

## 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, DECEMBER 20, 2021, AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

**DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.**

**THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:**

**Dial-in Phone Number: 312-626-6799**

**Meeting ID: 814 7351 2192**

**Written Public Comments Can Be Submitted By 6:15 P.M. on December 20, 2021, to [shalloran@willowbrook.il.us](mailto:shalloran@willowbrook.il.us)**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. WILLOWBROOK REDEVELOPMENT CORRIDOR TIF PUBLIC HEARING - THIS IS THE PUBLIC HEARING FOR THE WILLOWBROOK REDEVELOPMENT CORRIDOR TIF. VILLAGE STAFF INTENDS TO CONTINUE THE PUBLIC HEARING TO OBTAIN ADDITIONAL PUBLIC INPUT AND FEEDBACK. MEETING INFORMATION WILL BE PUBLICIZED WHEN AVAILABLE.
6. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. [Minutes - Regular Board Meeting - November 22, 2021](#) (APPROVE)
  - c. [Warrants - \\$953,359.88](#)
  - d. [RESOLUTION NO. \\_\\_\\_\\_\\_ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, ILLINOIS AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TRAFFIC SIGNALS LOCATED ON STATE HIGHWAYS WITHIN THE VILLAGE OF WILLOWBROOK](#) (ADOPT)

- e. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SETTING THE 2022 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES AND THE SCHEDULE OF REGULAR MEETINGS OF COMMISSIONS AND COMMITTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
- f. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER (ADOPT)
- g. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED "CREATION AND COMPOSITION OF DEPARTMENT", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS (PASS)
- h. MONTHLY FINANCIAL REPORT - NOVEMBER 2021
- i. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING A LEGAL SERVICES ENGAGEMENT AGREEMENT WITH KLEIN, THORPE & JENKINS, LTD. AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT ON BEHALF OF THE VILLAGE OF WILLOWBROOK TO PROVIDE LEGAL SERVICES TO THE VILLAGE REGARDING CERTAIN LAND USE AND ECONOMIC DEVELOPMENT MATTERS (ADOPT)

#### NEW BUSINESS

- 7. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCES NOS. 06-O-27 AND 07-O-10 AND AMENDED IN ORDINANCE NOS. 07-O-22, 09-O-29, 11-O-12, 12-O-26, AND 20-O-57 APPROVING A MINOR CHANGE TO INSTALL TWO CANOPIES AT THE CHICK-FIL-A DRIVE-THROUGH ROUTE 83 AND PLAINFIELD ROAD - WILLOWBROOK TOWN CENTER (PASS)

8. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) 2021 CHEVROLET TAHOE POLICE PATROL VEHICLES WITH UPFITTING AND STRIPING AT A COST NOT TO EXCEED \$58,046.11 PER VEHICLE (ADOPT)
9. RESOLUTIONS RELATED TO THE COMMUNITY DEVELOPMENT DEPARTMENT:
  - a. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN SAFEUILT ILLINOIS, LLC AND THE VILLAGE OF WILLOWBROOK TO PROVIDE PROFESSIONAL INSPECTION, PLAN REVIEW AND RELATED SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)
  - b. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOVOTNY ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)
10. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING TITLE 9, ENTITLED "ZONING REGULATIONS", OF THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (Defining and Regulating Adult-Use Cannabis) (PASS)
11. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK DISTRICT TO PROVIDE RECREATIONAL PROGRAMS AND RECREATIONAL SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)
12. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT SEPARATION AND RELEASE AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND CAROLINE A. DITTMAN (ADOPT)

PRIOR BUSINESS

13. TRUSTEE REPORTS
14. ATTORNEY'S REPORT
15. CLERK'S REPORT
16. ADMINISTRATOR'S REPORT
17. MAYOR'S REPORT
18. EXECUTIVE SESSION
19. ADJOURNMENT

MINUTES OF THE RESCHEDULED MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 29, 2021, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Village Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Greg Ruffolo, Paul Oggerino, Attorney Thomas Bastian, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan, Director of Municipal Services Foreman AJ Passero and Planning Consultant Karen Stonehouse.

