

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, AUGUST 8, 2011, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OMNIBUS VOTE AGENDA
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - July 25, 2011 - (APPROVE)
  - c. Minutes - Regular Budget Workshop Meeting - March 21, 2011 - (APPROVE)
  - d. Warrants - \$150,717.91 - July 25, 2011 - (APPROVE)
  - e. Monthly Financial Report - July 31, 2011 - \$19,607,382.56 - (APPROVE)
  - f. A Proclamation Designating September 17 through 23, 2011 as Constitution Week in the Village of Willowbrook - (ADOPT)

NEW BUSINESS

5. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
6. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND MARK SHELTON AS ITS CHIEF OF POLICE
7. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT FOR SCAVENGER SERVICES WITH REPUBLIC SERVICES, INC.
8. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-O-27 AS APPROVED IN ORDINANCES NUMBER 06-O-27 AND 07-O-10 AND AMENDED IN ORDINANCES 07-O-22 AND 09-O-29 APPROVING A MINOR CHANGE TO MODIFY THE PORTILLOS DRIVE-THRU - WILLOWBROOK TOWN CENTER

OLD BUSINESS

9. COMMITTEE REPORTS
10. ATTORNEY'S REPORT
11. CLERK'S REPORT
12. ADMINISTRATOR'S REPORT
13. PRESIDENT'S REPORT
14. EXECUTIVE SESSION
  - A. 5ILCS 120/2(c)(21) Regarding the Discussion of the Minutes of Meetings That Were Lawfully Closed Under the Open Meetings Act For the Purpose of a Semi-Annual Review of Said Minutes As Mandated by 5ILCS 120/2.06(d)
  - B. 5ILCS 120/2(c)(21) Regarding the Destruction of Audio or Video Recordings of Closed Meetings Under the Open Meetings Act For the Purpose of a Semi-Annual Review of Said Recordings As Mandated by 5ILCS 120/2.06(3)(c)(1)
  - C. Consideration of the Purchase or Lease of Real Property Pursuant to Chapter 5 ILCS 120/2(c)(5)
  - D. Consideration of the Appointment, Employment, Performance and Compensation of an Occupant of a Village Office Pursuant to Chapter 5 ILCS 120/2(c)(1)
15. RESOLUTION - A RESOLUTION MAKING A DETERMINATION RELATIVE TO THE RELEASE OF EXECUTIVE SESSION MINUTES PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT
16. RESOLUTION - A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS
17. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 25, 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 6:30 p.m. by Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were President Robert Napoli, Clerk Leroy Hansen, Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Sue Berglund, Umberto Davi and Frank Trilla.

ABSENT: None.

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief Mark Shelton, Deputy Chief Paul Oggerino, and Management Analyst Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

President Napoli asked Trustee Baker to lead everyone in saying the Pledge of Allegiance.

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Regular Board Meeting - July 11, 2011 (APPROVE)
- c. Minutes - Special Board Meeting - July 18, 2011 (APPROVE)
- d. Warrants - \$242,815.91 - July 25, 2011 (APPROVE)
- e. Resolution - A Resolution Authorizing the Village President and Village Clerk to Accept a Proposal from Christopher Burke Engineering, Ltd. To Complete a Regulatory Sign Inventory and GIS Incorporation Project (ADOPT)

President Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda. Trustee Trilla recused himself on Item 4d.

MOTION: Made by Trustee Davi, seconded by Trustee Baker approve the Omnibus Vote Agenda and Resolution No. 11-R-27, as presented.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

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

President Napoli advised that Visitor's Business will be addressed following the recess into Executive Session.

6. DELINQUENT WATER BILLS

Administrator Halik advised the Board there is one delinquent water bill in the amount of \$74.58. Staff requested and received permission to proceed as per Village policy.

7. EXECUTIVE SESSION

- a. Personnel - To Discuss Proposed Retirement Agreements Between the Village of Willowbrook and Police Commanders Pursuant to Chapter 5 ILCS 120/2(c)(1)
- b. To Discuss Collective Negotiating Matters Between the Village and Its Employees and Their Representatives Pursuant to Chapter 5 ILCS 120/2(c)(2)

8. ADJOURN INTO EXECUTIVE SESSION

MOTION: Made by Trustee Mistele, seconded by Trustee Baker to adjourn into Executive Session at the hour of 6:33 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 6:48 p.m.

NEW BUSINESS

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

Shirley Benedict, 60 Portwine, Willowbrook, IL spoke to the Board regarding the Police Commanders. Ms. Benedict advised that she is a former police officer and supervisor for the Village of Burr Ridge. In summary, Ms. Benedict stated that she chose a home in Willowbrook primarily because she was familiar with Willowbrook, their police officers and command staff. However, she now questions the direction that the Village of Willowbrook is moving with their police department. She feels it is disgraceful to force the police commanders to retire after giving the community over 25 years of service. Ms. Benedict thanked the police commanders for their service and dedication to the Village, and that it was an honor and pleasure to work with them over the years when she was a police officer for the Village of Burr Ridge.

8. MOTION - MOTION TO AUTHORIZE THE VILLAGE PRESIDENT'S EXECUTION OF A RETIREMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND POLICE COMMANDER STEPHEN FINLON

MOTION: Made by Trustee Baker, seconded by Trustee Mistele to approve the Retirement Agreement for Commander Stephen Finlon.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

9. MOTION - MOTION TO AUTHORIZE THE VILLAGE PRESIDENT'S EXECUTION OF A RETIREMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND POLICE COMMANDER MICHAEL KURINEC

MOTION: Made by Trustee Davi, seconded by Trustee Baker to approve the Retirement Agreement for Commander Michael Kurinec.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

10. MOTION - MOTION TO AUTHORIZE THE VILLAGE PRESIDENT'S EXECUTION OF A RETIREMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND POLICE COMMANDER WILLIAM BOZEK

MOTION: Made by Trustee Kelly, seconded by Trustee Baker to approve the Retirement Agreement for Commander William Bozek.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

11. MOTION - MOTION TO AUTHORIZE THE VILLAGE PRESIDENT'S EXECUTION OF A RETIREMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND POLICE COMMANDER JOHN BARNACLE

MOTION: Made by Trustee Kelly, seconded by Trustee Trilla to approve the Retirement Agreement for Commander John Barnacle.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

12. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

MOTION: Made by Trustee Kelly, seconded by Trustee Baker to approve Resolution No. 11-R-28, as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

13. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK, TITLE 5, CHAPTER 1, SECTION 5-1-1 - POLICE; CREATION AND COMPOSITION OF DEPARTMENT

MOTION: Made by Trustee Davi, seconded by Trustee Kelly to approve Ordinance No. 11-O-11, as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

14. COMMITTEE REPORTS

Trustee Baker suggested placing an item on the next Board agenda to have all village employees and Board members certified or recertified in the use of the Automated External Defibrillators (AED)'s and CPR.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Trilla had no report.

15. ATTORNEY'S REPORT

Attorney Hennessy had no report.

16. CLERK'S REPORT

Clerk Hansen reminded the Board that the Illinois Municipal Conference is scheduled for September 15-17, 2011 at the Chicago Hilton. The conference has useful information and excellent guest speakers.

17. ADMINISTRATOR'S REPORT

Administrator Halik advised the Board that due to a lightning strike, the village server was disabled making the email system inoperable. However, as of 4:00 p.m. today, the problem has been fixed and email is now working.

18. PRESIDENT'S REPORT

President Napoli responded to the visitor's statement saying on behalf of the Board that the decision for the police commander's retirement agreement was made after very careful consideration for the best interest of the Village. President Napoli stated that the Board was very mindful of the importance of doing so in a way that fairly recognized the many years of service to this community by these police commanders. The Board believes that the retirement agreements reached with these individuals recognized the public's best interest and the prior years of service that the police commanders have provided to the

citizen's of Willowbrook. On behalf of the Board and the citizen's, President Napoli thanked them and wished them the very best.

19. ADJOURNMENT

MOTION: Made by Trustee Baker, seconded by Trustee Mistele to adjourn the meeting at the hour of 6:57 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Berglund, Davi and Trilla. Nays: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

\_\_\_\_\_, 2011.

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Village President

Minutes transcribed by Debbie Hahn.

MINUTES OF THE REGULAR MEETING BUDGET WORKSHOP OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 21, 2011, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 6:00 p.m. by President Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Umberto Davi, and Frank Trilla

ABSENT: Trustee Paul Schoenbeck.

Also present were Village Clerk Leroy Hansen, Village Administrator Tim Halik, Interim Finance Director Carrie Dittman, Chief of Police Mark Shelton, Deputy Chief Paul Oggerino, Superintendent of Parks & Recreation Walter Righton and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. PUBLIC HEARING - APPROPRIATION ORDINANCE

President Napoli opened the public hearing relative to the proposed Appropriation Ordinance for Fiscal Year 2011-2012.

President Napoli asked if there were any questions or comments. Being there were no questions or comments, President Napoli asked for a motion to close the public hearing.

MOTION: Made by Trustee Davi, seconded by Trustee Baker, to close the public hearing with regard to the Appropriation Ordinance.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Davi and Trilla; NAYS: None; ABSENT: Trustee Schoenbeck

MOTION DECLARED CARRIED

5. DISCUSSION - FISCAL YEAR 2011-12 DRAFT BUDGET

Administrator Halik presented to the Village Board a general overview of the budget. He noted the following:

- The final budget for fiscal year 2011/12 should be approved no later than the April 25, 2011 Board of Trustees meeting.
- All existing services and programs that were approved last year will remain the same.
- Proposed days of operating expense is 257 days or \$19,993 p/day.
- The Five Year Plan is to conserve spending with no new or expanded service.
- The proposed budget does not include any salary increases for non-union and commander/sergeants.
- A 6.2% increase in health insurance.
- An 8.5% decrease in police pension.
- A 1% increase in IMRF pension.
- Any bond sales excess is earmarked for bond debt repayment in FY 2011/12.

In addition, Administrator Halik reviewed the grant funding the village has obtained, in excess of \$1,004,000. It includes:

- \$216,000 - ARRA Federal Stimulus Program - Road Maintenance Project for the overlay of Clarendon Hills Road - (south)
- \$185,00 - ARRA Federal Stimulus Program - Kingery Highway & Plainfield Road Lighting Project
- \$50,000 - Illinois Capital Bill - Reimbursement for expenses for the Kingery Highway & Plainfield Road Lighting Project
- \$11,000 - Federal Affordable Care Act - Reimbursement for 2010 Early Retiree Insurance costs
- \$542,000 - Federal STP - Road Maintenance Project for Clarendon Hills Road (north) during 2011-2016

Village Staff has also applied for an additional \$318,000 in grant funding as follows:

- \$46,000 - Illinois Capital Bill - Infrastructure improvements at Community Park
- \$60,000 - Illinois Capital Bill - Drainage improvement project at Knolls Lake
- \$25,500 - Illinois PARC Grant Program - Infrastructure improvements at Community Park

- \$82,000 - Illinois PARC Grant Program - Ridgemoor Park Playground Replacement
- \$85,000 - Illinois PARC Grant Program - Willow Pond Park Playground Replacement
- \$20,000 - Metro Mayors Caucus - Perform a tree inventory in order to develop an EAB abatement program (THIS GRANT WAS NOT AWARDED TO THE VILLAGE)

Administrator Halik also discussed the \$595,000 p/year of cost savings that was achieved through staff restructuring during 2010.

Interim Director of Finance Carrie Dittman provided an overview of the Fiscal Year 2011-2012 budget.

- FY 2011-12 budgeted revenues are 2.91% higher than FY 2010-11
- FY 2011-12 estimated actual revenues are 6.72% higher than FY 2010-11 budget
- FY 2011-12 budgeted revenues are 3.57% lower than FY 2010-11 estimated actual

Ms. Dittman advised the Board that the FY 2011-12 budget projections are conservative projection levels. Major general fund sources within the General Fund is approximately 3% above budget expectations. Projected General Fund Revenues for FY2011-12 is estimated at \$7,735,231, which is due in part to sale tax revenue. However, this revenue source needs to be protected by sustaining the number of businesses in town.

The FY 2011-12 General Fund Expenditures is estimated at \$7,297,614 with the police department having a 61% of the budget.

Ms. Dittman advised that there is anticipated 3.57% revenue decrease for FY 2011-12 with an anticipated fund balance surplus of \$437,617 and 257 days of operating expense. The April 30, 2011 budget anticipates a fund balance of \$5,048,594. However, the 5-Year Plan proposes a deficit of \$156,978 and 225 operating expenses by FY 2015-16.

Staff presented the highlights of the departmental budgets:

Administration

An increase of 7.70% overall:

- Budgeted a new copy machine - \$25,000
- Budgeted to replace the deteriorated canopy soffits at the Village Hall - \$3,120
- Budgeted seal coating and restriping of the village hall parking lot - \$4,000.

### Parks & Recreation

An overall decrease of 6.58%, with the only capital project for the Parks & Recreation is the replacement of the fabric fence on three (3) ball field backstops at Community Park. (A potential grant opportunity is being considered). Cost would be \$25,500.

### Planning

An overall increase of 22.34%:

- Consultant Services for zoning code updates - \$25,000
- Planning Consultant - \$50,000\*
- Traffic Consultant (third-party) - \$2,000\*

\*These two items are revenue neutral and can be written off on development applications.

### Police

An overall decrease of 2.62%:

- No new hire of police officer - \$98,000 savings
- No purchase of new squad cars - \$51,000 savings
- Increase of vehicle maintenance by \$10,000, due to no new vehicle purchases and the extension of the replacement plan
- Reaccreditation On-site in August 2011 - \$12,400 (with reimbursement of up to \$2,500 by IRMA)
- Extended in-car camera and radar detector warranties - \$2,350.00
- Southwest Central Dispatch annual payment - decrease of \$4,100
- Capital Expenditure - Four (4) new portable radios for the DuPage County ETSB program - \$24,252 or 4 @ \$6,063 each)
- Capital Expenditure - Ammunition storage vault - \$4,000

## Municipal Services

An overall increase of 4.44%:

- Fuel increase 50% due to anticipated rising fuel costs
- Engineer service budget decreased by 45% due to the completion of the Clarendon Hills Road ARRA project
- Two annual Brush Collection programs - \$22,000
- Purchase and installation of additional fold-down stop signs at intersections - \$4,000
- Rock salt for winter snow and ice control - \$74,160
- Mosquito abatement services - \$30,231 (There is no cost increase since we are in the 3<sup>rd</sup> year of a three-year contract)
- Capital Expenditure - Replacement of backhoe/loader - \$70,000 plus trade-in (\$35,00 has been included in the public works budget and \$35,000 has been included in the water fund)

## Building and Zoning

An overall increase of 1.16%:

- Several of the third-party consultant service lines were increased due to the slight increase in permit activity as compared to prior years
- Fuel budget increased by 50% due to anticipated rising fuel costs

## Water Fund

An overall decrease of 0.46%

- Water Capital Improvement Fund transfer of \$281,560 (as part of the incremental savings plan to fund the painting of all three (3) village water towers in the next eight (8) years)
- Water rates charged by DuPage Water Commission will be closely monitored. If the proposed 10% rate increase is approved by DWC, this line item may need to be revisited to keep pace with our incremental savings plan. (Our plan anticipates a maximum 8.5% increase by the DWC this year)
- Replacement of the backhoe/loader - \$35,000 which represents half the cost (with the other half coming from the public works budget)

- Was and disinfect above grade water tanks - \$12,000
- Replacement of obsolete fire hydrants - \$25,

#### Water Capital Improvement Fund

- Valve insertion program (this will assist the water transmission mains to be isolated to reduce the impact to the community during the repair of water main breaks - \$12,000
- Valve exercising program to ensure proper operation of our water system distribution valves - \$15,000

#### Motor Fuel Tax Fund

- Available funding of \$325,000 is anticipated for the completion of the 2011 Road Maintenance Program.

#### Hotel/Motel Tax Fund

An overall decrease of 12.19%

- Advertising - \$7,000 reduction

#### SSA Funds

Town Center Identification Sign - \$51,538 (proceeds received in prior years)

#### 2008 Bond Fund

\$156,744 budgeted to make June 30 and December 30 debt payments for new public works facility (funded by transfers in from Capital Projects and Water Fund)

Village annually abates the property tax levy on the bonds and pays from internal sources.

#### Capital Projects Fund

Debt service payment for 2008 bonds - \$60,000

A question came up at Committee level if these were pre-payments. The answer was No, the actual proceeds comes from the funds left over from the excess proceeds that were not spent on the facility.

## Discretionary Budget Items Requiring Board Direction

There are seven (7) discretionary budget items identified, however, the numbers for these items have not been included in the budget except in the Management Analyst position, where we put the budget impact for administrative purposes.

### 1. Creation of a Management Analyst Position

Staff had evaluated the staffing structure in December of 2010 to review our ability to keep up with the work load. Staff is recommending that the current part-time Intern position be upgraded to a full-time Management Analyst position. This position would be under the authority of the Village Administrator with a wide range of duties including Risk Management (IRMA), IT & Website management, maintenance contracts, press releases, grant applications, fixed asset inventory, records management, required employee training, cable channel programming, and legislative issues.

The current Intern position (\$20,630 p/yr) is pensionable through IMRF and with the creation of this new position employment benefits must also be provided.

Staff recommends that the current Intern position be eliminated from the budget. The financial impact would be to make the Management Analyst position a Grade 6 Classification with a starting salary of \$48,492. With the addition of health benefits, the new position in year 1 would be a total cost of \$77,296 minus the current cost of the Intern position \$20,630 leaving a final total cost of \$56,666.

### 2. AT&T U-verse PEG Channel

The Village currently broadcasted a PEG channel with Comcast (Channel 6) not AT&T U-Verse. However, AT&T U-Verse conducted an on-site survey of technical requirements regarding the installation of a PEG conversion system. They found that AT&T U-Verse is not available to all Village of Willowbrook residents and no complaints have been received for the AT&T U-Verse PEG Channel.

The cost to integrate to the AV Epic system was \$2,965 to begin broadcasting this Channel. This includes the installation hand-off from our Comcast equipment to the digital AT&T system, and an amplifier to split the digital signal to broadcast.

A quote was obtained from MagicBox Inc for a digital signage equipment of \$3,724 based on their analysis that the signal could not be split. If it can be split, the cost is \$0. Worst case scenario it would cost the Village approximately \$7,000 to upgrade this system.

Issues to consider before funding this program:

- AT&T U-Verse not available to all Willowbrook residents.
- Can only reach 350-500 households with the AT&T U-Verse system.
- It will not be like the Comcast Channel. It would be more like On-Demand and then go through a few different prompts to find Willowbrook.
- The up side to this, we could broadcast to mother communities.
- No calls or complaints have been received for not having an access channel. It has been down for almost 3 weeks.

Trustee Kelly asked how much more information is on the web-site vs. the access channel. Analyst Hummel advised there is much more information on our website than the access channel.

The Board tabled this expenditure.

### 3. Park ID Signage Replacement Program

Superintendent Righton advised that the Parks and Recreation Commission have been discussing the replacement of the 10 park signs. They all are getting to be in poor condition.

The Village's 5-year plan calls for three (3) consecutive years of playground replacements (Ridgemoor Park, Willow Pond Park, and Creekside

Park). The Commission has suggested that during FY11-12, might be a good time to include park entrance signage project along with the Community backstop replacement project. The estimated cost to replace these signs is approximately \$20,000.

In January, an Illinois Capital Bill grant for the backstop repairs was being considered for funding. The potential cost of the grant was \$46,000. If this was awarded to the Village, it would be more than enough funds to complete the backstop project. Since the village had already budgeted \$25,500 for this backstop project and it may not be needed due to this grant, Staff would like to recommend the budgeted backstop funds be utilized for the park entrance sign replacements.

The Board suggested continue with the backstop and sign project and attempt to seek other grant opportunities from alternate avenues.

#### 4. Funding for Community Events

Superintendent Righton advised that during the 50<sup>th</sup> Anniversary Committee's Family Fun Day in June 2010, many favorable comments were received to continue to have this type of event annually. This event was successful due in part to all the volunteers and sponsorship donations to assist with costs. Preliminary cost estimates were compiled which ranged from \$11,000-\$13,500, with no donations.

Minimal staff involvement is expected if volunteers solicit for donations. This would be a successful event with approximately 300-500 people in attendance.

The Board will discuss community events at a later date.

#### 5. Regulatory Sign Reflectivity Requirements

The Federal Highway Administration (FHWA) recently mandated that all traffic signs be at a minimum reflectivity level.

President Napoli asked that the Board place this in the budget since it a mandatory requirement. Project cost to inventory all the Village's traffic signs is not to exceed \$4,500.

6. Storage Building Roof Replacement

Last year, it was discovered that the current accessory storage building's roof (located behind the village hall) has severely deteriorated and is in need of replacement. Staff has solicited written repair proposals from two roofing vendors. The budgeted expense is estimated at \$25,000. This building holds excess police equipment. Staff recommends the roof replacement.

The Board recommended the replacement of the storage building roof.

7. Emerald Ash Borer (EAB) Abatement

Recently the Emerald Ash Borer (EAB) has been located in various DuPage, Cook and Will County communities including Burr Ridge. Administrator Halik believe that the EAB is in Willowbrook, we just have not located them as of yet. These insects feed on the inner bark layer of ash trees, thus killing the tree.

A tree count performed by Staff in 1995, indicated approximately 25% (or 3,000) of all the trees located on public property are of the ash species.

Staff suggests an EAB Management Plan by conducting a village-wide tree inventory to identify the number, location, age, health, and tree species. Next, utilize the data collected to develop an EAB Management Plan including the treatment of healthy older trees and removal and replacement of infested younger trees. Finally, implement the Plan. Cost would be approximately \$9,000 to perform the inventory. This has been budgeted in the FY11-12 budget. Staff would also monitor grant opportunities through the DuPage Mayors Caucus for this project.

The Board recommended the expenditure of \$9,000 for a village-wide tree inventory.

8. Impact of All Discretionary Items

Administrator Halik reviewed the Budget Workshop discretionary items with the Board.

9. EXECUTIVE SESSION

President Napoli asked for a motion to recess into Executive Session to further discuss budgetary items.

MOTION: Made by Trustee Baker, seconded by Trustee Kelly, to recess into Executive Session at the hour of 7:38 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Davi, and Trilla. NAYS: None. ABSENT: Trustee Schoenbeck.

MOTION DECLARED CARRIED

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

The Village Board reconvened the regular meeting at 9:42 p.m.

6. ADJOURNMENT

President Napoli asked for a motion to adjourn the meeting.

MOTION: Made by Trustee Baker, seconded by Trustee Davi, to adjourn the meeting at the hour of 8:45 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Davi and Trilla. NAYS: None. ABSENT: Trustee Schoenbeck.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

\_\_\_\_\_, 2011

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Village President

Minutes transcribed by Debbie Hahn.

