

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, FEBRUARY 22, 2010, AT 7:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OMNIBUS VOTE AGENDA
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - February 8, 2010 (APPROVE)
 - c. Minutes - Executive Session - February 8, 2010 (APPROVE)
 - d. Warrants - February 22, 2010 - \$138,710.67 (APPROVE)
 - e. APPLICATION FOR LICENSE TO HOLD A RAFFLE - WEST SUBURBAN SYMPHONY SOCIETY - MARCH 6, 2010 (APPROVE)
 - f. MOTION TO APPROVE - SALT STORAGE DOME CONSTRUCTION CONTRACT: PAYOUT #3 - FINAL PAYMENT, DOME CORPORATION OF NORTH AMERICA - \$6,385.10 (APPROVE)
 - g. ORDINANCE NO. 10-0-03 - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 8, SECTION 8-4-39 - TRAFFIC; RULES FOR DRIVING (PASS)
 - h. RESOLUTION NO. 10-R-07 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT - ACLARA RF SYSTEMS, INC. - (ADOPT)
 - i. RESOLUTION NO. 10-R-08 - A RESOLUTION SUPPORTING THE RED LIGHT ENFORCEMENT CAMERA PROGRAM (ADOPT)
 - j. ORDINANCE NO. 10-0-04 - AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)
 - k. PROCLAMATION - RECOGNIZING 100TH ANNIVERSARY - BOY SCOUTS OF AMERICA (APPROVE)
 - l. PROCLAMATION - RECOGNIZING BERNARDS CAFÉ (APPROVE)

- m. PROCLAMATION - RECOGNIZING WILLOWBROOK SHOE REPAIR STORE (APPROVE)
- n. PROCLAMATION - RECOGNIZING PENEL'S HAIR SALON (APPROVE)
- o. PROCLAMATION - RECOGNIZING BEGEMANS JEWELRY (APPROVE)
- p. PROCLAMATION - RECOGNIZING ALPHA PRINTING (APPROVE)
- q. PROCLAMATION - RECOGNIZING FOX ELECTRONICS (APPROVE)

NEW BUSINESS

- 5. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
- 6. DELINQUENT WATER BILLS
- 7. ORDINANCE - AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5(A) OF THE VILLAGE CODE - LIQUOR CONTROL, CLASS A LICENSE
- 8. ORDINANCE - AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
- 9. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN ADMINISTRATION AGREEMENT RELATING TO ABATEMENT, COLLECTION, ALLOCATION AND TRANSFER OF TIF FUNDS AND SSA TAXES WITH WILLOWBROOK TOWNCENTER LLC AND LOCK-UP - EVERGREEN DEVELOPMENT SERIES LLC
- 10. DISCUSSION AND MOTION - PLAN COMMISSION RECOMMENDATION FOR THE ADOPTION OF THE FINDINGS AND APPROVAL OF THE APPLICANT'S REQUESTS FOR A WAIVER FROM THE ZONING ORDINANCE AND AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT FOR GOODWILL - HINSDALE LAKE COMMONS - 6300 S. KINGERY HIGHWAY

OLD BUSINESS

- 11. COMMITTEE REPORTS
- 12. ATTORNEY'S REPORT
- 13. CLERK'S REPORT

14. ADMINISTRATOR'S REPORT
15. PRESIDENT'S REPORT
16. EXECUTIVE SESSION
17. ADJOURNMENT

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- 12. ATTORNEY'S REPORT
- 13. CLERK'S REPORT

14. ADMINISTRATOR'S REPORT
15. PRESIDENT'S REPORT
16. EXECUTIVE SESSION
17. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 8, 2010, AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 7:30 p.m. by Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Paul Schoenbeck, Sandra O'Connor, Timothy McMahon and President Napoli. ABSENT: None. Also present were Village Clerk Leroy Hansen, Village Attorney William Hennessy, Interim Village Administrator Larry Maholland, Interim Village Administrator Megan Pierce, Acting Chief of Police Mark Shelton, Director of Municipal Services Timothy Halik, Planner Sara Hage 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. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - January 25, 2010 (APPROVE)
- c. Minutes - Executive Session - January 11, 2010 (APPROVE)
- d. Minutes - Executive Session - November 19, 2009 (APPROVE)
- e. Minutes - Executive Session - November 23, 2009 (APPROVE)
- f. Minutes - Executive Session - December 14, 2009 (APPROVE)
- g. Minutes - Executive Session - December 21, 2009 (APPROVE)
- h. Warrants - February 8, 2010 - \$120,215.48 (APPROVE)
- i. Monthly Financial Report - January 31, 2010 - \$14,531,014.06 (ACCEPT)
- j. RATIFICATION OF APPROVAL - APPLICATION FOR LICENSE TO HOLD A RAFFLE - DARIEN WOMANS CLUB (APPROVE)

President Napoli asked if any Board member wanted to remove any item(s) from the Omnibus Vote Agenda for discussion.

Trustee O'Connor requested that Agenda Item Nos. 4c, 4f, 4g and 4h be removed from the Omnibus Vote Agenda for further discussion.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to approve the Omnibus Vote Agenda exclusive of Item Nos. 4c, 4f, 4g and 4h.

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

MOTION DECLARED CARRIED

Trustee O'Connor noted that there were some corrections to be made to Agenda Item Nos. 4c, 4f and 4g, which were discussed with Village Clerk Hansen. She requested that Item 4h, page 5 of the Warrants, Attorney Hennessy's bills, be discussed further in Executive Session.

MOTION: Made Trustee Schoenbeck, seconded by Trustee O'Connor, to approve Agenda Item Nos. 4c, 4f and 4g as amended and Agenda Item No. 4h exclusive of Attorney Hennessy's bill.

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

MOTION DECLARED CARRIED

NEW BUSINESS

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

None.

6. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 4, SECTION 4-2-29 - BUILDING CODE; STORMWATER MANAGEMENT ORDINANCE, STORMWATER QUALITY REQUIREMENTS

Director Halik informed the Village Board that as required by Federal Law, municipalities must put in place a program to detect, prohibit and eliminate illicit discharges of pollutants into the municipal storm sewers. The purpose of such a program

is to protect and enhance the quality of both surface and ground water resources through acceptable stormwater management practices. The DuPage County Stormwater Staff and the Municipal Engineers Committee drafted a set of codes that municipalities can adopt to satisfy this requirement. DuPage County adopted their IDDE Ordinance on May 26, 2009 and many municipalities have followed suit in adopting the same standards. The Village Staff prepared a local ordinance that will serve to adopt the County IDDE Ordinance with various local amendments. The ordinance was reviewed and approved by both the Municipal Services Committee and the Village Attorney. The passage of this ordinance will satisfy the Federal requirements.

MOTION: Made by Trustee Mistele, seconded by Trustee McMahon, to pass Ordinance No. 10-O-01.

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

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE, ILLINOIS, FOR THE IMPLEMENTATION OF THE ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM

Director Halik advised the Board that in conjunction with the previous agenda item, once the Village adopts the local IDDE Ordinance the program requirements must also be implemented. The ordinance requires that routine monitoring, water sampling and, if necessary, tracing an illicit discharge back to its source. Currently these services are being offered by DuPage County to municipalities at no charge, provided the Village enters into an Intergovernmental Agreement with the County. The full-participant version of the IGA requires that the Village provide a storm sewer atlas to the County and agree to prosecute any identified violators. In an effort to reduce program costs to the Village, the Staff recommended the execution the full participant version of the IGA. The IGA was drafted by the County and has already been approved by a number of municipalities. It was reviewed and authorized by the Municipal Services Committee and approved by the Village Attorney.

MOTION: Made by Trustee Mistele, seconded by Trustee McMahon, to adopt Resolution No. 10-R-05.

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

MOTION DECLARED CARRIED

Trustee Mistele reminded the Board that relative to the upcoming budget session we set aside monies for completing the mapping of the utilities for the Village. He wanted to make sure that what we had would comply with what DuPage County would look for.

8. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN LICENSE AGREEMENT - WATER TOWER - SOUTHWEST CENTRAL DISPATCH

Director Halik informed the Board that Southwest Central Dispatch has requested authorization to install a radio communications antenna on the 67th Street water tower to improve our police radio system. Late last year Southwest Central technical crews determined that a new antenna could be installed on top of the tower and the necessary control equipment could be placed in the base cone of the tower. Staff drafted a license agreement in the same general format as the agreement used for the antenna on the tower on the Village Hall property and forwarded the document to Executive Director Bill Shanley at SWCD. Several changes were made to the agreement by Mr. Shanley and the Municipal Services Committee. The final version of the Agreement has been accepted by SWCD, authorized by the Municipal Services Committee and reviewed and approved by Attorney Hennessy. Staff recommended the adoption of the Resolution this evening.

MOTION: Made by Trustee Mistele, seconded by Trustee Baker, to adopt Resolution No. 10-R-06.

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

MOTION DECLARED CARRIED

9. ORDINANCE - AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR BICYCLE SALES, RENTALS AND REPAIRS AND AN INDOOR AMUSEMENT ESTABLISHMENT - PATIO RETAIL CENTER - 20-40 W. 75TH STREET & 7444-7450 S. KINGERY HIGHWAY

Planner Hage informed the Village Board that the Plan Commission held a public hearing to consider an application submitted on behalf of the Patio Retail Center and Endure It Sports to operate a high end bicycle shop. Bicycle sales including rentals and repairs under the Village's zoning ordinance are special uses as are indoor amusement establishments. Endure It Sports will be offering simulated bicycle training for tri-athletes and other cyclists and that use triggers the special use permit requirement. The parking requirement can be accommodated within the parking that is already provided on site. Staff typically would be bringing the recommendations in two steps but given the nature of this business, they are interested in opening before the triathlon season gets under way in the next few months.

MOTION: Made by Trustee Mistele, seconded by Trustee McMahon, to pass Ordinance No. 10-O-02.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. COMMITTEE REPORTS

Trustee McMahon had no report.

Trustee O'Connor had no report.

Trustee Schoenbeck had no report.

Trustee Mistele had no report.

Trustee Kelly had no report.

Trustee Baker had no report.

11. ATTORNEY'S REPORT

Village Attorney Hennessy had no report.

12. CLERK'S REPORT

Village Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Maholland had no report.

14. PRESIDENT'S REPORT

President Napoli distributed the following report to the Board with regard to the Willowbrook Telecommunications Tax charged to phone bills of residents of an unincorporated. He requested the report be included in the minutes in its entirety:

"Last Monday, the Director of Finance was contacted by the President of the Timberlake Homeowners Association, Ms. Linda Painter, who complained that her phone bill shows on its face that she is being erroneously charged the 6% Willowbrook Local Telecommunications Tax. Timberlake is a 750 home unincorporated County subdivision located south of this Village but having its same 60527 zip code.

Last Wednesday, a meeting was had with Ms. Painter at the Village Hall to discuss her complaint. Aside from Ms. Painter and myself, those attending this meeting included the Village Administrator, the Director of Finance, the Director of Municipal Services and the Village Attorney. At this meeting, Ms. Painter advised that, based upon her very preliminary survey of other Timberlake homeowners, she believed that the erroneous imposition of the Willowbrook Telecommunications Tax likely extends throughout that 750 home subdivision.

As you know, our Local Telecommunications Tax is applicable only to customer service addresses that are located within this Village's corporate boundaries. While we are the "imposing authority" for this 6% Tax, it is the Illinois Department of Revenue (IDOR) that enforces, administers and collects the 6% Willowbrook Local Telecommunications Tax along with the 7% State Telecommunications Tax. These State and Local Taxes are applied by the Telecom Service Carriers upon the Telecom customers as additional charges on their monthly telecom bills. The Carriers, as taxpayers, then file their tax returns with the Illinois Department of Revenue (IDOT) which, in turn, then remits or distributes the 6% Tax share (minus the State's additional charge of an administration fee) to local municipalities like Willowbrook having imposed such a Telecommunications Tax.

Because the correct jurisdictional "situs" or location where Willowbrook's Telecommunications Tax may be imposed is limited to service addresses within our corporate boundaries, the Carriers' application of our Local Telecommunications Tax to service addresses without our corporate boundaries is clearly erroneous. We believe this "situsing" error by the Carriers results from their conflation of all customer service addresses having the same 60527 zip code as being sited or located within this Village.

Because only the State, not the local municipalities, can audit the Carriers to determine if they are correctly applying a Local Telecom Tax, Willowbrook is neither responsible for their erroneous and improper application of our Local Tax nor for any claimed refunds of the same. However, when this Village is made aware of a situsing error as may well be the case in this matter, I believe we should lend such reasonable assistance to those individuals erroneously charged our Local Telecom Tax as will assist them in correcting its misapplication by the Carriers.

This being so, I intend to instruct Staff that, in any individual case where this Village is formally presented with clear and unambiguous billing evidence of our Local Telecommunications Tax being erroneously charged by a Carrier to a service addressee not located within our corporate limits, it shall be the official policy of this Village, upon our receipt of that addressee's request, to issue a Village Verification Letter in support of that addressee's written complaint to the Carrier of having been erroneously charged that Tax due to such situsing error.

Such a policy statement will serve to dispel and rebut any suspicion or suggestion that this Village is in any way complicit with an alleged Carrier's erroneous application of our Local Telecom Tax. Given our fiduciary responsibility as elected officials to fully account for our receipt and use of public funds and our expressed mutual commitment to honest, open and transparent government, we should do no less. I ask for your support."

Trustee Mistele asked if Willowbrook had received any of the funds.

Administrator Maholland responded that his understanding is that we do not know. On the bill it does not say Willowbrook; it says Telecommunications Tax to municipalities. It is difficult to say since we do not have access to those records.

President Napoli advised that Ms. Painter did say her bill had Willowbrook on it. President Napoli noted that we do not know how many other people have the tax on their bills because we have not seen the bills.

Director Halik reported that Director Stanish was asked to run some projections as to whether 25% of the subdivision was being taxed inappropriately, or 50% or 75%, and he thought the worst case scenario financial projection was \$81,000 per year assuming \$200 per household for landline and cell phone bills. That figure, if you take into consideration a look back period to 2003 when the latest law went into effect, is a pretty substantial amount. At this point, it does not appear that the Village has a direct liability.

Attorney Hennessy noted that in his view no liability for refunds exists here in this Village because even though we are the imposing authority for the tax, the tax is charged by the Telecom Carrier on the customer's monthly service bill. It is collected, administered and enforced by the State of Illinois Department of Revenue. What Willowbrook receives are the distributions of our tax share from the State of Illinois in a lump sum minus the State's administrative fees. It takes local control over it out of our hands. You cannot audit the Telecom providers under the new simplified act that went into effect January 1, 2003, because you cannot administer the tax; it is entirely in the hands of the Illinois Department of Revenue. He saw no liability to the Village in terms of refunds. If there is going to be a refund at some point he believed they would be entitled to it from the Telecom Carrier. As far as the look back, if they can establish that they have been paying in a tax that is jurisdictionally incorrect cited here, they can recapture to January 1, 2003. The idea here is to emphasize to the customers the way the act reads that the burden going forward is really with them. They have to file a written complaint with the carrier first, wait 60 days for the carrier's response, then they can file an appeal with the Illinois Department of Revenue. The Village can verify that the service address is not within the corporate boundaries of the Village and that is really the end of our involvement in this process. President Napoli felt it was good government to assist people who are really incorrectly taxed and to dispel the notion that

we are part of the bargain that was done years ago by the Telecom Providers with the State.

The consensus of the Board was to follow this matter and to be kept advised of any changes or issues that come up.

15. EXECUTIVE SESSION

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Baker, to recess into Executive Session at the hour of 8:04 p.m. to discuss:

- Collective Negotiating Matters pursuant to 5 ILCS 120/2(c)(2)
- Salary Schedules pursuant to 5 ILCS 120/2(c)(2)
- Personnel Matters embracing the possible Appointment, Employment, Compensation, Discipline, Performance and/or Dismissal of Specific Employees of the Public Body pursuant to 5 ILCS 120/2(c)(1)
- Agenda Item No. 4h, Village Attorney Invoice

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

MOTION DECLARED CARRIED

SEE APPROPRIATE EXECUTIVE SESSION MINUTES

The Village Board reconvened the regular meeting at the hour of 9:10 p.m.

16. ADJOURNMENT

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to adjourn the regular meeting at the hour of 9:11 p.m.

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

MOTION DECLARED CARRIED

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Village Board Minutes
February 8, 2010

PRESENTED, READ and APPROVED,

_____, 2010

Village President

Minutes transcribed by Mary Partyka.

WARRANTS

February 22, 2010

GENERAL CORPORATE FUND	-----	\$72,452.06
WATER FUND	-----	57,963.36
HOTEL/MOTEL TAX FUND	-----	1,910.15
CAPITAL PROJECT FUND	-----	6,385.10
TOTAL WARRANTS	-----	\$138,710.67



Sue Stanish, Director of Finance

APPROVED:

Robert A. Napoli, Village President

VILLAGE OF WILLOWBROOK

RUN DATE: 02/16/10

BILLS PAID REPORT FOR FEBRUARY, 2010

PAGE: 1

RUN TIME: 02:52PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	02/23 CK# 74682	\$50.75
20100131 JAN FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	50.75
ACE STORE NO. 11 (17)	02/23 CK# 74683	\$11.48
408504/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	8.99
408505/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	2.49
AFLAC (46)	02/23 CK# 74684	\$2,899.40
950739ER/JAN EMP DED PAY - AFLAC FEE 01-210-221	01-210-221	42.00
D7088/FEB 10 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	621.68
D7088/FEB 10 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	2,235.72
AL WARREN OIL CO (2205)	02/23 CK# 74685	\$3,824.64
1575113 GASOLINE INVENTORY 01-190-126	01-190-126	2,706.39
1575114 GASOLINE INVENTORY 01-190-126	01-190-126	1,118.25
AZAVAR AUDIT SOLUTIONS INC (158)	02/23 CK# 74687	\$470.30
7883/FEB 10 UTILITY TAX 01-310-205	01-310-205	470.30
DARREN BIGGS (198)	02/23 CK# 74688	\$347.71
2010 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	347.71
BLACK GOLD SEPTIC (208)	02/23 CK# 74689	\$130.20
46906 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	130.20
CHIEF SUPPLY (342)	02/23 CK# 74690	\$727.99
317844 COMMODITIES 01-482-331	01-30-670-331	727.99
CHRISTOPHER B. BURKE (333)	02/23 CK# 74691	\$7,020.65
92218 FEES - ENGINEERING 01-505-245	01-35-720-245	774.40
92504 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	2,130.00
92505 REIMB.	01-40-820-259	254.50
92506 REIMB.	01-40-820-259	309.50
92507 REIMB.	01-40-820-259	2,779.75
92508 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	330.00
92509 FEES - ENGINEERING 01-505-245	01-35-720-245	222.50
92510 FEES - ENGINEERING 01-505-245	01-35-720-245	220.00
COLLEGE OF DUPAGE (364)	02/23 CK# 74692	\$175.00
SLE020110015 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	175.00
COMMUNICATIONS DIRECT, INC. (371)	02/23 CK# 74694	\$174.00
SR90778 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	50.00
SR90863 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	124.00
CRIME ANALYSTS OF IL ASSOC INC (415)	02/23 CK# 74695	\$30.00
BARNALCE FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	30.00
D & D BUSINESS, INC (2128)	02/23 CK# 74696	\$155.50
2429 OFFICE SUPPLIES 01-420-301	01-10-455-301	155.50
DUPAGE COUNTY TREASURER (497)	02/23 CK# 74698	\$250.00
7148/JAN 10 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE MAYORS AND MGRS. CONF. (527)	02/23 CK# 74700	\$55.00
6104 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	55.00
ESMET INC (2315)	02/23 CK# 74703	\$20.63
20141 NEW VEHICLES 01-485-625	01-30-680-625	20.63
FINLON STEPHEN (596)	02/23 CK# 74704	\$281.99
2010 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	281.99

