

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 23, 2017, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. CLOSED SESSION:
 - a. Consideration of Pending Litigation Pursuant to Chapter 5 ILCS 120/1(C) (11)
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - October 9, 2017 (APPROVE)
 - c. Warrants - \$438,165.05 (APPROVE)
 - d. Resolution - A Resolution of the Village of Willowbrook Estimating the Property Taxes to be Levied for the 2017 Property Tax Levy (ADOPT)
 - e. Resolution - A Resolution Approving a Plat of Easement - 525 Executive Drive, Midwest Helicopter (ADOPT)
 - f. Motion - Motion to Approve - 2017 Motor Fuel Tax (MFT) Roadway Maintenance Program: Payout #2 - Partial Payment, M&J Asphalt Paving Company, Inc. (PASS)
 - g. Motion - A Motion to Approve an Application for a License to Hold a Raffle - DuPage Juvenile Association (PASS)
 - h. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)

NEW BUSINESS

7. RESOLUTION - A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR IMPLEMENTATION OF THE LEXIPOL ILLINOIS LAW ENFORCEMENT POLICY MANUAL & TRAINING BULLETIN PROGRAM
8. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - STRUCTURAL LINING OF APPROXIMATELY 1,250 LINEAL FEET OF UNDERGROUND WATER MAIN, 75TH STREET - BETWEEN THE VILLAGE OF WILLOWBROOK AND FER PAL CONSTRUCTION USA, LLC.

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, OCTOBER 9, 2017 AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Trilla, Village Clerk Leroy Hansen, Trustees Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: None

Also present were Village Attorney Thomas Bastian, Village Administrator Timothy Halik, Chief of Police Robert Pavelchik, Jr., Deputy Chief Robert Schaller, Director of Finance Carrie Dittman, and Assistant to the Village Administrator Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Neal to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - September 25, 2017 (APPROVE)
- c. Minutes - Closed Session Meeting - September 25, 2017 (APPROVE)
- d. Warrants - \$92,676.26 (APPROVE)
- e. Monthly Financial Report - September 30, 2017 (APPROVE)
- f. Resolution - a Resolution Waiving the Competitive Bidding Process and Authorizing the Village Administrator to Accept a Proposal from Compass Minerals America, Inc. to Provide Bulk Treated Rock Salt for Use

- in the Village's 2017/18 Snow & Ice control Program - Resolution No. 17-R-55 (ADOPT)
- g. Resolution - A Resolution Creating Set Hours for Halloween Solicitation - Resolution No. 17-R-56 (ADOPT)
 - h. Resolution - A Resolution Authorizing the Mayor and Village clerk to Accept a Proposal from Wild Goose Chase, Inc. to Provide Goose Management Services throughout the 2018 and 2019 Seasons - Prairie Trail Park & Willow Pond Park - Resolution No. 17-R-57 (ADOPT)
 - i. Motion - Motion to Approve - Willow Pond Park Renovation Project: Payout #5 - Partial Payment, Clauss Brothers, Inc. (PASS)
 - j. Motion - Motion to Approve - Application for a License to Hold a Raffle - Dell Rhea's Chicken Basket - Hurricane Relief (PASS)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. MOTION - A MOTION TO APPROVE THE FISCAL YEAR 2016/17 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND MANAGEMENT LETTER

Director Dittman advised that in the Board packet are excerpts of the Annual Audit that was prepared. Highlights included:

- The Village received again this year an unqualified clean opinion on its financial statements. This is the highest level of opinion that the Village can receive. The CAFR will again be submitted to the Government Financial Association for consideration of a Certificate of Achievement for excellence in financial reporting. If successful, this will be the 29th year in row for receiving this award.
- General Fund Revenue exceeded budget by \$314,885 or 3.8%. Director Dittman advised that revenue from building permits was 118% higher than budgeted.

- General Fund Expenditures were under budget by \$1,090,351. The major contributing factor was the deferral of the Willow Pond Park project expenditures.
- The net increase in the General Fund's fund balance was \$115,354. The Village's ending unrestricted General Fund balance for April 30, 2017 was \$5,925,276, with 263 operating days, which exceeds the Village's targeted amount of days of 120.

Ms. Dittman introduced Kimberly Marshall from BKD, LLP., auditors for the Village of Willowbrook.

Ms. Marshall reviewed the Comprehensive Annual Financial Report and management letter.

MOTION: Made by Trustee Oggerino and seconded by Trustee Davi to approve the Fiscal Year 2016/17 Comprehensive Annual Financial Report and Audit Management Letter as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

7. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report

Trustee Oggerino had no report.

8. ATTORNEY'S REPORT

Attorney Bastian had no report.

9. CLERK'S REPORT

Clerk Hansen had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halik advised that at the next Village Board meeting on October 23rd, Attorney John Murphey will be in attendance. Closed Session will again be at the beginning of that night's meeting.

11. MAYOR'S REPORT

Mayor Trilla had no report.

12. CLOSED SESSION

Mayor Trilla stated that there was no need for Closed Session during tonight's meeting.

13. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly, to adjourn the Regular Meeting at the hour of 6:44 p.m.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

October 23, 2017.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

October 23, 2017

| | | |
|--|-------|--------------|
| GENERAL CORPORATE FUND | ----- | \$245,121.44 |
| WATER FUND | ----- | 188,846.31 |
| HOTEL/MOTEL TAX FUND | ----- | 2,290.00 |
| WATER CAPITAL IMPROVEMENTS | ----- | 309.20 |
| L.A.F.E.R. FUND | ----- | 536.50 |
| RT 83/PLAINFIELD BUSINESS DISTRICT TAX | ----- | 1,061.60 |
| TOTAL WARRANTS | ----- | \$438,165.05 |



Carrie Dittman, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-----------------------|-------|---------|-----------------|------------------------------|------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| 10/24/2017 | APCHK | 65(E)*# | OCT 2017 | INTERGOVERNMENTAL PERSONNEL | EMP DED PAY- INSURANCE | 210-204 | 00 | 10,698.45 |
| | | | OCT 2017 | | LIFE INSURANCE - ELECTED OFFICIALS | 410-141 | 05 | 76.32 |
| | | | OCT 2017 | | LIFE INSURANCE - COMMISSIONERS | 435-148 | 07 | 19.08 |
| | | | OCT 2017 | | HEALTH/DENTAL/LIFE INSURANCE | 455-141 | 10 | 2,107.94 |
| | | | OCT 2017 | | HEALTH/DENTAL/LIFE INSURANCE | 510-141 | 15 | 747.10 |
| | | | OCT 2017 | | PLAN COMMISSION COMPENSATION | 510-340 | 15 | 61.16 |
| | | | OCT 2017 | | LIFE INSURANCE - COMMISSIONERS | 550-148 | 20 | 88.08 |
| | | | OCT 2017 | | HEALTH/DENTAL/LIFE INSURANCE | 610-141 | 25 | 3,020.38 |
| | | | OCT 2017 | | HEALTH/DENTAL/LIFE INSURANCE | 630-141 | 30 | 25,787.17 |
| | | | OCT 2017 | | HEALTH/DENTAL/LIFE INSURANCE | 710-141 | 35 | 2,862.00 |
| | | | OCT 2017 | | HEALTH/DENTAL/LIFE INSURANCE | 810-141 | 40 | 2,268.26 |
| | | | | CHECK APCHK 65(E) TOTAL FOR | | | | 47,735.94 |
| 10/24/2017 | APCHK | 91377 | 2017 FEST | AFKY TAPPLE COMPANY | CHILDRENS SPECIAL EVENTS - OTHER | 585-150 | 20 | 300.00 |
| 10/24/2017 | APCHK | 91378 | 9947851732 | AIRGAS USA LLC | EQUIPMENT RENTAL | 750-290 | 35 | 72.41 |
| 10/24/2017 | APCHK | 91379# | 97678 | ALL AMERICAN PAPER COMPANY | MAINTENANCE - BUILDING | 466-228 | 10 | 20.75 |
| | | | 97662 | | MAINTENANCE SUPPLIES | 570-331 | 20 | 357.95 |
| | | | 97762 | | MAINTENANCE SUPPLIES | 570-331 | 20 | 303.64 |
| | | | 97662 | | MAINTENANCE - PW BUILDING | 725-418 | 35 | 11.25 |
| | | | | CHECK APCHK 91379 TOTAL FOR | | | | 693.59 |
| 10/24/2017 | APCHK | 91380 | 54998 | AMERICAN FIRST AID SERVICE I | OPERATING EQUIPMENT | 630-401 | 30 | 33.30 |
| 10/24/2017 | APCHK | 91381 | 25363 SEP 17 | AMERICAN TRAFFIC SOLUTIONS | RED LIGHT - CAMERA FEES | 630-247 | 30 | 13,485.00 |
| | | | 25363 SEP 17 | | RED LIGHT - MISC FEE | 630-249 | 30 | 2,361.00 |
| | | | | CHECK APCHK 91381 TOTAL FOR | | | | 15,846.00 |
| 10/24/2017 | APCHK | 91382 | BROW17-001 | ARCE TEC LTD | BROW17-001 - PB16-052 | 210-109 | 00 | 7,500.00 |
| 10/24/2017 | APCHK | 91383 | 26343 | ASPEN AUTO BODY INC. | MAINTENANCE - VEHICLES | 630-409 | 30 | 481.49 |
| 10/24/2017 | APCHK | 91385 | 29063-1 | BRADFORD SYSTEMS CORPORATIN | MAINTENANCE - BUILDING | 466-228 | 10 | 2,175.00 |
| 10/24/2017 | APCHK | 91387 | 130662 | CALL THE UNDERGROUND OASIS I | LANDSCAPE - VILLAGE HALL | 466-293 | 10 | 327.94 |
| 10/24/2017 | APCHK | 91388 | PARTS FOR TRUCK | CARL ANDERSON | MAINTENANCE - VEHICLES | 735-409 | 35 | 47.47 |
| 10/24/2017 | APCHK | 91389 | 15161 - 526 | CHICAGO BADGE & INSIGNIA CO | UNIFORMS | 630-345 | 30 | 143.39 |
| | | | 15178 | | UNIFORMS | 630-345 | 30 | 570.53 |
| | | | | CHECK APCHK 91389 TOTAL FOR | | | | 713.92 |

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-----------------------|-------|---------|----------------------------------|------------------------------|------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| 10/24/2017 | APCHK | 91396 | MTG 10/4/17 17 CLERKS INSTIT | CYNTHIA STUCHL | SCHOOLS/CONFERENCES/TRAVEL | 455-304 | 10 | 31.30 |
| | | | | CHECK APCHK 91396 TOTAL FOR | SCHOOLS/CONFERENCES/TRAVEL | 455-304 | 10 | 72.76 |
| | | | | | | | | 104.06 |
| 10/24/2017 | APCHK | 91397# | 801735 SEP 17 801735 SEP 17 | DISCOVERY BENEFITS SIMPLIFY | EMP DED PAY - FSA FEE | 210-221 | 00 | 26.40 |
| | | | | CHECK APCHK 91397 TOTAL FOR | HEALTH/DENTAL/LIFE INSURANCE | 455-141 | 10 | 23.60 |
| | | | | | | | | 50.00 |
| 10/24/2017 | APCHK | 91398 | 16150 3RD QTR | DU-COMM | RADIO DISPATCHING | 675-235 | 30 | 61,955.25 |
| 10/24/2017 | APCHK | 91399 | STOLTZ/KUFIRIN | DUPAGE COUNTY CLERK | FEES/DUES/SUBSCRIPTIONS | 455-307 | 10 | 20.00 |
| 10/24/2017 | APCHK | 91401# | 5-942-40181 5-942-40181 | FEDERAL EXPRESS CORP. | POSTAGE & METER RENT | 455-311 | 10 | 49.90 |
| | | | | CHECK APCHK 91401 TOTAL FOR | POSTAGE & METER RENT | 630-311 | 30 | 27.74 |
| | | | | | | | | 77.64 |
| 10/24/2017 | APCHK | 91402*# | 10/11/17 BAL 10/11/17 BAL | FIRST NATIONAL BANK OMAHA | SCHOOLS/CONFERENCES/TRAVEL | 455-304 | 10 | 1,311.74 |
| | | | | CHECK APCHK 91402 TOTAL FOR | ACCREDITATION | 630-202 | 30 | 639.92 |
| | | | | | | | | 1,951.66 |
| 10/24/2017 | APCHK | 91403 | 87792303 87971426 87824220 | FLEETPRIDE TRUCK & TRAILER P | MAINTENANCE - VEHICLES | 735-409 | 35 | 411.18 |
| | | | | | MAINTENANCE - VEHICLES | 735-409 | 35 | 36.40 |
| | | | | | MAINTENANCE - VEHICLES | 735-409 | 35 | 161.31 |
| | | | | CHECK APCHK 91403 TOTAL FOR | | | | 386.27 |
| 10/24/2017 | APCHK | 91404 | 308594 | GENALTO COGENT INC | EDP EQUIPMENT/SOFTWARE | 640-212 | 30 | 1,206.00 |
| 10/24/2017 | APCHK | 91405 | 17 CAFR AWARD | GOVT FINANCE OFCRS ASSN | FEES/DUES/SUBSCRIPTIONS | 610-307 | 25 | 435.00 |
| 10/24/2017 | APCHK | 91406 | 9585641393 | GRAINGER | MAINTENANCE - VEHICLES | 630-409 | 30 | 38.30 |
| 10/24/2017 | APCHK | 91407# | 15877 15877 | H AND R CONSTRUCTION INC. | PARK IMPROVEMENTS - NEIGHBORHOOD P | 595-695 | 20 | 368.75 |
| | | | | CHECK APCHK 91407 TOTAL FOR | STREET & ROW MAINTENANCE | 750-328 | 35 | 2,581.25 |
| | | | | | | | | 2,950.00 |
| 10/24/2017 | APCHK | 91411*# | 3024747 3024749 8025343 | HOME DEPOT CREDIT SERVICES | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 12.95 |
| | | | | | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 19.94 |
| | | | | | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 9.97 |

