

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, JUNE 25, 2018, 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. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Special Board Meeting - June 19, 2018 (APPROVE)
 - c. Warrants - \$404,986.81 (APPROVE)
 - d. Ordinance - An Ordinance Providing for the Declaration of the General Prevailing Rate of Hourly Wages for the Year 2018 to be Paid to Laborers, Mechanics and Other Workers Performing Construction of Public Works within the Village of Willowbrook, DuPage County, Illinois (PASS)
 - e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Conduct Both an Organic Based Blended and an Organic/Natural Turf Care Program for the 2017/18 Lawn Care Season - Pure Prairie Organics (ADOPT)
 - f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Convert the Village Water Distribution System from Chlorine Gas Disinfection to Sodium Hypochlorite Disinfection - Smith Ecological Systems (SES) Company (ADOPT)
 - g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute a Certain Contract - Fence Repairs/Replacements at Various Park Properties - Between the Village of Willowbrook and Peerless Fence (ADOPT)
 - h. Resolution - A Resolution Adopting the DuPage County Natural Hazards Mitigation Plan (ADOPT)

- i. Motion - Board Advice and Consent of Mayor's Appointment of Mark L. Astrella as a Member of the Board of Police Commissioners (BOPC) (PASS)
- j. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)

NEW BUSINESS

6. RESOLUTION - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND AZAVAR AUDIT SOLUTIONS, INC.

PRIOR BUSINESS

- 7. COMMITTEE REPORTS
- 8. ATTORNEY'S REPORT
- 9. CLERK'S REPORT
- 10. ADMINISTRATOR'S REPORT
- 11. MAYOR'S REPORT
- 12. CLOSED SESSION:
 - a) Consideration of the Employment of a Specific Village Employee in Accordance with 5 ILCS 120/2(c)(1)
- 13. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON TUESDAY, JUNE 19, 2018 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 3:00 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, Terrance Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: None

Also present were Village Attorney Brian Baugh, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Chief Lauren Kaspar, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Clerk Stuchl 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 - June 11, 2018 (APPROVE)

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 Davi 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. ORDINANCE - AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN ROUTE 83 & PLAINFIELD ROAD, LLC AND THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Administrator Halik related that the Illinois Department of Transportation is requiring that the Village serve as applicant for the highway permit to complete the improvements along Route 83. This required that the current Redevelopment Agreement be amended to include the necessary provisions to complete the work. The Village will serve as the permit applicant on the project; however, the contractor will be hired by the developer.

Administrator Halik advised that the agreement includes:

- The Village will provide a financial incentive of approximately \$3.15 million plus interest over 20 years towards the project. The total incentive amount is capped at \$5 million. Annual payments will be expended from the revenue received through the 1% Business District sales tax.
- The Village will agree to serve as the IDOT permit applicant once an irrevocable Letter of Credit in the amount equal to 110% of the probable costs is received from the developer.

Once the IDOT permit is issued, along with the DuPage County Department of Transportation permit, road work should begin in the next week. Once roadwork and temporary signals are installed, possible phased opening of the stores should begin in late August.

Trustee Berglund questioned if the 110% Letter of Credit will be enough funds to cover costs if necessary. Administrator Halik responded that it should be more than enough to cover the costs.

Trustee Mistele questioned if the Village Engineer has reviewed the road work project. Administrator Halik stated that they have.

MOTION: Made by Trustee Davi and seconded by Trustee Kelly to pass Ordinance No. 18-0-17 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 Mistele related his opinion pertaining to the recent Gun Club court ruling and development application.

Trustee Kelly had no report.

Trustee Berglund had no report.

Trustee Davi rebutted Trustee Mistele's comments in reference to the Gun Club application.

Trustee Oggerino had no report.

8. ATTORNEY'S REPORT

Attorney Baugh had no report.

9. CLERK'S REPORT

Clerk Hansen had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halik thanked all of the Village officials and Village Attorney for their work involving the Pete's Fresh Market Process.

11. MAYOR'S REPORT

Mayor Trilla advised that he had attended the Hinsdale School District 86 Board meeting last night. Mayor Trilla related that the School Board approved the elimination of the buffer zone between Hinsdale Central and Hinsdale South High Schools.

12. CLOSED SESSION

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

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13. ADJOURNMENT

MOTION: Made by Trustee Kelly and seconded by Trustee Davi, to adjourn the Special Meeting at the hour of 6:50 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.

June 25, 2018.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

JUNE 25, 2018

GENERAL CORPORATE FUND	-----	\$151,507.49
WATER FUND	-----	162,840.42
HOTEL/MOTEL TAX FUND	-----	2,310.00
SSA ONE BOND & INTEREST FUND	-----	81,112.50
L.A.F.E.R FUND	-----	868.50
RT 83/PLAINFIELD RD BUSINESS DISTRICT	-----	6,347.90
 TOTAL WARRANTS	-----	 \$404,986.81

Carrie Dittman, Director of Finance

c.d.

APPROVED:

Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/13/2018	APCH	92507	MADCANVASES LLC	COMMODITIES	670-331	30	225.00
06/26/2018	APCH	92510	ADOBE SYSTEMS INC	EDP EQUIPMENT/ SOFTWARE	640-212	30	1,798.80
06/26/2018	APCH	92511	AIRGAS USA LLC	EQUIPMENT RENTAL	750-290	35	82.97
06/26/2018	APCH	92512	ALL AMERICAN PAPER COMPANY	MAINTENANCE - PW BUILDING	725-418	35	139.92
06/26/2018	APCH	92513	AMERICAN FIRST AID SERVICE INC	OPERATING EQUIPMENT	630-401	30	28.80
06/26/2018	APCH	92514	ARROWHEAD SCIENTIFIC INC	OPERATING EQUIPMENT	630-401	30	216.05
06/26/2018	APCH	92516	AVI SYSTEMS, INC	PEG CHANNEL EQUIPMENT	485-642	10	10,143.00
06/26/2018	APCH	92517	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00
06/26/2018	APCH	92518#	BLACKMAGIC SEALCOATING INC	MAINTENANCE - BUILDING CONTRACTED MAINTENANCE	466-228 570-281	10 20	1,182.00 5,279.00
				CHECK APCHK 92518 TOTAL FOR FUND 01:			6,461.00
06/26/2018	APCH	92519	BS & A SOFTWARE	EDP PERSONNEL TRAINING	815-305	40	1,450.00
06/26/2018	APCH	92520	BUTTREY RENTAL SERVICE, INC.	STREET & ROW MAINTENANCE	750-328	35	140.80
06/26/2018	APCH	92521	CAR REFLECTIONS	OPERATING EQUIPMENT	630-401	30	730.00
06/26/2018	APCH	92522	CAROLINE DITTMAN	FUEL/MILEAGE/WASH	610-303	25	10.79
06/26/2018	APCH	92523	CERVANTES DESIGN	MAINTENANCE - PW BUILDING	725-418	35	4,787.00
06/26/2018	APCH	92524	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	510-302	15	151.84
06/26/2018	APCH	92525	CHICAGO TRIBUNE	PRINTING & PUBLISHING	455-302	10	23.49
06/26/2018	APCH	92526#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	425.89
				FEES - ENGINEERING	720-245	35	996.59
				FEES - ENGINEERING	720-245	35	110.00
				FEES - ENGINEERING	720-245	35	110.00
				FEES - ENGINEERING REIMB.	820-245	40	110.00
				FEES - DRAINAGE ENGINEER REIMB.	820-246	40	450.00
				FEES - DRAINAGE ENGINEER	820-246	40	2,125.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				FEES - DRAINAGE ENGINEER REIMB.	820-246	40	110.00
				FEES - DRAINAGE ENGINEER	820-246	40	110.00
				PLAN REVIEW - DRAINAGE ENGINEER - REI	820-259	40	1,454.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	1,837.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	110.00
				CHECK APCHK 92526 TOTAL FOR FUND 01:			<u>7,948.48</u>
06/26/2018 APCH 92527 CINTAS FIRST AID & SAFETY							
				OPERATING EQUIPMENT	630-401	30	1,023.71
				OPERATING EQUIPMENT	630-401	30	2,299.30
				CHECK APCHK 92527 TOTAL FOR FUND 01:			<u>3,323.01</u>
06/26/2018 APCH 92528 CITY WIDE OF ILLINOIS							
				MAINTENANCE - BUILDING	466-228	10	2,725.23
				MOSQUITO ABATEMENT	760-259	35	6,520.00
06/26/2018 APCH 92530*# COMMONWEALTH EDISON							
				RED LIGHT - COM ED	630-248	30	49.20
				RED LIGHT - COM ED	630-248	30	48.67
				RED LIGHT - COM ED	630-248	30	41.33
				ENERGY - STREET LIGHTS	745-207	35	559.16
				ENERGY - STREET LIGHTS	745-207	35	418.93
				ENERGY - STREET LIGHTS	745-207	35	47.84
				CHECK APCHK 92530 TOTAL FOR FUND 01:			<u>1,165.13</u>
06/26/2018 APCH 92531 CONNOR HECKER							
				UNIFORMS	710-345	35	77.74
06/26/2018 APCH 92533 CYNTHIA STUCHI							
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	15.14
06/26/2018 APCH 92534 DENNIS KOWSKI							
				SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	105.00
06/26/2018 APCH 92535# DISCOVERY BENEFITS SIMPLIFY							
				EMP DED PAY - FSA FEE	210-221	00	26.40
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	23.60
				CHECK APCHK 92535 TOTAL FOR FUND 01:			<u>50.00</u>
06/26/2018 APCH 92536 DON MARTINA							
				SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	175.00
06/26/2018 APCH 92537# DUPAGE MAYORS AND MGRS. CONF.							
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	60.00
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	70.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	356.56
				FEES/DUES/SUBSCRIPTIONS	455-307	10	8,564.40
				CHECK APCHK 92537 TOTAL FOR FUND 01:			<u>9,050.96</u>
06/26/2018	APCH	92540	FENSKO JOHN	SPECIAL EVENT - PARK OPENING	585-156	20	215.93
06/26/2018	APCH	92541	FIRESTONE TIRE & SERVICE	MAINTENANCE - VEHICLES	630-409	30	359.36
06/26/2018	APCH	92542	FOREMOST PROMOTIONS	COMMODITIES	670-331	30	882.50
				COMMODITIES	670-331	30	896.35
				COMMODITIES	670-331	30	87.00
				CHECK APCHK 92542 TOTAL FOR FUND 01:			<u>1,865.85</u>
06/26/2018	APCH	92543	GATEWAY SRA	FAMILY SPECIAL EVENT - RACE	585-154	20	1,250.00
06/26/2018	APCH	92544	GRIFFIN CROWDER	SPECIAL EVENT - PARK OPENING	585-156	20	300.00
06/26/2018	APCH	92545*	H AND R CONSTRUCTION INC.	STREET & ROW MAINTENANCE	750-328	35	4,600.00
				STREET & ROW MAINTENANCE	750-328	35	2,617.00
				CHECK APCHK 92545 TOTAL FOR FUND 01:			<u>7,217.00</u>
06/26/2018	APCH	92546#	HANSON LANDSCAPE DESIGN	CONTRACTED MAINTENANCE	570-281	20	4,784.91
				ROUTE 83 BEAUTIFICATION	755-281	35	4,243.22
				CHECK APCHK 92546 TOTAL FOR FUND 01:			<u>9,028.13</u>
06/26/2018	APCH	92547*	HINSDALE NURSERIES, INC.	PARK LANDSCAPE SUPPLIES	565-341	20	1,067.00
				BUILDING MAINTENANCE SUPPLIES	466-351	10	9.84
				BUILDING MAINTENANCE SUPPLIES	466-351	10	97.95
				BUILDING MAINTENANCE SUPPLIES	466-351	10	10.98
				BUILDING MAINTENANCE SUPPLIES	466-351	10	7.92
				BUILDING MAINTENANCE SUPPLIES	466-351	10	39.97
				BUILDING MAINTENANCE SUPPLIES	466-351	10	(7.97)
				MAINTENANCE SUPPLIES	570-331	20	12.91
				MAINTENANCE SUPPLIES	570-331	20	(89.91)

