



EST. 1960

Willowbrook

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Willowbrook, IL 60527-5549

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Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

Director of Finance

Carrie Dittman



Proud Member of the
Illinois Route 66 Scenic Byway

A G E N D A

REGULAR MEETING OF THE FINANCE AND ADMINISTRATION
COMMITTEE OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON
MONDAY, MARCH 13, 2017, AT 5:30 P.M. AT THE VILLAGE HALL, 835
MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY,
ILLINOIS.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
 - a) February 13, 2017 Regular Meeting of the Finance & Administration Committee
4. REPORT – GFOA Certificate of Achievement Award Recipient
5. APPROVAL - Supplemental Appropriation
6. APPROVAL – FY 2016/17 Audit Engagement Letter
7. DISCUSSION – Termination of Utility Tax Audit Contract
8. REPORT – Monthly Disbursement Reports – February 2017
9. REPORT – Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax
10. VISITOR'S BUSINESS
11. COMMUNICATIONS
12. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 13, 2017 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Chairman Davi at 5:30 p.m.

2. ROLL CALL

Those present at roll call were Chairman Umberto Davi, Trustee Gayle Neal and Director of Finance Carrie Dittman.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance/Administration Committee held on Monday, January 9, 2017 were reviewed.

Motion to approve made by Chairman Davi, seconded by Trustee Neal. Motion carried.

4. REPORT – GFOA Budget Award Recipient

Director Dittman noted that the Village had submitted its FY 2016/17 budget to the Government Finance Officers Association (GFOA) in August 2016 for consideration for the Distinguished Budget Presentation Award. The Village was notified on January 19, 2017 that the Village received the award, which reflects the commitment of the Village and staff to meeting the highest principles of governmental budgeting. In order to receive the award, the Village had to satisfy nationally recognized guidelines for effective budget presentation. Only 1,565 participants throughout North America received this award for the most recent year. The award was the 15th consecutive budget award the Village of Willowbrook has received.

Village staff are currently preparing the budget for FY 2017/18, and plan to submit that to GFOA for consideration as well.

The Committee accepted the report.

5. REPORT – Monthly Disbursement Reports – January 2017

The Committee reviewed and accepted the disbursement reports for the month of January and key items are highlighted below:

- Total cash outlay for all Village funds – \$1,472,885. Fiscal Year to Date is \$12,303,585.
- Payroll for active employees including all funds - \$300,427 (2 payrolls). The average payroll for the year was \$150,524, which is a 12.86% decrease from the prior fiscal year.
- Average daily outlay of cash for all Village funds – \$47,512. Fiscal year to date daily average is \$44,639.
- Average daily expenditures for the General Fund only - \$32,341. Fiscal year to date average is \$25,238.

6. REPORT – Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax

All revenues are fiscal year to date collections through January 31, 2017 (unaudited):

- Sales tax receipts - \$2,826,367 up 0.11% from the prior year. Trending 5.3% over budget.
- Income Tax receipts - \$592,132 down 13.15% compared to the prior year, 6.8% over budget. IDOR has communicated to DMMC that this is due to “an accounting change” and it affects all municipalities, but IDOR has not given further details about the accounting change or if it will be ongoing.
- Utility tax receipts - \$707,451 down 0.04% from the prior year, 2.8% under budget, consisting of:
 - Telecomm tax - \$297,508, down 6.88%.
 - Northern IL gas - \$77,137, up 11.61%
 - ComEd - \$335,870, up 4.44%
- Places of Eating Tax receipts - \$381,014 down 4.15% compared to the prior year, trending 4.6% over budget.
- Fines - \$120,732 up 22.16% compared with the prior year, 24.97% over budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$601,504 up 184.19% from the prior year receipts (in the prior year the cameras were down due to road construction and camera maintenance), trending 107.4% above budget. The budget for the first 4 months of FY 2016/17 was reduced due to the Rt. 83/63rd St. intersection cameras being out of service due to the road construction project. Those cameras are still down with no anticipated “go live” date yet given by ATS or IDOT.
- Building Permit receipts - \$431,104 up 42.53% from the prior year, 133.50% above budget.
- Water sales receipts - \$2,809,102 up 11.4% from the prior year, 3.68% above budget.
- Hotel/Motel Tax receipts - \$195,804 up 17.04% compared with the prior year. May & June 2015 collections (from April & May 2015 tax receipts) were still taxed at 1%. The hotel/motel tax rate increased to 5% effective June 1, 2015. Three of the four hotels are open and active. The revenue is trending at 2.3% higher than budget.
- Motor Fuel Tax receipts - \$163,919 down 0.87% compared with the prior year, 1.9% below budget.

The reports above were approved by Chairman Davi and Trustee Neal.

7. VISITOR’S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

Director Dittman noted that she received an inquiry from a resident on the new business district tax that went into effect January 1, 2017. They provided a sales receipt from a restaurant in the business district and Director Dittman verified that the tax collected was the correct percentage.

A second communication was received from a resident who purchased a phone at the Verizon store in the Village located at Rt. 83 & 75th Street, who noted that his bill showed a 1.00% sales tax charge from the City of Darien. Director Dittman collected additional information from the resident and sent a formal request to the Illinois Department of Revenue to look into the possible error.

9. ADJOURNMENT

Motion to adjourn at 5:58 p.m. was made by Chairman Davi, seconded by Trustee Neal. Motion carried.

(Minutes transcribed by: Carrie Dittman, 3/6/2017)

COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

GFOA *CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING* AWARD FOR THE VILLAGE'S FISCAL YEAR 2015/16

COMMITTEE REVIEW

- ☒ Finance/Administration
- ☐ Municipal Services
- ☐ Public Safety

Meeting Date: 3/13/2017

- | | |
|--|---|
| <input type="checkbox"/> Discussion Only | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) |
| <input checked="" type="checkbox"/> Regular Report | <input type="checkbox"/> Report/documents requested by Committee |

BACKGROUND

In October 2016, the Village submitted its FY 2015/16 audited financial statements to the Government Finance Officers Association (GFOA) for consideration of the Certificate of Achievement for Excellence in Financial Reporting (CAFR) Award. The award program was established in 1945 to encourage and assist state and local governments to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The goal of the program is not to assess the financial health of participating governments, but rather to ensure that users of their financial statements have the information they need to do so themselves.

Reports submitted to the CAFR program are reviewed by selected members of the GFOA professional staff and the GFOA Special Review Committee (SRC), which comprises individuals with expertise in public sector financial reporting and includes financial statement preparers, independent auditors, academics, and other finance professionals.

The Village was notified in February that it has received the CAFR Award for the FY 2015/16 fiscal year. This was the 28th consecutive CAFR award the Village has received.

Upon conclusion of the audit of the FY 2016/17, which will occur in early fall, the Village will submit the audited financial statements to GFOA for consideration of the award program as well.

REQUEST FOR FEEDBACK (if any)

STAFF RECOMMENDATION (if any)



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

02/09/2017

NEWS RELEASE

For Information contact:
Technical Services Center (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Village of Willowbrook** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

SUPPLEMENTAL APPROPRIATION ORDINANCE REVISING THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017 FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

COMMITTEE REVIEW

- ☒ Finance/Administration
☐ Municipal Services
☐ Public Safety

Meeting Date: 3/13/2017

- | | |
|---|--|
| <input type="checkbox"/> Discussion Only | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input checked="" type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) |
| <input type="checkbox"/> Discussion Only | <input type="checkbox"/> Report/documents requested by Committee |

BACKGROUND

The Village is under the Illinois Appropriation Act and each year is required to adopt an appropriation ordinance within the first quarter of the fiscal year. The ordinance does not replace the previously adopted Administrative Budget that serves as the management tool to monitor expenditures/expenses against approved budgeted line items. The ordinance provides expenditure/expense amounts by fund that the Village cannot exceed in the fiscal year 2016-17. Generally, administrative budget amounts are doubled to form the appropriation amounts.

The original appropriation for FY 2016-17 was approved on June 13, 2016; at time of passage, the Village had not yet established the Rt. 83/Plainfield Road Business District. Upon establishment of the Business District, which occurred on July 11, 2016, the Village created the Rt. 83/Plainfield Road Business District Tax Fund. The fund will account for sales taxes generated by the business district and expenditures incurred related to the creation and administration of the business district.

As of January 31, 2017, approximately \$55,000 has already been incurred, with more expected through the end of the fiscal year, thus it is necessary to adopt a supplemental appropriation to expend these funds. The Village estimates that \$75,000 of expenditures will be incurred through April 30, 2017, and in accordance with practice to double the budget to form the appropriation, \$150,000 is included in the supplemental appropriation.

STAFF RECOMMENDATION

Approve the supplemental appropriation, which will be presented at the Village board meeting tonight (March 13, 2017).

ORDINANCE NO. 17-O-_____

A SUPPLEMENTAL APPROPRIATION ORDINANCE
REVISING THE ANNUAL APPROPRIATION ORDINANCE FOR THE
FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017
FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

WHEREAS, on June 13, 2016, the Village Board of Trustees of the Village of Willowbrook passed and approved Ordinance No. 16-O-22 entitled, "Annual Appropriation Ordinance" of the Village of Willowbrook, DuPage County, Illinois for the fiscal year beginning May 1, 2016 and ending April 30, 2017; and

WHEREAS, section 8-2-7 of the Illinois Municipal Code (65 ILCS 5/8-2-7), provides that the Village may adopt a Supplemental Appropriation Ordinance in an amount not in excess of the aggregate of any additional revenue available to the Village, or estimated to be received by the Village, subsequent to the adoption of the Annual Appropriation Ordinance for that respective fiscal year; and

WHEREAS, subsequent to the adoption of its 2016 Appropriation Ordinance, the Village, on July 11, 2016, by Ordinance Nos. 16-O-30, 16-O-31 and 16-O-32, adopted and approved ordinances creating a business district within the Village of Willowbrook proposing a retailer's occupation tax and service occupation tax within the district for the planning, execution and implementation of business district plans and to

pay for business district project costs of pursuant to the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1 et seq.); and

WHEREAS, in order to fulfill its obligation under the Business District Plan, it is necessary for the Village to appropriate certain funds to pay incurred expenses related to the created business district; and

WHEREAS, the Annual Appropriation Ordinance for the fiscal year beginning May 1, 2016 and ending April 30, 2017, did not include appropriations for expenditures incurred to date for the business district; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that sufficient funds are available and it is necessary, desirable and in the best interest of the Village of Willowbrook to adopt a Supplemental Appropriation Ordinance in order to take into account incurred expenses related to the business district.

