

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, JULY 23, 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 - Regular Board Meeting - July 9, 2018 (APPROVE)
  - c. Warrants - \$421,839.32 (APPROVE)
  - d. Ordinance - An Ordinance of the Village of Willowbrook, DuPage County, Illinois Authorizing the Mayor and Village Clerk to Execute an Amendment to the Development Agreement Regarding the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area (PASS)
  - e. Ordinance - An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Authorizing the Mayor and Village Clerk to Execute an Amendment to the Escrow Deposit Agreement with Willowbrook Town Center LLC (PASS)
  - f. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Disposal of the Same (ADOPT)
  - g. Resolution - A Resolution Appointing a Primary Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency ("IRMA") (ADOPT)
  - h. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Complete Interior Plumbing Alterations within the Police Building in order to Provide Water to a Proposed New Landscape Irrigation System - Tri-County Plumbing, Inc., and Ratifying and Confirming the

Village Administrator's Prior Acceptance of  
Said Proposal (ADOPT)

- i. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Adopt a Village Purchasing Card Policy and Procedures (ADOPT)
- j. Motion - Board Advice and Consent to Mayor's Appointment of Robert Pionke as Park & Recreation Commission Chairman (PASS)
- k. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)

NEW BUSINESS

- 6. ORDINANCE - AN ORDINANCE AMENDING CHAPTER 6, ENTITLED "PUBLIC WAYS AND PROPERTY," OF TITLE 4, ENTITLED "MUNICIPAL SERVICES," OF THE WILLOWBROOK MUNICIPAL CODE TO REGULATE AND PERMIT SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY
- 7. ORDINANCE - AN ORDINANCE AMENDING CHAPTER 7 ENTITLED "VILLAGE ADMINISTRATOR" OF TITLE 1 ENTITLED "ADMINISTRATIVE" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
- 8. RESOLUTION - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST ON BEHALF OF THE VILLAGE OF WILLOWBROOK AN INTERGOVERNMENTAL AGREEMENT FOR AN AMENDED MUTUAL AID AGREEMENT AND PLAN WITH NORTHERN ILLINOIS POLICE ALARM SYSTEM (NIPAS)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 9, 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 6:30 p.m. by Village Clerk Leroy Hansen.

2. ROLL CALL

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

ABSENT: Mayor Frank Trilla

Also present were Village Attorney Thomas Bastian, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Assistant Village Administrator Jeffrey Monteleone, Assistant to the Village Administrator Garrett Hummel, Planning Consultant Natalie Zine, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE

Village Clerk Hansen advised that a motion was necessary to appoint Trustee Michael Mistele as Mayor Pro Tem for tonight's meeting.

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino to appoint Trustee Mistele as Mayor Pro Tem.

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

MOTION DECLARED CARRIED

4. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Mistele asked Assistant Village Administrator Monteleone to lead everyone in saying the Pledge of Allegiance.

5. VISITORS' BUSINESS

None presented.

6. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - June 25, 2018 (APPROVE)
- c. Minutes - Closed Session Meeting - June 25, 2018 (APPROVE)
- d. Warrants - \$127,066.79 (APPROVE)
- e. Monthly Financial Report - June 30, 2018 (APPROVE)
- f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute a Certain Contract - Construction of New School Pedestrian Crossing at 59<sup>th</sup> Street and Holmes Avenue - Between the Village of Willowbrook and M&J Asphalt Paving Company, Inc. - Resolution No. 18-R-44 (ADOPT)
- g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Complete Interior Plumbing Alterations within the Police Building in order to Provide Water to a Proposed New Landscape Irrigation System - Compass Plumbing Inc. (Withdrawn)
- h. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute a Certain Contract - Installation of a New Landscape Irrigation System upon the Premises of the Police Building - Krupske Sprinkler Systems, Inc. - Resolution No. 18-R-45 (ADOPT)
- i. Motion - Motion to Approve - Village Hall Water Tank Re-Coating Project: Payout #3 - Final Payment - Tecorp, Inc. (PASS)

Mayor Pro Tem Mistele asked the Board if there were any items to be removed from the Omnibus Vote Agenda. Administrator Halik related that Item 5g needed to be removed from the Omnibus Vote Agenda due to the company going out of business. Administrator Halik advised that a second proposal will be brought before the Board at their next meeting.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. PROCLAMATION - A PROCLAMATION COMMENDING GEORGE SCUKANEC FOR  
FORTY (40) YEARS OF SERVICE WITH THE VILLAGE OF WILLOWBROOK

Mayor Pro Tem Mistele presented George Scukanec with a Proclamation recognizing his 40 years of service with the Village of Willowbrook. Mayor Pro Tem Mistele, the Board of Trustees, and Staff thanked George for his service.

8. RESOLUTION - A RESOLUTION ACCEPTING A PROPOSAL TO MANAGE AND  
ADMINISTER THE JOB APPLICATION AND EXAMINATION PROCESS FOR  
THE PATROL OFFICER HIRING PROCESS AND TO FURTHER AUTHORIZE  
THE VENDOR ACTING AS AN AGENT OF THE VILLAGE, TO ASSESS AN  
APPLICATION FEE FROM CANDIDATES AS PART OF THE APPLICATION  
PROCESS - I/O SOLUTIONS

Chief Schaller related that the current Patrol Officer Eligibility expires in March of 2019. However, the list has been exhausted of potential candidates and the department is in the need to hire an additional officer. I/O Solutions has been used during previous testing cycles, and the Village has had no negative issues with the company.

The Board of Police Commissioners approved the proposal at a special meeting held on June 20, 2018.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adopt Resolution No. 18-R-46 as presented.

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

MOTION DECLARED CARRIED

9. DISCUSSION - PROPOSED ROUTE 83 CORRIDOR STUDY AND PLAN UPDATE  
TO THE ORIGINAL 1991 ROUTE 83 CORRIDOR STUDY AND PLAN

Planning Consultant Zine provided a summary of the process and procedures that occurred for the updating of the Village of Willowbrook's Route 83 Corridor Plan. The original plan had been created in 1991. The Village requested an update of the plan in anticipation of future widening of Route 83 by the Illinois Department of Transportation (IDOT).

Planning Consultant Zine advised that there is currently no plan to widen the Route 83 Corridor. This document will be used in the

event that if IDOT does come forward with plans to expand Route 83, the Village is already prepared with its wishes and desires to become incorporated into their plans.

Planning Consultant Zine related that the vision statement states that the Route 83 Corridor will serve the region as a major north-south roadway that accommodates heavy traffic flow and provides safe and efficient travel to the surrounding communities in Greater DuPage County region. The Corridor will promote a mix of residential neighborhoods, thriving commercial districts, and established institutions. Residents and visitors will enjoy regional connectivity with easy access and close proximity to Interstate I-55 and I-294, as well as opportunities for shopping, dining, and recreation along the corridor. Streetscaping, pedestrian improvements, and noise walls will foster a well-blended environment, benefitting both the residents and local businesses. Planning Consultant Zine stated that this vision statement was crafted directly from Steer Committee comments and stakeholder questionnaire responses.

Trustee Davi questioned if any of the recommendations will be completed even if Route 83 is not widened. Planning Consultant Zine advised that there are some immediate action items that can be completed. Suggestions included safety concerns at Route 83 & 67<sup>th</sup> Street and Route 83 & 63<sup>rd</sup> Street, and changes to the Zoning Ordinance.

Mayor Pro Tem Mistele asked if there would be a need for land acquisition. Planning Consultant Zine related that under the current understanding of how the widening would occur, there would not be a need to acquire any additional land; it should be within the existing right-of-way.

Trustee Kelly requested a list of the portions of the potential projects that the Village could be responsible for to be able to develop potential costs for future budget considerations.

#### PRIOR BUSINESS

#### 10. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly questioned what the status of the Pete's Fresh Market. Administrator Halik advised that IDOT and DuPage County permits have been approved. The Village has not yet received a work schedule from the builder.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi wished to commend Trustee Kelly on his recollection of conversations during a previous Village Board meeting.

Trustee Oggerino had no report.

11. ATTORNEY'S REPORT

Attorney Bastian had no report.

12. CLERK'S REPORT

Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

14. MAYOR'S REPORT

No Mayor's report due to Mayor Trilla's absence.

15. CLOSED SESSION

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

16. ADJOURNMENT

MOTION: Made by Trustee Neal and seconded by Trustee Davi, to adjourn the Regular Meeting at the hour of 7:18 p.m.

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

MOTION DECLARED CARRIED

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Village Board Minutes  
July 9, 2018

PRESENTED, READ and APPROVED.

July 23, 2018.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

## WARRANTS

JULY 23, 2018

GENERAL CORPORATE FUND	-----	\$209,587.43
WATER FUND	-----	206,846.53
HOTEL/MOTEL TAX FUND	-----	-2,310.00
POLICE PENSION FUND	-----	1,484.77
RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX	-----	6,230.59
 TOTAL WARRANTS	-----	\$421,839.32

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							
07/12/2018	APCH	92661	GIORDANO'S	PUBLIC RELATIONS	475-365	10	343.57
07/24/2018	APCH	92662	A/R CONCEPTS	FEES/DUES/SUBSCRIPTIONS	630-307	30	26.67
07/24/2018	APCH	92663	AIRGAS USA LLC	EQUIPMENT RENTAL	750-290	35	80.80
07/24/2018	APCH	92664	AMERICAN FIRST AID SERVICE INC	BUILDING MAINTENANCE SUPPLIES	466-351	10	55.85
07/24/2018	APCH	92666	AXON ENTERPRISE, INC	OPERATING EQUIPMENT	630-401	30	370.00
07/24/2018	APCH	92667	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	30.00
				MAINTENANCE - VEHICLES	630-409	30	195.83
				MAINTENANCE - VEHICLES	630-409	30	408.06
				MAINTENANCE - VEHICLES	630-409	30	57.03
				MAINTENANCE - VEHICLES	630-409	30	57.03
				MAINTENANCE - VEHICLES	630-409	30	57.03
				MAINTENANCE - VEHICLES	630-409	30	57.03
				MAINTENANCE - VEHICLES	630-409	30	627.09
				MAINTENANCE - VEHICLES	630-409	30	670.22
				MAINTENANCE - VEHICLES	630-409	30	33.00
				MAINTENANCE - VEHICLES	630-409	30	57.03
				MAINTENANCE - VEHICLES	630-409	30	195.31
				MAINTENANCE - VEHICLES	630-409	30	24.95
				CHECK APCHK 92667 TOTAL FOR FUND 01:			
				MAINTENANCE - PW BUILDING	725-418	35	350.00
07/24/2018	APCH	92668	BLACK GOLD SEPTIC				
07/24/2018	APCH	92669*	CALL ONE INC	PHONE - TELEPHONES	455-201	10	783.27
				PHONE - TELEPHONES	630-201	30	647.17
				CHECK APCHK 92669 TOTAL FOR FUND 01:			
07/24/2018	APCH	92670	CALL THE UNDERGROUND OASIS IRRIG	STREET & ROW MAINTENANCE	750-328	35	129.85
				STREET & ROW MAINTENANCE	750-328	35	126.86
				CHECK APCHK 92670 TOTAL FOR FUND 01:			
07/24/2018	APCH	92671	CAROLINE DITTMAN	FUEL/MILEAGE/WASH	610-303	25	7.85
07/24/2018	APCH	92672	CHICAGO METRO AGENCY FOR PLANNIN	FEES/DUES/SUBSCRIPTIONS	510-307	15	323.15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND					455-315	10	306.69
07/24/2018	APCH	92673	CHOICE OFFICE EQUIP & SUPPLIES IN COPY SERVICE				
				PRINTING & PUBLISHING	510-302	15	276.00
				PLAN REVIEW - ENGINEER	520-254	15	605.00
				FEES - ENGINEERING	720-245	35	1,580.80
				FEES - ENGINEERING	720-245	35	1,978.08
				FEES - ENGINEERING	720-245	35	1,150.00
				FEES - DRAINAGE ENGINEER	820-246	40	465.00
				FEES - DRAINAGE ENGINEER	820-246	40	1,339.00
				FEES - DRAINAGE ENGINEER REIMB.	820-246	40	450.00
				PLAN REVIEW - DRAINAGE ENGINEER REMB.	820-259	40	2,146.50
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	660.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	165.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	605.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	330.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	110.00
				CHECK APCHK 92674 TOTAL FOR FUND 01:			11,860.38
07/24/2018	APCH	92675	CHRISTOPHER B. BURKE	PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	110.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	110.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	110.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	110.00
				CHECK APCHK 92675 TOTAL FOR FUND 01:			440.00
07/24/2018	APCH	92676	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,725.23
				BUILDING MAINTENANCE SUPPLIES	466-351	10	13.75
				CHECK APCHK 92676 TOTAL FOR FUND 01:			2,738.98
07/24/2018	APCH	92677	CLARKE AQUATIC SERVICES INC	PARK LANDSCAPE SUPPLIES	565-341	20	(273.17)
				LANDSCAPE MAINTENANCE SERVICES	565-342	20	4,142.50
				CHECK APCHK 92677 TOTAL FOR FUND 01:			3,869.33
07/24/2018	APCH	92678	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,520.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/24/2018	APCH	92679#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	460-225	10	223.69
				INTERNET/WEBSITE HOSTING	715-225	35	104.85
				CHECK APCHK 92679 TOTAL FOR FUND 01:			328.54
07/24/2018	APCH	92680*	COMMONWEALTH EDISON	RED LIGHT - COM ED	630-248	30	40.57
				RED LIGHT - COM ED	630-248	30	47.27
				RED LIGHT - COM ED	630-248	30	47.37
				ENERGY - STREET LIGHTS	745-207	35	45.74
				ENERGY - STREET LIGHTS	745-207	35	369.49
				CHECK APCHK 92680 TOTAL FOR FUND 01:			550.44
07/24/2018	APCH	92681	CONSTRUCTION CAD SOLUTIONS	PARK PERMIT FEES	310-814	00	100.00
07/24/2018	APCH	92682	DAWN GONZALEZ	RED LIGHT FINES	310-503	00	100.00
07/24/2018	APCH	92683*	DELTA DENTAL PLAN OF ILLINOIS	EMP DED PAY- INSURANCE	210-204	00	1,241.48
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	156.77
				HEALTH/DENTAL/LIFE INSURANCE	510-141	15	114.32
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	228.64
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	2,270.01
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	213.93
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	114.32
				CHECK APCHK 92683 TOTAL FOR FUND 01:			4,339.47
07/24/2018	APCH	92684	DENNIS KOWSKI	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	105.00
07/24/2018	APCH	92685#	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	26.40
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	23.60
				CHECK APCHK 92685 TOTAL FOR FUND 01:			50.00
07/24/2018	APCH	92686	DU-COMM	RADIO DISPATCHING	675-235	30	3,290.95
				RADIO DISPATCHING	675-235	30	63,796.50
				CHECK APCHK 92686 TOTAL FOR FUND 01:			67,087.45
07/24/2018	APCH	92687	DUPAGE COUNTY TREASURER	EDP LICENSES	640-263	30	750.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/24/2018	APCH	92688	DUPAGE JUV OFCRS ASSN	FEES/DUES/SUBSCRIPTIONS	630-307	30	40.00
07/24/2018	APCH	92691	FOREST AWARDS & ENGRAVING	OFFICE SUPPLIES	455-301	10	16.75
07/24/2018	APCH	92692	GENE'S TIRE SERVICE	MAINTENANCE - VEHICLES	735-409	35	798.60
07/24/2018	APCH	92693	GREAT LAKES CONCRETE, LLC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	133.70
07/24/2018	APCH	92694	GUARDIAN TRACKING LLC	EDP LICENSES	640-263	30	1,303.00
07/24/2018	APCH	92695*#	H AND R CONSTRUCTION INC.	STREET & ROW MAINTENANCE	750-328	35	2,900.00
07/24/2018	APCH	92696#	HANSON LANDSCAPE DESIGN	CONTRACTED MAINTENANCE	570-281	20	4,784.91
				ROUTE 83 BEAUTIFICATION	755-281	35	4,243.22
				CHECK APCHK 92696 TOTAL FOR FUND 01:			9,028.13
07/24/2018	APCH	92697*#	HINSDALE NURSERIES, INC.	STREET & ROW MAINTENANCE	750-328	35	470.00
				STREET & ROW MAINTENANCE	750-328	35	2,759.00
				REIMB EXP - OTHER	755-283	35	247.00
				REIMB EXP - OTHER	755-283	35	2,366.00
				REIMB EXP - OTHER	755-283	35	494.00
				CHECK APCHK 92697 TOTAL FOR FUND 01:			6,336.00
07/24/2018	APCH	92698#	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	466-351	10	87.81
				PARK LANDSCAPE SUPPLIES	565-341	20	89.91
				PARK LANDSCAPE SUPPLIES	565-341	20	69.52
				PARK LANDSCAPE SUPPLIES	565-341	20	4.48
				PARK LANDSCAPE SUPPLIES	565-341	20	9.94
				STREET & ROW MAINTENANCE	750-328	35	4.97
				CHECK APCHK 92698 TOTAL FOR FUND 01:			266.63
07/24/2018	APCH	92699	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
07/24/2018	APCH	92700	HUNTER ASPHALT PAVING INC	STREET & ROW MAINTENANCE	750-328	35	2,460.00
07/24/2018	APCH	92701	IL GOVERNMENT FINANCE OFFICERS	SCHOOLS/CONFERENCES/TRAVEL	610-304	25	25.00
07/24/2018	APCH	92702	J. P. COOKE CO.	OPERATING SUPPLIES	630-331	30	211.80

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/24/2018	APCH	92703	JOHN J. HANDZIK	OPERATING EQUIPMENT	630-401	30	50.52
07/24/2018	APCH	92704	JULIE, INC.	J.U.L.I.E.	755-332	35	1,191.01
07/24/2018	APCH	92705	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
07/24/2018	APCH	92706#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	396.00
				COPY SERVICE	630-315	30	270.87
				COPY SERVICE	630-315	30	38.80
				CHECK APCHK 92706 TOTAL FOR FUND 01:			705.67
07/24/2018	APCH	92707	LARY DENZ	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	262.50
07/24/2018	APCH	92708*#	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	10,152.98
07/24/2018	APCH	92709	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30	638.00
				RED LIGHT - ADJUDICATOR	630-246	30	330.00
				CHECK APCHK 92709 TOTAL FOR FUND 01:			968.00
07/24/2018	APCH	92710	LOGSDON OFFICE SUPPLY	OFFICE SUPPLIES	455-301	10	67.53
				COMMISSARY PROVISION	455-355	10	18.39
				CHECK APCHK 92710 TOTAL FOR FUND 01:			85.92
07/24/2018	APCH	92711	MARISA LAGUNAS	PARK PERMIT FEES	310-814	00	100.00
07/24/2018	APCH	92712	MARK CAPOSTENO	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	175.00
07/24/2018	APCH	92713	MATHAL M NEDUMGOTTIL	PARK PERMIT FEES	310-814	00	250.00
07/24/2018	APCH	92714	MEL KREJCI	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	94.00
07/24/2018	APCH	92715	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	157.50
07/24/2018	APCH	92716	MIDCO	EDP LICENSES	615-263	25	414.00
07/24/2018	APCH	92717	MUNICIPAL CLERKS OF DUPAGE CNTY	FEES/DUES/SUBSCRIPTIONS	410-307	05	35.00
07/24/2018	APCH	92718	NICHOLAS VOLEK	UNIFORMS	630-345	30	171.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				K-9 PROGRAM	650-340	30	91.95
				CHECK APCHK 92718 TOTAL FOR FUND 01:			<u>263.35</u>
07/24/2018	APCH	92719#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	30.45
				NICOR GAS (825 MIDWAY)	570-235	20	28.05
				NICOR GAS (7760 QUINCY)	630-235	30	108.09
				NICOR GAS	725-415	35	38.81
				CHECK APCHK 92719 TOTAL FOR FUND 01:			<u>205.40</u>
07/24/2018	APCH	92720	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	300.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	500.00
				CHECK APCHK 92720 TOTAL FOR FUND 01:			<u>800.00</u>
07/24/2018	APCH	92721	OCCUPATIONAL HEALTH CENTERS	WELLNESS	480-276	10	113.00
				WELLNESS	480-276	10	113.00
				CHECK APCHK 92721 TOTAL FOR FUND 01:			<u>226.00</u>
07/24/2018	APCH	92722	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10	95.67
07/24/2018	APCH	92723	P. F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	314.00
07/24/2018	APCH	92724	PCS INTERNATIONAL	EDP EQUIPMENT/SOFTWARE	615-212	25	695.98
				EDP EQUIPMENT/SOFTWARE	615-212	25	669.00
				CHECK APCHK 92724 TOTAL FOR FUND 01:			<u>1,364.98</u>
07/24/2018	APCH	92725	PETER TROOST MONUMENT CO	SPECIAL EVENT - PARK OPENING	585-156	20	2,054.36
07/24/2018	APCH	92726	PIONEER PRESS	FEES/DUES/SUBSCRIPTIONS	630-307	30	64.48
07/24/2018	APCH	92727	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	110.00
07/24/2018	APCH	92728	RAGS ELECTRIC, INC	MAINTENANCE - STREET LIGHTS	745-223	35	145.75
				MAINTENANCE - STREET LIGHTS	745-223	35	384.75
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	143.00
				CHECK APCHK 92728 TOTAL FOR FUND 01:			<u>673.50</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/24/2018	APCH	92729	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL - RIEMB	820-255	40	2,454.00
07/24/2018	APCH	92730	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	37.90
				OPERATING EQUIPMENT	630-401	30	18.95
				CHECK APCHK 92730 TOTAL FOR FUND 01:			56.85
07/24/2018	APCH	92731	REPUBLIC SVC #551	WASTE STICKERS - ARC	130-112	00	1,500.00
07/24/2018	APCH	92732	RICK ROCK	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	35.00
07/24/2018	APCH	92733	ROBERT DERMODY	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	210.00
07/24/2018	APCH	92734#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
				PHONE - TELEPHONES	630-201	30	65.76
				CHECK APCHK 92734 TOTAL FOR FUND 01:			131.52
07/24/2018	APCH	92735	SHERIDAN PLUMBING & SEWER	JET CLEANING CULVERT	750-286	35	1,560.00
07/24/2018	APCH	92736	SIGNS NOW	OFFICE SUPPLIES	455-301	10	25.70
07/24/2018	APCH	92737#	STAPLES	OFFICE SUPPLIES	455-301	10	230.43
				COMMISSARY PROVISION	455-355	10	31.35
				OFFICE SUPPLIES	810-301	40	79.39
				CHECK APCHK 92737 TOTAL FOR FUND 01:			341.17
07/24/2018	APCH	92738#	SUBURBAN DOOR CHECK & LOCK SERVI	OPERATING EQUIPMENT	630-401	30	44.80
				OPERATING EQUIPMENT	755-401	35	120.70
				CHECK APCHK 92738 TOTAL FOR FUND 01:			165.50
07/24/2018	APCH	92740	SWANK MOTION PICTURES INC	FAMILY SPECIAL EVENT - MOVIE NIGHT	585-151	20	463.00
07/24/2018	APCH	92741	T.P.I.	CONSULTING SERVICES	815-306	40	7,052.50
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	9,975.00
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	4,847.72
				PART TIME - INSPECTOR	830-109	40	3,822.00
				PLUMBING INSPECTION REIMB	830-115	40	1,970.00