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/26/2018	APCH	92549	HR SIMPLIFIED	CHECK APCHK 92548 TOTAL FOR FUND 01:			81.69
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	570.68
06/26/2018	APCH	92550	ILL. MUNICIPAL LEAGUE	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	35.00
06/26/2018	APCH	92551	ILL. NOTARY DISCOUNT BONDING	FEES/DUES/SUBSCRIPTIONS	455-307	10	53.95
06/26/2018	APCH	92552	ILL. NOTARY DISCOUNT BONDING	FEES/DUES/SUBSCRIPTIONS	630-307	30	53.95
06/26/2018	APCH	92553	ILLINOIS AUDIO PRODUCTIONS INC	PHONE - TELEPHONES	455-201	10	300.00
06/26/2018	APCH	92554	J & H DECOR	PUBLIC RELATIONS	475-365	10	110.00
06/26/2018	APCH	92555	JSN INDUSTRIES USA INC	SPECIAL EVENT - PARK OPENING	585-156	20	145.00
06/26/2018	APCH	92556	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
06/26/2018	APCH	92557#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	132.99
				COPY SERVICE	455-315	10	90.18
				COPY SERVICE	630-315	30	43.73
				COPY SERVICE	630-315	30	325.54
				COPY SERVICE	630-315	30	52.17
CHECK APCHK 92557 TOTAL FOR FUND 01:							
06/26/2018	APCH	92558	L-3 MOBILE-VISION INC	MAINTENANCE - VEHICLES	630-409	30	2,594.00
06/26/2018	APCH	92559	LA FASTENERS INC	STREET & ROW MAINTENANCE	750-328	35	10.80
06/26/2018	APCH	92560	LARY DENZ	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	157.50
06/26/2018	APCH	92561*#	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	7,323.48
06/26/2018	APCH	92562	LONG ARMS LLC	AMMUNITION	630-346	30	130.00
06/26/2018	APCH	92563	LORI RINELLA	UNIFORMS	630-345	30	159.35
06/26/2018	APCH	92564	LYNN FREY	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	192.50
06/26/2018	APCH	92565	MAIL/FINNANCE	POSTAGE & METER RENT	455-311	10	408.24
06/26/2018	APCH	92566	MARK CAPOSIENO	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	140.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
06/26/2018	APCH	92567	MARQUARDT PRINTING CO.	OFFICE SUPPLIES	810-301	40		64.00
06/26/2018	APCH	92568	MEL KREJCI	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20		100.00
06/26/2018	APCH	92569	MIDCO	PHONE - TELEPHONES	455-201	10		234.00
06/26/2018	APCH	92570	MOTOROLA SOLUTIONS INC	PHONE - TELEPHONES	630-201	30		68.00
06/26/2018	APCH	92571#	NICOR GAS	NICOR GAS (825 MIDWAY)	570-235	20		305.42
				NICOR GAS	725-415	35		164.02
				CHECK APCHK 92571 TOTAL FOR FUND 01:				469.44
06/26/2018	APCH	92572	NORTHWESTERN UNIVERSITY	FEES/DUES/SUBSCRIPTIONS	630-307	30		23.00
06/26/2018	APCH	92573	OCCUPATIONAL HEALTH CENTERS	WELLNESS	480-276	10		113.00
06/26/2018	APCH	92574	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10		95.67
06/26/2018	APCH	92575	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30		350.00
06/26/2018	APCH	92576#	RAGS ELECTRIC, INC	MAINTENANCE - BUILDING	466-228	10		464.01
				LANDSCAPE MAINTENANCE SERVICES	565-342	20		105.50
				CONTRACTED MAINTENANCE	570-281	20		422.00
				BUILDING CONSTR & REMODEL	635-288	30		1,733.32
				MAINTENANCE - PW BUILDING	725-418	35		916.51
				MAINTENANCE - STREET LIGHTS	745-223	35		1,811.68
				MAINTENANCE - STREET LIGHTS	745-223	35		133.00
				CHECK APCHK 92576 TOTAL FOR FUND 01:				
06/26/2018	APCH	92577	RAY ALLEN MANUFACTURING LLC	K-9 PROGRAM	650-340	30		242.96
06/26/2018	APCH	92578	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30		199.96
				UNIFORMS	630-345	30		202.46
				UNIFORMS	630-345	30		139.98
				UNIFORMS	630-345	30		89.98
				OPERATING EQUIPMENT	630-401	30		44.99
				CHECK APCHK 92578 TOTAL FOR FUND 01:				677.37
06/26/2018	APCH	92579	RICK ROCK	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20		105.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/26/2018	APCH	92580	ROCK VALLEY PUBLISHING LLC	PRINTING & PUBLISHING	550-302	20	495.00
06/26/2018	APCH	92581#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
				PHONE - TELEPHONES	630-201	30	65.76
				CHECK APCHK 92581 TOTAL FOR FUND 01:			131.52
06/26/2018	APCH	92582	SCUKANEC GEORGE	SPECIAL EVENT - PARK OPENING	585-156	20	52.55
06/26/2018	APCH	92583#	STAPLES	OFFICE SUPPLIES	455-301	10	0.51
				COMMISSARY PROVISION	455-355	10	97.44
				OFFICE SUPPLIES	810-301	40	64.82
				CHECK APCHK 92583 TOTAL FOR FUND 01:			162.77
06/26/2018	APCH	92584	STERLING CODIFIERS INC.	CODIFY ORDINANCES	455-266	10	770.00
				CODIFY ORDINANCES	455-266	10	1,815.00
				CHECK APCHK 92584 TOTAL FOR FUND 01:			2,585.00
06/26/2018	APCH	92585	STETTINA DOUGLAS & FRAN	SPECIAL EVENT - PARK OPENING	585-156	20	56.97
06/26/2018	APCH	92586	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE SUPPLIES	570-331	20	26.00
06/26/2018	APCH	92587	SUNSET SEWER & WATER	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,472.40
06/26/2018	APCH	92588	T.P.I.	CONSULTING SERVICES	815-306	40	9,945.00
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	168.00
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	11,130.00
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	4,602.22
				PART TIME - INSPECTOR	830-109	40	3,150.00
				PLUMBING INSPECTION REIMB	830-115	40	405.00
				CHECK APCHK 92588 TOTAL FOR FUND 01:			29,400.22
06/26/2018	APCH	92589*	TAMING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	3,665.50
				STREET & ROW MAINTENANCE	750-328	35	3,204.75
				CHECK APCHK 92589 TOTAL FOR FUND 01:			6,870.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/26/2018	APCH	92590*	TAMELING INDUSTRIES	LANDSCAPE MAINTENANCE SERVICES STREET & ROW MAINTENANCE TREE MAINTENANCE	565-342 750-328 750-338	20 35 35	27.00 13.50 27.00
				CHECK APCHK 92590 TOTAL FOR FUND 01:			67.50
06/26/2018	APCH	92591#	TEMPERATURE ENGINEERING INC	MAINTENANCE - BUILDING MAINTENANCE - PARK BUILDINGS - HVAC MAINTENANCE - BUILDINGS - HVAC MAINTENANCE - GARAGE	466-228 570-228 630-228 725-413	10 20 30 35	471.88 471.87 471.88 471.87
				CHECK APCHK 92591 TOTAL FOR FUND 01:			1,887.50
06/26/2018	APCH	92592	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	154.35
06/26/2018	APCH	92593	ULINE	PRINTING & PUBLISHING	630-302	30	88.45
06/26/2018	APCH	92594	UNDERGROUND PIPE & VALVE, CO.	STREET & ROW MAINTENANCE STREET & ROW MAINTENANCE STORM WATER IMPROVEMENTS MAINTENANCE	750-328 750-328 750-381	35 35 35	1,053.00 721.56 1,079.41
				CHECK APCHK 92594 TOTAL FOR FUND 01:			2,853.97
06/26/2018	APCH	92595	UNIFIRST	MAINTENANCE - FW BUILDING	725-418	35	94.79
06/26/2018	APCH	92596	UNITED RENTALS INC	STREET & ROW MAINTENANCE	750-328	35	640.00
06/26/2018	APCH	92597*	VERIZON WIRELESS	PHONE - TELEPHONES PHONE - TELEPHONES PHONE - TELEPHONES TELEPHONES TELEPHONES	410-201 455-201 630-201 710-201 810-201	05 10 30 35 40	55.90 21.97 1,036.30 179.37 93.20
				CHECK APCHK 92597 TOTAL FOR FUND 01:			1,386.74
06/26/2018	APCH	92598	WAREHOUSE DIRECT	OFFICE SUPPLIES OFFICE SUPPLIES OPERATING SUPPLIES OPERATING EQUIPMENT	630-301 630-301 630-331 630-401	30 30 30 30	109.99 30.85 199.66 114.06

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/26/2018	APCH	92599#	WESTOWN AUTO SUPPLY COMPANY	OPERATING EQUIPMENT	630-401	30	194.94
				OPERATING EQUIPMENT	630-401	30	54.10
				OPERATING EQUIPMENT	630-401	30	14.15
				CHECK APCHK 92598 TOTAL FOR FUND 01:			<u>717.75</u>
06/26/2018 APCH 92599# WILLOWBROOK CURRENCY EXCHANGE							
06/26/2018	APCH	92600	WILLOWBROOK CURRENCY EXCHANGE	BUILDING MAINTENANCE SUPPLIES	466-351	10	31.50
06/26/2018	APCH	92601	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	735-409	35	49.65
				MAINTENANCE - VEHICLES	735-409	35	21.30
				MAINTENANCE - VEHICLES	735-409	35	28.02
				CHECK APCHK 92599 TOTAL FOR FUND 01:			<u>130.47</u>
06/26/2018 APCH 92600 WILLOWBROOK FORD INC.							
				MAINTENANCE - VEHICLES	630-409	30	110.85
				MAINTENANCE - VEHICLES	630-409	30	359.81
				Total for fund 01 GENERAL FUND			<u>151,507.49</u>

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
06/13/2018	APCH	92509	TREASURER, STATE OF ILLINOIS		FEES DUES SUBSCRIPTIONS	401-307	50	10.00
06/26/2018	APCH	91 (E)	DUPAGE WATER COMMISSION		PURCHASE OF WATER	420-575	50	154,379.94
06/26/2018	APCH	92515	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS		430-276	50	631.50
06/26/2018	APCH	92530*#	COMMONWEALTH EDISON		ENERGY - ELECTRIC PUMP	420-206	50	477.12
06/26/2018	APCH	92532	CORE & MAIN LP		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	841.02
06/26/2018	APCH	92538	EAST JORDAN IRON WORKS, INC.		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	732.07
06/26/2018	APCH	92545*#	H AND R CONSTRUCTION INC.		WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,125.00
06/26/2018	APCH	92589*#	TAMELING GRADING		WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	905.50
06/26/2018	APCH	92590*#	TAMELING INDUSTRIES		WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	464.40
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	94.50
					CHECK APCHK 92590 TOTAL FOR FUND 02:			568.90
06/26/2018	APCH	92597*#	VERIZON WIRELESS		PHONE - TELEPHONES	401-201	50	179.37
					Total for fund 02 WATER FUND			162,840.42

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 03 HOTEL/MOTEL TAX FUND							
06/26/2018	APCH	92547*	HINSDALE NURSERIES, INC.	LANDSCAPE BEAUTIFICATION	435-316	53	2,310.00
Total for fund 03 HOTEL/MOTEL TAX FUND							2,310.00

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 06	SSA ONE BOND & INTEREST FUND				BOND INTEREST EXPENSE	550-402	60	81,112.50
06/13/2018	APCH	92508	MB FINANCIAL BANK		Total for fund 06 SSA ONE BOND & INTEREST FUND			81,112.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
06/26/2018	APCH	92547*	HINSDALE NURSERIES, INC.	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	1,522.50
				POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	(654.00)
				CHECK APCHK 92547 TOTAL FOR FUND 14:			868.50
				Total for fund 14 LAND ACQUISITION, FACILITY, E			868.50

Check Date Bank Check # Payee

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DB: willowbrook

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
06/26/2018	APCH	92539	EHLERS & ASSOCIATES INC	CONSULTANTS-DESIGN & OTHER	510-232	15	840.00
				CONSULTANTS-DESIGN & OTHER	510-232	15	360.00
				CHECK #APCH 92539 MORTAL FUND 15.			1 200.00

06/26/2018	APCH	92561*#	LAW OFFICES	STORINO RAMELLO&DURK	LEGAL FEES	401-242	15	5,147.90
						Total for fund 15 RT 83/PLAINFIELD RD BUSINESS		6,347.90

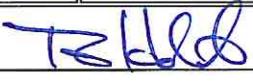
* - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
- INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Providing for the Declaration of the General Prevailing Rate of Hourly Wages for the Year 2018 to be Paid to Laborers, Mechanics and Other Workers Performing Construction of Public Works within the Village of Willowbrook, DuPage County, Illinois

AGENDA NO. 5d**AGENDA DATE:** 6/25/18**STAFF REVIEW:** Tim Halik, Village Administrator**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastain, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

N/A

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

Under Illinois State Statute, each municipality must investigate and ascertain the prevailing rates of wages paid in the completion of public works projects and post or make available its determination of such prevailing wages. The attached schedule of rates provided by the Illinois Department of Labor (IDOL), when passed through a local ordinance, satisfies the statutory requirement.