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

SECTION ONE: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance as if fully restated therein.

SECTION TWO: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Willowbrook revise its Annual Appropriation Ordinance for the fiscal year commencing May 1, 2016 and ending April 30, 2017, to include the sum of one hundred fifty thousand dollars (\$150,000.00), or so much thereof as may be necessary, from revenue of the Village to pay its share of the costs and expenses incurred for the business district.

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

[The rest of this page intentionally left blank]

SECTION FOUR: This Ordinance shall be in full force and effect upon its passage by two-thirds (2/3) of the members of the corporate authorities of the Village of Willowbrook and approval in accordance with law.

PASSED and APPROVED this _____ day of March, 2017.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

CLERK CERTIFICATE

I, LEROY HANSON, the duly qualified and acting clerk of the Village of Willowbrook, DuPage County, Illinois, do certify that attached hereto is a true and correct copy of an ordinance entitled,

ORDINANCE NO. 17-O-_____

**SUPPLEMENTAL APPROPRIATION ORDINANCE REVISING THE ANNUAL
APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING MAY 1,
2016 AND ENDING APRIL 30, 2017 FOR THE VILLAGE OF WILLOWBROOK,
DUPAGE COUNTY, ILLINOIS**

which Ordinance was duly adopted by the Mayor and Board of Trustees of the Village of Willowbrook at a regular meeting held on the _____ day of March, 2017.

I DO FURTHER CERTIFY that a quorum of the Village Board of Trustees was present at the said meeting, and that the Village Board of Trustees complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of March, 2017.

LEROY HANSON, Village Clerk
Village of Willowbrook
DuPage County, Illinois

CHIEF FISCAL OFFICER'S CERTIFICATE OF ESTIMATED REVENUES - AMENDED

For Village of Willowbrook, DuPage County, Illinois

I, Carrie Dittman, DO HEREBY CERTIFY AS FOLLOWS:

1. I am the Chief Fiscal Officer for the Village of Willowbrook, DuPage County, Illinois
2. I estimate the revenue by source, of said Village of Willowbrook, for the fiscal year beginning May 1, 2016 and ending April 30, 2017, to be as follows:

GENERAL CORPORATE FUND

Property Taxes	\$	180,821
Sales Taxes		3,600,000
Other Taxes		2,469,428
Licenses		172,000
Permits		232,500
Fines		655,000
Charges & Fees		60,600
Park & Recreation		39,058
Interest Income		1,750
Other		1,373,252
Total General Corporate Fund	\$	8,784,409

WATER FUND

Water Sales		3,545,000
Other Revenue		9,600
Interest Income		1,000
Water Connection Fees		3,000
Total Water Fund	\$	3,558,600

HOTEL/MOTEL TAX FUND

Hotel/Motel Tax		243,000
Interest Income		30
Total Hotel/Motel Tax Fund	\$	243,030

MOTOR FUEL TAX FUND

Motor Fuel Tax		221,186
Interest Income		150
Total Motor Fuel Tax Fund	\$	221,336

SSA BOND AND INTEREST FUND

Property Taxes		319,485
Interest Income		35
Total SSA Bond and Interest Fund	\$	319,520

POLICE PENSION FUND

Village Contributions		805,810
Employee Contributions		202,140
Interest Income		500,000
Total Police Pension Fund	\$	1,507,950

WATER CAPITAL IMPROVEMENTS FUND

IEPA Loan Proceeds		931,460
Transfers In From Other Funds		100,000
Interest Income		50
Total Water Capital Improvements Fund	\$	1,031,510

CAPITAL PROJECTS FUND

None		-
Total Capital Projects Fund	\$	-

DEBT SERVICE FUND

Transfer From General Fund	278,979
Transfer From Water Fund	47,051
Total Debt Service Fund	<u>\$ 326,030</u>

LAND ACQUISITION, FACILITY EXPANSION AND RENOVATION FUND

Transfer From General Fund	25,000
Interest Income	500
Total Land Acquisition, Facility Expansion and Renovation Fund	<u>\$ 25,500</u>

RT. 83/PLAINFIELD ROAD BUSINESS DISTRICT TAX FUND

Sales Taxes	150,000
Total Rt. 83/Plainfield Road Business District Tax Fund	<u>\$ 150,000</u>

TOTAL ALL FUNDS	<u>\$ 16,167,885</u>
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Carrie Dittman
Director of Finance

Date

COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

PROPOSAL FOR FY 2016/17 AUDIT SERVICES:
BKD, LLP

COMMITTEE REVIEW

- ☒ Finance/Administration
- ☐ Municipal Services
- ☐ Public Safety

Meeting Date: 3/13/2017

- ☐ Discussion Only
- ☒ Approval of Staff Recommendation (for consideration by Village Board at a later date)
- ☐ Seeking Feedback
- ☐ Approval of Staff Recommendation (for immediate consideration by Village Board)
- ☐ Discussion Only
- ☐ Report/documents requested by Committee

BACKGROUND

In FY 2010, the Village approved a three year contract with the accounting firm of Wolf & Company to provide audit services for the Village and its TIF Fund. The change in auditors was needed as the prior audit firm of Sikich LLP could not provide both Interim Village Administrator services and audit services in the same audit period. After FY 2012, Wolf (which was merged into another firm called BKD in 2015) continued to conduct the Village's annual audit on a year-to-year basis at the following fees:

FY 2012: \$24,100 (last year of contract)
FY 2013: \$24,800 (2.9% increase)
FY 2014: \$25,300 (2.0% increase)
FY 2015: \$25,800 + \$1,700 GASB 67 = \$27,500
FY 2016: \$25,500 + \$3,400 GASB 68 (Village & Police Pension) = \$28,900

The Village's prior audit partner and manager stayed with BKD, and BKD has submitted a one year engagement letter to perform the Village audit for the year ended April 30, 2017 at a fee of \$30,500. This includes the base audit fee of \$29,750 plus additional fees of \$750 to implement GASB Statement No. 72, a new accounting pronouncement. This represents an overall increase of \$1,600 or 5.5% over last year's total fee. If the Village needed a separate single audit of its federal funds received (i.e., from the IEPA loan), the auditors would charge an additional \$3,000.

The Village is not bound to remain with BKD and could change auditors at any time. However, the RFP process to select a new auditor can be time consuming and somewhat costly. Therefore, staff would recommend at the present time that we accept a one-year audit extension with BKD.

STAFF RECOMMENDATION

The Village has continued to receive a Certificate of Achievement for Excellence in Financial Reporting award from the GFOA each year BKD/Wolf has been the auditor. In addition, Village staff has not had issues with BKD or their employees assigned to the audit engagement. Therefore, staff would recommend that the Village accept the attached engagement letter with BKD, LLP for a one-year auditing services agreement for Fiscal Year 2016/17.

March 7, 2017

Mr. Tim Halik, Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the **VILLAGE OF WILLOWBROOK, ILLINOIS** (Village).

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the basic financial statements of the Village as of and for the year ended April 30, 2017, and the related notes to the basic financial statements.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing

Mr. Tim Halik, Village Administrator
Village of Willowbrook
March 7, 2017
Page 2 of 7

concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Scott C. Termine is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of the Village. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether combining and individual fund statements and schedules ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

YOUR RESPONSIBILITIES

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;

Mr. Tim Halik, Village Administrator
Village of Willowbrook
March 7, 2017
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- ii. Additional information that we may request from management for the purpose of the audit; and
- iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

OTHER SERVICES

We will provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes, including assistance in implementing GASB Statement No. 72.

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate

Mr. Tim Halik, Village Administrator
Village of Willowbrook
March 7, 2017
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a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

The fee for our services will be \$30,500, which includes \$750 related to implementation of GASB Statement No. 72. An additional \$3,000 fee would apply if a Single Audit is determined to be needed. We will waive our standard administrative fee of 4% to cover items such as supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such information or communications with any and all internal or external advisors and experts you deem appropriate before acting on any such information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to

Mr. Tim Halik, Village Administrator
Village of Willowbrook
March 7, 2017
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them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

In the event BKD or its affiliates or their employees, partners, shareholders, officers or directors (collectively "BKD Parties") are requested or authorized by the Village or are required by government regulation, subpoena, order or other legal process to produce documents or to provide testimony as witnesses with respect to any services rendered pursuant to this engagement or any other work or services provided by BKD Parties, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests, order, subpoenas or legal process.