## WARRANTS

August 8, 2011

GENERAL CORPORATE FUND	-----	\$147,185.37
WATER FUND	-----	2,612.54
POLICE PENSION FUND	-----	920.00
TOTAL WARRANTS	-----	\$150,717.91



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Tim Halik, Village Administrator

APPROVED:

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Robert A. Napoli, Village President

VILLAGE OF WILLOWBROOK

RUN DATE: 08/03/11

BILLS PAID REPORT FOR AUGUST, 2011

PAGE: 1

RUN TIME: 03:42PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AA AUTO GLASS SERVICE INC (2404)	08/09 CK# 78076	
A89261 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	\$345.00 345.00
ACE STORE NO. 11 (17)	08/09 CK# 78077	\$179.26
317715/3 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	86.94
410864/4 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	2.67
410907/4 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	44.25
410909/4 MAINTENANCE - PW BUILDING	01-35-725-418	28.00
410927/4 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	17.40
AFLAC (46)	08/09 CK# 78078	\$1,896.00
821048ER/JUL 11 EMP DED PAY - AFLAC FEE 01-210-221	01-210-221	26.40
934375/JUL 2011 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	384.16
934375/JUL 2011 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,485.44
AL WARREN OIL CO (2205)	08/09 CK# 78079	\$5,267.30
10675351 GASOLINE INVENTORY 01-190-126	01-190-126	5,267.30
ANTONIO TAPIA (1292)	08/09 CK# 78080	\$600.00
SDWLK RPLCMNT STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	600.00
AT & T (67)	08/09 CK# 78082	\$1,714.03
R26-5644JUL 11 PHONE - TELEPHONES 01-420-201	01-10-455-201	857.02
R26-5644JUL 11 PHONE - TELEPHONES 01-451-201	01-30-630-201	857.01
BLACK GOLD SEPTIC (208)	08/09 CK# 78083	\$310.00
7/18/11 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
MARK CAPOSIENO (292)	08/09 CK# 78084	\$310.00
JULY 2011 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	310.00
CHIUSEN CHEN (2405)	08/09 CK# 78085	\$1,500.00
226 58TH PLACE COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	1,500.00
CHRISTOPHER B. BURKE (333)	08/09 CK# 78086	\$6,480.76
101292 REIMB.	01-40-820-259	159.50
101293 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	495.00
101294 FEES - ENGINEERING 01-505-245	01-35-720-245	34.50
101295 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	920.40
101296 FEES - ENGINEERING 01-505-245	01-35-720-245	708.56
101297 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	110.00
101298 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	254.50
101299 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	3,798.30
CHRISTYN HOMES INC (2406)	08/09 CK# 78087	\$1,500.00
6502 CLAR HILLS COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	1,500.00
COMCAST CABLE (365)	08/09 CK# 78088	\$112.00
7760 QNCY AUG11 E.D.P. SOFTWARE 01-410-212	01-10-460-212	112.00
COMMONWEALTH EDISON (370)	08/09 CK# 78089	\$1,588.85
1844110006JUL11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	737.89
421505154JUL11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	487.04
7432089030JUL11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	363.92
CONCRETE CLINIC (376)	08/09 CK# 78090	\$310.85
198341 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	146.95
198373 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	14.59
198388 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	149.31
COOK COUNTY CLERK (396)	08/09 CK# 78091	\$10.00
POLFLIET FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	10.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DD INDUSTRIES INC (2246)	08/09 CK# 78092	\$104.40
25148 OPERATING EQUIPMENT 01-451-401	01-30-630-401	104.40
DELTA DENTAL PLAN OF ILLINOIS (468)	08/09 CK# 78093	\$3,802.56
AUG 2011 EMP DED PAY-INS 01-210-204	01-210-204	783.17
AUG 2011 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	40.01
AUG 2011 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	51.53
AUG 2011 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	103.05
AUG 2011 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,507.16
AUG 2011 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	163.07
AUG 2011 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	154.57
LARY DENZ (2331)	08/09 CK# 78094	\$62.00
JULY 2011 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	62.00
DUPAGE COUNTY TREASURER (497)	08/09 CK# 78095	\$250.00
9110/JUL 11 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY (511)	08/09 CK# 78096	\$500.00
COUPONS 100 TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
COUPONS 100 SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
ECO CLEAN MAINTENANCE INC (2385)	08/09 CK# 78097	\$1,449.00
1848/JUL 11 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,449.00
FALCO'S LANDSCAPING INC (581)	08/09 CK# 78098	\$5,527.25
2167/#3 CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	3,122.35
2167/#3 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	2,404.90
FIRE & SECURITY SYSTEMS INC. (601)	08/09 CK# 78099	\$423.00
110436 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	303.00
110437 MAINTENANCE - PW BUILDING	01-35-725-418	120.00
GATEHOUSE MEDIA SUBURBAN NEWSPAPER (699)	08/09 CK# 78100	\$38.00
02310318451 FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	38.00
DAVE HILBERT (781)	08/09 CK# 78101	\$124.00
JULY 2011 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	124.00
HILTON HOTEL (788)	08/09 CK# 78102	\$723.53
IML - HANSEN SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	723.53
HOME DEPOT COMMERCIAL (808)	08/09 CK# 78103	\$34.70
19050252593 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	22.01
19830163261 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	12.69
HOMER TREE CARE INC. (810)	08/09 CK# 78104	\$13,350.00
17502 TREE MAINTENANCE 01-535-338	01-35-750-338	13,350.00
ILL. MUNICIPAL LEAGUE (895)	08/09 CK# 78105	\$250.00
2011 CONF/HANSN SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	250.00
IND. ELEC. SUPPLY OF HINSDALE (929)	08/09 CK# 78106	\$9.00
199398 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	9.00
INTERGOVERNMENTAL PERSONNEL (934)	08/09 CK# 78107	\$42,513.73
133558 EMP DED PAY-INS 01-210-204	01-210-204	9,296.27
133558 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,335.58
133558 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	25,763.10
133558 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,585.29
133558 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,006.89
AUGUST 2011 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	1,862.79
AUGUST 2011 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	663.81

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JULIE, INC. (1018)	08/09 CK# 78109	\$342.03
2ND PYMNT 2011 J.U.L.I.E. 01-540-332	01-35-755-332	342.03
KARA CO. INC. (1033)	08/09 CK# 78110	\$109.45
273613 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	109.45
KH KIM TAEKWONDO (2407)	08/09 CK# 78111	\$202.50
APR 6-JUN 8 11 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	202.50
DENNIS KOWSKE (1078)	08/09 CK# 78112	\$31.00
JULY 2011 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	31.00
MEL KREJCI (1081)	08/09 CK# 78113	\$73.50
JULY 2011 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	73.50
DAVE MATTHEWS (1214)	08/09 CK# 78114	\$62.00
JULY 2011 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	62.00
MEADE ELECTRIC COMPANY (1236)	08/09 CK# 78115	\$405.28
651406 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	405.28
MIDWEST LASER SPECIALISTS, INC (1276)	08/09 CK# 78116	\$59.99
1065539 OPERATING SUPPLIES 01-451-331	01-30-630-331	59.99
MOORE MEDICAL CORP. (1305)	08/09 CK# 78117	\$159.19
96851684 RI OPERATING EQUIPMENT 01-451-401	01-30-630-401	159.19
NAT. CRIME PREVENTION COUNCIL (1340)	08/09 CK# 78118	\$764.75
159138 COMMODITIES 01-482-331	01-30-670-331	764.75
NCPERS GROUP LIFE INSURANCE (1355)	08/09 CK# 78119	\$160.00
AUGUST 2011 EMP DED-SUPPLEMENTAL LIFE INSURANCE	01-210-213	160.00
PACIFIC TELEMANAGEMENT SERVICES (2197)	08/09 CK# 78121	\$78.00
283332/AUG 11 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
LORRAINE PATEL (2408)	08/09 CK# 78122	\$2,500.00
TEMP OCCPNY COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	2,500.00
PCS INTERNATIONAL (2201)	08/09 CK# 78123	\$6,250.00
29481 CONSULTING SERVICES 01-25-615-306	01-25-615-306	6,250.00
PETTY CASH C/O TIM HALIK (1492)	08/09 CK# 78124	\$201.21
8/2/11 COMMISSARY PROVISION 01-420-355	01-10-455-355	19.99
8/2/11 CASH - OVER OR SHORT 01-420-505	01-10-455-505	-0.49
8/2/11 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	9.30
8/2/11 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	5.39
8/2/11 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	45.99
8/2/11 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	40.00
8/2/11 OPERATING EQUIPMENT 01-451-401	01-30-630-401	61.03
8/2/11 SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	20.00
THE PILATES BODY INC (2297)	08/09 CK# 78125	\$150.00
17151 6/22-7/27 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	150.00
QUALIFICATION TARGETS INC. (2409)	08/09 CK# 78126	\$144.03
21101776 OPERATING EQUIPMENT 01-451-401	01-30-630-401	144.03
R&R PRINT N SERVE INC (1582)	08/09 CK# 78127	\$185.75
25036 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	185.75
SAFE KIDS WORLDWIDE (1659)	08/09 CK# 78128	\$50.00
RINELLA FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	50.00
GARY SCHIEFER (1683)	08/09 CK# 78129	\$62.00
JULY 2011 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	62.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SCOTT CONTRACTING INC (1682) 2045 ST & ROW MAINTENANCE OTHER 01-540-328	08/09 CK# 78130 01-35-755-328	\$1,382.71 1,382.71
SHELTON MARK (1709) REIMB OPERATING EQUIPMENT 01-451-401	08/09 CK# 78131 01-30-630-401	\$97.46 97.46
SOUTHWEST CENTRAL DISPATCH (1751) AUGUST 2011 RADIO DISPATCHING 01-483-235	08/09 CK# 78132 01-30-675-235	\$20,992.12 20,992.12
SUBURBAN LIFE PUBLICATIONS (1805) 536268 PRINTING & PUBLISH 01-420-302	08/09 CK# 78133 01-10-455-302	\$133.62 133.62
SWANK MOTION PICTURES INC (1819) RG 1586519 CHILDRENS SPECIAL EVENTS 01-625-150	08/09 CK# 78134 01-20-585-150	\$321.00 321.00
UNIFIRST (1926) 0610612980 MAINTENANCE - BUILDING 01-405-228 0610613100 MAINTENANCE - PW BUILDING	08/09 CK# 78135 01-10-466-228 01-35-725-418	\$198.50 153.55 44.95
VERIZON WIRELESS (1972) 2603869572JUL11 PHONE - TELEPHONES 01-05-410-201 2603869572JUL11 PHONE - TELEPHONES 01-451-201 2603869572JUL11 TELEPHONES 01-501-201 2603869572JUL11 TELEPHONES 01-551-201 EQUIPMENT UL11 PHONE - TELEPHONES 01-451-201	08/09 CK# 78136 01-05-410-201 01-30-630-201 01-35-710-201 01-40-810-201 01-30-630-201	\$1,441.16 48.36 588.76 152.17 51.89 599.98
VICTOR SALVADOR (1466) PRMT #23 PARK PERMIT FEES 01-310-814	08/09 CK# 78137 01-310-814	\$425.00 425.00
WAREHOUSE DIRECT (2002) 1129956-A OFFICE SUPPLIES 01-420-301 118512-0 OFFICE SUPPLIES 01-05-410-301 118512-0 OFFICE SUPPLIES 01-420-301 118512-0 SCHOOLS CONFERENCE TRAVEL 01-501-304 1204596-0 OFFICE SUPPLIES 01-420-301 1204596-0 OFFICE SUPPLIES 01-25-610-301 1204596-0 OFFICE SUPPLIES 01-501-301	08/09 CK# 78138 01-10-455-301 01-05-410-301 01-10-455-301 01-35-710-304 01-10-455-301 01-25-610-301 01-35-710-301	\$901.27 20.00 53.90 115.16 149.95 298.62 138.20 125.44
WESTFIELD FORD (2028) 311737 MAINTENANCE - VEHICLES 01-520-409 311916 MAINTENANCE - VEHICLES 01-420-409 312595 MAINTENANCE - VEHICLES 01-520-409	08/09 CK# 78139 01-35-735-409 01-10-455-409 01-35-735-409	\$1,071.63 639.51 362.36 69.76
WESTMONT SHELL (2231) 11-03621 -34943 MAINTENANCE - VEHICLES 01-451-409	08/09 CK# 78140 01-30-630-409	\$150.00 150.00
WILL COUNTY CLERK (2049) RINELLA FEES-DUES-SUBSCRIPTIONS 01-451-307	08/09 CK# 78141 01-30-630-307	\$10.00 10.00
LAW OFFICES OF WILLIAM J. HENNESSY (2277) JULY 2011 FEES - VILLAGE ATTORNEY 01-425-239	08/09 CK# 78142 01-10-470-239	\$14,580.00 14,580.00
THE YOGA TEACHERS' GROUP INC (2109) 5/9 -6/16 SMR11 SUMMER PROGRAM MATERIALS & SERVICES 6/23-7/28 SMR11 SUMMER PROGRAM MATERIALS & SERVICES	08/09 CK# 78143 01-20-575-119 01-20-575-119	\$2,205.00 1,050.00 1,155.00
TOTAL GENERAL CORPORATE FUND		\$147,185.37

VILLAGE OF WILLOWBROOK

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACE STORE NO. 11 (17)	08/09 CK# 78077	\$6.75
410910/4 MAINTENANCE - METER EQUIPMENT 02-435-463	02-50-435-463	6.75
AT & T MOBILITY (64)	08/09 CK# 78081	\$71.68
826930710JUL 11 PHONE - TELEPHONES 02-401-201	02-50-401-201	71.68
AT & T (67)	08/09 CK# 78082	\$598.01
323-0337JUL 11 PHONE - TELEPHONES 02-401-201	02-50-401-201	226.83
323-0975JUL 11 PHONE - TELEPHONES 02-401-201	02-50-401-201	270.60
734-9661JUL 11 PHONE - TELEPHONES 02-401-201	02-50-401-201	100.58
DELTA DENTAL PLAN OF ILLINOIS (468)	08/09 CK# 78093	\$163.06
AUG 2011 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	163.06
INTERGOVERNMENTAL PERSONNEL (934)	08/09 CK# 78107	\$1,632.78
133558 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	1,632.78
VERIZON WIRELESS (1972)	08/09 CK# 78136	\$140.26
2603869572JUL11 PHONE - TELEPHONES 02-401-201	02-50-401-201	110.00
2603869573JUL11 PHONE - TELEPHONES 02-401-201	02-50-401-201	30.26
TOTAL WATER FUND		\$2,612.54

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VILLAGE OF WILLOWBROOK  
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POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
LAW OFFICE OF J.C. BROIHIER (2386)	08/09 CK# 78108	\$95.00
1181 LEGAL FEES 07-401-242	07-62-401-242	95.00
NORTHERN ILL UNIVERSITY (1388)	08/09 CK# 78120	\$825.00
IPPFA CONF 2011 MEETINGS, TRAVEL, CONFERENCES 07-401-304	07-62-401-304	825.00
TOTAL POLICE PENSION FUND		\$920.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR AUGUST, 2011

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SUMMARY ALL FUNDS

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BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	147,185.37	*
02-110-105	WATER FUND-CHECKING 0010330283	2,612.54	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	920.00	*
TOTAL ALL FUNDS		150,717.91	**

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

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SUMMARY OF FUNDS AS OF JULY 31, 2011

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FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$4,031,262.30
MONEY MARKET	\$3,763,321.15	
MARKET VALUE	193,558.79	
PETTY CASH	950.00	
SAVINGS	73,432.36	
TOTAL	\$4,031,262.30	
WATER FUND		\$579,226.02
MONEY MARKET	\$579,226.02	
HOTEL/MOTEL TAX FUND		\$18,975.56
MONEY MARKET	\$18,975.56	
MOTOR FUEL TAX FUND		\$233,388.79
MONEY MARKET	\$233,388.79	
T I F SPECIAL REVENUE FUND		\$9,419.22
MONEY MARKET	\$9,419.22	
SSA ONE BOND & INTEREST FUND		\$55,118.69
MONEY MARKET	\$55,118.69	
POLICE PENSION FUND		\$14,333,355.44
AGENCY CERTIFICATES	\$4,867,499.43	
CERTIFICATE OF DEPOSIT	100,000.00	
MUNICIPAL BONDS	1,348,519.85	
MUTUAL FUNDS	5,039,204.18	
MONEY MARKET	618,203.71	
MARKET VALUE	1,658,513.51	
TREASURY NOTES	701,414.76	
TOTAL	\$14,333,355.44	
SSA ONE PROJECT FUND		\$51,608.49
MONEY MARKET	\$51,608.49	
WATER CAPITAL IMPROVEMENTS FUND		\$118,355.70
MONEY MARKET	\$118,355.70	
CAPITAL PROJECT FUND		\$176,513.28
MONEY MARKET	\$176,513.28	
2008 BOND FUND		\$159.07
MONEY MARKET	\$159.07	
TOTAL MONIES		\$19,607,382.56

RESPECTFULLY SUBMITTED THIS 31ST DAY OF JULY, 2011



TIM HALIK, VILLAGE ADMINISTRATOR

ROBERT A. NAPOLI, VILLAGE PRESIDENT

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

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DETAILED SUMMARY OF FUNDS AS OF JULY 31, 2011

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FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$4,125,335.33
AS PER SUMMARY, JULY, 2011	\$4,031,262.30	
DUE TO/FROM WATER FUND	95,545.32	
DUE TO/FROM HOTEL/MOTEL TAX FUND	2,766.89	
DUE TO/FROM POLICE PENSION FUND	24,833.12	
DUE TO/FROM CAPITAL PROJ FUND	-29,072.30	
	\$4,125,335.33	
WATER FUND		\$483,680.70
AS PER SUMMARY, JULY, 2011	\$579,226.02	
DUE TO/FROM GENERAL FUND	-95,545.32	
	\$483,680.70	
HOTEL/MOTEL TAX FUND		\$16,208.67
AS PER SUMMARY, JULY, 2011	\$18,975.56	
DUE TO/FROM GENERAL FUND	-2,766.89	
	\$16,208.67	
MOTOR FUEL TAX FUND		\$233,388.79
AS PER SUMMARY, JULY, 2011	\$233,388.79	
T I F SPECIAL REVENUE FUND		\$9,419.22
AS PER SUMMARY, JULY, 2011	\$9,419.22	
SSA ONE BOND & INTEREST FUND		\$55,118.69
AS PER SUMMARY, JULY, 2011	\$55,118.69	
POLICE PENSION FUND		\$14,308,522.32
AS PER SUMMARY, JULY, 2011	\$14,333,355.44	
DUE TO/FROM GENERAL FUND	-24,833.12	
	\$14,308,522.32	
SSA ONE PROJECT FUND		\$51,608.49
AS PER SUMMARY, JULY, 2011	\$51,608.49	
WATER CAPITAL IMPROVEMENTS FUND		\$118,355.70
AS PER SUMMARY, JULY, 2011	\$118,355.70	
CAPITAL PROJECT FUND		\$205,585.58
AS PER SUMMARY, JULY, 2011	\$176,513.28	
DUE TO/FROM GENERAL FUND	29,072.30	
	\$205,585.58	
2008 BOND FUND		\$159.07
AS PER SUMMARY, JULY, 2011	\$159.07	
TOTAL MONIES		\$19,607,382.56

\$945.43 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF JULY 31, 2011

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
<b>GENERAL CORPORATE FUND</b>								
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	14,532.10	MM	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.59%	1,476,791.27	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	202,840.09	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	1,300,377.79	MM	N/A
01-120-154		IMET	POOLED INVEST		0.33%	768,779.90	MM	N/A
			TOTAL MONEY MARKET			\$3,763,321.15		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			193,558.79	MV	N/A
			TOTAL MARKET VALUE			\$193,558.79		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
			TOTAL PETTY CASH			\$950.00		
01-110-257		COMMUNITY BANK OF WB	SAVINGS			60,857.36	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			12,575.00	SV	N/A
			TOTAL SAVINGS			\$73,432.36		
			TOTAL GENERAL CORPORATE FUND			\$4,031,262.30		
			AVERAGE ANNUAL YIELD			0.34%		
<b>WATER FUND</b>								
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	575,313.15	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	3,912.87	MM	N/A
			TOTAL MONEY MARKET			\$579,226.02		
			TOTAL WATER FUND			\$579,226.02		
			AVERAGE ANNUAL YIELD			0.50%		
<b>HOTEL/MOTEL TAX FUND</b>								
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	18,975.56	MM	N/A
			TOTAL MONEY MARKET			\$18,975.56		
			TOTAL HOTEL/MOTEL TAX FUND			\$18,975.56		
			AVERAGE ANNUAL YIELD			0.04%		
<b>MOTOR FUEL TAX FUND</b>								
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	233,388.79	MM	N/A
			TOTAL MONEY MARKET			\$233,388.79		
			TOTAL MOTOR FUEL TAX FUND			\$233,388.79		
			AVERAGE ANNUAL YIELD			0.04%		
<b>T I F SPECIAL REVENUE FUND</b>								
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	9,419.22	MM	N/A
			TOTAL MONEY MARKET			\$9,419.22		

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	MATURE DATE
TOTAL T I F SPECIAL REVENUE FUND					\$9,419.22		
AVERAGE ANNUAL YIELD					0.04%		
<b>SSA ONE BOND &amp; INTEREST FUND</b>							
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.04%	55,118.69	MM	N/A
TOTAL MONEY MARKET					\$55,118.69		
TOTAL SSA ONE BOND & INTEREST FUND					\$55,118.69		
AVERAGE ANNUAL YIELD					0.04%		

<b>POLICE PENSION FUND</b>							
07-120-326	MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355	MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-330	MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342	MBFINANCIAL BANK	FHLB		4.88%	201,233.55	AC	11/15/2011
07-120-396	MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-393	MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-407	MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380	MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-304	MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392	MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394	MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374	MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363	MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402	MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298	MBFINANCIAL BANK	FNCT		7.00%	3,227.98	AC	02/01/2016
07-120-409	MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421	MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-367	MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-433	MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-422	MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404	MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377	MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428	MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-365	MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-314	MBFINAINCIAL BANK	FHLB			75,161.25	AC	12/08/2017
07-120-308	MBFINANCIAL BANK	FHLB		3.12%	100,758.00	AC	12/08/2017
07-120-389	MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405	MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391	MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-313	MBFINANCIAL BANK	FFCB		3.12%	99,532.00	AC	03/09/2018
07-120-383	MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379	MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426	MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345	MBFINANCIAL BANK	GNMA		5.00%	21,976.65	AC	12/18/2018
07-120-408	MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-429	MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	36,286.37	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-432		MBFINANCIAL BANK	FHLB		4.60%	202,218.75	AC	06/01/2022
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	400.31	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	16,520.20	AC	08/20/2028
			TOTAL AGENCY CERTIFICATES			\$4,867,499.43		
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
			TOTAL CERTIFICATE OF DEPOSIT			\$100,000.00		
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	MB	04/01/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BL		2.00%	49,999.50	MB	12/15/2012
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	19,212.80	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-395		MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	MB	12/15/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-425		MBFINANCIAL BANK	COOK COUNTY SE		3.90%	101,469.00	MB	12/01/2017
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	MB	12/01/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY #6		4.39%	50,050.00	MB	12/01/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRT\		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	MB	12/15/2023
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
			TOTAL MUNICIPAL BONDS			\$1,348,519.85		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,039,204.18	MF	N/A
			TOTAL MUTUAL FUNDS			\$5,039,204.18		
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	275,169.94	MM	N/A

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	343,033.77	MM	N/A
			TOTAL MONEY MARKET			\$618,203.71		
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,658,513.51	MV	N/A
			TOTAL MARKET VALUE			\$1,658,513.51		
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	TN	04/15/2012
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
			TOTAL TREASURY NOTES			\$701,414.76		
			TOTAL POLICE PENSION FUND			\$14,333,355.44		
			AVERAGE ANNUAL YIELD			4.04%		
<b>SSA ONE PROJECT FUND</b>								
08-110-323		IMET	MONEY MARKET		0.33%	51,608.49	MM	N/A
			TOTAL MONEY MARKET			\$51,608.49		
			TOTAL SSA ONE PROJECT FUND			\$51,608.49		
			AVERAGE ANNUAL YIELD			0.33%		
<b>WATER CAPITAL IMPROVEMENTS FUND</b>								
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	118,355.70	MM	N/A
			TOTAL MONEY MARKET			\$118,355.70		
			TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$118,355.70		
			AVERAGE ANNUAL YIELD			0.04%		
<b>CAPITAL PROJECT FUND</b>								
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	176,513.28	MM	N/A
			TOTAL MONEY MARKET			\$176,513.28		
			TOTAL CAPITAL PROJECT FUND			\$176,513.28		
			AVERAGE ANNUAL YIELD			0.04%		
<b>2008 BOND FUND</b>								
11-110-323		IMET	MONEY MARKET		0.33%	159.07	MM	N/A
			TOTAL MONEY MARKET			\$159.07		
			TOTAL 2008 BOND FUND			\$159.07		
			AVERAGE ANNUAL YIELD			0.33%		
GRAND TOTAL INVESTED						\$19,607,382.56		