Once the ordinance is passed, a certified copy must be provided to the Office of the Illinois Department of Labor. In addition, the ordinance must be promptly published in a local newspaper.

ACTION PROPOSED:

The Village staff recommends that the Mayor and Board of Trustees pass the attached ordinance adopting the Illinois Department of Labor's September 2017 Prevailing Wage Rates, which are the most current, for DuPage County pursuant to the Prevailing Wage Law.

ORDINANCE NO. 18-0-_____

AN ORDINANCE PROVIDING FOR
THE DECLARATION OF THE GENERAL PREVAILING RATE
OF HOURLY WAGES FOR THE YEAR 2018
TO BE PAID TO LABORERS, MECHANICS AND
OTHER WORKERS PERFORMING CONSTRUCTION OF
PUBLIC WORKS WITHIN THE VILLAGE OF WILLOWBROOK
DUPAGE COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act [820 ILCS 130/0.01 et seq.] (the "Act"); and

WHEREAS, the Act requires that the Village of Willowbrook (the "Village") investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of Village employed in performing construction of public works for the Village.

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

Section 1. To the extent and as required by the Prevailing Wage Act, as amended, the general prevailing rate of wages in the locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of September 1, 2017. The Department of Labor of the State of

Illinois has determined that the prevailing rate of wages as determined for the month of September 1, 2017, are still in effect as of June 1, 2018, copies of those determinations being attached hereto and made a part hereof as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's September 1, 2017, determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act. Any new determination made by the Department of Labor shall be substituted for the previous determinations.

Section 2: For purposes of this Ordinance, landscape maintenance work shall be defined as the general maintenance of lawns and landscape, such as lawn mowing and grass cutting, tree and shrub pruning, the planting of annuals, grass seeding and fertilizing and herbicide application, and laying sod. Landscape maintenance work is not covered by the prevailing wage schedule promulgated by the Illinois Department of Labor, attached as Exhibit A, unless it is part of a construction project, as further defined in Section 3 below.

Section 3: For purposes of this Ordinance, landscape construction work is any and all work performed in connection with contracts for: (1) the original installation of any landscaping materials on any new construction projects; (2) landscaping done in

connection with any road, boulevard, street, highway, bridge, park, sewer or underground utility construction project; (3) lawn and landscape restoration where there has been construction involving trenches and manholes, pipes, cables and conduits; (4) the preparation and landscaping of approaches associated with construction involving shafts, tunnels, subways and sewers; (5) the landscaping of the old and new site where underpinning, lagging, bracing, propping and shoring has occurred; (6) landscaping associated with construction involving general excavation and grading and the general landscaping of sites of wrecked structures, and (7) the planting of trees and/or shrubs or the replacement of pre-existing trees and/or shrubs, the landscape construction work is covered by the prevailing wage schedule promulgated by the Illinois Department of Labor, attached as Exhibit A. Landscaping of all types performed by Village employees is excluded from coverage. Pruning of trees and replacement of trees that are planted as a replacement due to the removal of diseased or irreparably damaged trees or trees that constitute a hazard are excluded from coverage.

Section 4. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the Act.

Section 5. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office

of this Village this determination of such prevailing rate of wage.

Section 6. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file, their names and addresses requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 7. The Village Clerk shall promptly file, or cause to be filed, but not later than thirty (30) days after the effective date of this Ordinance, a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

Section 8. Within thirty (30) days of filing certified copies of this Ordinance with the Illinois Department of Labor, the Village Clerk shall cause to be published in a newspaper of general circulation within the area of the Village a notice of determination of prevailing wage as required by statute, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

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Section 9. This Ordinance shall be in full force and effect from and after its passage and approval in the matter provided by law.

PASSED and APPROVED this 25th day of June, 2018.

APPROVED:

Frank Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT A
DUPAGE COUNTY PREVAILING WAGE FOR 2018

Prevailing Wage rates for DuPage County effective Sept. 1, 2017		Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL			41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD			37.46	39.96	1.5	1.5	2	11.62	11.05	0.00	0.72
BOILERMAKER	ALL	BLD			48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD			45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL			46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL			44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FINSHER	ALL	BLD			53.55	58.55	1.5	1.5	2	10.65	21.13	0.00	0.65
COMMUNICATION TECH	ALL	BLD			53.55	58.55	1.5	1.5	2	10.65	21.13	0.00	0.61
ELECTRIC PWR EQMT OP	ALL	ALL			37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY			41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL			29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY			32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL			45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY			49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL			30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY			33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD			39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD			51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL			39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL			45.05	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD			42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD			50.50	53.00	1.5	1.5	2	12.12	12.98	0.00	0.72
IRON WORKER	E	ALL			47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL			45.61	49.25	2	2	2	11.52	22.65	0.00	0.61
LABORER	ALL	ALL			41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		37.56	39.06	1.5	1.5	2	7.68	8.95	1.85	0.46
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.68	17.85	0.00	2.14
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28

ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	15.88	0.00	0.88
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanlonyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapul; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Travelling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine; Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screeed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Rollier, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver, Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks, A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman, Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Carts and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Carts and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic-Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will, upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO CONDUCT BOTH AN ORGANIC BASED BLENDED AND AN ORGANIC/NATURAL TURF CARE PROGRAM FOR THE 2018/19 LAWN CARE SEASON – PURE PRAIRIE ORGANICS		AGENDA NO. 5e AGENDA DATE: <u>6/25/18</u>
STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: 	
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>	
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: 	
REVIEWED & APPROVED BY MUNI. SERV. COMMITTEE: YES <input checked="" type="checkbox"/> on June 11, 2018 NO <input type="checkbox"/> N/A <input type="checkbox"/>		
REVIEWED & APPROVED BY PARKS & REC. COMMISSION: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>		
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY) <p>In April of 2015, staff received concerns from a Village resident regarding the use of chemical herbicides, pesticides, and fertilizers within park properties. The resident lives adjacent to one of the Village parks and feels the frequencies of treatments were excessive resulting in overuse of the chemicals which can cause a health risk. He was invited to share the information that he referenced as part of a larger discussion on the issue at the May 11, 2015 regular meeting of the Municipal Services Committee. The resident did attend the meeting, shared relevant information on the topic and raised concerns including proper conditions for applications, frequency of applications, the propensity for lawn care companies to oversell their programs for profit, and the health risks to children and pets being exposed to lawn care chemicals. Although the Village had already entered into a contract with a lawn care provider for the 2015/16 season, the Committee directed staff to research this subject further and make recommendations to both the Municipal Services Committee and Park & Recreation Commission pertaining to more environmentally friendly methods to properly maintain turf areas in parks and Village right-of-ways in the future.</p>		
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.) <p>Prior Administrative Intern Tiffany Kolodziej was assigned the task of researching this topic further. Her research led to the consideration of organic lawn care treatment options and meetings with vendors that provide such treatments. On April 25, 2016, the Village Board accepted a proposal from Pure Prairie Organics, Joliet, to conduct both an organic based blended and an organic/natural turf care program (at Borse Community Park) for Village owned properties in 2016. At the time the proposal was accepted, it was understood that the transition from a chemical-based program to an organic/blended type turf care program would likely extend past a single season.</p> <p>On December 6, 2016, after the completion of the first transition season, the Parks & Recreation Commission discussed the program. It was noted at that time that no negative comments were received in reference to the results, and that there was no discernable difference between the chemically treated areas and the organically treated areas. Therefore, the recommendation was to continue the organic based turf care program, and the results will continue to be monitored. The vendor, Pure Prairie Organics, has provided a proposal for July 1, 2018 through April 30, 2018 (a shortened season due to delays in obtaining the proposal) for the amount of \$15,256, which represents no rate increase from last year's prices.</p>		
ACTION PROPOSED: Adopt Resolution.		

RESOLUTION NO. 18-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
ACCEPT A PROPOSAL TO CONDUCT BOTH AN ORGANIC BASED
BLENDED AND AN ORGANIC/NATURAL TURF CARE PROGRAM FOR
THE 2018/19 LAWN CARE SEASON – PURE PRAIRIE ORGANICS

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 Pure Prairie Organics to conduct both an organic based
blended and an organic/natural turf care program for the 2018/19 lawn care season for the
amount of \$15,256, as set forth in the proposal attached hereto as Exhibit "A" which is, by this
reference, expressly incorporated herein.

ADOPTED and APPROVED this 25th day of June, 2018

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"



2405 Essington Road #61
Joliet IL, 60435
630-777-2600
Chris Burisek

RECEIVED

JUN 19 2018

VILLAGE OF
WILLOWBROOK

We want to improve the soil season after season and year after year so we can move in the direction of less chemical fertilizers and less pesticides and we'll create a healthier environment for everyone in and around the Village of Willowbrook.

Most of the Village Parks will be on our 4 visit Organic Based Blended Program.
EXCLUDING BORSE Memorial Community Park - which will be on our 4 visit
Organic/Natural Program.

(Early Summer, Late Summer, Early Fall and Late Fall)

Early Summer - Late Fall applications will be spaced apart about 5 weeks

Organic Based Blended Program for most parks will continue with:

Kelp (12-0-6), Compost Tea and Weed Control Mixture. Liquid Product

**Low Odor Triplet SF, common liquid weed control will be used throughout the year*

Applied by Perma Green (Spreader/Sprayer Machine)

The Borse Memorial Community Park will continue with our

*Organic/Natural Program getting our Blend of liquid Compost Tea and
Liquid blend of Kelp, Humic Acids, Fulvic Acids and Amino Acids*

Applied by Perma Green (Spreader/Sprayer Machine)--

Roadside Rights of Way, Medians, and Specified Facilities will be on our 2 visit
Organic Based Blended Program.

(Early Summer and Early Fall)

Our visits will be timed with Mother Nature (rain and temperature) and when the weeds are most effectively controlled.

Organic Based Blended Program for Roadside Rights of Way, Medians, and Specified Facilities

Kelp (12-0-6), Compost Tea and Weed Control Mixture. Liquid Product

**Low Odor Triplet SF, common liquid weed control will be used throughout the year (spot treatment)*

Applied by Perma Green (Spreader/Sprayer Machine and 200 gallon Lesco spray tanks and 300 ft hose sprayer

Proposed Cost: \$15,256.00



Our mixture is a natural composition of compost tea, organic acids, amino acids, fulvic acids, humic acids and kelp. This aids in soil composition and health, increasing microbial activity in the soil. Microbes consist of a variety of beneficial fungi and bacteria within the soil. Their balanced microbial activity breaks down organic and non-organic matter in the soil, to which their by-product acts as a natural nutrient. Mycorrhizal fungi aids in root health and development. They grow/live one step ahead of the root system. They create an environment for the roots to thrive and grow well.