The Village and BKD Parties agree that no claim or cause of action against BKD Parties arising in whole or in part out of services performed or to be performed under this engagement shall be filed more than two years after (i) the date of the report issued by BKD Parties pursuant to this engagement or (ii) the date of this engagement letter if no report has been issued. The Village and BKD Parties further agree that the maximum liability of BKD Parties for any and all claims and causes of action which may be asserted by the Village arising in whole or in part from any aspect of this engagement is limited to three times the total amount of fees paid by the Village to BKD Parties for services rendered under this engagement letter. The Village waives any claim or cause of action for punitive or exemplary damages against BKD Parties.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

Mr. Tim Halik, Village Administrator
Village of Willowbrook
March 7, 2017
Page 6 of 7

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. A third-party service provider will assist us with your engagement by providing information for the pension actuary reports and investment valuation.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

Mr. Tim Halik, Village Administrator
Village of Willowbrook
March 7, 2017
Page 7 of 7

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

BKD, LLP

Acknowledged and agreed to on behalf of

VILLAGE OF WILLOWBROOK

BY _____
Name and Title - Member of Management

DATE _____

**FINANCE & ADMINISTRATION COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET**

AGENDA ITEM DESCRIPTION

DISCUSSION – TERMINATION OF UTILITY TAX AUDIT CONTRACT

COMMITTEE REVIEW

- ☒ Finance/Administration
☐ Municipal Services
☐ Public Safety

Meeting Date: 3/13/2017

- | | |
|---|---|
| <input type="checkbox"/> Discussion Only | <input checked="" type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) |
| <input type="checkbox"/> Regular Report | <input type="checkbox"/> Report/documents requested by Committee |

BACKGROUND

In October 2005, the Administrator at the time brought forth a proposal from AZAVAR to perform a utility tax and cable franchise fee audit, whereby AZAVAR would conduct an audit of various utility companies to determine if there were past, present and future utility taxes that were not properly being paid to the Village. Any address discrepancies discovered during AZAVAR's audit would be corrected, and if to the benefit to the Village, then AZAVAR would collect 50% of the new utility tax revenue for a period of 60 months.

At that time, the Village Board did not approve the agreement with AZAVAR. In September 2006, the Administrator at the time again proposed the service to the Village board, and the attached professional services agreement was passed via resolution on September 25, 2006. At that time, staff had believed and indicated to the Village board that the services would last for a period of 60 months, which was the revenue sharing period with AZAVAR as indicated in their contract.

However, upon conclusion of the initial audits of telecommunication and cable franchise providers and the related revenue sharing period, AZAVAR began new audits of ComEd and Nicor and has informed the Village recently that they believe the service contract runs in perpetuity, which is in contradiction to Illinois Law that mandates that any contracts must expire upon the end of the then current Mayor's term.

Current staff does not believe the AZAVAR contract should continue for the following reasons:

- In accordance with Illinois law, the term of the agreement cannot exceed the term of the Mayor at execution, and the contract was executed approximately 11 years (3 Mayoral terms) ago;
- The results of the services performed to date by AZAVAR have not been what was originally expected and what the Village was led to believe.

REQUEST FOR FEEDBACK

Staff is recommending that the current agreement should be terminated. If so, the Village Board would need to adopt a resolution terminating the agreement.

STAFF RECOMMENDATION

RESOLUTION NO. 06-R- 52

A RESOLUTION AUTHORIZING THE VILLAGE
ADMINISTRATOR TO ENTER INTO A CERTAIN
AGREEMENT - AZAVAR TECHNOLOGIES - MUNICIPAL
UTILITY TAX AUDIT PROGRAM

BE IT RESOLVED by the President and Board of Trustees
of the Village of Willowbrook, DuPage County, Illinois, that the
Village Administrator is hereby authorized to execute an
agreement with AZAVAR Technologies for the purpose of providing
a Municipal Utility Tax Audit per the terms and conditions
contained in the form of the Agreement attached hereto as
Exhibit "A" which is, by this reference, expressly incorporated
herein.

ADOPTED and APPROVED this 25th day of September, 2006.

APPROVED:


Village President

ATTEST:


Village Clerk

ROLL CALL VOTE:

AYES: Baker, Mistale, Brown, Nardi, Schneider, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into as of the 9th day of October, 2006, by and between Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 234 South Wabash Avenue, Sixth Floor, Chicago, Illinois 60604 ("Azavar"), and The Village of Willowbrook, an Illinois municipality having its principal place of business at 7760 Quincy Street, Willowbrook, Illinois 60527 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

- (a) Azavar shall separately audit the Electric (Commonwealth Edison), Gas (NICOR), Telecommunications (Ameritech/SBC and other providers including mobile providers), and Cable (Franchise Fee) utility taxpayers on behalf of the Customer;
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, or any other monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid/collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies;
- (c) Azavar will require full access to Customer records and utility taxpayer records to complete these audits and Customer will use its authority as necessary to provide information and procure data from taxpayers;
- (d) Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with utilities;
- (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific utility audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability for these errors or actions arising from knowledge thereof. Should the Customer want Azavar to continue the audit after such disclosure and notice of termination, the Customer will pay all Azavar expenses and fees on a time and materials basis for that utility audit to date and for future work related to that audit;
- (f) Customer understands that each utility taxpayer is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a utility taxpayer will take to limit its responsibility or accountability during the audit. Should Customer decide to waive all or a portion of funds identified as payable to Customer during an audit, the Customer will pay all Azavar expenses and fees on a time and materials basis for that utility audit in addition to any applicable contingency fees on the portion collected;
- (g) The first audit start date is expected to be no later than November 1 unless changed and approved by the Customer Primary Contact and Liaison;
- (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been met from previously completed audits however overlapping audit work may take place at the discretion of the Azavar Project Manager. Project timelines are set at the discretion of Azavar;
- (i) Project Management and Status meetings will be held regularly via phone, email, or in person throughout the course of this audit between the Azavar Project Manager and the Customer Primary Contact and will occur approximately every month;
- (j) Jason Perry, Project Manager, and Mike Riffel, Program Coordinator, will be Auditors under this agreement. All Azavar consultants shall be supervised by the Azavar project manager, who will maintain constant control over audits under this agreement and see them through to their conclusion.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be their Audit Primary Contact and Liaison. The Customer's Audit Primary Contact will be the final decision maker for the Customer as it relates to this audit and will meet with the Azavar Project Manager and project staff on a regular basis as agreed. Lack of participation of Customer staff, especially at critical milestones during the audit, will adversely affect the project timeline and successful recovery of funds. While we strive to provide our audit programs as turn key as possible and requiring little Customer staff time as possible, it is important that the Customer's staff be available for meetings and participation with utilities to properly verify tax records.

1.3 Azavar shall be responsible for providing the Services in substantial accordance with the above Scope of Services. Azavar will render the services provided in a workmanlike manner.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. **PAYMENT TERMS.**

- 3.1 Customer shall compensate Azavar the fees set forth in this agreement on a professional services and contingency basis.. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. Failure to pay any fee or part thereof when due will incur finance charges, interest fees (12% per annum), and collection action. Azavar is entitled to recover all costs of collection including reasonable attorney's fees for all efforts to collect fees from the customer. Contingency payment terms are outlined below. If you later implement during the next sixty (60) months any recommended action you declined for our programs, including overall utility audits included herein, we are entitled to our share of the savings and/or recoveries over the following sixty (60) months, as outlined below.
- 3.2 The Customer will pay Azavar fifty (50) percent of estimated funds recovered per account, per utility for sixty (60) months following when tax on an individual account begins to be properly remitted by the utility to the Customer. In the event Azavar is able to recover any retroactive funds at any time, Customer will pay Azavar fifty (50) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for and/or by the Customer from any audited utility taxpayer. All contingency fees paid to Azavar are based on determinations of recovery by Azavar and are due within thirty (30) days of receipt of any funds from utility taxpayer. All revenue after the subsequent sixty (60) month period for each account individually will accrue to the sole benefit of the Customer.
- 3.3 Will County Municipalities Audit Coalition Discount. Azavar will discount the prospective contingency payments referred to in Section 3.2 above (not including retroactive contingency payments) by twelve (12) percent (discounted from fifty (50) percent to forty-four (44) percent) for all Will County communities executing this agreement with Azavar between May 1, 2006 and October 31, 2006 such that a) at least ten (10) Will County Governmental League communities execute the agreement and (b) said ten (10) communities execute this agreement between May 1, 2006 and October 31, 2006.

4. **CONFIDENTIAL INFORMATION**

- 4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, and (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party.
- 4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

- 5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

- 7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3 The provisions relating to non-disclosure of Confidential Information set forth in Section 3 above, Payment Terms, Section 4 above, Intellectual Property in sections 5.1 and 5.2, the Nonsolicitation of Employees set forth in Section 10 below, and use of Customer's name set forth in Section 11 below, shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar
Azavar Technologies Corporation
234 South Wabash Avenue, Sixth Floor
Chicago, Illinois 60604

If to Customer
The Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto.
10. NONSOLICITATION OF EMPLOYEES. During the period in which any Exhibit to this Agreement is in effect and for a period of six (6) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers) shall not be deemed to be a violation of this Section 10.
11. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
12. COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

THE VILLAGE OF WILLOWBROOK

BY (SIGNATURE):

NAME:

TITLE:

AZAVAR TECHNOLOGIES CORPORATION

BY (SIGNATURE):

NAME:

TITLE:

**VILLAGE OF WILLOWBROOK
CHECKS ISSUED
FISCAL YEAR 2016-2017**

<u>MONTH</u>	<u>BOARD APPROVED WARRANTS</u>	<u>GROSS PAYROLL (ACTIVE & POLICE PENSION)</u>	<u>Note 1 HANDWRITTEN CHECKS</u>	<u>MONTHLY TOTAL</u>
MAY	\$ 265,430.11	\$ 189,255.84		
MAY	326,911.09	243,407.01	\$ 163,229.59 2	\$ 1,188,233.64
JUNE	368,931.28 1	133,593.33		
JUNE	369,354.68	253,332.65	15,974.23	\$ 1,141,186.17
JULY	186,123.25	133,156.27		
JULY	531,096.48	266,322.95	12,193.24	\$ 1,128,892.19
AUG	131,056.97 1	130,422.46		
AUG	492,424.14	259,571.74	174,863.73 3	\$ 1,188,339.04
SEPT	480,705.37 1	128,540.26		
SEPT	687,025.00	154,733.70		
SEPT		210,019.82	4,804.55	\$ 1,665,828.70
OCT	283,777.53	147,820.98		
OCT	401,974.51	212,080.70	227,572.17 4	\$ 1,273,225.89
NOV	320,875.58	147,772.97		
NOV	578,509.26	213,363.91	451,059.54 5	\$ 1,711,581.26
DEC		162,250.92		
DEC - safety		30,482.00		
DEC	637,992.04	219,493.83	483,194.20 5	\$ 1,533,412.99
JAN	154,175.94 6	168,283.22		
JAN	667,009.88	219,621.86	263,794.55 3	\$ 1,472,885.45
FEB	354,941.90	142,939.98		
FEB	86,703.55	223,334.25	372,324.12 5	\$ 1,180,243.80
MAR				
MAR				
MAR				\$ -
APR				
APR				
	<u>\$ 7,325,018.56</u>	<u>\$ 3,989,800.65</u>	<u>\$ 2,169,009.92</u>	<u>\$ 13,483,829.13</u>

Note 1 Handwritten checks from prior month that appear on this warrant report have been subtracted so they are not double counted

Note 2 Purchase of 3 squad cars (approved as separate agenda item May 9) & bond interest payment due before next board meeting.