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-----------------------|-------|---------|-------------------|------------------------------|-------------------------------|---------|------|----------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| | | | 5025675 | | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 4.47 |
| | | | 5033941 | | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 58.90 |
| | | | 3020183 | | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 10.76 |
| | | | 1021646 | | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 56.49 |
| | | | 21713 | | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 107.46 |
| | | | 2020265 | | MAINTENANCE SUPPLIES | 570-331 | 20 | 188.30 |
| | | | 2920322 | | MAINTENANCE SUPPLIES | 570-331 | 20 | 110.37 |
| | | | 7034325 | | MAINTENANCE SUPPLIES | 570-331 | 20 | 66.49 |
| | | | 5021096 | | ROAD SIGNS | 755-333 | 35 | 36.23 |
| | | | | | CHECK APCHK 91411 TOTAL FOR | | | 682.33 |
| 10/24/2017 | APCHK | 91412# | 21823 | HOME DEPOT CREDIT SERVICES | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 21.97 |
| | | | 21823 | | MAINTENANCE SUPPLIES | 570-331 | 20 | 33.92 |
| | | | 9021958 | | MAINTENANCE SUPPLIES | 570-331 | 20 | 71.94 |
| | | | 8022029 | | MAINTENANCE SUPPLIES | 570-331 | 20 | 56.07 |
| | | | 3022639 | | MAINTENANCE - PW BUILDING | 725-418 | 35 | 23.00 |
| | | | | | CHECK APCHK 91412 TOTAL FOR | | | 206.90 |
| 10/24/2017 | APCHK | 91413 | 53135 OCT 17 | HR SIMPLIFIED | HEALTH/DENTAL/LIFE INSURANCE | 455-141 | 10 | 100.00 |
| 10/24/2017 | APCHK | 91414 | 251783 | INDUSTRIAL ELECTRICAL SUPPL | MAINTENANCE - BUILDING | 466-228 | 10 | 17.94 |
| 10/24/2017 | APCHK | 91415 | BROW17-002 | JOHN & MARY BARCELONA | BROW17-002 - PB16-059 | 210-109 | 00 | 3,000.00 |
| 10/24/2017 | APCHK | 91416 | BROW16-002 | JOHN BARCELONA | BROW16-002 - PB16-059 | 210-109 | 00 | 2,000.00 |
| 10/24/2017 | APCHK | 91417 | #60 SEPT 17 | KING CAR WASH | FUEL/MILEAGE/WASH | 630-303 | 30 | 325.00 |
| 10/24/2017 | APCHK | 91418# | 9003921681 | KONICA MINOLTA BUSINESS SOLU | COPY SERVICE | 455-315 | 10 | 171.12 |
| | | | 9003932024 | | COPY SERVICE | 630-315 | 30 | 47.05 |
| | | | 9003921681 | | COPY SERVICE | 630-315 | 30 | 301.44 |
| | | | | | CHECK APCHK 91418 TOTAL FOR | | | 519.61 |
| 10/24/2017 | APCHK | 91419 | 1-136271 | LA FASTENERS INC | MAINTENANCE - BUILDING | 466-228 | 10 | 22.85 |
| 10/24/2017 | APCHK | 91420*# | SEPT 2017 | LAW OFFICES STORINO RAMELLO& | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 3,912.34 |
| 10/24/2017 | APCHK | 91421 | 17 TML CONF | LEROY HANSEN | SCHOOLS/CONFERENCES/TRAVEL | 410-304 | 05 | 223.87 |
| 10/24/2017 | APCHK | 91422 | 8602 AUG/SEP 17 | MARGUARDT & BELMONT P.C. | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 755.00 |
| 10/24/2017 | APCHK | 91423 | 31204 | MARGUARDT PRINTING CO. | OFFICE SUPPLIES | 455-301 | 10 | 127.00 |
| 10/24/2017 | APCHK | 91424 | 317448312017OCT17 | MOTOROLA SOLUTIONS INC | PHONE - TELEPHONES | 630-201 | 30 | 66.00 |

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-----------------------|-------|---------|--|------------------------------|--|--|----------------------------------|---|
| Fund: 01 GENERAL FUND | | | | | | | | |
| 10/24/2017 | APCHK | 91425 | K-9 SUPPLIES K-9 SUPPLIES | NICHOLAS VOLEK | K-9 PROGRAM DRUG FORFEITURE EXP - STATE | 650-340 650-348 | 30 30 | 96.12 47.35 143.47 |
| 10/24/2017 | APCHK | 91426# | 95476110002SEP17 20624315113SEP17 92553430791 SEP17 63406845402 SEP17 68455237617SEP17 39303229304SEP17 | NICOR GAS | NICOR GAS (7760 QUINCY) NICOR GAS (835 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS | 466-235 466-236 466-237 466-237 466-237 725-415 | 10 10 10 10 10 35 | 116.80 27.49 24.89 26.22 26.22 38.19 259.81 |
| 10/24/2017 | APCHK | 91427 | 46812 | NUTOYS LEISURE PRODUCTS | PARK IMPROVEMENTS - NEIGHBORHOOD P | 595-695 | 20 | 1,051.00 |
| 10/24/2017 | APCHK | 91428 | 6856/83986-01 | ORIENTAL TRADING | CHILDRENS SPECIAL EVENTS - OTHER | 585-150 | 20 | 59.97 |
| 10/24/2017 | APCHK | 91429 | 162535646 OCT17 | ORKIN EXTERMINATING | MAINTENANCE - BUILDING | 466-228 | 10 | 93.45 |
| 10/24/2017 | APCHK | 91430 | 13184624 | PCS INDUSTRIES | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 395.60 |
| 10/24/2017 | APCHK | 91432 | 91016 | PUBLIC SAFETY DIRECT INC | MAINTENANCE - VEHICLES | 630-409 | 30 | 100.00 |
| 10/24/2017 | APCHK | 91433*# | 19416 FALL 17 19416 FALL 17 19416 FALL 17 | PURE PRAIRIE ORGANICS | LANDSCAPE - VILLAGE HALL LANDSCAPE MAINTENANCE SERVICES ROUTE 83 BEAUTIFICATION | 466-293 565-342 755-281 | 10 20 35 | 16.45 2,150.41 1,463.06 3,629.92 |
| 10/24/2017 | APCHK | 91434# | 15246 15247 15242 15244 15245 | RAGS ELECTRIC, INC | PUBLIC RELATIONS MAINTENANCE - STREET LIGHTS MAINTENANCE - STREET LIGHTS MAINTENANCE - STREET LIGHTS MAINTENANCE - STREET LIGHTS | 475-365 745-223 745-223 745-223 745-223 | 10 35 35 35 35 | 1,060.08 150.00 256.50 661.48 105.50 2,233.56 |
| 10/24/2017 | APCHK | 91435 | RRJ17070-201709060 | RATHS, RATHS & JOHNSON, INC. | PLAN REVIEW - STRUCTURAL REIMS. | 820-255 | 40 | 478.75 |
| 10/24/2017 | APCHK | 91436 | 17 ICC CERT RNWL | ROY GIUNTOLO | FEES/DUES/SUBSCRIPTIONS | 810-307 | 40 | 115.00 |
| 10/24/2017 | APCHK | 91437 | 133190 | ROUTLEDGE PRINTING CO. | PRINTING & PUBLISHING | 630-382 | 30 | 129.42 |
| 10/24/2017 | APCHK | 91438 | 337307 | RYDIN DECAL | PRINTING & PUBLISHING | 455-302 | 10 | 556.55 |

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-----------------------|-------|---------|--|------------------------------|------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| 10/24/2017 | APCHK | 91439# | SEPT 2017 SEPT 2017 | SATELLITE PHONE STORE | PHONE - TELEPHONES | 455-201 | 10 | 65.76 |
| | | | | | PHONE - TELEPHONES | 630-201 | 30 | 65.76 |
| | | | | CHECK APCHK 91439 TOTAL FOR | | | | 131.52 |
| 10/24/2017 | APCHK | 91440 | 01-04007.001 | SERVICEMASTER | MAINTENANCE - BUILDING | 466-228 | 10 | 3,192.81 |
| 10/24/2017 | APCHK | 91441# | 8046754588 8046618161 8046509465 8046754588 8046509465 8046509465 8046754588 | STAPLES | OFFICE SUPPLIES | 455-301 | 10 | 43.01 |
| | | | | | OFFICE SUPPLIES | 455-301 | 10 | 74.09 |
| | | | | | OFFICE SUPPLIES | 455-301 | 10 | 62.49 |
| | | | | | COMMISSARY PROVISION | 455-355 | 10 | 71.35 |
| | | | | | COMMISSARY PROVISION | 455-355 | 10 | 30.67 |
| | | | | | OFFICE SUPPLIES | 610-301 | 25 | 2.59 |
| | | | | | OFFICE SUPPLIES | 810-301 | 40 | 19.96 |
| | | | | CHECK APCHK 91441 TOTAL FOR | | | | 304.16 |
| 10/24/2017 | APCHK | 91442 | 11282414 11282785 | STREICHER'S | UNIFORMS | 630-345 | 30 | 1,268.00 |
| | | | | | UNIFORMS | 630-345 | 30 | 625.00 |
| | | | | CHECK APCHK 91442 TOTAL FOR | | | | 1,893.00 |
| 10/24/2017 | APCHK | 91443 | IN492578 | SUBURBAN DOOR CHECK & LOCK S | OPERATING EQUIPMENT | 630-401 | 30 | 227.11 |
| 10/24/2017 | APCHK | 91444 | 00000080 | SUDHIR MATRI | 15_REFUNDABLE ROW BOND | 210-109 | 00 | 2,000.00 |
| 10/24/2017 | APCHK | 91446 | 201709 SEP 17 201709 SEP 17 201709 SEP 17 201709 SEP 17 201709 SEP 17 201709 SEP 17 | T.P.I. | CONSULTING SERVICES | 815-306 | 40 | 12,558.00 |
| | | | | | PLAN REVIEW - BUILDING CODE | 820-258 | 40 | 1,260.00 |
| | | | | | PLAN REVIEW - BUILDING CODE - REIM | 820-258 | 40 | 10,374.00 |
| | | | | | PLAN REVIEW - BUILDING CODE - REIM | 820-258 | 40 | 10,083.82 |
| | | | | | PART TIME - INSPECTOR | 830-109 | 40 | 3,717.00 |
| | | | | | PLUMBING INSPECTION - REIMB. | 830-115 | 40 | 1,170.00 |
| | | | | CHECK APCHK 91446 TOTAL FOR | | | | 39,162.82 |
| 10/24/2017 | APCHK | 91447*# | TG5 SEPT 17 TG5 SEPT 17 TG5 SEPT 17 | TAMELING GRADING | LANDSCAPE MAINTENANCE SERVICES | 565-342 | 20 | 1,381.00 |
| | | | | | STREET & ROW MAINTENANCE | 750-328 | 35 | 2,892.50 |
| | | | | | STORM WATER IMPROVEMENTS MAINTENAN | 750-381 | 35 | 1,093.00 |
| | | | | CHECK APCHK 91447 TOTAL FOR | | | | 5,366.50 |
| 10/24/2017 | APCHK | 91448 | 119512 | TAMELING INDUSTRIES | LANDSCAPE MAINTENANCE SERVICES | 565-342 | 20 | 1,267.20 |