Healthy, microbial activity increases the soil's natural ability to ward off undesirable pests such as grubs. One of the ideas behind organic/natural lawn care is to create a deep and extensive root system so that when and if grubs are present and they start feeding on and near the root system it is healthy enough to withstand some insect activity... similar to someone being very healthy with a strong immune system and being around someone that may be sick. If someone is healthy and has a strong immune system they may not get the "bug" that the other person has. That does not mean it can't be damaged by grubs... but it's less likely to be damaged similar to someone less likely to get sick from a "bug" carried by some close to them.

Another idea behind organic/natural lawn care is to make the cell wall thicker than the typical chemically fed grass or trees/shrubs. If a cell wall (skin) is healthy and thick and certain insects (sod webworms in the lawn or Japanese Beetles in trees/shrubs) come to feed and they are trying to eat the grass blades or leaves of a tree/shrub but they are a bit thicker and crunchier they may go elsewhere to feed on a weaker food source. They'll be like "the heck with this... let's go someplace else". Similar to a person wanting a snack and picking a tasty salty easy to eat potato chip that's of no benefit to their body/health instead of a healthy homemade crunchy quinoa cracker full of good stuff.

Many times I relate the soil to our own bodies the importance of living a healthy lifestyle instead of just eating junk food and drinking energy drinks. If we take care of our bodies, eat well and sleep enough we are typically healthy overall... if we eat junk food, don't sleep a lot and are around people that are sick we may get sick too and feel run down. It's a very easy comparison to make and helps relate to organic/natural lawn care in a basic way. There are many complex things that go on in the soil and many factors that help create beautiful grass... but the stuff we use are a very important piece of the puzzle.

We have some lawns that we don't use pesticides in or on and when we visit these lawns for our next application we see few or no weeds there in the lawn... this is one of the ultimate goals of organic/natural lawn care. They just don't grow much in healthy thick lawns. This will be our long term goal for the areas within the Village if we are the ones servicing the grass. It does not just happen right away but in contrast the soil did not get damaged right away... it took years to damage and make it sterile so why not start now to improve, go green and use less pesticides?

Pure Prairie Organics

Chris Al Runek

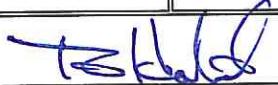
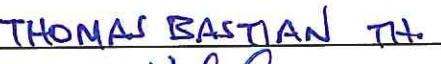
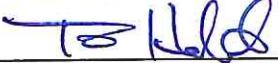
Date 6/18/18

Village of Willowbrook

Date 1/1

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p>ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO CONVERT THE VILLAGE WATER DISTRIBUTION SYSTEM FROM CHLORINE GAS DISINFECTION TO SODIUM HYPOCHLORITE DISINFECTION – SMITH ECOLOGICAL SYSTEMS (SES) COMPANY</p>	<p>AGENDA NO. 5f AGENDA DATE: <u>6/25/18</u></p>
<p>STAFF REVIEW: Tim Halik, Village Administrator</p>	<p>SIGNATURE: </p>
<p>LEGAL REVIEW: Thomas Bastian, Village Attorney</p>	<p>SIGNATURE: </p>
<p>RECOMMENDED BY: Tim Halik, Village Administrator</p>	<p>SIGNATURE: </p>
<p>REVIEWED AT JOINT COMMITTEE BUDGET MEETING: YES <input checked="" type="checkbox"/> <u>February 19, 2018</u> NO <input type="checkbox"/> N/A <input type="checkbox"/></p>	

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

The Village is a charter member of and receives potable water from the DuPage Water Commission (DWC). Our water system is designed to analyze and disinfect as required the water it receives using chlorine gas as the disinfectant agent. This process occurs at the main pumphouse located at the Village public works building site. The chlorine gas cylinders used in the system weight approximately 150 lbs. and must be changed as required by public works crews. Due to the inherent danger working with chlorine gas, public works personnel are trained to switch out the cylinders using respirators and other specialized equipment. However, given our water pump house is located within a residential neighborhood, there is always a concern of a chlorine gas leak occurring. If that were to occur, and atmospheric conditions did not allow for the quick dissipation of the leaked gas, an evacuation of residents may be required. If the leak occurred during a cylinder change-out, there could be a chance of injury of PW personnel.

For the above safety reasons, staff has researched converting our water system disinfection process from chlorine gas to sodium hypochlorite (i.e., liquid chlorine, or bleach). Instead of using a gas regulator head on a chlorine gas cylinder, the process would include a small chemical pump that draws the liquid chlorine from a sealed container and injects it incrementally into the water distribution line, as required to achieve the setpoint level. The process is much safer for Village water department personnel, and although unlikely to occur, small liquid chlorine spills can be readily neutralized and cleaned up, as opposed to a chlorine gas leak.

The DuPage Water Commission converted from a chlorine gas to a sodium hypochlorite disinfection process several years ago and they report the conversion was easy, is much safer, and is working very well. In addition, several surrounding towns have also made the conversion and report the same results.

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

Funding in the amount of \$6,315 was included in the F.Y. 2018/19 Budget to complete this project:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>
Water Capital Imp. Fund	09-65-440-600	Water Sys. Improvements	\$6,315

ACTION PROPOSED:

Adopt Resolution. Due to January 1, 2018 price increases, the project cost is now \$6,415.59 (\$100 higher).

RESOLUTION NO. 18-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
ACCEPT A PROPOSAL TO CONVERT THE VILLAGE WATER
DISTRIBUTION SYSTEM FROM CHLORINE GAS DISINFECTION TO
SODIUM HYPOCHLORITE DISINFECTION – SMITH ECOLOGICAL
SYSTEMS COMPANY

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 Smith Ecological Systems (SES) Company to provide all
necessary labor and material to convert the Village's water distribution system from chlorine gas
disinfection to sodium hypochlorite disinfection in the not to exceed amount of \$6,415.59 as set
forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly
incorporated herein.

ADOPTED and APPROVED this 25th day of June, 2018

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



Smith Ecological Systems Company
1817 17th Ave.
Rockford, IL 61104

Phone # 815/968-8079
Fax # 815/968-8506

E-mail orders@smithecological.com

RECEIVED

JUN 12 2018

VILLAGE OF
WILLOWBROOK

Exhibit "A"

Quotation

Estimate #	Date	Terms
2246C	6/12/2018	Due on r...

Name / Address

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

Factory Trained Rep

RA

Qty	Item	Description	U/M
1	EZB11D1-VCA	Walchem pump .6 GPH @ 110 PSI with auto vent valve for chlorine	
2	839-073	1/2" male X 3/8" NPT PVC bushing	
50	RP68-4818	3/8" OD X 1/4" ID LDPE tubing W2T11807	ft
1	4021-26	4021 low profile drum scale with 26" base & 3-1/2 digit indicator	
1	07-030	30 gallon PE tank with graduations	
1	C07-050	Rigid cover for 30/50 gallon tanks	
	FREIGHT	Freight charges	
1	START-UP	2 person start-up	
1	W2T11749	Vent screen assembly U 29305 (already sent)	

Price validity: 30 days

Pricing does not include taxes, duties, brokerage fees, travel, freight charges, and/or other applicable charges. If material orders are tax exempt, please supply copy of Tax Exemption Certificates.

All equipment will be guaranteed against defects in material and workmanship for a period of one (1) year from date of installation (not to exceed 18 months from date of shipment). Warranty shall be limited to the exchange of defective parts, excluding all labor and shipping costs.

We sincerely appreciate this opportunity to quote your requirements, and look forward to being of service!

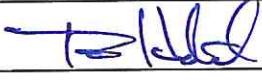
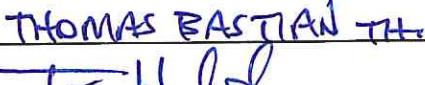
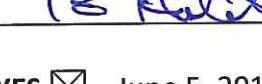
Total

\$6,415.59

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – FENCE REPAIRS/REPLACEMENT AT VARIOUS PARK PROPERTIES – BETWEEN THE VILLAGE OF WILLOWBROOK AND PEERLESS FENCE	AGENDA NO. 5g AGENDA DATE: <u>6/25/18</u>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: 
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: 

REVIEWED & APPROVED BY PARKS & RECREATION COMMISSION: YES June 5, 2018 NO N/A

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

During the completion of park maintenance inspections last Fall, it was observed that various fences within park properties and at the Village public works building site are in need of repair or replacement:

- Community Park ballfield backstop fence repairs and netting replacement
- Waterford Park tennis court fence repairs
- Lake Hinsdale Park perimeter fence replacement with black vinyl coating
- Public Works building entry gate repairs

At that time, staff reached out to four (4) local fence companies to obtain proposals to complete the list of work. The low proposal was submitted by Peerless Fence, West Chicago, IL in the amount of \$41,137. This Spring, staff attempted to obtain additional proposals, but fence vendors were unresponsive, partly due to the busy work season already underway.

In order to keep project costs low, the removal of the existing fence at Lake Hinsdale Park, and the clearing of some encroaching landscaping at the public works building will be completed by public works crews.

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

Funding in the amount of \$41,137 was included in the F.Y. 2018/19 Budget to complete this project:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>
Parks & recreation	01-20-570-411	Maintenance – Equipment	\$41,137

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 18-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – FENCE REPAIRS/REPLACEMENT AT VARIOUS PARK PROPERTIES – BETWEEN THE VILLAGE OF WILLOWBROOK AND PEERLESS FENCE

WHEREAS, it is in the best interests of the Village authorize the Mayor and Village Clerk to execute an Agreement with Peerless Fence for the purpose repairing and replacing various sections of fencing located within Willowbrook park properties.

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 Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Peerless Fence, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Peerless Fence, repairing and replacing various sections of fencing located within Willowbrook park properties.

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.

[Remainder of this page intentionally left blank]

ADOPTED and APPROVED this 25th day of June, 2018

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

CONTRACT

THIS CONTRACT ENTERED INTO THIS 25th day of June, 2018
between Peerless Fence ("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 repair and replace various sections of fencing
located within Willowbrook park properties.
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: _____
ATTEST: Its Mayor

Village Clerk

RECEIVED

MAY - 1 2018

VILLAGE OF
WILLOWSBROOK

Exhibit "A"

Page 1 of 2

PEERLESS FENCE

A Division of Peerless Enterprises, Inc.
33 W 401 Roosevelt Road * West Chicago, IL 60185
(630) 584-7710 * Fax (630) 584-7746

PROPOSAL AND ACCEPTANCE

Attn: Andrew (AJ) Passero

REVISED

Proposal submitted to: Village of Willowbrook	Phone: (630) 323-8215	Date: 5/01/2018
Street: 833 Midway Drive	Fax:	Cell Phone: (630) 514-3329
City, State and Zip Code: Willowbrook, IL 60527-5549		Job Name: Various Repairs/Replacement Projects
Architect	Date of Plans	Job Location: Willowbrook, IL

We hereby submit specifications and estimates: Furnish and Install

#1: Borse Memorial Park (Base Bid)

Replace approximately 280' of 10' high sideline/dugout fence fabric, approximately 120' of 8' high sideline fence fabric and approximately 20' of 8' high backstop fence fabric

Specifications:

2" mesh x 9 gauge aluminized fence fabric (sideline/dugout fence)

2" mesh x 6 gauge aluminized fence fabric (backstop fence)

Existing horizontal rails to remain

Existing vertical posts to remain

Re-use existing fittings

Re-tie existing backstop fence fabric as needed

#1: Borse Memorial Park (Alternate Bid)

Replace existing netting on each side of backstop at field #2)

Specifications:

2" mesh x 9 gauge aluminized fence fabric (trim to match existing design)