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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 07/11/2018 - 07/24/2018

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND 07/24/2018	APCH	94 (E)	PCS CLOUD SOLUTIONS	EDP LICENSES	615-263	25	9,632.40
Total for fund 01 GENERAL FUND							209,587.43

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
07/24/2018	APCH	92669*	CALL ONE INC	PHONE - TELEPHONES	401-201	50	226.28
07/24/2018	APCH	92680*	COMMONWEALTH EDISON	ENERGY - ELECTRIC PUMP	420-206	50	54.03
				ENERGY - ELECTRIC PUMP	420-206	50	359.94
				CHECK APCHK 92680 TOTAL FOR FUND 02:			<u>413.97</u>
07/24/2018	APCH	92683*	DELTA DENTAL PLAN OF ILLINOIS	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	213.93
07/24/2018	APCH	92689	EAST JORDAN IRON WORKS, INC.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	295.00
07/24/2018	APCH	92690	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	90.00
07/24/2018	APCH	92695*	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,064.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,250.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	9,345.00
				CHECK APCHK 92695 TOTAL FOR FUND 02:			<u>15,659.00</u>
07/24/2018	APCH	92739	SUNSET SEWER & WATER	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,838.40
07/24/2018	APCH	92742*	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	348.00
07/24/2018	APCH	92747*	UNDERGROUND PIPE & VALVE, CO.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	738.00
07/24/2018	APCH	92749*	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	179.03
07/24/2018	APCH	93 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	184,844.92
				Total for fund 02 WATER FUND			206,846.53

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 07/11/2018 - 07/24/2018

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount

Fund:	03 HOTEL/MOTEL TAX FUND						
07/24/2018	APCH	92697*	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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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 07/11/2018 - 07/24/2018

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND							
07/24/2018	APCH	92665	ATWELL & ATWELL	LEGAL FEES	401-242	62	1,484.77
Total for fund 07 POLICE PENSION FUND							1,484.77

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
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07/24/2018	APCH	92708*	LAW OFFICES STORINO RAMELLO&DURK	LEGAL FEES	401-242	15	6,230.59
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TOTAL - ALL FUNDS							
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'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND							
'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT							

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

**Payroll Liability Check Register**  
**For Check Dates 06/01/2018 to 06/30/2018**

Check Number	Vendor Name	Check Date	Check Amount
53193	AFLAC	06/22/2018	1,652.89
53194	COMMUNITY BANK OF WILLOWBROOK	06/22/2018	309.16
53195	I C M A RETIREMENT TRUST - 457	06/22/2018	725.00
53196	ILLINOIS STATE DISBURSEMENT UNIT	06/22/2018	1,400.31
53197	ILLINOIS FRATERNAL	06/22/2018	860.00
53198	NATIONWIDE RETIREMENT SOLUTIONS	06/22/2018	4,099.78
53199	VILLAGE OF WILLOWBROOK	06/22/2018	41,184.25
EFT168	EFTPS	06/22/2018	45,646.97
EFT169	I.M.R.F. PENSION FUND	06/22/2018	23,049.79
EFT170	ILLINOIS DEPT. OF REVENUE	06/22/2018	7,015.91
53182	COMMUNITY BANK OF WILLOWBROOK	06/08/2018	309.16
53183	I C M A RETIREMENT TRUST - 457	06/08/2018	725.00
53184	ILLINOIS STATE DISBURSEMENT UNIT	06/08/2018	1,400.31
53185	NATIONWIDE RETIREMENT SOLUTIONS	06/08/2018	4,094.93
53186	VILLAGE OF WILLOWBROOK	06/08/2018	41,218.12
EFT166	EFTPS	06/08/2018	32,248.58
EFT167	ILLINOIS DEPT. OF REVENUE	06/08/2018	6,304.25

Total Checks: 17

Total Paid:

\$212,244.41

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA	<b>AGENDA NO.</b> <b>5d</b>  <b>AGENDA DATE:</b> <u>7/23/18</u>
<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>T. Halik</u>
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> <u>THOMAS BASTIAN TH.</u>
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>T. Halik</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>	<b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>N/A</b> <input checked="" type="checkbox"/>

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

Among other control documents, the development of the Town Center Shopping Center is governed by a Development Agreement. The Development Agreement contains various project related provisions, and associated deadlines, which were negotiated between the Village and Harlem Irving Companies. The First Amendment to the Development Agreement was executed on November 28, 2011, pursuant to which the Developer posted the sum of \$173,645.95 in an escrow account to fund future improvements to the benefit of the properties within the TIF District. The original Agreement contained a deadline date of August 1, 2013 in which to complete all improvements. The Village then subsequently executed a Second Amendment to the Development Agreement, which included provisions related to the Chick-fil-A. The Third Amendment to the Development Agreement provided for a time extension in which to use the remaining escrow account funds. At that time, the deadline date was changed from August 1, 2013 to August 1, 2014. A Fourth Amendment to the Development Agreement was approved to change the deadline from August 1, 2014 to August 1, 2015. On July 27, 2015, a Fifth Amendment to the Development Agreement was approved to change the deadline from August 1, 2015 to August 1, 2017. On July 10, 2017 a Sixth Amendment to the Development Agreement was approved to change the deadline from August 1, 2017 to August 1, 2018.

It is now necessary to again amend the Development Agreement to provide for another time extension in which to complete the improvements secured by the escrow funds. The Seventh Amendment to the Development Agreement was drafted and sent to Harlem Irving's legal counsel for review. The document has since been approved by Harlem Irving.

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

The Seventh Amendment to Development Agreement includes the following:

- 1) Extends the deadline date for the completion of improvements related to the Willowbrook Town Center Shopping Center from August 1, 2018 to August 1, 2019.

### ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 18-O-\_\_\_\_\_

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS,  
AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE  
DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX  
INCREMENT REDEVELOPMENT PROJECT AREA

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**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the "Village") have previously determined that it was necessary and advisable for the public health, safety, welfare and convenience of residents of the Village that the Village undertake a redevelopment project and have previously approved a redevelopment plan (the "Plan") and designated a redevelopment project area (the "Project Area") for that portion of the Village known as the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area, all as authorized by the Tax Increment Allocation Redevelopment Act, as amended; and,

**WHEREAS**, as part of the Plan, on October 4, 2006 the parties entered into a Development Agreement (the "Agreement") pursuant to which the Developer has constructed a retail shopping center, a self-storage facility, and certain required public improvements on the Site (as defined in the "Agreement"); and,

**WHEREAS**, on November 28, 2011 the parties executed an Amendment to the Agreement (the "First Amendment to the Agreement") pursuant to which the Developer posted a sum in escrow to be used to for public improvements within the TIF District, such improvements to occur prior to August 1, 2013; and,

**WHEREAS**, on December 17, 2012 the parties executed an Amendment to the Agreement (the "Second Amendment to the Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and,

**WHEREAS**, on July 8, 2013 the parties executed an Amendment to the Agreement (the "Third Amendment to the Agreement") to extend the expiration date by which the sum posted in escrow is to be used for public improvements within the TIF District, such improvements to occur prior to August 1, 2014; and,

**WHEREAS**, on June 23, 2014 the parties executed an Amendment to the Agreement (the "Fourth Amendment to the Agreement") to extend the expiration date by which the sum posted in escrow is to be used for public improvements within the TIF District, such improvements to occur prior to August 1, 2015; and,

**WHEREAS**, on July 15, 2015 the parties executed an Amendment to the Agreement (the "Fifth Amendment to the Agreement") to extend the expiration date by which the sum posted in escrow is to be used for public improvements within the TIF District, such improvements to occur prior to August 1, 2017; and,

**WHEREAS**, on July 10, 2017 the parties executed an Amendment to the Agreement (the "Sixth Amendment to the Agreement") to extend the expiration date by which the sum posted in escrow is to be used for public improvements within the TIF District, such improvements to occur prior to August 1, 2018; and,

**WHEREAS**, it is now desirable and in the best interest of the residents of the Village for the Village to further amend the First Amendment to the Agreement with the Willowbrook Town Center, LLC (the "Developer") regarding the Project Area, in furtherance of the Plan; and,

**WHEREAS**, The Seventh Amendment to the Agreement is on file with the Village Clerk of the Village and available for public inspection.

**NOW, THEREFORE, BE IT ORDAINED** 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 the Seventh Amendment to the Agreement between the Village and the Developer, in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein, with such changes as are approved by the Mayor and Village Attorney.

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

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

PASSED and APPROVED this 23<sup>rd</sup> day of July, 2018.

APPROVED:

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Mayor

ATTEST:

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Village Clerk

ROLL CALL VOTE:

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

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

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

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

**SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Seventh Amendment") is made and entered into this 23<sup>rd</sup> day of July, 2018, by and between the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (the "Village") and Willowbrook Town Center LLC (the "Developer"); the Developer and the Village being sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties".

**RECITALS**

A. Pursuant to the terms of a Redevelopment Plan entitled "Route 83 and Plainfield Road Tax Increment Financing Redevelopment Project and Plan", dated March 1990 (as amended, hereinafter referred to as the "Redevelopment Plan"), the Village designated a certain area (the "Area") within its municipal limits for redevelopment and revitalization.

B. To stimulate the redevelopment of the Area, and pursuant to the Act, the corporate authorities of the Village passed the following Ordinances: (1) Ordinance No. 90-O-30, AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA; (2) Ordinance No. 90-O-31, AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, DESIGNATING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT Act; (3) Ordinance No. 90-O-32, AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA.

C. Upon subsequent submittal of a zoning application by the Developer and completion of a zoning process, the corporate authorities of the Village also passed the following Ordinance: Ordinance No. 06-O-27, AN ORDINANCE REZONING CERTAIN TERRITORY, GRANTING CERTAIN SPECIAL USE PERMITS, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS, GRANTING APPROVAL OF A PRELIMINARY PLAT OF SUBDIVISION, GRANTING APPROVAL OF A PRELIMINARY PLANNED UNIT DEVELOPMENT AND RELATED MATTERS – ROUTE 83 AND PLAINFIELD ROAD – WILLOWBROOK TOWN CENTER (the "Zoning Ordinance").

D. The Parties entered into a Development Agreement dated October 4, 2006 (the “Original Agreement”), as amended, pursuant to which the Developer has constructed a retail shopping center, a self-storage facility and certain required public improvements on the Site (as defined in the Original Agreement).

E. The Parties jointly executed an Amendment to the Original Agreement dated November 28, 2011 (the “First Amendment to the Original Agreement”), pursuant to which the Developer was required to deposit the sum of \$173,645.95 in escrow. Said escrow deposit represented the unspent amount of funds to be used for the purpose of completing certain improvements as outlined within Section Three, Item A of the First Amendment to the Original Agreement. Further, pursuant to the terms of the First Amendment to the Original Agreement, the Village is to determine how to expend the funds for public improvements that are of general benefit to the properties embraced within the TIF District prior to August 1, 2013.

F. The parties jointly executed an Amendment to the First Amendment to the Original Agreement dated July 8, 2013 (the “Third Amendment to the Original Agreement”) to extend the expiration date by which the sum posted in escrow is to be used for public improvements within the TIF District, such improvements to occur prior to August 1, 2014.

G. The parties jointly executed an Amendment to the First Amendment to the Original Agreement dated June 23, 2014 (the “Fourth Amendment to the Original Agreement”) to extend the expiration date by which the sum posted in escrow is to be used for public improvements within the TIF District, such improvements to occur prior to August 1, 2015.

H. The parties jointly executed an Amendment to the First Amendment to the Original Agreement dated July 15, 2015 (the “Fifth Amendment to the Original Agreement”) to extend the expiration date by which the sum posted in escrow is to be used for public improvements within the TIF District, such improvements to occur prior to August 1, 2017.

I. The parties jointly executed an Amendment to the First Amendment to the Original Agreement dated July 10, 2017 (the “Sixth Amendment to the Original Agreement”) to extend the expiration date by which the sum posted in escrow is to be used for public improvements within the TIF District, such improvements to occur prior to August 1, 2018

In consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for the other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

SECTION ONE  
INCORPORATION OF RECITALS

The Parties hereby confirm the truth and validity of their respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Seventh Amendment. Such recitals are hereby incorporated into and made a part of this Seventh Amendment as though they were fully set forth in this Section One.

SECTION TWO  
INTEGRATION OF ORGINAL AGREEMENT

The provisions of this Seventh Amendment shall be deemed by the Parties to be fully integrated into the Sixth Amendment to the Original Agreement. The Sixth Amendment to the Original Agreement shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Seventh Amendment. Should any provision of the Sixth Amendment to the Original Agreement conflict with any provision of this Seventh Amendment, the provisions of this Seventh Amendment shall control.

Terms capitalized in this Seventh Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Sixth Amendment to the Original Agreement. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Seventh Amendment and, to the extent such terms are also defined terms in the Sixth Amendment to the Original Agreement, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the Sixth Amendment to the Original Agreement.

SECTION THREE  
ADDITIONAL IMPROVEMENTS

The Developer has deposited and the Village currently holds in escrow the sum of \$173,645.95, representing the unspent amount of funds to be used for the purpose of future construction of bowling alley improvements. The time for the Village to continue to work with the owner of the bowling alley to expend the funds on the construction of the bowling alley improvements as contained within the Zoning Ordinance shall be extended to and until August 1, 2019. Any funds, including interest earned thereon, not used by August 1, 2019, shall be returned to the Developer.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and seals on the day and year first above written.

VILLAGE:

VILLAGE OF WILLOWBROOK,  
an Illinois municipal corporation

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

ATTEST:

---

Village Clerk

DEVELOPER:

WILLOWBROOK TOWN CENTER, LLC  
an Illinois limited liability company  
By: The Harlem Irving Companies, Inc., its  
Administrative Manager

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

ATTEST:

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Secretary

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank A. Trilla, Mayor of the VILLAGE OF WILLOWBROOK, and Leroy Hansen, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that he, as custodian for the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## Notary Public

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ of The Harlem Irving Companies, an Illinois corporation, and \_\_\_\_\_, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian for the corporate seal of said corporation, did affix the seal of said corporation to said instrument, as he own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

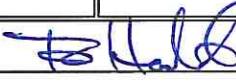
GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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## Notary Public

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:  AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE ESCROW DEPOSIT AGREEMENT WITH WILLOWBROOK TOWN CENTER LLC	AGENDA NO. <b>5e</b>	AGENDA DATE: <u>7/23/18</u>	
STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: 		
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>		
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: 		
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>  Pursuant to the approving ordinance and project Development Agreement executed on October 4, 2006 with Willowbrook Town Center LLC, the Developer was to fund \$250,000 in improvements to the Willowbrook Lanes Bowling Alley property. The Agreement provides that if the Developer and the bowling alley owner could not come to an agreement regarding the improvements, the Developer is then required to deposit the funds into an escrow account while the Village works with the bowling alley owner to complete the work. Of the required expenditure amount of \$250,000, a total of \$76,354.05 in improvements has already been completed by the Developer to date. On November 28, 2011, the Village Board adopted a resolution establishing an escrow account for the remaining funds (\$173,645.95). The original Escrow Deposit Agreement contained a deadline date of August 1, 2013 in which to use these funds. If the funds were not used by this time, the funds plus interest were to be returned to the Developer.  <ul style="list-style-type: none"><li>▪ On July 8, 2013, both the Village and Developer executed a First Amendment to the Escrow Deposit Agreement to extend the deadline date from August 1, 2013 to August 1, 2014.</li><li>▪ On June 23, 2014, both the Village and Developer executed a Second Amendment to the Escrow Deposit Agreement to extend the deadline date from August 1, 2014 to August 1, 2015.</li><li>▪ On July 27, 2015, both the Village and Developer executed a Third Amendment to the Escrow Deposit Agreement to extend the deadline date from August 1, 2015 to August 1, 2017.</li><li>▪ On July 10, 2017, both the Village and Developer executed a Fourth Amendment to the Escrow Deposit Agreement to extend the deadline date from August 1, 2017 to August 1, 2018.</li></ul>			
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b>  The remaining funds have been earmarked to be used towards the installation of a new traffic signal at the Plainfield Road access drive of the Town Center. This new signal will be installed by the Pete's Fresh Market (PFM) developer, and would benefit all three (3) properties (Town Center, the Willowbrook Bowl, and PFM). However, since the construction of off-site improvements associated with the PFM development has not yet commenced, staff has again contacted representatives of Harlem Irving to request another time extension in which to use the remaining escrow funds. Harlem Irving is agreeable to extending the deadline date for one (1) more year. Therefore, a Fifth Amendment to the Escrow Deposit Agreement was drafted which serves to extend the deadline date for use of the remaining funds from August 1, 2018 to August 1, 2019.			
<b>ACTION PROPOSED:</b> Pass the Ordinance.			

ORDINANCE NO. 18-O-\_\_\_\_\_

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS,  
AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE ESCROW  
DEPOSIT AGREEMENT WITH WILLOWBROOK TOWN CENTER LLC

---

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the "Village") have previously entered into and are parties to that certain Escrow Deposit Agreement, dated November 28, 2011 ("Escrow Agreement"); and

**WHEREAS**, the Village and Developer did amend and modify the Escrow Agreement on July 8, 2013 ("First Amendment to Escrow Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and

**WHEREAS**, the Village and Developer did amend and modify the Escrow Agreement again on June 23, 2014 ("Second Amendment to Escrow Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and

**WHEREAS**, the Village and Developer did amend and modify the Escrow Agreement again on July 27, 2015 ("Third Amendment to Escrow Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and

**WHEREAS**, the Village and Developer did amend and modify the Escrow Agreement again on July 10, 2017 ("Fourth Amendment to Escrow Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and

**WHEREAS**, the Village and Developer desire to further amend and modify the Escrow Agreement to incorporate certain terms and conditions set forth in this Fifth Amendment.

**NOW, THEREFORE, BE IT ORDAINED** 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 the Fifth Amendment to the Escrow Agreement between the Village and the Developer, in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein, with such changes as are approved by the Mayor and Village Attorney.

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

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

PASSED and APPROVED this 23<sup>rd</sup> day of July, 2018.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**FIFTH AMENDMENT  
TO ESCROW DEPOSIT AGREEMENT**

This Fifth Amendment to Escrow Deposit Agreement ("Fifth Amendment") is entered into this 23<sup>rd</sup> day of July, 2018, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation ("Village"), and WILLOWBROOK TOWN CENTER, LLC, a limited liability company ("Developer").