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-----------------------|-------|---------|------------------|------------------------------|------------------------------------|---------|------|------------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| | | | 119638 | CHECK APCHK 91448 | PARK IMPROVEMENTS - NEIGHBORHOOD P | S95-695 | 20 | 495.05 |
| | | | | | | | | 1,762.25 |
| 10/24/2017 | APCHK | 91449# | 2017 BANQUET | THE HUNDRED CLUB OF DUPAGE C | SCHOOLS/CONFERENCES/TRAVEL | 410-304 | 05 | 375.00 |
| | | | 2017 BANQUET | | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 375.00 |
| | | | | CHECK APCHK 91449 | TOTAL FOR | | | 750.00 |
| 10/24/2017 | APCHK | 91450 | 17-3153 | THOMPSON ELEV. INSPECT. SERV | ELEVATOR INSPECTION - REIMB. | 830-117 | 40 | 43.00 |
| 10/24/2017 | APCHK | 91451 | 836960453 SEP 17 | THOMSON REUTERS - WEST | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 154.35 |
| 10/24/2017 | APCHK | 91452 | 3003458614 | THYSENKRUPP ELEVATOR CORP | MAINTENANCE - BUILDING | 466-228 | 10 | 3,338.99 |
| 10/24/2017 | APCHK | 91453 | 17 WCMC CONF | TIMOTHY J. HALIK | SCHOOLS/CONFERENCES/TRAVEL | 455-304 | 10 | 57.47 |
| 10/24/2017 | APCHK | 91454 | 2166 | TRASHCANS UNLIMITED, LLC | LANDSCAPE MAINTENANCE SERVICES | 565-342 | 20 | 542.16 |
| 10/24/2017 | APCHK | 91455 | 0611073374 | UNIFIRST | MAINTENANCE - PW BUILDING | 725-418 | 35 | 94.79 |
| | | | | CHECK APCHK 91456 | TOTAL FOR | | | 1,118.45 |
| 10/24/2017 | APCHK | 91456*# | 9793733333 OCT17 | VERIZON WIRELESS | PHONE - TELEPHONES | 410-201 | 05 | 55.26 |
| | | | 9793733333 OCT17 | | PHONE - TELEPHONES | 455-201 | 10 | 21.75 |
| | | | 9793733333 OCT17 | | PHONE - TELEPHONES | 630-201 | 30 | 772.05 |
| | | | 9793733333 OCT17 | | TELEPHONES | 710-201 | 35 | 177.03 |
| | | | 9793733333 OCT17 | | TELEPHONES | 810-201 | 40 | 92.36 |
| | | | | CHECK APCHK 91457 | TOTAL FOR | | | 1,118.45 |
| 10/24/2017 | APCHK | 91457 | 3636636-0 | WAREHOUSE DIRECT | OFFICE SUPPLIES | 630-301 | 30 | 393.41 |
| | | | 3647189-0 | | OFFICE SUPPLIES | 630-301 | 30 | 20.76 |
| | | | 3642113-0 | | OFFICE SUPPLIES | 630-301 | - 30 | 38.03 |
| | | | | CHECK APCHK 91457 | TOTAL FOR | | | 452.20 |
| 10/24/2017 | APCHK | 91458# | 53396 | WESTERN REMAC INC | MAINTENANCE SUPPLIES | 570-331 | 20 | 1,685.30 |
| | | | 53307 | | ROAD SIGNS | 755-333 | 35 | 103.61 |
| | | | | CHECK APCHK 91458 | TOTAL FOR | | | 1,788.91 |
| 10/24/2017 | APCHK | 91459 | 75337 | WESTOWN AUTO SUPPLY COMPANY | MAINTENANCE - VEHICLES | 735-409 | 35 | 139.00 |
| 10/24/2017 | APCHK | 91460 | 27488 | WILD GOOSE CHASE INC | LANDSCAPE MAINTENANCE SERVICES | 565-342 | 20 | 960.00 |
| | | | | Total for fund 01 | GENERAL FUND | | | 245,121.44 |
| Fund: 02 WATER FUND | | | | DUPAGE WATER COMMISSION | PURCHASE OF WATER | 420-575 | 50 | 158,287.68 |
| 10/24/2017 | APCHK | 64(E) | 11924 SEPT 17 | | | | | |

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-------------------------------|-------|---------|-------------------|------------------------------|------------------------------------|---------|------|------------|
| Fund: 02 WATER FUND | | | | | | | | |
| 10/24/2017 | APCHK | 65(E)*# | OCT 2017 | INTERGOVERNMENTAL PERSONNEL | HEALTH/DENTAL/LIFE INSURANCE | 401-141 | 50 | 2,862.00 |
| 10/24/2017 | APCHK | 91384 | 29182 | ASSOCIATED TECHNICAL SERV. I | LEAK SURVEYS | 430-276 | 50 | 635.00 |
| | | | 29219 | | LEAK SURVEYS | 430-276 | 50 | 638.50 |
| | | | 29201 | | LEAK SURVEYS | 430-276 | 50 | 638.50 |
| | | | | CHECK APCHK 91384 TOTAL FOR | | | | 1,912.00 |
| 10/24/2017 | APCHK | 91386 | 10/17/2017 | C.W. BURNS CO., INC | WATER DEPOSIT REFUND | 280-131 | 00 | 530.58 |
| 10/24/2017 | APCHK | 91395*# | 4651111049 OCT17 | COMMONWEALTH EDISON | ENERGY - ELECTRIC PUMP | 420-206 | 50 | 387.71 |
| 10/24/2017 | APCHK | 91400 | 17-1322730 SEPT17 | ETP LABS INC | SAMPLING ANALYSIS | 420-362 | 50 | 90.00 |
| 10/24/2017 | APCHK | 91408 | 170649 | H-B-K WATER METER SERVICE | NEW METERING EQUIPMENT | 435-461 | 50 | 2,093.44 |
| | | | 170650 | | NEW METERING EQUIPMENT | 435-461 | 50 | 6,296.20 |
| | | | 170657 | | NEW METERING EQUIPMENT | 435-461 | 50 | 4,483.40 |
| | | | 170656 | | NEW METERING EQUIPMENT | 435-461 | 50 | 5,274.50 |
| | | | | CHECK APCHK 91408 TOTAL FOR | | | | 18,147.54 |
| 10/24/2017 | APCHK | 91409 | 10657705 | HACH CHEMICAL COMPANY | CHEMICALS | 420-361 | 50 | 1,056.39 |
| 10/24/2017 | APCHK | 91411*# | 25107 | HOME DEPOT CREDIT SERVICES | OPERATING EQUIPMENT | 430-401 | 50 | 76.55 |
| 10/24/2017 | APCHK | 91431 | 876954S | PDC LABORATORIES INC | SAMPLING ANALYSIS | 420-362 | 50 | 515.00 |
| 10/24/2017 | APCHK | 91433*# | 19416 FALL 17 | PURE PRAIRIE ORGANICS | LANDSCAPING - OTHER | 430-299 | 50 | 184.88 |
| 10/24/2017 | APCHK | 91445 | 2017-253 | SUNSET SEWER & WATER | WATER DISTRIBUTION REPAIRS/MAINTEN | 430-277 | 50 | 2,416.45 |
| | | | 2017-260 | | WATER DISTRIBUTION REPAIRS/MAINTEN | 430-277 | 50 | 1,782.00 |
| | | | | CHECK APCHK 91445 TOTAL FOR | | | | 4,198.45 |
| 10/24/2017 | APCHK | 91447*# | TGS SEPT 17 | TAMELING GRADING | WATER DISTRIBUTION REPAIRS/MAINTEN | 430-277 | 50 | 420.50 |
| 10/24/2017 | APCHK | 91456*# | 9793733333 OCT17 | VERIZON WIRELESS | PHONE - TELEPHONES | 401-201 | 50 | 177.03 |
| | | | | | Total for fund 02 WATER FUND | | | 188,896.31 |
| Fund: 03 HOTEL/MOTEL TAX FUND | | | | | | | | |

User: JKufrin

CHECK DATE FROM 10/11/2017 - 10/24/2017

DB: Willowbrook

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|--|-------|---------|--------------|-----------------------------|--|---------|------|------------|
| Fund: 03 HOTEL/MOTEL TAX FUND | | | | | | | | |
| 10/24/2017 | APCHK | 91402* | 10/11/17 BAL | FIRST NATIONAL BANK OMAHA | SCHOOLS CONFERENCE TRAVEL | 401-304 | 53 | 40.00 |
| 10/24/2017 | APCHK | 91410 | 1586891 | HINSDALE NURSERIES, INC. | LANDSCAPE BEAUTIFICATION | 435-316 | 53 | 2,250.00 |
| | | | | | Total for fund 03 HOTEL/MOTEL TAX FUND | | | 2,290.00 |
| Fund: 09 WATER CAPITAL IMPROVEMENTS FUND | | | | | | | | |
| 10/24/2017 | APCHK | 91392 | 139045 | CHRISTOPHER B. BURKE | WATER TANK REPAIRS | 440-604 | 65 | 309.20 |
| | | | | | Total for fund 09 WATER CAPITAL IMPROVEMENTS F | | | 309.20 |
| Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION & | | | | | | | | |
| 10/24/2017 | APCHK | 91391* | 138977 | CHRISTOPHER B. BURKE | POLICE DEPT REMODEL (7760 QUINCY) | 930-411 | 75 | 536.50 |
| | | | | | Total for fund 14 LAND ACQUISITION, FACILITY, | | | 536.50 |
| Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX | | | | | | | | |
| 10/24/2017 | APCHK | 91420* | SEPT 2017 | LAW OFFICES STORINO RAMELLO | LEGAL FEES | 401-242 | 15 | 1,061.60 |
| | | | | | Total for fund 15 RT 83/PLAINFIELD RD BUSINESS | | | 1,061.60 |
| | | | | | TOTAL - ALL FUNDS | | | 438,165.05 |

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

| | | |
|---|--|--|
| ITEM TITLE: | | AGENDA NO. 6d |
| A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2017 PROPERTY TAX LEVY | | AGENDA DATE: 10/23/17 |
| STAFF REVIEW: Carrie Dittman | SIGNATURE <u>Carrie Dittman</u> | |
| LEGAL REVIEW: Thomas Bastian, Village Attorney | SIGNATURE: <u>THOMAS BASTIAN TH</u> | |
| RECOMMENDED BY: Tim Halik, Village Administrator | SIGNATURE: <u>Tim Halik</u> | |
| REVIEWED BY COMMITTEE: | YES <input checked="" type="checkbox"/> on October 9, 2017 | NO <input type="checkbox"/> N/A <input type="checkbox"/> |
| ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) | | |
| <p>One component of the Parks and Recreation Department budget is how the Special Recreation Tax Levy funds certain expenses. Attached is the summary of the Special Recreation projects for the 2017 Tax Levy.</p> <p>Since FY 2006, the Board levied the tax as an alternative to using other funds from the General Fund. Currently, the tax impact for a homeowner with a market value of \$300,000 is approximately \$18.32. The Village Board determined that the effect of funding the following items through the Special Recreation Tax is preferable to funding them from the General Fund:</p> <ol style="list-style-type: none">1) Willowbrook's membership in the Gateway Special Recreation Association and direct staff costs2) Expenses in assisting recreation participants requiring ADA accommodations3) Improvements to our parks and playgrounds in providing better accessibility <p>In addition to the above items, the tax has funded park accessibility improvements as recommended by the accessibility evaluation completed in 2006. Staff presented the proposed tax levy at the Finance and Administration Committee meeting on 10/9/17.</p> <p>Per 35 ILCS 200/18-60, the Village is required, not less than 20 days prior to the adoption of its aggregate levy, to determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. The attached resolution provides the estimation of the levy. The ordinance to adopt the tax levy will be presented at the November 27th Village Board mtg to comply with the 20-day requirement.</p> | | |
| ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) | | |
| <p>For the 2017 proposed tax levy of \$78,341, the tax impact for a home owner with a home market value of \$300,000 would be approximately \$18.02. This represents a 4.9% increase over the prior levy, or \$3,721, however the effect to a homeowner is actually a decrease. All tax collected is restricted to special recreation activities.</p> | | |
| | <u>Tax Levy Year 2016</u> | <u>Tax Levy Year 2017</u> |
| Gateway membership | \$ 37,785 | \$ 38,541 |
| Staff costs | 5,400 | 5,400 |
| ADA Accommodations | 6,575 | 7,700 |
| Park Maintenance | 4,600 | 4,750 |
| Park Improvements | 104,035 | 21,950 |
| Less: Est. Reserve Funds | (83,775) | 0 |
| Total | \$ 74,620 | \$ 78,341 |
| ACTION PROPOSED: ADOPT THE RESOLUTION | | |

| | | |
|----|---|------------------|
| A. | Gateway SRA Membership: based on 2% dues increase (Account 01-20-590-518) | \$ 38,541 |
| B. | Staff Costs Estimate for Gateway SRA representation and communicating with residents on special recreation issues and representation at Gateway Board meetings. (Account 01-20-550-101) | \$ 5,400 |
| C. | ADA Accomodations 1 Projections based on previous years to provide assistance for 1:1 aides. We are anticipating costs for FY 17-18 to be approximately \$6,000. Allocate \$6,500 for FY 18-19. (Account 01-20-590-520) 2 Special Recreation Fishing Day at Willow Pond = \$200.00 (Account 01-20-590-520) 3 Contingency for ADA assistance for participants in Parks & Recreation Department Activities = \$1,000 (Account 01-20-590-520) <div style="text-align: right;">Subtotal ADA Accomodations</div> | \$ 7,700 |
| D. | ADA Park Maintenance 1 Approved playground mulch (4 loads x \$1500/load) x 1/2 = \$3,000 (Account 01-20-590-519) 2 Labor for spreading mulch (4 loads x \$800) x 1/2 = \$1600 (Account 01-20-590-519) 3 Rental of handicapped portable toilet upgrade at Borse and Willow Pond \$25/month x 3 months x 2 parks = \$150.00 (Account 01-20-590-519) <div style="text-align: right;">Subtotal ADA Park Maintenance</div> | \$ 4,750 |
| E. | ADA Park Improvements 1 Contribution towards ADA accessible playground equipment - Ridgemoor Park (Account 01-20-590-521) \$ 21,950.00 | |
| | Subtotal ADA Park Improvements | \$ 21,950 |
| | TOTAL Expenditures | \$ 78,341 |
| | LESS: Restricted estimated accumulated SRA Funds as of 4/30/18 | \$ - |
| | Total for SRA Tax Levy - 2017 | \$ 78,341 |

RESOLUTION NO. 17-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
ESTIMATING THE PROPERTY TAXES TO BE LEVIED
FOR THE 2017 PROPERTY TAX LEVY**

WHEREAS, Section 18-60 of the Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60 *et. seq.*, requires the corporate authorities, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes from year to year, exclusive of cost of conducting an election as required by the Election Code and debt service levies; and

WHEREAS, the estimated net tax levy amount for the 2017 tax year for Village of Willowbrook, DuPage County, Illinois is Seventy-Eight Thousand Three Hundred Forty-One and no/100ths Dollars (\$78,341.00).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the corporate authorities hereby declare that the 2017 net tax levy for the Village of Willowbrook, exclusive of the cost of conducting an election and debt service levies, has been estimated to be Seventy-Eight Thousand Three Hundred Forty-One and no/100ths Dollars (\$78,341.00).