Absent: None.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Ronald Kanaverskis to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

5. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Special Board Meeting - November 8, 2021 (APPROVE)
- c. Minutes - Regular Meeting - November 8, 2021 (APPROVE)
- d. Warrants - \$387,852.78
- e. RESOLUTION NO. 21-R-75- A Resolution Approving And Authorizing The Purchase Of Two (2) 2021 Chevrolet

Tahoe Police Patrol Vehicles With Upfitting And Striping At A Cost Not To Exceed \$57,718.11 Per Vehicle (ADOPT)

- f. RESOLUTION NO. 21-R-76 - A Resolution Approving And Authorizing The Village Mayor To Execute An Agreement With Axon Enterprise, Inc. For The Purchase Of the "Axon Auto-tagging" System To Be Used In Conjunction With Body Worn Cameras For The Police Department At An Annual Cost Not To Exceed \$2,808.00 Per Year For Five (5) Years (ADOPT)
- g. MOTION - Board Advice and Consent to Mayor's Appointments to Fill Vacancies in the Plan Commission (PASS)

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

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

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

MOTION DECLARED CARRIED

Village Clerk Hahn had the pleasure of swearing in Ronald Kanaverskis as a new member of the Plan Commissioner.

Ronald Kanaverskis thanked the Board for inviting him to serve as Commissioner.

#### NEW BUSINESS

- 6. ORDINANCE NO. 21-O-50 - An Ordinance Providing For The Levy Of Taxes For The Fiscal Year Commencing On May 1, 2021 And Ending April 30, 2022, Of The Village Of Willowbrook, DuPage County, Illinois (PASS)

Assistant Administrator Halloran shared that this is procedural motion that was approved at the October 11, 2021 Finance and Administration Committee meeting, staff presented the proposed \$77,441 tax levy for the Special Recreation levy, which funds certain ADA accessible park programs and projects. Staff is asking

for Board approval for a tax levy for \$77,441 which is 3.54% increase from last year.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to pass Ordinance No. 21-O-50 as presented.

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

MOTION DECLARED CARRIED

7. ORDINANCE NO. 21-O-51 - An Ordinance Amending Title 4 Entitled "Municipal Services" Of The Village Code Of Ordinances By Adding Thereto Chapter 2 Entitled "Community Development Department" (PASS)

Administrator Pabst stated, the Village currently has two departments that manage the building permit process and planning functions: (1) Building and Zoning Department and the (2) Planning and Economic Development Department. To streamline the customer experience, staff is recommending consolidating the Departments into one Department, the Community Development Department. Staff analyzed neighboring towns and found that out of the 33 communities it surveyed, 29 had a Community Development department responsible for planning, building permit, and code enforcement functions. By combining two departments, the Village will increase communication and build efficient processes for residents and businesses.

With the creation of this new Department, staff is requesting a new position to the Village, the Community Development Director. This position will oversee planning, economic development, building permit process, and code enforcement operations. The new Community Development Director will manage third-party contractors, represent the Village at the Plan Commission, stay abreast of best practices, innovations, current trends, and new legislation involving how municipal community development-related services are provided. Lastly, the Village's expectation of this employee is to be entrepreneurial, customer-focused, and results-driven. Based on a market analysis of neighboring towns, the pay range for this position will be \$110,000 to \$130,000.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to pass Ordinance No. 21-O-51 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE NO. 21-O-52 - An Ordinance Creating The Full-time Employment Position "Recreational Services Coordinator" For The Village Of Willowbrook (PASS)

Assistant Administrator Halloran stated that this ordinance will increase services for Parks and Recreation. In 2015 there was an agreement made with the Burr Ridge Park District which has cost the Village \$30,000 per year. With this position that contract with expire, then we will come to the board for approval. The Recreational Services Coordinator will be responsible for the following: all club programs, special events, and senior events.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to pass Ordinance No. 21-O-52 as presented.