WITNESSETH:

WHEREAS, Village and Developer have entered into and are parties to that certain Escrow Deposit Agreement, dated November 28, 2011 ("Escrow Agreement"); and

WHEREAS, the Village and Developer did amend and modify the Escrow Agreement on July 8, 2013 ("First Amendment to Escrow Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and

WHEREAS, the Village and Developer did again amend and modify the Escrow Agreement on June 23, 2014 ("Second Amendment to Escrow Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and

WHEREAS, the Village and Developer did again amend and modify the Escrow Agreement on July 27, 2015 ("Third Amendment to Escrow Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and

WHEREAS, the Village and Developer did again amend and modify the Escrow Agreement on July 10, 2017 ("Fourth Amendment to Escrow Agreement") to incorporate certain terms and conditions set forth and agreed upon at that time; and

WHEREAS, Village and Developer desire to further amend and modify the Escrow Agreement to incorporate the terms and conditions set forth in this Fifth Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.

2. Definitions; Amendment Controls. Capitalized terms used, but not defined herein, shall have the same meaning ascribed to such terms in the Escrow Agreement. To the extent any of the terms and conditions set forth in this Fifth Amendment shall conflict with any of the terms and conditions of the Escrow Agreement, First Amendment to Escrow Agreement, Second Amendment to Escrow Agreement, Third Amendment to Escrow Agreement, or Fourth Amendment to Escrow Agreement, the terms and conditions set forth in this Fifth Amendment

shall at all times supersede, govern and control. In all other respects, this Fifth Amendment shall supplement the terms and conditions of the Escrow Agreement, First Amendment to Escrow Agreement, Second Amendment to Escrow Agreement, Third Amendment to Escrow Agreement, and Fourth Amendment to Escrow Agreement.

3. Compliance. The parties hereby acknowledge that upon execution hereof each has faithfully performed its required obligations under the terms of the Escrow Agreement, First Amendment to Escrow Agreement, Second Amendment to Escrow Agreement, Third Amendment to Escrow Agreement, and Fourth Amendment to Escrow Agreement and that neither party is now in breach or in default in the performance of any covenants or agreement required to be performed of such party under the Escrow Agreement, First Amendment to Escrow Agreement, Second Amendment to Escrow Agreement, Third Amendment to Escrow Agreement, or Fourth Amendment to Escrow Agreement, as of the date hereof.

4. Expiration of Escrow. The Escrow Deposit Agreement expiration date shall be hereby extended from August 1, 2018 to and until August 1, 2019.

5. Ratification of Contract. Except as amended and modified herein, the Escrow Agreement is hereby ratified to be in full force and effect.

6. Counterparts. This Fifth Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Fifth Amendment to be executed, as of the day and year first above written.

VILLAGE:

VILLAGE OF WILLOWBROOK,  
an Illinois municipal corporation

DEVELOPER:

WILLOWBROOK TOWN CENTER, LLC  
an Illinois limited liability company  
By: The Harlem Irving Companies, Inc., its  
Administrative Manager

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

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

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF THE SAME.

AGENDA NO.

5f

AGENDA DATE: 07/23/2018

STAFF REVIEW: Robert Schaller, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES  N/A

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

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

Staff has compiled a list of outdated leather gear deemed surplus ready for disposal. Staff will donate the leather goods to Northeast Multi Regional Training (NEMRT).

Quantity	Color	Description	Serial #
6	Black	Leather Duty Belts	N/A

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the donation of the property listed above.

ACTION PROPOSED:

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 18-0-

AN ORDINANCE DECLARING SURPLUS PROPERTY  
AND AUTHORIZING THE DISPOSAL OF THE SAME.

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

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

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

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

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

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

PASSED and APPROVED this 23<sup>rd</sup> day of July 2018.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

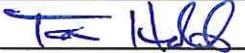
ABSENT: \_\_\_\_\_

**EXHIBIT "A"**

<b>Quantity</b>	<b>Color</b>	<b>Description</b>	<b>Serial #</b>
6	Black	Leather Duty Belts	N/A

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:  A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY ("IRMA")	AGENDA NO.  5g
STAFF REVIEW: Tim Halik, Village Administrator  LEGAL REVIEW: Thomas Bastian, Village Attorney  RECOMMENDED BY: Tim Halik, Village Administrator	AGENDA DATE: <u>7/23/18</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	SIGNATURE:   THOMAS BASTIAN TH.  
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)  The Village of Willowbrook is represented on the Intergovernmental Risk Management Agency ("IRMA") Board of Directors through an appointed delegate and alternate delegate. The IRMA Board meets on a quarterly basis to review and discuss relevant risk management related matters affecting municipalities. The designated alternate delegate would attend meetings in the event that the primary delegate could not. The appointment to serve on the IRMA Board of Directors is made by Resolution adopted by the Village Board.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)  One of the duties assigned to the position of Assistant Village Administrator within the Administration Department is that of risk management. Therefore, Jeffrey Monteleone will serve as the primary delegate to IRMA. The duties of this position were previously performed by Garrett Hummel. Carrie Dittman will remain as the designated alternate delegate to IRMA.	
ACTION PROPOSED:  Adopt the attached resolution.	

RESOLUTION NO. 18-R\_\_\_\_\_

A RESOLUTION APPOINTING A PRIMARY DELEGATE AND ALTERNATE DELEGATE TO THE  
INTERGOVERNMENTAL RISK MANAGEMENT AGENCY ("IRMA")

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WHEREAS, the Village of Willowbrook adopted the Contract and By-Laws of the  
Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said  
cooperative; and,

WHEREAS, said contract provides that member units of local government shall by majority  
vote of its corporate authorities select one (1) individual to represent that body on the Board of  
Directors of said Intergovernmental Agency ; and,

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

SECTION ONE: That Jeffrey Monteleone, Assistant Village Administrator, Village of  
Willowbrook, is hereby appointed to represent the Village of Willowbrook as the primary delegate  
on the Board of Directors of said Intergovernmental Risk Management Agency.

SECTION TWO: That Carrie Dittman, Director of Finance, Village of Willowbrook, is  
hereby appointed as the alternate delegate to serve if Jeffrey Monteleone is unable to carry out  
his aforesaid duties as the representative of the Village of Willowbrook to said  
Intergovernmental Agency.

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

ADOPTED and APPROVED this 23<sup>rd</sup> day of July, 2018.

APPROVED:

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Mayor

ATTEST:

---

Village Clerk

ROLL CALL VOTE:

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p><b>ITEM TITLE:</b>            A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO COMPLETE INTERIOR PLUMBING ALTERATIONS WITHIN THE POLICE BUILDING IN ORDER TO PROVIDE WATER TO A PROPOSED NEW LANDSCAPE IRRIGATION SYSTEM – TRI-COUNTY PLUMBING, INC., AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR ACCEPTANCE OF SAID PROPOSAL</p>	<b>AGENDA NO.</b> <b>5h</b> <b>AGENDA DATE:</b> <u>7/23/18</u>
---	---

<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>T. Halik</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>THOMAS BASTIAN TH.</u>
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>T. Halik</u>
<b>REVIEWED BY MUNICIPAL SERVICES COMMITTEE:</b> YES <input checked="" type="checkbox"/> on July 9, 2018    NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

The Fiscal Year 2018/19 Budget includes \$6,460 to install a landscape irrigation system at the police building. The budgeted amount was based on a proposal staff received last fall (Sept. 13, 2017) from Oasis Irrigation. However, the Oasis proposed design to connect the irrigation system to the building water system was not preferred. This spring, after the FY 2018/19 budget was approved, Chief Schaller solicited additional proposals from three (3) other irrigation vendors, which were received on June 4, 2018:

D&H Lawn Irrigation, Inc. - \$6,495  
**Krupske Sprinkler Systems, Inc. - \$7,290**  
 Carefree Lawn Sprinklers - \$4,650

The water connection method proposed in the Carefree proposal was also not preferred. Therefore, staff would recommend that the irrigation system designed by Krupske Sprinkler Systems, Inc., which includes a self-draining outside pipe system in order to guard against potential line freezing in the winter, be accepted.

In addition to this work, a licensed plumbing contractor must be hired separately to run a new 1" water line to the outside. Staff had received two (2) proposals to complete that work. However, unfortunately, the plumbing contractor that submitted the low proposal of \$3,795 went out of business on July 7, 2018. The remaining proposal received from Tri-County plumbing, Inc. was \$180.00 higher at \$3,975.

Tri-County Plumbing (proposal rec'd 6/13/18) - \$3,975  
 Compass Plumbing (proposal rec'd 6/29/18) - \$3,795

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

Therefore, if the proposal submitted by Tri-County Plumbing is accepted, the total cost of this project would be \$11,265, which is \$4,805 over the budgeted amount. However, there are sufficient funds within the General Fund to cover the overage amount.

The adoption of the attached resolution will serve to accept the proposal from Tri-County Plumbing, Inc. to run a new 1" water line to the outside of the P.D. building. A separate resolution was adopted by the Village Board on July 9, 2018 to enter into a contract with Krupske Sprinkler Systems, Inc. to install the new outside irrigation system.

**ACTION PROPOSED:** Adopt Resolution. Due to a scheduling error, the contractor arrived on-site to complete the work on July 18, 2018. The Mayor was contacted and the decision was made to allow the contractor to complete the work since materials were already purchased and equipment rented and many of the Trustees were already made aware of the project the previous week and had no objection to it.

RESOLUTION NO. 18-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO  
ACCEPT A PROPOSAL TO COMPLETE INTERIOR PLUMBING ALTERATIONS  
WITHIN THE POLICE BUILDING IN ORDER TO PROVIDE WATER TO A  
PROPOSED NEW LANDSCAPE IRRIGATION SYSTEM – TRI-COUNTY  
PLUMBING, INC., AND RATIFYING AND CONFIRMING THE VILLAGE  
ADMINISTRATOR'S PRIOR ACCEPTANCE OF SAID PROPOSAL

---

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 Tri-County Plumbing, Inc. to complete interior plumbing  
alterations in order to route a new one inch (1") diameter water service to the outside to connect  
to a proposed new landscape irrigation systems to be installed by others in the not to exceed  
amount of \$3,975.00 as set forth in the proposal attached hereto as Exhibit "A" which is, by this  
reference, expressly incorporated herein. In addition, it is hereby authorized that the Village  
Administrator's prior acceptance of said proposal be and the same is hereby ratified and  
confirmed.

ADOPTED and APPROVED this 23<sup>rd</sup> day of July, 2018

APPROVED:

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Mayor

ATTEST:

---

Village Clerk

ROLL CALL VOTE:

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

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

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

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

# **Tri-County Plumbing Inc.**

COMMERCIAL & INDUSTRIAL PLUMBING

PL16935

Tricountyplmb@aol.com

17935 Foxhound Ln, Mokena, IL. 60448

Phone (815) 463-8060

## **Scope of Work and Proposal**

June 12, 2018

Village of WillowBrook  
Public Services Department

RE: 1 inch irrigation pipe



### **Part 1:**

Connect to existing water pipe in meter closet.

Install 1 inch Febco RPZ with Air gap piped to existing floor drain.

Fasten 1 inch copper pipe up wall to bar Joist elevation.

Run 1 inch insulated copper pipe north above drop ceiling to exterior wall.

Fasten pipe to interior wall and exit building close to finished grade.

Install ball valve on copper pipe and stub pipe below grade with female adapter.

Test and Certify RPZ

We propose to do the aforementioned work for the sum of \$3,975.00.

**Terms:** Due within 30 days of completion.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 \_\_\_\_\_

Authorized signature

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ADOPT A VILLAGE PURCHASING CARD POLICY AND PROCEDURES	AGENDA NO. <b>5i</b> AGENDA DATE: <u>7/23/2018</u>
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STAFF REVIEW: Carrie Dittman	SIGNATURE <u>C. Dittman</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
REVIEWED BY COMMITTEE:	YES <input checked="" type="checkbox"/> on July 9, 2018    NO <input type="checkbox"/> N/A <input type="checkbox"/>

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

The Village obtained a single Village credit card to facilitate purchases for goods and services that do not require advance approval by the Board of Trustees. There is currently only one credit card, which is in the Village Administrator's name. The attached policy would allow the Village Administrator to issue additional cards to Department Heads only in the future, however it is contemplated that at this time the only card that would be outstanding is that of the Administrator. Some benefits of the purchasing card include:

- Booking pre-authorized Village travel expenses on a Village card rather than the employee using their personal card and awaiting reimbursement;
- Utilizing the Village tax-exempt number to avoid paying sales tax on transactions;
- Earning reward points on purchases and insurance protection against fraud;
- Paying one credit card invoice per month rather than multiple vendors;
- Ability to view activity online at any point during the month.

The policy outlines the rights and responsibilities borne by the cardholder, including:

- Charges are for business purposes only;
- Cards would NOT be allowed to be "checked out" by other individuals (but a Department Head may make an authorized purchase for another employee);
- Original receipts must be submitted and will be audited by the Finance Department;
- All other Village policies, including the Village travel policy, would be adhered to;
- Single transaction limits are \$2,500.00.

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

Staff presented the first draft of the policy at the Finance and Administration Committee meeting on June 11, 2018 and presented a revised draft to the Committee on July 9, 2018, based upon the recommendations of the Committee. The Village attorney has also reviewed the policy.

**ACTION PROPOSED:** ADOPT THE RESOLUTION

RESOLUTION NO. 18-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK  
TO ADOPT A VILLAGE PURCHASING CARD POLICY AND  
PROCEDURES

---

NOW, THEREFORE, 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 to adopt a purchasing card policy and procedures memo for the purpose of outlining the rights and responsibilities of purchasing card users, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 23<sup>rd</sup> day of July, 2018.

APPROVED:

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Mayor

ATTEST:

---

Village Clerk

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

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

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

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

# EXHIBIT "A"

**Village of Willowbrook  
Purchasing Card Policy and Procedures  
June 29, 2018**

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## OVERVIEW

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The Village of Willowbrook is introducing an alternative approach to purchasing products, services, and travel expenditures.

The Purchasing Card (P-Card) will not replace the established normal purchasing, but rather, it will be used in instances where it is not efficient or cost effective to use an open house account with various vendors.

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## PURPOSE

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The Village of Willowbrook Purchasing Card program is used by **Department Heads** only to purchase goods and services that do not require approval in advance of the purchase by the Village Board or Village Administrator. The current Department Heads of the Village are the Village Administrator/Director of Municipal Services, Director of Finance, and Chief of Police. Elected officials are NOT considered Department Heads.

- The Purchasing Card gives the power and flexibility to purchase supplies and services when the organization needs them.
- The Purchasing Card enables faster delivery on low cost items because there is less paperwork.
- The Purchasing Card enables Department Heads on pre-authorized Village travel to charge hotel, gas, food, and conference registrations without using their own personal credit cards.
- The Purchasing Card will reduce the need for petty cash advances.

It is acknowledged that no policy and procedure statement can cover all eventualities. Exceptional cases will be resolved as circumstances and prudent business practices warrant.

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## BENEFITS

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*Benefits for the Cardholder:*

- Reduced time spent purchasing materials and supplies.
- Eliminate need to use personal credit card and seek reimbursement.

*Benefits for the Village of Willowbrook:*

- Reduced processing costs and paperwork.
- Pay the P-Card provider for all charges once a month rather than multiple checks processed, printed, and mailed.
- Ability to review online P-Card purchase activity on a daily or monthly basis.
- Ability to set and control purchasing dollar limits.
- Earn reward points on purchases; no cost for card; insurance protection against fraud.

---

## P-CARD RESPONSIBILITIES

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A P-Card is a corporate liability charge card with certain restrictions and limitations imposed on the cardholder. Requests for P-Cards must be approved by the Village Administrator. Card privileges may be rescinded at any time at the discretion of the Director of Finance and/or Village Administrator if policies and/or procedures are not followed. Card usage will be audited by the Director of Finance. The P-Card is to be used for business purposes only, and cardholders will be personally liable for any unauthorized use which occurs on their P-Cards.

**P-Card Program Administrator (Finance Department):**

*The Finance Department is responsible for:*

- Receiving and paying the monthly P-Card statement.
- Processing all P-Card user requests and issuing P-Cards to new Department Head users.
- Setting all P-Card limits and business rules according to Village of Willowbrook ordinances, policies, procedures and guidelines.
- Monitoring all P-Card activity for compliance with Village of Willowbrook policies and procedures.
- Changing or correcting P-Card limits and parameters as needed.
- Providing notification to the Village Administrator of violations of P-Card policy and procedures, and when necessary, canceling cardholder's P-Card.
- Contacting the P-Card provider to resolve P-Card use, charge, credit, and other problems.

**Cardholder (Department Head) Responsibilities:**

*Each Cardholder is responsible for:*

- Obtaining Village Administrator pre-approval for all travel related purchases made with the P-Card in accordance with the Village's travel policy.
- Obtaining detailed P-Card slips, cash register receipts, packing slips and/or other appropriate documents to validate each transaction.
- Submitting original P-Card transaction documents (credit card slips, cash register receipts, packing slip, etc.) to the Finance Department within 5 days of purchase or returning from travel.
- Appropriately coding each receipt with the proper general ledger account code.
- Ensuring each purchase is made in accordance with the Village's approved budget or obtaining Village Administrator approval for non-budgeted items.
- Resolving directly with the vendor any disputes concerning returns, credits, or adjustments for transactions made with the P-Card.
- Adhering to all other Village Purchasing and Travel Policies.
- Immediately notifying Director of Finance if card is lost, stolen, defective or misplaced, or for erroneous charges on card.
- Safeguarding the P-card issued to them and not allowing unauthorized persons to use their card; Department Heads may make approved purchases for their employees but **SHOULD NOT** give the card to other employees to use.
- Providing the vendor with the Village's tax-exempt letter so that sales tax is not charged on any purchases. **(ATTACHMENT 1)**
- Signing the P-Card Cardholder Agreement Form **(ATTACHMENT 3)**

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## AUTHORIZED AND UNAUTHORIZED TRANSACTIONS

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*Authorized Uses of the Purchasing Card:*

- Purchases may be made with the P-Card within the established limits and restrictions of each individual P-Card. **Each single transaction must be less than \$2,500.00.**
- All purchases made with the P-Card must be for the benefit of the Village of Willowbrook, within established budgets, and in accordance with the Village of Willowbrook P-Card Policy.
- All purchases must be authorized in accordance with Village Purchasing policies; when applicable, it is the purchaser's responsibility to obtain any prior authorization before making the purchase.

*General Unauthorized Uses of the Purchasing Card:*

- Personal items (items for personal use) even with the intent of reimbursing the Village of Willowbrook after the purchase.
- Items equal to or greater than the established maximum limits of each individual P-Card.
- Cash advances.
- Gifts and prizes.
- Alcohol.
- Entertainment.
- Telephone calls and calling cards.
- Serial purchasing – The card is not to be used to make a series of small dollar purchases in order to bypass Village Board approvals to make a single purchase.
- Purchases that violate the Village's purchasing and/or travel policy or Village ordinances.

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## P-CARD USAGE PROCEDURES

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*Issuance of P-Card:*

1. Department Head and Village Administrator sign the P-Card Request Form then forwards it to the Finance Department for processing. **(ATTACHMENT 2)**
2. Finance Department reviews and makes copies of P-Card(s) for records.
3. P-Card review and training session is setup with cardholder(s).
4. P-Card Cardholder Agreement Form is signed by cardholder(s). **(ATTACHMENT 3)**

*Transaction Flow:*

1. Cardholder makes purchase from merchant via telephone, mail, fax, internet, or in person.
2. Cardholder obtains receipts of P-Card purchases.
3. Purchase of goods and/or services credited to P-Card Company.
4. Cardholder provides coded, original receipts to Finance Department within 5 days of purchase.
5. P-Card monthly statements are mailed to the Finance Department.
6. Finance Department reviews and reconciles P-Card receipts to statement. P-Card activity is posted to the general ledger through the normal AP process (via Warrant List).
7. Payment(s) of the outstanding credit card balance is made by the Finance Department.

*Original Receipts:*

Include P-Card transaction date, vendor name, amounts and itemized description of item(s) purchased.

*Lost receipts:*

Complete P-Card lost receipt form (**ATTACHMENT 5**) and send to the Financial Analyst.

**Repeated loss of receipts may be grounds for discontinuing a cardholder's P-Card use.**

*Shipping:*

Cardholders should make prudent selection of shipping options. The cost of shipping heavier packages and/or routine packages via Federal Express or UPS, overnight or 2-day express can be very expensive. Such priority handling or expediting of shipments should only be utilized when absolutely necessary. As with all expenditures of public funds, prudence must be demonstrated and expenses justified.

*Refunds/Returned Purchases:*

Each cardholder is responsible for any returns of purchases. All returns or refunds must be credited to the cardholder's account. **CASH REFUNDS ARE STRICTLY PROHIBITED.**

*Sales Tax:*

The cardholder should remind all vendors of the Village of Willowbrook tax-exempt status. The cardholder must review all receipts for each purchase to ensure sales tax has not been assessed. If sales tax has been charged to a purchase, the cardholder should make a note on the P-Card receipt. Finance Department staff will contact the vendor for a credit.