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
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INVESTMENT TYPES

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

VILLAGE OF WILLOWBROOK  
INVESTMENTS BY FUND (SUMMARY) JULY 31, 2011

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FUND	INVESTMENTS
GENERAL CORPORATE FUND	4,031,262.30
WATER FUND	579,226.02
HOTEL/MOTEL TAX FUND	18,975.56
MOTOR FUEL TAX FUND	233,388.79
T I F SPECIAL REVENUE FUND	9,419.22
SSA ONE BOND & INTEREST FUND	55,118.69
POLICE PENSION FUND	14,333,355.44
SSA ONE PROJECT FUND	51,608.49
WATER CAPITAL IMPROVEMENTS FUND	118,355.70
CAPITAL PROJECT FUND	176,513.28
2008 BOND FUND	159.07
TOTAL INVESTED (ALL FUNDS):	\$19,607,382.56

VILLAGE OF WILLOWBROOK  
 INVESTMENTS BY TYPE (SUMMARY) JULY 31, 2011

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TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	4,792,338.18	4.45 %	75,161.25	4,867,499.43
CERTIFICATE OF DEPOSIT	100,000.00	4.20 %		100,000.00
MUNICIPAL BONDS	1,348,519.85	4.66 %		1,348,519.85
MUTUAL FUNDS			5,039,204.18	5,039,204.18
MONEY MARKET	5,624,289.68	0.30 %		5,624,289.68
MARKET VALUE			1,852,072.30	1,852,072.30
PETTY CASH			950.00	950.00
SAVINGS			73,432.36	73,432.36
TREASURY NOTES	701,414.76	3.50 %		701,414.76
 TOTAL ALL FUNDS	 \$12,566,562.47		 \$7,040,820.09	 \$19,607,382.56

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INVESTMENT SUMMARY BY INSTITUTION AS OF JULY 31, 2011

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INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	2,330,333.97	275,169.94	2,605,503.91
ILLINOIS FUNDS	1,916,061.90		1,916,061.90
IMET	820,547.46		820,547.46
IMET MARKET VALUE CONTRA	193,558.79	1,658,513.51	1,852,072.30
MBFINAINCIAL BANK		75,161.25	75,161.25
MBFINANCIAL BANK		12,324,510.74	12,324,510.74
U.S. BANK	12,575.00		12,575.00
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$5,274,027.12	\$14,333,355.44	\$19,607,382.56

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INVESTMENTS BY INSTITUTION AS OF JULY 31, 2011

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.59%	1,476,791.27	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	14,532.10	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	202,840.09	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	575,313.15	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	275,169.94	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			60,857.36	SV	N/A
		TOTAL INVESTED				\$2,605,503.91		
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	1,300,377.79	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	3,912.87	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	18,975.56	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	233,388.79	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	9,419.22	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	55,118.69	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	118,355.70	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	176,513.28	MM	N/A
		TOTAL INVESTED				\$1,916,061.90		
01-120-154		IMET	POOLED INVEST		0.33%	768,779.90	MM	N/A
08-110-323		IMET	MONEY MARKET		0.33%	51,608.49	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	159.07	MM	N/A
		TOTAL INVESTED				\$820,547.46		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			193,558.79	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,658,513.51	MV	N/A
		TOTAL INVESTED				\$1,852,072.30		
07-120-314		MBFINANCIAL BANK	FHLB			75,161.25	AC	12/08/2017
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,039,204.18	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	343,033.77	MM	N/A
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	201,233.55	AC	11/15/2011
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	MB	04/01/2012
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	TN	04/15/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BL		2.00%	49,999.50	MB	12/15/2012
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	19,212.80	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395		MBFINANCIAL BANK	KANE COUNTY FC		4.50%	100,000.00	MB	12/15/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	3,227.98	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-425		MBFINANCIAL BANK	COOK COUNTY SI		3.90%	101,469.00	MB	12/01/2017
07-120-308		MBFINANCIAL BANK	FHLB		3.12%	100,758.00	AC	12/08/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-313		MBFINANCIAL BANK	FFCB		3.12%	99,532.00	AC	03/09/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	MB	12/01/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY #6		4.39%	50,050.00	MB	12/01/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	21,976.65	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	36,286.37	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRT\		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-432		MBFINANCIAL BANK	FHLB		4.60%	202,218.75	AC	06/01/2022
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	MB	12/15/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	400.31	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	16,520.20	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$12,324,510.74		
01-110-335		U.S. BANK	LOCKBOX			12,575.00	SV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$19,607,382.56		

VILLAGE OF WILLOWBROOK

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	201,233.55	AC	11/15/2011
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	3,227.98	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-314		MBFINANCIAL BANK	FHLB			75,161.25	AC	12/08/2017
07-120-308		MBFINANCIAL BANK	FHLB		3.12%	100,758.00	AC	12/08/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-313		MBFINANCIAL BANK	FFCB		3.12%	99,532.00	AC	03/09/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	21,976.65	AC	12/18/2018
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	36,286.37	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-432		MBFINANCIAL BANK	FHLB		4.60%	202,218.75	AC	06/01/2022
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	400.31	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	16,520.20	AC	08/20/2028
		TOTAL INVESTED				\$4,867,499.43		

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	MB	04/01/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BL		2.00%	49,999.50	MB	12/15/2012
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	19,212.80	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-395		MBFINANCIAL BANK	KANE COUNTY FC		4.50%	100,000.00	MB	12/15/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-425		MBFINANCIAL BANK	COOK COUNTY SE		3.90%	101,469.00	MB	12/01/2017
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	MB	12/01/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY #6		4.39%	50,050.00	MB	12/01/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHTY		6.33%	76,738.50	MB	12/01/2021
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	MB	12/15/2023
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPL		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$1,348,519.85		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,039,204.18	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.59%	1,476,791.27	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	14,532.10	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	202,840.09	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	575,313.15	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	275,169.94	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	1,300,377.79	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	3,912.87	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	18,975.56	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	233,388.79	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	9,419.22	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	55,118.69	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	118,355.70	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	176,513.28	MM	N/A
01-120-154		IMET	POOLED INVEST		0.33%	768,779.90	MM	N/A
08-110-323		IMET	MONEY MARKET		0.33%	51,608.49	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	159.07	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	343,033.77	MM	N/A
		TOTAL INVESTED				\$5,624,289.68		

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			193,558.79	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,658,513.51	MV	N/A
		TOTAL INVESTED				\$1,852,072.30		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			60,857.36	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			12,575.00	SV	N/A
		TOTAL INVESTED				\$73,432.36		
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	TN	04/15/2012
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
		TOTAL INVESTED				\$701,414.76		
		GRAND TOTAL INVESTED				\$19,607,382.56		

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF JULY 31, 2011

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,039,204.18	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.59%	1,476,791.27	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	14,532.10	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	202,840.09	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.50%	575,313.15	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.18%	275,169.94	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	1,300,377.79	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	3,912.87	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	18,975.56	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	233,388.79	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	9,419.22	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	55,118.69	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	118,355.70	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.04%	176,513.28	MM	N/A
01-120-154		IMET	POOLED INVEST		0.33%	768,779.90	MM	N/A
08-110-323		IMET	MONEY MARKET		0.33%	51,608.49	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	159.07	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	343,033.77	MM	N/A
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			193,558.79	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,658,513.51	MV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			60,857.36	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			12,575.00	SV	N/A
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	201,233.55	AC	11/15/2011
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	MB	04/01/2012
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	TN	04/15/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BL		2.00%	49,999.50	MB	12/15/2012
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	19,212.80	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395		MBFINANCIAL BANK	KANE COUNTY FC		4.50%	100,000.00	MB	12/15/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF JULY 31, 2011

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	3,227.98	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-425		MBFINANCIAL BANK	COOK COUNTY SE		3.90%	101,469.00	MB	12/01/2017
07-120-314		MBFINANCIAL BANK	FHLB			75,161.25	AC	12/08/2017
07-120-308		MBFINANCIAL BANK	FHLB		3.12%	100,758.00	AC	12/08/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-313		MBFINANCIAL BANK	FFCB		3.12%	99,532.00	AC	03/09/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	MB	12/01/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY #6		4.39%	50,050.00	MB	12/01/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	21,976.65	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	36,286.37	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-432		MBFINANCIAL BANK	FHLB		4.60%	202,218.75	AC	06/01/2022
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	MB	12/15/2023

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF JULY 31, 2011

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	400.31	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	16,520.20	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
TOTAL INVESTED						\$19,607,382.56		
GRAND TOTAL INVESTED						\$19,607,382.56		

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 25

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REVENUE REPORT FOR JULY, 2011

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	1,683.44	82,711.76	159,120.00	51.98	76,408.24
01-1110	Other Taxes	532,776.87	1,449,749.45	5,747,649.00	25.22	4,297,899.55
01-1120	Licenses	-50.00	150.00	101,000.00	0.15	100,850.00
01-1130	Permits	8,768.00	23,509.26	153,500.00	15.32	129,990.74
01-1140	Fines	47,992.69	143,782.12	711,000.00	20.22	567,217.88
01-1150	Transfers-Other Funds	32,926.25	98,778.75	395,115.00	25.00	296,336.25
01-1160	Charges & Fees	2,367.00	2,949.00	49,300.00	5.98	46,351.00
01-1170	Park & Recreation Revenue	549.75	9,807.75	43,087.00	22.76	33,279.25
01-1180	Other Revenue	45,328.96	57,787.12	345,460.00	16.73	287,672.88
**TOTAL	Operating Revenue	672,342.96	1,869,225.21	7,705,231.00	24.26	5,836,005.79
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	3.18	2,351.47	30,000.00	7.84	27,648.53
**TOTAL	Non-Operating Revenue	3.18	2,351.47	30,000.00	7.84	27,648.53
***TOTAL	GENERAL CORPORATE FUND	672,346.14	1,871,576.68	7,735,231.00	24.20	5,863,654.32

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 25  
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REVENUE REPORT FOR JULY, 2011

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	146,435.91	467,452.61	1,841,442.00	25.39	1,373,989.39
**TOTAL	Operating Revenue	146,435.91	467,452.61	1,841,442.00	25.39	1,373,989.39
<u>Non-Operating Revenue</u>						
02-3100	Other Income	0.00	243.67	6,500.00	3.75	6,256.33
02-3200	Charges & Fees	0.00	0.00	2,400.00	0.00	2,400.00
**TOTAL	Non-Operating Revenue	0.00	243.67	8,900.00	2.74	8,656.33
***TOTAL	WATER FUND	146,435.91	467,696.28	1,850,342.00	25.28	1,382,645.72
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	6,196.34	14,776.93	61,000.00	24.22	46,223.07
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	6,196.34	14,776.93	61,000.00	24.22	46,223.07
<u>Non-Operating Revenue</u>						
03-3100	Other Income	0.00	0.53	10.00	5.30	9.47
**TOTAL	Non-Operating Revenue	0.00	0.53	10.00	5.30	9.47
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	6,196.34	14,777.46	61,010.00	24.22	46,232.54
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	16,894.04	53,557.42	226,865.00	23.61	173,307.58
**TOTAL	Operating Revenue	16,894.04	53,557.42	226,865.00	23.61	173,307.58
<u>Non-Operating Revenue</u>						
04-3100	Other Income	0.00	5.98	200.00	2.99	194.02
**TOTAL	Non-Operating Revenue	0.00	5.98	200.00	2.99	194.02
***TOTAL	MOTOR FUEL TAX FUND	16,894.04	53,563.40	227,065.00	23.59	173,501.60

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 25

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REVENUE REPORT FOR JULY, 2011

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	0.00	364,371.20	0.00	0.00	-364,371.20
**TOTAL	Operating Revenue	0.00	364,371.20	0.00	0.00	-364,371.20
<u>Non-Operating Revenue</u>						
05-3100	Other Income	0.00	0.28	0.00	0.00	-0.28
**TOTAL	Non-Operating Revenue	0.00	0.28	0.00	0.00	-0.28
***TOTAL	T I F SPECIAL REVENUE FUND	0.00	364,371.48	0.00	0.00	-364,371.48
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	160,104.03	320,050.00	50.02	159,945.97
**TOTAL	Operating Revenue	0.00	160,104.03	320,050.00	50.02	159,945.97
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
***TOTAL	SSA ONE BOND FUND	0.00	160,104.03	320,050.00	50.02	159,945.97
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	58,318.38	136,076.22	0.00	0.00	-136,076.22
07-1180	Other Revenue	23,274.14	56,648.30	0.00	0.00	-56,648.30
**TOTAL	Operating Revenue	81,592.52	192,724.52	0.00	0.00	-192,724.52
<u>Non-Operating Revenue</u>						
07-3100	Other Income	0.00	74.09	0.00	0.00	-74.09
**TOTAL	Non-Operating Revenue	0.00	74.09	0.00	0.00	-74.09
***TOTAL	POLICE PENSION FUND	81,592.52	192,798.61	0.00	0.00	-192,798.61
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 25  
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REVENUE REPORT FOR JULY, 2011

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
08-3000	Non-Operating Revenue	0.00	14.44	100.00	14.44	85.56
**TOTAL	Non-Operating Revenue	0.00	14.44	100.00	14.44	85.56
***TOTAL	SSA ONE PROJECT FUND	0.00	14.44	100.00	14.44	85.56
<u>WATER CAPITAL IMPROVEMENTS FUND</u>						
<u>Operating Revenue</u>						
09-1000	Operating Revenue	0.00	0.00	282,412.00	0.00	282,412.00
**TOTAL	Operating Revenue	0.00	0.00	282,412.00	0.00	282,412.00
<u>Non-Operating Revenue</u>						
09-3000	Non-Operating Revenue	0.00	3.81	200.00	1.91	196.19
**TOTAL	Non-Operating Revenue	0.00	3.81	200.00	1.91	196.19
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	3.81	282,612.00	0.00	282,608.19
<u>CAPITAL PROJECT FUND</u>						
<u>Operating Revenue</u>						
10-1000	Operating Revenue	29,500.30	29,500.30	0.00	0.00	-29,500.30
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	29,500.30	29,500.30	0.00	0.00	-29,500.30
<u>Non-Operating Revenue</u>						
10-3000	Non-Operating Revenue	0.00	49.09	1,000.00	4.91	950.91
**TOTAL	Non-Operating Revenue	0.00	49.09	1,000.00	4.91	950.91
***TOTAL	CAPITAL PROJECT FUND	29,500.30	29,549.39	1,000.00	2,954.94	-28,549.39
<u>2008 BOND FUND</u>						
<u>Operating Revenue</u>						
11-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
<u>Non-Operating Revenue</u>						
11-3000	Non-Operating Revenue	0.00	38,371.88	156,744.00	24.48	118,372.12
**TOTAL	Non-Operating Revenue	0.00	38,371.88	156,744.00	24.48	118,372.12
***TOTAL	2008 BOND FUND	0.00	38,371.88	156,744.00	24.48	118,372.12

VILLAGE OF WILLOWBROOK  
 REVENUE REPORT FOR JULY, 2011  
 RECAP BY FUND

PRCT. OF YR: 25  
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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>FUND SUMMARY</u>						
1	GENERAL CORPORATE	672,346.14	1,871,576.68	7,735,231.00	24.20	5,863,654.32
2	WATER	146,435.91	467,696.28	1,850,342.00	25.28	1,382,645.72
3	HOTEL/MOTEL TAX	6,196.34	14,777.46	61,010.00	24.22	46,232.54
4	MOTOR FUEL TAX	16,894.04	53,563.40	227,065.00	23.59	173,501.60
5	T I F SPECIAL REVENUE	0.00	364,371.48	0.00	0.00	-364,371.48
6	SSA ONE BOND & INTEREST	0.00	160,104.03	320,050.00	50.02	159,945.97
7	POLICE PENSION	81,592.52	192,798.61	0.00	0.00	-192,798.61
8	SSA ONE PROJECT	0.00	14.44	100.00	14.44	85.56
9	WATER CAPITAL IMPROVEMENTS	0.00	3.81	282,612.00	0.00	282,608.19
10	CAPITAL PROJECT	29,500.30	29,549.39	1,000.00	2,954.94	-28,549.39
11	2008 BOND	0.00	38,371.88	156,744.00	24.48	118,372.12
	TOTALS ALL FUNDS	952,965.25	3,192,827.46	10,634,154.00	30.02	7,441,326.54

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR JULY, 2011  
GENERAL CORPORATE FUND

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ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD &amp; CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	4,104.27	9,828.12	25.87	37,995.00	28,166.88	12.93	75,990.00
01-05-420-3	COMMUNITY RELATIONS	0.00	355.00	35.50	1,000.00	645.00	17.75	2,000.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	4,104.27	10,183.12	26.11	38,995.00	28,811.88	13.06	77,990.00
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	0.00	0.00	0.00	12,750.00	12,750.00	0.00	25,500.00
01-07-440-5	OTHER	0.00	0.00	0.00	10,500.00	10,500.00	0.00	21,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	0.00	0.00	0.00	23,250.00	23,250.00	0.00	46,500.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	38,500.09	109,429.91	2.90	3,778,665.00	3,669,235.09	1.45	7,557,330.00
01-10-460-3	DATA PROCESSING	346.88	908.88	16.09	5,650.00	4,741.12	8.04	11,300.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	6,237.58	13,414.90	26.29	51,020.00	37,605.10	13.15	102,040.00
01-10-470-2	LEGAL SERVICES	33,730.40	48,237.40	29.72	162,333.00	114,095.60	14.86	324,666.00
01-10-471-2	FINANCIAL AUDIT	0.00	3,208.50	27.31	11,750.00	8,541.50	13.65	23,500.00
01-10-475-3	COMMUNITY RELATIONS	757.16	3,811.36	71.78	5,310.00	1,498.64	35.89	10,620.00
01-10-480-2	RISK MANAGEMENT	0.00	0.00	0.00	216,325.00	216,325.00	0.00	432,650.00
01-10-485-6	CAPITAL IMPROVEMENTS	10,059.47	29,186.47	61.36	47,564.00	18,377.53	30.68	95,128.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	89,631.58	208,197.42	4.87	4,278,617.00	4,070,419.58	2.43	8,557,234.00
<u>PLANNING &amp; ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	4,144.03	10,256.09	15.20	67,484.00	57,227.91	7.60	134,968.00
01-15-515-4	DATA PROCESSING	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-520-2	ENGINEERING	1,954.95	9,013.45	13.08	68,900.00	59,886.55	6.54	137,800.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	166.00	166.00	0.00	332.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	6,098.98	19,269.54	13.61	141,550.00	122,280.46	6.81	283,100.00
<u>PARKS &amp; RECREATION DEPT</u>								
01-20-550-3	ADMINISTRATION	6,585.33	14,722.98	25.98	56,670.00	41,947.02	12.99	113,340.00
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	4,967.50	16,367.19	21.68	75,500.00	59,132.81	10.84	151,000.00
01-20-570-4	MAINTENANCE	5,209.55	14,171.85	38.31	36,994.00	22,822.15	19.15	73,988.00
01-20-575-5	SUMMER PROGRAM	1,892.25	3,741.69	21.42	17,466.00	13,724.31	10.71	34,932.00
01-20-580-5	FALL PROGRAM	0.00	0.00	0.00	8,474.00	8,474.00	0.00	16,948.00
01-20-585-5	WINTER PROGRAM	2,464.58	4,215.72	25.07	16,814.00	12,598.28	12.54	33,628.00
01-20-590-5	SPECIAL RECREATION SERVICES	17,603.61	17,603.61	32.69	53,843.00	36,239.39	16.35	107,686.00
01-20-595-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	46,222.00	46,222.00	0.00	92,444.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	38,722.82	70,823.04	22.52	314,483.00	243,659.96	11.26	628,966.00
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	12,519.41	30,000.89	23.85	125,764.00	95,763.11	11.93	251,528.00



VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2011  
 GENERAL CORPORATE FUND

PRCT. OF YR: 25  
 RUN: 08/03/11 2:47PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	661,052.30	1,680,467.09	16.00	10,505,866.00	8,825,398.91	8.00	21,011,732.00

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR JULY, 2011

PRCT. OF YR: 25  
RUN: 08/03/11 2:47PM

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WATER FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER DEPARTMENT</u>								
02-50-401-4	ADMINISTRATION	30,712.58	74,236.47	29.19	254,317.00	180,080.53	14.60	508,634.00
02-50-405-2	ENGINEERING	0.00	0.00	0.00	2,575.00	2,575.00	0.00	5,150.00
02-50-410-5	INTERFUND TRANSFERS	32,926.25	111,057.73	15.28	726,833.00	615,775.27	7.64	1,453,666.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02-50-417-4	EDP	234.87	5,767.37	39.71	14,525.00	8,757.63	19.85	29,050.00
02-50-420-5	WATER PRODUCTION	74,597.33	204,506.14	26.06	784,878.00	580,371.86	13.03	1,569,756.00
02-50-425-4	WATER STORAGE	0.00	1,716.15	29.85	5,750.00	4,033.85	14.92	11,500.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	970.48	4,184.84	6.75	62,005.00	57,820.16	3.37	124,010.00
02-50-435-4	METERS & BILLING	1,430.98	5,297.47	57.21	9,260.00	3,962.53	28.60	18,520.00
02-50-440-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	62,331.00	62,331.00	0.00	124,662.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	WATER DEPARTMENT	140,872.49	406,766.17	21.16	1,922,474.00	1,515,707.83	10.58	3,844,948.00
***TOTAL	WATER FUND	140,872.49	406,766.17	21.16	1,922,474.00	1,515,707.83	10.58	3,844,948.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2011  
 HOTEL/MOTEL TAX FUND

PRCT. OF YR: 25  
 RUN: 08/03/11 2:47PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	2,003.08	2,003.08	16.39	12,220.00	10,216.92	8.20	24,440.00
03-53-435-3	PUBLIC RELATIONS & PROMOTION	6,960.15	10,221.59	22.22	46,000.00	35,778.41	11.11	92,000.00
03-53-436-3	SPECIAL EVENTS	0.00	0.00	0.00	5,000.00	5,000.00	0.00	10,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	8,963.23	12,224.67	19.34	63,220.00	50,995.33	9.67	126,440.00
***TOTAL	HOTEL/MOTEL TAX FUND	8,963.23	12,224.67	19.34	63,220.00	50,995.33	9.67	126,440.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2011  
 MOTOR FUEL TAX FUND

PRCT. OF YR: 25  
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ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	325,000.00	325,000.00	0.00	650,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	0.00	0.00	0.00	325,000.00	325,000.00	0.00	650,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	0.00	0.00	325,000.00	325,000.00	0.00	650,000.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2011  
 T I F SPECIAL REVENUE FUND

PRCT. OF YR: 25  
 RUN: 08/03/11 2:47PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	0.00	39,410.40	0.00	0.00	-39,410.40	0.00	0.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	324,889.60	0.00	0.00	-324,889.60	0.00	0.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	T I F SPECIAL REVENUE FUND	0.00	364,300.00	0.00	0.00	-364,300.00	0.00	0.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2011

PRCT. OF YR: 25  
 RUN: 08/03/11 2:47PM

SSA ONE BOND FUND

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ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>SSA BOND</u>							
06-60-550-4	DEBT SERVICE	0.00	105,025.00	32.82	320,050.00	215,025.00	16.41	640,100.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	105,025.00	32.82	320,050.00	215,025.00	16.41	640,100.00
***TOTAL	SSA ONE BOND FUND	0.00	105,025.00	32.82	320,050.00	215,025.00	16.41	640,100.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2011  
 POLICE PENSION FUND