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

MOTION DECLARED CARRIED

9. ORDINANCE NO. 21-O-53 - An Ordinance Approving A Minor Amendment To Allow For The Installation Of A Drive-In Door And Loading Dock In The Village Of Willowbrook, DuPage County, Illinois (PASS)

Consultant Stonehouse thanked the Mayor. I'm pleased to be making my first presentation to the Village Board since I started as consulting planner here a couple months ago.

The subject property is part of Willowbrook Centre, a Planned Unit Development originally approved by the Village in 1988. The underlying zoning of the property is M-1 Light Manufacturing.

The PUD amendment is requested by the property owner, a trust, represented here by John Stoetzel of Illinois Industrial Properties. The amendment is requested to allow construction of a new drive-in door and loading dock at 7700 Griffin Way. The loading improvements will facilitate the use of the space by a prospective tenant, Lincoln Electric.

- The building is configured for two tenants, and it does have a drive-in door and loading dock at the opposite corner of



the building, but that loading area is accessible only by the building's other tenant, Datamation.

- Per Section 9-13-4(C)6(b) of the Zoning Ordinance, major changes are distinguished from minor changes, and specifies that minor changes may be approved by the Village Board by ordinance without a public hearing or consideration by the Plan Commission. The installation of the loading improvements is classified as a minor change because it is not one of the seven listed major changes.
- The proposed drive-in door and loading dock are following the Zoning Ordinance. The number of parking spaces will be reduced by 5, but the available parking after construction will be 95 spaces, still well above the 78 spaces the Zoning Ordinance would require for this building.
- The proposed changes have been reviewed by Tri-State Fire Protection District and by our Village engineers, and we recommend that this Minor PUD Amendment be approved.

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino to go into closed session.

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

MOTION DECLARED CARRIED

Attorney Bastian recommended the Board postpone item 10 until after the closed session.

The Mayor called for a motion to recess to closed session for 5 ILCS 120/2(c)(1) of the Illinois open meetings act-to consider the appointment, employment, compensation, discipline, performance, or dismissal of a specific employee.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to recess into Closed Session at 6:45 p.m.

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

MOTION DECLARED CARRIED

Recessed into Closed Session.

At 7:54 p.m., upon return from Closed Session, a roll call vote was taken.

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

MOTION DECLARED CARRIED

Upon return to Open Session, an additional roll call vote was then taken.

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

MOTION DECLARED CARRIED

Attorney Bastian declared the Board would now return to item 10 on the agenda.

10. Motion to consider and Village Board action regarding the employment of a specific employee of the public body.

Mayor Trilla entertained a motion to terminate the employment contract dated May 10, 2021, for the position of Finance Director of the Village and to terminate the employment of the Finance Director effective November 30, 2021.

MOTION: Made by Trustee Oggerino and seconded by Trustee Neal to terminate an employment contract with the Village Financial Director on November 30, 2021.

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

MOTION DECLARED CARRIED

Attorney Bastian stated the employment of Carrie Dittman is terminated effective tomorrow, November 30, 2021.

PRIOR BUSINESS

11. TRUSTEE REPORTS

Trustee Neal deferred to Chief Schaller regarding the recent CALEA (Commission on Accreditation for Law Enforcement Agencies) certification.

Chief Schaller outlined the accreditation process to date. On November 9, 2021, a full commission review of Willowbrook was held virtually. At that meeting, twenty-one governing bodies reviewed our information and Willowbrook was awarded its 10<sup>th</sup> accreditation since the initial accreditation in 1991. The accreditation is for four years, at which time the process will be repeated.

Mayor Trilla offered his congratulations. Trustee Neale state that this was a reflection on our officers' commitment and the work of Deputy Chief Kaspar and Nancy Turville, the CELEA accreditation person. Trustee Neal indicated we should be proud of what the department and our staff does.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi reported that Willowbrook has, as of this afternoon, two less residents. He indicated his son and his girlfriend had gone over to the dark side and purchased a home in Hinsdale. General laughter followed. Trustee Davi continued by saying he was sure it was going to affect the Village's revenue, to which the Mayor indicated that they would still be most welcome to shop in the Village. This was followed by additional laughter.