PASSED and APPROVED this 23rd day of October, 2017.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy Hansen, Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Resolution –
A Resolution Approving a Plat of Easement –
525 Executive Drive, Midwest Helicopter

AGENDA NO. 6e**AGENDA DATE:** 10/23/17**STAFF REVIEW:** Tim Halik, Village Administrator**SIGNATURE:** Tim Halik**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** THOMAS BASTIAN TH**RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** Tim Halik**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☒ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village has adopted the DuPage County Countywide Storm Water and Floodplain Ordinance, with local amendments, for stormwater and floodplain management within town. The Ordinance requires that all drainage swales, storm sewers, and detention/retention areas on private properties are located upon dedicated easements. Therefore, upon a development of a property where re-grading work or other storm sewer installation occurs, new easements must be dedicated if they do not already exist.

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

The Midwest Helicopter business, located at 525 Executive Drive, is in the process of re-developing their site. As part of the re-development, the existing office and hangar building has been razed and a new structure will be constructed in its place. The project requires re-grading of the property to establish positive drainage as part of the re-development. In accordance with the above-mentioned code requirement, new easements are required. In addition, per the Illinois State Plumbing Code requirements, a utility easement is required at the northeast corner of the property to allow public works crews access to the water disconnect valve.

The owner's engineer has prepared a Plat of Easement dedicating new public utility and storm water management easements for these purposes. The plat has been reviewed and approved by the Village's engineering consultant.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 17-R-_____

Resolution – A Resolution Approving a Plat of Easement –
525 Executive Drive, Midwest Helicopter

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

SECTION ONE: That the Plat of Easement, as prepared by Engineering Resource Associates, Job No. 270815.B0, consisting of one (1) sheet, dated September 18, 2017, attached hereto and incorporated herein as Exhibit "A", be and the same, is hereby approved and that the Mayor, Village Clerk and all other necessary and appropriate officers of the Village are authorized to execute said Plat.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED and APPROVED this 23rd day of October, 2017.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

P.I.N.: 09-26-404-011



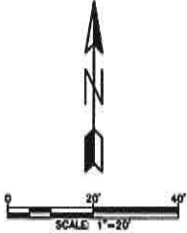
PLAT OF EASEMENT

THAT PART OF LOT 30 IN WILLOWBROOK EXECUTIVE PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1975 AS DOCUMENT R75-33298, IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 30; THENCE SOUTH 89 DEGREES 44 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 78.23 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 30 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID LOT 30, A DISTANCE OF 52.60 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 59 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 12.82 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 30 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID LOT 30, A DISTANCE OF 48.99 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 59 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 43.40 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 30 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID LOT 30, A DISTANCE OF 148.34 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 04 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 30, A DISTANCE OF 187.49 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE NORTH 89 DEGREES 45 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 207.49 FEET TO THE SOUTHWEST QUARTER OF SAID LOT 30; THENCE NORTH 00 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 30, A DISTANCE OF 288.92 FEET TO THE POINT OF BEGINNING.

ALSO, THAT PART OF LOT 30 IN WILLOWBROOK EXECUTIVE PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1975 AS DOCUMENT R75-33298, IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 30; THENCE SOUTH 00 DEGREES 15 MINUTES 06 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 30, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 59 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 63.45 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 06 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOT 30, A DISTANCE OF 20.42 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 59 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 06 SECONDS EAST, A DISTANCE OF 30.42 FEET TO THE NORTH LINE OF SAID LOT 30; THENCE SOUTH 89 DEGREES 44 MINUTES 59 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 73.45 FEET TO THE POINT OF BEGINNING.



LEGEND

- EX. PROPERTY LINE
- EX. LOT LINE
- - - EX. EASEMENT LINE
- - - EX. CENTERLINE

ABBREVIATIONS

- A CH. CONC. FOUND IRON PIPE
- E. FIP. FOUND IRON PIPE
- FIR. FOUND IRON PIPE
- N. RADIUS
- R.O.W. RIGHT OF WAY
- S. SOUTH
- S. WEST
- S. B.S.L. BUILDING SETBACK LINE
- DOC. DOCUMENT
- XXX.XX RECORD INFORMATION
- XXX.XX MEASURED INFORMATION

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED ABOVE AND THAT NO OTHER PERSON HAS ANY RIGHT, TITLE, OR INTEREST IN SAID LAND, AND THAT SAID OWNERS HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND TO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____, A.D. 20____

OWNER(S) _____

SIGNATURE(S) _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, _____, A NOTARY PUBLIC IN AND FOR THE RESIDING IN THE COUNTY AND STATE

ATTEST, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE AS SUCH OWNER(S) APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHEY SIGNED AND DELIVERED THE PLAT AS HIS/HERS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. 20____ AT _____ O'CLOCK _____M.

AS DOCUMENT NUMBER _____

COUNTY RECORDER _____

VILLAGE BOARD

APPROVED BY THE VILLAGE BOARD OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____ BY ORDINANCE NO. _____

PRESIDENT OF VILLAGE BOARD _____

ATTEST (VILLAGE CLERK) _____

STORM WATER MANAGEMENT EASEMENT PROVISIONS

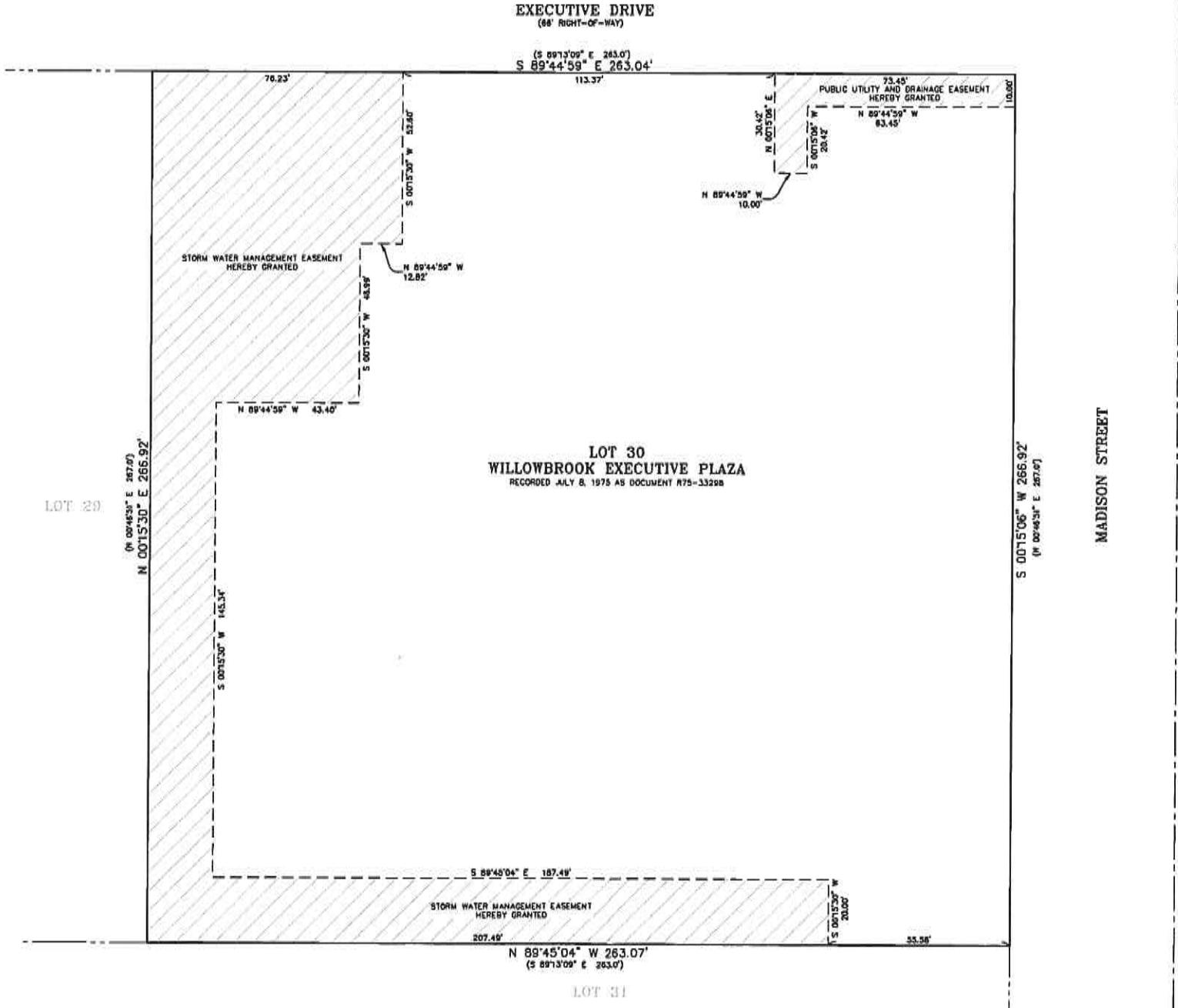
ALL EASEMENTS INDICATED AS STORM WATER MANAGEMENT EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF WILLOWBROOK AND ITS SUCCESSORS AND ASSIGNS ON A NON-EXCLUSIVE BASIS. NO BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE, FLOW OF STORMWATER. EACH OWNER OR SUBSEQUENT PURCHASER SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING SUCH STORMWATER MANAGEMENT FACILITY IN ACCORDANCE WITH THE RECOMMENDED MAINTENANCE SCHEDULES OUTLINED IN THE STORMWATER MANAGEMENT REPORT AND SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES WITHOUT FIRST HAVING RECEIVED WRITTEN APPROVAL FROM THE VILLAGE OF WILLOWBROOK.

IN THE EVENT ANY OWNER OR SUBSEQUENT PURCHASER FAILS TO MAINTAIN ANY SUCH EASEMENT/STORMWATER MANAGEMENT FACILITY, THE VILLAGE OF WILLOWBROOK, ILLINOIS SHALL UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OWNER OUTLINING THE NATURE AND DEFECT OF THE OWNER'S DEFAULT AND THAT THE OWNER SHALL NOT HAVE CURED SAID DEFAULT, SHALL RESERVE THE RIGHT TO PERFORM OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK UPON THE DETENTION AREA REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE/FLOW OF WATER CROSS CONTROL, AND FURTHER MAINTENANCE TO ELIMINATE STAGNANT WATER WITHIN THE DETENTION AREA AND PROVIDED FURTHER THAT IN THE EVENT THE VILLAGE OF WILLOWBROOK ELETCS TO PERFORM OR CAUSES TO PERFORM ANY SUCH MAINTENANCE, IT SHALL PROVIDE THE OWNERS WITH PROPER INSURANCE CERTIFICATES OF ALL SUBCONTRACTORS WORKING ON THE EASEMENT PROMISES CO-INSURING THE OWNER FOR THE WORK TO BE PERFORMED.

IN THE EVENT THE VILLAGE OF WILLOWBROOK, ILLINOIS SHALL BE REQUIRED TO PERFORM OR HAVE PERFORMED ON ITS BEHALF ANY MAINTENANCE WORK TO OR UPON ANY SUCH FACILITY OR EASEMENT AREA THE COST TOGETHER WITH THE ADDITIONAL SUM OF TEN (10) PERCENT OF SAID COST SHALL BE ASSESSED TO THE OWNER OR ITS SUCCESSORS AND ASSIGNS AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY WHICH MAY BE ENFORCED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE VILLAGE OF WILLOWBROOK.

GENERAL NOTES

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83).
- CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
- ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.



PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

PERPETUAL EASEMENTS FOR PROVIDING UTILITY SERVICES TO THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT AND OTHER PROPERTY ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WILLOWBROOK, TO THOSE COMPANIES OPERATING FROM TIME TO TIME UNDER FRANCHISE OR LICENSE FROM THE VILLAGE OF WILLOWBROOK, AND TO UNITS OF LOCAL GOVERNMENT PROVIDING SERVICES TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, AMERITECH, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, THE COUNTY OF DUPAGE DEPARTMENT OF PUBLIC WORKS, AND THEIR SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY IN OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE AREAS BOUNDED BY THE LOT LINES AND DOTTED LINES ON THIS PLAT AND INDICATED AS PUBLIC UTILITY EASEMENT AND/OR PUBLIC UTILITY AND DRAINAGE EASEMENT. FOR THE PURPOSES OF THIS PLAT, PROVIDING UTILITY SERVICES SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSTALL, CONSTRUCT, RECONSTRUCT, IMPROVE, KEEP, OPERATE, RESPECT, MAINTAIN, REPAIR, REPLACE, DEMOLISH, REVERSE, RELOCATE, REMOVE AND/OR INCREASE THE SIZE, NUMBER AND/OR TYPE OF FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF GAS AND WATER, ELECTRICITY AND TELECOMMUNICATIONS AND CABLE TELEVISION SERVICES, SANITARY SEWER AND ANY OTHER FACILITIES USED IN THE TRANSMISSION, DISTRIBUTION OR TRANSPORTATION OF ANY COMMODITY IN A LIQUID OR GASEOUS STATE, INCLUDING ANY AND ALL APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, IN OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH EASEMENT AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL REQUIRED SERVICE CONNECTIONS ON EACH LOT TO SERVE IMPROVEMENTS THEREON, OR IN ADJACENT LOTS, THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, OVER, UNDER, ACROSS, ALONG, THROUGH OR UPON SUCH EASEMENT AREAS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR THE EXERCISE OF GRANTEES' OTHER RIGHTS PROVIDED HEREIN. EASEMENTS FOR STORM WATER DRAINAGE, DETENTION AND/OR RETENTION PURPOSES ARE GRANTED UNDER A SEPARATE PROVISION OF THIS PLAT, AND FACILITIES FOR SAID PURPOSES, AND APPURTENANCES THERETO, SHALL BE CONTROLLED BY SAID PROVISION.