PRCT. OF YR: 25  
 RUN: 08/03/11 2:47PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	24,833.12	84,558.56	21.87	386,696.00	302,137.44	10.93	773,392.00
***TOTAL	POLICE PENSION FUND	24,833.12	84,558.56	21.87	386,696.00	302,137.44	10.93	773,392.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2011  
 SSA ONE PROJECT FUND

PRCT. OF YR: 25  
 RUN: 08/03/11 2:47PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>BUILDING AND ZONING DEPT</u>							
08-40-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00
**TOTAL	BUILDING AND ZONING DEPT	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00
	<u>SSA ONE PROJECT</u>							
08-63-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08-63-445-6	PUBLIC IMPROVEMENTS	0.00	0.00	0.00	51,538.00	51,538.00	0.00	103,076.00
08-63-555-7	SSA ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA ONE PROJECT	0.00	0.00	0.00	51,538.00	51,538.00	0.00	103,076.00
***TOTAL	SSA ONE PROJECT FUND	0.00	0.00	0.00	53,538.00	53,538.00	0.00	103,076.00

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR JULY, 2011  
WATER CAPITAL IMPROVEMENTS FUND

PRCT. OF YR: 25  
RUN: 08/03/11 2:47PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER CAPITAL IMPROVEMENTS</u>							
09-65-405-2	WATER CAPITAL IMPROV FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-440-6	CAPITAL IMPROVEMENTS	0.00	6,699.22	4.89	137,000.00	130,300.78	2.44	274,000.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	0.00	6,699.22	4.89	137,000.00	130,300.78	2.44	274,000.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	6,699.22	4.89	137,000.00	130,300.78	2.44	274,000.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2011

PRCT. OF YR: 25  
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CAPITAL PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>CAPITAL PROJECTS</u>							
10-68-430-5	CAPITAL PROJECTS FUND	0.00	12,990.98	21.65	60,000.00	47,009.02	10.83	120,000.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-545-4	75TH ST EXTENSION PROJECT	428.00	428.00	95.11	450.00	22.00	47.56	900.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	428.00	13,418.98	22.20	60,450.00	47,031.02	11.10	120,900.00
***TOTAL	CAPITAL PROJECT FUND	428.00	13,418.98	22.20	60,450.00	47,031.02	11.10	120,900.00

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR JULY, 2011  
2008 BOND FUND

PRCT. OF YR: 25  
RUN: 08/03/11 2:47PM

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ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
***TOTAL	2008 BOND FUND	0.00	38,371.88	24.48	156,744.00	118,372.12	12.24	313,488.00
	<u>FUND SUMMARY</u>							
1	GENERAL CORPORATE	661,052.30	1,680,467.09	16.00	10,505,866.00	8,825,398.91	8.00	21,011,732.00
2	WATER	140,872.49	406,766.17	21.16	1,922,474.00	1,515,707.83	10.58	3,844,948.00
3	HOTEL/MOTEL TAX	8,963.23	12,224.67	19.34	63,220.00	50,995.33	9.67	126,440.00
4	MOTOR FUEL TAX	0.00	0.00	0.00	325,000.00	325,000.00	0.00	650,000.00
5	T I F SPECIAL REVENUE	0.00	364,300.00	0.00	0.00	-364,300.00	0.00	0.00
6	SSA ONE BOND & INTEREST	0.00	105,025.00	32.82	320,050.00	215,025.00	16.41	640,100.00
7	POLICE PENSION	24,833.12	84,558.56	21.87	386,696.00	302,137.44	10.93	773,392.00
8	SSA ONE PROJECT	0.00	0.00	0.00	53,538.00	53,538.00	0.00	103,076.00
9	WATER CAPITAL IMPROVEMENTS	0.00	6,699.22	4.89	137,000.00	130,300.78	2.44	274,000.00
10	CAPITAL PROJECT	428.00	13,418.98	22.20	60,450.00	47,031.02	11.10	120,900.00
11	2008 BOND	0.00	38,371.88	24.48	156,744.00	118,372.12	12.24	313,488.00
	TOTALS ALL FUNDS	836,149.14	2,711,831.57	19.47	13,931,038.00	11,219,206.43	9.73	27,858,076.00

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

MONTH DIST	SALE MADE	FISCAL YEAR				
		07-08	08-09	09-10	10-11	11-12
MAY	FEB	\$ 196,248	\$ 230,603	\$ 216,102	\$ 223,555	\$ 254,811
JUNE	MAR	212,513	254,996	252,558	281,024	296,840
JULY	APR	218,275	250,123	239,611	259,844	281,808
AUG	MAY	256,375	303,260	278,006	284,173	
SEPT	JUNE	270,220	294,396	284,544	314,663	
OCT	JULY	231,584	277,421	269,750	276,383	
NOV	AUG	231,838	265,822	267,033	279,375	
DEC	SEPT	229,820	263,557	253,713	260,636	
JAN	OCT	233,691	238,194	236,393	273,809	
FEB	NOV	258,730	290,210	253,516	290,009	
MARCH	DEC	344,175	313,051	339,352	355,102	
APRIL	JAN	224,731	216,559	193,834	234,660	
TOTAL		\$ 2,908,200	\$ 3,198,192	\$ 3,084,413	\$ 3,333,234	\$ 833,459
MTH AVG		\$ 242,350	\$ 266,516	\$ 257,034	\$ 277,769	\$ 277,820

YEAR TO DATE LAST YEAR : \$ 764,424  
 YEAR TO DATE THIS YEAR : \$ 833,459  
 DIFFERENCE : \$ 69,035

PERCENTAGE OF INCREASE :

9.03%

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 3,217,250  
 PERCENTAGE OF YEAR COMPLETED : 25.00%  
 PERCENTAGE OF REVENUE TO DATE : 25.91%  
 PROJECTION OF ANNUAL REVENUE : \$ 3,634,259  
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 417,009  
 EST. PERCENT DIFF ACTUAL TO BUDGET 13.0%

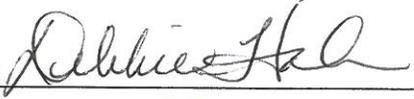
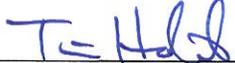
# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A PROCLAMATION DESIGNATING SEPTEMBER 17-23, 2011 AS CONSTITUTION WEEK IN THE VILLAGE OF WILLOWBROOK

**AGENDA NO.** 4f**AGENDA DATE:** 8/08/11**STAFF REVIEW:** Debbie Hahn**SIGNATURE:** **LEGAL REVIEW:** DNA**SIGNATURE:** N/A**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The first Resolution to observe Constitution Week was made on June 14, 1955 by Senator William F. Knowland of California. President Eisenhower issued his proclamation following the passage of the Resolution by both Houses of Congress on August 19, 1955. It was so popular that Senator Knowland introduced a Senate Joint Resolution to have the President designate September 17-23 annually as Constitution Week. It was signed into Public Law 915 on August 2, 1956.

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

The President and Board of Trustees adopt a Proclamation proclaiming September 17-23, 2011 as Constitution Week within the Village of Willowbrook.

**ACTION PROPOSED:** ADOPT THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, September 17, 2011, marks the two hundred twenty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, The Constitution is the foundation of all our rights and freedom as citizens of these United States; and

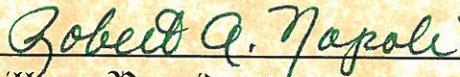
**WHEREAS**, Abraham Lincoln stated "Our safety, our liberty, depends upon preserving the Constitution of the United States as our fathers made it inviolate. The people of the United States are the rightful masters of both Congress and the courts, not to overthrow the Constitution, but to overthrow the men who pervert the Constitution"; and

**WHEREAS**, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE, I, ROBERT A. NAPOLI**, President of the Village of Willowbrook, do hereby proclaim the week of September 17 through 23, 2011 as Constitution Week in the Village of Willowbrook and ask our citizens to study the Constitution, reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves, and remember that lost rights may never be regained.

Proclaimed this 8<sup>th</sup> day of August, 2011.

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

Attest:

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

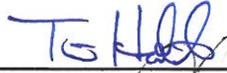
A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND MARK SHELTON AS ITS CHIEF OF POLICE

**AGENDA NO.** 6

**AGENDA DATE:** 8/8/11

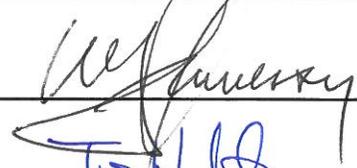
**STAFF REVIEW:** Tim Halik,  
Village Administrator

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



**LEGAL REVIEW:** William Hennessy,  
Village Attorney

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



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

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



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

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

In accordance with the recent Board action to reduce the number of police commanders within the Willowbrook police department, and the pending further reduction of one (1) additional police commander position on or before April 1, 2012, it is necessary to amend the Village's current Employment Agreement with Chief Shelton to reflect those changes in the composition of the department.

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

Chief Shelton's current Employment Agreement (copy attached) contains language allowing him to revert to his previous rank of commander should he ever be terminated by the Village from his position as police chief. Given the recent reduction in the number of commanders as a result of retirements, and the pending retirement of the sole remaining commander, there is no longer a rank of commander to revert to. As a result, the Amendment to the Agreement serves to revise the reversion to the rank of sergeant, rather than commander.

Chief Shelton has reviewed the Amendment to the Agreement and has signed accepting the changes.

**ACTION PROPOSED:**

Adopt the resolution.

RESOLUTION NO. 10-R-19

A RESOLUTION AUTHORIZING THE PRESIDENT AND  
VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT  
AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND  
MARK SHELTON AS ITS CHIEF OF POLICE

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WHEREAS, the Village of Willowbrook has retained the services of Mark Shelton as its Chief of Police; and,

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

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President is hereby authorized to execute and the Village Clerk is hereby directed to attest to the Agreement appended hereto as Exhibit "A", defining the Village's employment relationship with Mark Shelton as its Chief of Police.

ADOPTED AND APPROVED on this 12<sup>th</sup> day of April 2010.

APPROVED:

Robert A. Napoli

Village President

ATTEST:

Leroy R. Hanson

Village Clerk

ROLL CALL VOTE:

AYES: 5 BAKER, KELLY, MISTELE, SCHENBERG, O'CONNOR

NAYS: 0 NONE

ABSTENTIONS: 0 NONE

ABSENT: 0 NONE

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into effective as of the 12<sup>th</sup> day of April, 2010, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and MARK SHELTON, a sworn member of the Willowbrook Police Department (sometimes hereinafter referred to as the "EMPLOYEE"):

**WITNESSETH:**

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Chief of Police of the VILLAGE, as such position is provided for by the Village Code of the Village of Willowbrook; and,

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

**WHEREAS**, the purposes of this Agreement are:

1. To secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;

4. To provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

**WHEREAS**, EMPLOYEE desires to be employed as Chief of Police of the VILLAGE upon the terms and conditions hereinafter set forth.

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

**SECTION ONE: EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE, a sworn member of the Willowbrook Police Department, to the office of Chief of Police of the VILLAGE to perform the functions and duties of said office in accordance with the Village Code of the Village of Willowbrook and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Chief of Police. The EMPLOYEE shall periodically attend such meetings and make such written and oral reports and recommendations as the President, Village Board or Village Administrator may require. He shall report to and follow such directions as the Village President or Village Administrator may from time to time provide. He shall maintain regular office hours as may from time to time be approved by the Village President.

**SECTION TWO: TERM, EXTENSION & REVERSION :** The term of this Agreement shall commence effective as of April 12, 2010, and shall terminate on the last day of the term of the incumbent Village President unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Village President's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to this Agreement, be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event that no such new Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Chief of Police shall, without more, cease and terminate; *provided*, that should the EMPLOYEE hereafter voluntarily resign, be terminated by the VILLAGE *without cause* or be otherwise terminated by the VILLAGE solely by reason of the expiration of the term of this Agreement prior to having obtained eligibility to retire on pension, he shall then, if he so desires, revert to, and be established in, the Commander rank he held prior to his previous appointment as Deputy Chief of Police and, thereafter, he shall be entitled to all the benefits and emoluments of such prior rank without regard to whether a vacancy then exists in such rank; and, *provided further*, that should the EMPLOYEE hereafter be terminated by the VILLAGE *with cause*, for the commission of such acts or omissions as would justify his termination as a sworn police officer under Illinois common law, he shall then forfeit his position as Chief of Police, together with any rights or privileges attendant thereto, including the right to revert to his former Commander rank.

**SECTION THREE:      TERMINATION AND SEVERANCE PAY:**

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the Village of Willowbrook and it is further expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of the Board of Police Commissioners of the Village of Willowbrook.

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

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

1.      Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position or substantially all of his responsibilities of Chief of Police;
2.      Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3.      Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,

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

Unless the EMPLOYEE is terminated **“with cause”**, he shall have the right, if he so elects, to revert to his former rank of Commander. In the event of such a **“with cause”** termination, **“cause”** shall be for all such acts or omissions of the EMPLOYEE as would justify his termination as a sworn police officer under Illinois common law.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above and he elects not to revert to his prior Commander rank, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to three (3) months of the EMPLOYEE'S annual salary at the time of termination. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Eight and Ten for a period of three (3) months from and after the date of termination. Alternatively, should the EMPLOYEE elect to revert to his prior Commander rank following his termination by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE shall not be obligated to pay the said severance pay and benefits otherwise provided for herein.

Notwithstanding the foregoing, the VILLAGE shall also not be obligated to pay the severance pay and severance benefits provided for herein if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE. The severance and benefit provisions of this subparagraph C do not apply should the President and Board of Trustees elect not to renew this Agreement.

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

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

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy. In the event of termination pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided

herein; additionally, the EMPLOYEE, having abandoned his office, shall have no right to revert to his prior rank.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to himself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the benefits provided herein; further, the EMPLOYEE, having been so convicted, shall have no right to revert to his prior rank.

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

withheld subsequent to his indictment or arrest and including the forfeiture of the right to revert to his prior rank.

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

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

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor provide the benefits provided in this Agreement; further, in such an event, the EMPLOYEE shall have no right to revert to his prior rank.

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

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

**SECTION FOUR:**    **SALARY:**    The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary of ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED DOLLARS EXACTLY (\$116,500.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, provided that the VILLAGE agrees to review and consider increasing EMPLOYEE'S base salary in accordance with the salary guidelines set forth in the "Village Personnel Manual" adopted by the President and Board of Trustees.

**SECTION FIVE:**    **EXTENT OF SERVICES - OUTSIDE ACTIVITIES:**

EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village President.

**SECTION SIX:**    **AUTOMOBILE:**    EMPLOYEE'S duties require that he shall have the exclusive and unrestricted use at all time during his employment with the VILLAGE of an automobile which shall be provided to him by the VILLAGE. Personal use of the automobile shall be consistent with the "Personnel Manual" as amended from time to time. The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the Village President.

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

**SECTION SEVEN:**    **EMPLOYEE'S EXPENSES:**    The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the Chief of Police, including but not limited to, business expenses, professional dues and subscriptions, educational expenses, travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Personnel Manual". In addition, the VILLAGE agrees to provide EMPLOYEE with an annual clothing allowance for duty-related apparel in the amount of Seven Hundred Fifty Dollars (\$750.00)

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

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

**SECTION TEN:**    **RETIREMENT:**    The EMPLOYEE is a member of the Willowbrook Police Officers Pension Fund. Contributions will continue during term of employment of the EMPLOYEE by the VILLAGE as provided by law.

**SECTION ELEVEN:**    **VACATION & SICK LEAVE:** EMPLOYEE shall be entitled to all vacation and sick leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK.

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

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at [REDACTED] [REDACTED] without the approval of the Village President.

**SECTION THIRTEEN:**    **GENERAL PROVISIONS:**

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be

binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

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

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

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

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

2. **EMPLOYEE** at:  


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

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

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seals this 12<sup>th</sup> day of April, 2010.

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

By: Robert A. Napoli  
Village President

**ATTEST:**

Luoy R Hansen  
Village Clerk

Mark Shelton  
Mark Shelton

RESOLUTION NO. 11-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND  
VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT  
AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND  
MARK SHELTON AS ITS CHIEF OF POLICE

**WHEREAS**, the Village of Willowbrook has previously retained the services of MARK SHELTON as its CHIEF OF POLICE; and,

**WHEREAS**, the President and Board of Trustees of the Village of Willowbrook, as a result of recent changes in the composition of the Willowbrook Police Department, have determined that it is in the best interests of the Village to amend the current Employment Agreement with MARK SHELTON in order to properly reflect those changes in accordance with the copy of the Amendment to the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President is hereby authorized to execute and the Village Clerk is hereby directed to attest to the Amendment to the Agreement appended hereto as Exhibit "A", which is intended to properly reflect the changes which have occurred in the department composition and thereby ensuring that the intent of the Village's employment relationship with MARK SHELTON as its CHIEF OF POLICE continues.

**ADOPTED AND APPROVED** on this 8<sup>th</sup> day of August, 2011.

**APPROVED:**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:**

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

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

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

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

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

**Amendment to the Employment  
Agreement dated April 12, 2010  
By and Between the Village of  
Willowbrook and Mark Shelton**

1. The Village of Willowbrook and Mark Shelton hereby amend the Employment Agreement of April 12, 2010 retaining Mark Shelton as the Village's Chief of Police.
2. The said parties hereby agree that Section Two and Section Three B of said Agreement be amended in the following respects: (a) by the deletion of certain words in the original text of said Sections by means of a strike line drawn through said words, and (b) by the substitution of other words for those so stricken by means of a line underscoring said substituted words.
3. That attached hereto and made a part hereof is the Amended Text of Section Two and Section Three B reflecting the parties' agreed amendment thereof.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seals this 8 day of ~~July~~ <sup>AUGUST</sup>, 2011.

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

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

**Robert A. Napoli, Village President**

**ATTEST:**

\_\_\_\_\_  
**Leroy R. Hansen, Village Clerk**

  
\_\_\_\_\_  
**Mark Shelton**

**AMENDED BY AGREEMENT**

**SECTION TWO: TERM, EXTENSION & REVERSION :** The term of this Agreement shall commence effective as of April 12, 2010, and shall terminate on the last day of the term of the incumbent Village President unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Village President's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to this Agreement, be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event that no such new Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Chief of Police shall, without more, cease and terminate; *provided*, that should the EMPLOYEE hereafter voluntarily resign, be terminated by the VILLAGE *without cause* or be otherwise terminated by the VILLAGE solely by reason of the expiration of the term of this Agreement prior to having obtained eligibility to retire on pension, he shall then, if he so desires, revert to, and be established in, the ~~Commander rank he held prior to his previous appointment as Deputy Chief of Police~~ rank of Sergeant and, thereafter, he shall be entitled to all the benefits and emoluments of ~~such prior said~~ rank without regard to whether a vacancy then exists in such rank; and, *provided further*, that should the EMPLOYEE hereafter be terminated by the VILLAGE *with cause*, for the commission of such acts or omissions as would justify his termination as a sworn police officer under Illinois common law, he shall then forfeit his position as Chief of Police, together with any rights or privileges attendant thereto, including the right to revert to ~~his former Commander rank~~ the rank of Sergeant.

WTS  
7-25-11

## AMENDED BY AGREEMENT

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

Unless the EMPLOYEE is terminated **"with cause"**, he shall have the right, if he so elects, to revert to ~~his former rank of Commander~~ the rank of Sergeant. In the event of such a **"with cause"** termination, **"cause"** shall be for all such acts or omissions of the EMPLOYEE as would justify his termination as a sworn police officer under Illinois common law.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above and he elects not to revert to ~~his prior Commander rank~~ the rank of Sergeant, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to three (3) months of the EMPLOYEE'S annual salary at the time of termination. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Eight and Ten for a period of three (3) months from and after the date of termination. Alternatively, should the EMPLOYEE elect to revert to ~~his prior Commander rank~~ the rank of Sergeant following his termination by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE shall not be obligated to pay the said severance pay and benefits otherwise provided for herein.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

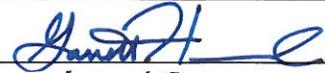
### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** RESOLUTION – A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT FOR SCAVENGER SERVICES WITH REPUBLIC SERVICES, INC.

**AGENDA NO.** 7

**AGENDA DATE:** 8/8/2011

**STAFF REVIEW:** Garrett Hummel

**SIGNATURE:** 

**LEGAL REVIEW:** William Hennessy

**SIGNATURE:** 

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** 

**REVIEWED & APPROVED BY COMMITTEE:** YES  N/A

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

The Village of Willowbrook currently has an exclusive agreement with Republic Services, previously ARC Disposal, to provide scavenger services for the 1,300 single-family residences using a toter-based collection system. Scavenger services include the removal of any waste ranging from garbage to recycling to yard waste. The current agreement is set to expire on December 1, 2011. Within the 2007 contract there was a renewal clause which allows for an extension of up to 4 years.

In 2007, the Village entered into a 4-year contract with ARC Disposal for its single-family refuse collection needs. The agreement with ARC was the Village's first contract incorporating the use of a toter-based collection system. The change to the toter system from the previous volume-based sticker program was met with some resistance. The main sources of resistance were elderly residents who did not produce much garbage. In response to resident complaints, Village staff requested Republic include a senior discount rate in an attempt to lessen the cost burden on seniors. Republic submitted a proposal for a contract renewal with several changes highlighted below.

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

Republic's 4-Year Extension Proposal: (See attached table for breakdown of price increases)

- Average price increase per year = 2.8%
- New Senior Discount Rate = 10% Off Regular 35-Gallon Toter Rate
- Inclusion of a Fuel Adjustment Surcharge and a "Change of Law" Stipulation

Based on a recent refuse survey, the proposed price increases of around 2.8% appear to be well below the contracted price increases of other suburban communities who average between 4% - 6%.

The inclusion of a fuel adjustment surcharge is a clause that would allow Republic to request a price increase if diesel prices were to exceed a specific threshold for a specific amount of time. The fuel surcharge has become more common in recent municipal refuse contracts due to the volatile nature of fuel prices. The "Change in Law" stipulation is also another protection issue for the refuse collection companies which allows for the contractor to meet with the Village and discuss rates in the event a law is passed that greatly affects the contractor's ability to conduct business.

During the previous contract, Republic Services demonstrated their ability to satisfy the Village's scavenger needs. In addition, Republic has been quick and reliable in addressing concerns from both residents and Village staff. Staff would recommend a 4-year contract renewal with Republic Services.