VILLAGE OF WILLOWBROOK

RUN DATE: 02/16/10

BILLS PAID REPORT FOR FEBRUARY, 2010

PAGE: 2

RUN TIME: 02:52PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
FIRESTONE TIRE & SERVICE (603)	02/23 CK# 74705	\$665.07
153901 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	665.07
FOREMOST PROMOTIONS (624)	02/23 CK# 74706	\$946.77
79616 COMMODITIES 01-482-331	01-30-670-331	946.77
FRED PRYOR SEMINARS (640)	02/23 CK# 74707	\$149.00
11456193/STUHL SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	149.00
GENE'S TIRE SERVICE (673)	02/23 CK# 74708	\$56.61
84324 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	56.61
GORDON FLESCH (695)	02/23 CK# 74709	\$186.09
OQ4171 COPY SERVICE 01-420-315	01-10-455-315	186.09
H AND R CONSTRUCTION INC. (742)	02/23 CK# 74710	\$525.00
13750 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	525.00
HIGHWAY TECHNOLOGIES (780)	02/23 CK# 74711	\$343.00
65044030-001 ROAD SIGNS 01-540-333	01-35-755-333	343.00
HINES PRODUCTS CORP (785)	02/23 CK# 74712	\$999.00
32963 COMMODITIES 01-482-331	01-30-670-331	999.00
HOME DEPOT COMMERCIAL (808)	02/23 CK# 74713	\$56.28
5020404 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	56.28
ILLINOIS PAPER COMPANY (898)	02/23 CK# 74714	\$456.00
546024-000 OFFICE SUPPLIES 01-420-301	01-10-455-301	456.00
JIM ROSE (1862)	02/23 CK# 74715	\$100.00
35177261 RED LIGHT FINES 01-310-503	01-310-503	100.00
KING CAR WASH (1057)	02/23 CK# 74716	\$541.92
60/JAN 10 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	541.92
LASERCRAFT INC (2300)	02/23 CK# 74717	\$17,980.00
JAN 2010 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	17,980.00
MERYL CHIRAYIL (1862)	02/23 CK# 74718	\$25.00
WL70432 TRAFFIC FINES 01-310-502	01-310-502	25.00
MID TOWN PETROLEUM INC (1267)	02/23 CK# 74719	\$282.08
191624 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	282.08
MIDWEST HEALTH WORKS (1273)	02/23 CK# 74720	\$89.00
16056 WELLNESS 01-440-276	01-10-480-276	89.00
MOORE MEDICAL CORP. (1305)	02/23 CK# 74721	\$295.28
96077714 RI OPERATING EQUIPMENT 01-451-401	01-30-630-401	295.28
NORTH AMERICAN SALT CO (1372)	02/23 CK# 74722	\$2,217.21
70477927 OPERATING SUPPLIES 01-540-331	01-35-755-331	2,217.21
OMB GUNS (2316)	02/23 CK# 74723	\$57.00
19985 OPERATING EQUIPMENT 01-451-401	01-30-630-401	57.00
ORKIN EXTERMINATING (1439)	02/23 CK# 74724	\$62.48
D-2604360 FEB MAINTENANCE - BUILDING 01-405-228	01-10-466-228	62.48
PELLICIONI ANDREW (1473)	02/23 CK# 74725	\$172.79
2010 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	172.79
PETTY CASH C/O SUE STANISH (1492)	02/23 CK# 74726	\$18.37
2/15/10 POSTAGE & METER RENT 01-25-610-311	01-25-610-311	0.34
2/15/10 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	18.03

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PHILLIP'S FLOWERS (1498)	02/23 CK# 74727	\$135.90
919574 PUBLIC RELATIONS 01-435-365	01-10-475-365	135.90
PROVEN BUSINESS SYSTEMS (1556)	02/23 CK# 74728	\$205.25
64690 OFFICE SUPPLIES 01-420-301	01-10-455-301	205.25
R&R PRINT N SERVE INC (1582)	02/23 CK# 74729	\$170.72
22372 PRINTING & PUBLISHING 01-25-610-302	01-25-610-302	170.72
RAY O'HERRON (1593)	02/23 CK# 74730	\$131.80
17840 OPERATING EQUIPMENT 01-451-401	01-30-630-401	131.80
RIGHTON WALTER (1623)	02/23 CK# 74731	\$9.86
EXPENSES EMPLOYEE BENEFITS - MEDICAL 01-601-141	01-20-550-141	9.86
ROAD SAFE (2250)	02/23 CK# 74732	\$720.12
R1178330 REIMB. EXP. - OTHER 01-540-283	01-35-755-283	720.12
RUTLEDGE PRINTING CO. (1648)	02/23 CK# 74733	\$177.11
102557 PRINTING & PUBLISHING 01-451-302	01-30-630-302	177.11
SEASON COMFORT, CORP. (1687)	02/23 CK# 74734	\$156.25
148121 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	156.25
STAPLES (1767)	02/23 CK# 74735	\$22.98
151928110019732 OPERATING SUPPLIES 01-451-331	01-30-630-331	22.98
STERICYCLE INC (1772)	02/23 CK# 74736	\$47.96
4001439550 JAIL SUPPLIES 01-465-343	01-30-650-343	47.96
SUBURBAN BUILDING OFFICIALS (1807)	02/23 CK# 74737	\$380.00
HALIK/TRNG SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	380.00
SUBURBAN BUILDING OFFICIALS (1807)	02/23 CK# 74738	\$380.00
GIUNTOLI TRNG SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	380.00
SUBURBAN BUILDING OFFICIALS (1807)	02/23 CK# 74739	\$40.00
2010 DUES FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	40.00
SUBURBAN LIFE PUBLICATIONS (1805)	02/23 CK# 74740	\$700.00
5326 PRINTING & PUBLISHING 01-501-302	01-35-710-302	700.00
SUPER WAREHOUSE GOV (2181)	02/23 CK# 74742	\$324.99
3909230712 OPERATING EQUIPMENT 01-451-401	01-30-630-401	324.99
T.P.I. (1886)	02/23 CK# 74743	\$3,860.70
4455/JAN 10 REIMB.	01-40-820-258	1,670.70
4455/JAN 10 PART TIME INSPECTOR 01-565-109	01-40-830-109	1,785.00
4455/JAN 10 REIMB.	01-40-830-115	405.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	02/23 CK# 74744	\$215.00
418 ELEVATOR INSPECTION 01-565-117	01-40-830-117	215.00
TOM & JERRY'S SHELL SERVICES (1883)	02/23 CK# 74745	\$2,284.40
1/11/10 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	12.90
41412 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
41455 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.40
41539 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	312.07
41547 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	516.51
41557 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	49.20
41573 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	232.98
41585 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	220.72
41602 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	344.79
41615 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
41621 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	45.85
41622 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
41644 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
41681 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
41701 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
41703 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	376.28
UNIFIRST (1926)	02/23 CK# 74747		\$180.05
0610490177 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	180.05
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971)	02/23 CK# 74748		\$733.00
356654 FEES - LABOR COUNSEL 01-425-242		01-10-470-242	733.00
WESTOWN AUTO SUPPLY COMPANY (2026)	02/23 CK# 74749		\$150.30
26955 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	33.02
27117 MAINTENANCE - EQUIPMENT 01-525-411		01-35-740-411	44.32
27129 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	7.56
27174 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	38.94
27192 MAINTENANCE - EQUIPMENT 01-525-411		01-35-740-411	26.46
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	02/23 CK# 74750		\$17,650.00
DEC 2009 - 2 FEES - VILLAGE ATTORNEY 01-425-239		01-10-470-239	5,330.00
JAN 2010 FEES - VILLAGE ATTORNEY 01-425-239		01-10-470-239	5,660.00
NOV 2009 - 2 FEES - VILLAGE ATTORNEY 01-425-239		01-10-470-239	6,660.00
WILLOWBROOK FORD INC. (2056)	02/23 CK# 74751		\$876.48
8007562/1 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	876.48
ANTHONY WITT (2087)	02/23 CK# 74752		\$50.00
CDL FEE FEES DUES SUBSCRIPTIONS 01-501-307		01-35-710-307	50.00
TOTAL GENERAL CORPORATE FUND			\$72,452.06

VILLAGE OF WILLOWBROOK

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	02/23 CK# 74686	\$493.65
92825/MAR/MAY REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	151.26
94593/MAR/MAY REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	151.26
94594/MAR/MAY REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	191.13
BLACK GOLD SEPTIC (208)	02/23 CK# 74689	\$179.80
46906 MATERIALS, SUPPLIES, STANDPIPE, PUM	02-50-425-475	179.80
COMMONWEALTH EDISON (370)	02/23 CK# 74693	\$1,871.30
4651111049/FEB ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	973.10
5071072051/FEB ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	898.20
DUPAGE WATER COMMISSION (521)	02/23 CK# 74701	\$49,519.11
8552/JAN 10 PURCHASE OF WATER 02-420-575	02-50-420-575	49,519.11
EAST JORDAN IRON WORKS, INC. (540)	02/23 CK# 74702	\$1,205.00
3239982 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,080.00
3240402 OPERATING EQUIPMENT 02-430-401	02-50-430-401	125.00
SUNSET SEWER & WATER (2276)	02/23 CK# 74741	\$3,901.50
2010-021 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	3,901.50
U.S. POSTMASTER (1948)	02/23 CK# 74746	\$700.00
DEPOSIT POSTAGE & METER RENT 02-401-311	02-50-401-311	700.00
ZIEBELL WATER SERVICE PRODUCTS (2118)	02/23 CK# 74753	\$93.00
207654-000 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	93.00
TOTAL WATER FUND		\$57,963.36

VILLAGE OF WILLOWBROOK

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	02/23 CK# 74699	\$1,910.15
7126 ADVERTISING 03-435-317	03-53-435-317	1,910.15
TOTAL HOTEL/MOTEL TAX FUND		\$1,910.15

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CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DOME CORPORATION OF NORTH AMERICA (2289)	02/23 CK# 74697	\$6,385.10
FINAL PYOUT PUBLIC WORKS FACILITY	10-68-540-415	6,385.10
TOTAL CAPITAL PROJECT FUND		\$6,385.10

VILLAGE OF WILLOWBROOK

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	72,452.06	*
02-110-105	WATER FUND-CHECKING 0010330283	57,963.36	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	1,910.15	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	6,385.10	*
TOTAL ALL FUNDS		138,710.67	**

The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

APPLICATION FOR LICENSE TO HOLD A RAFFLE

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

Name	Address	Age
NANCY DONAGAN (BOARD MEMBER)	3518 WISCONSIN AVE, BERWYN, IL 60402	40

WEST SUBURBAN SYMPHONY

Date of incorporation, if corporation: July 18, 1988

Date of formation of organization: July 18, 1988

Object for which organization or corporation was formed:
To operate a community orchestra and chorus.

2. The area or areas within the Village in which raffle chances will be sold or issued and the time period during which raffle chances will be sold or issued.
The Holiday Inn, 7800 Kingery Hwy, Willowbrook, IL 60527
3. The date on which the drawing is to be held
Saturday, March 6
4. The place at which the drawing is to be held.
The Holiday Inn, Willowbrook

Contact: Kathy Macal, vice-president
630-853-6647

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

Yes: _____

No: X

If yes, explain: _____

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

50/50 Cash raffle - \$ 1500.00

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

1500.00

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

\$ 20.00

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

Yes: _____

No: X

If yes, state reasons: _____

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

I affirm - Nancy Dunagan

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

I affirm - Nancy Dunagan

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

Signature:

Nancy Dunagan

Date Feb. 8, 2010

The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

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APPLICATION FOR LICENSE TO HOLD A RAFFLE

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

Name	Address	Age
NANCY DUNAGAN (BOARD MEMBER)	3518 WISCONSIN AVE, Berwyn, IL 60402	40

Date of incorporation, if corporation: July 18, 1988

Date of formation of organization: July 18, 1988

Object for which organization or corporation was formed:
To operate a community orchestra and chorus.

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

The Holiday Inn, Rte 83 at Interstate-55
7800 Kennedy Hwy, Willowbrook, IL 60527

3. The date on which the drawing is to be held

Saturday, March 6, 2010

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

The Holiday Inn, Willowbrook

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

Yes: _____

No: ☒ _____

If yes, explain: _____

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

\$ 200.00 (merchandise raffle)

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

\$ 50.00

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

\$ 20.00

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

Yes: _____

No: ☒ _____

If yes, state reasons: _____

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

I affirm - Nancy Dunagan

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

I affirm - Nancy Dunagan

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

Signature:

Nancy Dunagan

Date Feb. 8, 2010

west suburban symphony

February 8, 2010

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

To Whom It May Concern,

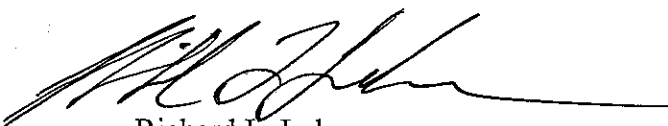
The West Suburban Symphony Society, based in Hinsdale, Illinois, is a 501(c)(3) not-for-profit organization, recognized by the U.S. Internal Revenue Service and the State of Illinois.

Attached to this letter are (1) the Internal Revenue Service determination of the Society's status and (2) the Society's current exemption from Illinois sales tax.

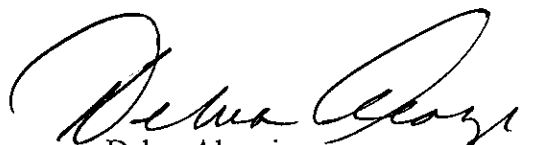
Please accept this letter as a sworn statement of our not-for-profit status, to support the Society's application for a license to hold a raffle in Willowbrook on March 6, 2010.

Thank you very much.

Best regards,



Richard L. Lukes
President



Debra Alongi
Secretary

attachments:

IRS 501(c)(3) determination letter, April 14, 1993 (4 pages)

Illinois Department of Revenue sales tax exemption letter, August 22, 2008 (1 page)

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION TO APPROVE – SALT STORAGE DOME CONSTRUCTION CONTRACT:
PAYOUT #3 – FINAL PAYMENT, DOME CORPORATION OF NORTH AMERICA

AGENDA NO. 4F

AGENDA DATE: 02/22/10

STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE: _____

Tim Halik

LEGAL REVIEW: N/A

SIGNATURE: _____

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: _____

John J. Maholland

REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

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

At its regular meeting on April 27, 2009, the Village Board approved a contract with Dome Corporation of North America to construct a new rock salt storage building on the public works site. Construction began on July 20, 2009 immediately after the final lift of asphalt was installed on site. The dome structure is now fully completed and has been in use throughout this winter season. Our previous list of minor (i.e., quality of workmanship) punchlist items have all been completed by the contractor some time ago.

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

Given this structure is now fully complete, a request for the final payment was received by the contractor. The request was forwarded to the Architect of Record to review. Williams Architects has reviewed the request and provided their approval of the final payout in the amount of \$6,385.10. We have received certified payroll accounting and the final waiver of lien from the contractor. A complete copy of the Payment #3 – Final Payment Request is attached.

Staff would recommend that the Village President and Board of Trustees authorize Payout #3 – Final Payment to Dome Corporation of North America in the amount of \$6,385.10. The authorized payment amount would be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
CAPITAL PROJECTS	10-68-540-415	Public Works Facility	\$224,722.01

ACTION PROPOSED:

Approve motion.

TO (Owner):

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

From (Contractor):

Dome Corporation of North America
5450 East Street Saginaw
Saginaw, MI 48601

PROJECT:

New Salt Dome @ Public Works Facility

Application No: 3

Period To: February 3, 2010

Distribution to:

___ Owner
___ Architect
___ Contractor

Via (Architect):

Williams Architects
450 East Gunderson Drive
Carol Stream, IL 60188

Architect's

Project No.: Resolution No. 09-R-26

Contract Date: 4/27/09

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL	0.00	

Approved this Month

Number

Date Approved

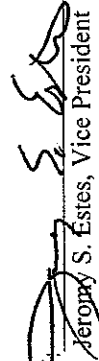
Totals

Net change by Change Orders 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Dome Corporation of North America

BY:

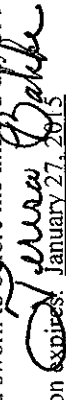

Jerome S. Estes, Vice President

Date: 2/3/10

State of: Michigan County of: Saginaw

Subscribed and sworn to before me this 3rd day of February, 2010

Notary Public:


Teresa Bakke

My Commission expires: January 27, 2013

Teresa Bakke, Notary Public

State of Michigan, Saginaw County

My Commission Expires: 01/27/13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief (the work has progressed as indicated, the quality of the work is in accordance documents and the contractor is entitled to payment of the Amount Certified.

Amount Certified: \$

6,385.10

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: 

Date: 2.8.10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or contractor under this agreement.

RECEIVED

FEB 08 2010

Williams Architects

AIA Document G702, Application and certificate for payment, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application Number: 3

Application Date: February 3, 2010

Architect's Project No: Resolution No. 09-R-26 Village of Willowbrook, IL

Item No.	Description of Work	Scheduled Value	Previous Applications	This Application	Stored Materials	Total Completed and stored to date	%	Balance To Finish	Retainage 5%
1	Mobilization	15,000.00	15,000.00	0.00	0.00	15,000.00	100	0.00	0.00
2	Dome Ringwall	42,500.00	42,500.00	0.00	0.00	42,500.00	100	0.00	0.00
3	Supply Dome Kit	26,000.00	26,000.00	0.00	0.00	26,000.00	100	0.00	0.00
4	Erecting Dome Kit	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
5	Roofing	15,312.00	15,312.00	0.00	0.00	15,312.00	100	0.00	0.00
6	Electrical	7,500.00	7,500.00	0.00	0.00	7,500.00	100	0.00	0.00
7	Door/Fan-supply & install	9,390.00	9,390.00	0.00	0.00	9,390.00	100	0.00	0.00

Sub Total or Total	127,702.00	127,702.00	0.00	0.00	0.00	127,702.00	100	0.00	0.00
--------------------	------------	------------	------	------	------	------------	-----	------	------

Dome Corp. of North America
5450 East Street
Saginaw, MI 48601
(989) 777-2050

Invoice: 1304

Sold
to

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Ship
to

Account
IL WILLO

P.O. Num

Ship Via

Ship Date

Terms
Net 30

Invoice
Date 2/3/10
Page 1

Item

Quantity

Description

Unit
Price

Extended
Price

1 Retention from invoice 1236

5244.50

5,244.50*

* means item is non-taxable

FINANCE CHARGES of 1 1/2% will be charged on all accounts 30 days past due.

Subtotal 5,244.50

Total \$5,244.50

Dome Corp. of North America
5450 East Street
Saginaw, MI 48601
(989) 777-2050

Invoice: 1305

Sold
to

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Ship
to

Account
IL WILLO

P.O. Num

Ship Via

Ship Date

Terms
Net 30

Invoice
Date 2/3/10
Page 1

Item

Quantity
1

Description
Retention from invoice 1257

Unit
Price
1140.60

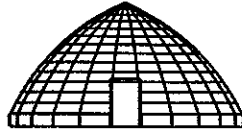
Extended
Price
1,140.60*

* means item is non-taxable

FINANCE CHARGES of 1 1/2% will be charged on all accounts 30 days past due.

Subtotal 1,140.60

Total \$1,140.60



**DOME CORPORATION
OF NORTH AMERICA**

Contractor's Final Waiver of Lien

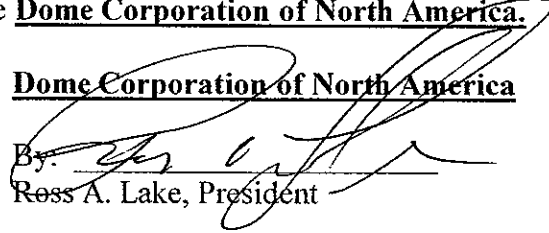
To All Whom It May Concern:

Whereas, **Dome Corporation of North America**, has been employed by **Village of Willowbrook, IL** under contract dated **4/27/09** for **new salt dome at the public works facility.**

Now, therefore, know ye, that the undersigned, for and in consideration of receipt of payment of **\$6,385.10** and payments of **\$121,316.90** already received toward the final adjusted contract price of **\$127,702.00 (one hundred twenty seven thousand seven hundred two dollars and no hundredths)** by the said **Village of Willowbrook**, State of Illinois, and other good and valuable considerations, the undersigned does hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the aforesaid work.