Note 3 Includes payment to Am-Coat Painting for 3 MG standpipe repainting

Note 4 Includes 2 payments to Crowley-Sheppard Asphalt approved separately by Village Board

Note 5 Includes payments to LJ Morse approved separately by Village Board

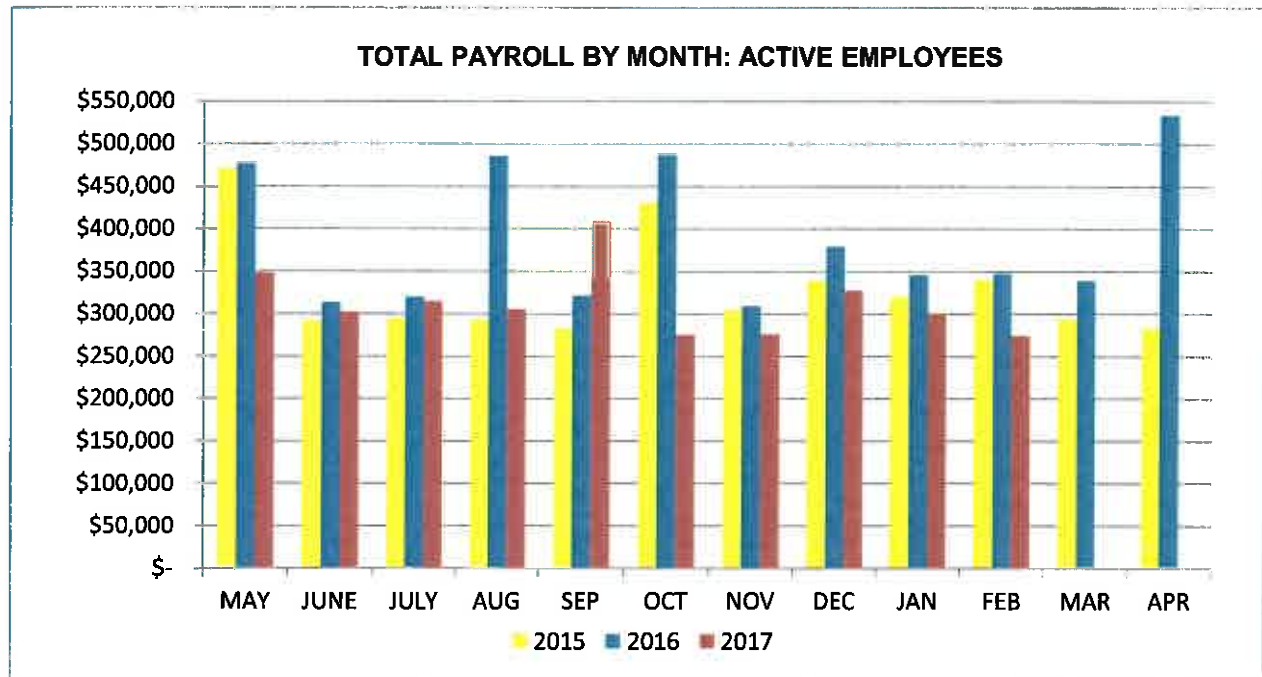
Note 6 Subtracted SSA bond payment included in Dec (check voided and replaced by ACH)

**VILLAGE OF WILLOWBROOK
PAYROLL - BY MONTH/YEAR
FY 2015 - FY 2017**

MONTHLY PAYROLL TOTALS (ACTIVE EMPLOYEES ONLY)

MONTH	FISCAL 2015	# of payrolls	FISCAL 2016	# of payrolls	FISCAL 2017	# of payrolls
MAY	\$ 470,295	3	\$ 478,815	3	\$ 348,394	2
JUNE	291,365	2	313,049	2	302,429	2
JULY	294,243	2	320,009	2	314,983	2
AUG	291,799	2	485,924	2	305,498	2
SEP	281,936	2	321,599	2	408,797	3
OCT	430,136	3	489,679	3	275,405	2
NOV	304,659	2	309,630	2	276,469	2
DEC	338,781	2	379,193	2	327,559	2 *
JAN	319,576	2	345,774	2	300,427	2
FEB	339,390	2	347,437	2	274,528	2
MAR	293,374	2	339,053	2		
APR	282,993	2	533,906	3		
TOTAL	\$ 3,938,547	26	\$ 4,664,069	27	\$ 3,134,490	21
AVERAGE PAYROLL	\$ 151,483		\$ 172,743		\$ 149,261	
CHANGE FROM PRIOR YEAR	2.32%		14.04%		-13.59%	

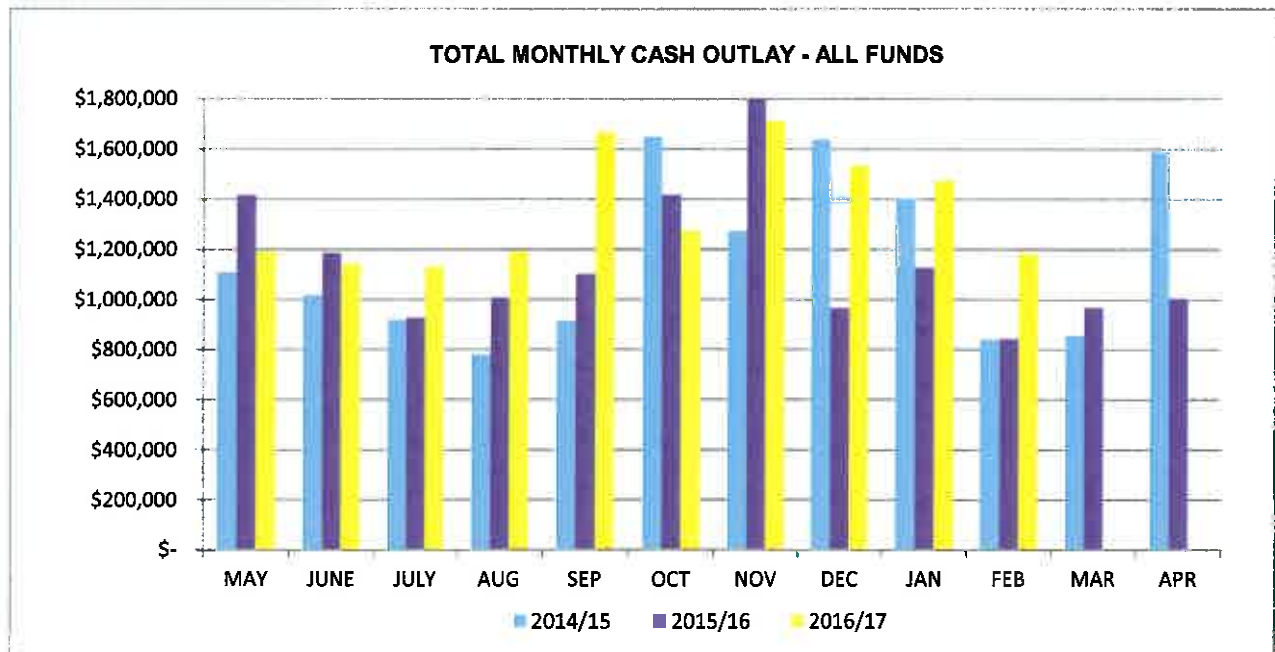
* Includes safety incentive



**VILLAGE OF WILLOWBROOK
CASH OUTLAY
ALL FUNDS**

MONTH	MONTHLY TOTALS			AVERAGE DAILY OUTLAY	
	FISCAL 2014/15	FISCAL 2015/16	FISCAL 2016/17	FISCAL 2016/17	FISCAL 2015/16
MAY	\$ 1,108,403	\$ 1,416,426 *	\$ 1,188,234 ***	\$ 38,330	\$ 45,691
JUNE	1,018,003	1,186,012	1,141,186	38,040	39,534
JULY	919,041	927,140	1,128,892	36,416	29,908
AUG	780,108 *	1,007,224 ***	1,188,339 #	38,334	32,491
SEP	915,354 *	1,102,832	1,665,829 #	55,528	36,761
OCT	1,647,789 *	1,417,022 ***	1,273,226	41,072	45,710
NOV	1,272,189 *	1,807,192 ****	1,711,581 @	57,053	60,240
DEC	1,637,513 *	966,771	1,533,413 @	49,465	31,186
JAN	1,403,200 *	1,128,355	1,472,885 #	47,512	36,399
FEB	842,728	843,545	1,180,244 @	42,152	30,127
MAR	858,059	968,714			31,249
APR	1,589,708 **	1,003,924			33,464
TOTAL	\$ 13,992,094	\$ 13,775,157	\$ 13,483,829		
AVERAGE	\$ 1,166,008	\$ 1,147,930	\$ 1,348,383	\$ 44,390	\$ 37,730