**ACTION PROPOSED:** ADOPT THE RESOLUTION

## GENERAL PRICE QUOTATION SHEET

<b>Cart Services</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
35 gallon (per month) garbage and recycling carts	\$17.73 (0%)	\$18.17 (2.5%)	\$18.72 (3.0%)	\$19.33 (3.25%)
65 gallon (per month) garbage and recycling carts	\$18.80 (2.5%)	\$19.27 (2.5%)	\$19.85 (3.0%)	\$20.49 (3.25%)
95 gallon (per month) garbage and recycling carts	\$19.43 (2.5%)	\$19.92 (2.5%)	\$20.51 (3.0%)	\$21.18 (3.25%)
35 gallon (per month) garbage and recycling carts- Senior Rate	\$15.96	\$16.36	\$16.85	\$17.39
Refuse/yard waste Stickers (per sticker)	\$2.90 (3.5%)	\$3.00 (3.5%)	\$3.00 (0%)	\$3.00 (0%)
<b>Optional Yard Waste Cart Service</b>				
35 gallon (per month during the yard waste season)	\$18.00 (0%)	\$18.45 (2.5%)	\$19.00 (3.0%)	\$19.62 (3.25%)
65 gallon (per month during the yard waste season)	\$21.10 (2.5%)	\$21.63 (2.5%)	\$22.28 (3.0%)	\$23.00 (3.25%)
95 gallon (per month during the yard waste season)	\$23.75 (2.5%)	\$24.34 (2.5%)	\$25.07 (3.0%)	\$25.89 (3.25%)
White Goods (cost per item)	\$25.00 (\$0 Inc.)	\$25.00 (\$0 Inc.)	\$30.00 (\$5 Inc.)	\$30.00 (\$0 Inc.)
Special Collection Charge (per cubic yard)	\$15.00 (\$2 Inc.)	\$16.00 (\$1 Inc.)	\$17.00 (\$1 Inc.)	\$18.00 (\$1 Inc.)
Charge to exchange carts (after initial exchange within first 90 days)	\$25.00 (\$5 Inc.)	\$25.00 (\$0 Inc.)	\$25.00 (\$0 Inc.)	\$25.00 (\$0 Inc.)
Rental of Compactor Truck (per hour)	\$150.00	\$150.00	\$150.00	\$150.00







MONTHLY RATES IN FUTURE CONTRACT YEARS & PERCENT INCREASE OVER PREVIOUS YEAR

		5/1/2012	5/1/2013	5/1/2014	5/1/2015	5/1/2016
	WHITE GOODS					
	SENIOR DISCOUNT					
<b>Warrenville</b>	<b>Hauler: WASTE MGMT</b>					
	REFUSE	\$	\$	\$	\$	%
	RECYCLING	\$2.86	\$2.97			4%
	YARD WASTE					
	YARD WASTE	\$2.86	\$2.97			4%
	LARGE BULK	\$20.00	\$20.00			0%
	WHITE GOODS	\$25.00	\$25.00			0%
	SENIOR DISCOUNT	N/A	N/A			
<b>Wheaton</b>	<b>Hauler: VEOLIA</b>					
	REFUSE	\$	\$	\$	\$	%
	RECYCLING	\$3.33	\$3.48			4.5%
	YARD WASTE					
	YARD WASTE	\$3.33	\$3.33			0.0%
	LARGE BULK					
	WHITE GOODS					
	SENIOR DISCOUNT					
<b>Winfield</b>	<b>Hauler: WASTE MGMT</b>					
	REFUSE	\$	\$	\$	\$	%
	RECYCLING	\$3.18	\$3.34			5%
	YARD WASTE					
	YARD WASTE	\$3.18	\$3.34			5%
	LARGE BULK					
	WHITE GOODS	\$3.18	\$3.34			5%
	SENIOR DISCOUNT	\$2.86	\$3.00			4.90%
<b>Wood Dale</b>	<b>Hauler: REPUBLIC</b>					
	REFUSE	\$	\$	\$	\$	%
	RECYCLING	\$15.27	\$15.95	\$16.67	\$17.42	4.5%
	YARD WASTE	\$3.85	\$4.02	\$4.20	\$4.39	4.5%
	YARD WASTE	\$3.80	\$3.97	\$4.15	\$4.34	4.5%
	LARGE BULK					4.6%
						4.6%

MONTHLY RATES IN FUTURE CONTRACT YEARS & PERCENT INCREASE OVER PREVIOUS YEAR

	5/1/2012	5/1/2013	5/1/2014	5/1/2015	5/1/2016
WHITE GOODS					
SENIOR DISCOUNT					
<b>Woodridge</b>					
Hauler: WASTE MGMT	\$	\$	\$	\$	\$
REFUSE	4.18%	4.32%	4.44%	4.53%	4.34%
RECYCLING					
YARD WASTE	\$3.24	\$3.38	\$3.53	\$3.69	\$3.85
LARGE BULK	4.18%	4.32%	4.44%	4.53%	4.34%
WHITE GOODS	1 sticker				
SENIOR DISCOUNT	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
	N/A	N/A	N/A	N/A	N/A

RESOLUTION NO. 11-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT FOR SCAVENGER SERVICES WITH REPUBLIC SERVICES, INC.

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NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same is hereby authorized to enter into an Agreement for Scavenger Services between the Village of Willowbrook, Illinois and Republic Services, Inc., in substantially the form attached hereto and incorporated herein as Exhibit "A"..

ADOPTED and APPROVED this 8th day of August, 2011.

APPROVED:

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

ATTEST:

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

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

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

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

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

**AGREEMENT FOR SCAVENGER SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into as of this 8th day of August, 2011, by and between the VILLAGE OF WILLOWBROOK, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and Allied Waste Services of North America LLC, doing business as Republic Services of Melrose Park//Allied Waste Services of Melrose Park, a corporation authorized to do business in the State of Illinois (hereinafter referred to as "CONTRACTOR"):

WHEREAS, the VILLAGE is authorized by statute to contract for the collection and disposal of refuse and recyclable materials; and

WHEREAS, the VILLAGE and the CONTRACTOR had entered into an Agreement for Scavenger Services on the 27<sup>th</sup> day of August 2007 that allows for an extension of up to four years; and

WHEREAS, the CONTRACTOR has submitted a proposal for an extension of the Agreement for Scavenger Services; and

WHEREAS, the VILLAGE has determined, after substantial study and negotiation that a proposal by CONTRACTOR is in the best interest of, and most favorable to the VILLAGE; and

WHEREAS, the VILLAGE has negotiated an agreement with the CONTRACTOR that is mutually acceptable to the VILLAGE and to the CONTRACTOR; and

WHEREAS, the CONTRACTOR acknowledges that this Agreement is specifically for single family residential scavenger services as defined herein, and that it is the intent of the VILLAGE to license multiple scavenger firms to collect garbage, landscape waste and recyclables from industrial, commercial, institutional and multiple family dwellings.

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. GENERAL

- A. The VILLAGE hereby grants to the CONTRACTOR the exclusive right, privilege and license to provide single family residential scavenger service within the corporate limits of the VILLAGE, beginning on January 1, 2012, until and through December 31, 2015, unless and until extended,

cancelled or terminated as otherwise provided herein. The CONTRACTOR agrees to pay the annual license fee as set forth in the Village Code. This Agreement shall not include any scavenger service other than single family residential scavenger service as defined herein.

- B. Upon the mutual written consent of both the VILLAGE and the CONTRACTOR, this Agreement may be extended beyond its term provided the agreement for the extension is made at least six (6) months prior to December 31, 2015. The Agreement may be extended for a period of no more than four (4) years from the date of expiration. All amendments and changes to the agreement shall be made in writing and shall be agreed upon by both the VILLAGE and the CONTRACTOR.
- C. The CONTRACTOR agrees to provide single family residential scavenger service within the corporate limits of the VILLAGE pursuant to the terms and conditions contained herein.
- D. The CONTRACTOR shall develop a Public Awareness Program to inform all participating Willowbrook residents of all aspects of the scavenger services program outlined in this Agreement. The Public Awareness Program shall include at a minimum the development of an informational brochure, provided at no cost to the VILLAGE, to be delivered to all program participants. The CONTRACTOR shall also supply additional copies of the informational brochure to the VILLAGE. The contents of the informational brochure shall be mutually agreed upon by the CONTRACTOR and the VILLAGE. All costs associated with production and distribution of the informational brochure including, but not limited to, typesetting, printing, and postage, shall be the responsibility of the CONTRACTOR.

Upon request by the VILLAGE, the CONTRACTOR shall provide personnel for presentations at meetings or other similar gatherings to explain and reinforce the collection program throughout the term of the Agreement.

The VILLAGE retains the right to approve all materials to be delivered by the CONTRACTOR to program participants including, but not limited to, door hangers, leaflets, fliers, etc.

The VILLAGE shall supply the CONTRACTOR with an updated list of addresses of all single family residences affected by the Agreement to be used solely by the CONTRACTOR for publications related to the Agreement and for billing customers as outlined in Article VI.

- E. For purposes of this Agreement, the following definitions shall apply:

Aluminum formed containers/wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Amnesty Day collection: A once per year collection where residents can place at the curb, in excess of their cart, an unlimited amount of properly prepared refuse and not be required to affix stickers to the excess refuse material. The CONTRACTOR and the VILLAGE shall agree upon the date of said collection.

Approved excess garbage container:

1. Garbage can: A plastic or galvanized metal can of a type commonly sold as a garbage can of capacity not less than four (4) gallons and not to exceed thirty two (32) gallons, and each such garbage can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top. No garbage can shall exceed fifty (50) pounds in weight when filled.
2. Garbage bag: A plastic bag with a capacity not to exceed thirty three (33) gallons in size and weighing no more than fifty (50) pounds when filled.

Approved garbage container: The only approved garbage container is a CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container, or cart, with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.

Approved recyclable container: The only approved recyclable container is a thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container, or cart, with a tight-fitting top requiring a semi-automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.

Approved yard waste containers:

1. Kraft paper bags: Special biodegradable thirty (30) gallon paper bags, which shred and degrade quickly in the composting process. The bags shall not be chemically treated with toxic chemicals to inhibit bag content degradation.
2. Cart: A CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.
3. Bundles: Any material allowed under the definition of hard landscape waste, such as limbs, branches or other loose items which do not

exceed five feet (5') in length or fifty (50) pounds in weight. Each branch shall not exceed four inches (4") in diameter and the bundle shall not exceed eighteen inches (18") in total diameter. Bundles must be securely tied with biodegradable natural fiber twine.

Biodegradable natural fiber twine: Twine that is chemically structured so that it rapidly decomposes primarily through the action of living soil-borne microorganisms (crickets, slugs, sowbugs, millipedes, etc.)

Bulk Item: Any item set forth as refuse which is too large to fit into a cart. Examples include sofas, large tables and chairs, dressers, televisions, bookcases, mattresses and box springs, other large household furniture, and large appliances, which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Cart: A CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR. Carts are the only approved refuse and recyclable containers.

Catalog: A book made from either glossy or non-glossy paper stock, which contains an itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Corrugated cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb and within the parkway area used for staging refuse, recyclables, and yard waste prior to collection thereof.

Direct mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondence.

Excess refuse: Any refuse that does not fit reasonably in the CONTRACTOR provided cart.

Frozen food packages: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage: Discarded materials resulting from the handling, cooking, spoilage and leftovers of foodstuffs, discarded food or food residues, and paper necessarily used for wrapping the same, and all types and kinds of waste materials from housekeeping activities, including but not limited to, ashes, metal, cans, bottles, books, glass, plastic, newspapers, boxes, cartons and small amounts of earth, rock or sod, small automobile parts and building materials, waste from residential type do-it-yourself projects, provided that all such materials are of a size sufficiently small to permit being placed in a cart, except those items which are banned from direct disposal into a landfill.

Garbage shall not include industrial wastes, waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, automobile parts (other than tires) or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the VILLAGE, Unacceptable Waste or other items which are banned from direct disposal into a landfill.

Hazardous waste: includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, including future amendments thereto, and any other applicable law.

Hard landscape waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

High density polyethylene (HDPE) blow molded containers: Milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other high density polyethylene (HDPE) containers: Margarine tubs, baby wipe containers, and other similar ejection molded containers used inside the home.

Household construction and demolition debris: Waste materials from “do-it-yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling,

lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Industrial wastes: Any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or other entity.

Juice boxes: Aseptic cartons consisting of high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Kraft bags: Special biodegradable thirty (30) gallon paper bags, which shred and degrade quickly in the composting process and are not chemically treated.

Kraft paper products: Mailing tubes, wrapping paper, and other similar Kraft type paper items.

Landscape waste: Hard landscape and soft landscape

LDPE: Low density polyethylene.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed papers: Stationery, direct mail, various office paper such as computer paper, notebook paper, typing paper, letterhead, index cards, file folders, envelopes, greeting cards, flyers, post-it notes, and other similar paper products.

Polyethylene terephthalate (PET) blow molded containers: Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

Other polyethylene terephthalate (PET) containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Properly prepared excess refuse: Excess refuse in an approved excess refuse container to which a refuse/yard waste sticker is affixed.

Properly prepared yard waste: Yard waste in an approved yard waste container to which a refuse/yard waste sticker is affixed.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream.

Recyclable materials shall include aluminum cans and foil, tin/steel/bi-metal cans, formed steel and aluminum containers, empty aerosol cans, empty metal paint cans and lids, colored and clear glass bottles, plastics #1-5 and #7 bottles and other rigid containers, newspaper, magazines, catalogs, telephone directories, paper bags , Kraft Paper Products, corrugated cardboard, chipboard, paperboard, Mixed Paper, wet strength carrier stock, Direct Mail, aseptic packaging, gable top containers, six pack rings, and any other items the VILLAGE and the CONTRACTOR agree to recycle in the future.

Recycling: The use, collection, and remanufacture or secondary materials as feedstock for the production of new materials or products.

Refuse: Household garbage, household construction and demolition debris, white goods, and bulk materials.

Refuse/yard waste sticker: A special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the CONTRACTOR to local retailers and the VILLAGE for sale to the public wherein the purchase price includes the CONTRACTOR'S total collection, processing and sale/disposal costs for yard waste and excess refuse.

Single family residence: A free-standing, detached, single family dwelling unit.

Single family residential scavenger service: The collection or disposal of refuse from single family residences.

Single stream recycling: The process in which all recyclable material is commingled into a single container, left at the curb to be collected by one truck and separated at the recyclable processing facility.

Soft landscape waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Steel aerosol cans: A hard, strong, durable container comprised of malleable alloys of iron and carbon encasing a gaseous suspension of fine solid or liquid particles. Any aerosol can set out for recycling must be empty.

Telephone directories: A book consisting of a cover made from one grade of paper and pages made from newsprint type grade paper on which names, addresses, and telephone numbers, advertisements, basic information and other information are printed.

Unacceptable Waste: Any Hazardous Waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or listed or characteristic hazardous Waste as defined by federal, state, local law or otherwise regulated waste.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen: i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste and soft landscape waste.

## II. SERVICE AND RATES

### A. Garbage Collection

1. The CONTRACTOR shall provide regular collection service once each week to each single family residence. Service shall be scheduled in various parts of the VILLAGE as set forth in "EXHIBIT B."

The CONTRACTOR shall collect and transport to an Illinois Environmental Protection Agency (IEPA), an Indiana Department of Environmental Management (IDEM) or a Wisconsin Department of Natural Resources (WDNR) permitted site all properly prepared refuse covered under this Agreement

2. The CONTRACTOR shall not be responsible for pick up of loose garbage deposited by residents, unless a special pickup is ordered. However, the CONTRACTOR shall be responsible for the pickup of loose garbage, recyclables and yard waste which may have been caused by negligence on the part of the CONTRACTOR to provide or properly service a container or collect bulk items.

In addition, the CONTRACTOR is responsible for completely emptying all containers and returning them to the parkway in a neat and orderly fashion. Furthermore, empty containers shall be returned to an upright position and grouped. The CONTRACTOR understands and agrees that the foregoing is a material term of this Agreement, and an important service delivery standard for the VILLAGE.

3. The CONTRACTOR'S employees shall provide collection services to the VILLAGE'S residents with as little noise, disturbance, and disruption as possible and shall not litter premises while in the process of making collections, or otherwise allow waste to blow, fall or spill from any vehicle used for collections. All containers shall be replaced immediately after emptying. The CONTRACTOR'S employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front or side yards or flower beds to adjoining premises, without the permission of the owner.
4. Garbage shall be collected in carts issued by the CONTRACTOR. Each single family residence shall be provided with two carts, one for garbage, and the other for recyclables. The CONTRACTOR shall be responsible for providing replacement carts. The CONTRACTOR shall provide each single family residence a choice between thirty-five (35) gallon, sixty-five (65) gallon, or ninety-five (95) gallon carts. If a single family residence does not make a selection that residence shall receive sixty-five (65) gallon carts.

Every residence shall be entitled to one (1) exchange of their current carts for different sized carts at no charge from the CONTRACTOR within thirty (30) days of their delivery. After thirty (30) days all residents shall be charged \$20.00 per exchange of carts.

Every single family residence within the VILLAGE that is governed by this Agreement is required to have a set of carts provided by the CONTRACTOR. No other containers are approved for the disposal of garbage or recyclables.

The VILLAGE reserves the right to approve the type, color and appearance of the garbage and recycling carts.

5. The cost to the residents for each thirty-five (35) gallon cart used for garbage shall not exceed \$17.73 per month until December 31,

2012, \$18.17 per month until December 31, 2013, \$18.72 per month until December 31, 2014 and \$19.33 per month until December 31, 2015.

The cost to the residents for each sixty-five (65) gallon cart used for garbage shall not exceed \$18.80 per month until December 31, 2012, \$19.27 per month until December 31, 2013, \$19.85 per month until December 31, 2014 and \$20.49 per month until December 31, 2015.

The cost to the residents for each ninety-five (95) gallon cart used for garbage shall not exceed \$19.43 per month until December 31, 2012, \$19.92 per month until December 31, 2013, \$20.51 per month until December 31, 2014 and \$21.18 per month until December 31, 2015.

6. The cost for residents in households headed by individuals 65 years old or older for each thirty-five (35) gallon cart used for garbage shall not exceed \$15.96 per month until December 31, 2012, \$16.36 per month until December 31, 2013, \$16.85 per month until December 31, 2014 and \$17.39 per month until December 31, 2015. To verify eligibility, the CONTRACTOR may require that the resident provide a copy of a driver's license or other state issued documentation.
7. Residents shall be allowed to place properly prepared bulk items for collection at the curb and shall not be required to sticker or be billed for the first bulk item. Each additional bulk item shall require one (1) refuse/yard waste sticker affixed thereto for collection.

The cost to residents of each refuse/yard waste sticker shall not exceed \$2.90 per sticker until December 31, 2012 and \$3.00 per sticker until December 31, 2015.

It is understood that stickers purchased by residents under the previous agreement and/or the previous year shall be honored by the CONTRACTOR throughout the entire term of this Agreement for the disposal of yard waste, bulk items, and excess garbage.

Local retailers and the VILLAGE shall sell the stickers to residents at the prices listed above. The CONTRACTOR shall be the sole distributor of stickers.

The CONTRACTOR shall be responsible for the printing of the stickers, which shall be designed to be of a "one-time use" variety.

8. Residents shall be allowed to place properly prepared excess garbage that does not fit reasonably in a cart at the curb for collection. Each properly prepared excess garbage container must have one (1) refuse/yard waste sticker affixed thereto for collection.
9. The CONTRACTOR shall be responsible for pickup of properly prepared bulk items, properly prepared excess garbage and white goods, on the same date as garbage collection.
10. All other solid waste material not otherwise provided for herein shall be collected and disposed of in unlimited quantity as a special pick-up. Such items shall include auto parts, large amounts of building materials (including, without limitation, lumber, structural steel, concrete, bricks and stone), pianos and such other bulky items that require more than one person to handle. Special pickup service shall be provided to single family residences at the request of the resident. The CONTRACTOR shall provide a telephone number at which it can be contacted regarding such special pickup, with the price defined in "EXHIBIT A" and the container size and pickup frequency to be determined by the CONTRACTOR and resident. Special pick-up service shall be provided after the resident and the CONTRACTOR have agreed to the terms, conditions, and time of the service. Residents may also contract with other licensed commercial haulers within the VILLAGE.
11. Unless specified otherwise by a resident, collection shall take place at the curbside.
12. Collection shall only occur between 7:00 a.m. and 5:00 p.m.
13. The CONTRACTOR shall furnish all scavenger services offered hereunder free of charge to all public buildings and park facilities under control of the VILLAGE during the term of this Agreement and during any extension of the term of this Agreement.
14. The CONTRACTOR shall provide scavenger services in emergencies as determined and declared by the VILLAGE to alleviate threats to public health, safety and welfare at a reasonable price mutually agreed upon by the VILLAGE and CONTRACTOR.
15. The CONTRACTOR shall provide scavenger services free of charge in conjunction with various community events conducted partially or fully on public property. Notwithstanding the

foregoing, the CONTRACTOR shall be responsible for providing scavenger services for no more than six (6) events per year.

16. The CONTRACTOR shall prepare and submit to the VILLAGE a monthly report accurately detailing:
  - a. The total weight of garbage collected and disposed of and the facility to which it was transported; and
  - b. The total weight of recyclables collected and disposed of and the facility to which it was transported; and
  - c. The total weight of landscape waste collected and disposed of and the facility to which it was transported; and
  - d. A comprehensive list of all complaints received and resolution of said complaints; and
  - e. Other data reasonably requested by the VILLAGE.
17. The CONTRACTOR shall provide at no cost to the residents or VILLAGE an annual "Amnesty Day" collection. The date and design of the collection shall be at the discretion of the VILLAGE. During the "Amnesty Day", residents governed by this Agreement shall be permitted to place material at the curb without the need for refuse/yard waste stickers. No material excluded under this Agreement shall be collected in conjunction with the "Amnesty Day".
18. In the event the VILLAGE should request the use of equipment from CONTRACTOR, the price shall be defined in "EXHIBIT A".

#### B. Recycling Collection

1. The CONTRACTOR shall collect properly prepared recyclables from each single family residence.
2. Recyclables shall be collected once each week at the curb of each single family residence on the same day as garbage collection from said single family residence.
3. Recyclables shall be collected in carts issued by the CONTRACTOR. Each single family residence shall be provided with a recycling cart by the CONTRACTOR at no additional charge to the resident or VILLAGE. The size of the recycling cart

shall be the same size as the garbage cart unless otherwise requested by the resident.

4. All recyclables shall be collected, separated and processed to facilitate the sale of recyclables to remanufacturers for post-consumer use. No materials collected as recyclables shall be deposited at a landfill or waste incinerator.
5. The CONTRACTOR shall be responsible for preparing and submitting to the VILLAGE a monthly report detailing monthly tonnage collected and other information as may be requested by the VILLAGE at the VILLAGE'S sole discretion.

#### C. Yard Waste Collection

1. Once each week during the yard waste collection season and coinciding with garbage collection, the CONTRACTOR shall collect from each single family residence all properly prepared yard waste. The yard waste collection season shall be April 1 to December 31 of each year during the term of this Agreement. The VILLAGE and the CONTRACTOR may mutually agree in writing to alter this yard waste collection season. No one branch or brush bundle shall exceed four feet (4') in length by two feet (2') in diameter, nor exceed fifty (50) pounds.
2. The price of each authorized refuse/yard waste sticker is outlined in A.7 and "EXHIBIT A".
3. Seasonal collection reports shall be furnished to the VILLAGE documenting the volume and tonnage of landscape waste collected.
4. Christmas trees left at the curbside through the third week of January of each year during the term of the Agreement, shall be collected at no cost to the resident or VILLAGE.

D. Unused sticker reimbursement: Upon cancellation, termination, or expiration of this Agreement, the CONTRACTOR shall, within sixty (60) days, reimburse the VILLAGE for the value of unused refuse/yard waste stickers returned to the VILLAGE within thirty (30) days of expiration of the Agreement. The requirements of this Subsection D shall survive, and shall be binding on and enforceable against the CONTRACTOR after the cancellation, termination, or expiration of this Agreement.

E. Fuel Adjustment: In the event that the average cost of diesel fuel for a period beginning August 1<sup>st</sup> and ending October 30<sup>th</sup> exceeds four and 25/100 dollars (\$4.25) per gallon (hereinafter referred to as "Fuel

Threshold”) after January 1, 2012, (hereinafter referred to as the “Fuel Expense Increase”), the Contractor may, at any time after the verification of said fuel Expense Increase, provide the Village with a written request for an increase in the monthly charges for collection, removal and disposal of municipal waste, recyclables and yard waste imposed hereunder (hereinafter the ‘Fuel Request”) effective on January 1<sup>st</sup>. Any such Fuel Request shall be in writing and shall provide, in detail, the following information:

- (1) The calculations relative to the price per gallon of diesel fuel during the period of August 1<sup>st</sup> through October 30<sup>th</sup>;
- (2) The calculations demonstrating how the Fuel Expense Increase impacts the cost of the services y the Contractor hereunder; and
- (3) The proposed revised month charges and sticker price as a result of the Fuel Expense Increase provided, however, that if the parties are unable to reach an agreement as tot eh amount of any increase then either party may cancel the Agreement upon 120 days notice to the other party.