*Disputed Transaction:*

1. If a cardholder believes that a charge has been posted incorrectly to his/her account, the cardholder must notify the vendor as soon as possible.
2. The cardholder must also notify Finance Dept. of any disputed charges. (**ATTACHMENT 4**)
3. If the vendor agrees that an error was made, the purchase will be credited from the account on the next monthly purchasing card memo statement.
4. If the disputed charge remains unresolved by the due date, the charge will remain on the account until the dispute is resolved.

*Lost/Stolen/Misplaced Purchasing Cards:*

1. If the card is lost, stolen, or misplaced during non-working hours, the Department Head should contact First National Bank as soon as possible.
2. Upon returning to work or during working hours, Department Head must provide the Finance Department the details of the lost card in writing, including cardholder name, approximate date/time it was last seen, and details of recent authorized charges to the card.
3. The Finance Department will cancel the purchasing card and request a new card.
4. Any fraudulent charges against the lost or stolen purchasing card will be handled in accordance with the Village's purchasing policies.

*Termination of Employment:*

1. Upon termination of employment, the Department Head must surrender the card to the Finance Department.
2. The Finance Department will immediately cancel the purchasing card.



**Illinois Department of Revenue**  
Office of Local Government Services  
Sales Tax Exemption Section, 3-520  
101 W. Jefferson Street  
Springfield, IL 62702  
217 782-8881

## **ATTACHMENT 1**

Effective [REDACTED] we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

[REDACTED]  
to  
[REDACTED]  
of  
[REDACTED]

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services  
Illinois Department of Revenue

## ATTACHMENT 2

### **VILLAGE OF WILLOWBROOK** **REQUEST FOR/CHANGE PROCUREMENT CARD**

TO: Finance Department

FROM: \_\_\_\_\_

SUBJECT: Request for Procurement Card or Change

Request the following employee be authorized a Village Procurement Card.

Request the following employee have their Village Procurement Card limit changed.

Cancel/Reason: \_\_\_\_\_

Request the following employee have their spending code changed to enable purchases of the following kind (list type):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Full Name: (Print) \_\_\_\_\_

Sample Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Single Purchase Limit \$ \_\_\_\_\_ (cannot exceed \$2,500)

Monthly Cycle Limit \$ \_\_\_\_\_

\_\_\_\_\_  
(Director of Finance)

\_\_\_\_\_  
(Village Administrator)

## ATTACHMENT 3

### **VILLAGE OF WILLOWBROOK P-CARD USER AGREEMENT**

#### CARDHOLDER AGREEMENT

I understand that I am authorized to use the Purchasing Card to purchase goods and services and the purchase is within the parameters established in the Policies and Procedures.

I agree to purchase goods and services, consistent with the Village of Willowbrook responsibilities, to satisfy legitimate business needs of the Village of Willowbrook. I will not use the Purchase Card for personal use or non-permitted business purposes.

All purchases I make will be in accordance with applicable Village of Willowbrook Purchase Card Policies and Procedures (a copy was provided to me).

I understand that my authorization to make such purchases shall automatically cease upon my termination from the Village of Willowbrook employment.

I have reviewed and understand the provisions of the attached referenced Policies and Procedures.

I understand that any abuse or incorrect use of the Purchase Card could result in disciplinary action against me up to and including termination of my employment at the Village of Willowbrook and criminal prosecution.

---

Signature

---

Print Name

PC Card # (last 4 digits)

---

Title/Department

Date

I have approved the named applicant for a Purchase Card. I agree to review the Monthly Memo Statements for compliance and the established policies and procedures.

---

Village Administrator Signature

Date

## ATTACHMENT 4

### **Cardholder Statement of Questioned (Disputed) Item**

TO: Finance Department

FROM: \_\_\_\_\_ (Cardholder)

SUBJECT: Questioned Item on Procurement Card

The following item(s) is disputed:

Date of Purchase: \_\_\_\_\_

Item(s) Disputed: \_\_\_\_\_

Reason: \_\_\_\_\_

Provide information as to why the item(s) does not meet your requirements. Indicate actions requested of merchant, reasons merchant refused to correct dispute and any other information that is available to assist the Finance Department to negotiate dispute.

Action Requested/Taken:      - Return item and obtain credit  
    - Exchange for same item  
    - Exchange for different model, brand, etc. with applicable deduction or increase in cost. (This action will require prior approval from cardholder if cost increase is required.)

Other Comments: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_

**Submit with Receipt to Finance**

## ATTACHMENT 5

### **Notice of Lost P-Card Receipt**

TO: Finance Department

FROM: \_\_\_\_\_ (Cardholder)

DATE OF PURCHASE: \_\_\_\_\_

VENDOR: \_\_\_\_\_

ITEMS/SERVICES PURCHASED: \_\_\_\_\_

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G/L ACCOUNT TO BE CHARGED:

ACCOUNT #: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

REASON ORIGINAL RECEIPT CANNOT BE PROVIDED: \_\_\_\_\_

---

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CARDHOLDER SIGNATURE: \_\_\_\_\_

*Please submit any other related documentation to the Finance Dept.  
with this notice*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

5j

### ITEM TITLE:

MOTION – BOARD ADVICE AND CONSENT TO MAYOR’S APPOINTMENT OF  
ROBERT PIONKE AS PARK & RECREATION COMMISSION CHAIRMAN

### AGENDA NO.

AGENDA DATE: 7/23/18

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: T. Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Frank A. Trilla, Mayor

SIGNATURE: Frank A. Trilla /as

REVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A

### ITEM HISTORY / COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

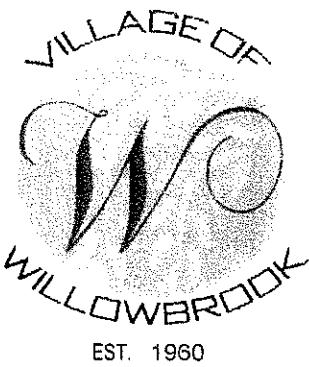
Former Chairman of the Village Park & Recreation Commission Richard Cobb resigned after serving 22 years on the Commission with the last 17 years as Chairman. The re-opening of Willow Pond Park was Chairman Cobb's last park event. Mayor Trilla has accepted his resignation, thanked Mr. Cobb for his years of service, and wished him the best in his retirement. The Village greatly appreciates the commitment Mr. Cobb has made to serve the community through representation on the Village Park & Recreation Commission for so many years.

It is now necessary to appoint a replacement Chairperson of the Park Commission. Appointments of the Chairman of the Park & Recreation Commission are made by the Mayor with the advice and consent of the Board of Trustees. The following appointment is hereby made:

Mr. Rob Pionke, Village resident and current member of the Park & Recreation Commission is the Mayor's appointment as the new Chairman. Mr. Pionke joined the Park & Recreation Commission in 2014 and has also served on the ad-hoc 5K Race Committee. Mr. Pionke's current term will expire in April of 2020.

### ACTION PROPOSED:

Approve a Motion confirming the above appointment.



# Willowbrook

5k

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

June 25, 2018

Mayor

Frank A. Trilla

BASTI, SHOBHA & SURENDRA

6415 RALEIGH RD  
WILLOWBROOK, IL 60527-5491

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Re: Account 253180.003  
PIN #: [REDACTED]  
Delinquent Water Bill

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 July 23, 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](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

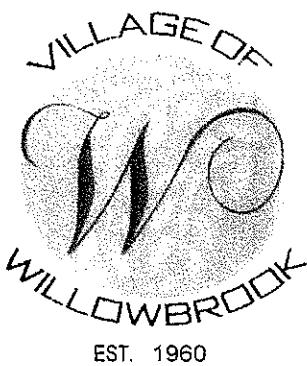
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215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

June 25, 2018

Mayor

Frank A. Trilla

MORALES, YOVANIA  
801 68TH PL  
WILLOWBROOK, IL 60527-5373

Village Clerk

Leroy R. Hansen

Re: Account 210485.015  
PIN #: REDACTED  
Delinquent Water Bill

Village Trustees

Sue Berglund

Dear Sir or Madam,

Umberto Davi

Please be advised that your water bill is now delinquent in the amount of \$ 188.61. 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 July 23, 2018, will result in the immediate termination of your water service.

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

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.

Village Administrator

Tim Halik

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

Chief of Police

Robert Schaller

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.

Director of Finance

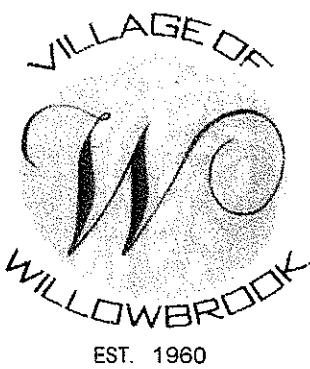
Carrie Dittman

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](http://www.willowbrookil.org)

June 25, 2018

Mayor

Frank A. Trilla

REINBOLD, TAKASHI & LAURA  
630 67TH PL  
WILLOWBROOK, IL 60527-5306

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 212555.000

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 July 23, 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](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

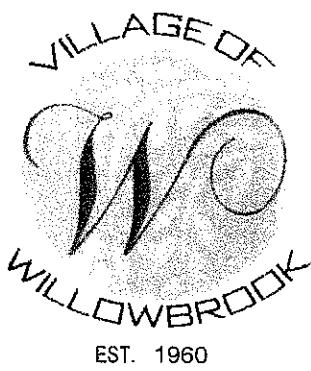
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215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

June 25, 2018

Mayor

Frank A. Trilla

SCHWERTFEGER, GEORGE  
6306 MARTIN DR  
WILLOWBROOK, IL 60527-5328

Village Clerk

Leroy R. Hansen

Re: Account 250075.000  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Village Trustees

Sue Berglund

Dear Sir or Madam,

Umberto Davi

Please be advised that your water bill is now delinquent in the amount of \$ 132.09  
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 July 23, 2018, will  
result in the immediate termination of your water service.

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

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.

Village Administrator

Tim Halik

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

Chief of Police

Robert Schaller

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.

Director of Finance

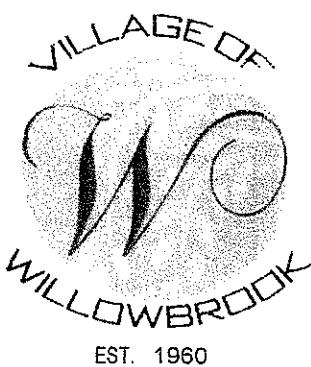
Carrie Dittman

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](http://www.willowbrookil.org)

June 25, 2018

Mayor

Frank A. Trilla

ZENNER, RICHARD  
125 WATERFORD DR  
WILLOWBROOK, IL 60527-5458

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 250850.001  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 155.56. 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 July 23, 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](http://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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

AN ORDINANCE AMENDING CHAPTER 6, ENTITLED "PUBLIC WAYS AND PROPERTY," OF TITLE 4, ENTITLED "MUNICIPAL SERVICES," OF THE WILLOWBROOK MUNICIPAL CODE TO REGULATE AND PERMIT SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY

6

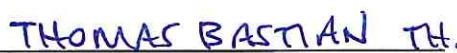
AGENDA NO.

AGENDA DATE: 7/23/18

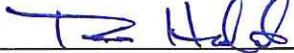
STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY MUNI. SERV. COMMITTEE: YES  on July 9, 2018 NO  N/A

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

Senate Bill 1451 passed both Houses of the Illinois General Assembly and was signed into law as Public Act 100-0585, the Small Wireless Facilities Deployment Act, by the Governor on April 12, 2018. It largely pre-empts local authority to regulate small cell antenna systems located on public rights-of-way. The law became effective on June 1, 2018 and provides a sixty (60) day period, on or before August 1, 2018, for municipalities to locally adopt the fee provisions and standards within the law. Failure of an Illinois municipality to adopt an ordinance prior to August 1<sup>st</sup> would allow wireless providers to install small cell wireless facilities, and potentially new utility poles, under the requirements of the Act on their own accord. Therefore, it is recommended that a local ordinance be adopted at the July 23, 2018 Board meeting.

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

Village Attorney Matthew Holmes from Storino, Ramello & Durkin drafted the attached ordinance, which is based on the model ordinance distributed by the Illinois Municipal League (IML) with language added pertaining to reasonable stealth, concealment and aesthetic standards. Highlights of the Ordinance include:

- Per the requirements of the law, Small Wireless Facilities are regarded as permitted uses on Village rights-of-ways and also outside of rights-of-ways in commercial and industrial zoned districts.
- Local permit is required for co-locates and new poles. Permit fee amounts are limited by the law.
- Antenna Height Limitations: 10 feet above an existing utility pole or wireless support structure, or 45 feet above ground level for a new pole. If additional height is required, a variation may be sought.
- Obsolete or abandoned Small Wireless Facilities must be immediately reported to the Village, and if required by the Village, must be removed within 90 days.
- Indemnification and Insurance requirements of the wireless provider.
- Stealth, concealment, and aesthetic standards (See Section 2(M)).

**ACTION PROPOSED:** Adopt Resolution. It should be noted that although we support the efforts of the wireless industry to achieve increased reliability and speed, the Village opposed this legislation largely due to the fact that it pre-empts local authority to regulate antenna devices on our own rights-of-ways.

**Bill Status of SB1451 100th General Assembly****Short Description:** SMALL WIRELESS FACILITIES**Senate Sponsors**

Sen. [Terry Link](#) - [Bill Cunningham](#) - [Donne E. Trotter](#) - [John J. Cullerton](#), [Jil Tracy](#) and [Michael E. Hastings](#)

**House Sponsors**

(Rep. [Kelly M. Burke](#) - [Peter Breen](#) - [Mike Fortner](#) - [Fred Crespo](#) - [Robert Martwick](#) and [William Davis](#))

**Last Action**

Date	Chamber	Action
4/12/2018	Senate	Public Act . . . . . <a href="#">100-0585</a>

**Statutes Amended In Order of Appearance**

New Act

[55 ILCS 5/5-12001.2](#)

**Synopsis As Introduced**

Creates the Small Wireless Facilities Deployment Act. Provides for legislative intent for the Act and definitions. Provides that an authority (a unit of local government with control over rights-of-way) may not prohibit, regulate, or charge for the collocation of small wireless facilities (the installation, mounting, maintaining, modifying, operating, or replacement of small wireless facilities on or adjacent to a wireless support structure or utility pole). Provides that small wireless facilities shall be classified as permitted uses and not subject to zoning review and approval under specified circumstances. Provides requirements for applications, fees, application review, and issuance of permits for collocation of small wireless facilities. Provides that an authority may not require applications for routine maintenance or replacement of wireless facilities with wireless facilities that are substantially similar, of the same size, or smaller. Requires authorities to allow the collocation of small wireless facilities on authority utility poles under specified circumstances. Prohibits authorities from regulating the design, engineering, construction, installation, or operation of any small wireless facility in specified circumstances. Provides that a circuit court has jurisdiction to resolve all disputes arising under the Act. Prohibits an authority from requiring a wireless provider to indemnify the authority or its officers or employees and from naming the authority on a wireless provider's insurance policy. Limits home rule powers. Amends the Counties Code making conforming changes.

**Senate Floor Amendment No. 3**

Replaces everything after the enacting clause. Reinserts the provisions of the introduced bill with the following changes: Provides that the Act does not apply to a municipality with a population of 1,000,000 or more or to electric or gas public utilities or those utilities' wireless facilities if the facilities are being used, developed, and maintained for use in providing delivery services and Smart Grid functionality or application to retail customers. Modifies several definitions and adds a definition for "micro wireless facility". Provides that small wireless facilities shall be classified as permitted uses and not subject to zoning review or approval if they are collocated outside rights-of-way in property not zoned primarily for residential use (rather than exclusively for single family residential use). Provides that an authority may reserve space on an authority's utility poles for future public safety uses or electric utility uses under specified conditions. Provides that an authority may require a wireless provider to provide on an application specific structural integrity and make-ready analysis, the location where a small wireless facility or utility pole would be installed, photographs of the location and its immediate surroundings, specifications and drawings for each proposed small wireless facility, a proposed schedule for the installation and completion of each small wireless facility, and certification that the collocation is in compliance with specified regulations. Inserts new provisions concerning requirements and standards for small wireless facilities including: collocation on new or existing utility poles or alternate structures (both public and private); height and spacing of small wireless facilities; interference with frequencies used by the authority's public safety communications or other electrical or transmissions systems; compliance with local code and zoning provisions; installation in rights-of-way; replacement of authority utility poles; maintenance of existing and removal of abandoned small wireless facilities; and insurance. Modifies provisions regarding rates for

collocation on an authority utility pole and submission, fees, supporting documentation, processing, tolling, approval, and denial of applications. Provides for the combination of multiple requests to collocate small wireless facilities on the same application. Provides that collocation for which a permit is granted shall be completed within 180 days (rather than one year) after issuance of the permit. Provides that permits for operation of the facilities shall be a duration of not less than 10 years and must be renewed for equivalent durations. Adds provisions concerning installation of small wireless facilities on property controlled by a park district, forest preserve district, or conservation district. Changes provisions concerning indemnification. Provides that an authority may require a wireless provider to carry, at the wireless provider's cost and expense, specified insurance. Provides for repeal of the Act on June 1, 2020. Makes other changes.

#### **Senate Floor Amendment No. 4**

Removes language providing that any permits for work within rights-of-way shall be subject to the requirements in provisions of the Small Wireless Facilities Deployment Act concerning regulation of small wireless facilities. Provides that nothing set forth in the Small Wireless Facilities Deployment Act shall be construed to relieve any person from specified requirements, other than small wireless facilities subject to the Act. In provisions of the Small Wireless Facilities Deployment Act concerning insurance, adds an exception for a wireless provider with an existing franchise to occupy and operate in a right-of-way. Makes other changes.

#### **Land Conveyance Appraisal Note (Dept. of Transportation)**

No land conveyances are included in this bill; therefore, there are no appraisals to be filed.

#### **Balanced Budget Note (Office of Management and Budget)**

The Balanced Budget Note Act does not apply to this bill as it is not a supplemental appropriation that increases or decreases appropriations. Under the Act, a balanced budget note must be prepared only for bills that change a general funds appropriation for the fiscal year in which the new bill is enacted.

#### **State Debt Impact Note (Government Forecasting & Accountability)**

This bill would not change the amount of authorization for any type of State-issued or State-supported bond, and, therefore, would not affect the level of State indebtedness.

#### **Judicial Note (Admin Office of the Illinois Courts)**

This bill would neither increase nor decrease the number of judges needed in the State.

#### **Fiscal Note (Dept. of Central Management Services)**

This legislation has no fiscal impact to the Department of Central Management Services. CMS does recommend that a fiscal note be prepared by the Department of Innovation and Technology (DoIT).

#### **Housing Affordability Impact Note (Housing Development Authority)**

This bill will have no effect on the cost of constructing, purchasing, owning, or selling a single-family residence.

#### **House Floor Amendment No. 2**

Replaces everything after the enacting clause. Reinserts the provisions of the engrossed bill with the following changes: Modifies definitions of "application", "small wireless facility", "utility pole", "wireless infrastructure provider", and "wireless services". Adds definitions for "historic district or historic landmark" and "public safety agency". Provides that small wireless facilities shall be subject to administrative review except regarding height exceptions or variance. Provides that small wireless facilities are not subject to zoning review or approval outside rights-of-way in property zoned exclusively for commercial or industrial use (rather than outside rights-of-way in property not zoned primarily for residential use). Provides that an authority may require a wireless provider to: provide equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility; provide a written certification describing the property rights, technical limits, or material cost reasons an alternate location proposed by an authority does not satisfy specified placement criteria; comply with specified written design standards; and comply with reasonable, technically feasible, and non-discriminatory design or concealment measures in a historic district or on a historic landmark.

Provides for procedures in the event that a wireless provider's wireless facilities cause unacceptable interference to a public safety agency's safety communications. Provides that applications that include installation of a new utility pole to collocate a small wireless facility shall be deemed approved if the authority fails to approve or deny the application within 120 days under specified circumstances. Provides that the 180 days allowed to complete collocation after the issuance of a permit may be extended under specified circumstances. Replaces language concerning application fees by specifying that an authority may charge an application fee of \$350 to \$1,000. Provides fees may be waived for replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider provides notice with specifications of the replaced equipment. Provides that an authority may not charge annual recurring rates for collocation on authority utility poles located outside rights-of-way. Provides that an authority or person controlling a utility pole make available rates, fees, and terms in compliance with the Act within 2 months (rather than 6 months) after the effective date of the Act. Provides that wireless providers that have existing agreements with an authority may opt to use the rates, fees, and terms as provided in the Act (rather than in the existing agreement) in specified circumstances. Specifies enforcement mechanisms to remove abandoned small wireless facilities. Changes the date the Act is repealed to June 1, 2021 (rather than June 1, 2020). Makes other changes.