Trustee Oggerino had no report.

12. ATTORNEY'S REPORT

Attorney Bastian had no report.

13. CLERK'S REPORT

Clerk Hahn had no report.

14. ADMINISTRATOR'S REPORT

Administrator Pabst reported that we have posted the 2022/2023 budget calendar which provides a general outline of what we are

doing, but that it may change. He indicated there are three budget meetings shown on the calendar, January 13, 2022, February 7, 2022 and a final, tentative meeting on March 16, 2022.

Administrator Pabst explained that the budget process would be slightly different this year and that we would be using a "zero-based budgeting" process, meaning that each department would not automatically get what was awarded last year. Every line item in the budget must be justified.

Assistant Administrator Halloran added that we are adding more description to improve the document and starting the process earlier. The Board would also be asked for its input ahead of time rather than after.

Administrator Pabst indicated he would also like to bring up the zoning code review and asked Assistant Administrator Halloran to cover the topic.

Assistant Administrator Halloran indicated that after the meeting this past summer, the steering committee composed of he, Trustee Neal and Building Inspector Roy Giuntoli, have worked to get the outline into the structure of the new zoning code. Before the code is written, there'll be another meeting to provide direction. The Board will have the opportunity to provide feedback at a meeting to be conducted later this month or in January 2022.

Mayor Trilla complimented Administrator Pabst and Assistant Administrator Halloran on the work they're doing assisting new contributors to the budget planning process and on the time and energy they're investing in the Village staff.

#### 15. MAYOR'S REPORT

The Mayor shared a welcome, positive update on his personal health. The Mayor was also appreciative of the prayers and kind words on his behalf.

#### 16. EXECUTIVE SESSION

The Mayor indicated the Closed Session had been completed and requested a motion to adjourn.

#### 17. ADJOURNMENT

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Village Board Minutes  
November 29, 2021

MOTION: Made by Trustee Neal and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 8:04 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2021.

\_\_\_\_\_  
Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

## W A R R A N T S

DECEMBER 20, 2021

GENERAL CORPORATE FUND	-----	\$467,687.90
WATER FUND	-----	\$79,867.22
MOTOR FUEL TAX FUND	-----	123,084.00
DEBT SERVICE FUND	-----	\$274,914.00
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND	-----	\$4,540.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$3,266.76
TOTAL WARRANTS	-----	\$953,359.88

Nathan Gaskill, Interim Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
12/08/2021	APCH	97928	CURRIE MOTORS	NEW VEHICLES	680-625	30	80,032.68
12/08/2021	APCH	97929	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	30.00
12/16/2021	APCH	227(E) #	FIRST NATIONAL BANK OMAHA	COMMISSARY PROVISION	455-355	10	81.93
				EDP LICENSES	460-263	10	12.00
				EDP LICENSES	460-263	10	105.20
				EDP LICENSES	515-263	15	4.00
				FEES/DUES/SUBSCRIPTIONS	610-307	25	350.00
				EDP LICENSES	615-263	25	12.00
				FINANCIAL SERVICES	620-252	25	39.00
				FINANCIAL SERVICES	620-252	25	18.41
				EDP LICENSES	640-263	30	16.00
				EDP LICENSES	715-263	35	12.00
				EDP LICENSES	815-263	40	4.00
				CHECK APCHK 227(E) TOTAL FOR FUND 01:			654.54
12/16/2021	APCH	228(E) #	FIRST NATIONAL BANK OMAHA	FINANCIAL SERVICES	620-252	25	35.00
				FINANCIAL SERVICES	620-252	25	26.13
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	350.00
				EMPLOYEE RECOGNITION	630-309	30	93.60
				CHECK APCHK 228(E) TOTAL FOR FUND 01:			504.73
12/16/2021	APCH	229(E) *#	INTERGOVERMENTAL PERSONNEL	EMP DED PAY- INSURANCE	210-204	00	15,490.63
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	76.80
				LIFE INSURANCE - COMMISSIONERS	435-148	07	17.40
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	194.08
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	3,079.10
				HEALTH/DENTAL/LIFE INSURANCE	510-141	15	600.67
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	75.60
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	2,988.47
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	30,224.52
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,383.18
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	1,831.05
				CHECK APCHK 229(E) TOTAL FOR FUND 01:			57,961.50
12/16/2021	APCH	231(E) *#	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	2.00
				FUEL/MILEAGE/WASH	455-303	10	(57.75)
				FUEL/MILEAGE/WASH	630-303	30	5,794.35
				FUEL/MILEAGE/WASH	710-303	35	894.65
				FUEL/MILEAGE/WASH	810-303	40	121.53