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

WE, ENGINEERING RESOURCE ASSOCIATES, INC. HEREBY CERTIFY THAT WE HAVE PREPARED THIS PLAT OF EASEMENT UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR FOR THE PURPOSE OF CREATING A NEW EASEMENT AS SHOWN HEREON AND SAID PLAT IS A CORRECT REPRESENTATION OF SAID EASEMENT.

ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.

I HEREBY AUTHORIZE THE VILLAGE CLERK, OF THE VILLAGE OF WILLOWBROOK, ILLINOIS TO RECORD THIS PLAT OF EASEMENT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 033-003782
LICENSE EXPIRES NOVEMBER 30, 2018

DESIGN FIRM PROFESSIONAL LICENSE NO. 184,001186
LICENSE EXPIRES APRIL 30, 2019

FIELD WORK COMPLETED _____, 2017



| REVISIONS: | | DATE | | BY | | DESCRIPTION | |
|------------|--|------|--|----|--|-------------|--|
| | | | | | | | |

DRAWN BY: CNB
CHECKED BY: TBM
APPROVED BY: TBM



38701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60055
PHONE (630) 393-3080
FAX (630) 393-2192

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6089

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 251-8288
FAX (217) 251-1902

KEELEY CONSTRUCTION, INC.

PLAT OF EASEMENT
525 EXECUTIVE DRIVE
WILLOWBROOK, ILLINOIS

SCALE: 1"=20'
DATE: 09-18-17
JOB NO: 270815.B0
SHEET 1 OF 1

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Motion to Approve – 2017 Motor Fuel Tax (MFT) Roadway Maintenance
Program: Payout #2 – Partial Payment – M&J Asphalt Paving Company, Inc.

AGENDA NO.

6f

AGENDA DATE: 10/23/17

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE:



LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE:

THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:



REVIEWED BY MUNI. SERVICES COMMITTEE:

YES ☐

NO ☒

N/A ☐

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

At its regular meeting on June 12, 2017, the Village Board approved a contract with M&J Asphalt Paving Company, Inc. to complete the 2017 Motor Fuel Tax (MFT) Roadway Maintenance Program. This year's Motor Fuel Tax (MFT) Roadway Maintenance Program included the resurfacing of 1.14 miles of roadways within the Waterford Subdivision, full-depth patching on various streets throughout the Village, replacement of defective concrete curb and pedestrian sidewalks, and replacement of worn pavement markings. After all required paperwork, insurance and bond certificates were submitted, a notice to proceed with the project was issued by the Village and the work commenced.

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

The work is now substantially complete, and the contractor has submitted another request for partial payment. The following is a breakdown of the project costs to date:

(ORIGINAL CONTRACT AWARD: \$144,991.88)

Final Invoice, based on quantities used: \$170,235.32

Invoice #1 amount (approved 9/25/17): \$138,444.95

Less Retainage (10%): \$17,023.53

Payout #2 Request: \$14,766.84

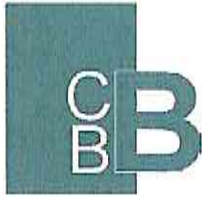
The payout request was reviewed and approved by the Village's civil engineering consultant.

Staff would recommend that the Mayor and Board of Trustees authorize Payout #2 – Partial Payment to M&J Asphalt Paving Company, Inc. in the amount of \$14,766.84. Partial waivers of lien and Certified Payroll Reports must be submitted prior to release of the payment check. The authorized payment amount would be expended from the following fund:

| <u>FUND</u> | <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>BUDGET REMAINING</u> |
|-------------|----------------|-----------------------------|-------------------------|
| MFT | 04-56-430-684 | Street Maintenance Contract | \$79,505.00 |

ACTION PROPOSED:

Approve motion.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

October 11, 2017

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Tim Halik

Subject: 2017 MFT Road Program – Pay Estimate No. 2
(CBBEL Project No. 90-144 H192)

Dear Tim:

As requested we have reviewed Pay Request No. 2, dated September 26, 2017 from M&J Asphalt Paving Company, Inc. for the work performed. Work included sidewalk replacement, patching, and thermoplastic pavement striping.

| | |
|--------------------------|--------------------|
| Total Completed | \$170,235.32 |
| Retainage at 10% | <u>\$17,023.53</u> |
| Pay Request No. 2 | \$14,766.84 |

We have verified the invoiced quantities and quality of work and therefore, it is our opinion that it would be appropriate for the Village to pay the invoice in the amount of \$14,766.84.

Please note that the retainage can be released once the final MFT paperwork has been approved by IDOT.

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

Sincerely,

Martin Bojovic, PE, CFM
Municipal Engineer



- INVOICE -



Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

M & J ASPHALT PAVING COMPANY, INC.

3124 S. 60th COURT
CICERO, ILLINOIS 60804
Suburbs 708/222-1200 • Chicago: 773/582-3555 • FAX 708/222-1213
www.mjasphaltpaving.com

INVOICE

| INVOICE DATE | CUSTOMER NO. | INVOICE NUMBER |
|--------------------|----------------|----------------|
| September 26, 2017 | 2017-0785 | |
| P.O. NUMBER | WORK ORDER NO. | SHIP DATE |
| | | |

TO: Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

JOB SITE: Village of Willowbrook
2017 MFT Road Program
Various Streets
Section No. 17-00000-01-GM

ESTIMATE No. 2

| SALES PERSON | | TERMS | SHIP VIA | | F.O.B. |
|---------------------------|--|----------|----------|------------|---------------|
| | | | | | |
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| | Please see attached for itemized invoice detail. | | | | |
| Estimate No. 2 TOTAL | | | | | \$ 170,235.32 |
| Less 10% Retention | | | | | \$ 17,023.53 |
| Subtotal | | | | | \$ 153,211.79 |
| Amount Received | | | | | \$ 138,444.95 |
| Estimate No. 2 Amount Due | | | | | \$ 14,766.84 |



Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

Village of Willowbrook
2017 MFT Road Program
Various Streets
Section No. 17-00000-01-GM
September 26, 2017

Estimate # 2

| ITEM | QUANTITY | UNIT PRICE | AMOUNT |
|--|---------------|------------|----------------------|
| 40300100 Bituminous Materials (Tack Coat) | 3,213.00 lbs. | 0.01 | \$ 32.13 |
| 40603335 Hot-Mix Asphalt Surface Course, Mix D, N50, 1-1/2 in. | 667.78 TON | 70.50 | \$ 47,078.49 |
| 42400200 Portland Cement Concrete Sidewalk, 5 in. | 3,260.85 S.F. | 6.00 | \$ 19,565.10 |
| 42400800 Detectable Warnings | 156.00 S.F. | 25.00 | \$ 3,900.00 |
| 44000500 Combination Curb and Gutter Removal | 660.35 Foot | 10.00 | \$ 6,603.50 |
| 44000600 Sidewalk Removal | 3,260.85 S.F. | 2.00 | \$ 6,521.70 |
| 70102620 Traffic Control & Protection, Standard 701501 | 1.00 L.S. | 6,500.00 | \$ 6,500.00 |
| 78000100 Thermoplastic Pavement Marking - L & S | 127.00 S.F. | 8.00 | \$ 1,016.00 |
| 78000200 Thermoplastic Pavement Marking, Line 4 in. | 4,840.00 Foot | 1.30 | \$ 6,292.00 |
| 78000400 Thermoplastic Pavement Marking, Line 6 in. | 476.00 Foot | 1.95 | \$ 928.20 |
| 78000500 Thermoplastic Pavement Marking, Line 8 in. | 0.00 Foot | 3.90 | \$ - |
| 78000650 Thermoplastic Pavement Marking, Line 24 in. | 345.00 Foot | 7.80 | \$ 2,691.00 |
| X0327979 Pavement Marking Removal - Grinding | 87.00 S.F. | 0.60 | \$ 52.20 |
| N/A Combination Concrete Curb & Gutter, Type M-6.12 Abutting Existing Pavement (Special) | 660.35 Foot | 30.00 | \$ 19,810.50 |
| N/A Hot-Mix Asphalt Surface Removal, 1-1/2 in. (Special) | 3,181.00 S.Y. | 2.25 | \$ 7,157.25 |
| N/A Class D Patches, 3 in. Surface (Special) | 1,529.23 S.Y. | 25.00 | \$ 38,230.75 |
| N/A Class D Patches, 6 in. (Special) | 85.70 S.Y. | 45.00 | \$ 3,856.50 |
| Estimate # 2 TOTAL | | | \$ 170,235.32 |
| Less 10% Retention | | | \$ 17,023.53 |
| Subtotal | | | \$ 153,211.79 |
| Amount Received | | | \$ 138,444.95 |
| Amount Due Estimate # 2 | | | \$ 14,766.84 |

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS
COUNTY OF COOK

Gty# _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF WILLOWBROOK
to furnish ASPHALT & CONCRETE
for the premises known as 2017 MFT ROAD PROGRAM
of which VILLAGE OF WILLOWBROOK is the owner.

THE undersigned, for and in consideration of Fourteen Thousand Seven Hundred Sixty Six & 84/100
(\$ 14,766.84) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby
waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or
machinery, furnished to this date by the undersigned for the above-described premises.

Given under MY hand and seal this
26th day of September, 2017
Signature and Seal: Nick Distasio, Vice President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned being duly sworn, deposes and says that he(she) is Nick Distasio, Vice President
of the M & J ASPHALT PAVING COMPANY, INC.
who is the contractor for the ASPHALT & CONCRETE work on the building
located at 2017 MFT ROAD PROGRAM
owned by VILLAGE OF WILLOWBROOK
That the total amount of the contract including extras is \$ 170,235.32 on which he(she) has received payment of
\$ 138,444.95 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to plans and specifications.

| NAMES | WHAT FOR | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|--------------------------------------|--------------------|----------------|--------------|--------------|-------------|
| M & J Asphalt Paving Company, Inc. | Asphalt & Concrete | \$103,867.08 | \$72,076.71 | \$14,766.84 | \$17,023.53 |
| Mark-It Corporation | Thermoplastic | \$9,332.90 | \$9,332.90 | \$0.00 | \$0.00 |
| K-Five Construction | Asphalt Material | \$45,319.34 | \$45,319.34 | \$0.00 | \$0.00 |
| Ozinga | Concrete Material | \$11,716.00 | \$11,716.00 | \$0.00 | \$0.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | \$170,235.32 | \$138,444.95 | \$14,766.84 | \$17,023.53 |

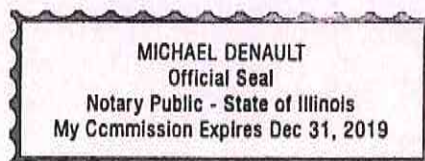
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 26th day of September, 2017

Signature: Nick Distasio, Vice President

Subscribed and sworn to before me this 26th day of September, 2017

Michael Denault
NOTARY PUBLIC



VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A
RAFFLE – DUPAGE JUVENILE OFFICERS ASSOCIATION

AGENDA NO.

6g

AGENDA DATE: 10/23/17

STAFF REVIEW: Cindy Stuchl

SIGNATURE:

Cindy Stuchl

LEGAL REVIEW: Thomas Bastian

SIGNATURE:

THOMAS BASTIAN TH.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

TE Nelson

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

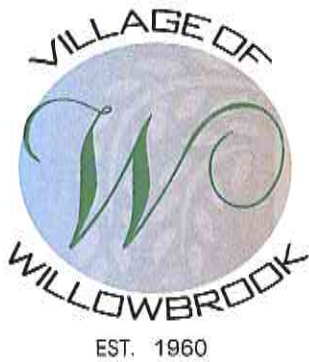
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

The DuPage Juvenile Officers Association has submitted an application to hold a raffle at their fundraising event. Money for this event will help to fund training opportunities for juvenile officers within DuPage county. This event will be held on October 25, 2017 at Ashton Place, 341 W. 75th Street, Willowbrook, Illinois.

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

This is the third application for this organization.

ACTION PROPOSED: Approve Application to hold a Raffle.



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert J. Pavelchik, Jr.

Director of Finance

Carrie Dittman

1. The name of the Licensee:

DuPage Juvenile Officers Association

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

\$550

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

\$550

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

\$5.00/ticket

5. The maximum number of days during which chances may be issued or sold.

One Day

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

October 25, 2017

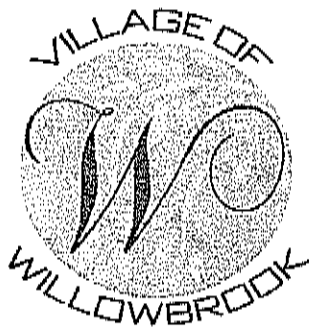
7. The place at which the drawing is to be held.

Ashton Place, 341 W. 75th Street

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING HELD ON THE 23rd DAY OF October, 2017.

Leroy R. Hansen
Village Clerk





EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5594

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

APPLICATION FOR LICENSE TO HOLD A RAFFLE

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

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 |
|--------------------------------------|--------------------------|-----|
| Michael Coughlin | 121 Symonds Dr. Hinsdale | 54 |
| DUPAGE Juvenile Officers Association | | |

Date of incorporation, if corporation: _____
Date of formation of organization: 1969
Object for which organization or corporation was formed: Provide training to Juvenile officers in DuPage County.