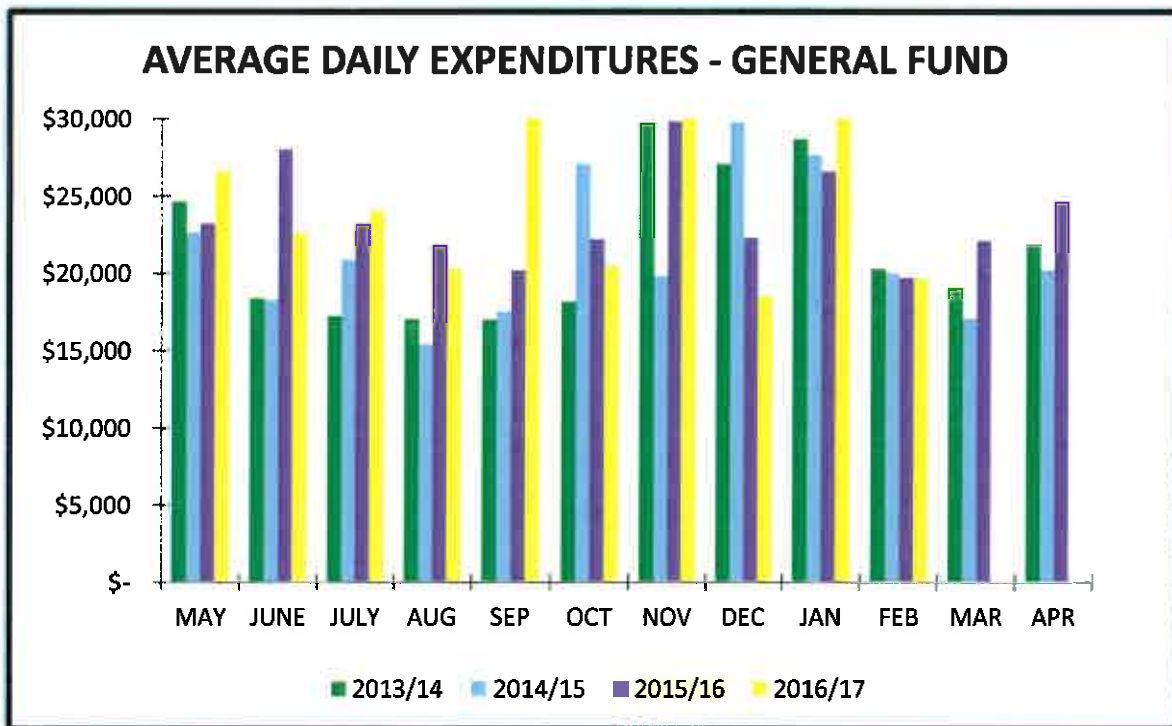
- * Includes payment to FBG Corp. for Village Hall remodel
- ** Includes payment to DuPage County of \$670,519.93 for remaining TIF funds
- *** Includes retirement payout
- **** Includes final sales tax sharing payment on Town Center (typically paid in Dec)
- # Includes payment to Am-Coat Painting for standpipe repainting
- @ Includes payment to LJ Morse for police department renovation



**VILLAGE OF WILLOWBROOK
AVERAGE DAILY EXPENDITURES
GENERAL FUND**

<u>MONTH</u>	<u>FISCAL 2013/14</u>	<u>FISCAL 2014/15</u>	<u>FISCAL 2015/16</u>	<u>FISCAL 2016/17</u>
MAY	\$ 24,650	\$ 22,642	\$ 23,224	\$ 26,585
JUNE	18,407	18,301	28,030	22,563
JULY	17,253	20,913	23,173	24,006
AUG	17,060	15,408	21,816	20,266
SEP	16,988	17,512	20,205	31,190
OCT	18,151	27,062	22,217	20,454
NOV	29,654	19,812	29,824	31,257
DEC	27,052	29,772	22,293	18,476
JAN	28,676	27,646	26,606	32,341
FEB	20,293	20,004	19,732	19,649
MAR	19,027	17,084	22,134	
APR	21,927	20,221	24,628	

AVERAGE \$ 21,595 \$ 21,365 \$ 23,657 \$ 24,679



VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL SALES AND USE TAXES

MONTH DIST	SALE MADE		12-13	13-14	14-15	15-16	16-17
MAY	FEB	\$	261,216	\$ 250,138	\$ 245,589	\$ 253,282	\$ 267,882
JUNE	MAR		308,159	304,370	293,285	301,469	312,681
JULY	APR		288,609	295,557	293,319	267,013	269,580
AUG	MAY		316,487	334,102	342,029	328,251	331,887
SEPT	JUNE		336,664	338,139	330,203	349,847	398,196
OCT	JULY		291,508	300,405	318,631	306,409	316,266
NOV	AUG		330,699	332,925	349,800	337,896	315,293
DEC	SEPT		300,348	288,422	287,860	360,843	325,374
JAN	OCT		282,374	283,164	303,324	318,340	289,208
FEB	NOV		306,325	295,860	296,349	304,839	304,898
MARCH	DEC		377,505	387,074	365,874	393,072	
APRIL	JAN		277,850	234,816	253,532	266,970	
TOTAL		\$	3,677,745	\$ 3,644,970	\$ 3,679,794	\$ 3,788,231	\$ 3,131,265
MTH AVG		\$	306,479	\$ 303,747	\$ 306,650	\$ 315,686	\$ 313,127
BUDGET		\$	3,493,374	\$ 3,447,000	\$ 3,450,000	\$ 3,600,000	\$ 3,600,000

YEAR TO DATE LAST YEAR : \$ 3,128,189

YEAR TO DATE THIS YEAR : \$ 3,131,265

DIFFERENCE : \$ 3,076

PERCENTAGE CHANGE :

0.10%

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 3,600,000

PERCENTAGE OF YEAR COMPLETED : 83.33%

PERCENTAGE OF REVENUE TO DATE : 86.98%

PROJECTION OF ANNUAL REVENUE : \$ 3,791,956

EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 191,956

EST. PERCENT DIFF ACTUAL TO BUDGET **5.3%**

VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL INCOME TAXES

MONTH		12-13		13-14		14-15		15-16		16-17
MAY	\$	107,307	\$	145,711	\$	129,077	\$	153,084	\$	116,485
JUNE		56,417		49,504		48,077		63,573		55,680
JULY		72,448		75,818		79,570		89,698		79,465
AUG		45,462		47,106		46,418		52,054		46,276
SEPT		45,094		45,955		45,391		49,578		50,547
OCT		71,005		80,177		80,992		87,136		74,694
NOV		53,652		53,084		54,604		57,454		50,133
DEC		44,277		42,371		41,059		44,933		45,419
JAN		68,634		78,464		69,567		84,307		73,433
FEB		81,019		83,270		103,795		92,258		84,930
MARCH		45,430		47,560		45,280		53,411		
APRIL		78,886		83,170		92,531		82,644		
TOTAL	\$	769,631	\$	832,190	\$	836,361	\$	910,130	\$	677,062
MTH AVG	\$	64,136	\$	69,349	\$	69,697	\$	75,844	\$	67,706
BUDGET	\$	646,306	\$	725,760	\$	787,000	\$	634,095	\$	740,418

Boxed Numbers - Village has not yet received distribution

YEAR TO DATE LAST YEAR: \$ 774,075
 YEAR TO DATE THIS YEAR: \$ 677,062
 DIFFERENCE: \$ (97,013)

PERCENTAGE CHANGE:

-12.53%

BUDGETED REVENUE: \$ 740,418
 PERCENTAGE OF YEAR COMPLETED : 83.33%
 PERCENTAGE OF REVENUE TO DATE : 91.44%
 PROJECTION OF ANNUAL REVENUE : \$ 796,065
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 55,647
 EST. PERCENT DIFF ACTUAL TO BUDGET **7.5%**

VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL UTILITY TAXES

Telecommunications Tax - 6% Nicor & Com-Ed - 5%

MONTH	12-13		13-14		14-15		15-16		16-17	
MAY	\$	93,102	\$	90,574	\$	99,485	\$	76,117	\$	76,429
JUNE		117,206		89,915		85,846		77,206		73,715
JULY		87,823		85,555		83,409		74,787		78,330
AUG		101,980		92,752		82,223		77,480		79,068
SEPT		97,521		85,886		80,670		83,767		80,232
OCT		91,554		91,517		78,849		84,774		83,653
NOV		84,535		76,797		72,129		77,541		74,678
DEC		85,580		86,830		75,956		73,164		73,400
JAN		95,118		96,816		91,629		82,913		87,946
FEB		106,312		110,480		104,644		90,637		96,872
MARCH		106,527		114,052		100,962		94,877		
APRIL		101,146		108,307		91,452		78,653		
TOTAL	\$	1,129,481	\$	1,047,254	\$	1,047,254	\$	971,916	\$	804,323
MTH AVG	\$	97,367	\$	94,123	\$	87,271	\$	80,993	\$	80,432
BUDGET	\$	1,163,633	\$	1,160,000	\$	1,075,000	\$	1,075,000	\$	1,000,000

YEAR TO DATE LAST YEAR: \$ 798,386

YEAR TO DATE THIS YEAR: \$ 804,323

DIFFERENCE: \$ 5,937

PERCENTAGE CHANGE:

0.74%

BUDGETED REVENUE: \$ 1,000,000

PERCENTAGE OF YEAR COMPLETED : 83.33%

PERCENTAGE OF REVENUE TO DATE : 80.43%

PROJECTION OF ANNUAL REVENUE : \$ 979,144

EST. DOLLAR DIFF ACTUAL TO BUDGET \$ (20,856)