In witness where of, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its vice president and attested by its secretary on this **3rd** day of **February, 2010**, pursuant to authority given by the **Dome Corporation of North America.**

Dome Corporation of North America

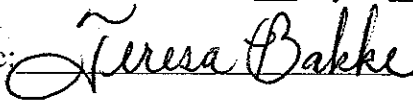
By: 
Ross A. Lake, President

State of: MICHIGAN

County of: SAGINAW

Subscribed and sworn to me this **3rd** day of **February, 2010.**

Notary Public:



Teresa Bakke, Notary Public
State of Michigan, Saginaw County,
My Commission Expires: 01/27/15

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE
VILLAGE OF WILLOWBROOK – TITLE 8, SECTION 8-4-39 –
TRAFFIC; RULES FOR DRIVING

AGENDA NO. 49

AGENDA DATE: 02/22/10

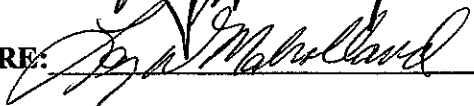
STAFF REVIEW: ACTING CHIEF MARK SHELTON

SIGNATURE: 

LEGAL REVIEW:

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES ☒ NO ☐ N/A ☐

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

A new state law goes into effect January 1, 2010. This law makes it illegal to use an electronic communication device (texting) while driving. The violation is an equipment violation and the fine, pursuant to state law, is \$75.00.

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

The Public Safety Committee recommends that the Village Code be amended to add this violation to the Compromise section of the Village Code.

ACTION PROPOSED:

PASSAGE OF AMENDED ORDINANCE

VILLAGE OF WILLOWBROOK

ORDINANCE NO. 10-O-03

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE
VILLAGE OF WILLOWBROOK - TITLE 8, SECTION 8-4-39 -
TRAFFIC; RULES FOR DRIVING

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF WILLOWBROOK

this 22nd day of February, 2010.

Published in pamphlet form by authority of the President and
Board of Trustees of the Village of Willowbrook, DuPage County,
Illinois, this 22nd of February, 2010.

ORDINANCE NO. 10-0- 03

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE
OF WILLOWBROOK - TITLE 8, SECTION 8-4-39 - TRAFFIC;
RULES FOR DRIVING

BE IT ORDAINED by the President and Board of Trustees
of the Village of Willowbrook, DuPage County, Illinois, that the
Village Code of the Village of Willowbrook be amended as
follows:

SECTION ONE: That Title 8, Section 8-4-39, of the
Village Code of the Village of Willowbrook entitled "Reserved"
is hereby amended:

"8-4-39: **USE OF ELECTRONIC MESSAGING WHILE DRIVING:** A person
may not operate a motor vehicle on a roadway while using an
electronic communication compose, send, or read an electronic
message, unless exempted by state law."

SECTION TWO: That all ordinances or resolutions or
parts thereof in conflict with the provisions of this Ordinance
are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Ordinance shall become
effective ten (10) days from and after its passage, approval and
publication in pamphlet form in the manner provided by law.

PASSED and APPROVED this _____ day of _____,

2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYES: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER
INTO A CERTAIN AGREEMENT – ACLARA RF SYSTEMS, INC.

AGENDA NO. 4h

AGENDA DATE: 02/22/10

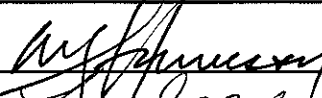
STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE:



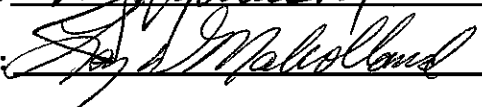
LEGAL REVIEW: William Hennessy, Attorney

SIGNATURE:



RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE:

YES ☒

on February 8, 2010

NO ☐

N/A ☐

ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)

The Village's water reading system is comprised of three (3) Data Collection Units (DCUs) located throughout town that receive signals transmitted by the Meter Transmission Units (MTUs), which are devices connected to each water meter at account locations. The individual water meter readings are collected by the DCUs and transmitted, via a dedicated cell phone account line, to the Village Hall receiving equipment (NCC) once a day. Specialized software is then used to apply the readings to various water accounts and generate a bill. The water bills are then printed and mailed from the Village Hall.

When the \$717,000 system was originally purchased and installed in 2000, the provider, Star Network Systems, offered a maintenance agreement to reduce service costs to the Village associated with the resolution of problems that may develop throughout the system. We have purchased this maintenance agreement in the past, most recently in 2005, and have found that it does reduce our expenses when callout repairs are required.

In 2008, we were forced to replace the three (3) DCUs due to the fact that the cell phone providers were converting from an analog signal to a digital signal. The existing DCUs were not capable of transmitting digitally. At that time, given the unanticipated expense the Village incurred, staff negotiated a no-cost one-year maintenance service agreement starting at the time of installation of the new DCUs. The term of this no-cost maintenance agreement will expire on March 31, 2010. Therefore, the new service agreement will have a term commencing on April 1, 2010 and extending thru December 31, 2010, to bring us back to a calendar year term. Funding has been included in the FY09/10 Budget to purchase this new maintenance agreement.

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

Attached, please find both a summary sheet provided by Star detailing the costs of the various system service agreements offered, and a standard service agreement contract. Staff would recommend that the following services be purchased at the identified prorated costs:

- | | | |
|---------------------|--------------------------|----------------------|
| ▪ DCU Maintenance – | ▪ NCC Software Service – | ▪ Handheld Service – |
| \$1,237.50 | \$1,500.00 | \$75.00 |

ACTION PROPOSED:

Adopt Resolution

RESOLUTION NO. 10-R- 07

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A
CERTAIN AGREEMENT – ACLARA RF SYSTEMS, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President is hereby authorized and directed to execute an agreement with Aclara RF Systems, Inc. for the purpose of providing maintenance services for the Village's Star® system as per the terms and conditions contained in the Star® Network Service Agreement attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of February, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



30400 Solon Road.
Solon, Ohio 44139
www.Aclara.com

440.528.7200
440.528.7199 fax

STAR MAINTENANCE SERVICE AGREEMENT CUSTOMER INFORMATION SUMMARY

Customer: Village of Willowbrook

Contact: Timothy Halik

Current contract dates: 3/31/2009

Current expiration date: 3/31/2010

New contract dates: April 1, 2010 - December 31, 2010

Contract amounts:

DCU Maintenance, per DCU	\$ 550.00
Number of DCUs eligible	3
Total DCU Service Agreement annual amount	\$1,650.00
Prorated amount	\$1,237.50 — OKAY

NCC Software Service Agreement amount	\$2,000.00
Prorated amount	\$1,500.00 — OKAY

System Monitoring Service Agreement amount	\$3,080.00
Prorated amount	\$2,310.00

DECLINE

Handheld Service Agreement, per handheld	\$ 100.00
Number of handhelds eligible	1
Prorated amount	\$ 75.00 — OKAY

RECEIVED

JAN 15 2010

**VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.**

STAR[®] Network Service Agreement

Contract Number: _____

This Services Agreement is dated April 1, 2010 and is between Aclara RF Systems Inc., an Ohio corporation, ("Aclara RF Systems Inc.") and Village of Willowbrook _____ ("Customer").

Customer has installed a STAR[®] Fixed Network automated utility meter reading system manufactured by Aclara RF Systems Inc. (the "System"), and Customer desires that Aclara RF Systems Inc. provide certain post-installation services (the "Services") in connection with Customer's System.

The Services to be performed by Aclara RF Systems Inc. pursuant to this agreement are described in Schedule A which is attached to and by this reference is incorporated into this agreement.

Aclara RF Systems Inc. is willing to provide the Services described in Schedule A on the terms and conditions set forth in this agreement.

The parties hereby agree as follows.

ARTICLE I TERM

- 1.01 This agreement shall become effective upon the date specified in Schedule A and shall continue in effect for an initial term of one (1) year.
- 1.02 Following its initial term this agreement will remain in effect, automatically renewing on an annual basis, until terminated as provided elsewhere in this agreement.

ARTICLE II CUSTOMER RESPONSIBILITIES

- 2.01 Customer represents that it is the owner of the System to be serviced under this agreement or that it has been authorized by the owner of the System to enter into this agreement and has provided Aclara RF Systems Inc. with written evidence of its authority to act on behalf of the owner of the System in connection with this agreement.
- 2.02 If Aclara RF Systems Inc. is to provide the Services on-site, Customer shall provide Aclara RF Systems Inc. and its representatives with full access to the System and its hardware and software components together with appropriate authorizations, passwords, security clearances and full documentation, and further, shall obtain for Aclara RF Systems Inc. any authorizations required by a third party either to gain access to the physical facilities in which components of System are located or to access any computers controlling the System. Should Customer fail to provide such access and, as a result, Aclara RF Systems Inc. is required to schedule an additional visit to perform the Services, Customer agrees to pay the additional charge set forth in Schedule A and, in addition, to reimburse Aclara RF Systems Inc. for any travel and related expenses incurred by Aclara RF Systems Inc. representatives in connection with the additional visit.
- 2.03 If Aclara RF Systems Inc. is to provide Services remotely, Customer shall provide Aclara RF Systems Inc. with remote access to the System, including, without limitation, all

The information contained herein is proprietary and confidential to Aclara RF Systems Inc. and shall not be released or disclosed to any third party without prior written approval.

appropriate authorizations, passwords, system privileges and security clearances. Customer shall, at its expense, provide a broadband network communication link to enable and facilitate Aclara RF Systems Inc.'s access to the System. Customer's request that Aclara RF Systems Inc. provide Services remotely shall constitute a grant to Aclara RF Systems Inc. of such licenses or sub-licenses as may be required to use any software licensed to Customer and/or the owner of the System and to legally access the System, its NCC Computer and any other hardware or software which is an integrated part of Customer's System.

- 2.04 Save and except for the costs and expenses specifically identified in Schedule A, Customer shall be responsible for all System operating and maintenance costs incurred in the performance of Services.
- 2.05 Customer understands that Aclara RF Systems Inc. cannot be responsible for the loss or corruption of Customer's data. Customer therefore warrants to Aclara RF Systems Inc. that, prior to the performance of any Services, Customer will have performed such back-ups of its software and data as it deems appropriate to protect itself against the possibility of such loss or corruption.
- 2.06 Customer shall provide all required licenses, permits and certifications required for Aclara RF Systems Inc. representatives to provide Services.
- 2.07 To the extent the terms of any collective bargaining agreement to which Customer is a party require that labor comparable to that to be performed by Aclara RF Systems Inc. in the course of providing Services be performed by members of unions with which Customer has contracted, Customer must provide any such labor through union members at its sole cost and expense and arrange for the co-supervision of such work by Aclara RF Systems Inc. or Aclara RF Systems Inc.'s representatives.

ARTICLE III ACLARA RF SYSTEMS INC. RESPONSIBILITIES

- 3.01 Aclara RF Systems Inc. shall provide the Services purchased by Customer and identified in Schedule A according to the applicable service program(s) described in the Exhibits to Schedule A.
- 3.02 Aclara RF Systems Inc.'s performance of its obligations under this agreement shall be in accordance with Customer's reasonable and normal security procedures; however, Customer shall not require individual liability waivers or releases of personal rights from representatives of Aclara RF Systems Inc. in connection with their visits to Customer's facilities.
- 3.03 Except as provided in Section 2.07 in connection with Customer's collective bargaining agreements, Aclara RF Systems Inc. shall supply all labor, parts, tools and test equipment necessary to perform the Services.
- 3.04 The Services shall be provided at the location or locations specified in Schedule A. Subject to the provisions of Section 2.02, if the Services under this agreement are specified to be provided at Customer's facilities ("on-site"), the expenses of normal travel, room and board for Aclara RF Systems Inc.'s representatives will be born by Aclara RF Systems Inc..
- 3.05 Aclara RF Systems Inc. shall at its option provide new or factory refurbished parts as needed in the performance of the Services under this agreement. Replacement parts

shall be provided on an exchange basis and all replaced parts shall become the property of Aclara RF Systems Inc.

- 3.06 Services shall be provided during Aclara RF Systems Inc.'s normal business hours, Monday through Friday excluding observed holidays.
- 3.07 Telephone support will be available as follows:
- 7:00 AM to 8:00 PM Eastern Time Zone, Monday through Friday (except national holidays) – one hour maximum call-back time from a Customer Care representative.
- 7:00 AM to 8:00 PM Eastern Time Zone, Saturday (except national holidays) – four hour maximum call-back time from a Customer Care representative.
- 8:00 PM to 7:00 AM Eastern Time Zone, Monday through Saturday and all day Sunday (except national holidays) – twelve hour maximum call-back time from a Customer Care representative.
- 3.08 Services which are required as a result of (i) changes or updates to NCC system software installed by anyone other than Aclara RF Systems Inc.; (ii) changes or updates to Customer's network environment; or (iii) changes or updates to Customer's billing program are not within the scope of Services covered by this agreement. For the purposes of clause (i) of the preceding sentence, installation of mandatory security patches issued by the supplier of the operating system or system database and installation of mandatory virus definitions and security patches issued by the supplier of Customer's anti-virus software shall be deemed authorized by Aclara RF Systems Inc. whether installed by Aclara RF Systems Inc. or by Customer, and shall not form the basis of a claim that Services necessary as a result of such installations are not covered under this agreement.

ARTICLE IV PAYMENT TERMS

- 4.01 The annual fee for the Services to be provided Customer by Aclara RF Systems Inc. under this agreement is set forth in Schedule A. Payment by Customer for the Services for the initial term of this agreement shall be due following the execution of this agreement and within 30 days of Customer's receipt of Aclara RF Systems Inc.'s invoice. The annual fee for Services to be provided in subsequent years will be invoiced annually, and shall be paid by Customer within 30 days from the invoice date.
- 4.02 There shall be added to the annual fee due under this agreement amounts equal to any taxes, however designated, which are levied or based on this agreement or on the services rendered or parts supplied pursuant to this agreement. Such amounts may include, without limitation, sales and use taxes, state and local privilege or excise taxes based on gross revenue, and any other taxes or amount in lieu thereof paid or payable by Aclara RF Systems Inc. in respect of the foregoing, exclusive, however, of taxes based on Aclara RF Systems Inc.'s net income. In the event Customer asserts that it is a tax exempt entity, Customer shall promptly provide Aclara RF Systems Inc. with such evidence supporting its claim of tax exemption as Aclara RF Systems Inc. may reasonably require and shall further do all things necessary to perfect its claim of exemption with the appropriate taxing authorities.
- 4.03 Customer may elect to increase or decrease the Services to be provided by Aclara RF Systems Inc. under this agreement, in which event the parties will amend Schedule A to

reflect the modification, its effective date and the associated annual fee. Services to be provided for less than a year as a result of any such modification shall be prorated.

- 4.04 Aclara RF Systems Inc. may change the annual fee to be paid for the Services to be provided under this agreement effective on the anniversary date of this agreement next following the date that is ninety (90) days after Customer's receipt of written notice of the change in the annual fee. The change in the annual fee will become effective on such anniversary date and remain in effect for a full year and from year to year thereafter unless further changed as provided in this agreement.
- 4.05 Customer may, within thirty (30) days of receipt of notice of any fee increase, terminate this agreement by written notice to Aclara RF Systems Inc.

ARTICLE V WARRANTY

- 5.01 ACLARA RF SYSTEMS INC. WARRANTS THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE PERFORMED IN A TIMELY AND WORKMANLIKE MANNER, USING ONLY QUALIFIED MAINTENANCE TECHNICIANS, FAMILIAR WITH THE SYSTEM AND ITS OPERATION. ACLARA RF SYSTEMS INC. WARRANTS THAT NO LIENS OR ENCUMBRANCES WILL RESULT FROM THE PERFORMANCE OF THE SERVICES CONTEMPLATED UNDER THIS AGREEMENT. ACLARA RF SYSTEMS INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THIS AGREEMENT OR THE MATERIALS AND SERVICES CONTEMPLATED HEREUNDER AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

ARTICLE VI LIMITATION OF LIABILITY

- 6.01 Aclara RF Systems Inc. shall carry, at a minimum, the following casualty and liability insurance:

<u>Coverage</u>	<u>Limit of Liability</u>
Workers Compensation	Statutory
Comprehensive General Liability:	\$1,000,000 / \$2,000,000
Products, Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Comprehensive Automobile Liability:	
Combined Single Limit	\$1,000,000
(including hired and non-owned autos)	
Excess Liability Umbrella	\$5,000,000

Such insurance shall be issued by a good, solvent, responsible company or companies authorized to do business in the State of Ohio and in the jurisdiction(s) in which Services are to be performed under the terms of this agreement. Aclara RF Systems Inc. will, upon request, provide evidence of such insurance coverage.

Aclara RF Systems Inc.'s total liability in connection with this agreement for losses not covered by its casualty or liability insurance will not exceed the total amounts paid to Aclara RF Systems Inc. by Customer under this agreement during the calendar year in which such event or alleged event of liability occurred.

- 6.02 Aclara RF Systems Inc. shall not be liable to Customer or any third party for loss of profits or revenue, loss of data, damage to business or business relations, loss of use of equipment, down-time costs, cost of substituted facilities, goods and/or services, claims by customers of Customer or for any special, indirect, consequential, incidental or exemplary damages, arising out of or related to the Services to be provided under this agreement, however caused, whether arising under contract, tort (including negligence), or any other theory of liability even if Aclara RF Systems Inc. has been advised of the possibility of such damages.

ARTICLE VII TERMINATION

- 7.01 Following the initial term of this agreement, either party may terminate this agreement upon ninety (90) day prior written notice.
- 7.02 If a party becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, the other party may, at its option and without notice to or demand on the party in default, declare this agreement terminated.
- 7.03 In the event of a material breach of this agreement by either party, the other party shall notify the breaching party of the breach in writing. If the breach is not cured within thirty (30) days following the party's receipt of notice of the breach, the party not in breach may (reserving cumulatively all other remedies and rights under this agreement, whether in law or equity) terminate this agreement in whole or in part, promptly upon delivery of written notice of such termination to the breaching party.

ARTICLE VIII GENERAL

- 8.01 *Force Majeure:* Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this agreement (other than the payment of money), due to circumstances beyond such party's reasonable control including, without limitation, acts of God or nature, acts of the Government, fires, floods, strikes, civil disturbances or terrorism, shortages in supplies, delays in transportation, or power, communications, satellite or network failures.
- 8.02 *Notices:* All notices and other communications with respect to this agreement shall be in writing and shall be delivered to Aclara RF Systems Inc. at 30400 Solon Road, Solon, Ohio 44139, Attn: Customer Service and to Customer at the address set forth below its signature to this agreement. Each notice or other communication that satisfies the requirements set forth above shall be deemed to have been properly given or delivered: (a) on the third business day after being mailed by United States certified mail, return receipt requested, postage prepaid; (b) on the day when delivered by hand; (c) on the first business day after being deposited with a national overnight courier; Customer or Aclara RF Systems Inc. may elect to receive notices or communications at a different address or number by notifying the other in accordance with the preceding requirements.
- 8.03 *Governing Law:* The laws of the State of Ohio, without giving effect to its choice-of-law principles, govern all matters arising under or relating to this agreement.

- 8.04 *Severability:* If any provision of this agreement is determined to be invalid, illegal or unenforceable, the remaining portions of this agreement remain in full force if the essential provisions of this agreement for each party remain valid, binding, and enforceable.
- 8.05 *Subcontracting:* Aclara RF Systems Inc. retains the right to subcontract any Services to the qualified subcontractor(s) of Aclara RF Systems Inc.'s choosing. Notwithstanding such subcontracting of Services, Aclara RF Systems Inc. shall remain fully liable for the faithful performance of its obligations under this agreement.
- 8.06 *Entire Agreement:* This agreement, including its Schedules and any Exhibits to such Schedules, constitutes the final expression of the parties with respect to its subject matter and supersedes any prior agreement, representation or understanding with respect to the same. The parties mutually acknowledge that they are not relying upon any representations or statements except as specifically set forth in this agreement. This agreement may be modified or amended only by a writing signed by both parties. The parties may employ standard pre-printed forms or documents in the establishment or maintenance of their relationship, but no additional terms which may appear on the face or reverse side of any such standard pre-printed form or document will apply or be construed to modify or amend this agreement.
- 8.07 *Headings and References:* Headings used in this agreement are intended for convenience and shall not affect the meaning of any provision of this agreement. References in this agreement to Sections, Sub-sections or paragraphs are to Sections, Sub-sections and paragraphs of this agreement and all references in this agreement to Schedules are to Schedules to this agreement which by this reference are incorporated in and form a part of this agreement.
- 8.08 *Indemnification:* Subject to the limits of liability set forth herein in regard to performance under this Agreement, Aclara RF Systems Inc. shall defend, indemnify and save harmless Customer and its officers and directors, employees and representatives from and against any losses, damages, costs, attorneys' fees, penalties, fees, liabilities, or expenses (collectively, "Losses") associated with any third party claim against Customer connected with (i) death, or (ii) injury to persons or property, in each case resulting from the acts or omissions of Aclara RF Systems Inc., its employees, agents or contractors.

Service Agreements Document

Aclara RF Systems Inc.

Updated 091109

Aclara RF Systems Inc.