1 5/8" SS-40 galvanized top and brace rails

Total \$12,835.00

#2: Tennis Court Fence Repair

Add new fork latches to each gate, adjust/repair top rail in 2 or 3 locations, replace damaged bottom rail and re-attach transom over one walk gate

Specifications:

1 5/8" SS-40 galvanized rail

2 7/8" x 1 7/8" galvanized fork latch

Total \$1,565.00

#3: Park Fence-Black Vinyl Option

834' of 4' high black vinyl fence, including one (1) 4' opening x 4' high single swing gate, one (1) 5'-6" opening x 4' high single swing gate and one (1) 12' opening x 4' high double drive gate

Specifications:

2" mesh x 9 gauge core/8 gauge finish fused bonded black fence fabric

1 5/8" SS-40 black top rail

1 7/8" SS-20 black gate frame

1 7/8" SS-40 black line posts, set in an 8" x 36" concrete footing (spaced 10' o.c. maximum)

2 3/8" SS-40 black corner and gate posts, set in a 10" x 42" concrete footing

2 7/8" SS-40 black gate post, sleeved over existing post left in sidewalk (1 each)

Standard bulldog hinges, fork latches (walk gates) and pioneer style latch (double drive gate) for gate hardware

PLEASE NOTE:

Removal of existing fence & brush to allow new fence to be installed by Park District

Total \$23,352.00

#4: Repairs at Public Works Building

Remove and replace one (1) cantilever sliding gate post, add gate stop hardware to existing cantilever slide gate and repair approximately 25' of damaged top rail behind concrete block area

Specifications:

4" x 4" x 11 gauge black cantilever slide gate posts, set in a 16" x 48" concrete footing (replace one (1) gate post)

New cantilever slide gate stop kit

1 5/8" SS-40 black top rail (replace up to 25' of new)

Re-tie existing fence fabric as well as possible

PLEASE NOTE:

Area behind block wall to be cleared as well as possible to allow work to be completed

May require assistance from public works removing cantilever slide gate (if required)

Total	\$3,385.00
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GRAND TOTAL	\$41,137.00
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Proposal Based on:

Full day mobilizations

Spoils spread along fence line or stock piled on site

Normal digging conditions

Peerless standard safety requirements

Peerless standard insurance

Specifications & Quantities above

Able to access fence line with digging equipment & cement truck

Fence line established by others

Private utilities located by others

Prices good for 15 days

Quoted price is based on the current market conditions. We reserve the right to adjust this quote based on market conditions at the time material is ordered and delivered to the job site.

Exclusions: Bonds, permits, licenses, and fees

Work performed on a regular time basis per our current certificate of insurance

Payment to be made as follows: net 30 days on completion, upon credit approval.

OWNER MUST OBTAIN ALL PERMITS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Customer hereby assumes full responsibility for the location of the line upon which fence materials are to be installed and locate any and all private cable to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Peerless Fence to Call J.U.L.I.E.

Authorized Signature:

Brad Knepper

Brad Knepper, Commercial Sales

PEERLESS FENCE

Note: We may withdraw this proposal if not accepted within 15 days.

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE.

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Date of Acceptance

Signature _____

Signature _____

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION ADOPTING THE DUPAGE COUNTY NATURAL HAZARD MITIGATION PLAN

AGENDA NO.**5h****AGENDA DATE:** 06/25/18**STAFF REVIEW:** Tim Halik, Village Administrator
Garrett Hummel, Asst. to the Vil Admin**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

On July 10, 2006, the Village Board adopted a resolution agreeing to participate in the DuPage County hazard mitigation planning process and to name a Village representative to attend meetings at the County. Our involvement in this program was brought about by the Disaster Mitigation Act of 2000 (DMA 2000), which is a program administrated by the Federal Emergency Management Agency (FEMA). It is designed to reduce safety and health hazards and property damage caused by natural hazards. In order for communities to be eligible for pre or post disaster mitigation funds from FEMA, a DMA 2000 plan must be developed and adopted. Multi-jurisdictional or countywide plan are allowed, provided communities participate fully in a group planning process. Therefore, DuPage County organized the DuPage County Hazard Mitigation Workshop process. Communities were then able to meet the FEMA planning prerequisite by participating in the County workshop process. If the Village did not participate in this County workshop program, we would have been required to develop our own program and submit it to FEMA for approval. The 5-year Natural Hazard Mitigation Plan (NHMP) that was developed during the workshop process and adopted by the Village Board in 2013 is set to expire this year.

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

In November 2017, the Village of Willowbrook along with other governmental jurisdictions, participated in a kick-off meeting to begin another 5-year update to the NHMP. The NHMP workgroup consisted of County, municipal, and police and fire district representatives. The workgroup held a series of meetings, which were attended by either Village Administrator Tim Halik or Assistant to the Village Administrator Garrett Hummel. The plan update focused on identifying the major natural hazards facing DuPage County including floods, severe summer and winter storms, tornados, extreme heat events, and earthquakes. The plan proposed for adoption details the types of mitigation measures that can be taken for each type of hazard incident and meets the Federal mitigation planning requirements. The workgroup will continue to serve as a standing body in order to further the mitigation efforts associated with this plan.

DuPage County Board adopted the 2018 NHMP at their June 12, 2018 meeting.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 18-R-_____

A RESOLUTION ADOPTING THE DUPAGE COUNTY
NATURAL HAZARD MITIGATION PLAN

Whereas the Village of Willowbrook is subject to natural hazards, such as, floods, severe summer and winter storms tornadoes, extreme heat events, and

Whereas natural hazards can damage property, close businesses, disrupt traffic, can threaten lives, and present public health and safety hazards; and

Whereas the DuPage County Natural Hazard Mitigation Workgroup has prepared a recommended DuPage County Natural Hazard Mitigation Plan that reviews the Village's options to protect people and reduce damage from the hazards; and

Whereas the Village has participated in the development of the DuPage County Natural Hazard Mitigation Plan; and

Whereas the recommended DuPage County Natural Hazard Mitigation Plan has been presented for review by residents, federal, state and regional agencies;

Now therefore, be it resolved that:

1. The DuPage County Natural Hazard Mitigation Plan is hereby adopted as an official plan of the Village.
2. The DuPage County Natural Hazard Mitigation Plan identifies a series of action items. The following action items are hereby assigned to the noted person or department of the Village.

The designated person or department shall be responsible for the implementation of the action item, provided that resources are available, by the deadline listed in the Plan.

- Action Item 1: Establish Sub-Workgroups within the Mitigation Workgroup
- Action Item 2: Enhance Public Participation in Mitigation Workgroup
- Action Item 3: National Weather Service StormReady Participation
- Action Item 4: Critical Infrastructure Identification and Verification
- Action Item 5: Critical Facility Back-Up Generation Assessment
- Action Item 6: Adopt County-Wide Public Outreach Monthly Topics
- Action Item 7: Flood Control and Property Protection Projects
- Action Item 8: Improve Building Code Ratings
- Action Item 9: Incorporate Mitigation Concepts into Future Planning
- Action Item 10: Participate in Tree City USA
- Action Item 11: Participate in Community Rating System (CRS) Program

- Action Item 12: Participate and Support Floodplain Management Studies

3. Village Administrator Tim Halik is hereby appointed as the Village's representative on the DuPage County Natural Hazard Mitigation Workgroup. The offices charged with implementation of action items in Section 2 shall keep the representative advised of their progress and recommendations.

ADOPTED and APPROVED this 25th day of June, 2018.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

DuPage County Natural Hazard Mitigation Plan
2018

***NOTE:** The final update to the 2018 Plan is 241 pages in length, so it was not included within the Board packet. The Plan is available both as paper copies and as a PDF. Please contact Tim Halik if you would like to receive a full copy of the Plan.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION – BOARD ADVICE AND CONSENT OF MAYOR’S APPOINTMENT OF MARK L. ASTRELLA AS A MEMBER OF THE BOARD OF POLICE COMMISSIONERS	5i AGENDA NO. AGENDA DATE: <u>6/25/18</u>
STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Mayor Frank A. Trilla	SIGNATURE: <u>Frank A. Trilla/oz</u>
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

In accordance with Title 2, Chapter 4 of the Village Code of Ordinances, the Village President (aka., Mayor) shall appoint three (3) members to the Board of Police Commissioners (BOPC), which consists of a total of three (3) members, each serving a three (3) year term.

A current member of the BOPC, Stephen Landsman, submitted his resignation on June 20, 2018. Mr. Landsman is currently working outside of the country for an extended period of time. Although during this time he has continued to attend meetings of the BOPC through telephonic means, he has offered to resign in order to provide an opportunity for another interested individual to attend the meetings in person. Mr. Landsman has a long history of public service to the Village, dating back to his time as a Village trustee. His volunteerism is appreciated and we will hopefully work with him again in some capacity in the future. Mr. Landsman’s remaining term will expire April 30, 2019.

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

The Mayor hereby appoints Village resident Mark L. Astrella to fill the vacancy on the BOPC created by the resignation of Stephen Landsman. Mr. Astrella will serve the remainder of the unexpired term until April 30, 2019. Attached is a copy of Mr. Astrella’s Letter of Interest and resume for the position of member of the Board of Police Commissioners.

ACTION PROPOSED:

A motion to approve the Mayor’s recommendation to appoint Village resident Mark L. Astrella to fill the vacancy on the BOPC created by the resignation of Stephen Landsman with a term expiring in April 2019.

Letter of Interest

April 19, 2018

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Dear Sirs:

I would like to take this opportunity to declare my interest in serving the people of Willowbrook by being considered to any and all positions for the Board of Police Commissioners.

My name is Mark L. Astrella, I along with my wife Aggie and daughter Alyssa, have resided in the Village of Willowbrook for the last 2.5 years. My family and I were presented with an opportunity to construct our future home and with a very long period of research decided on the Village of Willowbrook to construct our future residence. We love everything the village and the immediate area has to offer including the excellent school district that was a major impact on our final decision to relocate to Willowbrook.

I have been a sworn police officer for the Village of Elmwood Park since 2003 and was promoted to Detective in 2011. My duties include investigating any and all reported crimes against person & property with a specialty in the field of Child Exploitation. I enjoy all facets of law enforcement and take pride in what I do on a daily basis. I feel a special sense of accomplishment when I know that my actions may have saved or prevented a person from being a potential victim of a crime. My attached resume explains that I have a special focus in the area of child exploitation investigation along with a specialty in forensics. I work well in a group environment and am part of a large team being the Cook County ICAC Task Force and the WESTAF Major Crimes Task Force.

I attended DePaul University for a short time before completing my B.A. in Criminal Justice from Lewis University. I did begin the masters program at Lewis University and completed close to one year before having to postpone furthering my education due to the birth of my daughter.

I along with my family attend Our lady of the Peace Catholic church located in Darien Illinois. My daughter is a proud member of Gower West Elementary School in Willowbrook.

Thank you for careful consideration of my letter of interest.

Mark L. Astrella



Mark L. Astrella

Willowbrook, Illinois 60527

Email: [REDACTED]

EMPLOYMENT

Detective

VILLAGE OF ELMWOOD PARK

2011-PRESENT

ELMWOOD PARK, ILLINOIS

- Conduct investigations of any and all reported criminal incidents.
- Conduct interviews of offenders, witnesses and victims.
- Testify in Criminal Court proceedings.
- Authoring of any and all legal process to include subpoena, court order(s), and search warrants.

COOK COUNTY TASK FORCE/INTERNET CRIMES AGAINST CHILDREN 2011-PRESENT

- Conduct investigations pertaining to online/technology facilitated sexual crimes against children.
- Conduct undercover investigations pertaining to the online sexual exploitation of children.
- Support partner Law Enforcement agencies with forensic exams of computers and cellphones.
- Train Law Enforcement officers in the collection, seizure and previewing of electronic evidence.
- Conduct interviews of offenders, witnesses and victims.
- Testify in Criminal Court proceedings.