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

Ashton Place 8:30am - 3:30pm

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

Wed. October 25, 2017

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

Ashton Place

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.

46 inch TV \$ 550.00

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

46 inch TV \$ 550.00

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

\$ 5.00 per ticket chance

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.

The DJOA will not violate any local, state or federal laws regarding raffles. MC 10/16/17

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

The DJOA will not allow gambling or gambling devices at Ashton Place in Willowbrook. MC 10/16/17

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:

Michael Coughlin

Date

10/26/17



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 29, 2017

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

BRASSEUR, DARCIE
549 RIDGEMOOR DR
WILLOWBROOK, IL 60527

Re: Account 252060.010

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 249.72. 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 October 23, 2017, 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.

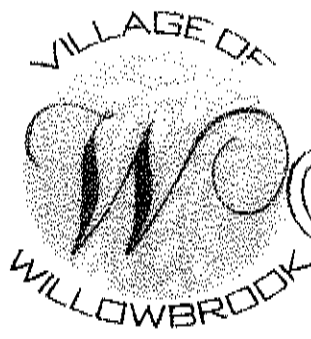
You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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



EST. 1960

COPY Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 29, 2017

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village
Administrator**

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

COLDERCHANT, LAURA & BOB
6346 BENTWOOD LN
WILLOWBROOK, IL 60527

Re: Account 252540.002

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 273.54. 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 October 23, 2017, 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.

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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



EST. 1960

COPY Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 29, 2017

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Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



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Illinois Route 66 Scenic Byway

DIAMOND BASEBALL ACADEMY

C/O:

7850 QUINCY
WILLOWBROOK, IL 60527

Re: Account 410195.002

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 383.99. 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 October 23, 2017, 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.

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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



EST. 1960

WILLOWBROOK

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 29, 2017

Mayor

Frank A. Trilla

EGIEBOR, MARTHA
865 WILLOW LN
WILLOWBROOK, IL 60527

Village Clerk

Leroy R. Hansen

Re: Account 250370.001

PIN #: [REDACTED]

Delinquent Water Bill

Village Trustees

Sue Berglund

Dear Sir or Madam,

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$ 267.65. 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 October 23, 2017, 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.

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

Village Administrator

Tim Halik

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

Chief of Police

Mark Shelton

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



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 29, 2017

Mayor

Frank A. Trilla

JANUSAUSKAITE, ERNANDA
610 W 68TH ST
WILLOWBROOK, IL 60527

Village Clerk

Leroy R. Hansen

Re: Account 212720.007

PIN #: [REDACTED]

Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 181.47. 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 October 23, 2017, 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.

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services



Proud Member of the
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EST. 1960

Willowbrook

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September 29, 2017

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Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village
Administrator**

Tim Halik

Chief of Police

Mark Shelton



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Illinois Route 66 Scenic Byway

MARQUARDT PRINTING
7530 S. MADISON
WILLOWBROOK, IL 60527

Re: Account 410125.000
PIN #: XXXXXXXXXX
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 312.17. 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 October 23, 2017, will result in the immediate termination of your water service.

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

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If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 29, 2017

Mayor

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Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

STEIN, FRED
6350 TREMONT RD
WILLOWBROOK, IL 60527

Re: Account 252930.001

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 332.04. 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 October 23, 2017, will result in the immediate termination of your water service.

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

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If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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





EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 29, 2017

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Leroy R. Hansen

Village Trustees

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Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village
Administrator**

Tim Halik

Chief of Police

Mark Shelton



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Illinois Route 66 Scenic Byway

WILLOWBROOK LANES
735 PLAINFIELD RD.
WILLOWBROOK, IL 60527

Re: Account 410030.000

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 455.63. 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 October 23, 2017, will result in the immediate termination of your water service.

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

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Sincerely,

Timothy J. Halik
Director of Municipal Services



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

September 29, 2017

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village
Administrator**

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

ZENNER, RICHARD
125 WATERFORD DR
WILLOWBROOK, IL 60527

Re: Account 250850.001

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 201.04. 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 October 23, 2017, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR IMPLEMENTATION OF THE LEXIPOL ILLINOIS LAW ENFORCEMENT POLICY MANUAL & TRAINING BULLETIN PROGRAM

AGENDA NO.

7

AGENDA DATE: 10/23/2017

STAFF REVIEW: Robert J. Pavelchik, Jr.

SIGNATURE:

 10-19-2017

LEGAL REVIEW: Thomas Bastian

SIGNATURE:

THOMAS BASTIAN TB

RECOMMENDED BY: Tim Halik

SIGNATURE:

THALIK

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

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

LEXIPOL is a risk management and policy development company in the public sector. They keep policies up to date with best practices and current law changes; daily training bulletins are provided so that "every day is a training day".

Staff proposes to hire LEXIPOL to update and standardize Willowbrook policies and afford the officers better policy training than has been done in the past. Additionally, the Village's risk management carrier IRMA will provide a 50% grant for the first year start up. LEXIPOL also offers preferred pricing for IRMA members.

Although no funds were appropriated in the FY 17-18 Village budget for this project, there are IT funds in 01-25-615-212 (\$10,000.00) that were earmarked for a software link that will not be used for that link; these funds are available for the LEXIPOL project.

COSTS: A one-year LEXIPOL contract is priced at \$9780.00 (IRMA member pricing). IRMA will provide a grant of 50% or \$4890.00, making the net first year expense to the Village of \$4890.00. The contract will run November 1 2017 to October 31, 2018; in the FY 18-19 budget, the full one-year price will need to be budgeted to continue the policy service.

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

The Public Safety Committee reviewed the LEXIPOL proposal on October 9, 2017 and supports the project. The LEXIPOL proposal is attached as Exhibit "A"

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 17-R-_____

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR IMPLEMENTATION OF THE LEXIPOL ILLINOIS LAW ENFORCEMENT POLICY MANUAL & TRAINING BULLETIN PROGRAM

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from LEXIPOL, LLC, for implementation of the LEXIPOL Illinois Law Enforcement Policy Manual & Training Bulletin Program for the Willowbrook Police Department in the not to exceed amount of \$9,780.00 as set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 23rd day of October, 2017

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



PREDICTABLE IS PREVENTABLE

WILLOWBROOK
RESOLUTION 17 R
EXHIBIT "A"
7 PAGES.

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Willowbrook Police Department
Agency's Address: 7760 Quincy Street
Willowbrook, Illinois 60527
Attention: Chief Robert Pavelchik

Lexipol's Address: 16755 Von Karman Avenue, Suite 250
Irvine CA 92606-4918
Attention: Karen James

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Signature: _____
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

| Lexipol Annual Subscription Service | Term | Price |
|---|--------|----------------|
| Annual Subscription: | | |
| LE Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service | Annual | \$10,867 |
| IRMA 10% Annual Member Discount - Subscription | Annual | (\$1,087) |
| Total Recurring Annual Subscription | | \$9,780 |

| Implementation Support (Special Offers) | Term | Price |
|--|----------------------|------------|
| Implementation Support (Optional): | | |
| 13-Week Group Integration Workshop Join other Illinois Lexipol client agencies for weekly scheduled 2-hour group sessions with Lexipol's expert staff, designed to lead your agency through customizing your new policy manual. Please see Scope of Work for details. Must start with Lexipol before November 30, 2017 to be eligible to participate. | Regular One-time fee | \$2,195 |
| 100% IRMA Member Discount on Group Integration Workshop if Agreement received on or before November 30, 2017. | Discount | (\$2,195) |
| Subtotal - 13-Week Group Integration Workshop | | \$0 |
| Content Extraction Data entry and formatting of existing policies, procedures or other agency-identified unique content into Lexipol's Knowledge Management System. Hyperlinking of related policies and procedures. | One Time Fee | \$2,195 |
| 100% Discount for Content Extraction - If agency starts with Lexipol before November 30, 2017. | Discount | (\$2,195) |
| Subtotal - Content Extraction | | \$0 |
| Total Implementation - Special Offer | | \$0 |

| | | |
|--|---------------|----------------|
| 12-month Subscription (Dec 2017 - Dec 2018) Start as early as 10/23/2017 - No additional charge for early start-up | | |
| Law Enforcement Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service | Annual | \$9,780 |
| Implementation (Group Integration Workshop and Content Extraction) | Special Offer | \$0 |
| November Invoice (Payment due end of November) | | \$9,780 |

Pricing is based on:

☒ Law Enforcement – No. of Authorized Sworn Officers: 23

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has

been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 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 constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – STRUCTURAL LINING OF APPROXIMATELY 1,250 LINEAL FEET OF UNDERGROUND WATER MAIN, 75TH STREET – BETWEEN THE VILLAGE OF WILLOWBROOK AND FER PAL CONSTRUCTION USA, LLC

AGENDA NO.**8****AGENDA DATE:** 10/23/17**STAFF REVIEW:** Tim Halik, Village Administrator**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** **REVIEWED BY MUNICIPAL SERVICES COMMITTEE:** YES ☒ August 8, 2016 NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Last Fall, the Municipal Services Committee considered a project to replace approximately 800 lineal feet of deteriorated underground 12" diameter water main located along 75th Street. At the time, public works crews had repaired a total of eleven (11) breaks along this section of main since 2012. This section of ductile iron water main was installed in the 1970s and is believed to be class 50 steel (thin wall) type pipe. The pipe is also unprotected and in contact with corrosive soils in the area. These factors have contributed to the partial deterioration of the main, which is resulting in numerous breaks and reduced reliability. Last Fall, staff recommended the complete replacement of this 800-foot section of main at an estimated cost of \$122,000. The Municipal Services Committee recommended approval of the project at their August 8, 2016 meeting. However, when staff subsequently requested a permit from DuPage County to complete the project (the main is located upon DuPage County right-of-way, so the excavation would require obtaining a county permit), several additional conditions were imposed on the project by the county, such as the complete removal of the old underground main (which we had intended on abandoning in place), the complete replacement of all residential driveway aprons on the right-of-way, and replacement of the nearby asphalt bicycle path. The imposition of these conditions more than doubled the cost of the project, which led staff to consider other less costly alternatives to make repairs to this section of water main.

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

Upon further engineering review, it was determined that this section of water main is a preferred candidate for interior structural lining. Through this process, a nylon insert is introduced into the main and epoxied in place. Once cured, the 3/8" thick lining provides structural integrity and will ensure a minimum of 50 years of continued service without breaks occurring. There would be limited excavation and restoration, as only six (6) access points would need to be provided to introduce the lining. Another advantage is that there would be no interruption in water service for the five (5) affected residences, since a temporary bypass water main would be installed as part of the project. The leading provider of this installation is Fer Pal Construction USA, LLC, Elgin. Earlier this year, public works crews observed a demonstration installation in Rosemont, and was very impressed by the process. Staff subsequently met with representatives from Fer Pal and ultimately obtained a proposal to line 1,250 lineal feet of water main along 75th Street for \$198,000. Our regular underground utility contractor, Sunset Sewer & Water, will be used to excavate and shore the access points at a separate cost of \$39,520. \$238,900 was included in the FY2017/18 Water Capital Improvement Fund budget to complete this project. If approved, resident notification will occur this week, and the project target completion date would be by November 20, 2017. Attached is a full project cost breakdown along with the construction contract with Fer Pal.

ACTION PROPOSED: Adopt Resolution.

Village of Willowbrook
 75th Street Watermain Lining Project - Brookbank Rd to Eleanor Pl
 Engineer's Estimate of Probable Construction Cost
 Prepared October 18, 2017
 CBBEL Project No. 90144H170

| ITEM NUMBER | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---------------------------------------|---|-------|----------|-------------|---------------------|
| *1 | Mobilization for Lining | L SUM | 1 | \$10,000.00 | \$10,000.00 |
| *2 | Watermain By-Pass | L SUM | 1 | \$18,000.00 | \$18,000.00 |
| *3 | Lining of Existing 12" Watermain | LF | 1250 | \$136.00 | \$170,000.00 |
| **4 | Mobilization of Equipment & Unload Trench Boxes | LSUM | 1 | \$1,950.00 | \$1,950.00 |
| **5 | Monthly Trench Box, Steel Plates, & Fin form Rental | LSUM | 1 | \$9,330.00 | \$9,330.00 |
| **6 | Excavation & Trucking for 6 Pits | LSUM | 1 | \$12,980.00 | \$12,980.00 |
| **7 | Water Main Connections, Hydrant Installations & Blocking Material | LSUM | 1 | \$7,955.00 | \$7,955.00 |
| **8 | Backfill Pits, Remove Shoring, and Grade Ditches for Landscaping | LSUM | 1 | \$6,480.00 | \$6,480.00 |
| **9 | Install Test Whips, Chlorinate Water Main, Remove Test Whips | LSUM | 1 | \$825.00 | \$825.00 |
| <i>Watermain Labor & Material</i> | | | | | \$237,520.00 |
| ***10 | Furnishing And Placing Topsoil, 4" | SY | 500 | \$5.00 | \$2,500.00 |
| ***11 | Sidewalk for ADA Crossing on Bike Path | SF | 225 | \$10.00 | \$2,250.00 |
| ***12 | Detectable Warning Panel for ADA Crossing | SF | 40 | \$25.00 | \$1,000.00 |
| ***13 | Hot-Mix Asphalt Bike Path Replacement | SY | 15 | \$150.00 | \$2,250.00 |
| ***13 | Seed and Blanket | SY | 500 | \$5.00 | \$2,500.00 |
| <i>Restoration Costs</i> | | | | | \$70,500.00 |
| Construction Total | | | | | \$248,020.00 |

* Fer Pal Infrastructure Proposal
 ** Sunset Sewer & Water Proposal
 *** By Others

RECEIVED

OCT 18 2017

VILLAGE OF
WILLOWBROOK

SUNSET SEWER & WATER, INC.

