the ETSB for any costs associated with the use of the equipment on a quarterly basis as determined by the ETSB.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, the Village shall provide the ETSB with reasonable cooperation and access to its facilities to promote the delivery and installation of consoles, control stations, loggers, the subscriber units, and other equipment for the training of the Village's personnel and any other purposes of this Agreement.

Section 5.5 – Miscellaneous Costs. The Village further agrees to:

- (a) provide power at the PSAP location to support new equipment as defined by Motorola specifications;
- (b) provide electrical work, including, but not limited to, new circuits, outlets, grounding, and wiring required to add new equipment as defined by Motorola specifications;
- (c) allow new equipment on existing racks and that the racks will be able to accommodate the new equipment or provide racks for such a purpose as defined by Motorola specifications; and
- (d) provide adequate HVAC for the best operation of the new equipment as defined by Motorola specifications.

Section 5.6 – Frequency Givebacks. The Village acknowledges that the Federal Communications Commission (FCC) and its regional planning committees (RPC) have adopted certain rules governing use of the 700MHz radio spectrum in RPC Region 54, which includes the ETS service area. These rules provide that existing wide band spectrum allocations be returned to the available frequency pool no later than two years after the decommissioning legacy equipment and transition to the new 700MHz system as a condition of access to the 700MHz spectrum. The Village agrees to relinquish its rights to use the frequencies listed on Attachment D and

return them to Association of Public-Safety Communications Officials (APCO) available frequency pool in accordance with the rules promulgated by the FCC and RPC Region 54 as a condition of participating in this Agreement.

Section 5.7 – Risk of Loss, Insurance. Upon the delivery and installation of the County-owned equipment to the Village, the Village shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by ETSB for any and all equipment that is part of this Agreement or covered by County or ETSB insurance.

Section 5.8 – Special Responsibilities in the Event of Loss of Surcharge. Upon the determination by the ETSB as a result of the loss of funding including, but not limited to, an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DuPage STARCOM21 system in the manner contemplated by this agreement, it may require the Village to assume the costs associated with the maintenance and/or the operation of the subscriber units, consoles, and control stations deployed to the Village pursuant to Section 2.2. The County may transfer ownership of the deployed equipment to the Village as full consideration of its assumption of costs.

Section 5.9 – Subsequent Purchase of Equipment. The parties agree that should the Village desire to purchase additional equipment for use on the DuPage STARCOM21 System after its execution of this agreement, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by the ETSB.

#### Part 6 – Term and Termination

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by the parties and the approval of the DuPage STARCOM21 System and all of its associated contracts and change orders by the voting membership of the ETSB, and if applicable, by the County Board. The Agreement shall continue thereafter for a period of seven (7) years or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the initial seven (7) year term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 6.6, the Village shall, at the discretion of the ETSB and the County, return all County-owned equipment or reimburse the County for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use. A request by the ETSB, pursuant to

Section 2.6 for the reasons provided by that Section, for a return of any and all of the equipment allocated to the Village shall not automatically operate to terminate this Agreement.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by the Village as set forth in Section 6.2, (1) the Village’s right to use the DuPage STARCOM21 System shall cease; (2) the Village’s obligation to reimburse the ETSB for any costs as provided in this Agreement shall remain in full force and effect; and (3) the Village shall promptly return all County-owned equipment to the ETSB.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to the Village have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

Section 6.5 – Public Safety Interoperable Communication (PSIC) Grant Funds. In the event of termination of this Agreement the parties agree that the Village shall not be required to reimburse the ETSB for any funds expended from the PSIC grant to the extent of the grant portion attributable to the Village.

Section 6.6 – Termination as a Result of Consolidation. In the event, for the purpose of consolidating its emergency dispatch system, the Village enters into an intergovernmental agreement with an intergovernmental agency which participates in the DuPage STARCOM21 System, this Agreement between the Village and the County shall terminate and further use of the DuPage STARCOM21 System by the Village shall be governed by the agreement between the intergovernmental agency and the County.

Section 6.7 – Termination as a Result of Loss of Surcharge. When the ETSB determines as a result of the loss of funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DuPage STARCOM21 system, the County may transfer ownership of all subscriber units, consoles and control stations to the presently deployed to the Village and the Village agrees to be liable for any costs associated with the DuPage STARCOM21 system attributable to the Village including but not limited to costs associated with the procurement, operation, and maintenance of such assets, and such assumption of costs shall constitute full consideration for the transfer of said assets.

#### Part 7 – Miscellaneous Terms

Section 7.1 – No Joint Venture. This Agreement shall not be construed in such a way that the County, the ESTB, or the Village, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any

agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 7.2 – Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

**If to the County, to:**

Attention: DuPage County  
c/o Emergency Telephone System Board  
421 County Farm Road  
Wheaton, IL 60187

**If to the Village, to:**

Village Manager  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Section 7.3 – Entire Agreement. This Agreement constitutes the entire agreement of the County on behalf of the ETSB and the Village with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Village and the County with respect to the subject matter hereof.