Within thirty (30) days of the receipt of any such Fuel Request, the Village and the Contractor shall meet to discuss the Fuel Request and determine what revisions, if any, should be made to the monthly charges, as a result of any Fuel Request, (hereinafter referred to s the “Fuel Increase”), shall be mutually agreed upon, which the Village agrees to exercise in a reasonable manner.

The Fuel Threshold shall be adjusted annually. For the August to October 2013 measurement period, the Fuel Threshold is \$4.36 per gallon. For the August through October 2014 period the Fuel Threshold is \$4.47 per gallon.

In the event that the average cost of diesel fuel, during the period beginning August 1<sup>st</sup> and ending October 30<sup>th</sup> immediately following a fuel increase is less than the Fuel Threshold, the monthly charges shall be adjusted to eliminate the Fuel Increase on the following January 1<sup>st</sup>.

### III. COLLECTION

- A. The CONTRACTOR hereby acknowledges that certain holidays may fall upon those days otherwise designated for the collection of garbage, yard waste, and recyclables. In such an event, collection shall be delayed one (1) day during holiday weeks when a recognized holiday falls on a regular collection day. Recognized holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. Any material placed for collection, which is not properly prepared or consistent with the guidelines set forth herein, shall not be collected. A

self-adhesive “sorry note” is to be placed on the material stating the reason the material was not collected. The date, address, and reason that the “sorry note” was issued shall, at the VILLAGE’s request, be reported to the VILLAGE. The CONTRACTOR shall provide “sorry notes” at its own cost.

The CONTRACTOR shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, to handle inquiries and complaints connected with garbage, recycling and yard waste collections. All complaints shall receive prompt and courteous attention from the CONTRACTOR. Complaints alleging missed collections shall be investigated promptly and, if verified, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours of complaint.

- C. All complaints received by the CONTRACTOR and pertaining to the performance of this Agreement shall be given prompt and courteous attention. Any complaint received by the VILLAGE shall be faxed or otherwise transmitted to the CONTRACTOR. The CONTRACTOR shall provide the VILLAGE with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

Where any dispute arises between a customer and the CONTRACTOR, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Agreement or the like, the CONTRACTOR agrees that in the specific instance collection shall be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the VILLAGE so that the CONTRACTOR and the VILLAGE resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes or disagreements between customers and the CONTRACTOR’S employees, and to permit disputes/disagreements to be handled by mutual discussion between the CONTRACTOR and the VILLAGE.

If a missed pick-up is reported by the VILLAGE or a customer to the CONTRACTOR, the CONTRACTOR shall collect the garbage, recyclable material or landscape waste from such customer within one (1) business day of notification. All complaints other than missed pick-ups shall be resolved to the satisfaction of VILLAGE within two (2) business days. The CONTRACTOR shall provide monthly written reports to the VILLAGE regarding the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the VILLAGE for inspection and copying at any reasonable time.

The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the VILLAGE, or failure of the CONTRACTOR to carry out any of its contractual obligations such as but not limited to rude treatment, messy pick-ups, damage to persons or property and early start-up may be due cause for the VILLAGE to terminate this Agreement after CONTRACTOR has been provided with due notice and an opportunity to be heard.

The CONTRACTOR shall have the right to notify any customer of noncompliance with the applicable VILLAGE Code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The CONTRACTOR shall report any continuance of any such noncompliance to the VILLAGE.

- D. Services provided by the CONTRACTOR shall be performed at all times in a good, workman-like manner. The CONTRACTOR shall not damage any public or private property, real or personal. In the event of any accident involving persons or property within the VILLAGE, the CONTRACTOR shall immediately notify the VILLAGE and shall provide the VILLAGE with the date, time, location and general description of the accident.
- E. The CONTRACTOR shall furnish capable employees for use in the crews of the CONTRACTOR performing the services specified in this Agreement. The CONTRACTOR shall prohibit all drinking of alcoholic beverages and uses of controlled substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Agreement.

In the event that any of the CONTRACTOR'S employees is deemed by the VILLAGE to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or abusive or obnoxious behavior, the CONTRACTOR shall immediately remove such employee from work within the VILLAGE and replace him with a suitable and competent employee at no expense to the VILLAGE.

- F. Any and all refuse, yard waste or recycling carts reported by residents to be malfunctioning or in disrepair, damaged by the CONTRACTOR, or that show significant wear from regular handling shall be repaired or replaced at the expense of the CONTRACTOR within five (5) business days. Any and all resident owned garbage or yard waste containers that are damaged by the CONTRACTOR shall be repaired or replaced at the expense of the CONTRACTOR within five (5) business days.

- G. In furnishing single family residential scavenger services, the CONTRACTOR agrees to adhere to all Federal, State and Local laws, regulations and ordinances pertaining to refuse haulers.

#### IV. EQUIPMENT

- A. Any motor vehicle owned, leased or operated by the CONTRACTOR during the course of performing this Agreement which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the VILLAGE shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or the CONTRACTOR shall provide and utilize an observer to signal that it is safe to back up.

The CONTRACTOR shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor to maintain a completely adequate service. All equipment used by the CONTRACTOR shall be painted with no rust showing on cab, chassis or body. All refuse shall be hauled and collected in exclusively modern, neat, enclosed, non-leakable, rear, front or side loading packer-type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for refuse and yard waste into the vehicle's collecting body will be exposed only for the time actually required to deposit the materials as collected along the route. Equipment used for special pick-up service may be open body trucks, dump trucks and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste materials occurs by providing a suitable covering. The CONTRACTOR shall keep all equipment used in the performance of its work in a clean, sanitary and quiet operating condition. All vehicles used for collection, including smaller collection vehicles necessary on narrow streets and alleys, shall at all times be provided with a broom and shovel for use by the CONTRACTOR'S personnel.

Equipment used in the collection of refuse shall be properly licensed by the State of Illinois and conform to all Federal and State equipment safety standards.

- B. The CONTRACTOR shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with the Village of Willowbrook Village Code.

#### V. DISPOSITION OF MATERIALS

- A. The CONTRACTOR shall have available for use throughout the term of this Agreement an Illinois Environmental Protection Agency (IEPA), an Indiana Department of Environmental Management (IDEM), or Wisconsin Department of Natural Resources (WDNR) permitted site for the ultimate disposal of all refuse collected under this Agreement unless otherwise directed by the VILLAGE to dispose of the waste in a particular site or location.
- B. All garbage, landscape waste and recyclable material shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) located outside the VILLAGE and at the CONTRACTOR'S sole expense.
- C. The CONTRACTOR hereby warrants that sufficient sites for the disposal of refuse will be available to the CONTRACTOR during the full term of this Agreement and any renewal thereof.
- D. All landscape waste shall be disposed of at a lawfully operated landscape waste composting facility. Said facility may treat, compost, ground or land apply said landscape waste. Said facility shall not be located within the corporate limits of the VILLAGE. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1).

## VI. BILLING AND COLLECTION

- A. The CONTRACTOR will be solely responsible for printing and distributing refuse/yard waste stickers to the VILLAGE and local retailers as hereinbefore set forth. The monthly charge for cart service shall be billed by the CONTRACTOR directly to the resident on a quarterly basis.
- B. The CONTRACTOR shall collect and include on each quarterly bill a minimum surcharge of \$2.16 per customer to fund the annual brush collection program. All collected surcharges shall be remitted at no charge to the VILLAGE within ninety (90) days after the due date of the quarterly bill. The VILLAGE reserves the right to change the amount of the surcharge when necessary.
- C. For the term of this Agreement, the CONTRACTOR shall pay all charges due for the CONTRACTOR'S disposal of garbage at the stipulated facility. At no time shall the VILLAGE be required to pay for actual disposal charges. The CONTRACTOR will be responsible for any lawful interest, penalties or late payment charge assessed as a result of the CONTRACTOR'S failure to make timely payment as set forth above.

D. Residents of the VILLAGE may choose to subscribe to a yard waste season cart service in place of the yard waste sticker service. For single family residences selecting this optional service:

1. The CONTRACTOR shall provide the single family residence with a choice of a thirty-five (35), sixty-five (65), or ninety-five (95) gallon cart used solely for yard waste.
2. The cost to the residents for each thirty-five (35) gallon cart used for yard waste shall not exceed \$18.00 per month until December 31, 2012, \$18.45 per month until December 31, 2013, \$19.00 per month until December 31, 2014 and \$19.62 per month until December 31, 2015. The cost to the residents for each sixty-five (65) gallon cart used for yard waste shall not exceed \$21.10 per month until December 31, 2012, \$21.63 per month until December 31, 2013, \$22.28 per month until December 31, 2014 and \$23.00 per month until December 31, 2015. The cost to the residents for each ninety-five (95) gallon cart used for yard waste shall not exceed \$23.75 per month until December 31, 2012, \$24.34 per month until December 31, 2013, \$25.07 per month until December 31, 2014 and \$25.89 per month until December 31, 2015. The customer will be billed by the CONTRACTOR only for the months during the yard waste collection season as explained in Article II.C.1.

## VII. VIOLATIONS REGARDING SERVICE/EQUIPMENT – FINES

The VILLAGE expects high quality service to be provided to VILLAGE residents. In the event the CONTRACTOR violates any of the following standards, the Village Administrator may assess fines against the CONTRACTOR in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by the VILLAGE – seventy-five and no/100ths dollars (\$75.00) fine for each instance and for each day the violation continues. If the spill is cleaned up by the VILLAGE, the fine shall be seventy-five and no/100ths dollars (\$75.00) plus the cost of cleanup.
- B. Early start fine of seventy-five and no/100ths dollars (\$75.00) per route, per day will be assessed for each instance of pick-up prior to 7:00 A.M. reported to the VILLAGE.
- C. Failure to make a required pick-up – seventy-five and no/100ths dollars (\$75.00) will be assessed for failure to make a required pick-up which is not remedied within two (2) business days of receipt of complaint. An additional seventy-five and no/100ths dollars (\$75.00) will be assessed for each day thereafter during which the pick-up is not effectuated.

The assessment of fines is to insure the quality of services provided and shall not be deemed to be a waiver or release of any other remedy the VILLAGE may be entitled to under law. The assessment of fines shall be made by the Village Administrator. The Village Administrator shall assess fines once each month and notify the CONTRACTOR. The notice shall contain the following information:

1. Date of each violation
2. Approximate location of each violation
3. Nature of each violation
4. Fine being assessed
5. Total fine for the month

The CONTRACTOR shall have thirty (30) days to pay to the VILLAGE any fines assessed. In the event the CONTRACTOR fails to pay any fines assessed within said time period, or, in the event of an appeal by the CONTRACTOR, after a decision by the Village President and Board of Trustees (in the form of a written ordinance approved by the same in accordance with the Willowbrook Village Code and the laws of the State of Illinois), the VILLAGE shall have the right to draw on the performance bond provided for in this Agreement for the amount of any unpaid fines. The Village Administrator's decision in assessing any fine shall be final unless the CONTRACTOR appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Village President and Board of Trustees. The Village President and Board of Trustees shall consider such appeal at a regular or specially called meeting at which time the CONTRACTOR shall have an opportunity to present its side of the case. The decision of the Village President and Board of Trustees regarding any such appeal shall be final.

#### VIII. OTHER CONSIDERATIONS

- A. The CONTRACTOR shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements.
  1. The CONTRACTOR shall maintain any and all ledgers, books of account, receipts, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements for a minimum period of three (3) years after the termination of this Agreement, or for any longer period required by law.
  2. The CONTRACTOR shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

3. The CONTRACTOR'S records or documents shall be made available for inspection or audit, at any time, during regular business hours, upon written request by a VILLAGE representative to ensure compliance with the provisions of this Agreement. The records shall be available to the VILLAGE representatives at the CONTRACTOR'S address indicated for receipt of notices in this Agreement.
- B. The CONTRACTOR shall furnish an irrevocable performance bond in the amount of three hundred twenty five thousand and No/100 dollars (\$325,000) for the faithful performance of this Agreement.
- C. Failure of the CONTRACTOR to Perform:
1. All terms and conditions of the Agreement are considered material and failure to perform any of said terms or conditions on the part of the CONTRACTOR shall be considered a breach of this Agreement. Should the CONTRACTOR fail to perform any such terms or conditions, the VILLAGE shall have the right to terminate this Agreement after five (5) days' written notice to the CONTRACTOR of the violation of the Agreement and failure of the CONTRACTOR to remedy the violation within said time to the satisfaction of the VILLAGE. In addition to any and all equitable legal remedies available to the VILLAGE in the event of a breach of this Agreement by the CONTRACTOR, the VILLAGE shall have the right to draw upon the performance bond described in this Agreement. The remedies provided to the VILLAGE herein shall be cumulative and not exclusive. No waiver by the VILLAGE of a default by the CONTRACTOR under this Agreement shall be construed as a waiver by the VILLAGE of any subsequent default or failure to perform on the part of the CONTRACTOR.
  2. In the event of a failure by the CONTRACTOR to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the VILLAGE, at their sole option and by any means, may cause such materials to be properly disposed of or otherwise handled or processed. Any and all expenses incurred by the VILLAGE may be charged against the CONTRACTOR and the performance bond furnished by the CONTRACTOR. Expenses incurred by the VILLAGE shall also include any previously purchased, but unused refuse/yard waste stickers in the possession of the general public and retail outlets. In addition, the VILLAGE may immediately terminate this Agreement and may elect, in their sole discretion, to seek any available legal remedy.
  3. The CONTRACTOR shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by

events or occurrences of a nature commonly known as “force majeure” or acts of God or strikes beyond the CONTRACTOR’S control.

D. Insurance:

1. During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance limits:
  - a. Workers’ Compensation Insurance as prescribed by the laws of the State of Illinois.
  - b. Employers’ Liability Insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence.
  - c. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general and aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000
  - d. Commercial Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.
  - e. Umbrella Excess Liability insurance with a limit of not less than five million dollars (\$5,000,000) for bodily injury, property damage, and personal injury per occurrence.
2. The CONTRACTOR shall furnish a certificate of insurance annually, verifying the existence of the aforementioned coverages. Further, the VILLAGE shall be named as additional insured parties on each said policy except Worker’s Compensation for any liability arising out of the CONTRACTOR’S work in a form subject to the review and approval by the VILLAGE at their sole discretion. Each certificate shall also bear an endorsement precluding the cancellation of coverage without giving the VILLAGE at least thirty (30) days prior notice thereof in writing. For purposes of this Agreement, “arising out of the CONTRACTOR’S work” shall mean:
  - a. Liability the VILLAGE may incur for which the VILLAGE is indemnified under Article VIII.D.3 below; and/or
  - b. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.

3. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and save the VILLAGE and its officers, agents and employees, harmless from and against any and all suits, actions or claims of any kind or character, including expenses, attorneys' fees and costs, brought because of any injuries or damages received or sustained by any person, persons, including employees, agents or invitees of the VILLAGE, or property arising by reason of or as a result of, this Agreement or the performance or nonperformance of the CONTRACTOR hereunder or by reason of any act or omission of the CONTRACTOR, or its officers, agents, employees or subcontractors. The CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees, from any and all liability, losses, damages, expenses and lawsuits, including workers' compensation claims, attorneys' fees and costs of defense, that the VILLAGE may suffer, incur or become liable for on account of:

1. The negligence or intentional acts of omissions of the CONTRACTOR, its employees, agents or assigns.
2. Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by any person.
3. Any action in law or equity brought by any party under Federal or State law in an effort to set aside this Agreement.

The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its officers, agents, and employees, from all liability, including attorney's fees and costs, for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also known as Superfund, or any comparable State law incurred as the result of the disposal of any garbage, landscape waste, recyclable material, bulk item and/or white good under this Agreement.

4. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend, and pay any charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the VILLAGE, their agents, officials and employees.
5. The CONTRACTOR agrees that in the event a judgment should be entered against the VILLAGE as a result of the negligence and omissions herein above described, the CONTRACTOR shall immediately satisfy same including, but without limitation on the foregoing, all costs and interest in connection therewith.

6. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required of this CONTRACTOR, or otherwise provided by this CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, their agents, officials and employees as hereinabove provided.

E. Federal, State and Local regulations; taxes; permits; licenses:

1. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
2. The VILLAGE has adopted an ordinance governing the prevailing rate of wages paid for work in DuPage County as determined by the Illinois Department of Labor. All labor performed under the provision of this Agreement shall comply with the Illinois Prevailing Wage Act.
3. The VILLAGE is exempt from State and Local sales, excise and use taxes. Rates shall include all applicable taxes.
4. Rates shall include the cost of permits, licenses and all other certifications required by Federal, State and Local laws, regulations and ordinances.
5. The rates and charges set forth in this Agreement are subject to adjustment in accordance with this section in the event of a "Change of Law." For purposes of this Agreement, the term "Change of Law" shall mean a change in a current federal, State of Illinois, or local law, statute, ordinance or regulation or a new federal, State of Illinois, or local law, statute, ordinance or regulation that affects the Contractor's manner of performance or cost of providing services. In the event of Change of Law, the Contractor shall provide a detailed written notice to the Village of the Change in Law, the manner in which the Change of Law affects the costs of services, the magnitude of the effect of the Change of Law on the cost of services, and the Contractor's proposal in response to that effect. Within thirty (30) days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the Change of Law and determine what change, if any, is necessary and appropriate to the rates and charges in this Contract and the timing and method of implementing any such change. The Village may request any documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

F. Subcontracting and assignment: the CONTRACTOR shall not subcontract out or assign single family residential scavenger service and/or this Agreement to a subcontractor or an assignee without prior written consent of the VILLAGE and said consent may be withheld at the VILLAGE'S sole discretion.

G. Title to refuse, recyclables, yard waste and other materials set out for

collection shall transfer to the CONTRACTOR when the aforementioned items are placed in the CONTRACTOR'S vehicles. When the CONTRACTOR transports those materials to a processing, disposal or other site (collectively "Disposal Site"), title shall pass to the operator of that Disposal Site. Title to and liability for Unacceptable Waste shall at no time pass to the Contractor and shall remain with the generator of such waste. If the Disposal Site is paid for taking the materials that cost paid to the Disposal Site shall be paid solely by the CONTRACTOR. If money is paid to the CONTRACTOR for the material, the CONTRACTOR shall keep the proceeds and shall give an accounting to the VILLAGE, on their request for internal purposes only.

#### IX. MISCELLANEOUS

- A. The CONTRACTOR agrees to comply at all times with all applicable laws, ordinances, rules and regulations of the VILLAGE, the County of DuPage and the State of Illinois, and the United States Government and any agencies thereof. The CONTRACTOR agrees to comply with applicable Local, State and Federal laws and requirements concerning equal employment opportunities.

In the event of the CONTRACTOR'S noncompliance with any provision of the Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the CONTRACTOR is declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- B. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement. The CONTRACTOR also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of, or the carrying out of this Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- C. The CONTRACTOR is free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in this

Agreement. Such private scavenging or hauling shall not be construed as falling within the terms of this Agreement, and if the CONTRACTOR engages in such activities, it specifically relieves the VILLAGE of all liability associated with such activities.

- D. The CONTRACTOR shall obtain and pay for all licenses and permits. The CONTRACTOR shall pay all Federal, State and local taxes, including sales tax, social security, workers' compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.
- E. No assignment of this Agreement, either voluntarily or involuntarily or by process of law, or any right or obligation accruing under this Agreement shall be made in whole or in part by the CONTRACTOR without the prior written consent of the VILLAGE. In the event of any assignment, the assignee shall assume the liability of the CONTRACTOR. This Agreement shall not be or come under the control of creditors, or a trustee or trustees of the CONTRACTOR in case of bankruptcy, or insolvency of the CONTRACTOR, but shall be subject to termination as provided herein.
- F. Neither the CONTRACTOR nor its employees shall request or accept any gratuities from any person, firms, or corporation for services required to be performed under this Agreement provided that where customers desire special service over and above that provided by the VILLAGE Code and this Agreement, they may make such arrangement as they so desire and make any payment therefore to the CONTRACTOR'S office.
- G. It is expressly agreed and understood that the CONTRACTOR is in all respects an independent contractor, notwithstanding in certain respects the CONTRACTOR is required to follow the directions of designated the VILLAGE officials, and that the CONTRACTOR is in no respect an agent, servant or employee of the VILLAGE. This Agreement specifies the work to be done by the CONTRACTOR, but the method to be employed to accomplish this work is the responsibility of the CONTRACTOR, unless otherwise provided in this Agreement.
- H. The CONTRACTOR shall furnish the Village Administrator with every reasonable opportunity for ascertaining whether or not the work as performed is in accord with the requirements of this Agreement. The Village Administrator may appoint qualified persons to inspect the CONTRACTOR'S operations, records, and equipment at any reasonable time and the CONTRACTOR shall admit authorized representatives of the VILLAGE to make such inspections at any reasonable time and place.

- I. It is expressly agreed that in no event shall the VILLAGE be liable or responsible to the CONTRACTOR or any other person on account of stoppages or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the CONTRACTOR, or from or by account of any delay from any cause whatsoever over which the VILLAGE does not exercise control.
- J. Should a strike occur which lasts more than three (3) calendar days, the VILLAGE shall be permitted to institute such procedures to collect and dispose of the refuse, landscape waste and recyclable material to be collected pursuant to this Agreement as the VILLAGE deems necessary, and may draw on the performance bond to pay for the costs of such procedures.
- K. If the CONTRACTOR shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted against the CONTRACTOR, or if proceedings in bankruptcy shall be instituted by the CONTRACTOR or if the CONTRACTOR shall be adjudged bankrupt or a receiver of any property of the CONTRACTOR shall be appointed in any suit or proceedings brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of the creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of the VILLAGE, immediately cease, determine and be forfeited and canceled. The CONTRACTOR shall list the VILLAGE as a creditor in any bankruptcy filing.
- L. The CONTRACTOR and the VILLAGE agree that venue for any action, whether in law or equity, arising out of this Agreement, shall exclusively be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
- M. This Agreement is governed by the law of the State of Illinois.
- N. All amendments to this Agreement must be in writing and signed by the parties hereto.
- O. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

Notices to the VILLAGE shall be addressed to, and delivered at, each of the following addresses:

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527  
Attention: Village Administrator

Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

Allied Waste Services.  
5050 W. Lake Street  
Melrose Park, Illinois 601060  
Attention: General Manager

By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee for all future notices to such party.