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				CHECK APCHK 231(E) TOTAL FOR FUND 01:			6,754.78
12/16/2021	APCH	97930	A&W TRAILER LLC	MAINTENANCE - VEHICLES	630-409	30	40.98
12/16/2021	APCH	97931	ACCEL ENTERTAINMENT GAMING LLC	RED LIGHT FINES	310-503	00	100.00
12/16/2021	APCH	97932*#	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10	450.62
				PHONE - TELEPHONES	455-201	10	49.30
				PHONE - TELEPHONES	455-201	10	49.30
				PHONE - TELEPHONES	455-201	10	61.84
				INTERNET/WEBSITE HOSTING	460-225	10	400.00
				PHONE - TELEPHONES	455-201	20	92.10
				PHONE - TELEPHONES	455-201	20	92.10
				PHONE - TELEPHONES	630-201	30	374.96
				INTERNET/WEBSITE HOSTING	640-225	30	400.00
				TELEPHONES	710-201	35	92.10
				CHECK APCHK 97932 TOTAL FOR FUND 01:			2,062.32
12/16/2021	APCH	97933	ACCONTEMPS	CONSULTING FEES - CLERICAL	471-253	10	825.00
				CONSULTING FEES - CLERICAL	471-253	10	555.00
				CONSULTING FEES - CLERICAL	471-253	10	840.00
				CHECK APCHK 97933 TOTAL FOR FUND 01:			2,220.00
12/16/2021	APCH	97934	ADMINISTRATIVE CONSULTING SPECIA	CONSULTING - IT/GRANT	640-306	30	2,375.00
12/16/2021	APCH	97935	ADOBE SYSTEMS INC	EDP EQUIPMENT/SOFTWARE	555-212	20	213.44
12/16/2021	APCH	97937	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - MISC FEE	630-249	30	2,100.00
				CHECK APCHK 97937 TOTAL FOR FUND 01:			24,575.00
12/16/2021	APCH	97938	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	67.98
12/16/2021	APCH	97940	AT & T MOBILITY II LLC	PHONE - TELEPHONES	630-201	30	825.80
12/16/2021	APCH	97941	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	57.03
				MAINTENANCE - VEHICLES	630-409	30	57.03
				MAINTENANCE - VEHICLES	630-409	30	33.00
				MAINTENANCE - VEHICLES	630-409	30	32.95
				MAINTENANCE - VEHICLES	630-409	30	33.00
				MAINTENANCE - VEHICLES	630-409	30	29.95
				MAINTENANCE - VEHICLES	630-409	30	125.00
				MAINTENANCE - VEHICLES	630-409	30	842.89