Section 7.4 – Approval Required and Binding Effect. This Agreement between the County on behalf of the ETSB and the Village shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed as set forth herein, against the County.

Section 7.5 – Representations. Each party represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 7.6 – Covenant Not to Sue. The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 7.7 – Indemnification. The parties hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the DuPage STARCOM21 System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the DuPage STARCOM21 System or the STARCOM21 System to operate as designed.

Section 7.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.

**WHEREFORE**, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

**COUNTY OF DUPAGE:**

**VILLAGE OF WILLOWBROOK**

\_\_\_\_\_  
Daniel Cronin  
County Board Chairman

\_\_\_\_\_  
Robert A. Napoli  
Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard J. Veenstra  
Deputy Chief Assistant State's Attorney  
DuPage County State's Attorney's Office

Attachment A – Equipment List

Attachment B – Omitted

Attachment C – Cost Projections

Attachment D – Frequency Givebacks

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**Willowbrook PD**

Report Generated: 10/04/2010

Category	Quantity	Agency Equipment Cost	Notes
Funded Radios	20		
Requested Radios (total)	20		
Portables	20		
Mobiles	0		
Radios in Excess of Funded-Radio Quantity	0		
Batteries	40		
Chargers	5		
Charging Positions	20		
Cases & Straps	20		
Microphones & Antennas	20		
Intrinsically-Safe Option	0		
Enable Internal GPS Operation	0		
Optional Encryption - AES/DES/XTAES-OFB w/ Multi-Key	0		
<b>TOTAL AGENCY EQUIPMENT COST</b>		<b>\$</b>	

APX7000 maintenance cost is estimated to be \$62.25 per radio, per year after Year 4

funded radios

Core-Package Radios	0		
PSIC-Provided Radios	20		
ETSB-Provided Radios	20		
Total Funded Radios	5,873.00		
Core Package Unit Cost			
<b>funded radios Cost Basis</b>		<b>\$</b>	<b>117,460.00</b>

**\$ 117,460.00**

**AGENCY-STATED REQUIREMENTS**

Radios - Portables	Quantity	Unit Cost	Extended Cost
Single-Band, 7/800	-	\$ 5,073.00	\$ -
Dual-Band VHF (136 - 174 MHz) & 7/800	-	\$ 5,873.00	\$ -
Dual-Band UHF R1 (380 - 470 MHz) & 7/800	-	\$ 5,873.00	\$ -
Dual-Band UHF R2 (450 - 520 MHz) & 7/800	20	\$ 5,873.00	\$ 117,460.00
<b>Totals, Portable Radio Quantity &amp; Value of Portable Radios</b>	<b>20</b>		<b>\$ 117,460.00</b>

**\$ 117,460.00**

Radios - Mobiles	Dash-Mount	Remotes-Head	Dual-Head	Base Radio	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Extended Cost
Single-Band, 7/800	-	-	-	-	\$ 4,505.00	\$ 4,843.30	\$ 5,341.00	\$ -	\$ -
Dual-Band VHF (136 - 174 MHz) & 7/800	-	-	-	-	\$ 5,527.00	\$ 5,664.00	\$ 6,156.00	\$ 5,819.65	\$ -
Dual-Band UHF R1 (380 - 470 MHz) & 7/800	-	-	-	-	\$ 5,527.00	\$ 5,664.00	\$ 6,156.00	\$ 5,819.65	\$ -
Dual-Band UHF R2 (450 - 520 MHz) & 7/800	-	-	-	-	\$ 5,527.00	\$ 5,664.00	\$ 6,156.00	\$ 5,819.65	\$ -
<b>Totals, Mobile Radio Quantity &amp; Value of Mobile Radios</b>	<b>0</b>								<b>\$ -</b>

**\$ 117,460.00**

Total Value of Portable and Mobile Radios

Agency Cost, Condition 1: Agency radio count is less than or equal to funded radio count - Agency owes difference in cost between dual-band, dual-head mobiles and an equal number of dual-band portables.  
 Dual-Band, Dual-Head Mobile Cost \$ 6,156.00  
 Core-Radio Package Cost \$ 5,873.00  
 Cost Difference \$ 283.00  
 Quantity of Dual-Band, Dual-Head Mobiles -  
 Agency Cost, Condition 1: Additional cost of Dual-Band, Dual-Head Mobile Radios \$ -  
 Agency Cost, Condition 2: Total agency radio count is greater than funded radio count - Agency owes cost of additional radios beyond funded radios cost basis. \$ -