Customer's Name

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Address: _____

City: _____

The information contained herein is proprietary and confidential to Aclara RF Systems Inc. and shall not be released or disclosed to any third party without prior written approval.

SCHEDULE A Services

Exhibit	P/N	Service	Location	Notes	Tier/Level /Qty	Annual Fee
A	504-0309	System Monitoring	Remote	(1)	<u>0</u>	\$ <u>N/A</u> .00
B	504-0002	DCU Maintenance	On-site	(2)	3 @ 550_	\$ 1,237.50
C	504-0205	Mandatory Software Maintenance	Remote	(3)	<u>1</u>	\$ 1,500.00
D	504-0215	Handheld Maintenance	Remote	(4)	<u>1</u>	\$ <u>75</u> .00
E		No Service Agreement Selected at this time				
						Daily Rate
As-needed Service Rate				(5)		\$ 1,000.00

Notes:

- (1) Requires customer provided broadband network connection.
- (2) DCU Maintenance price is per DCU per year. All DCUs in system must be covered by agreement for this coverage to be in effect.
- (3) Software Maintenance is required to enter into any service agreement. The price is based on uninterrupted maintenance agreement coverage. Restoration of coverage after termination for any reason requires payment of an additional one-time fee to upgrade system to current revision level. The upgrade fee will be quoted upon request.
- (4) Handheld Maintenance price is per handheld per year. All Handhelds must be covered by agreement for this coverage to be in effect.
- (5) As-needed service rate applies to non-covered service and is per day plus reasonable and necessary travel costs and related expenses and is in addition to any required materials or/parts.

Effective Date:

The first year effective date of the Star Services Agreement is: April 1, 2010 Thru December 31, 2010. Thereafter each year will be January 1 thru December 31.

Location of Services

On-site Services to be provided by Aclara RF Systems Inc. under this agreement shall be performed at the following location: (if additional space is required, attach a separate list)

59th Street & Clarendon Hills Road - Willowbrook, IL

Ridgemoor Drive & Lane Court - Willowbrook, IL

73rd Court - Water Tower - Willowbrook, IL

The information contained herein is proprietary and confidential to Aclara RF Systems Inc. and shall not be released or disclosed to any third party without prior written approval.

Report Notification Contact Information

Contact Name: Don Beusse
Email address: dbeusse@willowbrook.il.us
Phone Number: 630-918-5285
Fax Number: 630-323-0787

Contact Name: Pamela A. Phillips
Email address: pphillips@willowbrook.il.us
Phone Number: 630-920-2238
Fax Number: 630-920-2488

Contact Name: Janet Kufrin
Email address: jkufrin@willowbrook.il.us
Phone Number: 630-920-2236
Fax Number: 630-323-0787

System Monitoring Service

Exhibit A

Customer has installed an Aclara RF Systems Inc. STAR® Fixed Network Automatic Meter Reading System (the "System"). The System consists of several parts: meter transmission units (MTU) located at each meter, data collector units (DCU) located throughout the service area, and a network control computer (NCC) located at Customer's facility. The System is automatic and provides a number of monitoring reports and diagnostic tools that can be used by Customer to evaluate System performance, warn of possible equipment problems, and identify maintenance needs.

Under the terms of the System Monitoring Service Aclara RF Systems Inc. will remotely monitor the System reports and diagnostic tools for Customer and use this information to recommend or initiate appropriate action needed to maintain proper operation of the System. The System Monitoring Service (the "Service") will be performed using a remote network connection to access Customer's NCC on a regular basis. Customer is responsible for the installation and all costs associated with the network connection and the provision of any necessary password or other access data to Aclara RF Systems Inc.

The primary purpose of the Service is to determine the status of the System and identify and diagnose operational problems with the System and its components.

The Service:

Aclara RF Systems Inc. will initiate access to Customer's NCC during Aclara RF Systems Inc.'s normal business hours. Aclara RF Systems Inc. will email its findings to contact specified in Schedule A. The chart below describes the services provided.

Aclara RF Systems Inc. will:	
Initiate Access to NCC	
Email Report	
As problems are discovered	D/N/A
Weekly Basis	
DCU:	
Verify successful communication to the NCC	
Monitor battery voltage and charging performance	
Manage firmware updates as released	
COMM Servers:	
Confirm DCU Services operating	
Monitor NCC Log Files	
Monitor connection status between NCCs in multiple Server environments	
Monitor hard drive space utilization on NCC Servers	
Psion Parse / Star Importer	
Monitor Handheld Services for proper operation	
SQL Server	
Monitor Aclara created maintenance SQL jobs	
Monitor Billing Transfer Process	
System Wide	
Monitor STAR System Reports:	
• Duplicate Meter Serial Number	
• Duplicate MTU IDs	

- | |
|---------------------------------|
| • MTU Low Battery |
| • Multiple MTU / Single Account |
| • Negative Consumption |
| • Non-Numeric's Reads |
| • Tampering where applicable |

In the event Aclara RF Systems Inc. discovers a problem with Customer's System as a result of the Service, Aclara RF Systems Inc. will advise the Customer via email of its findings, suggest methods of resolving the problem and provide, if so requested, a cost estimate to resolve the problem. In instances which Customer has entered into an appropriate maintenance or service agreement with Aclara RF Systems Inc. covering the affected component, Aclara RF Systems Inc. will take direct action per the terms of that maintenance or service agreement to resolve the problem. Certain actions may require prior written approval by Customer.

D/N/A

On-Site DCU Maintenance Service Exhibit B

Customer has installed an Aclara RF Systems Inc. STAR® Fixed Network Automatic Meter Reading System (the "System"). The System includes a number of data collection units (DCU) located throughout Customer's service area. The performance and condition of each of DCU can be monitored by the System.

The Service:

On-site DCU Maintenance Service (the "Service") provides for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty. The Service covers all electronics, the battery, Aclara RF Systems provided WAN module and solar cell, but excludes the mounting frame and mounting hardware.

The Service does **not** include (a) maintenance or repairs attributable to the unauthorized attempt by Customer or any other person (other than an authorized Aclara RF Systems Inc. representative) to repair or maintain a DCU; (b) maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power (if DCU is connected to external power source), communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use; (c) maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara RF Systems Inc.; (d) repairs resulting from unauthorized changes, modifications or alterations of or to the DCU; (e) the provision of optional accessories; or (f) installation/removal services other than as needed to provide the Service.

Upon notification from Customer of DCU failure, Aclara RF Systems Inc. will diagnose the DCU. If a failure occurs to a DCU covered under the Agreement, the unit will be repaired or replaced, at Aclara RF Systems Inc.'s option, at no additional cost to Customer. If the Customer has entered into an agreement with Aclara RF Systems Inc. providing for its System Monitoring Service, Aclara RF Systems Inc. will normally identify the problem as part of its System Monitoring and will take the necessary actions to correct the problem. It will be necessary for Customer to arrange access to certain sites before Aclara RF Systems Inc. can take action.

Software Maintenance Service

Exhibit C

Customer has installed an Aclara RF Systems Inc. STAR[®] Fixed Network Automatic Meter Reading System (the "System"). The System includes one or more computers located at Customer's facility. Each of the computers runs software supplied by Aclara RF Systems Inc. that is a combination of software developed by Aclara RF Systems Inc. ("Aclara RF Systems Inc. Developed Software") and licensed to Customer, and software developed by third parties ("Third Party Software") and licensed to Customer.

Software Maintenance Service (the "Service") provides remote maintenance of all software supplied by Aclara RF Systems Inc. (whether licensed to Customer by Aclara RF Systems Inc. or by a third party). The Service does not extend to the maintenance of software that was not supplied and installed by Aclara RF Systems Inc., to software supplied by Aclara RF Systems Inc. and modified by others, or to the resolution or remediation of problems associated with the installation or use of software not supplied and installed by Aclara RF Systems Inc. or software supplied by Aclara RF Systems Inc. but modified by others.

The Service:

Aclara RF Systems Inc. will:

- Supply updates and enhancements to STAR[®] System Aclara RF Systems Inc. Developed Software as and when released. These updates and enhancements will be installed remotely utilizing a broadband network connection.
- Supply documentation and remote training for released updates to Aclara RF Systems Inc. Developed Software.
- Install third party patches and updates for Third Party Software supplied and installed by Aclara RF Systems Inc. that are communicated to Aclara RF Systems Inc. by the suppliers of Third Party Software. These patches and updates will be installed remotely utilizing a broadband network connection.
- Supply documentation as provided by suppliers of Third Party Software patches and updates.
- Provide written confirmation of any changes, updates or patches provided under this Agreement.

Aclara RF Systems Inc. is not responsible for the quality and performance of any Third Party Software, software patches or software updates. Aclara RF Systems Inc. shall not be responsible for any consequential, direct or indirect damages to Customer or others as a result of installation of said patches and updates provided by suppliers of Third Party Software or as a result of failure to install said patches and updates made available by suppliers of Third Party Software. Aclara RF Systems Inc.'s sole responsibility in the case of an installation failure of patches or upgrades provided by suppliers of Third Party Software shall be to restore the NCC Computer software environment to its condition as of the most recent Customer provided system backup.

Should the installation of any of the provided software patches or updates require on-site work, Aclara RF Systems Inc. will supply said software on machine readable media, and provide telephone assistance for installation by Customer personnel. Should Customer request an on-site visit by Aclara RF Systems Inc. to perform such installation, Customer agrees to reimburse Aclara RF Systems Inc. for any reasonable and necessary travel expenses incurred as described in Schedule A.

Service Agreements Document

Aclara RF Systems Inc.

Updated 091109

The Service does not include services or license fees in connection with version upgrades of any Third Party Software. Should Customer require any version upgrade, or should a version upgrade be required as a result of the installation of any Aclara RF Systems Inc. Developed Software update or enhancement, Aclara RF Systems Inc. will provide a quotation for the required license fee, installation and configuration.

The Service does not include services in connection with custom or special software configurations and does not include services in connection with modifications to the billing transfer file format or account import file format as a result of changes to the Customer billing system, or Customer's method or manner of operation. Aclara RF Systems Inc. will provide changes to the billing transfer file and account import format required by any software updates or patches provided to Customer under this agreement.

Handheld Maintenance Service Exhibit D

Customer has installed an Aclara RF Systems Inc. STAR[®] Fixed Network Automatic Meter Reading System (the "System"). The System consists of several parts: meter transmission units (MTU) located at each meter, data collection units (DCU) located throughout the service area, a network control computer (NCC) located at Customer's facility and a handheld device or interface for communicating with MTUs during installation.

The Service:

Handheld Computer / Field Programmer Maintenance Service (the "Service") provides for the repair of any handheld ancillary device (the programming probe, cable or serial adaptor) that fails under normal operation after expiration of the standard Handheld Warranty. The Service covers the programming probe and probe serial adapter device(s) where applicable. The Service also includes the provision of STAR[®] Programmer application software updates deemed appropriate by Aclara RF Systems Inc., in its sole discretion, to maintain operation of the handheld device.

Aclara RF Systems Inc. will:

- Supply updates and enhancements to STAR[®] Field Programmer Aclara RF Systems Inc. Developed Software as and when released for installation on-site by Customer utilizing provided installation instructions.
- Supply documentation and remote training for released updates to STAR[®] Field Programmer Aclara RF Systems Inc. Developed Software.
- Replace or repair the programming probe and serial adapter device(s) used with the programming probe.

Aclara RF Systems Inc. is not responsible for the quality and performance of any Third Party Software, software patches or software updates. Aclara RF Systems Inc. shall not be responsible for any consequential, direct or indirect damages to Customer or others as a result of installation of said patches and updates provided by suppliers of Third Party Software or as a result of failure to install said patches and updates made available by suppliers of Third Party Software. Aclara RF Systems Inc.'s sole responsibility in the case of an installation failure of patches or upgrades provided by suppliers of Third Party Software shall be to restore the Handheld Computer software environment to its condition as of the most recent Aclara Provided STAR[®] Programmer Software.

The Service does **not** include (a) the batteries (b) handheld computer device; (c) maintenance or repairs required as the result of any unauthorized attempt to repair or maintain a Handheld by anyone other than an authorized Aclara RF Systems Inc representative (d) maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including water damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the Handheld such as, but not limited to, failed or faulty electrical power, service interruption or any causes other than ordinary use; (e) maintenance or repairs to attachments or to any other devices not originally a part of the Handheld and added without the prior written approval of Aclara RF Systems Inc.; (f) repairs resulting from unauthorized changes, modifications or alterations of or to the Handheld; (g) the provision of optional accessories; or (h) services other than as needed to provide the Service.

Service Agreements Document

Aclara RF Systems Inc.

Updated 091109

Upon notification from Customer of Handheld failure, Aclara RF Systems Inc. will diagnose the Handheld. If a failure occurs to a handheld covered under the Agreement, the unit will be repaired or replaced, at Aclara RF Systems Inc.'s option, at no additional cost to Customer.

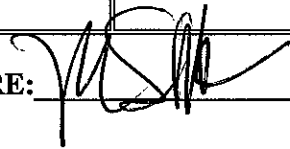
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION SUPPORTING THE RED LIGHT ENFORCEMENT
CAMERA PROGRAM

AGENDA NO. 41**AGENDA DATE:** 02/22/10**STAFF REVIEW:** Acting Chief Mark Shelton**SIGNATURE:** **LEGAL REVIEW:** N/A**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES _____ NO ☒ N/A _____**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

On Tuesday, February 16, 2010, the Senate Transportation Committee had a hearing on Senate Bill 2466 designed to restrict the use of Red Light Photo Enforcement :

SB 2466 Senator Dan Duffy, R-Barrington – Creates a Total Ban of the use of Red Light Photo Enforcement Cameras in Illinois

SB2477 Senator Ricky Hendon, D-Chicago – Prohibits the issuance of a right hand turn violation for failure to stop within 12' of a white stop bar.

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

The Village Staff recommend the Village of Willowbrook show there support in the usage of Red Light Photo Enforcement Cameras for law enforcement purposes.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 10-R-128

A RESOLUTION SUPPORTING THE RED LIGHT PHOTO ENFORCEMENT
CAMERA PROGRAM

WHEREAS, entering an intersection after the light has turned red, or red light running, is one of the major causes of crashes, deaths, and injuries at signalized intersections; and

WHEREAS, the monetary impact of crashes to our society is estimated at \$14 billion annually; and

WHEREAS, numerous studies illustrate the use of red light cameras to issue traffic citations reduces crashes at signalized intersections; and

WHEREAS, the Federal Highway Administration promotes Red Light Photo Enforcement Cameras as a viable strategy to reduce red light running and the resulting loss of life or injury; and

WHEREAS, local governments are responsible for citizen safety generally, and traffic safety and enforcement specifically; and

WHEREAS, local governments should be able to protect their citizens using technology and use Red Light Photo Enforcement Cameras at signalized intersections to issue traffic citations; and

WHEREAS, the generally accepted practice of Police Officers making traffic stops resulting from red light runners places the Police Officer and other motorists in harms way; and

WHEREAS, the DuPage Mayors and Managers Conference, a council of 33 municipal governments in DuPage County, has established position that supports the continued use of Red Light Photo

Enforcement for municipalities to address important and significant public safety concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES, as follows:

SECTION 1: Support the use of Red Light Camera Photo Enforcement Cameras at signalized intersections to reduce crashes that result in the loss of life and injury.

SECTION 2: Support the use of Red Light Photo Enforcement Cameras at signalized intersections to reduce the monetary impact of crashes on our society.

SECTION 3: State law must continue to recognize and support the right of individual municipalities to determine whether or not utilizing Red Light Photo Enforcement Cameras at signalized intersections is in the best interest of their community.

SECTION 4: Urge all counties and municipalities to join us in demonstrating local government's strong support for the use of the Red Light Photo Enforcement Cameras at signalized intersections.

SECTION 5: Support the use of Red Light Photo Enforcement Cameras at signalized intersections to eliminate the potential risk of injury or death to Police Officers and other motorists resulting from traffic stops resulting from red light running.

ADOPTED AND APPROVED by the President and Board of Trustees of the Village of Willowbrook on this _____ day of February 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

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

AGENDA NO. 4j

AGENDA DATE: 02/22/10

STAFF REVIEW: MARK SHELTON

SIGNATURE: Mark Shelton

LEGAL REVIEW: N/A

SIGNATURE: _____

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: Larry Maholland

REVIEWED & APPROVED BY COMMITTEE: YES ☐ N/A ☒

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

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

Staff has compiled a list of Village owned vehicles deemed surplus property ready for disposal. Staff will use the services of I.A.A.I. to sell the following Police Department vehicles:

VIN	Year	Make	Model
1GBDM19W6TB180357	1996	CHEVY	VAN
1GCEK14V12E127826	2002	CHEVY	SILVARADO
1FMZU34XUC74750	1992	FORD	EXPLORER

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

ACTION PROPOSED:

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 10-0-04

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

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

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

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

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

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

SECTION THREE: The Village Administrator is hereby authorized to dispose of the property set forth on Exhibit "A" to the recipient thereof.

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

PASSED and APPROVED this 22nd day of February, 2010.

APPROVED:

President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____
 NAYS: _____
 ABSTENTIONS: _____
 ABSENT: _____

EXHIBIT "A"

VIN	Year	Make	Model
1GBDM19W6TB180357	1996	CHEVY	VAN
1GCEK14V12E127826	2002	CHEVY	SILVARADO
1FMZU34XUC74750	1992	FORD	EXPLORER

Village of Willowbrook

Proclamation

WHEREAS, the Boy Scouts of America, a volunteer organization, was incorporated by Chicago publisher William D. Boyce on February 8, 1910, after learning of the Scouting movement during a visit to London. On June 21, 1910, a group of 34 national representatives met, developed organization plans and opened a temporary national headquarters in New York; and

WHEREAS, by 1912, there were Boy Scouts enrolled in every state. There have been more than 111,000,000 members of Scouting, and the organization has presented more than 2 million Eagle Scout awards by its Anniversary date in 2010; and

WHEREAS, in 1916, the United States Congress granted the Boy Scouts of America a federal charter. More than 1 million adult volunteer leaders selflessly serve young people in their communities through organizations chartered by the Boy Scouts of America; and

WHEREAS, the purpose of the Boy Scouts of America endeavors to develop United States citizens who are physically, mentally, and emotionally fit; have a high degree of self-reliance in such qualities as initiative, courage and resourcefulness; have personal values based on religious concepts; have the desire and skills to help others and under the principles of the United States social, economic and governmental systems; take pride in their American heritage and understand our nation's role in the world; have a keen respect for the basic rights of all people and are prepared to participate in and give leadership to the American society,

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do hereby on behalf of the Village Board call upon all citizens of Willowbrook to recognize the 100th Anniversary of the Boy Scouts of America and their dedication to making the Willowbrook community a better place to live and to work.

Proclaimed this 22th day of February, 2010.

Village President

Attest:

Village Clerk

Village of Willowbrook

Proclamation

WHEREAS, in 1987, Bernard's Café & Deli first opened its doors for business in the Willowbrook Square Shopping Center; and

WHEREAS, Bernard's Café & Deli has offered residents, visitors, and workers a place to gather and have a distinctive dining experience for over twenty years; and

WHEREAS, in the over twenty years Bernard's Café & Deli has been part of the Willowbrook community, it has supplied its patrons with a variety of freshly made food items that have not only brought Willowbrook residents back but also people outside of the community; and

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do hereby on behalf of the Village Board call upon all citizens and businesses of Willowbrook to recognize Bernard's Café & Deli in providing over twenty years of service to the Village and their dedication to making the Willowbrook community a better place to live and to work.

Proclaimed this 22th day of February, 2010.

Village President

Attest:

Village Clerk

Village of Willowbrook

Proclamation

WHEREAS, in 1987, Willowbrook Shoe Repair & Tailoring opened its doors in the Willowbrook Square Shopping Center; and

WHEREAS, for over twenty years Willowbrook Shoe Repair & Tailoring has provided the Willowbrook community with all types of shoe repair services and tailoring; and

WHEREAS, Willowbrook Shoe Repair & Tailoring is a family-owned business that has served the Willowbrook community and the surrounding area with efficient service and a professional manner for over twenty years; and

WHEREAS, the owners of Willowbrook Shoe Repair & Tailoring continue to be devoted to providing the Willowbrook community and the surrounding area with top of the line service in a friendly and welcoming atmosphere.