PO Box 1954
Frankfort, IL 60423
Phone 815-469-0610
Fax 815-469-0680

RECEIVED

OCT 18 2017

VILLAGE OF
WILLOWBROOK

Proposal ID: SS17-130

Name: Village of Willowbrook

Date: 10/13/2017

Address: 835 Midway Dr

Location: 75th St Water
Main Lining

City: Willowbrook State: IL ZIP 60527

Access Pits &

Attention: Mr. Tim Halik

Description: Connections

Sunset Sewer & Water, Inc. is pleased to submit a proposal for this project in accordance with plans & specifications as prepared by:

Meeting on 10/11/17.

| Qty | Description | Unit Price | Total |
|-----|---|---|--------------|
| 1 | <u>75th St Lining Access Pits & Re-Connections</u> Sunset Sewer & Water, Inc proposes to excavate 6 lining access pits at fire hydrants & connection points along the 12" water main between Eleanor & Brookbank, provide tight shoring, provide steel plate covers on pits and haul spoils to Village stockpile site. After lining is complete, reconnect mains and install new fire hydrants in pits, fill main & flush, backfill pits with stored material, remove shoring, chlorinate, and clean up areas for landscaping by others. Total for Access Pits & Re-Connections | | \$ 39,520.00 |
| | Break Down of Project Cost: Mobilization of Equipment & Unload Trench Boxes Monthly Trench Box, Steel Plates, & Fin form Rental Excavation & Trucking for 6 Pits Water Main Connections, Hydrant Installations & Blocking Material Backfill Pits, Remove Shoring, and Grade Ditches for Landscaping Install Test Whips, Chlorinate Water Main, Remove Test Whips Total Project | \$ 1,950.00 \$ 9,330.00 \$ 12,980.00 \$ 7,955.00 \$ 6,480.00 \$ 825.00 \$ 39,520.00 | |

SUNSET SEWER & WATER, INC.

PO Box 1954
Frankfort, IL 60423
Phone 815-469-0610
Fax 815-469-0680

Proposal ID: SS17-130

Name: Village of Willowbrook

Date: 10/13/2017

Address: 835 Midway Dr

Location: 75th St Water
Main Lining

City: Willowbrook State: IL ZIP: 60527

Access Pits &

Attention: Mr. Tim Halik

Description: Connections

Sunset Sewer & Water, Inc. is pleased to submit a proposal for this project in accordance with plans & specifications as prepared by:

Meeting on 10/11/17.

| Qty | Description | Unit Price | Total |
|--|---|------------|--------------|
| | Notes Prices include mobilization to site, shoring, hauling spoils to village stockpile, utilizing track backhoe for excavation, installation of materials provided, and leaving site graded for landscaping. Prices do not include materials, restoration, permits, bonds, or fees. | | |
| All work shall be completed for the sum of | | | \$ 39,520.00 |

Thirty Nine Thousand, Five Hundred Twenty & 00/100

Dollars

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

Sunset Sewer & Water, Inc. is hereby authorized
to proceed per proposed items, prices, general
conditions, and notes listed above.

Respectfully Submitted by,
Sunset Sewer & Water, Inc.

Accepted By: _____

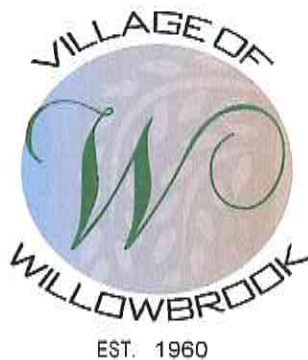
Proposed By: Bryan Thrun

Date: _____

Date: 10/13/2017

Prices quoted are good for 30 days. Pricing is based on standard work hours and work days. Changes in scope of work will require recalculation of price and acceptance of owner before work may continue.

Payment terms: Invoices will be submitted at the end of every month. Payments are due within 30 days of date on invoice.



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Date: October 24, 2017

Re: 75th St Potable Water Distribution Main Lining

Dear Resident:

As part of the infrastructure maintenance program through the Village of Willowbrook the water mains in your area are scheduled to be cleaned and structurally lined during the 2017 construction season. The general contractor, Fer-Pal Construction USA LLC., under contract with the Village of Willowbrook, is scheduled to commence on October 25, 2017.

In order to proceed with this work, several access pits will be excavated at key locations within the public right-of-way, along the water main. Most excavations will be approximately 6 feet x 8 feet and spaced approximately 300 to 500 feet apart. All efforts to avoid excavating in newly paved areas will be made.

During the construction period, the existing water main and your water service will be temporarily by-passed. Your home will receive water through an above ground temporary piping network (by-pass) consisting of blue pipe which will be installed along the curb or ditch line on your street. A hose attached to the temporary by-pass (blue pipe) will be connected to your home with a "Y" connector via the outside hose tap. The "Y" connector allows you to receive water in your home as well as use your garden hose. You will receive further notice when this occurs.

Fer-Pal will schedule an appointment to access your water meter. This will ensure there is no water in the water main prior to the rehabilitation process. At times during this process, the contractor will have to turn off the water supply to your home. You will be notified in advance of any scheduled interruption in service. However, there will be times when the water supply is interrupted and advance notification may not be possible such as when a water main break occurs. You may also experience rusty water while the work is taking place, should this happen let the water run until the water flows clear.

We recommend you temporarily disconnect any water treatment system (softeners, or filters), water cooled air conditioners or any similar plumbing fixture as they may be damaged during the course of construction. Automatic lawn sprinkler systems may not operate properly while the work is taking place therefore manual watering may be necessary.

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert J. Pavelchik, Jr.

Director of Finance

Carrie Dittman



Once the water main rehabilitation has been completed, all excavated areas will be restored. The grassed areas will receive an initial watering by the contractor; it is then suggested that homeowners water any grassed areas for 2-3 hours twice a week. This will result in healthy, attractive grass. The contractor will restore any concrete or asphalt disturbed by this work.

We apologize for any inconvenience and would appreciate your cooperation during this project. Every attempt will be made to minimize interference with local activities; however, residents are advised to exercise caution around construction activities, equipment and the temporary water main system.

Should you have any concerns or require further information, please do not hesitate to contact the Village Water Department at 630-920-2238. If you require emergency assistance after hours, please call the Willowbrook Police non-emergency number: 630-325-2808 (In case of an emergency, please call 9-1-1).

Thank you



RESOLUTION NO. 17-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – STRUCTURAL LINING OF APPROXIMATELY 1,250 LINEAL FEET OF UNDERGROUND WATER MAIN, 75TH STREET – BETWEEN THE VILLAGE OF WILLOWBROOK AND FER-PAL CONSTRUCTION USA, LLC

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to accept and execute an Agreement with Fer-Pal Construction USA, LLC, for the purpose of installing interior structural lining within approximately 1,250 lineal feet of partially deteriorated underground ductile iron water main located upon the south right-of-way of 75th Street in the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Fer-Pal Construction USA, LLC, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Fer-Pal Construction USA, LLC, installing the above-mentioned water main lining within the Village of Willowbrook

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

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

ADOPTED and APPROVED this 23rd day of October, 2017

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

CONTRACT

THIS CONTRACT ENTERED INTO THIS 23rd day of October,
2017

between Fer Pal Construction USA, LLC. ("Contractor") and
the Village of Willowbrook, a municipal corporation of the
State of Illinois ("Village"), in consideration of the
following and other valuable consideration the sufficiency
of which is hereby acknowledged, the Village and
Contractor agree as follows:

1. The Village of Willowbrook has found it to be in
the best interests of the Village to accept the proposal from
Contractor to perform structural lining of approximately 1,250
lineal feet of ductile iron underground water main.

2. Contractor has submitted a proposal to the
Village of Willowbrook including all terms, conditions,
requirements and specifications contained therein are
incorporated herein as "Exhibit A" and expressly made a part
of this agreement as if each term, condition and requirement
was repeated herein verbatim. In the event any inconsistent
terms are contained in this agreement and in "Exhibit A,"
the terms of this agreement shall control. The project
specifications are available for review at the Willowbrook
Village Hall.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner based on the lump sum price stipulated in said proposal. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS

130/0.01 et. Seq.) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village of Willowbrook. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the Contractor that:

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State.

Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor. (See Attached for Certified Payroll Form)

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et. seq.).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et. seq.).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1 et. seq. ("Drug-Free Workplace Act"), will provide a drug free workplace by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance

including cannabis, is prohibited in the workplace.

- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten

(10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

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

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding/ a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations/ the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations/ furnish all relevant information as may from time to time be requested

by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books/ records/ accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause,

the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from

proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not

acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85);
and
- (2) Insurance Services Office form number CA0001
(Ed. 1/87) covering Automobile Liability,
symbol 01 "any auto" and endorsement CA0029
(Ed. 12/88) changes in Business Auto and
Truckers coverage forms - Insured Contract;
and
- (3) Worker's Compensation as required by the Labor
Code of the State of Illinois and Employers'
Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$2,000,000 combined
single limit per occurrence for bodily injury,
personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single
limit per accident for bodily injury and property
damage.
- (3) Worker's Compensation and Employers' Liability:
Worker's Compensation limits as required by the
Labor Code of the State of Illinois and
Employers' Liability limits of \$1,000,000 per
accident.

D. The policies are to contain, or be endorsed to contain the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages:

- (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
- (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.

(d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other

officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the

employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Two Thousand Five Hundred Dollars (\$2,500.00) or less must be approved, in writing, by the Village Administrator or his designee. All change orders increasing the cost of the contract by Two Thousand Five Hundred Dollars (\$2,500.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price

shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time

is necessary to compile records in response to a request then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless/ and pay all amounts determined to be due including but not limited to fines, costs, attorneys/ fees and penalties.

25. Time is of the essence of this Contract. This Contract is made and executed in duplicate in Willowbrook/ DuPage County/ Illinois the day and year first above written.

Contractor:

By: _____

Village of Willowbrook

By: _____
Its Mayor

ATTEST:

Village Clerk

Exhibit "A"

Fer Pal Construction USA, LLC
1350 Gasket Drive
Elgin, IL 60120
P: 847 214-0103
F: 847 214-0104



PROPOSAL

10/13/17

Customer: Village of Willowbrook
Attention: Tim Hall, Village Administrator

Project: Village of Willowbrook, IL
75th St Water Main CIPP, Brookbank Rd to Eleanor Place

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | EXTENDED TOTAL PRICE |
|----------|----------------------------|--------------------|------|--------------|----------------------|
| 1 | Mobilization | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| 2 | Temporary Water | 1 | LS | \$ 18,000.00 | \$ 18,000.00 |
| 3 | CIPP Water Main Lining 12" | 1250 | LF | \$ 136.00 | \$ 170,000.00 |
| TOTAL \$ | | | | | 198,000.00 |

INCLUSIONS AND EXCLUSIONS

Materials and Installation Method
Potable water certification : NSF 61
Lining Reports, DVD Inspection Videos
Laser Profile of inside the water main to determine the sizing of the water main
Temporary Water By-Pass System to Service Residents or Commercial Industrial Buildings
Temporary Water By-Pass System for Fire Protection
Site permit, parking permit, fire hydrants permit
Traffic control or flagpersons, signage and barrels
Excavation, backfill and all surface restoration of access pits
Cutting of the water main to gain access to water main to be lined
Dewatering
Shoring, shoring systems, engineered drawings for shoring system
Jerseys and safety fences, steel plates
Cleaning residues disposal if required
Flushing, disinfection, water sampling and water main commissioning
Roads cleaning and landscaping
Pipe mechanical work
Tie-ins, connections

| INCLUDED | EXCLUDED |
|----------|----------|
| X | |
| X | |
| X | |
| X | |
| X | |
| | X |
| | X |
| | X |
| | X |
| X | |
| X | |
| | X |
| | X |
| | X |
| | X |
| | X |

ADDITIONAL NOTES:

- Shoring to be OSHA approved and a minimum 6'x10', fully enclosed. Annular space between excavation and shoring system to be backfilled with granular material in order to stabilize shoring box.
- Access pits are to be excavated to a minimum of 1' below the Invert of the existing watermain. In addition up to 4" of clear stone shall be placed in the bottom of the access pits.
- Approximately 5 access pits will be required
- Quote effective for 30 days





Legend

Watermain

Hydrants

Valves

Access Pit (8' X 6')

CB

B

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

CLIENT

VILLAGE OF

WILLOWBROOK

VILLAGE OF
WILLOWBROOK

| | | | | | |
|-----------|--|--------------------|-------|---------------|------------|
| NO. | DATE | NATURE OF REVISION | CHKD. | MODEL | PLOT DATE |
| | | | | ArcGIS 10.4.1 | 10/16/2017 |
| FILE NAME | Aerial Exhibit | | | | |
| PATH | N:\WILLOWBROOK\0144H\100-H100-0144H170\GIS\Exhibits\Aerial Exhibit.mxd | | | | |

| | |
|--------|---------|
| DSGN. | |
| DWN. | DRW |
| CHKD. | |
| SCALE: | 1:1,200 |

TITLE:

75TH STREET
EMERGENCY WATERMAIN LINING

PROJ. NO. 900144.H170

DATE: 10-12-17

SHEET 0 OF 0

DRAWING NO.

EXH 2

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, SEPTEMBER 11, 2017 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Chairman Davi at 5:35 p.m.