Cost Basis for Batteries  
 Funded-Radio Batteries (=Funded Radios x 2) 40  
 Unit Cost for Core-Package Battery \$ 96.60  
 Cost Basis for Batteries \$ 3,864.00

Battery Value	Standard LION, 2900 Mah	Extended Life LION Battery, 4200MAh	Intrinsically-Safe 2000MAh NiMH FM Approved Battery	Unit Cost	Unit Cost	Unit Cost	Extended Cost
Primary	20	0	0	\$ 96.60	\$ 110.40	\$ -	\$1,932.00
Spare	20	0	0	\$ 96.60	\$ 110.40	\$ -	\$1,932.00
Total Batteries & Value of Batteries	40	0	0				\$3,864.00

Agency Cost, Condition 1: Battery Count is Greater than Twice Portable Radio Count - Agency Owes Cost of Additional Batteries  
 Standard LION, 2900 Mah 40  
 Extended Life LION Battery, 4200MAh 0  
 Total, Agency Cost, Condition 1 \$ -

Agency Cost, Condition 2: Battery Count is Less than Twice Portable Count, Agency Pays Extra Cost of Extended Life Batteries.  
 Agency Cost, Condition 2: \$ -

Chargers	Quantity	Charging Positions	Unit Cost	Extended Cost	Delta Cost	Additional Cost	Agency Obligation, Cost
Single-unit	2	2	\$ 88.25	\$ 176.50			0 \$
Multi-unit (six-gang)	3	18	\$ 543.72	\$ 1,631.16			0 \$
Multi-unit (six-gang), w/Display	0	0	\$ 931.50	\$ -	\$ 387.78	\$ -	0 \$
Vehicle	0	0	\$ 289.10	\$ -	\$ 182.85	\$ -	0 \$
Totals - Chargers & Charging Positions	5	20	\$ -	\$ 1,807.66	\$ -	\$ -	0 \$

Condition 1: The number of charging positions is less than or equal to the number of portables - Agency owes cost additional cost of multi-unit chargers w/display and vehicle chargers.  
 Condition 2: The number of charging positions is greater than the number of portables - Agency owes... \$ -

Cases	Quantity	Unit Cost	Cost	Agency Obligation, Quantity	Agency Obligation, Cost
Hard Leather Case w/3" Fixed Belt Loop for NNTN7038 Battery	0	\$ 46.23	\$ -	0	\$ -
Universal Carry Holder - Rigid Plastic w/Belt Clip	0	\$ 20.01	\$ -	0	\$ -
Leather Case w/2.75" Swivel Belt Loop for NNTN7038 Battery	20	\$ 44.85	\$ 897.00	0	\$ -
Nylon Case w/3" Fixed Belt Loop for NNTN7038 Battery	0	\$ 32.43	\$ -	0	\$ -
Hard Leather Case w/3" Fixed Belt Loop for Extended Life Battery	0	\$ 47.61	\$ -	0	\$ -
Leather Carry Case w/2.75" Swivel Belt Loop for Extended Life Battery	0	\$ 46.23	\$ -	0	\$ -
Nylon Case w/3" Fixed Belt Loop for Extended Life Battery	0	\$ 34.50	\$ -	0	\$ -
<b>Total - Cases</b>	<b>20</b>		<b>\$ 897.00</b>	<b>0</b>	<b>\$ -</b>
Shoulder Straps	0	\$ 15.87	\$ -	0	\$ -
<b>Total, Cases and Shoulder Straps</b>	<b>0</b>		<b>\$ 897.00</b>	<b>0</b>	<b>\$ -</b>

Cost Basis for Cases = No. of Portables x Unit Cost for Hard Leather Case w/3" Fixed Belt Loop for NNTN7038 Battery					
Funded Radios	20				
Unit Cost for Core-Package Case	\$ 46.23				
<b>Cost Basis for Cases</b>	<b>\$ 924.60</b>				<b>\$ 924.60</b>

Condition 1: Agency case count is less than or equal to agency portable radio count - Agency cost is zero (case included with radio price).

Condition 2: Agency case count is greater than agency portable radio count - Agency cost is ...