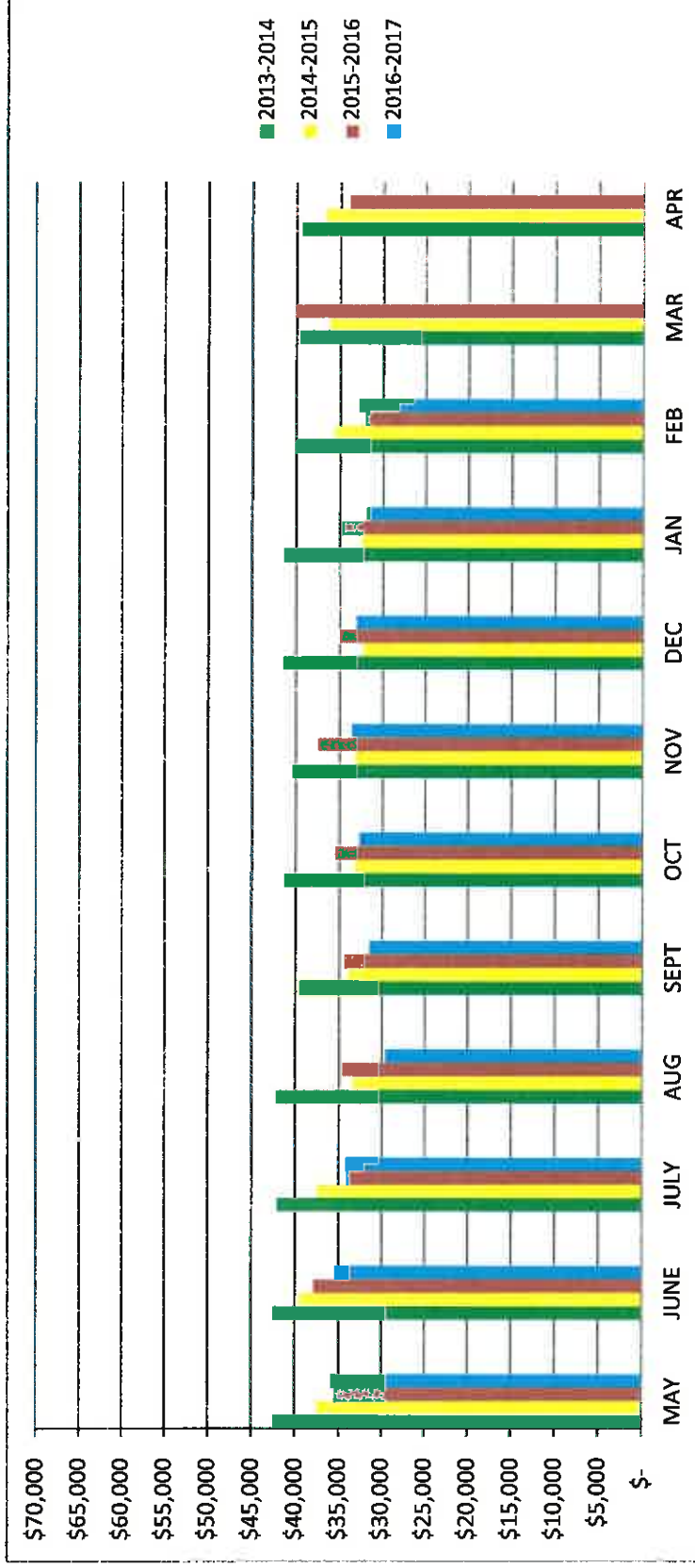
EST. PERCENT DIFF ACTUAL TO BUDGET

-2.1%

VILLAGE OF WILLOWBROOK
SIMPLIFIED TELECOMMUNICATION TAX
CASH BASIS

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
MAY	\$ 45,168	\$ 42,198	\$ 42,452	\$ 37,525	\$ 35,456	\$ 35,774
JUNE	44,146	68,291	42,409	39,536	37,901	35,405
JULY	47,817	43,194	42,081	37,504	34,148	34,133
AUG	45,385	42,446	42,164	33,430	34,626	29,565
SEPT	44,870	43,089	39,419	33,909	34,389	31,506
OCT	45,249	42,717	41,333	33,239	35,567	32,636
NOV	45,682	44,479	40,398	33,142	37,509	33,567
DEC	43,687	42,474	41,474	32,322	35,136	33,074
JAN	46,094	44,272	41,338	32,454	34,752	31,848
FEB	44,813	43,250	40,051	35,607	32,046	32,796
MAR	40,246	42,291	39,527	36,250	39,967	
APR	<u>43,417</u>	<u>42,541</u>	<u>39,390</u>	<u>36,717</u>	<u>33,877</u>	
TOTAL:	\$ 536,574	\$ 541,242	\$ 492,036	\$ 421,635	\$ 425,374	\$ 330,304
5 year average:	\$ 483,372			YTD PRIOR YEAR		\$ 351,530
				YTD CURRENT YEAR		<u>\$ 330,304</u>
				DIFFERENCE		\$ (21,226)
				PERCENTAGE CHANGE		-6.04%

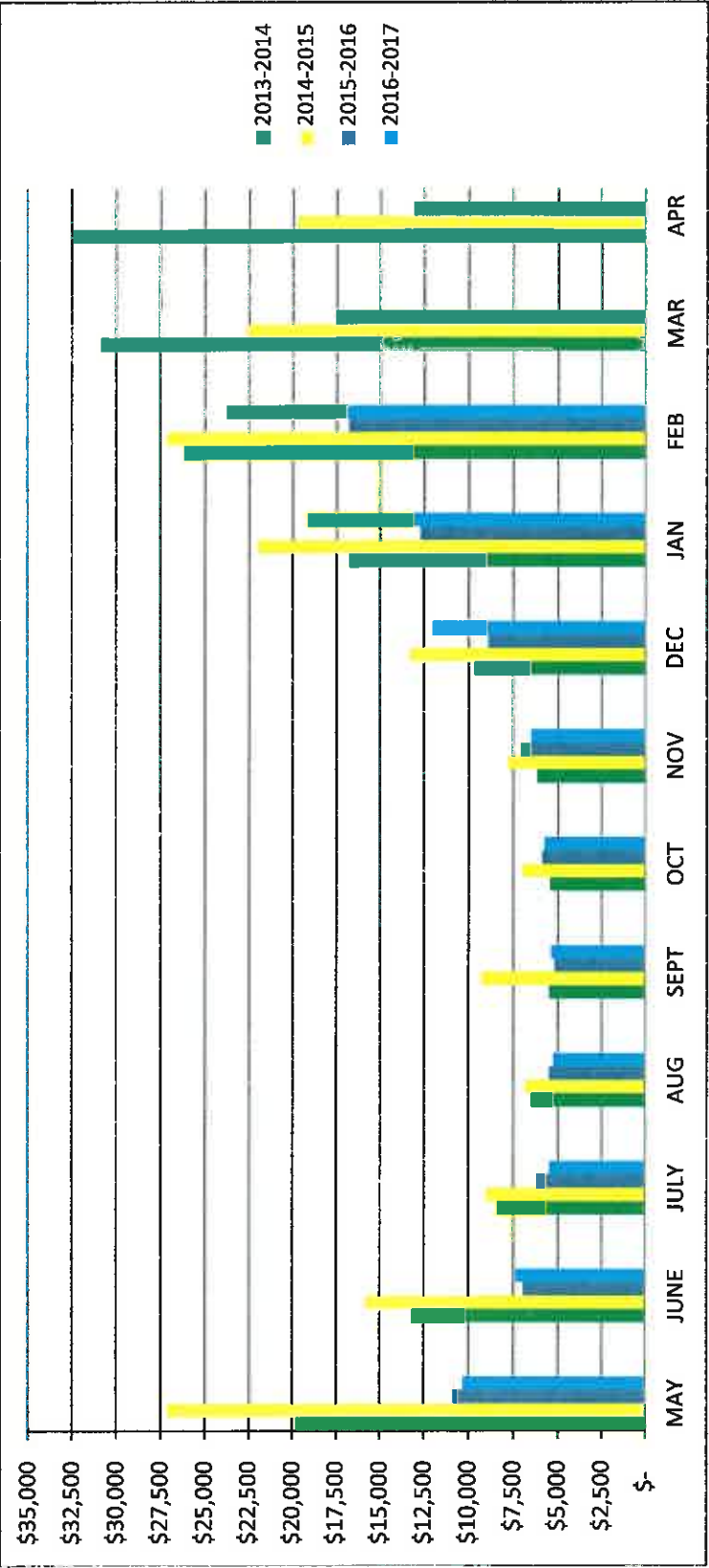
VILLAGE OF WILLOWBROOK
SIMPLIFIED TELECOMMUNICATION TAX
CASH BASIS



VILLAGE OF WILLOWBROOK
UTILITY TAX
NORTHERN ILLINOIS GAS
CASH BASIS

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
MAY	\$ 19,268	\$ 11,020	\$ 19,790	\$ 27,131	\$ 10,832	\$ 10,304
JUNE	13,321	7,277	13,126	15,821	6,932	7,347
JULY	8,716	5,609	8,350	9,063	6,147	5,462
AUG	6,871	5,318	6,419	6,850	5,482	5,261
SEPT	5,190	5,214	5,485	9,298	5,187	5,386
OCT	5,141	5,450	5,431	6,986	5,873	5,747
NOV	6,975	6,591	6,141	7,796	7,043	6,471
DEC	10,035	10,121	9,658	13,316	8,900	12,010
JAN	15,217	14,119	16,750	22,014	12,720	19,149
FEB	20,479	19,476	26,101	27,140	16,804	23,695
MAR	20,614	22,616	30,852	22,595	17,469	
APR	15,881	21,834	32,360	19,735	13,062	
TOTAL:	\$ 147,709	\$ 134,645	\$ 180,463	\$ 187,745	\$ 116,451	\$ 100,832
				YTD PRIOR YEAR		\$ 85,920
5 year average:		\$ 153,402		YTD CURRENT YEAR		\$ 100,832
				DIFFERENCE		\$ 14,912
				PERCENTAGE CHANGE		17.36%