WESTAF MAJOR CRIMES TASK FORCE 2013-PRESENT

- Evaluation of open homicide investigations.
- Conduct investigations pertaining active homicide investigations.
- Conduct interviews of offenders and witnesses.
- Support law enforcement with forensic exams of cellphones and computers.
- Assist with authoring of any and all legal process to include subpoena, court order(s), and search warrants.

Patrol Officer

VILLAGE OF ELMWOOD PARK

2003-2011

ELMWOOD PARK, ILLINOIS

- Conduct investigations pertaining to reported criminal activity.
- State certified juvenile officer (2006)

Network Manager/CPM
AMERITECH/SBC COMMUNICATIONS

1990-2002
CHICAGO, IL

EDUCATION

LEWIS UNIVERSITY-B.A. in Criminal Justice	2008
LEWIS UNIVERSITY- Graduate Program in Criminal Justice	2008-2009
College of DuPage Police Academy	2003

CERTIFICATIONS

ChildFirst Certified Forensic Interviewer Springfield, Illinois	2017
BlackBag Technologies, Certified Mobilyze Operator (CMO), Elmwood Park, Illinois	2016
BlackBag Technologies, Certified BlackLight Examiner (CBE), Elmwood Park, Illinois	2017
Katana Forensics, Lantern Cellphone Certified Examiner Orland Park, Illinois	2015
Rapid Deployment Instructor Elmwood Park, Illinois	2008
Range Officer/Firearms Instructor	2008
Lead Homicide State Certified	2017

RELEVANT TRAINING

National White Collar Crime Center (Naperville ,IL) Data Recovery and Acquisition	2017
Internet Crimes Against Children National Conference, Dallas, Texas	2011
Internet Crimes Against Children National Conference, Atlanta, Georgia	2013
	2015
Fox Valley Technical College, Bellevue, Washington, Investigative Techniques	2011
Internet Crimes Against Children National Conference, Dallas, Texas	2006
Fox Valley Technical College, Alexandria, Virginia Gnutella Peer to Peer Network Training: ICAC Operation Peer Precision	2007
Fox Valley Technical College, Orland Park, IL ICAC Undercover Chat Training Program	2013

National White Collar Crime Center, Chicago, Illinois Computer Forensics Previewing Software TUX4N6 Training	2012
Internet Crimes Against Children National Conference, Atlanta, Georgia Ares/eMule Peer to Peer Network Training	2013
Chicago Regional Computer Forensics Laboratory Cellebrite Cellphone Acquisition Kiosk	2013
Katana Forensics Lantern Cellphone Forensic Training, Orland Park, Illinois	2015
The Innocent Justice Foundation, SHIFT Training, Brookfield, Illinois	2015
Chicago Regional Computer Forensics Laboratory Data Acquisition / Archiving	2012
BlackBag Technologies, Mobilyze Tool Training, Elmwood Park, Illinois	2018
BlackBag Technologies, BlackLight Tool Training Course, Elmwood Park, Illinois	2018

AWARDS

Honored by Village of Elmwood Park Certificate of Merit	2017
Chicago Police Department Joint Operations Award	2016
Chicago Police Department Joint Operations Award	2016
Elmwood Park Police Department numerous honorable Mentions	

MEMBERSHIPS

West Suburban Detectives Association	2013
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Willowbrook

5j

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

Mayor

Frank A. Trilla

ALCANTARA, ABIEZER
312 SHERIDAN DR APT 1B
WILLOWBROOK, IL 60527-2594

Village Clerk

Leroy R. Hansen

Re: Account 110720.001

PIN #:

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 \$ 115.35. 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 June 25, 2018, 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.

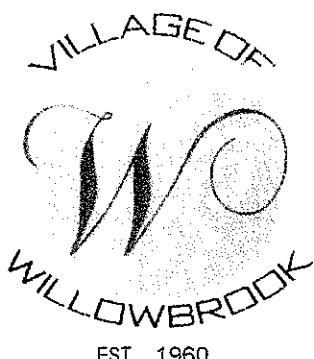
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

Mayor

Frank A. Trilla

BENSON, CHRISTINA
7515 CLARENDON HILLS RD
WILLOWBROOK, IL 60527-2316

Village Clerk

Leroy R. Hansen

Re: Account 111490.001
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 \$ 177.41. 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 June 25, 2018, 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.

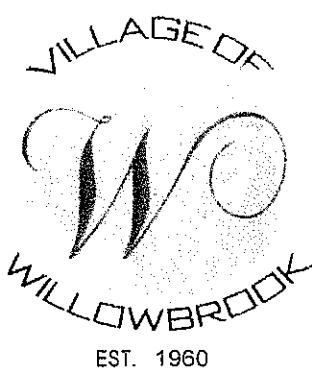
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

Mayor

Frank A. Trilla

COOPER, PATRICIA
222 MIDWAY DR
WILLOWBROOK, IL 60527-2447

Village Clerk

Leroy R. Hansen

Re: Account 112125.004
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 \$ 171.90. 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 June 25, 2018, 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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

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 Schaller

Director of Finance

Carrie Dittman

JASPER, JEROME L.
320 SHERIDAN DR APT 1D
WILLOWBROOK, IL 60527-2596

Re: Account 110755.010

PIN #:

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. 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 June 25, 2018, 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.

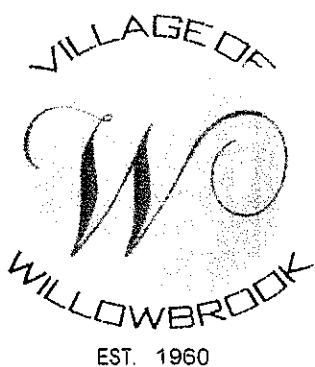
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

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 Schaller

Director of Finance

Carrie Dittman

KOLLER, NERINGA
7724 CHERRY TREE LN
WILLOWBROOK, IL 60527-2467

Re: Account 110545.004
PIN #: [REDACTED]
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 246.19. 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 June 25, 2018, 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.

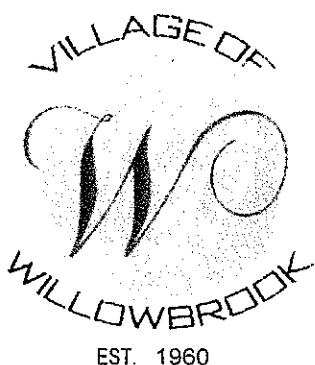
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

Mayor

Frank A. Trilla

LANE, CLYDE & GORDON, CHIQUITA
334 SHERIDAN DR APT 2A
WILLOWBROOK, IL 60527-2664

Village Clerk

Leroy R. Hansen

Re: Account 110875.014
PIN #: XXXXXXXXXX
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 \$ 221.62. 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 June 25, 2018, 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.

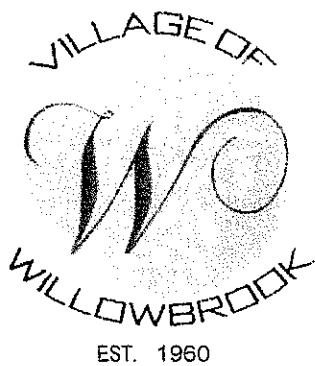
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

Mayor

Frank A. Trilla

TEMEN, KENNETH
413 79TH ST
WILLOWBROOK, IL 60527-2405

Village Clerk

Leroy R. Hansen

Re: Account 110120.001
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 \$ 187.36. 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 June 25, 2018, 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.

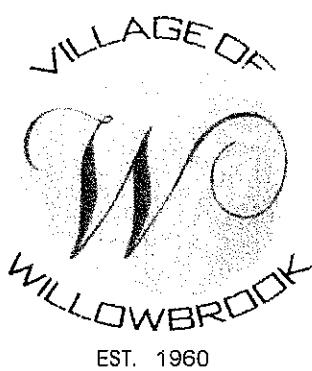
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

Mayor

Frank A. Trilla

TRAJKOV, LJUPCHO
7515 SHERIDAN DR APT 2C
WILLOWBROOK, IL 60527-2499

Village Clerk

Leroy R. Hansen

Re: Account 111920.002
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 \$ 115.35. 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 June 25, 2018, 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.

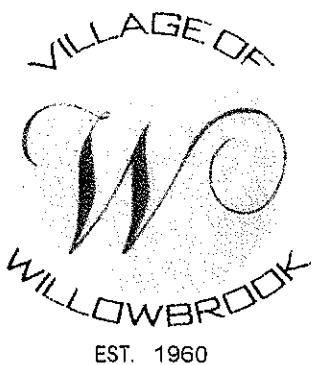
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely.

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

May 30, 2018

Mayor

Frank A. Trilla

WILLOWBROOK INN
255 SHELLEY RD
ELK GROVE VILLAGE, IL 60007

Village Clerk

Leroy R. Hansen

Re: Account 410295.002
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 \$ 742.99. 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 June 25, 2018, 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



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Willowbrook, IL 60527-5549

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

May 30, 2018

Mayor

Frank A. Trilla

WILLOWBROOK LANES

735 PLAINFIELD RD

WILLOWBROOK, IL 60527-8441

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 Schaller

Director of Finance

Carrie Dittman

Re: Account 410030.000

PIN #:

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 June 25, 2018, 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:	AGENDA NO. 6
A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND AZAVAR AUDIT SOLUTIONS, INC.	AGENDA DATE: 6/25/18

STAFF REVIEW: Tim Halik, Village Admin. / Carrie Dittman, Dir. of Finance SIGNATURES: T. Halik C. Dittman

LEGAL REVIEW: Thomas Bastian, Village Attorney SIGNATURE: THOMAS BASTIAN

RECOMMENDED BY: Tim Halik, Village Administrator SIGNATURE: T. Halik

REVIEWED & APPROVED BY FINANCE & ADMIN. COMMITTEE: YES NO N/A

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

On September 25, 2006, the Village Board adopted Resolution No. 06-R-52 authorizing the Village Administrator at the time to enter into an agreement with Azavar Technologies to perform municipal utility tax audits for the Village. The Agreement was executed on October 9, 2006. Through this agreement, Azavar Technologies would perform audits of electric (ComEd), gas (Nicor), telecommunications, and cable utilities in an effort to determine whether the Village was owed any taxes, fees, or other revenues that were not properly received. With regard to compensation for services, the Village agreed to pay Azavar 50% of the estimated funds per account corrected, for a period of sixty (60) months.

The subsequent audit results and tax recovery process performed by Azavar pertaining to ComEd and Nicor were disappointing:

- Nicor – Audit completed in 2013. Azavar determined that Nicor held a tax liability to the Village in the amount of \$113,840.40. Nicor challenged the audit findings. After review, the final amount determined to actually be owed to the Village was \$11.00 (50% of which was paid to Azavar).
- ComEd – Audit completed in 2013. Azavar determined that ComEd held a tax liability to the Village in the amount of \$134,440.68. There has been no final determination on this case since 2013.

In addition to the above individual audits, Azavar also claimed to have corrected various billing address errors resulting in additional revenue to the Village. However, the individual amounts recovered cannot be confirmed through the Illinois Department of Revenue (IDOR). Per the contract, the Village paid 50% of the amount claimed by Azavar to be recovered, per account, for a period of 5 years thereafter.

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

Azavar then automatically initiated new audits and asserted that the service contract runs in perpetuity. The Village Board subsequently voted to terminate the contract on March 27, 2017. However, Azavar argued that payment for services already rendered were due, and by terminating the contract, they could no longer obtain payment for those services. After continued negotiation by Attorney Bastian, it was agreed that the Village would pay Azavar one-time payment of \$2,750. In addition, if the Village receives any payment from ComEd resulting from the 2013 tax audit process, we also agree to pay 50% of that settlement to Azavar.

ACTION PROPOSED: Adopt Resolution approving Settlement Agreement.

RESOLUTION NO. 18-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND
MUTUAL RELEASE BY AND BETWEEN THE
VILLAGE OF WILLOWBROOK AND AZAVAR AUDIT SOLUTIONS, INC.**

WHEREAS, the Village of Willowbrook (the “Village) and Azavar Audit Solutions, Inc. (“Azavar”) entered into an agreement whereby Azavar conducted utility audits on behalf of the Village; and

WHEREAS, the Village and Azavar have agreed to terminate the utility audit agreement upon those terms and conditions set forth in a certain Settlement Agreement and Mutual Release; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to enter into a Settlement Agreement and Mutual Release with Azavar.