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do hereby on behalf of the Village Board call upon all citizens and businesses of Willowbrook to recognize Willowbrook Shoe Repair & Tailoring in providing over twenty years of service to the Village and their dedication to making the Willowbrook community a better place to live and to work.

Proclaimed this 22th day of February, 2010.

Village President

Attest:

Village Clerk

Village of Willowbrook

Proclamation

WHEREAS, in 1987, Penel's Hair Design opened its doors in the Willowbrook Square Shopping Center; and

WHEREAS, for over twenty years Penel's Hair Design has provided the Willowbrook community with a full service salon with experienced stylists; and

WHEREAS, in order to service their customers, Penel's Hair Design takes pride in staying up-to-date with the current industry trends and techniques by ensuring their stylists have continuing education within the salon industry; and

WHEREAS, the owners of Penel's Hair Design have been dedicated in providing the Willowbrook community and the surrounding area with top of the line service in a friendly and welcoming atmosphere.

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do hereby on behalf of the Village Board call upon all citizens and businesses of Willowbrook to recognize Penel's Hair Design in providing over twenty years of service to the Village and their dedication to making the Willowbrook community a better place to live and to work.

Proclaimed this 22th day of February, 2010.

Village President

Attest:

Village Clerk

Village of Willowbrook

Proclamation

WHEREAS, the Begeman & Company jewelry store is celebrating its 80th Anniversary of being in business and for more than twenty years of that time has been a tenant in the Willowbrook Square Shopping Center; and

WHEREAS, in 1930, Herman Begeman opened his first store on Archer Avenue in Chicago's Brighton Park and went on to open other stores in the surrounding Chicago land communities, including the Village of Willowbrook; and

WHEREAS, the philosophy of Begeman & Company has always been to maintain a high quality of service and to provide personal and professional care to their customers not only in the Willowbrook community but to more than three generations of customer families; and

WHEREAS, in 2010, Herman Begeman, Jr. and Edward Begeman carry on the tradition and the philosophy their father had established when he first opened for business in 1930 that the person you sell to is not your customer, he is your friend.

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do hereby on behalf of the Village Board call upon all citizens and businesses of Willowbrook to recognize Begeman & Company in providing over twenty years of quality service to the Village and their dedication to making the Willowbrook community a better place to live and to work.

Proclaimed this 22th day of February, 2010.

Village President

Attest:

Village Clerk

Village of Willowbrook

Proclamation

WHEREAS, in 1987, Alpha Printing opened its doors in the Willowbrook Square Shopping Center; and

WHEREAS, for over twenty years Alpha Printing has ensured Willowbrook residents and business have access to a wide variety of quality printing services; and

WHEREAS, Alpha Printing has served the Willowbrook community and the surrounding area with efficient service and a professional manner for over twenty years; and

WHEREAS, the owners of Alpha Printing are well-established in the business community and are dedicated to their customers, who experience top of the line service in a friendly and welcoming atmosphere.

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do hereby on behalf of the Village Board call upon all citizens and businesses of Willowbrook to recognize Alpha Printing in providing over twenty years of service to the Village and their dedication to making the Willowbrook community a better place to live and to work.

Proclaimed this 22th day of February, 2010.

Village President

Attest:

Village Clerk

Village of Willowbrook

Proclamation

WHEREAS, in 1987, Fox Electronics opened its doors in the Willowbrook Square Shopping Center; and

WHEREAS, for over twenty years Fox Electronics has provided the Willowbrook community with a place to take their televisions and small appliances to be repaired; and

WHEREAS, Fox Electronics has served the Willowbrook community and the surrounding area with efficient service and a professional manner for over twenty years; and

WHEREAS, the owners of Fox Electronics have been dedicated to providing the Willowbrook community and the surrounding area with top of the line service in a friendly and welcoming atmosphere.

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do hereby on behalf of the Village Board call upon all citizens and businesses of Willowbrook to recognize Fox Electronics in providing over twenty years of service to the Village and their dedication to making the Willowbrook community a better place to live and to work.

Proclaimed this 22th day of February, 2010.

Village President

Attest:

Village Clerk

The Village of **WILLOWBROOK**

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

January 27, 2010

Mrs. Betty FencI
5904 Western Ave
Willowbrook Il 60527

Re: Account No. 353095.000
Delinquent Water Bill

Dear Mrs. FencI:

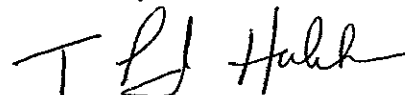
Please be advised that your water bill is now delinquent in the amount of \$88.32. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 22, 2010, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of **WILLOWBROOK**

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

January 27, 2010

Mr. & Mrs. Mario Galindo
356 59th St
Willowbrook Il 60527

Re: Account No. 352340.007
Delinquent Water Bill

Dear Mr. & Mrs. Galindo:

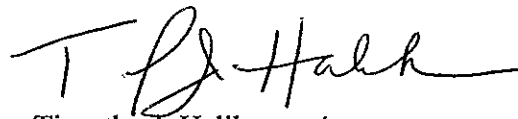
Please be advised that your water bill is now delinquent in the amount of \$168.72. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 22, 2010, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

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Michael Mistele

Sandra O'Connor

Paul Schoenbeck

January 27, 2010

Mr. & Mrs. Muhommad Khan
308 Chatelaine Ct
Willowbrook II 60527

Re: Account No. 351090.002
Delinquent Water Bill

Dear Mr. & Mrs. Khan:

Please be advised that your water bill is now delinquent in the amount of \$118.15. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 22, 2010, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

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Michael Mistele

Sandra O'Connor

Paul Schoenbeck

January 27, 2010

Mr. & Mrs. Kevin McCarthy
5918 Clarendon Hills Rd
Willowbrook IL 60527

Re: Account No. 352300.005
Delinquent Water Bill

Dear Mr. & Mrs. McCarthy:

Please be advised that your water bill is now delinquent in the amount of \$193.89. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 22, 2010, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5 (A)
OF THE VILLAGE CODE – LIQUOR CONTROL, CLASS A LICENSE

AGENDA NO. 7

AGENDA DATE: 02/22/10

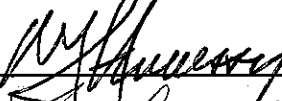
STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE:



LEGAL REVIEW: William Hennessy, Attorney

SIGNATURE:



RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

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

The Village Code of Ordinances provides for the number of liquor licenses that are currently issued to qualified business establishments within the community. It is the policy of the Liquor Control Commissioner and the Village Board not to maintain any unassigned liquor licenses. The Village's Liquor Control Commissioner is the authority that may grant local licenses to persons or entities for premises within the Village. The Village Board has the authority to amend the Village Code, upon the recommendation of the Liquor Control Commissioner, to reflect an increase or decrease in the number of liquor licenses that exist within each class of license.

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

Historically, the Liquor Control Commissioner issues liquor licenses and recommends to the Village Board the amendment to the Village Code with regard to the number of liquor licenses within each class of license after an application is received, reviewed, and the required background report is favorable returned. The Village Board is being requested to approve the attached Ordinance, which would amend the Village Code to reflect an additional liquor license in the Class A license category to allow Walgreens located at 501 Plainfield Road to sell packaged liquor.

It is recommended that the Village Board approve the attached Ordinance amending the Village Code to increase the number of Class A liquor licenses from one (1) to two (2).

ACTION PROPOSED:

Pass the Ordinance.

VILLAGE OF WILLOWBROOK

ORDINANCE NO. 10-O-_____

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5 (A)
OF THE VILLAGE CODE – LIQUOR CONTROL, CLASS A LICENSE

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF WILLOWBROOK

This 22nd day of February, 2010

Published in pamphlet form by authority of the President and Board of Trustees of the Village
of Willowbrook, DuPage County, Illinois, this 22nd day of February, 2010.

ORDINANCE NO. 10-O-_____

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5(A) OF
THE VILLAGE CODE – LIQUOR CONTROL, CLASS A LICENSE

BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 3, Section 3-12-5(A) of the Village Code of the Village of Willowbrook, entitled "Class A License", is hereby amended by deleting the last sentence contained therein in its entirety and in lieu thereof, the following language shall be substituted:

..."There shall be no more than two (2) class A licenses issued at any one time."

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

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 22nd day of February, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

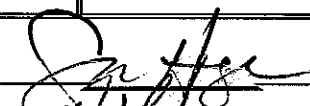
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

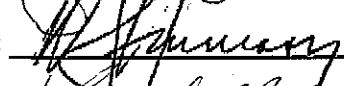
AGENDA NO. 8

AGENDA DATE: 02/22/ 2010

STAFF REVIEW: Sara Hage, Planner

SIGNATURE: 

LEGAL REVIEW: William Hennessy

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE:

Not Applicable

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

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its Zoning Map by March 31st of each year if there have been any map amendments (i.e. rezonings, annexations, and/or special use permits) during the preceding calendar year. There were several such amendments to the map in 2009. As a result, the Village's Zoning Map has been updated to reflect the various land use actions approved by the Village Board in the year 2009, along with minor corrections to the map. The attached ordinance provides for the adoption and publication of the updated Village Zoning Map.

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

ACTION PROPOSED:

Approval of the ordinance and direction to the Village Clerk to publish the map.

VILLAGE OF WILLOWBROOK

ORDINANCE NO. 10-O-_____

AN ORDINANCE PROVIDING FOR THE OFFICIAL
ZONING MAP OF THE VILLAGE OF WILLOWBROOK,
DUPAGE COUNTY, ILLINOIS

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF WILLOWBROOK

this 22nd day of February, 2010.

Published in pamphlet form by authority of the President and
Board of Trustees of the Village of Willowbrook, DuPage County,
Illinois, this 22nd of February, 2010.

ORDINANCE NO. 10-O-___

AN ORDINANCE PROVIDING FOR THE OFFICIAL
ZONING MAP OF THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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

SECTION ONE: That the Official Zoning District
Map attached hereto as Exhibit "A" and by this reference
incorporated herein be and the same is and shall be the
Official Zoning Map for the Village of Willowbrook as
provided for in 65 ILCS 5/11-13-19.

SECTION TWO: That all ordinances and resolutions,
or parts thereof, in conflict with the provisions of this
Ordinance are, to the extent of such conflict, hereby
repealed.

SECTION THREE: That this Ordinance shall be in
full force and effect from and after its passage, approval
and publication in pamphlet form provided by law.

PASSED and APPROVED this ____ day of _____,
2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

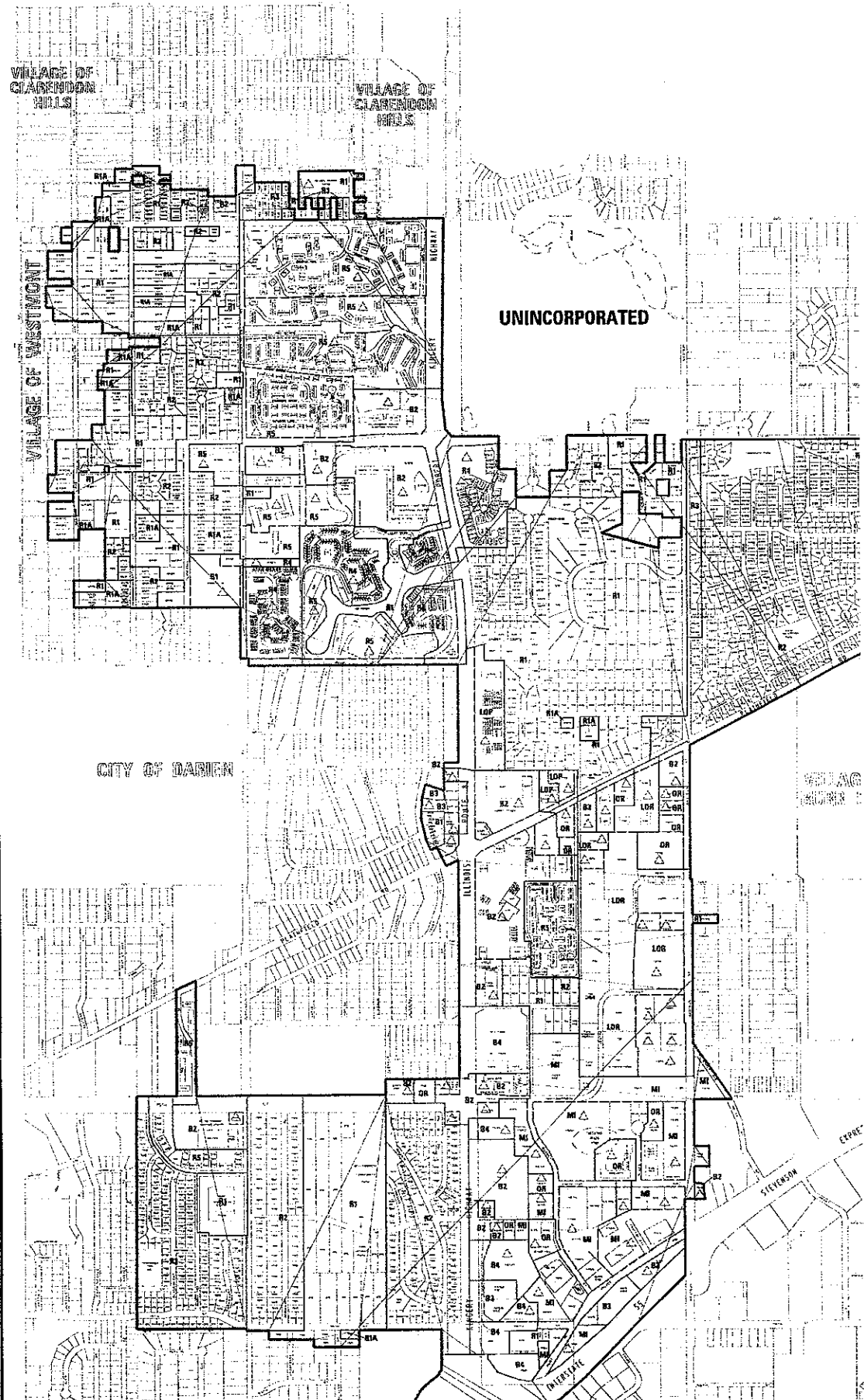
NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

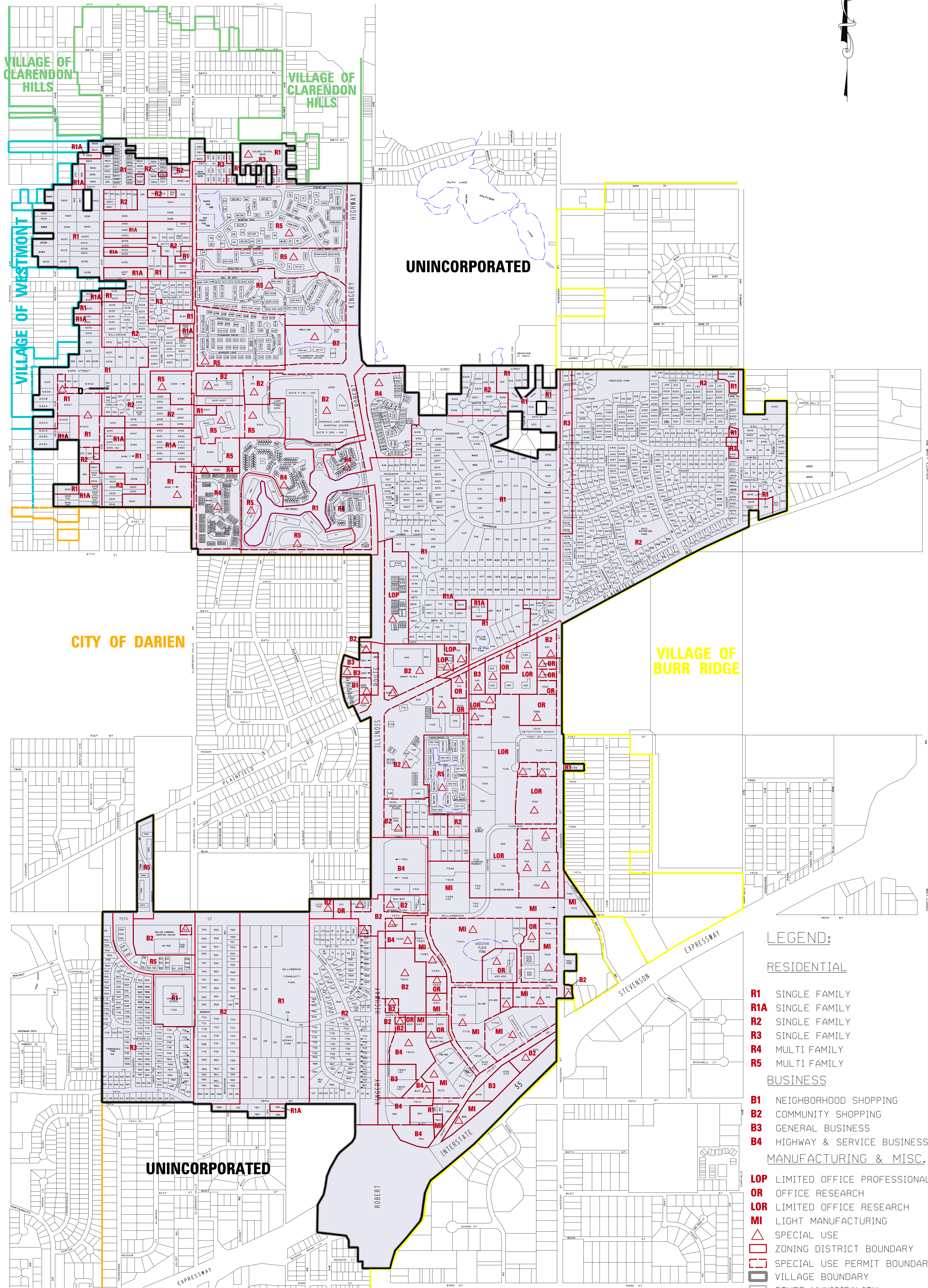
Exhibit "A"

DU PAGE COUNTY, ILLINOIS

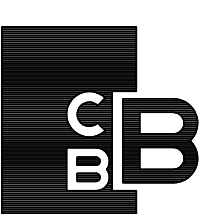


VILLAGE OF WILLOWBROOK

DU PAGE COUNTY, ILLINOIS



ADOPTED AND APPROVED BY THE
VILLAGE OF WILLOWBROOK 2010



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

ZONING MAP

DWN.	DTM	PROJECT NO.
CHKD.	DLL	90-144PPP
SCALE:	NTS	SHEET 1 OF 1
DATE:	2/12/2010	DRAWING NO.
		1

VILLAGE OF WILLOWBROOK

BOARD MEETING

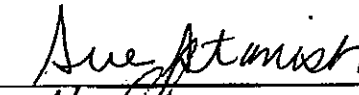
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN ADMINISTRATION AGREEMENT RELATING TO ABATEMENT, COLLECTION, ALLOCATION AND TRANSFER OF TIF FUNDS AND SSA TAXES WITH WILLOWBROOK TOWN CENTER LLC AND LOCK-UP – EVERGREEN DEVELOPMENT SERIES LLC

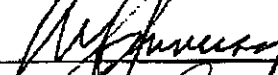
AGENDA NO. 9

AGENDA DATE: 2/22/10

STAFF REVIEW: Sue Stanish

SIGNATURE: 

LEGAL REVIEW: William Hennessy

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☒ N/A ☐

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

Pursuant to the Development Agreement entered in on October 4, 2006 with Willowbrook Town Center LLC, Special Service Area (SSA) One was created within the Village's TIF District to fund public improvements. A total of \$3,540,000 in SSA bonds were issued.

As the Board may recall the tax levy extension performed for the 2008 tax year produced a significant tax rate and bill for property owners located in the SSA that was not intended. The property owners in the SSA are Town Center LLP and Lock Up – Evergreen Development Series LLC. The problem of the large tax rate was remedied on June 9, 2009 when the DuPage County Circuit Court entered into an "Agreed Order" approved by all parties that set forth a methodology for determining the tax levy and the Village's abatement and transfer of taxes from the TIF increment to pay debt service on the SSA bonds.

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

The attached agreement provides a background of the issue and details the methodology of the tax abatement calculation. The SSA Tax Abatement Ordinance will be presented to the Village Board for approval in the month of March once the final numbers are obtained from the DuPage County Clerk. The SSA abatement will not have an impact on the normal TIF increment that will be generated as a result of the Town Center Development.