#### Actions

Date	Chamber	Action
2/9/2017	Senate	Filed with Secretary by <a href="#">Sen. Terry Link</a>
<b>2/9/2017</b>	<b>Senate</b>	<b>First Reading</b>
2/9/2017	Senate	Referred to <a href="#">Assignments</a>
2/22/2017	Senate	Assigned to <a href="#">Telecommunications and Information Technology</a>
3/16/2017	Senate	Do Pass <a href="#">Telecommunications and Information Technology</a> ; 010-001-000
3/16/2017	Senate	Placed on Calendar Order of 2nd Reading March 28, 2017
<b>4/26/2017</b>	<b>Senate</b>	<b>Second Reading</b>
4/26/2017	Senate	Placed on Calendar Order of 3rd Reading April 27, 2017
4/28/2017	Senate	Rule 2-10 Third Reading Deadline Established As May 31, 2017
5/10/2017	Senate	Senate Floor Amendment No. 1 Filed with Secretary by <a href="#">Sen. Terry Link</a>
5/10/2017	Senate	Senate Floor Amendment No. 1 Referred to <a href="#">Assignments</a>
5/10/2017	Senate	Senate Floor Amendment No. 2 Filed with Secretary by <a href="#">Sen. Terry Link</a>
5/10/2017	Senate	Senate Floor Amendment No. 2 Referred to <a href="#">Assignments</a>
5/15/2017	Senate	Senate Floor Amendment No. 1 Pursuant to Senate Rule 3-8(b-1), this amendment will remain in the Committee on Assignments
5/15/2017	Senate	Senate Floor Amendment No. 2 Pursuant to Senate Rule 3-8(b-1), this amendment will remain in the Committee on Assignments
5/22/2017	Senate	Senate Floor Amendment No. 3 Filed with Secretary by <a href="#">Sen. Terry Link</a>
5/22/2017	Senate	Senate Floor Amendment No. 3 Referred to <a href="#">Assignments</a>
5/23/2017	Senate	Senate Floor Amendment No. 3 Assignments Refers to <a href="#">Telecommunications and Information Technology</a>
5/23/2017	Senate	Senate Floor Amendment No. 4 Filed with Secretary by <a href="#">Sen. Terry Link</a>
5/23/2017	Senate	Senate Floor Amendment No. 4 Referred to <a href="#">Assignments</a>
5/24/2017	Senate	Added as Chief Co-Sponsor <a href="#">Sen. Michael Connelly</a>
5/24/2017	Senate	Senate Floor Amendment No. 3 Recommend Do Adopt <a href="#">Telecommunications and Information Technology</a> ; 011-004-000
5/24/2017	Senate	Senate Floor Amendment No. 4 Be Approved for Consideration <a href="#">Assignments</a>
5/24/2017	Senate	Recalled to Second Reading
5/24/2017	Senate	Senate Floor Amendment No. 3 Adopted; Link
5/24/2017	Senate	Senate Floor Amendment No. 4 Adopted; Link

5/24/2017	Senate	Placed on Calendar Order of 3rd Reading
<b>5/24/2017</b>	<b>Senate</b>	<b>Third Reading - Passed; 047-008-000</b>
5/24/2017	Senate	Senate Floor Amendment No. 1 Tabled Pursuant to Rule 5-4(a)
5/24/2017	Senate	Senate Floor Amendment No. 2 Tabled Pursuant to Rule 5-4(a)
5/24/2017	House	Arrived in House
5/24/2017	House	Chief House Sponsor <a href="#">Rep. Brandon W. Phelps</a>
<b>5/24/2017</b>	<b>House</b>	<b>First Reading</b>
5/24/2017	House	Referred to <a href="#">Rules Committee</a>
5/25/2017	House	Assigned to <a href="#">Public Utilities Committee</a>
5/25/2017	House	Motion Filed to Suspend Rule 21 <a href="#">Public Utilities Committee</a> ; <a href="#">Rep. Barbara Flynn Currie</a>
5/25/2017	House	Motion to Suspend Rule 21 - Prevailed
5/26/2017	House	Final Action Deadline Extended-9(b) May 31, 2017
5/28/2017	House	House Committee Amendment No. 1 Filed with Clerk by <a href="#">Rep. Tim Butler</a>
5/28/2017	House	House Committee Amendment No. 1 Referred to <a href="#">Rules Committee</a>
5/29/2017	House	Do Pass / Short Debate <a href="#">Public Utilities Committee</a> ; 017-003-001
5/29/2017	House	House Committee Amendment No. 1 Tabled Pursuant to Rule 40
5/29/2017	House	Placed on Calendar 2nd Reading - Short Debate
<b>5/29/2017</b>	<b>House</b>	<b>Second Reading - Short Debate</b>
5/29/2017	House	Held on Calendar Order of Second Reading - Short Debate
5/30/2017	House	Land Conveyance Appraisal Note Filed
5/30/2017	House	Balanced Budget Note Filed
5/30/2017	House	State Debt Impact Note Filed
5/30/2017	House	Added Alternate Chief Co-Sponsor <a href="#">Rep. Peter Breen</a>
5/30/2017	House	Judicial Note Filed
5/30/2017	House	Fiscal Note Filed
5/30/2017	House	State Mandates Fiscal Note Requested by <a href="#">Rep. Mike Fortner</a>
5/30/2017	House	Home Rule Note Requested by <a href="#">Rep. Mike Fortner</a>
5/31/2017	House	Housing Affordability Impact Note Filed
5/31/2017	House	Note / Motion Filed - Note Act Does Not Apply <a href="#">Rep. Brandon W. Phelps</a>
5/31/2017	House	Motion Prevailed <a href="#">060-044-000</a>
5/31/2017	House	Home Rule Note Request is Inapplicable
5/31/2017	House	Motion Prevailed <a href="#">061-040-000</a>
5/31/2017	House	State Mandates Fiscal Note Request is Inapplicable
5/31/2017	House	Placed on Calendar Order of 3rd Reading - Short Debate
5/31/2017	House	Removed from Short Debate Status
5/31/2017	House	Placed on Calendar Order of 3rd Reading - Standard Debate
5/31/2017	House	Placed on Calendar - Consideration Postponed
5/31/2017	House	Third Reading - Consideration Postponed
5/31/2017	House	Final Action Deadline Extended-9(b) June 30, 2017
6/30/2017	House	Final Action Deadline Extended-9(b) July 7, 2017
7/6/2017	House	Rule 19(a) / Re-referred to <a href="#">Rules Committee</a>
10/17/2017	House	Alternate Chief Sponsor Changed to <a href="#">Rep. Kelly M. Burke</a>
10/17/2017	House	Approved for Consideration <a href="#">Rules Committee</a> ; 004-000-000
10/17/2017	House	Placed on Calendar Order of 3rd Reading - Standard Debate

10/24/2017	House	Recalled to Second Reading - Standard Debate
10/24/2017	House	Held on Calendar Order of Second Reading - Standard Debate
10/24/2017	House	Final Action Deadline Extended-9(b) November 10, 2017
11/1/2017	House	House Floor Amendment No. 2 Filed with Clerk by <a href="#">Rep. Kelly M. Burke</a>
11/1/2017	House	House Floor Amendment No. 2 Referred to <a href="#">Rules Committee</a>
11/2/2017	House	Added Alternate Chief Co-Sponsor <a href="#">Rep. Mike Fortner</a>
11/2/2017	House	Added Alternate Chief Co-Sponsor <a href="#">Rep. Fred Crespo</a>
11/2/2017	House	House Floor Amendment No. 2 Rules Refers to <a href="#">Public Utilities Committee</a>
11/3/2017	House	Added Alternate Chief Co-Sponsor <a href="#">Rep. Robert Martwick</a>
11/3/2017	Senate	Sponsor Removed <a href="#">Sen. Michael Connely</a>
11/6/2017	Senate	Added as Co-Sponsor <a href="#">Sen. Jil Tracy</a>
11/7/2017	House	House Floor Amendment No. 2 Recommends Be Adopted <a href="#">Public Utilities Committee</a> ; 016-003-000
11/7/2017	Senate	Added as Co-Sponsor <a href="#">Sen. Michael E. Hastings</a>
11/7/2017	House	House Floor Amendment No. 2 Adopted
11/7/2017	House	Placed on Calendar Order of 3rd Reading - Standard Debate
<b>11/7/2017</b>	<b>House</b>	<b>Third Reading - Standard Debate - Passed 062-041-005</b>
11/7/2017	House	Added Alternate Co-Sponsor <a href="#">Rep. William Davis</a>
11/7/2017	Senate	Added as Chief Co-Sponsor <a href="#">Sen. Bill Cunningham</a>
11/8/2017	Senate	Secretary's Desk - Concurrence House Amendment(s) 2
11/8/2017	Senate	Placed on Calendar Order of Concurrence House Amendment(s) 2 - November 8, 2017
11/8/2017	Senate	Added as Chief Co-Sponsor <a href="#">Sen. Donne E. Trotter</a>
11/8/2017	Senate	House Floor Amendment No. 2 Motion to Concur Filed with Secretary <a href="#">Sen. Terry Link</a>
11/8/2017	Senate	House Floor Amendment No. 2 Motion to Concur Referred to <a href="#">Assignments</a>
11/9/2017	Senate	House Floor Amendment No. 2 Motion to Concur Be Approved for Consideration <a href="#">Assignments</a>
11/9/2017	Senate	House Floor Amendment No. 2 Senate Concurs <a href="#">041-007-002</a>
11/9/2017	Senate	Senate Concurs
11/9/2017	Senate	Motion Filed to Reconsider Vote <a href="#">Sen. John J. Cullerton</a>
11/9/2017	Senate	Added as Chief Co-Sponsor <a href="#">Sen. John J. Cullerton</a>
2/15/2018	Senate	Motion Withdrawn <a href="#">Sen. John J. Cullerton</a>
2/15/2018	Senate	Passed Both Houses
2/16/2018	Senate	Sent to the Governor
4/12/2018	Senate	Governor Approved
4/12/2018	Senate	Effective Date June 1, 2018
<b>4/12/2018</b>	<b>Senate</b>	<b>Public Act ..... <a href="#">100-0585</a></b>

ORDINANCE NO. 18-O-\_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 6, ENTITLED "PUBLIC WAYS AND PROPERTY," OF TITLE 4, ENTITLED "MUNICPAL SERVICES," OF THE WILLOWBROOK MUNICIPAL CODE TO REGULATE AND PERMIT SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY**

**WHEREAS**, the Small Wireless Facilities Deployment Act was recently signed into law as Public Act 100-0585, codified at 50 ILCS 835/1, *et seq.* and became effective on June 1, 2018; and

**WHEREAS**, the Village of Willowbrook (the "Village") uses the public right-of-way within its boundaries to provide essential public services to its residents and businesses. The public right-of-way within the Village is a limited public resource held by the Village for the benefit of its citizens and the Village has a custodial duty to ensure that the public right-of-way is used, repaired, and maintained in a manner that best serves the public interest; and

**WHEREAS**, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems, and other personal wireless telecommunication facility installations in the public right-of-way; and

**WHEREAS**, the Village is authorized to adopt the amendments contained herein pursuant to its authority to regulate the public

right-of-way under 65 ILCS 5/11-80-1, et seq., of the Illinois Municipal Code; and

**WHEREAS**, the corporate authorities of the Village have determined that it is important to accommodate the growing need and demand for telecommunications services while protecting the character of the Village. Additionally, it is necessary to encourage the location and collocation of small wireless facilities on existing structures and encourage concealed technologies in order to reduce the need for new towers, thereby minimizing visual clutter, public safety impacts, and effects upon the natural environment, and there is a need to establish standards for location, aesthetics and compatibility for small wireless facilities and uses; and

**WHEREAS**, the corporate authorities of the Village have further determined that it is desirable, necessary, beneficial for the health, safety and welfare of the community and in the public interest to amend Chapter 6 entitled "Public Ways and Property" of Title 4 entitled "Municipal Services" of the Willowbrook Municipal Code, in order to set forth procedures, regulations, and a fee schedule for the permitting small wireless facility installation and operation in the Village's rights-of-way.

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

**Section 1.** The foregoing recitals are incorporated herein as the findings of Board of Trustees of the Village of Willowbrook.

**Section 2.** Chapter 6 entitled "Public Ways and Property" of Title 4 entitled "Municipal Services" of the Willowbrook Municipal Code, as amended, is hereby amended by addition of a new Section 4-6-3, entitled "Small Wireless Facility Construction in Rights-of-Way," to read as follows:

**4-6-3: SMALL WIRELESS FACILITY CONSTRUCTION IN RIGHTS-OF-WAY:**

(A) Purposes and Scope:

1. Purposes: The purposes of this Section are to:
  - (a) establish regulations, standards, and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village's jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner that is consistent with the Small Wireless Facilities Deployment Act (50 ILCS 835/1 *et seq.*) while minimizing the visual impacts associated with small wireless facilities; and
  - (b) encourage creative approaches in locating and designing small wireless facilities that blend in with the surroundings of such facilities.

2. Goals: The goals of this Section are to:

- (a) encourage the collocation of small wireless facilities while minimizing the total number of wireless support structures throughout the Village;
- (b) encourage the joint-use of new and existing wireless support structures;
- (c) encourage small wireless providers to locate small wireless facilities, to the extent feasible, at

locations where the adverse visual impact on the neighborhoods of the Village is significantly minimized;

- (d) encourage small wireless providers to configure small wireless facilities in ways that minimize the adverse visual impact of the wireless support structures; and
- (e) enhance the ability of the small wireless service provider to provide such services to the community quickly, effectively, and efficiently.

3. Interpretation: The provisions of this Section shall be interpreted and applied in order to comply with the provisions of the Small Wireless Facilities Deployment Act, 50 ILCS 835/1, *et seq.*
4. Conflicts with Other Ordinances: This Section supersedes all Ordinances or parts of Ordinances adopted prior hereto, that are in conflict herewith, to the extent of such conflict.
5. Conflicts with State and Federal Laws: In the event that applicable federal or State laws or regulations conflict with the requirements of this Section, the wireless provider shall comply with the requirements of this Section to the maximum extent possible without violating federal and State laws or regulations.

(B) Definitions:

For the purposes of this Section, the following terms shall have the following meanings:

**ANTENNA:** Communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

**APPLICABLE CODES:** Uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

**APPLICANT:** Any person who submits an application and is a wireless provider.

**APPLICATION:** A request submitted by an applicant to the Village for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility

pole for such collocation, as well as any applicable fee for the review of such application.

COLLOCATE OR COLLOCATION: To install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

COMMUNICATIONS SERVICE: Cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

COMMUNICATIONS SERVICE PROVIDER: A cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC: The Federal Communications Commission of the United States.

FEE: A one-time charge.

HISTORIC DISTRICT OR HISTORIC LANDMARK: A building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

LAW: A federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

MICRO WIRELESS FACILITY: A small wireless facility that is no larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, no longer than 11 inches.

MUNICIPAL UTILITY POLE: A utility pole owned or operated by the Village in public rights-of-way.

PERMIT: A written authorization required by the Village to perform an action or initiate, continue, or complete a project.

PERSON: An individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

PUBLIC SAFETY AGENCY: The functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

RATE: A recurring charge.

RIGHT-OF-WAY: The area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

UTILITY POLE (OR POLE): A pole or similar structure that is used in whole or in part by a communications service provider,

and for electric distribution, lighting, traffic control, or a similar function.

**WIRELESS FACILITY:** Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

**WIRELESS INFRASTRUCTURE PROVIDER:** Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

**WIRELESS PROVIDER:** A wireless infrastructure provider or a wireless services provider.

**WIRELESS SERVICES:** Any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

**WIRELESS SERVICES PROVIDER:** A person who provides wireless services.

**WIRELESS SUPPORT STRUCTURE:** A freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

**(C) Regulation of Small Wireless Facilities:**

1. Permitted Use: Small wireless facilities shall be classified as permitted uses and subject to administrative review, except for applications including requested variations from the requirements of this Section as specified herein, and not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.
2. Permit Required: No person shall place, construct, reconstruct or modify a small wireless facility within the Village without a permit. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:
  - a. Application Requirements: A wireless provider shall provide the following information to the Village, together with the Village's Small Wireless Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
    - (1) Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
    - (2) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This shall include a photo simulated depiction of the completed facility;
    - (3) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed, to include

dimensional details of small wireless facilities and mounting hardware used to attach equipment to the utility pole or small wireless support structure;

- (4) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
- (5) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
- (6) Certification that the collocation complies with the Collocation Requirements and Conditions stated in Subsection (D) of this Section, to the best of the applicant's knowledge;
- (7) In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation;
- (8) In the event that the proposed small wireless facility is to be attached to an existing pole owned by the Village, the wireless provider shall be required to enter into a pole usage agreement pursuant to Subsection (D) herein;
- (9) Specific designation of any proposed small wireless facility as an "eligible facility request", as that term is defined in the Federal Telecommunications Act, 42 USC §1455; and
- (10) All other documentation and materials identified in Section 4-6-2 entitled "Placement of Facilities Within Public Ways" of Chapter 6 entitled "Public Ways and Property" of Title 4 entitled "Municipal Services" of the Willowbrook Municipal Code.

b. Application Process: The Village shall process applications as follows:

- (1) The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

(2) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure, shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application. However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Section.

(3) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application. However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Section.

(4) The Village shall deny an application which does not meet the requirements of this Section, including but not limited to Subsections (D) and (M) of this Section.

If the Village determines that applicable codes, ordinances, or regulations that concern public safety, or the Collocation Requirements and Conditions stated in Subsection (D) of this Section require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the application to submit a new application with applicable fees, and recommencement of the Village's review period. The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

(5) Pole Attachment Agreement: Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement provided by the Village for the initial collocation on a municipal utility pole by the applicant. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

(6) Completeness of Application: Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village. Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

(7) Tolling: The time period for applications may be further tolled by:

- a. An express written agreement by both the applicant and the Village; or
- b. A local, State, or federal disaster declaration, or similar emergency that causes the delay.

(8) Consolidated Applications: An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation that is approved in a consolidated application.

(9) Duration of Permits: The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village ordinances or any provision, condition or requirement contained in this Section.

If the Small Wireless Facilities Deployment Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal.

(10) Means of Submitting Applications: Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, or by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

(D) Collocation Requirements and Conditions:

1. Public Safety Space Reservation: The Village may reserve space on municipal utility poles for future public safety uses, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.
2. Installation and Maintenance: The wireless provider shall install, maintain, repair, and modify its small wireless facilities in safe condition, and good repair and compliance with the requirements and conditions of this Section. The wireless provider shall ensure that

its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations. The wireless provider shall maintain each small wireless facility or small wireless support structure under their control to the standards imposed by the Village under this Section at the time of the granting of its permit. Such maintenance shall include, but shall not be limited to, maintenance of the paint, structural integrity, and landscaping. If the small wireless provider fails to maintain the small wireless facility or small wireless support structure, the Village may undertake the maintenance at the expense of the small wireless provider, or terminate the provider's permit at the Village's sole option.

3. No interference with public safety communication frequencies: The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.
4. A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.  
Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.  
If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC, including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.  
The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

5. The wireless provider shall not collocate small wireless facilities on Village owned utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village owned utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

6. The wireless provider shall comply with all applicable codes and local code provisions, or regulations that concern public safety.
7. The wireless provider shall comply with generally applicable written stealth, concealment, and aesthetic standards that are set forth in a Section (M) (3) of this Section.
8. Alternate Placements: Except as provided in this Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits, or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

9. Height Limitations: The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated. New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:
  - (a) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
  - (b) 45 feet above ground level.
10. Height Exceptions: If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variation in conformance with procedures, terms and conditions set forth in Section 4 entitled "Variations" of Chapter 14 entitled "Administration, Enforcement and Variations" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code.
11. Contractual Design Requirements: The wireless provider shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

12. **Ground-mounted Equipment Spacing:** The wireless provider shall comply with Section 4-6-2(H)(5) entitled "Location Requirements" of Chapter 6 entitled "Public Ways and Property" of the Willowbrook Municipal Code concerning the location of ground-mounted equipment located in the right-of-way. If an applicant proposes a facility to be located in the public right-of-way which would not comply the requirements of Section 4-6-2(H)(5), the applicant shall apply for a variation in conformance with procedures, terms and conditions set forth in Section 4 entitled "Variations" of Chapter 14 entitled "Administration, Enforcement and Variations" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code.
13. **Undergrounding Regulations:** The wireless provider shall comply with Section 4-6-2(H)(5) entitled "Location Requirements" of Chapter 6 entitled "Public Ways and Property" of the Willowbrook Municipal Code concerning the location of facilities in the right-of-way and prohibiting certain above-ground facilities. If an applicant proposes an above-ground facility to be located in the public right-of-way which would not comply the requirements of Section 4-6-2(H)(5), the applicant shall apply for a variation in conformance with procedures, terms, and conditions set forth in Section 4 entitled "Variations" of Chapter 14 entitled "Administration, Enforcement and Variations" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code.
14. **Collocation Completion Deadline:** Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

15. Cooperation with other Small Wireless Service Providers: As a condition of any permit for installation of a new pole, small wireless support structure, or other above-ground facility granted pursuant to this Section, permittees shall be required to cooperate with other small wireless providers in collocating additional small wireless facilities on poles and small wireless support structures owned by the permittee, provided that such proposed additional small wireless provider been issued permits for that location by the Village as described herein. All permittees shall exercise good faith in collocating other small wireless providers regarding sharing of the permitted site, provided that such shared use does not give rise to a substantial technical level of impairment of the ability to provide the permitted use (i.e., significant interference in broadcast or reception capabilities as opposed to a competitive conflict or financial burden). Such good faith shall include sharing technical information to evaluate the feasibility of sharing utility poles or small wireless infrastructure. In the event that a dispute arises as to whether a permittee has exercised good faith in accommodating other users, the Village may require a third-party technical study at the expense of the applicant, the permittee, or both.