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

Section 1. The corporate authorities hereby approve that certain Settlement Agreement and Mutual Release, a copy of which is attached hereto as Exhibit “A”.

Section 2. The Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, the Settlement Agreement and Mutual Release with Azavar Audit Solutions, Inc.

Section 3. This resolution shall be in full force and effect upon its passage and approval in accordance with law.

Resolved this 25th day of June, 2018.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy Hansen, Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"

Settlement Agreement and Mutual Release

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual General Release (the “Agreement”) is entered into as of the 25th day of June, 2018 (the “Effective Date”), by and between the VILLAGE OF WILLOWBROOK (“Village”) on the one hand, and AZAVAR AUDIT SOLUTIONS, INC. (“Azavar”) on the other hand, hereinafter collectively referred to as the “Parties.”

WHEREAS, Azavar and Village previously entered into an Agreement by which Azavar performed certain utility audits for the benefit of the Village; and

WHEREAS, Village and Azavar have determined that as a result of certain differences that have arisen between the Parties as to amounts due and owing Azavar for audit services performed, the Parties have reached an agreement, as embodied herein, to compromise and settle all claims for amounts due and owing or alleged to be due and owing to Azavar for audit services and all claims that have or could be asserted between the Parties.

NOW THEREFORE, the Parties, for good and valuable consideration, including the mutual covenants and promises as stated herein, agree as follows:

- 1. Consideration:** Within thirty (30) days of execution of this Agreement by the Parties, Village shall pay to Azavar the sum of Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00) in full settlement of any and all claims asserted or that can be asserted by either party whether past, present or future. Payment shall be made payable to Azavar Audit Solutions, Inc. Payment shall be sent to the following address:

Mr. Patrick D’Helf
Azavar Audit Solutions, Inc.
55 E. Jackson Blvd.
Suite 2100
Chicago, IL 60604

2. **General Release:** Village and Azavar agree to release each other from any and all past, present or future claims, demands, actions, causes of action, suits, judgments, costs and expenses (including attorney fees) related in any way to the Audit(s).
3. To the extent permitted by law, the Village agrees to keep the terms of this Settlement and Mutual Release confidential, although it may provide this letter to its outside attorneys, accountants, auditors, and similar individuals or entities that have a legitimate need for the information contained herein. The Village agrees to not discuss the Audit, or the resolution of this dispute, generally or specifically, with any outside party unless specifically required by law including, but not limited to, the provisions of the Illinois Freedom of Information Act.
4. Except as provided in paragraph 5 below, the consideration received by Azavar and Village is in final settlement of all damages and monies owed as of this date or alleged to be due and owing to Azavar, and from any and all past, present or future claims, demands or compensation which Village or Azavar may now have, or which may hereafter accrue, in any way arising out of audits conducted by Azavar on behalf of the Village. This release shall stand as a complete bar to any action or proceeding to set aside or vacate this Settlement Agreement and Mutual Release because of a mistake of fact otherwise.
5. Notwithstanding the above, the Village agrees that, should it receive in the future a payment for past-due taxes from Commonwealth Edison resulting from Azavar's efforts, it will remit 50% of such a payment to Azavar within 30 days of receipt of such payment.

6. **Governing Law:** This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. **Binding Nature of Agreement:** This Settlement Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.
8. **Entire Agreement:** This Settlement Agreement sets forth the entire agreement between the Parties.
9. **Authority to Execute Agreement:** Any individual executing this Settlement Agreement on behalf of Azavar or Village warrants that he/she has full authority to do so and bind such Party.
10. **Effective Date:** This Settlement Agreement shall become effective on execution by each party.

[Signature Page to Follow)

ACCEPTED AND AGREED:

AZAVAR AUDIT SOLUTIONS, INC.

By: _____
Its Duly Authorized Representative

Jason Perry, President

Date: _____

VILLAGE OF WILLOWBROOK

By: _____
Mayor

[Print Name and Title]

Date: _____

ATTEST:

Village Clerk

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 14, 2018 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 Chairwoman Berglund at 5:30 p.m.

2. ROLL CALL

Those present at roll call were Chairwoman Sue Berglund, Trustee Michael Mistele and Director of Finance Carrie Dittman.

3. APPROVAL OF MINUTES

A brief discussion of the minutes of the Regular Finance/Administration Committee held on Monday, April 9, 2018 occurred. Motion to approve by Chairwoman Berglund, second by Trustee Mistele. Motion carried.

4. DISCUSSION – Financial Disclosure Statements

Director Dittman explained that on an annual basis all Village employees, elected and appointed officials, and certain consultants of the Village are required to complete a Financial Disclosure Statement to be filed with the Deputy Village Clerk. The Village's new Ethics Officer, Greg Smith, reviewed the 2018 statements and issued a report in March 2018. His findings included the following:

1. Our current form is very simplistic and we should consider expanding the form to include information similar to what DuPage County requires on their economic interest statement, along with having the employee disclose other employment outside of the Village of Willowbrook for themselves and employers of their immediate family members. Any changes to our form would require the Village Board to adopt an ordinance amending Section 1-12-4 of the Village code.
2. Some responses were illegible; he recommends we include language that statements should be typed or neatly printed or returned to the party for correction.
3. Incomplete responses or missing information; he recommends we add language that "lack of a response to a disclosure shall indicate the public servant has no information to disclose in response thereto."
4. Identified conflicts of interest should be compared to Village's vendor database by Village staff.
5. Missing certification of receipt of Code of Ethics; he recommends that we provide each employee with the Code of Ethics and have the employee sign off that they have read and understand it.

A discussion ensued and the consensus of the Committee was that the Village should adopt the same format as DuPage County's economic interest statement, to be completed and submitted online if possible. The Committee determined that the changes should be effective with the 2019 filing and that they would not recommend that 2018 forms be corrected and resubmitted. Additionally, Director Dittman noted that the Village's Code of Ethics requires that all employees' complete ethics training within 30 days of hire and every two years thereafter. The Committee determined that training is an administrative decision and any recommended changes to that section should be determined by the Village's management.

5. REPORT – Monthly Disbursement Reports – April 2018

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

- Total cash outlay for all Village funds – \$875,327. Fiscal Year to Date is \$15,793,243. Includes handwritten checks for \$17,435.
- Payroll monthly total for active employees including all funds - \$277,787 (2 payrolls). The average payroll for the year was \$155,179, which is a 5.94% increase from the prior fiscal year. Director Dittman explained that the payrolls contain not only the union and non-union increases of 2.5%, but also step increases for the sworn officers and also retirement payouts of accumulated time and severance payouts.
- Average daily outlay of cash for all Village funds for the current month: \$29,178. Average monthly cash outlay for all Village funds fiscal year to date (FYTD): \$1,316,103. Daily average fiscal YTD: \$43,289; this is high due to the numerous capital projects that occurred this year.
- Average daily expenditures for the General Fund only: \$19,842. Fiscal YTD average is \$29,473 which is a 21.77% 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.

6. 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

The Committee reviewed and accepted the revenue trend reports and key items are highlighted below. All revenues are monthly collections for April 2018 (unaudited):

- Sales tax receipts - \$285,192 up 4.03% from the prior year. Trending 8.8% over budget. Trustee Mistele inquired about next year's sales tax budget, and Director Dittman replied that it was held at \$3.6 million.
- Business District sales tax receipts - \$36,122. Year to date is \$464,829, 10.4% under budget. This represents 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.
- Income Tax receipts - \$72,516 down 4.07% compared to the prior year, 10.2% under budget. This is right in line with the 10% reduction imposed by the state of Illinois. Director Dittman relayed that we budgeted for a continued 10% reduction in income taxes for next year's budget.
- Utility tax receipts - \$77,637 down 4.02% from the prior year, 6.4% under budget, consisting of:
 - Telecomm tax - down 8.11%
 - Northern IL gas – up 0.72%
 - ComEd - down 2.68%

Director Dittman relayed that we budgeted for \$50,000 reduction in utility taxes in next year's budget.

- Places of Eating Tax receipts - \$45,969 up 2.87% compared to the prior year, trending 6.17% over budget.
- Fines - \$15,939 down 5.34% compared with the prior year, 19.44% over budget. Fines come from County distributions and also local fine tickets written by Village police officers.

- Red Light Fines – \$74,330 down 6.26% from the prior year receipts, trending 20.5% over budget. All three approaches are live.
- Building Permit receipts - \$150,099 up 25.29% from the prior year, 154.82% above budget. The large permit revenue in April was due to the issuance of a permit to Compass Arena for about \$125,000.
- Water sales receipts - \$207,182 down 5.11% from the prior year, 5.19% below budget. The large decline from Sept 2016 to Sept 2017 is due to a \$181,000 catch up bill issued in Sept 2016 to a shopping center that experienced a huge leak, and that billing is non-recurring. Revenues have generally normalized since the MTU replacement project concluded and we are seeing far fewer "catch-up" bills than in the past year. Trustee Mistele inquired about rate increases from our water provider, DuPage Water Commission (passed through from the City of Chicago). Director Dittman noted that DWC had indicated a small proposed rate increase in their FY 18/19 budget, and that at the Board Budget workshop in March the line item for the cost of purchased water had been increased by about \$21,000 and relayed to the Board. However, no increase in Village water rates to our customers will be passed on in next year's budget.
- Hotel/Motel Tax receipts - \$17,918 up 0.35% compared with the prior year. The revenue is trending at 4.7% higher than budget. Three of the four hotels are open and active.
- Motor Fuel Tax receipts - \$16,593, no change compared with the prior year, 1.2% below budget.

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

There were no communications.

9. ADJOURNMENT

Motion to adjourn at 6:12 p.m. was made by Chairwoman Berglund, seconded by Trustee Mistele. Motion carried.

(Minutes transcribed by: Carrie Dittman)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 14, 2018 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Paul Oggerino called the meeting to order at 5:32 PM.

2. ROLL CALL

Those present at roll call were Chairman Paul Oggerino, Trustee Terrence Kelly, and Village Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the April 9, 2018 regular meeting of the Municipal Services Committee, Trustee Terry Kelly made a motion to approve the minutes as presented. Chairman Paul Oggerino seconded the motion. Motion Carried

4. DISCUSSION – Lane Court Bridge Maintenance and National Bridge Inspection Standards (NBIS) Requirements

Administrator Halik advised the Committee that on March 8, 2018, public works crews were performing annual right-of-way inspections after the winter season. These site inspections include checking the Lane Court bridge. On this date, the public works foreman observed a slight gap in the asphalt on the Lane Court bridge near one of the ends at the embankment. He then went underneath the bridge to investigate and found that the metal pan, which supports the asphalt surface, in that area appeared deteriorated. Staff contacted our consultant engineer, CBBEL, and asked that one of their structural engineers inspect the bridge ASAP. The S.E. determined that the gap in the asphalt is not a concern, in that it is not a structural element of the bridge. However, recommended that the rusting of the metal components under the bridge be further evaluated, but the S.E. also determined that the rusting was not an immediate risk. A structural evaluation was authorized to be completed by CBBEL S.E.'s, which included a full review of the original bridge plans along with an evaluation of the extent of the rusting and deterioration that can be observed on the lower street components of the bridge. Halik advised that the evaluation report was received on April 17, 2018, and a copy of which is included in this packet. The report details the existing structure, field observations, and includes near-term and long-term maintenance recommendations. In addition, the report states that as a result of a change in Federal Highway Administration scope, the Lane Court Bridge is now required to be included on IDOT's bridge inspection inventory and be inspected in accordance with the requirements of the National Bridge Inspection Standards. With regard to maintenance, the report concludes that the bridge is currently in fair condition but is in need of maintenance repairs at this time consisting of blasting and re-coating of the structural steel on the underside of the bridge. Staff solicited proposals from two known specialty contractors that complete this type of work. One contractor was unresponsive, but the other, McCahill Painting Company, submitted a proposal in the amount of \$14,935 to complete the required near-term maintenance work. Halik advised that funding to complete this bridge maintenance work was not included

in the FY 2018/19 budget, but staff would recommend that it be performed this spring. Once the repairs are made, staff would also recommend that the Lane Court Bridge be added to IDOT's bridge inspection inventory. The Committee advised that there was no objection to proceeding with McCahill Painting in order to ensure that the work can be done sooner than later.