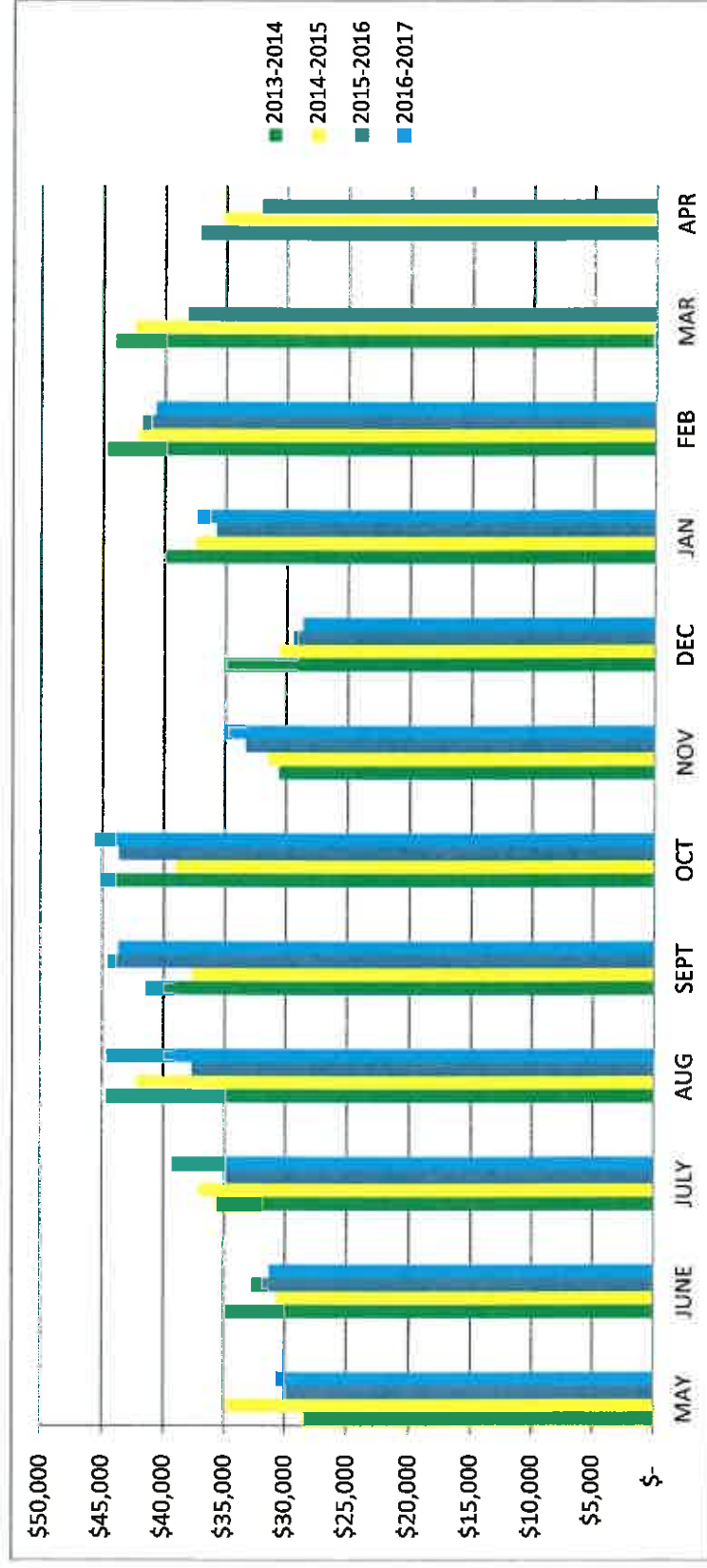
VILLAGE OF WILLOWBROOK
UTILITY TAX
NORTHERN ILLINOIS GAS
CASH BASIS



VILLAGE OF WILLOWBROOK
UTILITY TAX
COMMONWEALTH EDISON
CASH BASIS

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
MAY	\$ 38,971	\$ 39,884	\$ 28,332	\$ 34,830	\$ 29,829	\$ 30,662
JUNE	33,900	42,108	34,757	30,761	32,626	31,275
JULY	35,802	39,020	35,473	37,112	34,803	39,258
AUG	45,121	54,686	44,604	42,214	37,683	44,561
SEPT	55,597	49,745	41,416	37,735	44,502	43,660
OCT	37,872	43,915	44,973	39,066	43,645	45,590
NOV	36,682	33,992	30,575	31,474	33,301	34,959
DEC	32,290	33,983	35,055	30,601	29,440	28,636
JAN	38,464	37,255	39,885	37,443	35,753	37,269
FEB	37,527	44,114	44,586	42,180	41,787	40,701
MAR	39,185	42,121	43,930	42,448	38,065	
APR	35,722	37,773	37,084	35,331	32,026	
TOTAL:	\$ 467,133	\$ 498,596	\$ 460,670	\$ 441,195	\$ 433,460	\$ 376,571
				YTD PRIOR YEAR		\$ 363,369
5 year average:	\$ 460,211			YTD CURRENT YEAR		\$ 376,571
				DIFFERENCE		\$ 13,202
				PERCENTAGE CHANGE		3.63%

VILLAGE OF WILLOWBROOK
UTILITY TAX
COMMONWEALTH EDISON
CASH BASIS



VILLAGE OF WILLOWBROOK FINANCIAL REPORT PLACES OF EATING TAXES

MONTH	12-13	13-14	14-15	15-16	16-17
MAY	\$ 37,421	\$ 39,097	\$ 39,473	\$ 38,401	\$ 41,442
JUNE	37,754	40,624	43,989	47,006	45,625
JULY	41,944	43,999	43,761	46,836	47,842
AUG	38,115	39,252	42,199	43,155	43,496
SEPT	40,801	43,327	43,417	45,463	42,850
OCT	40,227	37,833	40,479	46,049	43,124
NOV	36,097	37,229	42,106	40,168	40,684
DEC	39,700	38,042	40,298	45,711	40,440
JAN	43,449	40,096	45,215	44,734	35,511
FEB	35,859	33,452	39,057	39,271	35,157
MARCH	34,674	34,611	36,910	38,923	
APRIL	41,294	41,780	43,180	42,586	
TOTAL	\$ 469,342	\$ 500,084	\$ 500,084	\$ 518,303	\$ 416,171
MTH AVG	\$ 38,945	\$ 39,112	\$ 41,674	\$ 43,192	\$ 41,617
BUDGET	\$ 450,581	\$ 450,000	\$ 450,000	\$ 460,000	\$ 475,000

YEAR TO DATE LAST YEAR:	\$ 436,794
YEAR TO DATE THIS YEAR:	\$ 416,171
DIFFERENCE:	\$ (20,623)

PERCENTAGE OF INCREASE:

-4.72%

BUDGETED REVENUE:	\$ 475,000
PERCENTAGE OF YEAR COMPLETED :	83.33%
PERCENTAGE OF REVENUE TO DATE :	87.61%
PROJECTION OF ANNUAL REVENUE :	\$ 493,832
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$ 18,832
EST. PERCENT DIFF ACTUAL TO BUDGET	4.0%

VILLAGE OF WILLOWBROOK FINANCIAL REPORT FINES

MONTH DIST	12-13	13-14	14-15	15-16	16-17
MAY	\$ 12,129	\$ 14,525	\$ 12,716	\$ 15,102	\$ 11,090
JUNE	16,141	11,948	19,200	12,488	9,365
JULY	11,302	15,097	18,657	12,842	12,157
AUG	5,385	9,322	7,725	12,465	15,130
SEPT	14,236	18,842	18,620	11,832	9,867
OCT	14,533	7,199	14,800	10,086	15,810
NOV	8,246	14,571	12,007	6,253	13,410
DEC	6,560	12,104	9,471	9,197	12,631
JAN	20,660	9,377	20,032	8,567	21,272
FEB	10,511	9,453	16,603	11,546	13,571
MARCH	14,546	18,160	14,188	12,474	
APRIL	15,063	8,192	6,647	10,141	
TOTAL	\$ 149,312	\$ 148,790	\$ 170,666	\$ 132,993	\$ 134,303
MTH AVG	\$ 12,443	\$ 12,399	\$ 14,222	\$ 11,083	\$ 13,430
BUDGET	\$ 160,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 130,000

YEAR TO DATE LAST YEAR : \$ 110,378
YEAR TO DATE THIS YEAR : \$ 134,303
DIFFERENCE : \$ 23,925

PERCENTAGE CHANGE

21.68%

BUDGETED REVENUE: \$ 130,000
PERCENTAGE OF YEAR COMPLETED : 83.33%
PERCENTAGE OF REVENUE TO DATE : 103.31%
PROJECTION OF ANNUAL REVENUE : \$ 161,820
EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 31,820
EST. PERCENT DIFF ACTUAL TO BUDGET 24.48%

**VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
RED LIGHT FINES**

MONTH DIST	Note 1				
	12-13	13-14	14-15	15-16	16-17
MAY	\$ 49,631	\$ 57,075	\$ 56,175	\$ 39,110	\$ 60,454
JUNE	54,120	77,454	51,975	32,810	76,985
JULY	56,500	96,651	65,415	33,585	70,820
AUG	54,325	79,525	63,375	12,160	84,520
SEPT	35,300	76,050	46,240	3,559	81,365
OCT	46,200	70,435	59,245	3,985	66,295
NOV	46,037	47,985	67,250	18,825	50,555
DEC	41,645	64,735	48,647	26,400	50,850
JAN	41,395	70,925	45,532	41,225	59,660
FEB	36,135	48,845	41,502	61,384	38,590
MARCH	44,325	43,885	38,735	51,851	
APRIL	50,900	54,150	39,635	58,285	
TOTAL	\$ 556,513	\$ 787,715	\$ 623,726	\$ 383,179	\$ 640,094
MTH AVG	\$ 46,376	\$ 65,643	\$ 51,977	\$ 31,932	\$ 64,009
BUDGET	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 525,000
YEAR TO DATE LAST YEAR :					\$ 273,043
YEAR TO DATE THIS YEAR :					\$ 640,094
DIFFERENCE :					\$ 367,051
PERCENTAGE CHANGE:					134.43%
BUDGETED REVENUE:					\$ 525,000
PERCENTAGE OF YEAR COMPLETED :					83.33%
PERCENTAGE OF REVENUE TO DATE :					121.92%
PROJECTION OF ANNUAL REVENUE :					\$ 898,286
EST. DOLLAR DIFF ACTUAL TO BUDGET					\$ 373,286
EST. PERCENT DIFF ACTUAL TO BUDGET					71.1%

Note 1 - The red light cameras at 63rd/Rt. 83 and at 75th/Rt. 83 were down beginning May 22, 2015 for camera maintenance/upgrade and as required by IDOT during the ongoing construction of the intersections. The cameras are expected to be down for 14 - 23 weeks and ATS will be prorating their fees accordingly.