- S. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- T. The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or enforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- U. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore, and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefore.
- V. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it had adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors, and the Village has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the President and Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF WILLOWBROOK

Allied Waste Services of North America, LLC

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

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

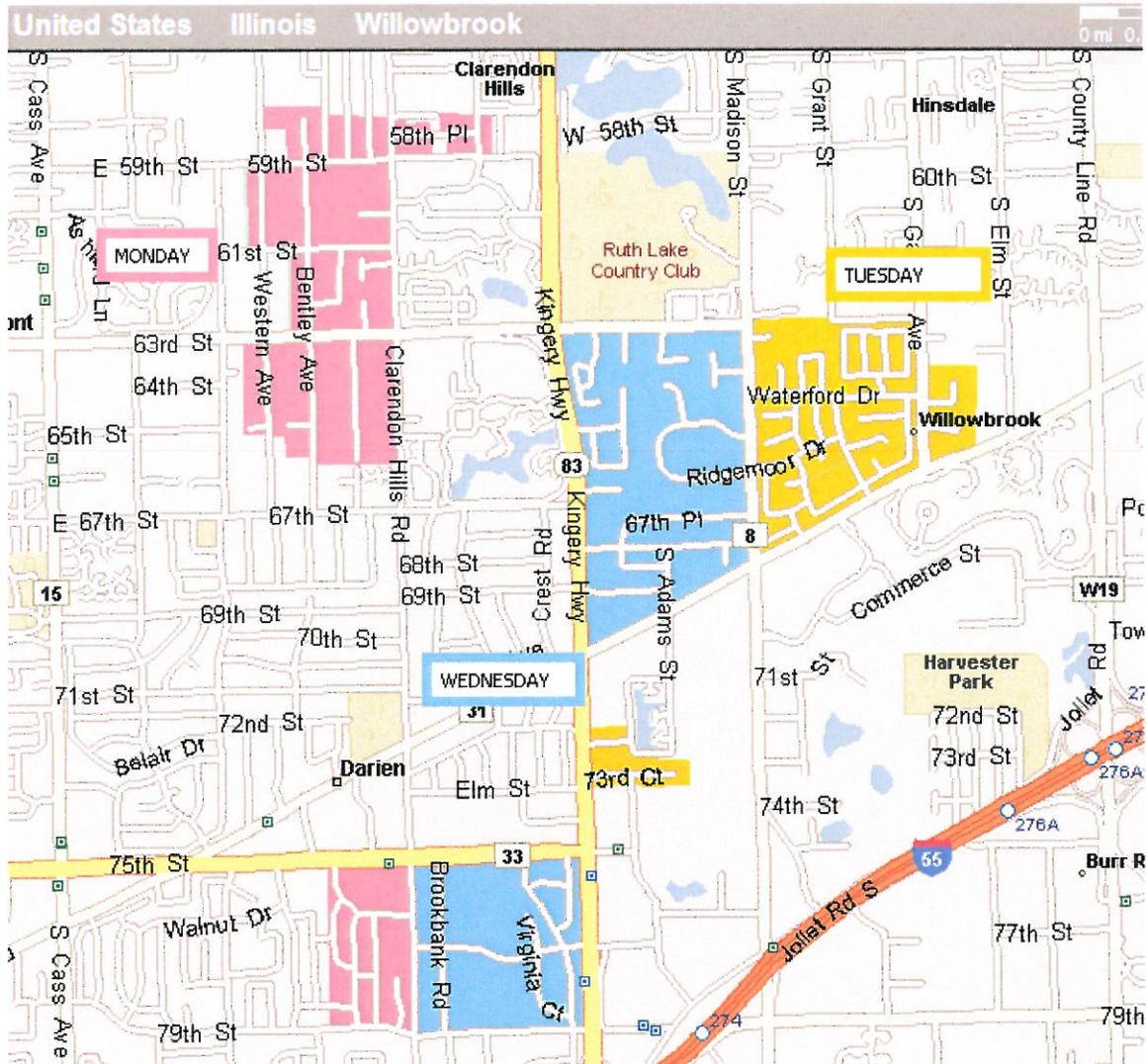
Attest: \_\_\_\_\_  
Leroy R. Hansen  
Village Clerk

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A  
GENERAL PRICE QUOTATION SHEET**

<b>Cart Services</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
35 gallon (per month) garbage and recycling carts	\$17.73	\$18.17	\$18.72	\$19.33
65 gallon (per month) garbage and recycling carts	\$18.80	\$19.27	\$19.85	\$20.49
95 gallon (per month) garbage and recycling carts	\$19.43	\$19.92	\$20.51	\$21.18
35 gallon (per month) garbage and recycling carts- Senior Rate	\$15.96	\$16.36	\$16.85	\$17.39
Refuse/yard waste Stickers (per sticker)	\$2.90	\$3.00	\$3.00	\$3.00
<b>Optional Yard Waste Cart Service</b>				
35 gallon (per month during the yard waste season)	\$18.00	\$18.45	\$19.00	\$19.62
65 gallon (per month during the yard waste season)	\$21.10	\$21.63	\$22.28	\$23.00
95 gallon (per month during the yard waste season)	\$23.75	\$24.34	\$25.07	\$25.89
White Goods (cost per item)	\$25.00	\$25.00	\$30.00	\$30.00
Special Collection Charge (per cubic yard)	\$15.00	\$16.00	\$17.00	\$18.00
Charge to exchange carts (after initial exchange within first 90 days)	\$25.00	\$25.00	\$25.00	\$25.00
Rental of Compactor Truck (per hour)	\$150.00	\$150.00	\$150.00	\$150.00

## EXHIBIT B SERVICE SCHEDULE



STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Napoli, President of the Village of Willowbrook and Leroy Hansen, Village Clerk of said Village, whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk, as custodian of the corporate seal of said Village, then and there did affix the corporate seal of said Village to said instrument, as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, General Manager of Allied Waste Services of North America, LLC., and \_\_\_\_\_, Comptroller of its Melrose Park, Illinois division, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Manager and Comptroller, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said General Manager, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

**AGENDA ITEM - HISTORY/COMMENTARY**

AGENDA NO. 8

USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCE 07-0-10 AND AMENDED IN ORDINANCES 07-0-10 AND 07-0-11 FOR A MINOR CHANGE TO MODIFY THE PORTILLOS CENTER

AGENDA DATE: 08/08/11

PLANNING CONSULTANT SIGNATURE: So Ellen Charlton

ADMINISTRATOR SIGNATURE: [Signature]

ADMINISTRATOR SIGNATURE: [Signature]

COMMITTEE: YES  NO  N/A

**COMMITTEE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM,**

Town Center include Ord. 06-O-27 (8/28/06), Ord. 07-O-10 (5/20/07), Ord. 07-O-22 and the property to the B-2 district, granted a special use permit for a PUD, granted and Subdivision Regulations, and approved the Preliminary and Final Plats of the Willowbrook Town Center. The first revision (Ord. 07-O-22) amended the PUD to allow for modifications to building foundations and easements. The 2<sup>nd</sup> revision allowed for a new deli and food store, as well as signage waivers and building façade changes

**COMMITTEE BOARD, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

approval of the following zoning items:

On 08/08/11, the Board approved the relocation of the Portillo's drive-thru on a revised Plat of PUD. The Board distinguished Major Changes to a PUD from Minor Changes to a PUD and substituted a Major Change. Anything not listed as a Major Change is considered a Minor Change by the Village Board by ordinance without public hearings or consideration by the Board. The relocation of the drive-thru is considered a Minor Change, and is therefore being considered for consideration.

There is considerable congestion when cars queue in the heavily parked area of the lot. Additionally, the close proximity of the drive-thru entrance and exit to each other is in front of the main-line stores, making access to Staples difficult. The proposed changes to these problems and redirect drive-thru traffic queues to the parking aisle closest to the main-line stores will not conflict with existing businesses.

August 8, 2011

Jo Ellen Charlton, AICP, Planning Consultant

Willowbrook Town Center Amendment #3 (Minor Change/Portillo's Drive-Thru

Willowbrook Town Center LLC  
4104 N. Harlem Avenue  
Norridge, Illinois 60706

Consideration and Recommendation to amend the PUD and approval of an Amended & Restated Plat of PUD to allow for the relocation of the Portillo's drive-thru

Southeast corner of Route 83 and Plainfield Road

B-2 with a Special Use Permit for a PUD

Mixed Use Retail

23.89 Acres

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Kmart	B2/Special Use
<i>South</i>	Woodland Plaza	B2/Special Use
<i>East</i>	Lake Willoway Condo	R5/Special Use
<i>West</i>	Single Family Residential	Darien R-2

1. Second Amended & Restated Plat of PUD
2. Final Engineering Plans
3. Sign Plan
4. Landscape Plan

Approve attached Ordinance amending Special Use and approving Second Amended and Restated Plat of PUD-Perseverance Subdivision.

On August 28, 2006, the Village Board approved ordinance 06-O-27, which rezoned the property to the B-2 district, granted a special use permit for a PUD, granted variations from the Zoning Ordinance and Subdivision Regulations, and approved the Preliminary Plat of Subdivision and Preliminary Plat of PUD for the development of the Willowbrook Town Center.

On May 29, 2007, the Village Board approved Ordinance 07-O-10, granting approval of the Final Plat of Subdivision and PUD for the Town Center. Since that time, Amendments Number 1 and 2 were passed later in 2007 and again in 2009 respectively.

This amendment is being requested by the property owner in response to Portillo's request to relocate the drive through. This restaurant has enjoyed enormous success since their 2007 opening. The parking field in front of the restaurant is routinely highly occupied, and the drive-through well utilized. The location of the drive through cue, however, directly competes with parking and circulation for the eat-in customers in its current configuration. Additionally, since drive through traffic currently enters and exits in close proximity to each other, patrons of the office supply store often complain they cannot safely travel to and from that store. Portillo's put together a plan to relocate the entrance to the drive through from the east side of the building to the northwest side of the building. This plan will push the entrance from the main aisle three aisles to the north, with drive-thru cue in the drive aisle closest to and parallel Route 83.

The Zoning Ordinance distinguishes Major Changes from Minor Changes, and specifies that Minor Changes may be approved by the Village Board by ordinance without public hearing or consideration by the Plan Commission. The proposed relocation of the drive-thru is classified as a Minor Change because is not categorized in any of the seven listed Major Changes.

The amendment approved in 2007 approved the "Amended and Restated Preliminary and Final Plat of Subdivision and PUD - Perseverance Subdivision." Sheet 2 of 3 of that document included the approved site plan for the entire shopping center, including the existing Portillo's drive thru configuration. This application requests approval to amend the PUD, as well as to revise Sheet 2 of the previously approved document to show the new location of the reconfigured drive-thru.

*Appropriateness of Use:* The amended Plat of PUD is largely consistent with the previously approved Final PUD plat, which complied with the Comprehensive Plan's design objectives and conceptual design.

*Traffic Flow & Access:* The proposed amendment provides greater separation between the Portillo's drive-thru entrance and exit area, which will alleviate the parking/circulation conflicts that currently exist in the parking field between Portillo's and Staples. Instead drive-thru traffic will enter three aisles to the north and cue in the aisle closest to and parallel to Route 83, where there will be little to no impact on existing businesses.

*Signage:* The only revisions to the Portillo's signage will be the relocation of the directional signage.

*Landscaping:* The proposed amendment required slight amendments to the landscape plan. Some parking islands were eliminated and others created to facilitate traffic movement near the new drive-thru. New islands will be landscaped similar to existing islands and all disturbed areas will be planted and/or resodded in kind.

*Wetlands/Stormwater Management:* The proposed amendment will not alter the approved stormwater management plan.

No additional variations are being requested nor recommended.

*Staff recommends the Village Board approve the attached ordinance.*

AMENDING SPECIAL USE PERMIT NO. 06-27  
IN ORDINANCES NO. 06-0-27 AND 07-0-10  
AND IN ORDINANCES 07-0-22 AND 09-0-29  
CHANGE TO MODIFY THE PORTILLOS DRIVETHROUGH  
LAINFIELD ROAD - WILLOWBROOK TOWN CENTER

---

on or about July 21, 2011, Willowbrook Town  
applicant, filed an application with the Village  
respect to the property legally described on  
attached hereto which is, by this reference,  
("SUBJECT REALTY"); and,  
said application requested that the special use  
unit development relating to the SUBJECT  
approved in Ordinance No. 06-0-27 and Ordinance  
amended by Ordinances No. 07-0-22 and 09-0-29,  
to revise Sheet 2 of 3 of the Amended and  
and Final Plat of Subdivision and PUD -  
ision approved on September 24, 2007 by  
allow for the relocation of the Portillos  
IMPROVEMENTS"); and  
the Second Amended and Restated Plat of PUD-  
ision attached hereto as Exhibit "B" has been  
ended to supersede Sheet 2 of 3 of the Amended  
inary and Final Plat of Subdivision and PUD  
ision, approved on September 24, 2007 by

Local Code, the Improvements requested herein do  
not constitute a PUD, and therefore qualify as a

PUD pursuant to 9-13-4(C)6b of the Willowbrook

pursuant to 9-13-4(C)6b of the Willowbrook

Willowbrook President and Board of Trustees by

approve a Minor Change to a PUD without the

further public hearing; and,

BE IT ORDAINED by the President and

of the Village of Willowbrook, DuPage County,

:

RE: That Special Use Permit No. 06-27,

and in Ordinance No. 06-0-27 and 07-0-10 and

Ordinances 07-0-22 and 09-0-29, is hereby further

permit the Improvements, pursuant to the

Ordinance.

WFO: That the Second Amended and Restated Plat

Subdivision, as prepared by Midwest Technical

Job No. 505-100, consisting of one sheet and

dated July 26, 2011, attached hereto and

as Exhibit "B", be and the same is hereby

repealed. Sheet 2 of 3 of the Amended and Restated

on September 24, 2007 by Ordinance 07-0-22.

THREE: That the approval granted in Section \_\_\_\_\_ of the Ordinance shall be subject to the condition that the use of the property shall be for the purpose of facilitating the Improvements defined in Section \_\_\_\_\_, and shall be subject to the following:

Improvements shall be constructed in substantial compliance with the plans submitted hereto and made a part hereof as Exhibit \_\_\_\_\_ (the "Approved Plans"), with final approval of the Building Department for compliance with building code requirements. The applicant shall coordinate deliveries and other service to occur only between the hours of \_\_\_\_\_ AM and 6AM.

FOUR: That the several terms and conditions of the Ordinance shall be subject to the condition that the use of the property shall be for the purpose of facilitating the Improvements defined in Section \_\_\_\_\_, and shall be subject to the following:

Use Permit No. 06-27, as passed and approved by Ordinance No. 07-0-10 and as amended by Ordinance No. 09-0-29 shall, to the extent not inconsistent with the terms and conditions of this Ordinance, have the same force and effect as therein provided.

FIVE: That all ordinances and resolutions, or parts thereof, which conflict with the provisions of this Ordinance shall be null and void from the date of the passage of this Ordinance, if such conflict, expressly repealed.

SIX: That this Ordinance shall be in full force and effect from the date of its passage and approval as provided by

APPROVED:

\_\_\_\_\_  
President

\_\_\_\_\_

AYES: \_\_\_\_\_

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

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

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

LEGAL DESCRIPTION

199 S. KINGERY, WILLOWBROOK IL 60527  
WILLOWBROOK ROAD, WILLOWBROOK, IL 60527

AND RESTATED PERSEVERANCE SUBDIVISION, BEING A  
THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE  
SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS  
VISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO  
OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES,  
OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954  
AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST  
AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH,  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED  
AND PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9,  
SER R2007-183986, DUPAGE COUNTY, ILLINOIS.

9-23-406-018  
9-26-200-010





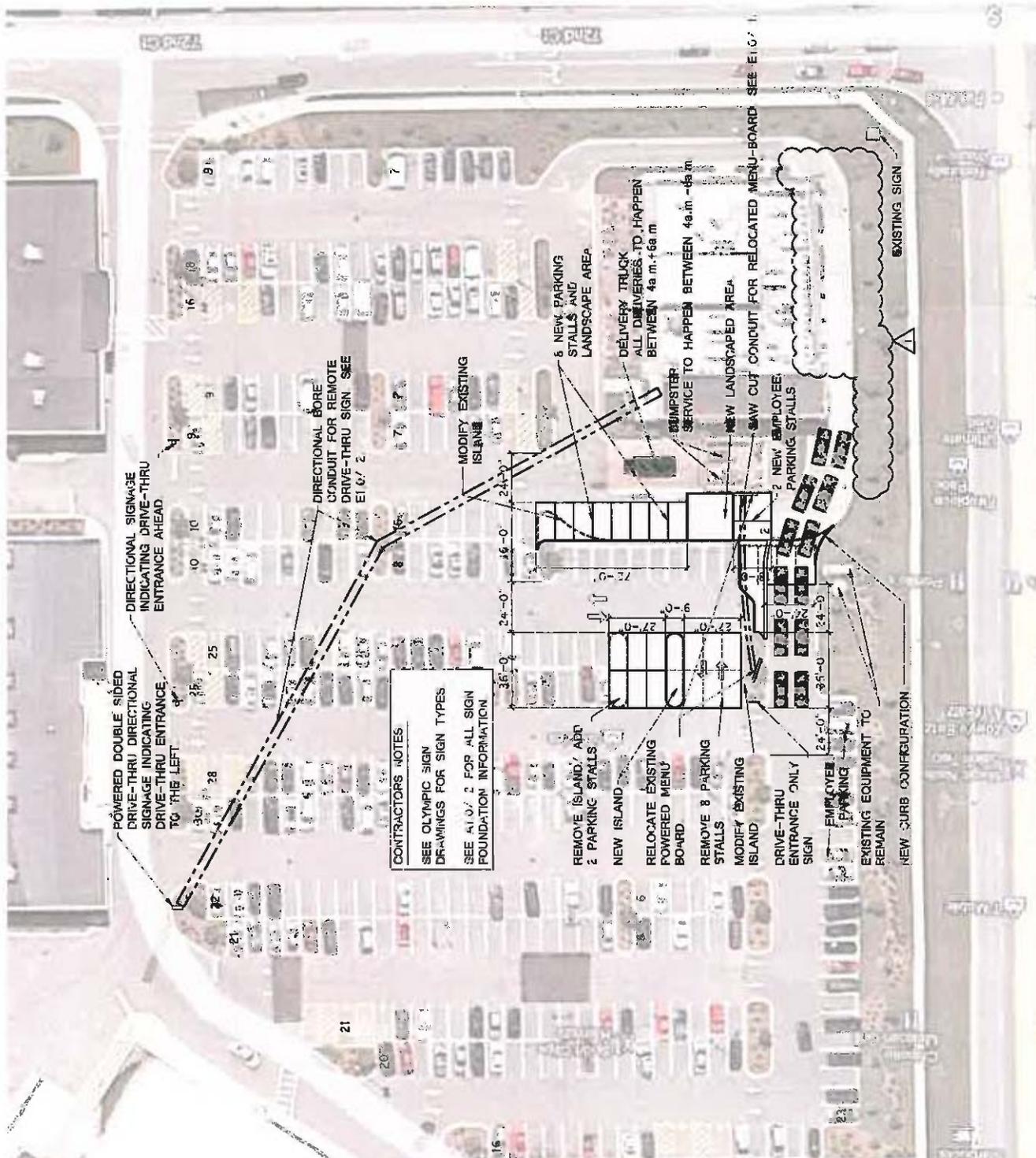
APPROVED PLANS

Plans for Portillo's Restaurant Drive Thru prepared by Webster, McGrath and Ahlberg, LTD., 1, and latest revision dated June 28, 2011, C-1, C-2, C-3, C-4, and C-5.

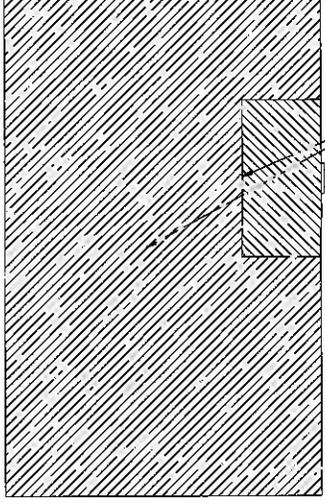
Structural Site Plan, Notes and Details, prepared on, dated June 22, 2011, and latest revision identified as Job Number 2990.

by Olympic Signs, labeled as Sheets 8 and 9 n dated July 28, 2011.

et No L1.0, entitled "Portillos Drive-Thru & 72 Court", prepared by Wingren Landscaping, ed July 28, 2011, identified as Project No

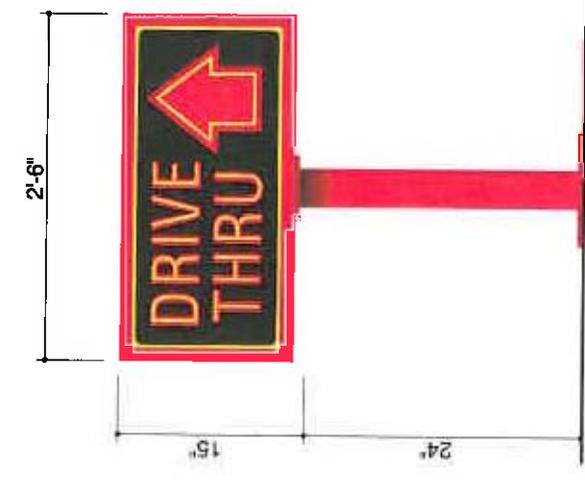


**CONTRACTORS NOTES**  
 SEE OLYMPIC SIGN DRAWINGS FOR SIGN TYPES  
 SEE E1.0.2 FOR ALL SIGN FOUNDATION INFORMATION



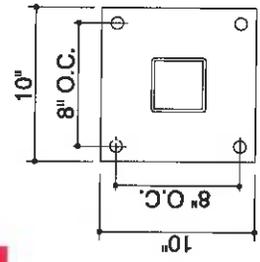
SIGN. SEE OLYMPIC SIGN DRAWINGS FOR SIGN TYPE.  
 #6 GROUND  
 J-BOLTS  
 18" AUGERED CONCRETE FOUNDATION.  
 1" IMC.  
 PVC TO METAL ADAPTER.  
 SCHEDULE 80 PVC. SEE E1.0.



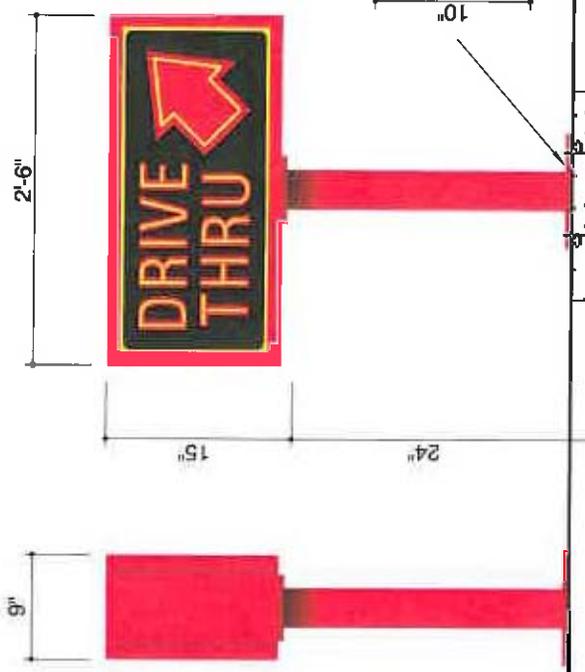


ALUMINUM CABINET & STL. SUPPORT,  
 SCARLET RED PAINTED FINISH.  
 LEXAN FACES W/ BLACK, #230-109  
 YELLOW & #230-83 RED VINYL APPLIED  
 GRAPHICS ON INSIDE SURFACE.

NOTE: BACKS OF D/F'S TO BE RED PAINTED  
 ALUMINUM TO MATCH CABINETS.



STEEL PLATE W/ BOLT PATTERN



TYPICAL SIDE VIEW

8" DIA. AUGERED  
 CONCRETE FILLED  
 FOUNDATION

J-BOLTS

DF INT. ILLUMINATED DIRECTIONAL 3/4" = 1'-0"

SF INT. H.O. FLO. ILLUMINATED DIRECTIONAL 3/4" = 1'-0"



account representative  
 R WHITEHEAD

drawn by

job#: 06-2416  
 14-19-06

Comments



August 8, 2011

Jo Ellen Charlton, AICP, Planning Consultant

Willowbrook Town Center Amendment #3 (Minor Change/Portillo's Drive-Thru

Willowbrook Town Center LLC  
4104 N. Harlem Avenue  
Norridge, Illinois 60706

Consideration and Recommendation to amend the PUD and approval of an Amended & Restated Plat of PUD to allow for the relocation of the Portillo's drive-thru

Southeast corner of Route 83 and Plainfield Road

B-2 with a Special Use Permit for a PUD

Mixed Use Retail

23.89 Acres

	<i>Use</i>	<i>Zoning</i>
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<i>South</i>	Woodland Plaza	B2/Special Use
<i>East</i>	Lake Willoway Condo	R5/Special Use
<i>West</i>	Single Family Residential	Darien R-2

1. Second Amended & Restated Plat of PUD
2. Final Engineering Plans
3. Sign Plan
4. Landscape Plan

Approve attached Ordinance amending Special Use and approving Second Amended and Restated Plat of PUD-Perseverance Subdivision.

On August 28, 2006, the Village Board approved ordinance 06-O-27, which rezoned the property to the B-2 district, granted a special use permit for a PUD, granted variations from the Zoning Ordinance and Subdivision Regulations, and approved the Preliminary Plat of Subdivision and Preliminary Plat of PUD for the development of the Willowbrook Town Center.