ACTION PROPOSED: ADOPT THE RESOLUTION

RESOLUTION NO. 10-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN ADMINISTRATION AGREEMENT RELATING TO ABATEMENT, COLLECTION, ALLOCATION AND TRANSFER OF TIF FUNDS AND SSA TAXES WITH WILLOWBROOK TOWN CENTER LLC AND LOCK-UP – EVERGREEN DEVELOPMENT SERIES LLC

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 are hereby authorized to enter into an Administration Agreement Relating to Abatement, Collection, Allocation and Transfer of TIF funds and SSA taxes between the Village of Willowbrook, Willowbrook Town Center LLC., and Lock Up – Evergreen Development Series LLC in substantially the form attached hereto.

ADOPTED and APPROVED this 22nd day of February, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

**ADMINISTRATION AGREEMENT RELATING TO ABATEMENT,
COLLECTION, ALLOCATION AND TRANSFER OF TIF FUNDS
AND SSA TAXES**

THIS AGREEMENT, made and entered into this 22nd day of February, 2010 ("Effective Date"), by and between the Village of Willowbrook, an Illinois municipal corporation having its principal office at 7760 Quincy Street, Willowbrook, Illinois 60527 ("VILLAGE") and Willowbrook Town Center LLC having its principal place of business at 4104 North Harlem Avenue, Norridge, Illinois 60706 ("OWNER") and Lock Up – Evergreen Development Series LLC, for and on behalf of the Willowbrook Development Series, 800 Frontage Road, Northfield, Illinois 60093 ("LOCK UP OWNER").

RECITALS

1. OWNER owns certain real estate situated in the Village of Willowbrook, County of DuPage, Illinois, having a tax parcel identifications of 09-26-200-010 and 09-23-406-018 ("SHOPPING CENTER PROPERTY"). OWNER developed and constructed the improvements currently situated on the SHOPPING CENTER PROPERTY, pursuant to a certain Development Agreement, dated October 4, 2006, made by and between OWNER and the VILLAGE (the "DEVELOPMENT AGREEMENT"). LOCK UP OWNER owns certain real estate situated in the Village of Willowbrook, County of DuPage, Illinois, having a tax parcel identification of 09-23-406-019 ("LOCK UP PROPERTY"). LOCK UP has developed and constructed improvements currently situated on LOCK UP PROPERTY. The SHOPPING CENTER PROPERTY and the LOCK UP PROPERTY are hereinafter collectively referred to as the "PROPERTY".

2. The PROPERTY is situated within a tax increment redevelopment project area (the "TIF AREA") created pursuant to the following ordinances passed by the VILLAGE: (1)

Ordinance No. 90-O-30, An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area; (2) Ordinance No. 90-O-31, An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Designating the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; (3) Ordinance No. 90-O-32, An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Adopting Tax Increment Allocation Financing for the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area (collectively, the "TIF ORDINANCES").

3. Under the DEVELOPMENT AGREEMENT, the VILLAGE agreed to reimburse OWNER for its costs of constructing certain improvements in an amount not to exceed the principal amount of \$1,830,000.00 payable from TAX INCREMENT (as defined in the DEVELOPMENT AGREEMENT). The VILLAGE paid \$200,000 of TAX INCREMENT to OWNER in cash, with a remaining balance of \$1,630,000.00 being payable pursuant to the terms of notes (the "TIF NOTES") issued by the VILLAGE in favor of OWNER. Payments on the TIF NOTES are payable solely from certain TAX INCREMENT on deposit in the FUND (as defined in the DEVELOPMENT AGREEMENT), subject to the priorities for utilization of TAX INCREMENT as set forth in the DEVELOPMENT AGREEMENT. The TIF NOTES currently have an outstanding principal balance of \$1,452,397.34.

4. The PROPERTY is also situated within a special service area established pursuant to 35 ILCS 200/27-5, *et seq.*, for purposes of financing certain public improvements required by the DEVELOPMENT AGREEMENT. The minimum amount of special service area funding available to the OWNER for the public improvements constructed by the OWNER in the special

service area pursuant to the DEVELOPMENT AGREEMENT was \$3,300,000, which funding was raised by the VILLAGE through the issuance of special service area bonds.

5. Pursuant to the DEVELOPMENT AGREEMENT and Ordinance No. 07-O-38 passed on December 10, 2007 (the "BOND ORDINANCE"), the Village issued its \$3,540,000 Special Service Area Number One Unlimited Ad Valorem Tax Bonds, Series 2007 (the "SSA BONDS"). The SSA BONDS are payable solely from ad valorem taxes levied on the taxable property in the special service area by the VILLAGE to pay debt service on the SSA BONDS. The BOND ORDINANCE, containing a tax levy for debt service on the SSA BONDS (the "SSA LEVY"), was filed with the DuPage County Clerk on December 14, 2007.

6. The real estate tax bills issued by the DuPage County Collector for the PROPERTY for the year 2008 were calculated by converting that year's special service area tax into a rate, using the initial valuation of the PROPERTY at the time the TIF ORDINANCES were passed. That method and calculation resulted in a special service area tax rate of 59.6304%. The resulting total tax rate for all property taxes for the PROPERTY was 63.2480%.

7. The calculation of the special service area tax rate and the resulting 63.2480% total tax rate were not calculations anticipated by the VILLAGE, OWNER and LOCK UP OWNER. Said tax rate resulted in a tax rate and resulting tax due that are significantly higher than what the VILLAGE, OWNER and LOCK UP OWNER intended, and what is necessary to finance the public improvements and TIF reimbursable expenses under the DEVELOPMENT AGREEMENT. The VILLAGE, the OWNER and the LOCK UP OWNER believe that the appropriate tax rate for the PROPERTY was 3.6176% for tax year 2008 payable in 2009.

8. On May 29, 2009 OWNER filed a complaint for declaratory and other relief in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, as Case No. 2009

CH 002014, naming the VILLAGE and the DuPage County Collector and DuPage County Clerk as defendants. LOCK UP OWNER joined OWNER in this complaint.

9. On June 9, 2009 the Court entered an Agreed Order (the "AGREED ORDER") approved by all parties setting forth a methodology for the levy, VILLAGE abatement and transfer of certain TAX INCREMENT to pay debt service on the SSA BONDS for tax year 2008, and for subsequent years.

10. This AGREEMENT is intended to set forth more specifically the administration of the terms of the Agreed Order, as between the VILLAGE, OWNER and LOCK UP OWNER.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein and made a part hereof.

Section 2. Mutual Cooperation. The parties hereto shall cooperate with one another as may be reasonably necessary for the VILLAGE to abate the SSA LEVY as to the PROPERTY, and allocate and transfer certain TAX INCREMENT to pay the SSA BONDS for tax years 2009, and for subsequent years, in accordance with the AGREED ORDER and consistent with the terms of the DEVELOPMENT AGREEMENT as originally intended by the parties.

Section 3. Abatement Process. During March of each year while TIF AREA is in place:

- a. Upon the VILLAGE'S receipt from DuPage County of the tentative tax rates and extensions along with the current equalized assessed valuation, and prior to any SSA abatement determination by the VILLAGE, OWNER, LOCK UP

OWNER and the VILLAGE will meet at either the Village administrative offices or at the DuPage County Clerk's office to determine the correct SSA abatement amount.

b. The SSA abatement amount will be determined in a manner designed to produce additional funding in the FUND equal to the abated amount.

c. Funding for the TIF NOTES and TIF administrative expenses will be equal to the current assessed value less the TIF Frozen value multiplied by the total tax rate excluding any SSA tax rate.

d. The above calculation and resulting SSA abatement amount shall be approved by both the VILLAGE, OWNER and LOCK UP OWNER in writing prior to the passage of the abatement ordinance and the filing of the abatement ordinance with the DuPage County Clerk's office; provided, however, that no party shall withhold approval so long as the abatement is calculated consistent with the terms of this AGREEMENT and the AGREED ORDER.

Section 4. Transfer Amount. Upon VILLAGE receipt of collected taxes from the DuPage County Collector, the VILLAGE will transfer from the FUND to the SSA Bond Fund an amount equal to the SSA abatement amount; provided, however:

a. Only the taxes collected attributable to the SSA LEVY in the FUND will be transferred to the SSA Bond Fund.

b. If taxes relating to a tax parcel included in the SSA are not collected then the amount in the FUND that would be attributable to that tax parcel from the SSA LEVY will be deducted from the transfer amount until the taxes for such parcel are collected.

c. If partial payment on any parcel is received, the transfer amount will be reduced by a proportionate amount of the uncollected portion until the remainder of the taxes for such parcel is collected. For example, if only 50% of the taxes for a parcel are collected, 50% of the amount in the FUND that would be attributable to that tax parcel from the SSA LEVY will be deducted from the transfer amount.

d. Upon receipt of back taxes under the above two situations, the portion of the funds collected that relate to the SSA LEVY, will be transferred to the SSA Bond Fund or used to reimburse the VILLAGE if the VILLAGE used other VILLAGE funds to make up the shortfall.

Section 5. Illustration. Exhibit "A" hereto is an illustration of the tax abatement calculation under the Agreed Order and this AGREEMENT. The parties hereto agree to follow the methodology used in the attached illustration in calculating the abatement amount in accordance with subsection 3.a-c.

Section 6. Approval of Abatement and Transfer. Both the abatement and transfer amount will be approved by the VILLAGE, the OWNER (or The Harlem Irving Companies as Manager for OWNER) and the LOCK UP OWNER, prior to processing; provided, however, that no party shall withhold approval so long as such amounts are calculated consistent with the terms of this AGREEMENT and the AGREED ORDER.

Section 7. Record Keeping. At the request of the OWNER or LOCK UP OWNER, the VILLAGE will make available to the OWNER or LOCK UP OWNER all appropriate records to verify each abatement, allocation and transfer.

Section 8. Term. The term of this AGREEMENT shall commence on the Effective Date and shall terminate on December 31, 2014.

Section 9. Amendments. This AGREEMENT may not be amended, changed, modified, or altered except in writing with the approval of the parties hereto.

Section 10. Waiver. The waiver by any party of any failure by the other party to perform any term, covenant or condition hereof shall not operate as a waiver of any subsequent failure to perform the same or any other term, covenant or condition hereof.

Section 11. Law Governing. This AGREEMENT shall be governed exclusively by the provisions hereof and by the laws of the State of Illinois as the same from time to time exist.

Section 12. Section Headings. All articles, paragraph and section headings, titles or captions contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this AGREEMENT.

Section 13. Notices. Whenever any demand, request, approval, consent or notice (collectively, "NOTICE") shall or may be given to either of the parties by the other, each such NOTICE shall be in writing and shall be sent by overnight courier service (such as Federal Express) at the respective addresses of the parties as set forth below. Any NOTICE under this AGREEMENT which is addressed to the then current Notice Address of the party which is the intended recipient of such NOTICE shall be deemed to have been given and effective on the earlier of the date delivery is made or delivery is refused or (with respect only to a change of address made without prior notification to the other party) unsuccessfully attempted. Either party may, at any time, change its Notice Address by giving the other party NOTICE in accordance with the above, stating the change and setting forth the new address.

Notice Addresses:

To the VILLAGE:

Village Administrator
Village of Willowbrook

7760 Quincy
Willowbrook, Illinois 60527

With a copy to:

William J. Hennessy
Law Offices of William J. Hennessy
221 North LaSalle Street
Suite 3800
Chicago, Illinois 60601

To OWNER:

Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
4104 North Harlem Avenue
Norridge, Illinois 60706
Attn: President

With a copy to:

Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
4104 North Harlem Avenue
Norridge, Illinois 60706
Attn: General Counsel

To LOCK UP OWNER:

Lock Up – Evergreen Development Series LLC,
Willowbrook Development Series
800 Frontage Road
Northfield, Illinois 60093
Attn: Robert A. Soudan, Jr.

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received.

Section 14. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be one in the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
on or as of the day and year first above written.

VILLAGE OF WILLOWBROOK,
an Illinois municipal corporation,

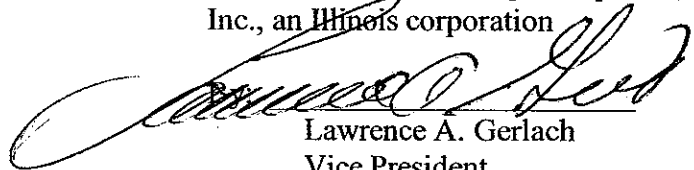
By: _____
President

ATTEST:

Village Clerk

WILLOWBROOK TOWN
CENTER LLC, an Illinois limited
liability company,

By: The Harlem Irving Companies,
Inc., an Illinois corporation


Lawrence A. Gerlach
Vice President

LOCK UP - EVERGREEN
DEVELOPMENT SERIES LLC, a
Delaware limited liability company,
for and on behalf of the Willowbrook
Development Series,

By: BRB Development LLC, an
Illinois limited liability company, its
sole member

By: A&R Management, Inc., an
Illinois corporation, its Manager

By: _____
Robert A. Soudan, Jr.,
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Robert Napoli, President of the VILLAGE OF WILLOWBROOK,
and Leroy Hansen, Village Clerk of said Village, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such President and Village Clerk,
respectively appeared before me this date in person and acknowledged that they signed and
delivered the said instrument as their 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 then and there
acknowledged that he, as custodian of the corporate seal of said Village, 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.

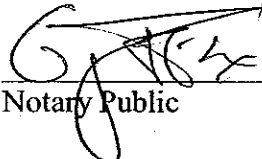
GIVEN under my hand and Notarial Seal this _____ day of _____,
2010.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Lawrence A. Gerlach, Vice President of The Harlem Irving
Companies, an Illinois corporation, personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such Vice President, 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.

GIVEN under my hand and Notarial Seal this 16th day of February, 2010.



Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Robert A. Soudan, Jr., Vice President of A&R Management,
Manager of BRB Development LLC, the sole member of the Willowbrook Development Series of
Lock Up – Evergreen Development Series, LLC, personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such Vice President appeared before me
this date in person and acknowledged that he signed and delivered the said instrument as his free
and voluntary act and as the free and voluntary act of said Company, for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____,
2010.

Notary Public

EXHIBIT "A"

ILLUSTRATION OF TAX ABATEMENT CALCULATION

EXHIBIT A

EXAMPLE 2008 TAX RATES
SSA AND TIF FUND
FROZEN VALUE SSA AREA \$346,900 1A
GROWTH ABOVE FROZEN VALUE SSA \$9,680,610 2B
CURRENT EAV OF SSA \$10,227,570 2C

FIND RATE FOR SSA - RATE IS DERIVED BASED ON FINAL EAV OF SSA.

The rate will be derived by abating a portion of the SSA tax levy amount.
 Need to abate a portion of SSA levy that will calculate to a lower tax rate.
 Find a rate that when applied to final SSA EAV will produce an amount to make up for the reduction in the SSA amount.

SSA RATE = SSA ANNUAL DEBT SERVICE
 CURRENT EAV OF SPECIAL SERVICE AREA $\frac{\$122,925.00}{\$10,227,570}$

RATE 3.15740% TOTAL GROWTH SSA $\boxed{\$9,680,610}$ (from County - will change each year)
 MULTIPLY RATE BY GROWTH IN SSA

AMOUNT THAT WILL GO INTO TIF FUND AND THEN TRANSFERRED TO SSA FUND \$305,655.30

ANNUAL DEBT SERVICE \$322,925.00
 LESS AMT TRANSFERRED FROM TIF $\underline{\$305,655.30}$
 TOTAL AMOUNT ON SSA LINE ITEM \$17,269.70

TOTAL FROM SSA & TIF \$322,925.00 (\$17,269.70+\$305,655.30)

ANNUAL ABATEMENT CALCULATION

TOTAL AMOUNT NEEDED FOR DEBT SERVICE (before county extension) 3A \$322,925 (Debt Service Schedule)

TOTAL AMOUNT ON SSA LINE ITEM FOR DS $\underline{\$17,270}$

AMOUNT TO BE ABATED \$305,655

FINAL SSA TAX RATE 3.1574%

FINAL

1

9771008
WILLOWBARK SPEC SER 1
TOWNSHIP: CONNERS DRIVE
DURHAM COUNTY
2008 VIF VALUATION

346,900
346,900 CUR
10,227,570
10,227,570
346,900 CUR
10,227,570

HESI
FARM:
COMM:
IND:
T-NEI

346,900 ORI
346,900 CTOT
346,900

TAX BURDEN:

LIMITING RATE:

RATE REDUCTION:

LEVY	AMOUNT	PLUS	LIMIT	EXTD	TAKES EXTENDED	TAX LIMITATION ACT	DISTRICT ADJUSTMENT
BOND & INTEREST	322,825.00	326,184.25	189.6354	328,156.44			
TOTAL CAP FUNDS							
TOTAL NON CAP FUNDS	322,825.00	326,184.25	189.6354	328,156.44			
GRAND TOTAL	322,825.00	326,184.25	189.6354	328,156.44			

93750600

WILLOWBROOK TIF DISTRICT #1

Township: DOWNERS GROVE

2008 Current Valuation: 11,043,890

Initial Valuation: 944,380

Revised Frozen Valuation: 944,380

Difference: 10,099,510 2%

Residential:

Farm:

Commercial:

Industrial:

Total Real Estate:

Railroad:

Total:

944,380

9,600,810

DU PAGE COUNTY	1567	16,724.92
FOREST PRESERVE	1206	12,180.00
DU PAGE WATER COMMISSION	-	-
DU PAGE AIRPORT AUTHORITY	0160	1,615.92
DOWNERS GROVE TOWNSHIP	0254	2,565.27
DOWNERS GROVE TWP ROAD	0376	3,827.71
VILLAGE OF WILLOWBROOK	0156	1,563.43
WILLOWBROOK SSA #1	59,6304	5,772,698.47
TR-STATE FIRE	4854	48,022.97
INDIAN PRAIRIE LIBRARY - EX BOND	1296	12,874.87
INDIAN PRAIRIE LIBRARY - BOND	0180	1,818.91
GRADE SCHOOL DIST #62	1,3624	136,685.63
HIGH SCHOOL DIST #66	1,0904	109,115.00
JUNIOR COLLEGE #602	1858	18,784.87
TOTAL		8,197,945.97

9345 418,680 3,6176
9615 9,600,810 63,2480

3

Willowbrook, Illinois
Town Center Project
Special Service Area Bonds, Series 2007

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total Pmt
01/01/2008	-	-	-	-
07/01/2008	-	-	115,621.32	115,621.32
01/01/2009	-	-	105,962.50	105,962.50
07/01/2009	-	-	105,962.50	105,962.50
01/01/2010	105,000.00	3.750%	105,962.50	210,962.50
07/01/2010	-	-	107,020.00	107,020.00
01/01/2011	105,000.00	3.000%	107,020.00	212,020.00
07/01/2011	-	-	101,025.00	101,025.00
01/01/2012	110,000.00	2.900%	101,025.00	211,025.00
07/01/2012	-	-	102,880.00	102,880.00
01/01/2013	115,000.00	4.000%	102,880.00	217,880.00
07/01/2013	-	-	100,580.00	100,580.00
01/01/2014	120,000.00	5.000%	100,580.00	220,580.00
07/01/2014	-	-	97,220.00	97,220.00
01/01/2015	135,000.00	5.750%	97,220.00	232,220.00
07/01/2015	-	-	93,657.50	93,657.50
01/01/2016	135,000.00	5.000%	93,657.50	228,657.50
07/01/2016	-	-	89,742.50	89,742.50
01/01/2017	140,000.00	5.900%	89,742.50	229,742.50
07/01/2017	-	-	85,612.50	85,612.50
01/01/2018	150,000.00	6.000%	85,612.50	235,612.50
07/01/2018	-	-	81,112.50	81,112.50
01/01/2019	160,000.00	6.100%	81,112.50	241,112.50
07/01/2019	-	-	76,232.50	76,232.50
01/01/2020	170,000.00	6.200%	76,232.50	246,232.50
07/01/2020	-	-	70,962.50	70,962.50
01/01/2021	180,000.00	6.300%	70,962.50	250,962.50
07/01/2021	-	-	65,281.50	65,281.50
01/01/2022	190,000.00	6.400%	65,281.50	255,281.50
07/01/2022	-	-	59,212.50	59,212.50
01/01/2023	200,000.00	6.500%	59,212.50	264,212.50
07/01/2023	-	-	52,550.00	52,550.00
01/01/2024	210,000.00	6.600%	52,550.00	267,550.00
07/01/2024	-	-	45,455.00	45,455.00
01/01/2025	220,000.00	6.700%	45,455.00	275,455.00
07/01/2025	-	-	37,750.00	37,750.00
01/01/2026	240,000.00	6.800%	37,750.00	282,750.00
07/01/2026	-	-	29,420.00	29,420.00
01/01/2027	260,000.00	6.900%	29,420.00	289,420.00
07/01/2027	-	-	20,435.00	20,435.00
01/01/2028	280,000.00	7.000%	20,435.00	300,435.00
07/01/2028	-	-	10,650.00	10,650.00
01/01/2029	300,000.00	7.100%	10,650.00	310,650.00
Total	\$3,540,000.00	-	\$3,104,856.22	\$6,644,856.22

3A < 322A25

Willowbrook, Illinois | SPECIAL PURPOSE | 10/1/2007 | 11/1/2029

Ehlers and Associates
John Repsholdt, C.F.A., C.I.P.F.A.