2. ROLL CALL

Those present at roll call were Chairman Umberto Davi, Trustee Gayle Neal, Director of Finance Carrie Dittman and Assistant to the Village Administrator Garrett Hummel.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance/Administration Committee held on Monday, August 14, 2017 were reviewed.

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

4. REPORT – Monthly Disbursement Reports – August 2017

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

- Total cash outlay for all Village funds – \$1,569,952. Fiscal Year to Date is \$6,280,008. August includes payments to Clauss Brothers for Willow Pond Park and to Tecorp for the Municipal Campus water tower painting project.
- Payroll monthly total for active employees including all funds - \$338,075 (2 payrolls). The average payroll for the year was \$160,692, which is a 9.70% increase from the prior fiscal year.
- Average daily outlay of cash for all Village funds for August: \$50,644. Average monthly cash outlay for all Village funds fiscal year to date (YTD): \$1,570,002. Daily average fiscal YTD: \$51,031. This is unusually high due to the three construction projects occurring.
- Average daily expenditures for the General Fund only: \$31,154. Fiscal YTD average is \$30,837 which is a 27.4% increase from the prior year. The increase is due to the General Fund transfers out to the LAFER Fund to cover the police department renovation, now that the bond proceeds have been exhausted.

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

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

- Sales tax receipts - \$345,478 up 3.15% from the prior year. Trending 7.9% over budget.
- Business District sales tax receipts - \$38,019. This is a new report that we began presenting last month which shows collections of the 1.0% sales tax collected in the Village's new business district. The revenue comes from only the Town Center side as only those businesses are currently open. 27.73% of the annual budget has been collected (and 33.33% of the fiscal year has been completed).
- Income Tax receipts - \$37,423 down 2.86% compared to the prior year, 9.1% under budget. The state of

Illinois is still one month in arrears in payments but should be caught up in September. The recent state legislation also includes a 10% reduction in income tax, which is about \$86,254.

- Utility tax receipts - \$79,315 down 3.33% from the prior year, 5.7% under budget, consisting of:
 - Telecomm tax - \$31,879 down 7.59%
 - Northern IL gas - \$6,175 up 9.05%
 - ComEd - \$41,261 down 2.78%
- Places of Eating Tax receipts - \$41,124 down 6.3% compared to the prior year, trending 3.3% under budget. A new restaurant, Mod Pizza, opened in late August to occupy the vacant space left by Pei Wei Asian Diner in the Town Center.
- Fines - \$20,048 up 28.84% compared with the prior year, 62.57% over budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$49,475 down 26.25% from the prior year receipts, trending 5.2% under budget. The Rt. 83/63rd St. intersection cameras are still down, however, new poles and new cameras have recently been erected and the cameras are being tested.
- Building Permit receipts - \$63,136 up 55.98% from the prior year, 217.24% above budget.
- Water sales receipts - \$335,018 down 2.12% from the prior year, 2.20% below budget.
- Hotel/Motel Tax receipts - \$27,346 up 5.05% compared with the prior year. The revenue is trending at 9.6% higher than budget. Three of the four hotels are open and active.
- Motor Fuel Tax receipts - \$19,740 up 2.84% compared with the prior year, 1.6% above budget.

Motion to approve the Monthly Disbursement reports and Revenue reports was made by Chairman Davi, seconded by Trustee Neal. Motion carried.

6. VISITOR'S BUSINESS

There were no visitors present at the meeting.

7. COMMUNICATIONS

Assistant to the Village Administrator Garrett Hummel gave an update on the status of the email migration to the cloud; this project, which was discussed at the committee meeting on June 12, was temporarily suspended while the police dept. renovation project was coming to a close and after the Village wide phone system was implemented. The cloud migration is expected to occur in the next 10-15 days. Hummel described how to access the current Village email and how the new platform will be nearly the same and will be accessible from various devices such as cell phones, desktops and tablets.

8. ADJOURNMENT

Motion to adjourn at 6:03 p.m. was made by Chairman Davi, seconded by Trustee Neal. Motion carried.

(Minutes transcribed by: Carrie Dittman, 9/12/2017)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, SEPTEMBER 5, 2017, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Commissioner Doug Stetina called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Lorraine Grimsby, Catherine Kaczmarek, Ronald Kanaverskis, Laurie Landsman, Carol Lazarski, Robert Pionke, and Doug Stetina.

ABSENT: At time of Roll Call: Chairman Richard Cobb.

Also present were Mayor Frank Trilla and Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JULY 11, 2017

The Commission reviewed the July 11, 2017 minutes.

MOTION: A Motion was made by Commissioner Grimsby and seconded by Commissioner Kaczmarek to approve the July 11, 2017 minutes as presented.

ROLL CALL VOTE: AYES: Commissioners Grimsby, Kaczmarek, Kanaverskis, Landsman, Lazarski, Pionke, and Stetina. NAYS: None. ABSENT: Chairman Cobb.

MOTION DECLARED CARRIED

4. REPORTS

a. Willow Pond Status Update

Interim Superintendent Fenske advised that the playground structure is finished. Work on the pavilion is almost completed. New benches, splash pads, and the concrete walkways are in. Drinking fountains will be installed on the new washroom building. The new parking lot was paved at the end of August.

Commissioner Stetina stated that he had concerns with the playground equipment that is closest to Plainfield Road. Interim Superintendent Fenske related that the Village is looking into placing some bushes or a fence as a barrier.

Commissioners had some issues with weeds growing in several areas around the park. Interim Superintendent Fenske advised that the DuPage County SWAP group will be out to pull weeds in the near future.

Commissioners asked about the naming rights of park amenities. Interim Superintendent Fenske stated that the Village does not currently have corporate naming policy. Interim Superintendent Fenske advised that he obtained information from other municipalities about this topic. Administrator Halik drafted a policy and brought the proposal to the Municipal Services Committee for review. The Committee expressed concerns; however, did recommend the policy to the Parks Commission. This policy is currently with the Village Attorney for his review. Mayor Trilla stated that as part of this policy, the Commission will need to decide what amenities will be named and where the recognition will be placed.

Interim Superintendent Fenske related that the sample policies he received indicated that in order to sponsor an amenity, the donor would have to pay at least half of the cost of the amenity. The sample policies also stated that the naming rights were only for a specific amount of years. Commissioner Kanaverskis suggested that instead of sponsoring a specific feature of the park, the donations should be for the park as a whole.

b. Master Plan Update – Kickoff Meeting, Focus Group

Interim Superintendent Fenske advised that Tod Stanton from Design Perspectives met with the Focus Group on August 2, 2017. Only two people were in attendance. They provided good feedback. Survey cards were sent to random residents. Mr. Stanton should have the survey results and provide a summary by the next Commission meeting.

c. CRC Update

Interim Superintendent Fenske provided a summary provided by Administrator Halik. At this time, there are no updates available. Fiscal Year 2017/18 Budget includes \$20,000 funding to address the conceptual design of the project. Since efforts had been focused on the police station renovation, nothing further has been done on the CRC planning. The prior conceptual planning that had been completed for the CRC had an estimated cost of renovations to be approximately \$2,844,538. The Mayor and Village Board concluded that the Village does not have this amount of available funding to complete the project. Administrator Halik's summary advised that the conceptual planning of the CRC will need to be revisited to lower project costs. Mayor Trilla stated that due to other issues going on with the Village at this time, this project will be put on hold.

***NOTE: Chairman Richard Cobb arrived at 7:34 p.m.

d. Back to School Bash – August 16th

Interim Superintendent Fenske related that due to bad weather, this event had to be moved indoors. The bounce houses had to be cancelled. The Village now has a \$700 credit with the bounce house company for future use. Chick-fil-A and Jimmy Johns provided food.

e. Park Status Update

Interim Superintendent Fenske advised that he conducted a safety maintenance check of all of the parks to identify maintenance related problems in the parks. Interim Superintendent Fenske stated that he found issues that included overgrown areas, dead branches, broken lights and benches, and replacing mulch. All problems were forwarded to the Public Works foreman, who had the repairs completed as time would allow. The only issues still to be completed is the resurfacing of the tennis courts and basketball courts and the fences at Community Park.

Interim Superintendent Fenske stated that fountains will be installed in Willow Pond and Prairie Trail Pond. The commissioners requested that the fountain at Willow Pond be lighted.

5. DISCUSSION – SPECIAL EVENT UPDATES/PLANNING:

a. Pumpkin Fest – Friday, October 27th

Interim Superintendent Fenske advised that the Pumpkin Fest will be held at Gower West Elementary School. A letter was sent to the Kiwanis Club for a donation for the taffy apples.

b. 41st Annual Holiday Party – December 17th

Interim Superintendent Fenske stated that he has inventoried supplies from last year. New decorations will need to be purchased this year.

Interim Superintendent Fenske related that it had been suggested last year for families to register. Interim Superintendent Fenske recommended that as families call the Village to register, they will need to provide an email address and he will email the family a ticket that would have their name listed and gift tickets. Commissioner Pionke suggested using EventBrite. They do not have a service charge for free events.

Interim Superintendent Fenske advised that for entertainment, he has information on a magician or a circus entertainer. He will get additional information and provide at the next meeting.

Interim Superintendent Fenske stated that he will be sending donation request letters to Willowbrook businesses and the Willowbrook/Burr Ridge Chamber of Commerce.

Interim Superintendent Fenske related that it was suggested last year that some gifts be purchased to address the older children. Suggestion was made to go to Five Below in Woodridge to purchase the older gifts.

c. Willow Pond Grand Opening

Chairman Cobb advised that after touring Willow Pond Park, there would be no way to host a grand opening event this year. Chairman Cobb suggested the first or second weekend in June of 2018.

d. Spring Fling – Sunday, May 6, 2018

Interim Superintendent Fenske stated that there is a need for a new race director. Commissioner Pionke and Commissioner Kaczmarek agreed to co-chair the event. The commissioners stated that responses from the race and community fair were good. Mayor Trilla advised that all vendors really like the tent.

Mayor Trilla stated that the petting zoo was not a big hit last year and the Commission should look for a different attraction. Mayor Trilla suggested having a stage and live music.

Commissioner Kaczmarek suggested tying in the new micro-brewery into the race. Comments were made that at other races, runners like to have a beer and add carbs back into their bodies.

6. VISITORS' BUSINESS

None presented.

7. COMMUNICATIONS

Commissioner Pionke questioned if there was still a vacancy in the Parks and Recreation Commission. He advised that he has someone interested. Mayor Trilla requested that this person's information be forwarded to him.

8. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Lazarski to adjourn the meeting at the hour of 8:45 p.m.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kaczmarek, Kanaverskis, Landsman, Lazarski, Pionke, and Stetina. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____, October 3, 2017

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

PUBLIC SAFETY COMMITTEE MINUTES 9-11-2017

MINUTES OF THE REGULAR MEETING OF THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD SEPTEMBER 11TH, 2017 AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS.

CALL TO ORDER

The meeting was called to order by Chairman Kelly at 5:30 pm.

ROLL CALL

In attendance were: Chairman Trustee Terrence Kelly, Village Trustee Sue Berglund and Police Chief Robert Pavelchik.

1. REVIEW AUGUST 14TH, 2017 PUBLIC SAFETY COMMITTEE MEETING MINUTES.
A Motion to approve the August 14, 2017 minutes was made by Trustee Berglund, seconded by Chairman Kelly; there were no additions, corrections or deletions to the minutes. The motion was unanimously approved by voice vote.
2. REVIEW WEEKLY PRESS RELEASES – INFORMATION.
The Committee members reviewed the weekly press releases for the past 4 weeks.
3. REVIEW OVERTIME REPORT FOR 07/17/2017 – 08/13/2017 - INFORMATION.
The Committee members reviewed the overtime report.
4. REVIEW MONTHLY EXPENDITURE REPORT FOR AUGUST 2017 – INFORMATION.
The Committee members reviewed the monthly expenditure report. Chief Pavelchik pointed out that the #401 account in the budget was being used for new building materials but it also had over \$30,000 in discretionary funds for potential body cameras.
5. REVIEW MONTHLY OFFENSE SUMMARY REPORT FOR AUGUST 2017 - INFORMATION.
The Committee members reviewed the August 2017 offense summary report with no questions.

6. DISCUSSION ITEMS

- Accreditation Plan: *Chief Pavelchik explained that CALEA assessors have been pushed back 6 months to January 2018 as the Department was not ready in August 2017 for review. The Chief also explained that he thought the LEXIPOL policy system would provide better policy training for the Department. Chairman Kelly asked the Chief to try and figure the hours being spent by the Chief, Deputy Chief and Accreditation Manager in an effort to complete the CALEA review. He also asked if we should move to the Illinois Chiefs Association accreditation program now rather than spent time and money completing the CALEA re-accreditation.*
- Evidence record system: *Chief Pavelchik explained to the Committee the potential need to purchase an evidence tracking system to better maintain our property control. Currently our records management system CAPERS offers an evidence tracking system but CAPERS will be going away when the new DuPage County Justice Information System (DuJIS) goes into place in 2018/2019. An alternative evidence program named "the Beast" is used extensively in the county and will interface with the new DuJIS program. A purchasing decision might be coming forward in the next few months.*

7. * VISITOR'S BUSINESS (Public comment is limited to three minutes per person).
There were no visitors present to comment.

8. ADJOURNMENT

A motion to adjourn was made by Trustee Berglund, seconded by Chairman Kelly; the motion carried by voice vote and the meeting was adjourned at 5:56 pm.

NEXT MEETING SCHEDULED OCTOBER 9TH, 2017, AT 5:30 P.M.