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The amendment approved in 2007 approved the "Amended and Restated Preliminary and Final Plat of Subdivision and PUD - Perseverance Subdivision." Sheet 2 of 3 of that document included the approved site plan for the entire shopping center, including the existing Portillo's drive thru configuration. This application requests approval to amend the PUD, as well as to revise Sheet 2 of the previously approved document to show the new location of the reconfigured drive-thru.

*Appropriateness of Use:* The amended Plat of PUD is largely consistent with the previously approved Final PUD plat, which complied with the Comprehensive Plan's design objectives and

*Traffic Flow & Access:* The proposed amendment provides greater separation between the Portillo's drive-thru entrance and exit area, which will alleviate the parking/circulation conflicts that currently exist in the parking field between Portillo's and Staples. Instead drive-thru traffic will enter three aisles to the north and cue in the aisle closest to and parallel to Route 83, where there will be little to no impact on existing businesses.

*Signage:* The only revisions to the Portillo's signage will be the relocation of the directional signage.

*Landscaping:* The proposed amendment required slight amendments to the landscape plan. Some parking islands were eliminated and others created to facilitate traffic movement near the new drive-thru. New islands will be landscaped similar to existing islands and all disturbed areas will be planted and/or resodded in kind.

*Wetlands/Stormwater Management:* The proposed amendment will not alter the approved stormwater management plan.

No additional variations are being requested nor recommended.

*Staff recommends the Village Board approve the attached ordinance.*

AMENDING SPECIAL USE PERMIT NO. 08-27  
IN ORDINANCES NO. 06-0-27 AND 07-0-10  
AND IN ORDINANCES 07-0-22 AND 09-0-29  
CHANGE TO MODIFY THE PORTILLOS DRIVETHROUGH  
LAINFIELD ROAD - WILLOWBROOK TOWN CENTER

on or about July 21, 2011, Willowbrook Town  
applicant, filed an application with the Village  
respect to the property legally described on  
attached hereto which is, by this reference,  
("SUBJECT REALTY"); and,  
said application requested that the special use  
unit development relating to the SUBJECT  
approved in Ordinance No. 06-0-27 and Ordinance  
amended by Ordinances No. 07-0-22 and 09-0-29,  
to revise Sheet 2 of 3 of the Amended and  
/ and Final Plat of Subdivision and PUD  
ision approved on September 24, 2007 by  
allow for the relocation of the Portillos  
IMPROVEMENTS"); and  
the Second Amended and Restated Plat of PUD-  
ision attached hereto as Exhibit "B" has been  
ended to supersede Sheet 2 of 3 of the Amended  
inary and Final Plat of Subdivision and PUD  
ision, approved on September 24, 2007 by

pursuant to Section 9-13-4(C)6a of the  
all Code, the Improvements requested herein do  
or Change to a PUD, and therefore qualify as a  
PUD pursuant to 9-13-4(C)6b of the Willowbrook

pursuant to 9-13-4(C)6b of the Willowbrook  
Willowbrook President and Board of Trustees by  
ove a Minor Change to a PUD without the  
urther public hearing; and,

EFORE, BE IT ORDAINED by the President and  
f the Village of Willowbrook, DuPage County,

:

RE: That Special Use Permit No. 06-27,  
d in Ordinance No. 06-0-27 and 07-0-10 and  
ces 07-0-22 and 09-0-29, is hereby further  
permit the Improvements, pursuant to the  
rdinance.

NO: That the Second Amended and Restated Plat  
Subdivision, as prepared by Midwest Technical  
Job No. 505-100, consisting of one sheet and  
ated July 26, 2011, attached hereto and  
as Exhibit "B", be and the same is hereby  
edes Sheet 2 of 3 of the Amended and Restated

on September 24, 2007 by Ordinance 07-O-22.

THREE: That the approval granted in Section \_\_\_\_\_ of those of facilitating the Improvements defined therein is expressly conditioned upon the following:

Improvements shall be constructed in substantial compliance and compliance with the plans attached hereto and made a part hereof as Exhibit \_\_\_\_\_ (the "Approved Plans"), with final approval subject to review by the Building Department for compliance with building code requirements. The applicant shall coordinate deliveries and other service to occur only between the hours of \_\_\_\_\_ AM and 6AM.

FOUR: That the several terms and conditions of Use Permit No. 06-27, as passed and approved by Ordinance No. 07-O-10 and as amended by Ordinance No. 07-O-22 and 09-O-29 shall, to the extent not inconsistent with the terms and conditions of this Ordinance, have the same force and effect as therein provided.

FIVE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance shall be null and void insofar as they conflict with the provisions of this Ordinance, and if such conflict, expressly repealed.

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

APPROVED:

\_\_\_\_\_  
President

\_\_\_\_\_

AYES: \_\_\_\_\_

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

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

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

LEGAL DESCRIPTION

199 S. KINGERY, WILLOWBROOK IL 60527  
WILD ROAD, WILLOWBROOK, IL 60527

AND RESTATED PERSEVERANCE SUBDIVISION, BEING A  
THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE  
SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS  
VISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO  
F LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES,  
OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954  
AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST  
UGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH,  
RD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED  
AD PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9,  
ER R2007-183986, DUPAGE COUNTY, ILLINOIS.

9-23-406-018

9-26-200-010





APPROVED PLANS

Plans for Portillo's Restaurant Drive Thru prepared by Webster, McGrath and Ahlberg, LTD., 2011, and latest revision dated June 28, 2011, sheets C-1, C-2, C-3, C-4, and C-5.

Structural Site Plan, Notes and Details, prepared by [redacted], dated June 22, 2011, and latest revision identified as Job Number 2990.

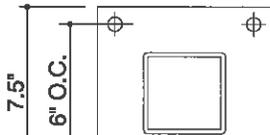
Signs by Olympic Signs, labeled as Sheets 8 and 9 on dated July 28, 2011.

Site Plan No L1.0, entitled "Portillos Drive-Thru & 72 Court", prepared by Wingren Landscaping, dated July 28, 2011, identified as Project No [redacted]

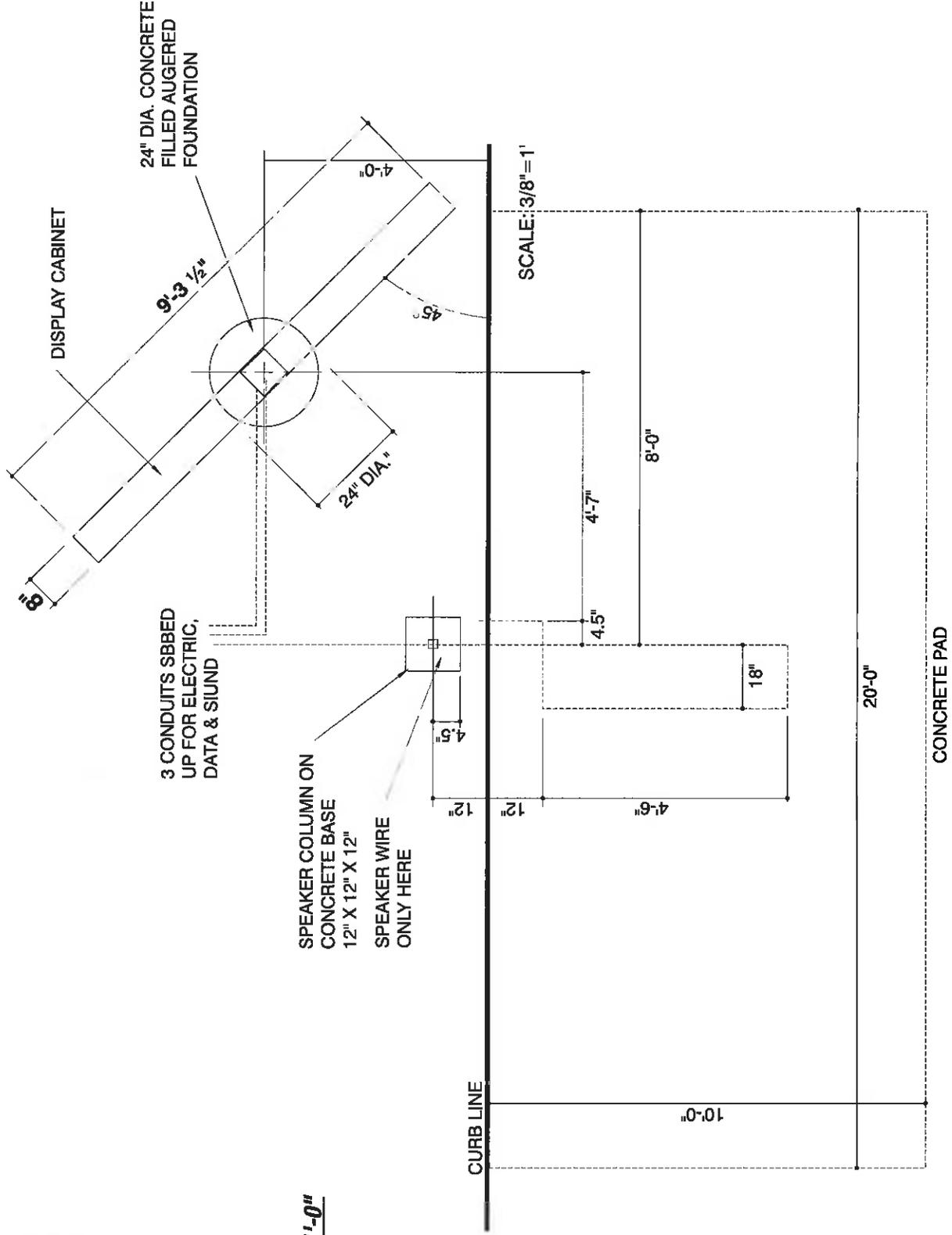


**ILLUMINATED DRIVE-THRU MENU SIGNAGE 3/8" = 1'-0"**

Typical installation overview



**BOLT PATTERN 1 1/2" = 1'-0"**

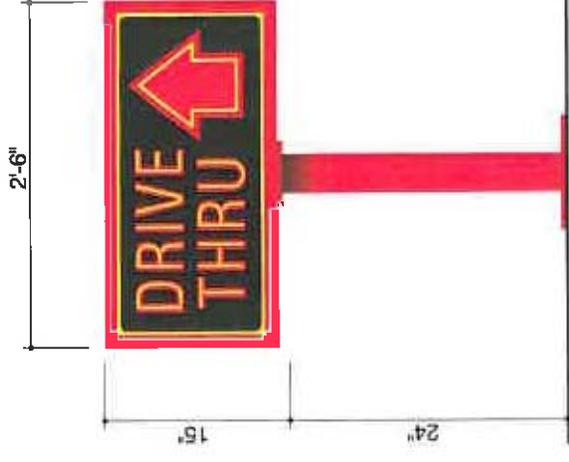


account representative  
R WHITEHEAD

drawn by  
COLIN W

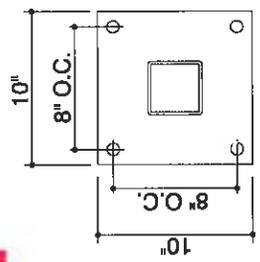
job#: 06-2416  
14-19-06

Comments:

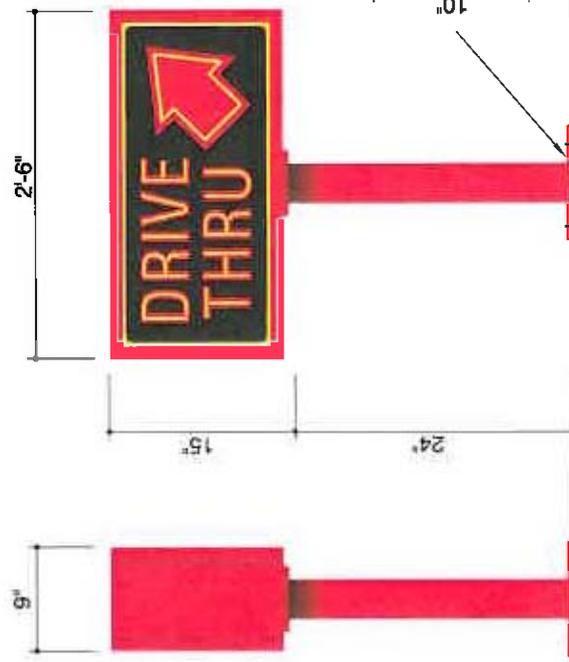


ALUMINUM CABINET & STL. SUPPORT,  
 SCARLET RED PAINTED FINISH.  
 LEXAN FACES W/ BLACK, #230-109  
 YELLOW & #230-83 RED VINYL APPLIED  
 GRAPHICS ON INSIDE SURFACE.

NOTE: BACKS OF D/FS TO BE RED PAINTED  
 ALUMINUM TO MATCH CABINETS.



STEEL PLATE W/ BOLT PATTERN



TYPICAL SIDE VIEW

8" DIA. AUGERED  
 CONCRETE FILLED  
 FOUNDATION

J-BOLTS

**DF INT. ILLUMINATED DIRECTIONAL 3/4" = 1'-0"**

**SF INT. H.O. FLO. ILLUMINATED DIRECTIONAL 3/4" = 1'-0"**

account representative  
 R WHITEHEAD

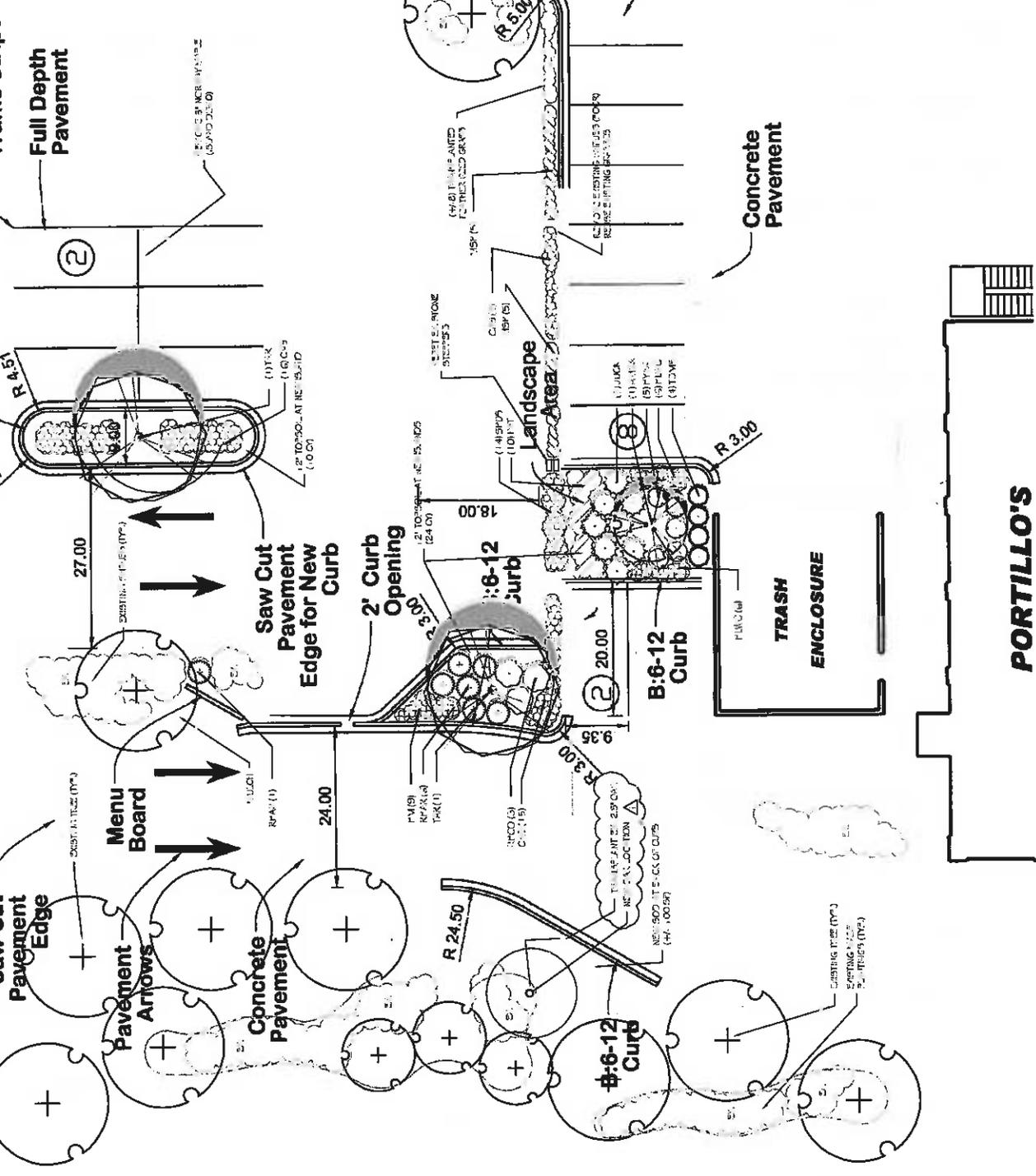


client

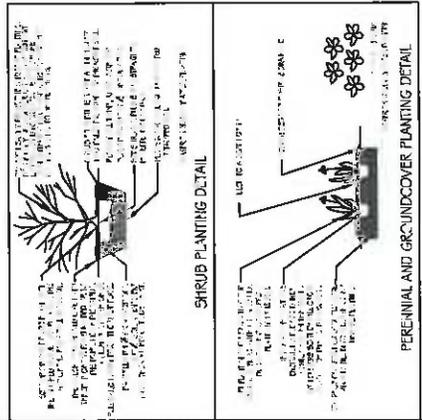
drawn by  
 JOHN W

job#: 06-2416  
 14-19-06  
 rev: # 7-28-11

Comments:



Quantity	Botanical	Common	Size
1	Azalea grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Sarcocolla	75Bd.
2	Tilia americana 'Redmond'	Redmond American Linden	1TB
4	Thuja occidentalis 'Emerald'	Emerald Green Arborvitae	5BB
5	Hydrangea arborescens 'Annabelle'	Annabelle Snowflake Hydrangea	5 gal
7	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal
3	Rhus copallina 'Prairie Flame' TM	Morden Shining Sumac	5 gal
7	Juniperus chinensis 'Kali's Compact'	Kali's Compact/Pillar Juniper	5 gal
12	Hemocallis 'Little Winesap'	Little Winesap Dogfily	1 gal @ 24" oc
9	Hemocallis hybrid 'Mary Todd'	Mary Todd Dogfily	1 gal @ 24" oc
10	Parosetta stipitellifolia	Russian Sage	1 gal @ 30" oc
30	Colmanella scutellaria 'Shade'	Faerie/Road Gales	1 gal @ 24" oc
10	Miscanthus sinensis 'Purpureus'	Flame Grass	1 gal @ 30" oc
14	Sporobolus holostachyus	Prairie Doggrass	1 gal @ 24" oc
100	3rd (all new curb)		
11	11 Mulch		
1100	Red Pavement (all new, 100% stone)		



# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A RESOLUTION MAKING A DETERMINATION RELATIVE TO THE RELEASE OF EXECUTIVE SESSION MINUTES PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

**AGENDA NO.:** 15

**AGENDA DATE:** 8/08/11

**STAFF REVIEW:** Debbie Hahn

**SIGNATURE:** Debbie Hahn

**LEGAL REVIEW:** William Hennessy

**SIGNATURE:** W. Hennessy

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. Hahn

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

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

In compliance with the Illinois Open Meetings Act, Illinois Compiled Statutes requires that minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. Each public body shall review closed session minutes no less than semi-annually.

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

The Village Attorney and Deputy Clerk have reviewed the closed session minutes itemized on Schedules A & B of the Resolution. The Village Staff and Village Attorney recommend the adoption of the Resolution making a determination relative to the release of the closed session minutes pursuant to the Illinois Open Meetings Act as listed on the attached Schedules A & B.

**ACTION PROPOSED:** ADOPT THE RESOLUTION.

RESOLUTION NO. 11-R-\_\_\_\_\_

A RESOLUTION MAKING A DETERMINATION RELATIVE  
TO THE RELEASE OF EXECUTIVE SESSION MINUTES  
PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

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WHEREAS, the President and Board of Trustees of the Village of Willowbrook have met from time to time in executive session for the purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes of all such executive sessions; and

WHEREAS, pursuant to the requirements of the Open Meetings Act, the President and Board of Trustees have met in executive session to review all executive session minutes; and

WHEREAS, they have determined that a need for confidentiality still exists as to the executive session minutes from the meetings set forth on Schedule "A" attached hereto; and

WHEREAS, they have further determined that the minutes of the meetings listed on Schedule "B" attached hereto no longer require confidential treatment and should be made available for public inspection.

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

SECTION ONE: The Executive Session minutes from those meetings set forth on Schedule "B" attached hereto are hereby released for public inspection.

SECTION TWO: The Village Clerk is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the Clerk's office.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED and APPROVED this 8th day of August, 2011.

APPROVED:

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

ATTEST:

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

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS

**AGENDA NO.** 16

**AGENDA DATE:** 8/08/11

**STAFF REVIEW:** Debbie Hahn

**SIGNATURE:** Debbie Hahn

**LEGAL REVIEW:** William Hennessy

**SIGNATURE:** W. Hennessy

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. Hall

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

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

Effective January 2004, the Illinois Open Meetings Act, Illinois Compiled Statutes required governmental bodies to audio or video record closed meetings. The Illinois Open Meetings Act permits the destruction of verbatim records of closed meetings without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act not less than 18 months after the completion of the meeting recorded. The destruction of these verbatim records are allowed after: 1) It (governmental body) approves the destruction of a particular recording; and 2) It (governmental body) approves written minutes of the closed meeting.

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

The Village Administrator, Village Attorney and Deputy Clerk have reviewed the list of verbatim record by tape to be destroyed of the closed meetings itemized in the Resolution. It was determined that at least 18 months have passed since the completion of each of the closed meetings and the governmental body has approved the written minutes for each of the meetings set forth in Section Two of the Resolution. The Village Staff and Village Attorney recommend the adoption of the Resolution authorizing the destruction of the verbatim record of the closed meetings pursuant to the Illinois Open Meetings Act as listed in Section Two of the Resolution.

**ACTION PROPOSED:** ADOPT THE RESOLUTION.

RESOLUTION NO. 11-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE DESTRUCTION OF  
AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS

---

WHEREAS, the Open Meetings Act requires governmental bodies to audio or video record their closed meetings; and

WHEREAS, this governmental body has complied with that requirement; and

WHEREAS, the Open Meetings Act permits governmental bodies to destroy the verbatim record of closed meetings without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act not less than eighteen (18) months after the completion of the meeting recorded, but only after:

1. It approves the destruction of a particular recording; and

2. It approves written minutes of the closed meeting; and

WHEREAS, for the verbatim record by audio tape of the meeting(s) set forth in Section Two of this Resolution, at least eighteen (18) months have passed since the completion of each of those meetings, and this governmental body has approved written minutes for each of the meetings set forth in Section Two; and

WHEREAS, this governmental body may order the destruction of the verbatim record even if it continues to

withhold the approved minutes of the closed meeting until some later period of time;

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

SECTION ONE: The Whereas clauses set forth above are incorporated herein by reference as if set out in full.

SECTION TWO: The President and Board of Trustees of the Village of Willowbrook hereby orders the destruction of the verbatim record being an audio tape of the following closed meetings:

<u>2009</u>	<u>2010</u>
January 12	February 8
February 9	February 22
February 23	March 1
March 9	March 8
April 13	April 26
May 26	May 10
June 8	May 17
June 22	June 28
July 13	July 12
July 27	July 26
August 10	August 9
September 14	September 13
November 9	October 11
November 19	November 8
November 23	November 22
December 14	
December 21	

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED AND APPROVED this 8th day of August, 2011.

APPROVED:

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

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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