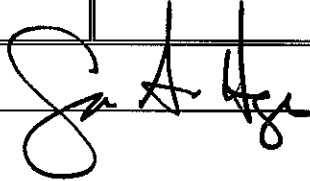
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

DISCUSSION AND MOTION – PLAN COMMISSION RECOMMENDATION FOR THE ADOPTION OF THE FINDINGS AND APPROVAL OF THE APPLICANT'S REQUESTS FOR A WAIVER FROM THE ZONING ORDINANCE AND AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT FOR GOODWILL – HINSDALE LAKE COMMONS - 6300 S. KINGERY HIGHWAY

AGENDA NO. 10**AGENDA DATE:** 02/22/2010**STAFF REVIEW:** Sara A. Hage, Planner**SIGNATURE:** **LEGAL REVIEW:** NA**SIGNATURE:** _____**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** _____**REVIEWED & APPROVED BY COMMITTEE:** YES ☒ Plan Commission 02/03/10 NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

On several occasions, staff has asked the Village Board and Plan Commission for feedback on Goodwill. In addition, Goodwill and Regency Centers asked for feedback from the Plan Commission during an October 7, 2009 Sketch Plan Review meeting. At that time, the Plan Commission provided general support for the use and proposed building alterations. On 02/03/2010, the Plan Commission held a formal public hearing, during which Goodwill showed a video pertaining to their recent transformation and successes. That video can be viewed online at:

<http://abcnews.go.com/Video/playerIndex?id=6979751>.

Following the public hearing, the Plan Commission voted to recommend adoption of the findings in the Staff Report dated February 3, 2010 and approval of the applicant's requests for a waiver from the Zoning Ordinance and an Amendment to the Special Use Permit for a Planned Unit Development for Goodwill subject to the substantial conformance with the plan(s) listed in Staff's Report dated February 3, 2010. The Plan Commission's recommendation is attached, along with Staff's Report to the Plan Commission.

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

Hinsdale Lake Commons is requesting approval of an amendment to the Special Use Permit for a PUD to allow for a waiver from Section 9-6-1(B) of the Zoning Ordinance for a retail store (Goodwill) that would sell primarily used goods.

Public Comment

The February 3rd public hearing was attended by approximately five Willowbrook residents in addition to approximately ten business representatives (four of whom represented Goodwill) who were in attendance for this and other items on the Plan Commission agenda. The questions raised by those in attendance included inquiries about the adequacy of parking on site, the Village's property maintenance requirements and Goodwill / Regency's standards for store maintenance and general operational procedures for Goodwill including their return policy, donation procedures, and how / if they will have enough product to fill the store. Residents also expressed a curiosity as to why Goodwill chose this location to open a store. In addition to the questions raised by members of the audience, at least one resident voiced her enthusiastic support for Goodwill. Staff also received two letters supporting and two letters opposing the application. These letters were provided to the Plan Commission at the hearing and are attached to the Staff Report.

ACTION PROPOSED:

Discussion and acceptance of the Plan Commission recommendation and direction to the Village Attorney to prepare an ordinance.

The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

MEMORANDUM

MEMO TO: Robert Napoli, Village President
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: February 3, 2010

SUBJECT: Hinsdale Lake Commons Special Use Amendment
6300 S. Kingery Highway

At the regular meeting of the Plan Commission held on February 3, 2010, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Heery, to recommend to the President and Village Board adoption of the findings in the staff report dated February 3, 2010 and approval of the applicant's requests for a waiver from the zoning ordinance and an amendment to the Special Use Permit for a Planned Unit Development for Goodwill subject to the substantial conformance with the plan(s) listed in staff's report dated February 3, 2010.

ROLL CALL: AYES: Commissioners Heery, Remkus, DelSarto, Vice-Chairman Wagner, and Chairman Kopp; NAYS: None. ABSENT: Commissioners Baker and Soukup.

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:jp

VILLAGE OF WILLOWBROOK

STAFF REPORT TO THE PLAN COMMISSION

Meeting Date: February 3, 2010

Prepared By: Sara A. Hage, Planner

Case Number: 10-01

Case Title: Hinsdale Lake Commons Special Use Amendment

Petitioner: Regency Centers, 1211 W. 22nd Street, Suite 300, Oak Brook, Illinois, 60523

Action Requested by Applicant: Consideration and Recommendation of an Amended Special Use Permit for a Planned Unit Development (PUD)

Location: 6300 S. Kingery Highway (Southwest corner of Route 83 and 63rd Street)

PINS: 09-23-101-025 and 09-23-101-026

Purpose: To amend the previously approved special use permit to allow the operation of a retail store (Goodwill) selling used goods.

Existing Zoning: B-2 with a Special Use Permit for a PUD

Existing Land Use: Mixed Use Retail, Restaurant and an Outlot for a Bank

Property Size: 20.96 acres

Surrounding Land Use:

	Use	Zoning
North	Willowbrook Square Shopping Ctr.	B-2/Special Use
South	Lake Hinsdale Village	R-4/Special Use
East	Single-Family Residential	R-4 and R-1
West	Multi-Family Residential and Whole Foods	R-5 and B-2

Documents Attached:

1. Regency Submittal with Renderings and Plans
2. Findings of Fact – Standards for Special Uses
3. Findings of Fact – Planned Unit Developments
4. Letters from the Public in Support of & Opposition to the Application

**Necessary Action
By Plan Commission:** Make a recommendation to the President and Village Board regarding approval of an Amended Special Use Permit for a Planned Unit Development to allow for the operation of a Goodwill retail store selling primarily used goods in the Hinsdale Lake Commons. A sample recommendation can be found on page 3.

- Site Description:** The shopping center consists of 183,991 square feet of leasable space, including a 5,400 square foot outlot building (Bank of America), on 20.96 acres.
- Background:** On several occasions, staff has asked for feedback on Goodwill. Most recently, Goodwill and Regency Centers asked for feedback from the Plan Commission during an October 7, 2009 Sketch Plan Review meeting. At that time, the Plan Commission provided general support for the use.
- Development Proposal:** Regency Centers, the owner of Hinsdale Lake Commons is requesting approval of the following zoning item:

- An amendment to the Special Use Permit for a PUD to allow for a waiver from Section 9-6-1(B) of the Zoning Ordinance for a retail store (Goodwill) that would sell primarily used goods.

As part of the proposal to lease space in Hinsdale Lake Commons, Goodwill and Regency would complete approximately \$1.5 million in store and shopping center improvements. These improvements include, but are not limited to, renovating the space and the building façade, restoring the window glazing and adding awnings to the currently bricked over barren storefront. (Included in Regency's submittal packet are renderings of the proposed façade improvements and photographs of newly constructed Goodwill stores that are similar to what Goodwill is proposing for the Hinsdale Lake Commons location.) Based on company reports for stores in the Chicago area, the annual sales tax that could be generated by the Goodwill store is estimated to be between \$30,000 and \$40,000. The Naperville Goodwill location reports annual sales ranging from \$2 to \$3 million.

There are eight vacant tenant units at the Hinsdale Lake Commons shopping center totaling 33,654 square feet of vacant space. These leasable spaces make up 31% of the available 107,528 square feet of vacant space in Willowbrook's retail centers. The 22,426 square foot vacant space that Goodwill plans to occupy was previously leased by Elektek and Murray's Party Time and now accounts for 67% of the vacancy within this specific shopping center and 21% of the Village's total retail vacancies. A portion of the 22,426 unit space would be dedicated to the collection of donated items. However, this area would be separated from the retail store with a dedicated entrance from the shopping center parking lot, which would be staffed by a Goodwill employee. No outdoor donation receptacles would be permitted as part of the retail use.

- Staff Analysis:** Goodwill is proposing to lease and operate a 22,426 square foot unit that has been vacant for almost two years and which was vacant for another several years prior to the previous tenant. As part of their lease, Goodwill plans to renovate the façade and interior of the unit and anticipates spending approximately \$1.5 million dollars on these improvements.

Appropriateness of Use: The store is an appropriate use for this retail and restaurant oriented shopping center. Goodwill has shown that their retail stores are of a high quality and the improvements they plan to make would enhance the appearance of the shopping center as a whole and, in particular, this outdated storefront. Goodwill would also bring much needed activity and traffic to an ailing center and, further, to a struggling section of the shopping center.

Traffic Flow & Access: The proposed use will not alter the approved traffic flow or access.

Utilities: The proposed use will not alter the approved utility service plan.

Landscaping: The proposed use will not alter the approved landscape plan.

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

Waivers:

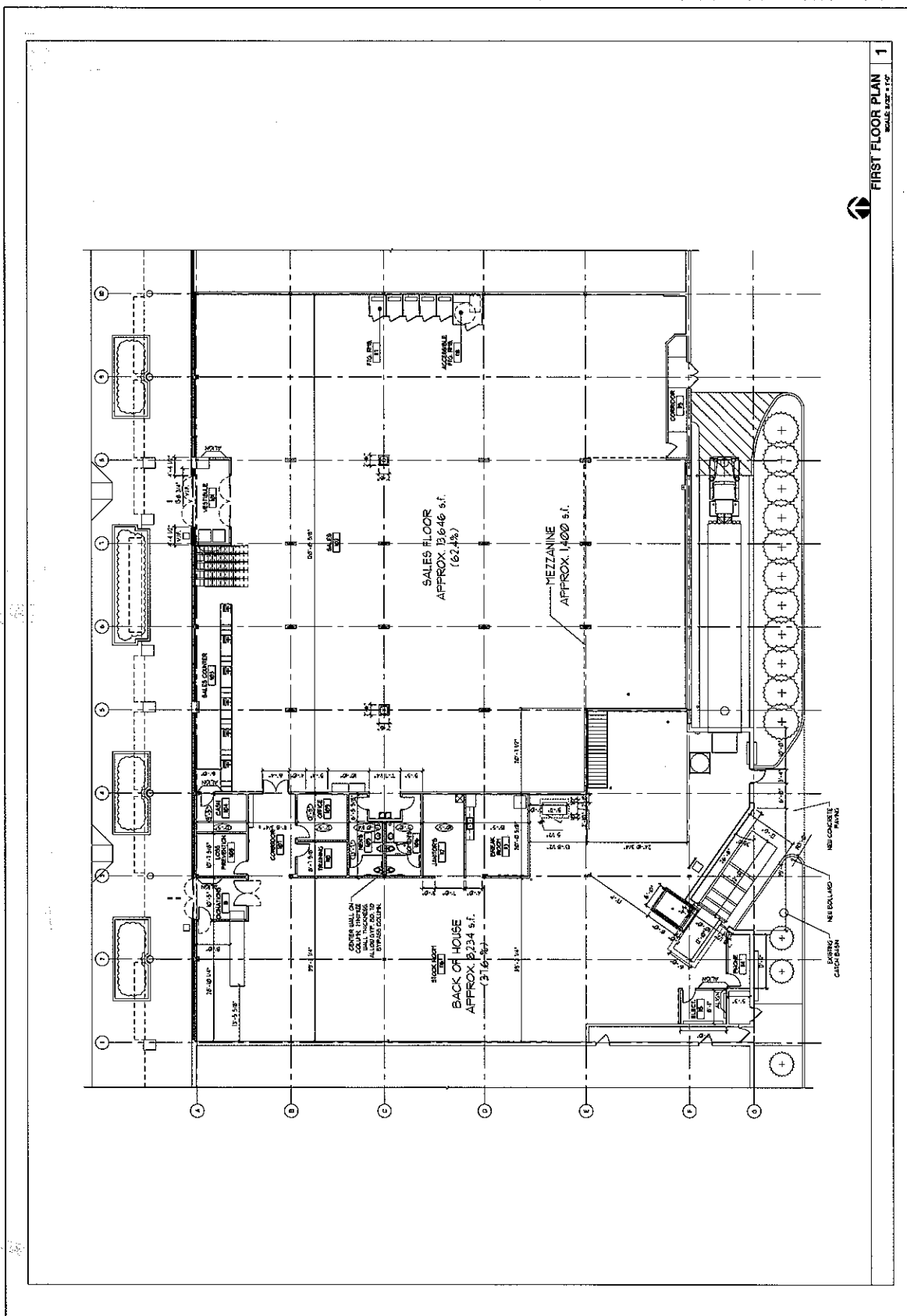
Waivers from Section 9-6-1(B) would be required to allow for Goodwill to operate. This section of the code states that "Business Establishments:...Goods sold shall consist primarily of new merchandise, except for antique shops." Goodwill and Regency Centers will comply with all other provisions of the Code.

Staff Recommendation:

Make a motion to recommend to the President and Village Board adoption of the findings in the Staff Report dated February 3, 2010 and approval of the applicant's requests for a waiver from the Zoning Ordinance and an Amendment to the Special Use Permit for a Planned Unit Development for Goodwill subject to the substantial conformance with the plan(s) listed in Staff's Report dated February 3, 2010:

1. Goodwill Retail Store, Front Elevation (Proposed Remodeling), prepared by Archiplan International Ltd., 955 North Plum Grove, Schaumburg, Illinois and received on March 18, 2009.
2. Goodwill Retail Store, Rear Elevation (Proposed Remodeling), prepared by Archiplan International Ltd., 955 North Plum Grove, Schaumburg, Illinois and received on March 18, 2009.

THESE TERMS AND CONDITIONS APPLY TO ALL SERVICES PROVIDED BY THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE AMOUNT PAID TO THE ARCHITECT BY THE CLIENT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR DAMAGES TO THE PROJECT OR TO THE CLIENT'S BUSINESS OR PERSONAL AFFAIRS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR DAMAGES TO THE PROJECT OR TO THE CLIENT'S BUSINESS OR PERSONAL AFFAIRS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR DAMAGES TO THE PROJECT OR TO THE CLIENT'S BUSINESS OR PERSONAL AFFAIRS.



FINDINGS OF FACT

Hinsdale Lake Commons
6300 S. Kingery Highway

STANDARDS FOR SPECIAL USES

- A. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The buildings have been constructed in an attractive and safe manner and the renovations will comply with the Village building codes so as to not endanger the public health, safety, morals, comfort or general welfare of the public.

- B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The proposed special use will not be injurious to the enjoyment of other neighboring properties in the immediate vicinity for the purposes already permitted. Due to the quality and character of the proposed improvements and the added value that Goodwill will bring to an otherwise struggling shopping center, the property values within the neighborhood will not be substantially diminished or impaired as a result of this special use.

- C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

As the surrounding properties and the subject property are already built out, the proposed special use will not impede the normal and orderly development and improvement of surrounding properties for the uses permitted in the district due to the landscape buffering and public improvements for this development.

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

Adequate utilities and access are in place to accommodate the development.

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The ingress and egress for the retail plaza are suitable for minimizing traffic congestion in the public streets.

- F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

The special use will conform to all applicable regulations of the district in which it is located and all other Village codes.

- G. Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

Not applicable

FINDINGS OF FACT

Standards for Planned Unit Developments

Hinsdale Lake Commons
6300 S. Kingery Highway

- (A) In what respects is the proposed plan consistent with the stated purpose of the planned unit development regulations?

The proposed plan and use provides a quality shopping environment that benefits the community.

- (B) The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations.

The proposed plan complies with the PUD standards and the flexibility within them as it relates to traffic, parking, stormwater management, ownership and uses.

- (C) The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including but not limited to the density, dimension, area, bulk and use, and the reasons why such departures are deemed to be in the public interest.

The proposed plan departs from Village zoning regulations only in such a manner as to add value to the center and its uses. Specifically, the departure allows for the retail sale of primarily used goods in conjunction with the operation of a Goodwill store. The departure from the zoning ordinance will help re-establish the shopping center with quality tenants and much needed customer traffic and activity.

- (D) The method by which the proposed plan makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space, and furthers the amenities of light and air, recreation and visual enjoyment.

The traffic improvements both on-site and off-site provide safe and effective vehicular movements. The planned improvements to the building façade and storefront will improve the customer and pedestrian experience of the shopping center.

- (E) The relationship and compatibility of the proposed plan to the adjacent properties and neighborhood.

The landscape buffers along the property lines provide for compatibility with the adjacent properties.

- (F) The desirability of the proposed plan with respect to the physical development, tax base and economic well being of the Village.

The proposed change in the provisions of the Special Use Permit and Planned Unit Development will provide additional shopping options and jobs and an increase in tax revenues, all of which increase the economic well being of the Village.

- (G) The conformity with the intent and spirit of the current planning objectives of the Village.

The retail plaza and its proposed Goodwill use is in compatible with planning objectives because it further supports the economic viability of Willowbrook's retail and commercial core.

LETTERS FROM THE PUBLIC
Regarding Regency Centers and Goodwill Application

The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

January 18, 2010

Re: PUBLIC HEARING

RECEIVED

JAN 25 2010

**VILLAGE OF WILLOWBROOK
PLANNING DIVISION**

Village Clerk

Leroy R. Hansen

Dear Property Owner:

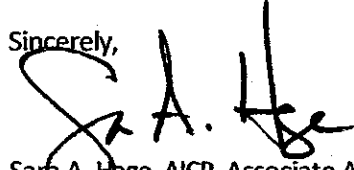
This letter is to inform you of and invite you to attend a public hearing for Hinsdale Lake Commons shopping center, which is located at the southwest corner of Route 83 and 63rd Street. The hearing will be held on February 3, 2010 at 7:00 p.m. in the Council Chambers of the Willowbrook Village Hall at 7760 Quincy Street.

The hearing will be held before the Plan Commission for the purpose of reviewing an application submitted by Regency Centers, the owner of the shopping center, to amend their special use permit to allow for a proposed tenant, Goodwill, to open a retail store in the vacant tenant space adjacent to Ace Hardware. Attached to this letter is a copy of the official notice of the public hearing, which was published in the January 14, 2010 edition of *The Doings*.

Again, I would like to invite you to attend the meeting where you will have an opportunity to listen, ask questions and/or voice your support or opposition to the application. You may also choose to submit a letter to the Plan Commission raising your concerns, questions, support or opposition to the project. If you wish to submit a letter, you may direct it to my attention and I will forward it to the Plan Commission.

If you should have questions about the application or would like to see floor plans for the tenant space, I am available to meet or speak with you. I may be reached at 630-920-2233 or by email at shage@willowbrook.il.us.

Sincerely,


Sara A. Hage, AICP, Associate ASLA
Planner

Attachment

Why not "Goodwill" to fill up an empty space. It's better to have a space filled than empty.

*JoAnne D'ibbern
235-A Windsor Ln.
Willowbrook 60527*

RECEIVED

JAN 28 2010

**VILLAGE OF WILLOWBROOK
PLANNING DIVISION**

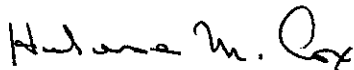
6340 Americana Drive
Unit 403
Willowbrook, IL 60527
January 27, 2010

Dear Sara Hage,

If indeed, the proposed Goodwill Store is run as others in the area are, I would support a variance for its operation in the Hinsdale Lake Commons. Goodwill promises to have a bright and clean storefront, inside and out, with donations accepted inside from a separate door. That large empty space will be well used, and draw additional shoppers to the center. Ace Hardware will benefit, as will the other stores, with donations being brought, and shoppers who will browse and buy the ever changing merchandise.

Empty stores are discouraging to all of us. The more places that are filled and in use, the more traffic will be generated.....and the more traffic, the greater revenue. Goodwill can be a good neighbor in Willowbrook. I would welcome that store.

Sincerely,



Helene M. Cox

RECEIVED

JAN 26 2010

**VILLAGE OF WILLOWBROOK
PLANNING DIVISION**

Village of Willowbrook
Attn: Plan Commission
7760 Quincy Street
Willowbrook, IL 60527-5594

January 25, 2010

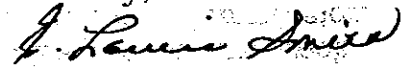
Dear members of the Plan Commission,

I would like to voice my opposition to the proposed amendment to the special use permit of Regency Centers at Hinsdale Commons Shopping Center.