**MICROPHONES & ANTENNAS**

Value of Microphones & Antennas	Quantity	Unit Cost	Extended Cost
RSM - Standard	20	\$ 73.83	\$ 1,476.60
RSM w/Channel Selector, Volume Control	-	\$ 258.75	\$ -
PSMs	-	\$ 113.18	\$ -
<b>Total Microphones</b>	<b>20</b>		<b>\$ 1,476.60</b>
Stubby Antennas (For PSMs)	-	\$ 8.28	\$ -
<b>Total Microphone &amp; Antenna Cost</b>	<b>-</b>		<b>\$ 1,476.60</b>

RSM Microphone Cost Basis	\$ 73.83
RSM Unit Cost	20
<b>Funded-Radio Radio Count</b>	<b>\$ 1,476.60</b>
<b>Total</b>	

PSM Microphone & Antenna Cost Basis	\$ -
PSM Microphone & Antenna Cost	-
Funded-Radio Radio Count	-
<b>Total</b>	<b>\$ -</b>

Delta RSM w/Channel Selector, Volume Control	73.85
Unit Cost, RSM - Standard	258.75
Unit Cost, RSM w/Channel Selector, Volume Control	184.92
Delta Unit Cost	0
<b>Quantity</b>	<b>-</b>
<b>Cost</b>	<b>-</b>



	3290 Subscribers 4 Year View with 5 Payments									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Annual Lease 2.87%	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93
STARCOM Air-time (3290)	\$ -	Included								
NICE AIS, I.P. Logger, Infort		Warranty	\$ 150,420.00	\$ 156,732.00	\$ 160,144.00	\$ 163,659.00	\$ 167,279.00	\$ 171,007.00	\$ 174,843.00	\$ 178,687.00
MCC7500 Consoles		Warranty	\$ 210,694.00	\$ 215,386.00	\$ 220,223.00	\$ 227,779.00	\$ 232,999.00	\$ 238,380.00	\$ 243,923.00	\$ 249,529.00
Control Stations		Warranty	\$ 24,849.15	\$ 25,617.68	\$ 26,409.98	\$ 27,226.79	\$ 28,088.85	\$ 28,986.96	\$ 29,916.00	\$ 30,876.00
Subscribers	\$ -	Warranty								
PSIC Order for 585 subs	\$ 5,434,226.81	\$ 3,407,853.00	\$ 5,720,621.08	\$ 5,732,393.61	\$ 7,159,245.91	\$ 2,072,356.79	\$ 2,082,038.65	\$ 2,092,015.96	\$ 2,101,993.12	\$ 2,111,970.28
Grand total for 3290	\$ 5,434,226.81	\$ 8,742,510.93	\$ 5,720,621.08	\$ 5,732,393.61	\$ 7,159,245.91	\$ 2,072,356.79	\$ 2,082,038.65	\$ 2,092,015.96	\$ 2,101,993.12	\$ 2,111,970.28



November 30th, 2010

**MEMO TO:** Linda Zerwin / DuPage ETSB  
**FROM:** Pat Hughes  
**Re:** STARCOM21 Contract Negotiations

Dear Mrs. Zerwin,

This memo is in regards to the current STARCOM21 State contract that expires October 30<sup>th</sup>, 2011 reflecting the equipment discount and monthly airtime rate. The current rates are \$30.00 per month for local, \$35.00 per month for county user, and \$53.00 per month for a state-wide user. These rates were used for the three year pre-paid incentive that Motorola has offered to DuPage County for purchase and shipment of radios in 2010.

Negotiations for a new STARCOM contract have not formally begun as we are waiting for CMS to approve the process to move forward with a new contract. We hope to begin these discussions in early January 2011.

After the three year pre-paid airtime I have use the below projected airtime:

- \$39.00/month local user
- \$44.00/month county user
- \$0.00/month for spare subscriber
- \$20,000.00/year for Jail only radios

Motorola would welcome your input during these negotiations and will keep you updated as we get closer to a final STARCOM State contract.

Regards,

  
Pat Hughes  
Motorola Inc.  
(847) 514-7128

Agency Licensee	Call Sign	Frequency	Use	Potential Giveback	Keep	N/A	Giveback	Reason to Keep
Westmont PD	KRX374	155.145	Tac 1 /Public Works	X				
	WNNO865	855.6375/810.6375	DIRS 800		X	X		Interop Patch
Wheaton FD	N/A						X	
Wheaton PD	KSA921	155.565					X	
	KSA921	154.890					X	
Willowbrook PD	WIK704	476/479.7375	SWCD Net 9	X	X			UHF Interagency
	WQLC220	472/475.1250	WBPD P 2 P	X				
Winfield, Village of	KNP547	154.040	Public Works			X		
Winfield FPD	N/A					X		
Winfield PD	N/A	None				X		
Wood Dale, City of	WPCY401	46.580	Public Works	X				
Wood Dale FPD	WQBA531	154.310	Dispatch					
Wood Dale PD	WIG734	471/474.2125	Dispatch	X				Fire paging & backup
Woodridge, City of	KNHT574	155.040	Public Works	X				
Woodridge PD	WNCD989	856/811.4625	Dispatch		X			Interagency/future data
	WNCD989	857/812.4625	Dispatch		X			Interagency/future data
York Center FPD	KNIC529	154.725	local	X				
	N/A					X		