(E) Application Fees: Application fees are imposed as follows:

1. Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
2. Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
3. Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.

4. The Village shall not require an application, approval or permit, or require any fees or other charges from a communications service provider authorized to occupy the rights-of-way, for:
  - (a) routine maintenance;
  - (b) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with Subsection (C) (2) (a) (4) herein; or
  - (c) the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
5. Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

(F) Exceptions to Applicability: Nothing in this Section authorizes a person to collocate small wireless facilities on:

1. property owned by a private party, property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
2. property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government, as provided by the Illinois Highway Code; or
3. property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service,

or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Section do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Section shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities other than small wireless facilities subject to this Section.

(G) Pre-Existing Agreements: Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Section.

(H) Annual Recurring Rate: A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct, and reasonable costs related to the wireless provider's use of space on the Village utility pole. If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

(I) Obsolescence, Abandonment, and Removal: Any small wireless facility that is no longer needed or is not operational shall be reported immediately by the small wireless provider to the Village Administrator. Any obsolete or nonoperational small wireless facilities shall be removed within 90 days following notice to the

Village. A small wireless facility that is not operated or removed for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles, or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery. A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

(J) Dispute Resolution: The Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

(K) Indemnification: A wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Section and the Small Wireless Facilities Deployment Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

(L) Insurance: The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

1. property insurance for its property's replacement cost against all risks;
2. workers' compensation insurance, as required by law; and
3. commercial general liability insurance with respect to its activities on the Village improvements or rights-of-way to afford minimum protection limits as set forth in Section 4-6-2(G)(18) entitled "Insurance" of Chapter 6 entitled "Public Ways and Property" of the Willowbrook Municipal Code.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

(M) Stealth, Concealment, and Aesthetic Standards:

1. Purpose. The purposes of this Section are to:
  - (a) Provide a variety of locations and options for wireless providers while minimizing the negative visual impacts associated with small wireless facilities;
  - (b) Encourage creative approaches in locating and designing small wireless facilities that blend in with the surroundings of such facilities;
  - (c) Provide standards that comply with the Telecommunications Act of 1996 ("the Telecommunications Act") and the Small Wireless Facilities Deployment Act (50 ILCS 835/1 *et seq.*); the provisions of this Section are not intended, and shall not be interpreted, to prohibit or have the effect of prohibiting personal wireless services as defined in the Telecommunications Act; and
  - (d) Administer the provisions of this Section in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services, as defined in the Telecommunications Act.
2. Site location and development of small wireless facilities shall preserve the existing character of the surrounding buildings and landscape to the extent

consistent with the function of the proposed small wireless facilities. All small wireless support infrastructure and poles shall be integrated through location and design to blend in with the existing characteristics of the site to the extent practical. Existing on-site vegetation shall be preserved or improved, and disturbance to the existing topography shall be minimized unless such disturbance would result in less adverse visual impact to the surrounding area. The following provisions establish design and concealment standards for small wireless facilities.

- (a) Building Attachment: Small wireless facilities may be mounted to a building if the antennas do not interrupt the building's architectural theme. To the extent possible all small wireless facilities shall be concealed within a structure that is architecturally compatible with the existing rooftop. Rooftop additions shall be concealed on all sides.
  - (1) Small wireless facilities attached to the side or roof of buildings shall employ a symmetrical, balanced design for all facade mounted antennas. Subsequent deployments will be required to ensure consistent design, architectural treatment, and symmetry when placing antennas on the structure's exterior with any existing small wireless facilities on the same side of the structure.
  - (2) The interruption of architectural lines or horizontal or vertical reveals is prohibited unless demonstrated to be unavoidable.
  - (3) New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.
  - (4) Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.
  - (5) Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of

the antennas. Exposed conduit, cabling, and wiring are prohibited.

- (6) Small wireless facilities shall be painted and textured to match the adjacent building surfaces.
- (7) All installations of small wireless facilities shall have permission from the pole/structure owner to install facilities on such structure.

(b) Signs:

- (1) Small wireless facilities replicating a sign shall be subject to the requirements of Chapter 11 entitled "Signs" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code. A sign permit is required unless the small wireless facilities are placed entirely within an existing sign.
- (2) All antennas shall be completely screened by the facade of the sign.
- (3) All cables and conduit to and from the sign shall be routed from within the building wall or structure upon which the sign is mounted. Cable coverings may be allowed on the exterior of the building wall in limited circumstances in situations where they are minimally visible and concealed to match the adjacent building surfaces.

(c) Existing or Replacement Utility Poles: An existing utility pole may be replaced or altered to accommodate small wireless facilities and related equipment subject to the following requirements:

- (1) Replacement utility poles shall conform to any design standard for the surrounding zoning district, subdivision, or planned development, including, but not limited to, Historic Districts as defined herein and planned developments as described in Chapter 13 entitled "Planned Unit Developments" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code. The replacement pole shall look substantially the same as existing poles in the surrounding zoning district, subdivision, or planned development.

- (2) When no design standard is identified for a particular zoning district, subdivision, or planned development, replacement poles shall match the height, width, color, and material of the original or adjacent poles. The maximum height of any new or replacement pole shall not exceed limits specified in Section (D)(8), subject to any variation requested pursuant to Section (D)(9). The Village may, likewise, approve minor variations of up to fifty percent (50%) of the pole width or thirty inches (30"), whichever is greater, when housing equipment within the pole base.
- (3) Replacement poles shall be located as close as possible to the existing pole to be replaced, and the replaced pole shall be removed.
- (4) Wherever compatible with the pole design and technologically feasible, all equipment and cabling shall be internal to the replacement street lighting or traffic signal standard or otherwise camouflaged to appear to be an integrated part of a utility pole. If equipment or cabling is not proposed to be placed internal to the replacement pole, a concealment element plan shall be submitted in accordance with the provisions of Section (M)(3) of this Section.
- (5) No Illumination: Small wireless facilities shall not be illuminated.
- (6) Generators and Backup Battery: Generators are not permitted for small wireless facilities. All proposed battery backups must be requested through the submittal of a concealment element plan in accordance with the provisions of Section (M)(3) of this Section.
- (7) Cabinet Location and Dimensions: The equipment cabinet for small wireless facilities shall be the smallest amount of cabinet enclosure necessary to enclose the equipment. Disconnect switches may be located outside of the primary equipment cabinet.
- (8) Flush-Mounting and Pole-top Antennas: In situations when interior concealment is demonstrated to not be possible, the small wireless facility shall, to the full extent permitted under the state electrical code and the utilities' requirements, be flush-mounted

on the subject pole, which means mounting directly to the pole with little to no gap other than that which may be required for the screws/bolts, or located at the top of the pole. Canisters attached to the top of a pole shall not exceed the diameter of the pole unless technically required and then shall not be more than fifty percent (50%) greater than the diameter of the pole.

(9) Antenna Design: Where an enclosure is proposed to house an antenna, the antenna shall be located in an enclosure of no more than six (6) cubic feet in volume, or in case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet. No more than four (4) antennas are permitted on a single pole and with a total volume not to exceed twenty four (24) cubic feet.

(10) Material and Color: If interior concealment described in Section (M)(2)(c)(4) is not possible, the small wireless facility shall to the maximum extent feasible match the color of the pole and shall be non-reflective.

(d) New Poles: In areas of the Village in which above-ground facilities are allowed in the public right-of-way pursuant to Section 4-6-2(H)(5) entitled "Location Requirements" of Chapter 6 entitled "Public Ways and Property" of the Willowbrook Municipal Code, the installation of a new pole for the purpose of locating small wireless facilities is permitted only when the applicant establishes that:

- (1) the small wireless facility cannot be located on a site outside of the public right-of-way such as a public park, public property, or in or on a building whether by roof or panel-mount or separate structure; and
- (2) the small wireless facility cannot be located on an existing pole within the public right-of-way.

The applicant shall establish the foregoing requirements by submission of competent documentary evidence that:

- (1) no existing towers or structures are located within the geographic area required to meet the applicant's engineering plans;
- (2) existing utility poles, towers, base stations, or small wireless support structures are not of sufficient height to meet the applicant's engineering requirements;
- (3) existing utility poles, towers, base stations, or small wireless support structures do not have sufficient structural strength to support the applicant's proposed small wireless facility;
- (4) the applicant's proposed small wireless facility would cause electromagnetic interference with the existing utility poles, towers, base stations, or small wireless facilities, or the existing utility poles, towers, base stations, or small wireless facilities would cause interference with the applicant's proposed small wireless facility;
- (5) the fees, costs and contractual provisions required by the owners of the existing utility poles, towers, base stations, or small wireless support structures to share existing space, or to adapt existing structures for sharing space are unreasonable. Costs exceeding new tower development are presumed to be unreasonable;
- (6) there are other limiting factors which render existing utility poles, towers, base stations, or small wireless support structures unsuitable; and
- (7) reasonable efforts to develop an alternative location on an existing utility pole, tower, or small wireless support structure have been made.

Any proposed new utility pole or small wireless support structure proposed by an applicant shall comply with a preferred concealment technique as described in Section (M)(2)(c), or an approved concealment element plan as provided in Section (M)(3).

- (e) Ground-Mounted Equipment Standards; ADA Compliance Required: To allow full use of the public right-of-way by pedestrians, bicycles and other users, all ground-mounted equipment other than poles or wireless support structures shall be housed underground in a vault meeting the Village's construction standards. The location of wireless support structures, replacement poles, and/or any new poles shall comply with the Americans with Disabilities Act (ADA), Village construction standards, and State and federal regulations in order to provide a clear and safe passage within the public right-of-way.
- (f) Maximum Noise Levels: No small wireless facilities or related equipment shall be operated to produce noise levels above forty (40) decibels as measured from the nearest property line to which the small wireless facility is located.
- (g) Advertising Prohibited: No lettering, symbols, images, or trademarks large enough to be legible to pedestrian or vehicular users of the right-of-way or other persons occupying the space in the immediate area of the small wireless facility, utility pole, or small wireless support structure shall be placed on or affixed to any utility pole, small wireless support structure, or small wireless facility other than as required by Federal Communications Commission regulations or other applicable law. Small wireless facilities concealed within signs or billboards shall not be construed to be in violation of this prohibition.

### 3. Concealment Element Plan:

- (a) Concealment Element Plan Required: Applications for proposed small wireless facility installations which do not conform to a preferred concealment technique as identified in Section (M) (2) (c) shall submit a concealment element plan. The plan shall include the design of the screening, fencing, or other concealment technology for a base station, pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed small wireless facility.

- (b) Purpose of Concealment Element Plan, Generally: Concealment element plans should seek to minimize the visual obtrusiveness of proposed small wireless facilities using methods including, but not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color and texture, or the appearance thereof, as the surface or background against which the small wireless facility will be seen or on which it will be installed. Other concealment element approaches may include, but not be limited to, use of street furniture concealment products such as trash cans, benches, information kiosks, or other types of enclosures reasonably compatible to conceal ground level equipment. Additionally, the use of a concealment support or device, such as a clock tower, steeple, flagpole, tree, wayfinding sign, decorative pole with banner, art work, street sign, or other applicable concealment structure may be approved.
- (c) Review of Concealment Element Plan: Where a small wireless facility is proposed that does not comply with a preferred concealment technique as specified in Section (M) (2) (C), a concealment element plan shall be subject to Village review and approval in conformance with the procedures, terms and conditions set forth in Section 4 entitled "Variations" of Chapter 14 entitled "Administration, Enforcement and Variations" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code.

**Section 3.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

**Section 4.** If any provisions or portion of this Ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other

provisions or portions of this Ordinance; and, to that end, all provisions and portions of this Ordinance are declared to be severable.

**Section 5.** If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

**PASSED and APPROVED** this 23<sup>rd</sup> day of July, 2018.

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Village Clerk

ROLL CALL VOTE:

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

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

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

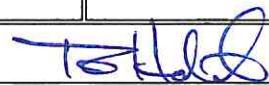
ABSENT: \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

THE ORDINANCE AMENDING CHAPTER 7 ENTITLED "VILLAGE ADMINISTRATOR" OF TITLE 1 ENTITLED "ADMINISTRATIVE" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

**7****AGENDA NO.****AGENDA DATE:** 7/23/18**STAFF REVIEW:** Tim Halik, Village Administrator**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY MUNICIPAL SERVICES COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

For many years, the Village Administrator's spending authority to procure goods and services for Village operations has been limited to a maximum of \$2,500. Any desired expenditures above that limit amount must first be reviewed by the appropriate Trustee Committee, then considered by the full Village Board. This process can, at times, cause delays in completing work. This spending authority limit is not included in any Village purchasing policy or Village ordinance, it is merely an amount that was determined by a former Village Board to be the desired spending threshold without first having to seek formal Board approval.

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

Illinois Statute requires that all municipal expenditures for public works type projects which exceed \$25,000 must be competitively bid. For projects having a value under that amount, it has always been the Village's practice to seek multiple proposals to check the competitiveness of the price.

One of the long-term goals of both the Administration and Finance Departments is to develop a comprehensive Accounting Procedures & Policies Manual which would be adopted by the Village Board and codified into the Village Code or Ordinances. Such a manual would include a Purchasing Policy, which would, among other items, contain provisions pertaining to spending authority limits and procedures. The Village has not adopted such an established policy in the past, other than the Purchasing Card Policy included earlier on this agenda, and such a project would be a fairly large undertaking. Therefore, in order to increase the Village Administrator's spending authority in the interim, Attorney Bastian has drafted an ordinance amending Title 1, Chapter 7 of the Village Code by adding a new section 1-7-5 titled, "Powers and Duties of Village Administrator with Reference to Certain Expenditures." This new Section provides that the Village Administrator:

- 1) Shall act as purchasing agent for the Village.
- 2) Is authorized, after consulting with the Mayor, to purchase services, goods, materials, supplies and/or equipment, provided they have been budgeted for, up to \$10,000.
- 3) Must report such expenditures in excess of \$5,000 to the Corporate Authorities at the next regular meeting of the Board of Trustees.

**ACTION PROPOSED:** Pass Ordinance. The provisions contained in new Section 1-7-5 of the Village Code will likely be revisited upon consideration of a future comprehensive Accounting Procedures & Policies Manual.

ORDINANCE NO. 18-O-\_\_\_\_\_

THE ORDINANCE AMENDING CHAPTER 7 ENTITLED "VILLAGE  
ADMINISTRATOR" OF TITLE 1 ENTITLED "ADMINISTRATIVE" OF THE  
VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK,  
DUPAGE COUNTY, ILLINOIS

PASSED AND APPROVED BY THE  
MAYOR AND BOARD OF TRUSTEES  
THIS 23RD DAY OF JULY, 2018

ORDINANCE NO. 18-0-\_\_\_\_\_

THE ORDINANCE AMENDING CHAPTER 7 ENTITLED "VILLAGE  
ADMINISTRATOR" OF TITLE 1 ENTITLED "ADMINISTRATIVE"  
OF THE VILLAGE CODE OF ORDINANCES OF THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that it is necessary, proper and in the best interest of efficient operation of the Village to increase the spending authority of the Village Administrator without prior authority of the Mayor and Board of Trustees; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook have determined that increasing the spending authority of the Village Administrator without prior approval of the Mayor and Board of Trustees will result in a more efficient operation of daily Village functions.

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

**Section 1.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as the findings of the corporate authorities of the Village of Willowbrook, as is fully restated herein.

**Section 2.** Chapter 7 entitled "Village Administrator" of Title 1 entitled "Administrative" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended,

is hereby further amended, by adding thereto, Section 1-7-5 entitled "Powers and Duties of Village Administrator with Reference to Certain Expenditures" to read as follows:

**"1-7-5: POWERS AND DUTIES OF VILLAGE ADMINISTRATOR WITH REFERENCE TO CERTAIN EXPENDITURES:**

(A) The Village Administrator shall act as purchasing agent for the Village and make or supervise all necessary purchases of services, goods, materials, supplies and equipment by the Village, and all contracts therefor. The Village Administrator is authorized to act on behalf of the Village and, after duly consulting with the Mayor, is authorized to enter into all contracts for services and purchase of goods, materials, supplies and equipment not exceeding ten thousand dollars (\$10,000.00) without the prior approval of the Village Board of Trustees, provided funds for the services, goods, materials, supplies and/or equipment are provided in the budget, and subject also to the statutes of the State of Illinois pertaining to creation of liabilities against the Village and pertaining to the expenditures or appropriations of the monies of the Village. Unless circumstances create a hardship, the Village Administrator shall obtain at least two (2) price quotes or proposals for all such expenditures.

(B) The Village Administrator shall provide a report to the Mayor and Board of Trustees at the next regular meeting of the Board of Trustees detailing any expenditure in excess of five thousand dollars (\$5,000.00) authorized by this section."

**Section 3.** That any ordinance or portion of any ordinance, in conflict with the provisions of this Ordinance are, to the extent as such conflict expressly repealed.

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**Section 4.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

PASSED and APPROVED this 23rd day of July, 2018.

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Village Clerk

ROLL CALL VOTE:

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST ON BEHALF OF THE VILLAGE OF WILLOWBROOK AN INTERGOVERNMENTAL AGREEMENT FOR AN AMENDED MUTUAL AID AGREEMENT AND PLAN WITH NORTHERN ILLINOIS POLICE ALARM SYSTEM (NIPAS)

AGENDA NO. **8**

AGENDA DATE: 07/23/18

**STAFF REVIEW:** Robert Schaller, Chief of Police

SIGNATURE: 

**LEGAL REVIEW:** Tom Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

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

SIGNATURE: 

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

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

The Northern Illinois Police Alarm System is in the process of making several organizational changes to the NIPAS Agreement and Bylaws to better serve NIPAS's participating agencies and expand NIPAS's emergency response capabilities. These organizational changes are: 1. Expanding NIPAS membership to allow law enforcement agencies ("LEAs") associated with non-municipal entities including, but not limited to, county LEAs, college and university LEAs, hospital LEAs, and transportation system LEAs. 2. Simplifying the procedures by which a Participating Agency may terminate its participation in NIPAS. 3. Reducing NIPAS's risk of liability and strengthening NIPAS's defenses against any potential risk of liability. 4. Updating and cleaning up the provisions of the agreement by which all Participating Agencies joined NIPAS ("NIPAS Agreement") and the NIPAS bylaws ("NIPAS Bylaws") to better reflect the current and future composition and needs of NIPAS

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

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 18-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR  
TO EXECUTE AND THE VILLAGE CLERK TO ATTEST ON BEHALF OF THE  
VILLAGE OF WILLOWBROOK AN INTERGOVERNMENTAL AGREEMENT  
FOR AN AMENDED MUTUAL AID AGREEMENT AND PLAN  
WITH NORTHERN ILLINOIS POLICE ALARM SYSTEM (NIPAS)**

**WHEREAS**, the Village of Willowbrook and numerous other law enforcement agencies (the "Participating Agencies") are members of Northern Illinois Police Alarm System (NIPAS), through an Intergovernmental Agreement executed by each participating agency; and

**WHEREAS**, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois, 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Village is expressly authorized to enter into the attached Amended Mutual Aid Agreement; and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is necessary and in the best interest of the Village to approve an Amended Mutual Aid Agreement and Plan with NIPAS.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that the Mayor of the Village of Willowbrook is hereby authorized to execute on behalf of the Village, and the Village Clerk is authorized to attest to, an Amended Intergovernmental Mutual Aid Agreement and Plan with Northern Illinois

Police Alarm System and its Participating Agencies which Agreement is hereby approved. A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A."

Resolved this 23rd day of July, 2018.

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Leroy Hansen, Village Clerk

ROLL CALL VOTE:

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

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

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

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

**EXHIBIT "A"**



# Northern Illinois Police Alarm System

## Amended Mutual Aid Agreement and Plan

The undersigned Participating Law Enforcement Agencies agree pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Inter-governmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

### **Section 1 Purpose of Amended Mutual Aid Agreement and Plan**

This Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of individual law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each Participating Agency has and does express its intent to assist other Participating Agencies by assigning some of its manpower and equipment resources to a Stricken Agency as resources and situations allow. The specific intent of this Amended Mutual Aid Agreement and Plan is to permit each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

### **Section 2 Definitions**

For the purpose of this Amended Mutual Aid Agreement and Plan, the following terms are defined as follows:

*Aiding Agency:* A Participating Agency furnishing police equipment and manpower to a Stricken Agency.

*Amended Mutual Aid Agreement and Plan:* An amended Mutual Aid Agreement Plan which shall go into effect and supersede the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

*Amended NIPAS Bylaws:* Amended NIPAS Bylaws, which shall go into effect and supersede the NIPAS Bylaws upon their adoption, pursuant to Article XV,

Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last of the following two events to occur: (i) the passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of at least three-fourths of the Participating Agencies; and (ii) the execution of this Amended Mutual Aid Agreement and Plan by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies.