The cameras at Route 83 & 75th Street & Midway Drive are back up and running as of Sept 27.

Per Chief Shelton, the 63rd/Rt. 83 camera should have been active again by August 1, 2016 (for budget purposes, we have planned the first four months of FY 16/17 for no revenue from that intersection), however it is being delayed by IDOT and we have no anticipated live date yet.

VILLAGE OF WILLOWBROOK FINANCIAL REPORT BUILDING PERMITS

MONTH	12-13	13-14	14-15	15-16	16-17
MAY	\$ 33,084	\$ 21,304	\$ 12,317	\$ 11,448	\$ 28,379
JUNE	30,569	19,336	8,574	21,083	12,846
JULY	11,472	48,123	15,008	19,427	19,166
AUG	14,433	17,978	8,891	15,151	59,754 ³
SEPT	28,145	18,866	44,004	146,016 ²	62,108 ⁴
OCT	6,068	12,371	36,458	24,175	127,894 ⁵
NOV	8,391	26,382	4,709	39,743	72,070
DEC	14,215	8,540	52,875	15,972	9,338
JAN	27,202	19,495	17,590	9,450	39,549
FEB	7,918	20,254	23,298	9,393	25,008
MARCH	19,167	19,319	110,947 ¹	32,001	
APRIL	32,909	26,032	20,098	24,754	
TOTAL	\$ 233,573	\$ 258,000	\$ 354,769	\$ 368,613	\$ 456,112
MTH AVG	\$ 19,464	\$ 21,500	\$ 29,564	\$ 30,718	\$ 45,611
BUDGET	\$ 110,000	\$ 150,000	\$ 175,000	\$ 200,000	\$ 225,000

1 - March 2015 includes 2 permits for \$83,056 to Whole Foods

2 - Sept 2015 includes 2 permits for \$18,477 to Willowbrook Inn, 2 for \$31,546 to Three Bridge Partners and 2 for \$82,405 for the Willowbrook Business Center.

3 - Aug 2016 includes permits to Level Construction (single family home) & Peter Michael Realty

4 - Sept 2016 includes permits to Peter Michael Realty & Fred Barbara (foundation)

5 - Oct 2016 includes permit to Peter Michael Realty

YEAR TO DATE LAST YEAR:	\$ 311,858
YEAR TO DATE THIS YEAR:	\$ 456,112
DIFFERENCE:	\$ 144,254

PERCENTAGE OF CHANGE:

46.26%

BUDGETED REVENUE:	\$ 225,000
PERCENTAGE OF YEAR COMPLETED :	83.33%
PERCENTAGE OF REVENUE TO DATE :	202.72%
PROJECTION OF ANNUAL REVENUE :	\$ 539,120
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$ 314,120
EST. PERCENT DIFF ACTUAL TO BUDGET	139.61%

**VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
WATER SALES REVENUE**

MONTH						% change from same month last fiscal year
	12-13	Note 1,2 13-14	Note 3 14-15	15-16	Note 4 16-17	
MAY	\$ 156,504	\$ 160,088	\$ 148,785	\$ 256,706	\$ 263,161	2.5%
JUNE	205,606	236,824	325,749	314,253	336,148	7.0%
JULY	178,786	179,328	211,551	218,363	239,324	9.6%
AUG	309,555	281,359	258,283	303,288	322,609	6.4%
SEPT	286,089	293,074	315,476	359,696	544,406	51.4%
OCT	172,100	196,339	212,111	236,358	255,530	8.1%
NOV	208,056	271,661	258,131	310,296	312,524	0.7%
DEC	204,008	248,323	281,238	325,328	318,013	-2.2%
JAN	139,217	171,390	182,776	197,312	217,387	10.2%
FEB	166,637	236,557	256,744	261,709	223,201	-14.7%
MARCH	188,447	280,092	307,225	326,533		-100.0%
APRIL	134,770	286,900	239,984	189,498		-100.0%
TOTAL	\$ 2,349,775	\$ 2,841,935	\$ 2,998,053	\$ 3,299,340	\$ 3,032,303	
MTH AVG	\$ 195,815	\$ 236,828	\$ 249,838	\$ 274,945	\$ 303,230	
BUDGET	\$ 2,318,242	\$ 2,898,948	\$ 3,480,257	\$ 3,316,000	\$ 3,545,000	

Note 1- 25% rate increase effective 5/1/13

Note 2- 20% rate increase effective 1/1/14

Note 3- 12% rate increase effective 1/1/15

Note 4- Sept 2016 includes catch-up bill for shopping center \$181,169

YEAR TO DATE LAST YEAR:	\$ 2,783,309
YEAR TO DATE THIS YEAR:	\$ 3,032,303
DIFFERENCE:	\$ 248,994

PERCENTAGE OF INCREASE:	8.95%
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BUDGETED REVENUE:	\$ 3,545,000
PERCENTAGE OF YEAR COMPLETED :	83.33%
PERCENTAGE OF REVENUE TO DATE :	85.54%
PROJECTION OF ANNUAL REVENUE :	\$ 3,594,498
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$ 49,498
EST. PERCENT DIFF ACTUAL TO BUDGET	1.40%

VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL HOTEL/MOTEL TAXES

Note 1, 2

MONTH	12-13	13-14	14-15	15-16	16-17
MAY	\$ 4,516	\$ 7,112	\$ 3,409	\$ 4,489	\$ 18,523
JUNE	4,918	7,444	4,789	5,581	21,089
JULY	8,271	7,038	5,196	27,829	22,892
AUG	4,947	6,047	3,746	30,072	28,480
SEPT	6,041	5,216	5,747	23,430	19,562
OCT	11,030	4,929	5,677	22,458	26,887
NOV	3,508	4,552	4,316	20,112	21,561
DEC	5,611	3,666	3,491	16,043	20,626
JAN	2,268	1,872	3,563	17,287	16,184
FEB	3,306	3,462	2,572	15,509	13,982
MARCH	3,634	2,185	3,014	13,763	
APRIL	5,049	3,459	3,179	15,745	
TOTAL	\$ 63,099	\$ 56,982	\$ 48,699	\$ 212,318	\$ 209,786
MTH AVG	\$ 5,258	\$ 4,749	\$ 4,058	\$ 17,693	\$ 20,979
BUDGET	\$ 62,220	\$ 64,386	\$ 60,027	\$ 210,000	\$ 243,000

Note 1 - July 2015 is first month with the 5% hotel tax effective (includes 3 hotels' payments).

Note 2 - The Willowbrook Inn's last payment was made in Jan 2016 (for month of Sept 2015). The hotel closed on Jan 22, 2016.

The Village raised the hotel tax from 1% to 5% effective June 1, 2015 (payments collected in July 2015).

YEAR TO DATE LAST YEAR:	\$ 182,810
YEAR TO DATE THIS YEAR:	\$ 209,786
DIFFERENCE:	\$ 26,976

PERCENTAGE CHANGE:

14.76%

BUDGETED REVENUE:	\$ 243,000
PERCENTAGE OF YEAR COMPLETED :	83.33%
PERCENTAGE OF REVENUE TO DATE :	86.33%
PROJECTION OF ANNUAL REVENUE :	\$ 243,648
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$ 648
EST. PERCENT DIFF ACTUAL TO BUDGET	0.3%

VILLAGE OF WILLOWBROOK FINANCIAL REPORT MOTOR FUEL TAX

MONTH DIST	12-13	13-14	14-15	15-16	16-17
MAY	\$ 16,579	\$ 14,687	\$ 54,685	\$ 19,862	\$ 19,435
JUNE	18,468	21,716	22,105	18,649	19,302
JULY	15,557	14,906	16,624	12,105	12,173
AUG	18,180	17,483	57,575	21,542	19,538
SEPT	18,222	20,530	12,653	20,756	18,555
OCT	54,763	14,523	17,202	13,977	16,379
NOV	17,307	57,598	18,515	18,160	18,960
DEC	18,450	16,093	18,766	21,032	19,318
JAN	17,678	21,370	21,506	19,274	20,259
FEB	17,157	18,831	20,211	18,616	19,259
MARCH	14,579	17,343	15,342	18,762	
APRIL	17,253	13,637	7,870 *	16,136	
TOTAL	\$ 244,193	\$ 248,717	\$ 283,054	\$ 218,871	\$ 183,178
MTH AVG	\$ 20,349	\$ 20,726	\$ 23,588	\$ 18,239	\$ 18,318
BUDGET	\$ 222,328	\$ 205,814	\$ 241,766	\$ 203,252	\$ 221,186

Shaded - Special distribution of \$38,941, IL Capital Bill (initially 5 years - renewed)

YEAR TO DATE LAST YEAR :	\$ 183,973
YEAR TO DATE THIS YEAR :	\$ 183,178
DIFFERENCE :	\$ (795)

PERCENTAGE OF CHANGE:

-0.43%

BUDGETED REVENUE:	\$ 221,186
PERCENTAGE OF YEAR COMPLETED :	83.33%
PERCENTAGE OF REVENUE TO DATE :	82.82%
PROJECTION OF ANNUAL REVENUE :	\$ 217,925
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$ (3,261)
EST. PERCENT DIFF ACTUAL TO BUDGET	-1.5%

**Reduction in April 2015 receipt due to Public Act 99-0002 (the State of IL's FY 15 budget fix) which allowed the state to transfer \$50 million from the IL MFT account to the State's General Fund. This is expected to be a one-time deduction.*

Note 1 - Received payments in December 2015