5. DISCUSSION – Sealcoating of Various Village Parking Facilities

Administrator Halik advised the Committee that as part of this season's general maintenance work, various Village owned asphalt parking facilities are in need of routine sealcoating and re-striping of pavement markings, including: The Village Hall west lot, Community Park, and Willow Pond Park – old parking area only. Halik advised that based on previous bid results, staff continues to receive the lowest proposals and quality work for this type of work, from Black Magic Sealcoating, Orland Park, IL. Therefore, we again requested a proposal from Black Magic. The proposal from Black Magic was received on April 30, 2018 and includes the following pricing: Village Hall - \$1,182.00, Community Park - \$4,752.00, and Willow Pond Park - \$527.00. Staff initially thought of also sealcoating the Lane Court bridge. However, after further consideration it was determined that there was no way to close the bridge to enable the sealcoating material to dry. Halik shared that given our past positive experience with Black Magic Sealcoating, staff recommends that the proposal be accepted to sealcoat and re-stipe the three identified parking facilities. The Committee had no objection to proceeding with Black Magic Sealcoating.

6. REPORT – Reformatted Willowbrook Comprehensive Plan/1993

Administrator Halik advised the Committee that the FY 2017/18 Budget included \$7,500 in funding to reformat the Village's 1993 Amendment to the Comprehensive Plan. Although the content of the plan was not altered during the reformatting, the document itself was outdated and in need of updating. This work began in the fall of 2017 and was completed by WBK Associates. Halik shared that included with the packet were copies of a first draft of the reformatted plan received on May 9th. Halik further advised that staff has begun reviewing the draft for typographical errors and formatting issues so that a corrected final copy can be sent for printing. Trustee Kelly commented that he does not see the value of distributing the plan given the information it contains is outdated. He requested further explanation. Halik advised that the Comp Plan dates back to 1993 and is in fact outdated. However, the development of a plan amendment would be expensive – likely in excess of \$100,000 and is arguably not needed given that Willowbrook is largely built-out. Most of our larger projects are re-developments of existing uses. Halik advised that for several years we have attempted to secure a Local Technical Assistance, or LTA, grant from CMAP to assist in the development of an updated Comp Plan. Under the LTA grant CMAP would provide personnel to assist the Village in the process of updating the Plan. This would greatly reduce the cost of the update. Unfortunately, over two previous grant cycles we have been unsuccessful in securing such a grant and the program has since been scaled back making it harder to obtain. Halik agreed that the document is outdated but does not believe it would be in our best interest to fund such a project at the present time. Halik advised that he could obtain a current proposal from WBK Associates for a full Comp Plan amendment but believes it would likely be in excess of \$100,000 and could take a year to complete. Staff will also try to determine the next CMA LTA grant cycle.

7. REPORTS – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of April 2018. Halik advised that the Village received about \$150,000 in permit revenue for the month. Halik advised that for fiscal year 2017/18, the department has brought in a total of approximately 255% of the budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for March 2018. The reports indicate that the Village pumped 25,388,000 gallons of water in the month. The total amount of water pumped so far in the 2017/18 fiscal year is about .77% below the amount of water pumped in the same time period of the previous fiscal year. However, we are still close to being on track to meet the 350,000,000 pumpage projection for the year, which is currently tracking at 90.5% at 11 months through the year.
- c. Administrator Halik shared the March and April 2018 scavenger report, and advised the report is for informational purposes only.

8. VISITOR'S BUSINESS

(None)

9. COMMUNICATIONS

- a. Administrator Halik advised the Committee that all items noted during the IEPA's audit inspection of the Village's water system on March 27, 2018 have been addressed. Halik shared that pictures of all completed items were forwarded to the IEPA on April 25, 2018. Staff is now awaiting written acknowledgement from the IEPA of our successful passing of the audit inspection.

With regard to the IEPA Water Operator's License, Trustee Kelly recommended that the current job description for public works employee be reviewed to ensure it reflects the need for appropriate math skills in order to pass the operator's exam. Trustee Kelly also asked that staff work on assembling an inventory or listing of which Village employees hold the necessary professional licenses at the Village.

10. ADJOURNMENT

Motion to adjourn was made by Chairman Oggerino, seconded by Trustee Kelly. The meeting was adjourned at 6:07 PM.

(Minutes transcribed by: Tim Halik, 6/4/18)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, MAY 1, 2018, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Richard Cobb called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

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

ABSENT: Commissioner Lorraine Grimsby.

Also present was Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES

a. Minutes – April 3, 2018 Regular Meeting – Parks & Recreation Commission

The Commission reviewed the April 3, 2018 minutes.

MOTION: A Motion was made by Commissioner Pionke and seconded by Commissioner Lazarski to approve the April 3, 2018 minutes as presented.

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

4. REPORT

a. Clorox Corp Willow Pond Clean Up – April 23, 2018

Interim Superintendent Fenske related that approximately 10-12 volunteers from the Clorox Corp completed a clean up of Willow Pond Park in conjunction with Earth Day.

b. Movie Night Sponsorship

Interim Superintendent Fenske advised that he has spoken to a representative from Sprint Cellular. The company is looking to become involved with community events and would like to sponsor Movie Night. They will be donating \$600 that will pay for the rental of the movie and movie screen.

5. MOTION TO APPROVE

a. Partial Ban on Smoking in the Parks

Commissioner Landsman reminded the Commission that several surrounding municipalities have total bans of smoking in their parks. Commissioner Landsman reviewed articles that refer to the hazards of secondhand smoke.

Chairman Cobb reviewed the three possible options:

1. No change to policy
2. Designated non-smoking areas – playgrounds, near ball fields, under pavilions, and at Village special events
3. Total smoking ban

Commissioner Pionke related that one problem with instituting a smoking ban, is the enforcement of it.

Commissioners in favor of a full ban of smoking in all parks were Commissioner Landsman, Commissioner Lazarski, Commissioner Pionke, Commissioner Stetina and Chairman Cobb.

Commissioners in favor of a partial ban of smoking in the parks were Commissioner Kaczmarek and Commissioner Kanaverskis.

MOTION: A Motion was made by Commissioner Pionke and seconded by Commissioner Lazarski to recommend to the Village Board a full ban of smoking in all Village parks.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Landsman, Lazarski, Pionke, and Stetina. NAYS: Commissioners Kaczmarek and Kanaverskis. ABSENT: Commissioner Grimsby.

6. DISCUSSION

a. Spring Fling 5K – Sunday, May 6, 2018

Interim Superintendent Fenske advised that as of today's date, there are 86 runners signed up. Packet pick up is scheduled for this Friday, May 4th at the Village Hall and Saturday, May 5th at Black Horizon Brewery.

Pre-race check in on Sunday will begin at 7:30 a.m. The race will begin around 9:00 a.m.

Commissioner Kaczmarek related that volunteers will be needed for the event. Extra shirts and race bags will be sold for \$5.00 each to raise additional money for Gateway SRA.

Commissioner Kaczmarek stated that an ad was placed in Hinsdale Magazine.

Commissioner Kaczmarek advised that certificates will be given to the top three (3) male and top three (3) female 5K runners, as well as the top three (3) runners on the Children's Fun Run. Prizes that have been donated by local businesses will also be awarded to the top finishers.

Commissioner Kaczmarek also stated that the celebrity emcee, Channel 5 News Reporter Lauren Petty, will be announcing to the participants about the community fair, after race party at Black Horizon Brewery, and introducing the singer who will be performing the National Anthem.

Interim Superintendent Fenske related that as of today, total donations received is \$8,950.00. There are still some outstanding donations that have not been received as of yet.

b. Willow Pond Grand Re-Opening – Saturday, June 9, 2018

Chairman Cobb reviewed the budget for the event. Currently, Chairman Cobb stated that there will be no reaching out to businesses for sponsorships. Food will be limited to hot dogs, bottled water, and cake. Chairman Cobb stated that his company will be donating chips, hummus, and an orange drink.

Chairman Cobb related that the pavilion will be dedicated and a plaque placed for Commissioner Stetina and his 40 years of service to the Parks & Recreation Department. Chairman Cobb advised that the fishing pier will be dedicated to former Parks & Recreation Superintendent Walter Righton.

Commission Stetina advised that he will contact his American Legion Post to honor the flag while the National Anthem is being played.

Chairman Cobb requested that Commissioner Kaczmarek contact the DJ and singer used for the 5K about performing at the event.

Chairman Cobb reviewed the program of the event. Ribbon cutting and dedications will begin at approximately 11:30 a.m., with food being served at 12:00 p.m. The fishing derby will be held soon after the food has been served.

Chairman Cobb advised that former White Sox player, Eric Soderholm will be the celebrity guest and will be signing autographs.

7. VISITORS' BUSINESS

None presented.

8. COMMUNICATIONS

Interim Superintendent Fenske advised that the fountains at Willow Pond Park and Prairie Trail Park should be installed by May 15th.

Interim Superintendent Fenske stated that the doors and locks on the new bathroom building at Willow Pond Park have been replaced with electric timers.

Interim Superintendent Fenske related that the Kiwanis Club had the pavilion repaired at Willow Pond over this past weekend. The Kiwanis Club will also be providing a new dedication plaque for the club on the pavilion.

Also, the DuPage County Sheriff's Department SWAP program was out on April 25th and worked on repairs to the fishing pier.

Interim Superintendent Fenske advised that he was contacted by the resident in Lake Hinsdale Tower that was planting flowers in Lake Hinsdale Park. She stated that she can no longer take care of the plantings in that park.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Landsman to adjourn the meeting at the hour of 8:35 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

June 5, 2018

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

A G E N D A

MINUTES OF THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MAY 14TH, 2018 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

Meeting called to order at 5:30pm.

ROLL CALL

In attendance, Chairperson Gayle Neal, Trustee Umberto Davi, Chief Robert Schaller and Deputy Chief Lauren Kaspar.

1. REVIEW APRIL 9TH, 2018 PUBLIC SAFETY COMMITTEE MEETING MINUTES.
Chairperson Neal and Trustee Davi approved the April 9th, 2018 meeting minutes.
2. REVIEW WEEKLY PRESS RELEASES – INFORMATION.
No comment from the Committee.
3. REVIEW OVERTIME REPORT FOR 03/26/2018 – 04/22/2018 AND 04/23/2018 – 04/30/2018 - INFORMATION.
No comment from the Committee.
4. REVIEW MONTHLY EXPENDITURE REPORT FOR APRIL 2018 – INFORMATION.
No comment from the Committee.
5. REVIEW MONTHLY OFFENSE SUMMARY REPORT FOR APRIL 2018 - INFORMATION.
No comment from the Committee.
6. REVIEW LETTER(S) OF RECOGNITION AND APPRECIATION – INFORMATION.
Reviewed by the Committee.
 - Officer Joseph LaValle
 - Secretary Debbie Hahn
7. DISCUSSION ITEMS.
 - Base Station Radio
The Committee discussed the costs and more proposals.
 - Office Furniture
The Committee discussed cost and install to be completed by the Village of Willowbrook to save monies.
 - Building Maintenance
The Committee discussed maintenance issues – cleaning company.
 - Exterior Sprinkler System
The Committee discussed proposal and upcoming proposals.
8. * VISITOR'S BUSINESS (Public comment is limited to three minutes per person).
There were no members of the public present to comment at this meeting.
9. ADJOURNMENT.
The meeting was adjourned at 6:09 p.m.

NEXT MEETING SCHEDULED JUNE 11TH, 2018 AT 5:30 P.M.