*Emergency Situation:* A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

*Law Enforcement Services:* The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

*Mutual Aid:* Response and assistance by the Aiding Agencies in the event of an Emergency Situation.

*Mutual Aid Agreement and Plan:* A definite and pre-arranged written agreement and plan whereby the provision of Mutual Aid is agreed upon in accordance with the Police Alarm Assignments as developed by the commanding officers of the Participating Agencies.

*NIPAS Bylaws:* Those bylaws establishing the NIPAS Board, as required pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan, and the rules by which the NIPAS Board shall operate adopted by the Participating Agencies on March 23, 1988, and subsequently amended by the Participating Agencies on March 21, 1991, April 17, 1992, May 11, 1994, May 20, 1998, and May 20, 2009.

*NIPAS Board:* The Board of Officers of NIPAS, the governing board of NIPAS, established pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan.

***Northern Illinois Police Alarm System (NIPAS):*** An organization of Northern Illinois law enforcement agencies participating in the Original Mutual Aid Agreement and Plan and this Amended Mutual Aid Agreement and Plan.

***Original Mutual Aid Agreement and Plan:*** That Mutual Aid Agreement and Plan pursuant to which NIPAS and the Participating Agencies operate and are governed, which shall be in effect until the Amended Mutual Aid Agreement and Plan goes into effect and supersedes the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

***Original Participating Agencies:*** Those Participating Agencies whose corporate authorities had approved participation in NIPAS and whose head of corporate authorities and commanding officers had executed the Original Mutual Aid Agreement and Plan prior to May 1, 2018.

***Participating Agency:*** A law enforcement agency dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in NIPAS pursuant to the terms of this Amended Mutual Aid Agreement and Plan.

***Police Alarm Assignments:*** A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency.

***Primary Law Enforcement Jurisdiction:*** A geographically, politically, or contractually defined area for which a Participating Agency is primarily responsible for performing Law Enforcement Services.

***Specialized Teams:*** A subsidiary team of NIPAS established by the NIPAS Board, consisting of Participating Agencies electing to participate pursuant to a separate agreement, and dedicated to performing a specialized set of Law Enforcement Services for the sole benefit of the Participating Agencies electing to participate in the Specialized Team and not for the benefit of all of NIPAS or all of the Participating Agencies.

***Stricken Agency:*** The Participating Agency that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

***Stricken Jurisdiction:*** The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Agency primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

### **Section 3** **Amended Mutual Aid Agreement and Plan**

The corporate authorities of each Participating Agency are authorized on behalf of that Participating Agency

to enter into and subsequently alter and amend, on the advice of the commanding officer of the Participating Agency, this Amended Mutual Aid Agreement and Plan as follows:

- A. Whenever an Emergency Situation is of such magnitude and consequence that it is deemed advisable by the senior officer present of the Stricken Agency, or his or her designee, to request Mutual Aid from the Aiding Agencies, the senior officer present of the Stricken Agency, or his or her designee, may do so in accordance with the following:
  1. Immediately determine what resources are required according to the Police Alarm Assignments.
  2. Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
  3. Dispatch immediately the personnel and equipment required to the Stricken Agency in accordance with the Police Alarm Assignments.
- B. The rendering of Mutual Aid under the terms of this Amended Mutual Aid Agreement and Plan shall not be mandatory in accordance with the Police Alarm Assignments if local conditions prohibit response. In that event it is the responsibility of the Aiding Agency to immediately notify the Stricken Agency of the circumstances that prevent the provision of Mutual Aid in response to the Emergency Situation.
- C. The senior officer present of the Stricken Agency, or his or her designee, shall assume full responsibility and command for operations at the scene. The senior officer present of the Stricken Agency, or his or her designee, will assign personnel and equipment, of the Aiding Agencies, to positions when and where he or she deems necessary.
- D. Requests for Mutual Aid under this Amended Mutual Aid Agreement and Plan will be initiated only in the event of an Emergency Situation in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency. Aiding Agencies will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Emergency Situation is resolved to the point which permits the Stricken Agency to satisfactorily handle it with its own resources or, as pursuant to subsection B above, when an Aiding Agency so decides.
- E. All Law Enforcement Services performed under this Amended Mutual Aid Agreement and Plan

shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of Mutual Aid may be submitted by the Aiding Agency to the Stricken Agency. Indemnification of such costs shall be at the discretion of the corporate authorities of the Stricken Agency.

F. Each Participating Agency assumes the responsibility for members of its police force acting pursuant to this Amended Mutual Aid Agreement and Plan, both as to indemnification of said members of the Participating Agency's police force as provided for by 65 ILCS 5/1-4-6 in the case of municipal Participating Agencies or 55 ILCS 5/5-1002 in the case of county Participating Agencies, or any other Statute of the State of Illinois or law or bylaw of the Participating Agencies, as the case may be, and as to personal benefits to said members of the Participating Agency's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Agencies when those members of the Primary Agency's police force are acting solely within the Participating Agency's Primary Law Enforcement Jurisdiction.

G. Defense and Indemnification of NIPAS.

1. Defense. In the event that NIPAS is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of NIPAS in such lawsuit, claim or action.
2. Indemnification. To the extent permitted by law, the indemnification of NIPAS from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against NIPAS shall be shared equally between each Participating Agency named as a party to the lawsuit, claim or action.

H. Insurance Requirements. Each Participating Agency under the terms of this Amended Mutual Aid Agreement and Plan shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Mutual Aid pursuant to this Amended Mutual Aid Agreement and Plan as follows:

1. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate

shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
- I. The commanding officers of the Participating Agencies shall maintain a governing board, the NIPAS Board, and establish an operational plan for giving and receiving Mutual Aid under this Amended Mutual Aid Agreement and Plan. Said plan shall be reviewed, updated and tested at regular intervals.
- J. Each Participating Agency agrees to pay dues or fees, as determined by the NIPAS Board in its sole and absolute discretion, in exchange for the Participating Agency's participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the NIPAS Board.
- K. The NIPAS Board, from time to time as it sees fit, may establish Specialized Teams within NIPAS dedicated to performing specialized sets of Law Enforcement Services for the sole benefit of those Participating Agencies who elect to participate in each Specialized Team and may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each Specialized Team at its discretion (collectively, "**Additional Requirements**"). Participating Agencies may elect to participate in these Specialized Teams in accordance with the Additional Requirements for each Specialized Team, as set forth by the NIPAS Board. The specialized benefits and additional Mutual Aid offered by each Specialized Team shall be available only to those Participating Agencies which have elected to: (i) participate in that particular Specialized Team; and (ii) comply with the Additional Requirements of that particular Specialized Team, as set forth by the NIPAS Board. Approval and Execution of this Amended Mutual Aid Agreement and Plan by the undersigned law enforcement agency only grant the undersigned law enforcement agency participation in NIPAS as a whole and access to the Mutual Aid from other Participating Agencies in the event of an Emergency Situation, as those terms are defined in Section 2 and pursuant to the terms set forth in this Amended Mutual Aid Agreement and Plan, and do not grant or guarantee to the undersigned law enforcement agency

participation in a Specialized Team or access to the specialized benefits and additional Mutual Aid offered by each Specialized Team.

#### **Section 4 Termination**

- A. Any Participating Agency may withdraw from participation in NIPAS and this Amended Mutual Aid Agreement and Plan by notifying the NIPAS Board in writing ("Termination Notice"), on or before December 31 of any calendar year, whereupon the participation of the withdrawing Participating Agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the NIPAS Board.
- B. Any participating agency that fails to meet its obligations in accordance with this Amended Mutual Aid Agreement and Plan or with the NIPAS Bylaws may have its participation in NIPAS terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 8 of the Amended NIPAS Bylaws.
- C. Any Participating Agency found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to NIPAS, may have its participation in NIPAS suspended or terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 9 of the Amended NIPAS Bylaws. Before any Participating Agency may be suspended or terminated from participation in NIPAS, the Participating Agency will be notified and shall have an opportunity to appear before the NIPAS Board.

#### **Section 5 Adoption and Effect of Adoption**

- A. If the undersigned law enforcement agency is an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect only upon the date of the last of the following events to occur ("Original Participating Agency Effective Date"):
  - 1. The passage and approval of an ordinance or resolution approving participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the undersigned Original Participating Agency ("Approval");
  - 2. The execution of this Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the undersigned Original Participating Agency ("Execution");

- 3. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of at least three-fourths of the Original Participating Agencies;
- 4. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies; and
- 5. The adoption of the Amended NIPAS Bylaws, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of the Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last to occur of the two events listed in Section 5.A.3 and Section 5.A.4 of this Amended Mutual Aid Agreement and Plan.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.A of this Amended Mutual Aid Agreement and Plan, then, as of the Original Participating Agency Effective Date: (i) the undersigned Original Participating Agency shall remain a Participating Agency in NIPAS and, if the undersigned Original Participating Agency has elected to participate in a Specialized Team or Specialized Teams, the participation of the undersigned Original Participating Agency in its respective Specialized Team or Specialized Teams shall continue; (ii) the Original Mutual Aid Agreement and Plan shall be terminated; (iii) this Amended Mutual Aid Agreement and Plan and the provisions contained herein shall supersede and control over the Original Mutual Aid Agreement and Plan and any provision contained therein; (iv) the NIPAS Bylaws shall no longer govern NIPAS; and (v) the Amended NIPAS Bylaws and the provisions contained therein shall govern NIPAS and supersede and control over the NIPAS Bylaws and any provision contained therein.

The participation in NIPAS, and in any Specialized Team, of any Original Participating Agency that fails to complete the Approval and Execution of this Amended Mutual Aid Agreement and Plan in accordance with this Section 5.A on or before the day before the Original Participating Agency Effective Date will be terminated as of the day after the Original Participating Agency Effective Date. Any Original Participating Agency who has its participation in NIPAS terminated may seek participation in NIPAS again at any time in accordance with the procedures set forth in Section 5.B of this Amended Mutual Aid Agreement and Plan.

B. If the undersigned law enforcement agency is not an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect with respect to the undersigned law enforcement agency upon the date of the last of the following events to occur ("**New Participating Agency Effective Date**"): .

1. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of the undersigned law enforcement agency;
2. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the head of the corporate authorities and the commanding officer of the undersigned law enforcement agency; and
3. The approval by the NIPAS Board of the undersigned law enforcement agency as a Participating Agency in NIPAS pursuant to Article III of the Amended NIPAS Bylaws.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.B of this Amended Mutual Aid Agreement and Plan, then, as of the New Participating Agency Effective Date: (i) this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in NIPAS; and (ii) any previous agreement or bylaws related to NIPAS to which the

undersigned law enforcement agency is a party shall be superseded by this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein.

## **Section 6 General Provisions**

- A. Non-Waiver of Immunities. No Participating Agency to this Amended Mutual Aid Agreement and Plan while performing under the terms of this Amended Mutual Aid Agreement and Plan shall be deemed to waive any governmental immunity or defense to which the Participating Agency would otherwise be entitled under statute or common law.
- B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Agency under this Amended Mutual Aid Agreement and Plan shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.
- C. Application of Law and Venue. This Amended Mutual Aid Agreement and Plan shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Amended Mutual Aid Agreement and Plan or the construction or interpretation of this Amended Mutual Aid Agreement and Plan shall be in a state court in the County of Cook, Illinois.

IN WITNESS WHEREOF, this Amended Mutual Aid Agreement has been duly executed by the following parties:

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Name of Law Enforcement Agency

(seal)

---

Head of Corporate Authorities

---

Commanding Officer of Law Enforcement Agency

ATTEST:

---

Clerk

---

Date

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 11, 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, Director of Finance Carrie Dittman and Assistant to the Village Administrator Garrett Hummel.

**3. APPROVAL OF MINUTES**

Minutes of the Regular Finance/Administration Committee held on Monday, May 14, 2018 were reviewed. Motion to approve by Trustee Mistele, second by Chairwoman Berglund. Motion carried.

**4. DISCUSSION – Credit Card Policy**

Director Dittman explained that due to prior difficulties with paying for travel and related expenses for employees and elected officials, the Village explored obtaining a Village credit card. The Village recently obtained its first credit card, which is in the name of the Village Administrator. It is a single card and use is currently restricted to the Village Administrator only. Staff drafted a policy to outline the use of the card and to enact safeguards to prevent misuse. The policy is written such that only Department Heads would be issued cards, which would occur sometime in the future and only if approved by the Village Administrator. General employees would not be issued cards. Director Dittman discussed the highlights of the policy and asked for the Committee's feedback.

The Committee offered the following revisions:

- Department heads should be specified by position title
- Purchases should be initiated by the Village Administrator only, i.e. the card should not be allowed to be "checked out"
- Elected officials are not considered Department Heads and would not have cards issued to them

Director Dittman advised that she would incorporate the revisions into the policy and bring back to the Committee for review before bringing forth to the full Village Board for discussion and approval.

**5. APPROVAL – Appropriation Ordinance**

Director Dittman related that the Village is under the Illinois Appropriation Act and each year must adopt an appropriation ordinance within the first quarter of the fiscal year. It does not replace the operating budget that serves as the day to day management tool. Generally, the operating budget line item amounts are doubled to form the appropriation ordinance. The ordinance is on tonight's Village Board meeting agenda for adoption. The committee had no questions on the ordinance.

**6. REPORT – Monthly Disbursement Reports – May 2018**

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

- Total cash outlay for all Village funds – \$1,040,070. Fiscal Year to Date is \$1,040,070. Includes handwritten checks for \$782.
- Payroll monthly total for active employees including all funds - \$301,687 (2 payrolls). The average payroll for the year was \$150,844, which is a 2.79% decrease 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.
- Average daily outlay of cash for all Village funds for the current month: \$33,551. Average monthly cash outlay for all Village funds fiscal year to date (FYTD): \$1,040,070. Daily average fiscal YTD: \$33,551.
- Average daily expenditures for the General Fund only: \$18,514. Fiscal YTD average is \$18,514 which is a 37.18% decrease from the prior year due to the non-continuance of large capital projects that occurred last year.

7. **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 May 2018 (unaudited):

- Sales tax receipts - \$276,118 up 4.4% from the prior year. Trending 13.6% over budget.
- Business District sales tax receipts - \$33,887. Year to date is \$33,887, even with the prior year and 3.3% over 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 - \$117,127 up 2.33% compared to the prior year, 7.6% over budget (see revised page distributed at the meeting). Director Dittman relayed that we budgeted for a continued 10% reduction in income taxes for this year's budget, although subsequently the state passed their budget with only a 5% reduction planned.
- Utility tax receipts - \$73,377 up 2.16% from the prior year, 0.7% over budget, consisting of:
  - Telecomm tax - down 10.23%
  - Northern IL gas – up 72.44%
  - ComEd - down 6.36%

Director Dittman relayed that this year's budget was reduced by \$50,000 to account for the continued decline in telecomm tax.

- Places of Eating Tax receipts - \$44,411 up 11.43% compared to the prior year, trending 18.3% over budget.
- Fines - \$10,716 down 33.65% compared with the prior year, 20.75% under budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$75,711 up 30.87% from the prior year receipts, trending 57.7% over budget. All three approaches are live.

- Building Permit receipts - \$52,965 down 28.76% from the prior year, 74.26% above budget (see revised page distributed at the meeting).
- Water sales receipts - \$238,010 down 3.97% from the prior year, 8.96% below budget.
- Hotel/Motel Tax receipts - \$15,851 down 21.68% compared with the prior year. The revenue is trending at 22.6% lower than budget. Three of the four hotels are open and active.
- Motor Fuel Tax receipts - \$19,550, up 4.56% from the prior year, 3.3% above budget.

**8. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

**9. COMMUNICATIONS**

There were no communications.

**10. ADJOURNMENT**

Motion to adjourn at 6:18 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, JUNE 11, 2018 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

Chairman Paul Oggerino called the meeting to order at 5:33 PM.

2. ROLL CALL

Those present at roll call were Chairman Paul Oggerino, and Village Administrator Tim Halik. Absent: Trustee Terrence Kelly.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the May 14, 2018 regular meeting of the Municipal Services Committee, Chairman Paul Oggerino made a motion to approve the minutes as presented. Motion Carried

4. DISCUSSION – Organic/Natural Turf Care Program for the 2018/19 Lawn Care Season – Pure Prairie Organics

Administrator Halik reminded the Committee that in 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 felt 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. At that meeting, he 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 at that time, 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 rights-of-way in the future. 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 several 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 for 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. On December 6, 2016, after the completion of the first transition season, the Parks & Recreation Commission again 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 for an additional season, and the results will continue to be monitored. Halik

advised that the vendor, Pure Prairie Organics, subsequently provided a proposal for the FY 2017/18 season for the amount of \$19,074, which represented no cost increase from previous season. The contract was awarded by the Village Board on May 8, 2017. Halik shared that this year's contract was submitted late in the season, but Pure Prairie Organics did submit a proposal for services in FY 2018/19 for the cost of \$19,074, which for the second year represents no price increase from the previous year. Chairman Oggerino suggested that given the contractor will likely not be able to start until July 1<sup>st</sup> at the earliest, the cost should be pro-rated to delete the costs of the specific services which were to be provided in May and June. Halik agreed and indicated that he would ask to vendor to resubmit a pro-rated contract for the Board's consideration.

5. **DISCUSSION – Small Wireless Facilities Deployment Act**

Administrator Halik advised the Committee that as the personal wireless industry continues to strive to satisfy consumer demands for improved reliability and faster speeds, there is now a need for wireless carriers to install additional small cell antenna systems in order to obtain the bandwidth required to achieve the advertised 5G service capability. These small cell antennas are designed to serve only a portion of the area served by the original marcocell sites, such as the ones on water towers and tall buildings. As a result, more antennas are needed. While communities understand the consumer need for faster service and reliability, these small cell antenna sites can be unsightly, can negatively affect the character of a neighborhood which can negatively affect property values, and in some cases, pose a threat to public safety. These small cell antennas, and associated operational equipment, can be mounted on existing utility poles or municipal owned streetlights and other facilities, and can range in height. The industry began meeting with state elected officials in early 2017 with the hopes of passing legislation which would pre-empt local authority to authorize the placement of the devices. At that time, local Mayors and various councils of government joined forced to oppose any legislation which would "give away" municipal authority of local rights-of-way and our ability to properly regulate these antenna devices. The Illinois Municipal League began meeting with industry representatives along with several state elected officials in an effort to strike a compromise, but in the end, municipal concerns largely fell on deaf ears and the legislation, SB-1451, was ultimately passed by the Illinois General Assembly. At that point we re-focused our opposition efforts and attempted to work with the Governor's Office to request his consideration of an amendatory veto. Although the Governor's Office initially seemed to indicate their willingness to address our concerns through an AV process, in the end the Governor signed the bill into law without changes on April 12, 2018. The new law, Public Act 100-0585 – "The Small Cell Wireless Facilities Deployment Act," went into effect on June 1, 2018 and severely limits municipal authority to regulate small wireless facilities. It provides a 60-day period, on or before August 1, 2018, for the Village to adopt application fees consistent with the Act. Halik advised that there were two documents included in the packet for further reference: A report dated May 31, 2018 from Attorney Matthew Holmes, Storino, Ramello & Durkin, consisting of six sheets in addition to a full copy of the Act, and a memorandum dated June 1, 2018 from Brad Cole, Executive Director of the Illinois Municipal League consisting of two sheets in addition to various reference documentation. Halik advised that Attorney Matthew Holmes from Storino, Ramello & Durkin is currently working on a draft ordinance for Willowbrook's adoption. This ordinance will need to be reviewed and adopted at either the June 25, July 9, or July 23 Village Board meeting.

6. REPORTS – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of May 2018. Halik advised that the Village received about \$53,000 in permit revenue for the month. Halik advised that for the first month in fiscal year 2018/19, the department has brought in a total of approximately 21% of the budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for April 2018. The reports indicate that the Village pumped 24,583,000 gallons of water in the month. The total amount of water pumped in the 2017/18 fiscal year ended up being about .76% below the amount of water pumped last fiscal year. In total, 341,182,000 gallons were pumped, as compared to the anticipated pumpage of 350,000,000 gallons.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

- a) Administrator Halik provided the committee an update on the progress of the Lane Court bridge steel re-coating project. Halik advised that the contractor had requested that the Village temporarily block the flow of the 63<sup>rd</sup> Street ditch to enable crews to work underneath the bridge to complete the blasting and re-coating. Halik advised that we obviously could not block the flow of the creek but did agree to install a series of corrugated metal culverts within the creek bed and cover them with stone so as to provide a flat surface that painting crews could work upon. This was acceptable to the vendor. The work was scheduled to be completed by the public works department.
- b) Halik shared a letter received from the Illinois Environmental Protection Agency advising that our latest audit inspection of the Village water system which occurred on March 27, 2018 had passed. Halik noted that there were several very minor items identified by the IEPA inspector during the inspection that were rectified within the 30-day correction period provided. Therefore, absent any interim problems, the next scheduled audit inspection of the water system should occur in 2022.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Oggerino. The meeting was adjourned at 6:06 PM.