I do not feel a Goodwill Retail store at this location is a good use of the property, therefore I express my opposition.

I am unable to attend the meeting.

Sincerely,



E. Louise Smith, Owner
242 Stanhope Drive, Unit C
Willowbrook, IL, 60527-2958



RECEIVED

FEB 02 2010

Robert Napoli <alliedchicago@gmail.com>

VILLAGE OF WILLOWBROOK
PLANNING DIVISION

Hinsdale Lake Commons Shopping Center

1 message

bergquist23@comcast.net <bergquist23@comcast.net>

Mon, Feb 1, 2010 at 2:57 PM

To: alliedchicago@gmail.com

*I received this e mail on above date. ✓
Robert A. Napoli*

Dear Bob:

Because I am in Florida I will not, unfortunately, be able to attend the February 3rd hearing re: Goodwill and the shopping center. As an interested citizen of Willowbrook I'll share my thoughts on the subject. Goodwill is a marvelous organization and, by the way, an organization that provided needed services to my company on many occasions. I have great respect for what stand for and for the services they provide.

As the viillage of Willowbrook grows and matures I know every effort is being made at all levels of our government ,including our fine police force, to secure a positive image at home and in the surrounding area. While Goodwill is a fine and noble operation I sincerely feel that the kind of business it is does not fit with what you and so many other dedicated folks have accomplished and are trying to build on.

Beleive me I fully understand Regency Centers need to find a tenant for the space, however, as much as they need a tenant, renting to Goodwill is a mistake. I feel very strongly the other businesses will suffer and that it may, in the end, be the cause for other tenants to move elsewhere. I'm of the opinion that the space in question is one of the most important retail spots in the area. We need a good one there to help the neighbhoring businesses and our town.

Goodwill is just not the type of business that will benefit the center, there is a suitable place and space for Goodwill somewhere in the area but it is not at Hinsdale Lake Shopping Center.

All of us, including the village officials, should do what we can to help Regency find a tenant-----the right tenant for the center, the village and Regency. Somewhere out there is the right one all we have to is find it, a tough but not impossible task.

Sincerely.

Ev Bergquist

Note to Bob: I would appreciate having my thoughts presented at the hearing. Either by you or someone you may appoint.

If the appointed one doesn't know me, I am: Evert Bergquist

23 Portwine Road

Lake Hinsdale Village



 **Goodwill**
GOODWILL RETAIL STORE
WILLOWBROOK, IL.

Front Elevation
(existing)

 **ARCHIPLAN INTERNATIONAL, LTD**
ARCHITECTURE + PLANNING + INTERIOR DESIGN
955 NORTH PLUM GROVE RD. STE E.
SCHAUMBURG IL. 60173-4784
TEL. (847) 619-9555 FAX. (847) 619-1440
E-MAIL: WWW.AILTD.NET




Goodwill
 GOODWILL RETAIL STORE
 WILLOWBROOK, IL.

Front Elevation
 (proposed remodeling)


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 955 NORTH PLUM GROVE RD. STE E.
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 TEL. (847) 619-9555 FAX. (847) 619-1440
 E-MAIL: WWW.AILTD.NET



 **Goodwill**
GOODWILL RETAIL STORE
WILLOWBROOK, IL.

Rear Elevation
(existing)

 **ARCHIPLAN INTERNATIONAL, LTD**
ARCHITECTURE + PLANNING + INTERIOR DESIGN
955 NORTH PLUM GROVE RD. STE E.
SCHAUMBURG IL. 60173-4784
TEL. (847) 619-9555 FAX. (847) 619-1440
E-MAIL: WWW.AILTD.NET



 **Goodwill**
GOODWILL RETAIL STORE
WILLOWBROOK, IL.

Rear Elevation
(proposed remodeling)

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TEL. (847) 619-9555 FAX. (847) 619-1440
E-MAIL: WWW.AIITD.NET

MINUTES OF THE PUBLIC SAFETY COMMITTEE REGULAR MEETING HELD ON
FEBRUARY 8, 2010 AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE
COUNTY, ILLINOIS

CALL TO ORDER

Chairman Baker called the meeting to order at the hour of 6:30 p.m.

ROLL CALL

Those present at roll call were Chairman Dennis Baker, Trustee Paul Schoenbeck, and Acting Chief Mark Shelton. Visitor – Carol Lazarski.

1. APPROVE MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING – ACTION

The Committee approved the Minutes for the Public Safety Committee meeting held on November 9, 2009. Trustee Schoenbeck would like on omnibus agenda.

2. APPROVE A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A CONTRACT WITH MEADE ELECTRIC COMPANY, INC. TO COMPLETE A TRAFFIC SIGNAL LED RETROFIT PROJECT - ACTION

The Committee reviewed this information and was approved by the Village Board on January 11, 2010.

3. APPROVE ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK – TITLE 8, SECTION 8-4-39 TRAFFIC: RULES OF DRIVING – ACTION

The Committee reviewed the information regarding the amendment of the Village Code regarding Rules of Driving. The Committee approved the amendment and recommended it be placed on the Omnibus agenda at the next Village Board meeting.

4. REVIEW HOLMES SCHOOL TRAFFIC PLAN FOR 2010-11 SCHOOL YEAR – INFORMATION

The Committee reviewed the Traffic Plan for Holmes School and agreed to advise the school that the police department will assist with police presence during the first few days of school opening in the fall of 2010.

5. REVIEW AUTOMATED RED LIGHT PHOTO ENFORCEMENT PROGRAM – INFORMATION

The Committee reviewed the information on the Automated Red Light Enforcement Program. Trustee Schoenbeck requested that information on this program be placed in the packet on a quarterly basis for review.

6. REVIEW WEEKLY PRESS RELEASES – INFORMATION

The Committee reviewed the weekly press releases. Trustee Schoenbeck inquired if this information needs to be in the Public Safety Committee packet. Trustee Baker requested it stay in the packet.

7. REVIEW OVERTIME REPORT FOR 10/19/09 to 11/15/09, 11/16/09 to 12/13/09, and 12/14/09 to 01/10/10 – INFORMATION

The Committee reviewed the overtime reports for 10/19/09 through 01/10/10.

8. REVIEW MONTHLY OFFENSE REPORT FOR OCTOBER THROUGH DECEMBER – INFORMATION

Acting Chief Shelton gave a brief summary of the monthly offense report. The Committee had no questions.

9. REVIEW DEPARTMENT LETTERS OF APPRECIATION – INFORMATION

- A. Officer Michelle Strugala
- B. Officer Andrew Pelliccioni
Officer John Skiba
Officer David Gaddis

10. REVIEW CITIZEN LETTERS OF APPRECIATION – INFORMATION

- A. Commander Mike Kurinec
- B. Commander Stephen Finlon (3)
- C. Commander John Barnacle
- D. Officer Jose Chavez-Jimenez
- E. Officer Scott Eisenbeis
- F. Officer Theodore Kolodziej (2)
- G. Secretary Laurie Schmitz
- H. Secretary Debbie Hahn (2)
- I. Department

11. DISCUSSION ITEMS

- A. Revenue Generators
 - 1) The Committee discussed the possibility of increasing parking and compromise ticket fines.
 - 2) Sustain Traffic Enforcement Program (STEP Grant) – The Committee agreed not to apply for this Grant due to time frame restrictions on Grant (11pm – 6am). Department will provide an Enforcement Plan of its own.
- B. Signage at Frontage Road and Midway Drive
The Committee discussed the possibility of putting time restraints for the left turn at Frontage Road and Midway Drive. Acting Chief Mark Shelton will request Director of Municipal Services Tim Halik put a new sign with time constraints at that intersection.

12. VISITOR'S BUSINESS

None presented.

13. ADJOURNMENT

The meeting was adjourned at 7:20 p.m.

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
JANUARY 10, 2010 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mike Mistele called the meeting to order at 6:28 PM.

2. ROLL CALL

Those present at roll call were Chairman Mike Mistele, Trustee Terry Kelly, Interim Administrator Megan Pierce, and Director of Municipal Services Tim Halik.

3. APPROVAL OF MINUTES

After reviewing the minutes from the October 12, 2009 regular meeting of the Municipal Services Committee, Trustee Kelly advised that there was a typographical error in Item #5. Director Halik advised that he would amend the minutes accordingly. Chairman Mistele made a motion to approve the minutes as amended. Trustee Kelly seconded the motion. Motion carried.

4. DISCUSSION – Adoption of DuPage County IDDE Ordinance and Execution of an IGA for Program Implementation

Director Halik advised the Committee that as discussed at the September 14, 2009 Committee meeting, one of the requirements of the Federal Clean Water Act/1990 for municipalities is the creation of a program to detect, prohibit and eliminate illicit discharges of pollutants into storm sewers; otherwise known as *Illicit Detection and Discharge Elimination (IDDE)*. The DuPage County Stormwater Staff and the Municipal Engineers Committee have drafted a workable set of codes to address this requirement. The DuPage County Board adopted their IDDE Ordinance on May 26, 2009. Given the County's adoption of these requirements would only be applicable throughout unincorporated portions of the County, the Village must adopt their own requirements to be in compliance with the NPDES requirements. Therefore, staff recommends the Village adopt the County ordinance requirements. Halik further advised that after the ordinance is adopted, its requirements must also be implemented. The ordinance requires that monitoring, water sampling and, if applicable, tracing an illicit discharge back to a source activities are performed. Currently these services are being offered to municipalities by the County at no charge, provided the Village enters into an Intergovernmental Agreement (IGA) with the County. Halik advised that the full-participant version of the IGA would require that the Village provide a storm sewer atlas to the County, and agree to prosecute any identified violators. Chairman Mistele inquired as to the difference between the full-participant version, and the partial-participant version of the IGA. Halik explained that under both versions the Village is responsible for enforcement. However, in the partial version the Village must complete all the investigation after a complaint is received. Whereas, in the full version the County staff would complete the investigation process at their own expense. Halik advised that one issue that was raised at the County level was how the discharge from car washes would be regulated by the ordinance. He called attention to the current language on page nine (9) of the County ordinance in which the County decided to exempt car washes from regulation. The IEPA has informally advised that this provision would likely not be approved as complying with the NPDES requirements. However, the County Board decided to adopt the ordinance with the current language, and if the IEPA were to make a formal ruling, the County would consider amending the language at that time. Therefore, the Village could either follow the County's approach, which may require we also amend

our ordinance in the future, or remove this exemption in our local amendments, and enforce the ordinance requirements on car washes. After discussion, the Committee agreed to follow the County's lead, even if it meant that the Village may have to change our ordinance at some point in the future after the EPA's final position is known. Halik advised that once the adoption ordinance and the IGA documents are in final form, staff will forward them to the Village Attorney for review. After approval, both items will be placed on a future Village Board agenda for consideration. The Committee agreed.

5. DISCUSSION – License Agreement with SWCD – Communications Antenna on Village's 67th Street Water Tower

Director Halik advised the Committee that in September 2009, staff was asked by Southwest Central Dispatch whether the Village would permit the installation of a communications antenna on the 67th Street water tower to improve our police radio communications system. Staff responded that the request would require the execution of a license agreement, such as the one currently in place to allow similar type equipment on the Village hall property water tower. Southwest requested access to the tower so their technicians could determine whether an antenna installation was viable. In mid-November, staff met with SWCD technical crews to review the tower structure and available utilities. At that time, SWCD concluded that a new antenna could be installed on top of the tower, and there is adequate room and access to electrical service within the base cone of the tower to install the necessary control equipment. Halik said that at that time staff advised that a license agreement document would be drafted and forwarded to SWCD for comment. A license agreement was forwarded to Bill Shanley at SWCD on December 14th for review. Halik advised that the draft agreement is similar to the current agreement in place for the Village hall tower installations, however, some provisions pertaining to the proper installation of the equipment have been added. Particularly, Section 5 of the draft agreement requires that SWCD obtain a permit from the Village prior to installing the equipment. As part of the permit process, the Village will utilize a professional engineer to review the details of the installation, and confirm its proper installation. According to the agreement, all costs related to the third-party review and field inspection is to be paid by SWCD. In addition, language was added to the draft agreement to acknowledge that the 67th Street water tower is located within the Lake Hinsdale Village Subdivision, and is therefore bound by all requirements of the restrictive conditions, declarations and covenants of the HOA. This would preclude the installation of any outside equipment upon the premises now or in the future. Halik advised that today, comments were received by SWCD. Staff reviewed the comments and the only one that may be objectionable is a comment that was added allowing SWCD to store equipment within the base of the water tower. Halik advised that since this has been an ongoing issue at the Village Hall tower, he would not recommend we allow that provision within the 67th Street tower. The Committee concurred and advised that all referenced to storage within the agreement should be removed. In addition, Chairman Mistele recommended that the agreement be more generic when referencing corporate authorities, as people and firms tend to change over time. Trustee Kelly asked that staff confirm that the language within the agreement is adequate to ensure restoration of areas that may be disturbed upon equipment installation. He also noted that there was a typographical error on page three, in the sixth line of the third paragraph. Chairman Mistele asked who the current Village representative is on the SWCD Board. Halik advised that he believed it was now Acting Chief Mark Shelton, but that he would confirm. The Committee did not have a general objection to entering into such a license agreement with SWCD.

6. DISCUSSION – IDOT Local Agency Agreements – ARRA Projects

Director Halik reminded the Committee that The Village previously applied for stimulus funding through the American Recovery and Reinvestment Act to complete two (2) projects: 1. a reconstruction of Clarendon Hills Road from 75th Street to 79th Street, and 2. an intersection lighting project located at Kingery Hwy. & Plainfield Road. Halik advised that with regard to Clarendon Hills Road, approval of such a project would enable the cost of the reconstruction of the roadway to be removed from the Village's Roadway Maintenance Program, thereby saving local MFT funds for other road maintenance projects. The lighting project was a suggestion previously received from Trustee Schoenbeck. Both projects were accepted and therefore eligible to receive 100% Federal funding for construction. The engineering design and construction oversight costs of the projects, which are not grant eligible, were paid using local funds, and in the case of the lighting project, also with contributions from DuPage County and the State of Illinois, pending distribution of funds from the Illinois Capital Bill. Halik advised that both projects are currently scheduled to be on the IDOT March 5, 2010 bid letting, and construction of each should commence this late Spring or early Summer. Halik stated that the Federal stimulus funding for these projects are distributed through the Illinois Department of Transportation. As part of the IDOT process, Willowbrook, as the local agency, must execute a Local Agency Agreement acknowledging the terms of the Federal Grant Program for funding. The Agreement codifies the 100% funding arrangement between the Village of Willowbrook and IDOT for the construction of the project. The Village received the Agreements in late December, which indicated that the executed copies needed to be returned to IDOT by January 8, 2010 in order for the project to make the March 5th bid letting. Therefore, President Napoli executed the Agreements to enable the deadline to be met. The adoption of a resolution at tonight's Board meeting will serve to ratify the Village President's previous execution of the Agreements. The Committee had no objection to the proposed resolution.

7. DISCUSSION – Proposed Freestanding Sign at Public Works Garage Facility

Director Halik advised the Committee that, as the Committee will recall, it has recently been determined that the most appropriate identification sign for the new public works facility would be a freestanding sign only, rather than a building sign. The rationale being that a wall mounted sign on the building would detract from its architecture. In addition, there would be a cost savings in purchasing and installing a ground sign only, as opposed to both. Therefore, staff has asked our sign contractor, Western Remac, Inc., to redesign the proposed freestanding sign to incorporate the new Village logo, and provide revised pricing for fabrication of the sign and its installation. Halik advised that an updated sign design and pricing was received from the sign contractor. The new freestanding sign design somewhat mimics the general appearance of the 50th anniversary banners which are displayed throughout town. The cost of the sign including installation is \$1,470.00 which can be funded through the remaining bond proceeds for the project. The Committee was in agreement with the project.

8. DISCUSSION – Municipal Services Department

- a) Director Halik advised that the monthly department permit activity report for September was included in the packet. The report indicates that permit revenues increased for the month of December and that the department brought in slightly less than \$35,000 in permit revenue for the month. Halik shared that this was

largely attributable to the issuance of the permits for a large interior tenant finish project within the Executive Plaza, and several smaller commercial projects. Halik also stated that he believed if the permit revenue for the remainder of the fiscal year stayed strong, we would meet our revenue projection of \$150,000.

- b) Halik reported that the water system pumpage report was also included in the agenda packet for information. The report indicates that although we have pumped about 6% less water than this time last year, we are currently roughly on target to meet our year-end projection of 390,000,000 gallons pumped.

8. VISITOR'S BUSINESS

(none)

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele, seconded by Trustee Kelly. The meeting was adjourned at 7:10 PM.

(Minutes transcribed by: Tim Halik 2/5/10)

MINUTES OF THE SPECIAL MEETING OF THE MUNICIPAL
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
JANUARY 25, 2010 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:10 PM.

2. ROLL CALL

Those present at roll call were Chairman Mike Mistele, Trustee Terrence Kelly, Interim Village Administrator Larry Maholland, Director of Finance Sue Stanish, and Director of Municipal Services Tim Halik. Park Commissioner Carol Lazarski entered the meeting at 7:20 PM.

3. REVIEW – Fiscal Year 2010-11 Budget

Finance Director Stanish provided budget highlights within the General Fund as outlined within the agenda packet. She advised that each department has reviewed their individual budgets to reduce expenses, but without a reduction in core services. Chairman Mistele inquired about the patrol officer union negotiations and employee salary increases. Director Stanish advised that no employee salary increases have been included within the proposed budget. Chairman Mistele inquired why the second police deputy chief position was included within the budget. He advised that he thought it was our intent not to fill this position. Director Stanish advised that staff thought it would be presumptuous to eliminate the position prior to final Board consideration. Chairman Mistele requested that staff provide salary costs to the Village for 2% raises, 3% raises, and 5% raises. Director Stanish advised that she would do so. Chairman Mistele inquired about pension increases. Director Stanish provided an overview of projected pension increases assumed in the budget. She advised that at this time there does not appear to be any legislative relief on the horizon for the escalating police pension costs. However, with regard to IMRF pensions for other Village employees, that fund may recover from the large previous fund losses. As Director Stanish continued to provide an overview of the budget, Chairman Mistele requested that staff add information on total sales tax revenue expected along with the other information provided. Director Stanish provided the requested figures. Chairman Mistele then requested an update of the red light camera issue at the legislative level. Director Halik advised that although there was much talk about ending the program, or limiting the fine amounts, or right turn on red provisions, none of the proposed bills were called for a vote last Fall. Halik was unaware whether such legislation could be added in the Spring session, but with regard to the right turn on red issue, Halik advised that our current red light program does not include right turn on red violations. However, Halik advised that the Midway Drive cameras will include a right turn on red violation. Therefore, we could be impacted by any such legislation that would limit that provision in any program. Chairman Mistele generally mentioned the Village's ability to obtain a new revenue source. He stated that consideration of any approach should include a substantial public awareness program so that the community is well aware of our issue. Trustee Kelly asked if there was any statutorily imposed limit on the amount we can raise water rates. Director Halik advised there is not, but typically given the sensitivity of any rate increase, the rate of increase should be justifiable by the Village. Director Halik provided a general overview of the various budgets that make up the

Municipal Services Department. With regard to the Motor Fuel Tax Fund and the 2010 Roadway Maintenance Program, Halik advised that given the rising asphalt prices and declining MFT revenues, our 12 year program database must be somewhat amended from year to year to ensure that the scope of work of the annual road program will not exceed our available funds. Chairman Mistele asked what percentage of our expenditures are attributable to salaries. Staff advised that was difficult to differentiate, but that is was a large portion of our total expenditures. Trustee Mistele inquired what number of operating days in reserve is appropriate for the Village. Interim Administrator Maholland advised that the question in also discussed in the Sikich Organization Evaluation Report, but that given our reliance on sales tax, which is very volatile, he would recommend the number be increased to perhaps 360 days over the next 5 years. Interim Administrator Maholland advised that if the Village were to acquire home rule status, perhaps that number could be dropped to 270 days. Chairman Mistele then asked about home rule status. Staff provided a very general description of the process and what additional revenue sources could be available to the Village if it were obtained.

4. VISITOR'S BUSINESS

(none)

5. ADJOURNMENT

Motion to adjourn made by Chairman Mistele, and seconded by Trustee Kelly. The meeting was adjourned at 7:30 PM.

(Minutes transcribed by: Tim Halik 02/05/10)