(Minutes transcribed by: Tim Halik, 7/3/18)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, JUNE 5, 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 7:05 p.m.

2. ROLL CALL

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

ABSENT: None.

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

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES

a. Minutes – May 1, 2018 Regular Meeting – Parks & Recreation Commission

The Commission reviewed the May 1, 2018 minutes.

MOTION: A Motion was made by Commissioner Grimsby and seconded by Commissioner Stetina to approve the May 1, 2018 minutes as presented.

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

4. REPORT

Interim Superintendent Fenske advised that he conducted a maintenance inspection of all Village parks. At Prairie Trail Park, one piece of playground equipment needs to be repaired. The company that manufactures the equipment is out of Poland and only ships replacement parts once a year. Another option is to replace the piece with new equipment for approximately \$3,000. After discussion, it was suggested that a new, less expensive piece of equipment be researched to replace the current piece. Commissioner Kanaverskis recommended that the equipment be removed until it is either repaired or replaced so that no one gets hurt if the piece breaks. The Commissioners advised that they will also go look at the equipment at the park.

Interim Superintendent Fenske reminded the Commission that due to the 4<sup>th</sup> of July holiday, the July meeting will be held on July 10<sup>th</sup>.

Interim Superintendent Fenske stated that there has been an issue with nesting Red Winged Blackbirds attacking people at Willow Pond. Signs have been posted to alert passersby.

Chairman Cobb related that there will be memorial in Willow Pond for an abused dog that the Willowbrook Police had been involved with approximately two years ago. The puppy will be buried with a headstone to memorialize abused animals. The headstone will be placed near the time capsule in the park. Interim Superintendent Fenske advised that the Hinsdale Pet Cemetery donated the headstone, cremated the remains, and provided the burial.

5. MOTION TO APPROVE

a. Proposal to repair and/or replace fences at: Borse, Lake Hinsdale and Waterford Parks

Interim Superintendent Fenske related that the proposal is to replace the entire perimeter fence at Lake Hinsdale Park, replacement of vertical supports and a gate latch at Waterford Park, and the replacement of the backstop fences at Borse Community Park.

MOTION: A Motion was made by Commissioner Kanaverskis and seconded by Commissioner Lazarski to recommend to the Village Board to approve the repairs/replacement of the fences as presented.

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

6. DISCUSSION

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

Chairman Cobb reviewed the timeline with the commissioners for the event. Commissioner Stetina advised that he will be distributing flyers to all the homes in the area of the park that will provide information on the event and parking restrictions. Chairman Cobb related that after tonight's meeting, the commissioners will ride over to Willow Pond to review staging and duties for the event.

7. VISITORS' BUSINESS

None presented.

8. COMMUNICATIONS

None presented.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Landsman to adjourn the meeting at the hour of 7:54 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

July 10 , 2018

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON APRIL 18, 2018, AT 3:00 PM, AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 S QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

The meeting was called to order at the hour of 3:04 p.m. by President Davi.

2. ROLL CALL

Those present at roll call were President Umberto Davi, Trustee Scott Eisenbeis, Trustee Timothy Kobler, Trustee Joseph Pec, and Trustee Carrie Dittman. Also present: John Falduto and David Harrington of Sawyer & Falduto, Recording Secretaries Debbie Hahn and Nancy Turville.

3. VISITOR BUSINESS

None presented.

4. DISCUSSION/CONFERENCE CALL - UPDATE ON DUTY DISABILITY FOR SERGEANT CHRISTOPHER DRAKE

A conference call was initiated to Attorney Charles Atwell. Mr. Atwell updated the Board on the current status of the duty disability pension application received for Sergeant Christopher Drake who is being represented by counsel. Mr. Atwell has sent out subpoenas to twelve agencies including the Village of Willowbrook. He has received Trustee Dittman's email indicating a flash drive of the requested information for the subpoena has been sent via mail. Mr. Atwell is still waiting for information from Midland Orthopedics, PT Solutions, and LaGrange Hospital. The subpoenaed records have a due date of April 30, 2018. Once received, Mr. Atwell will review and redact any information that needs to be redacted. He will contact INSPE Associates for a list of recommended doctors. The Board will be sent the names of the doctors and approve them. Once we have three independent physicians, Mr. Atwell will send a letter to INSPE and request INSPE send all the documentation to the three physicians to examine and give an opinion and causation. No timeline has been set until all records are received and reviewed.

Trustee Pec asked if the Board is obligated to obtain three physicians or is it the petitioner's responsibility? Mr. Atwell advised that it is a Police Pension State Statute (Section 115) for the Board to obtain three physicians for independent examination. Mr. Atwell requested that Trustee Dittman provide any pre-employment physicals with the subpoenaed information.

Mr. Atwell believes once the physicians are selected, the examinations will probably be completed within 30 days from date requested. This will have to be done with the cooperation of the petitioner.

Medical reports usually are completed within a 30-day period. Once Mr. Atwell receives these documents, a hearing can be scheduled. Trustee Pec inquired if the injury is a "repairable" injury, i.e. can the petitioner be forced to get it repaired. Mr. Atwell said no if it is an invasive procedure. Anything that is a potential risk to the petitioner, the courts usually rule in the petitioner's favor. The Board could request the applicant to attend physical therapy but not mandate he get another surgery. Prior to the age of 50, every disabled petitioner must get a physical each year until the age of 50.

Once a hearing is scheduled, a meeting notice will be prepared and posted (as per the Open Meetings Act) and a stenographer will be present to take the minutes of the hearing. These minutes will then be transcribed for the record. During the meeting, Mr. Atwell will be appointed the Hearing Officer to develop the facts of the case and then both parties will rest. A motion to go into executive session will be made. Executive session minutes will be recorded but not transcribed. If a decision has been made, the Board will come out of executive session to deliver the decision in an open meeting. If no decision is made, the hearing can be continued for deliberations or if the Board needs any additional information.

Trustee Dittman asked Mr. Atwell for a timeline on when this case will be concluded by. President Davi also asked if the Board has a statutory time requirement? Mr. Atwell said no to President Davi. He is unsure what the timeline will be because it depends on several issues - causation, if it's a pre-existing condition, etc. He believes once the subpoenaed information comes in and all the redactions are made, it should go quickly unless there are issues the Board is not aware of, from this point probably six months to two years but he did not believe it would go that long. In order to be an on-duty disability claim it must be caused by an act of duty injury. Mr. Atwell advised the Board to keep in mind that under State Statute the injury does not have to be the sole cause of the accident but an aggravating cause.

Trustee Pec advised that the Board will be discussing next year's budget and asked if Mr. Atwell had an idea of what this will cost the Pension Board. Mr. Atwell stated it could cost approximately \$6,000 - 8,000 for IME fees. No additional attorney should be needed for a hearing officer, Mr. Atwell will act in that capacity since this case should not be adversarial. Mr. Atwell will send the Board a copy of the Statute explaining on-duty injuries. He would also like a copy of the Rules and Regulations of the Pension Board.

Trustee Kobler inquired what to do if our current Rules and Regulations are out-of-date. Mr. Atwell explained that the Board is bound by the Rules and Regulations as long as it is current and consistent with the Statute and follows the rules of due process.

The telephone call with Mr. Atwell concluded at 3:44 p.m.

The Board continued the discussion. Trustee Eisenbeis was confused on why we would have to redact information from the reports. Redacted information would be the officer's personal/private information.

Trustee Eisenbeis also inquired if the Board can get access to case law on this topic to prepare the Board with additional information. Trustee Dittman advised the Board that the IPPFA website archives mock sessions on disability hearings that can be viewed to help understand the process.

5. APPROVAL - MINUTES OF THE REGULAR MEETING - January 17, 2018

The Board reviewed the minutes from the January 17, 2018 meeting.

MOTION: Made by Trustee Kobler, seconded by Trustee Pec to approve the minutes of the regular meeting of the Willowbrook Police Pension Fund Board of Trustees held on January 17, 2018.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. APPROVAL - QUARTERLY EXPENSES INCURRED JANUARY THROUGH MARCH 2018

Trustee Dittman reviewed the quarterly expense report for the period January through March 2018. Expenses include Mesirow Financial Insurance: \$3,083.00, quarterly financial advisory fees: \$4,522.00, IPPFA conference fees for 2017: \$1,035.62. The retirement pension benefits for January, February, and March totaled \$310,628.38; widow's benefit was \$9,628.11; and disability benefits totaled \$17,406.21, as detailed out by pensioner in the attached schedule.

After Trustee Dittman reviewed the expenses, the following motion was made:

MOTION: Made by Trustee Kobler, seconded by Trustee Pec, to approve the quarterly expense report for January through March 2018.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

7. REPORT - POLICE PENSION BALANCES THROUGH MARCH 31, 2018

Trustee Dittman advised total assets as of March 31, 2017 were \$20,130,884.33 vs March 31, 2018 of \$21,808,504.63.

Revenues year to date as of 03/31/17 were \$2,096,927.95 vs. \$2,583,341.53 as of 3/31/18.

Total expenditures as of 3/31/17 were \$987,251.38 vs. 03/31/18 were \$1,171,335.73 and the budgeted expenditure amount for FY 17/18 is \$1,136,105.00.

The Board accepted the report as presented by Trustee Dittman.

8. APPROVAL - REFUND OF CONTRIBUTIONS TO OFFICER JOEL RUDNICK

Trustee Dittman advised that former Willowbrook police officer Joel Rudnick separated from employment with the Village on August 20, 2014. On March 8, 2018, we received a request from Officer Rudnick for a 100% refund of his accumulated pension contributions, followed by rollover request paperwork from his current retirement plan on April 2, 2018. Officer Rudnick has contributed \$5,081.01 into the pension fund. His contributions do not earn any interest.

After the pension board approves the refund of Officer Rudnick's accumulated contributions, the Village will send the accumulated contributions to his retirement plan.

The Board reviewed the information and made the following motion:

MOTION: Motion to transfer Officer Rudnick's Willowbrook pension contributions of \$5,081.00 to his current pension plan, was made by Trustee Kobler, seconded by Trustee Pec.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

9. APPROVAL - PROPOSED BUDGET FY 2018-19

Trustee Dittman reviewed the Proposed Budget for FY 2018/19 for the Police Pension Fund. The contribution amount from the Village is \$871,084 based on the actuary's recommendation and the police officer contributions are \$198,690 for a total contribution for the year of \$1,069,774. Estimated interest income is \$500,000 which brings the total revenues to \$1,569,774. Expenses for FY 2018/19 will be pension benefits at \$1,364,180, contractual services at \$42,740, and supplies and materials at \$8,790 for total expenses of \$1,415,710.

After some discussion, the Board requested that Trustee Dittman add additional funds to the following line items to cover the anticipated costs of Sgt. Drake's disability application: \$7,500 for medical examinations, \$2,500 in additional legal fees, and \$500 for a stenographer for the disability hearing.

After a brief discussion, the Board made the following motion:

MOTION: Made by Trustee Pec, seconded by Trustee Eisenbeis to approve the proposed budget for FY 2018/19 as presented, with the above addendum.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

10. APPROVAL - REIMBURSEMENT TO VILLAGE GENERAL FUND \$100,000

Trustee Dittman noted that the Police Pension Fund is paying out more in monthly benefit payments than is coming in from officer and Village contributions; the Village fronts this money as the Village pays the monthly benefit payments for the police pension beneficiaries through payroll and is then reimbursed from the pension fund. As of April 12, 2018, the Police Pension Fund owes the Village \$26,227.

The monthly recurring deficit is about \$23,334 beginning May 2018. The deficit will grow to about \$100,000 by June 30, 2018. Thus, as detailed in the attached schedule, a reimbursement of funds from the police pension account at Charles Schwab to the Village's General Fund in the amount of \$100,000 is necessary to cover the current and estimated shortfalls over the next 3 months.

MOTION: Made by Trustee Kobler, seconded by Trustee Pec to approve Sawyer & Falduto to transfer \$100,000 to cover the shortfall to the Village.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

11. REPORT - CHARLES SCHWAB FORM 5500 SCHEDULE C

Trustee Dittman advised this disclosure is for informational purposes only from Charles Schwab. Charles Schwab must disclose the brokerage fee amount they collect. John Falduto noted that this form is required to be filed every year for corporate retirement funds, as part of the disclosure process, however the Willowbrook Police Pension Fund is not required to file as we are not a for-profit entity.

12. REPORT - SAWYER FALDUTO FORM ADV PART 2A AND PART 2A-APPENDIX WRAP FEE PROGRAM BROCHURE

John Falduto advised that this form is an annual requirement Sawyer Falduto has in place to maintain safeguards that comply with federal standards to protect their client's nonpublic personal information.

Trustee Dittman advised that she reviewed the fee disclosure and highlighted the language that has changed for ease of the Board's review. The investment advisor agreement the Board approved last year differed from Sawyer Falduto's wrap fee brochure that was in place at that time.

### 13. APPROVAL - INVESTMENT POLICY

Trustee Dittman stated there are two attachments under this item: 13a is the proposed Investment Policy that Sawyer Falduto drafted and 13b is our current policy that was drafted by MB Financial. There are a lot of changes and she asked Sawyer Falduto to explain in summary the changes for the Board.

Trustee Dittman highlighted the differences in the two policies. In the new policy, under Investment Instruments, #8 was added - Direct obligations of the State of Israel. Mr. Falduto explained that this was from the State Statute and that the Willowbrook Pension Fund does not have any. The Board agreed that since it is in the State Statute, they will keep this verbiage in the policy.

Also in the new policy, on page 3, at the bottom it states "...the Pension Fund's total investment...shall not exceed 50% effective July 1, 2011 and 55% effective July 1, 2012". Trustee Dittman noted that our current policy has 60% and 65%, respectively, for those items. Mr. Falduto explained that this language was from the State Statute and is subject to interpretation. The Board agreed to keep the target at 60% and 65% maximum. The following paragraph will also be changed to reflect 65%.

Pages 4-5 talk about benchmarks and ranges in allocations. It appears different than before and Trustee Dittman believes this is due to using benchmarks and the allocations in accordance with Sawyer Falduto's methodology. This is correct.

Trustee Dittman advised that under Definitions - Sawyer Falduto does not have Commercial paper or Illinois funds defined. Mr. Falduto advised we could—add these definitions although the Board does not currently have any of those types of investments.

Under the current investment policy -, there are several items that are highlighted that are missing from the new investment policy and the Long Term Expected Rates of Return table as required by GASB 67 was omitted completely. John Falduto advised that the new policy is a standard template they use for their clients. Trustee Dittman was not comfortable adopting the new policy with the omissions. The board discussed having the Police Pension Fund's auditor review the new policy first and give their recommendations.

After a brief discussion, the Board tabled this discussion until the next meeting for further review.

- **NOTE - BOARD REQUESTED TO MOVE TO ITEM #15 ON AGENDA**

15. INFORMATION - ELECTION OF ACTIVE AND RETIREE MEMBERS OF THE POLICE PENSION FUND BOARD OF DIRECTORS

Recording Secretary Hahn advised that ballots for two active member positions and one retiree position were sent to members at the end of March and were requested to return the ballots by April 10, 2018. Of the 21 active members, 18 ballots were returned. The results were 16 votes for Officer Eisenbeis, 12 votes for Sgt. Kobler, 5 votes for Officer Volek and 2 votes for Officer Huntley. Officer Eisenbeis and Sgt. Kobler will retain their positions.

There were 18 active retirees, 9 ballots were returned for the one beneficiary member to serve on the board. It was unanimous that Joseph Pec be the beneficiary member.

Officer positions will be appointed at the July meeting.

16. INFORMATION - NOTICE OF MAYORAL APPOINTMENT - CAROLINE DITTMAN

President Davi advised that at the March 26, 2018 Village Board meeting, Mayor Trilla re-appointed Caroline Dittman to fill the position on the Police Pension Board.

17. NEW BUSINESS

A. Pension Actuary

Trustee Dittman advised that she received an email from Arthur Tepfer, the Police Pension Fund's Actuary, regarding his fees for fiscal year 2018/19. Mr. Tepfer's fees will remain at \$4,400 with no increase. There was no discussion so the Board will use Mr. Tepfer as the Police Pension Actuary for the next valuation.

B. Officer Mestre Resignation

Trustee Dittman advised that Officer Mestre resigned as a probationary police officer with the Village of Willowbrook.

- **Trustee Dittman left the meeting at 4:30 p.m.**

18. OLD BUSINESS

A. Police Pension File Audit

Recording Secretary Hahn advised that during the past month, Trustee Eisenbeis and herself conducted an audit of the police pension files. There were three items missing from the files of members. Those members were contacted via email notifying them of the missing items. A copy of the email was placed in their file as well. Recording Secretaries Hahn and Turville will make sure the missing documents are turned in and placed in the file by the end of June.

B. Annual Affidavit for Pensioners

Recording Secretary Hahn advised that the annual affidavit for pensioners went out to all current retirees and beneficiaries. All forms were returned as directed.

14. APPROVAL - INVESTMENTS MADE JANUARY THRU MARCH 2018 QUARTERLY INVESTMENT REPORT - SAWYER & FALDUTO

Mr. Falduto reviewed the Investment Guidelines under tab 1.

Tab 2 - Cash Flow and Performance Review: Investment returns for the 1<sup>st</sup> quarter of 2018 was -\$122,884 over the 3-month period. There were no comparisons for performance and long-term performance for Sawyer & Falduto to review compared to the last year.

Tab 3 - Tax Reform - Mr. Harrington explained the volatility in the equity markets.

Economic growth in the US continues to be solid with the Gross Domestic Product increasing 3%.

Federal reserve raised its benchmark interest rate by 0.25% bringing the target range 1.5% to 1.75%. The future increases will likely be warranted through reinforcing prior guidance that the pace will continue to be gradual.

Tab 4 - Portfolio Statement - Mr. Falduto advised the portfolio allocations are on target with Equities at 60.1%, Fixed Income at 39.2%, and Cash Equivalent at 0.7%.

Tab 6 - Fixed Income Portfolio - Mr. Falduto went over the investment allocation of fixed income securities. The benchmark for current yield is 2.19%, and the actual yield was 3.69%.

MOTION: Made by Trustee Kobler, seconded by Trustee Pec to approve Sawyer & Falduto's Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

19. COMMUNICATIONS

None presented.

20. ADJOURNMENT

MOTION: Made by Trustee Pec, seconded by Trustee Kobler to adjourn the Board of Trustees meeting of the Police Pension Fund at the hour of 4:51 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

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Date

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President

Minutes transcribed by Debbie Hahn.

## AGENDA

MINUTES OF THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON JUNE 11<sup>TH</sup>, 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 5:32pm.*

### ROLL CALL

*In attendance, Chairperson Gayle Neal, Chief Robert Schaller and Deputy Chief Lauren Kaspar. Trustee Umberto Davi arrived at 5:36 p.m.*

1. REVIEW MAY 14<sup>TH</sup>, 2018 PUBLIC SAFETY COMMITTEE MEETING MINUTES.  
*The Committee approved the May 14<sup>th</sup>, 2018 meeting minutes.*
2. REVIEW PROPOSAL FROM CHICAGO COMMUNICATIONS FOR PURCHASE AND INSTALLATION OF (1) NEW MOTOROLA APX 6500 BASE STATION RADIO.  
*The Committee approved the proposal from Chicago Communications for the purchase and installation of (1) new Motorola APX 6500 Base Station Radio.*
3. REVIEW PROPOSAL FROM CHICAGO COMMUNICATIONS FOR THE RE-INSTALLATION OF THE DUPAGE COUNTY EMERGENCY RADIO NETWORK (DCERN) BASE RADIO.  
*The Committee approved the proposal from Chicago Communications for the re-installation of the DuPage County Emergency Radio Network (DCERN) base radio.*
4. REVIEW WEEKLY PRESS RELEASES – INFORMATION.  
*No comment from the Committee.*
5. REVIEW OVERTIME REPORT FOR 05/01/2018 – 05/28/2018 - INFORMATION.  
*No comment from the Committee.*
6. REVIEW MONTHLY EXPENDITURE REPORT FOR MAY 2018 – INFORMATION.  
*No comment from the Committee.*
7. REVIEW MONTHLY OFFENSE SUMMARY REPORT FOR MAY 2018 - INFORMATION.  
*The Committee reviewed the Offense Summary Report and discussed the criminal sexual assault and animal complaint incidents.*

8. REVIEW LETTER(S) OF RECOGNITION AND APPRECIATION – INFORMATION.  
*The Committee reviewed the Letter(s) of Recognition and Appreciation.*
  - Sergeant Michelle Strugala
  - Officer Jose Chavez-Jimenez
  - Officer Othello Rosal
  - Officer Christine Robles
  - Officer Nick Volek
9. \* 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.*
10. ADJOURNMENT.  
*The meeting was adjourned at 6:02 p.m.*

NEXT MEETING SCHEDULED JULY 9<sup>TH</sup>, 2018 AT 5:30 P.M.