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				MAINTENANCE - VEHICLES	630-409	30	56.95
				MAINTENANCE - VEHICLES	630-409	30	41.58
				MAINTENANCE - VEHICLES	630-409	30	29.95
				MAINTENANCE - VEHICLES	630-409	30	958.23
				MAINTENANCE - VEHICLES	630-409	30	125.92
				MAINTENANCE - VEHICLES	630-409	30	185.00
				MAINTENANCE - VEHICLES	630-409	30	39.45
				MAINTENANCE - VEHICLES	630-409	30	57.03
				CHECK APCHK 97941 TOTAL FOR FUND 01:			2,704.96
12/16/2021	APCH	97943	BLACK GOLD SEPTIC	MAINTENANCE - GARAGE	725-413	35	425.00
12/16/2021	APCH	97944	BLAKE HUNTLEY	UNIFORMS	630-345	30	11.36
12/16/2021	APCH	97945#	BLUE LINE LEARNING GROUP LLC	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	210.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	870.00
				SCHOOLS/CONFERENCES/TRAVEL	710-304	35	120.00
				CHECK APCHK 97945 TOTAL FOR FUND 01:			1,200.00
12/16/2021	APCH	97946	CAR REFLECTIONS	NEW VEHICLES	680-625	30	3,590.00
12/16/2021	APCH	97947	CARRIE NAVINS	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	22.81
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	54.97
				CHILDREN'S HOLIDAY PARTY	585-155	20	3,046.58
				CHECK APCHK 97947 TOTAL FOR FUND 01:			3,124.36
12/16/2021	APCH	97948	CARROLL CONSTRUCTION SUPPLY	STREET & ROW MAINTENANCE OTHER	755-328	35	556.72
12/16/2021	APCH	97949	CHOICE OFFICE EQUIP & SUPPLIES IN	COPY SERVICE	455-315	10	389.18
12/16/2021	APCH	97950	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	23.41
				FUEL/MILEAGE/WASH	455-303	10	16.13
				CHECK APCHK 97950 TOTAL FOR FUND 01:			39.54
12/16/2021	APCH	97951#	CHRISTOPHER B. BURKE	PLAN REVIEW - ENGINEER	520-254	15	967.50
				FEES - ENGINEERING	720-245	35	1,248.00
				FEES - ENGINEERING	720-245	35	220.00
				FEES - ENGINEERING	720-245	35	1,340.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	275.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	440.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	55.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	528.00

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				PLAN REVIEW - CIVIL ENGINEER	820-254	40	330.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	220.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	110.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	220.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	220.00
				CHECK APCHK 97951 TOTAL FOR FUND 01:			6,173.50
12/16/2021	APCH	97952	CINTAS CORPORATION NO 2	MAINTENANCE - GARAGE	725-413	35	42.33
				MAINTENANCE - GARAGE	725-413	35	103.34
				CHECK APCHK 97952 TOTAL FOR FUND 01:			145.67
12/16/2021	APCH	97953*#	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	1,120.32
				MAINTENANCE - BUILDING	630-228	30	191.52
				MAINTENANCE - BUILDING	630-228	30	1,891.18
				MAINTENANCE - GARAGE	725-413	35	138.48
				CHECK APCHK 97953 TOTAL FOR FUND 01:			3,341.50
12/16/2021	APCH	97954*#	COMED	RED LIGHT - COM ED	630-248	30	41.75
				RED LIGHT - COM ED	630-248	30	41.99
				RED LIGHT - COM ED	630-248	30	33.09
				ENERGY - STREET LIGHTS	745-207	35	524.57
				ENERGY - STREET LIGHTS	745-207	35	489.10
				ENERGY - STREET LIGHTS	745-207	35	52.11
				ENERGY - STREET LIGHTS	745-207	35	50.46
				CHECK APCHK 97954 TOTAL FOR FUND 01:			1,233.07
12/16/2021	APCH	97955	COMM ON ACCREDITATION FOR	ACCREDITATION	630-202	30	4,645.00
12/16/2021	APCH	97956	COMMERCIAL TIRE SERVICE, INC	MAINTENANCE - VEHICLES	735-409	35	948.12
				MAINTENANCE - VEHICLES	735-409	35	752.84
				MAINTENANCE - VEHICLES	735-409	35	933.62
				CHECK APCHK 97956 TOTAL FOR FUND 01:			2,634.58
12/16/2021	APCH	97957	CONTROLLED F.O.R.C.E. INC	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,140.00
12/16/2021	APCH	97958	CRITICAL REACH INC	FEES/DUES/SUBSCRIPTIONS	630-307	30	330.00
12/16/2021	APCH	97959	DANIEL POLFLIET	UNIFORMS	630-345	30	237.60
12/16/2021	APCH	97960	DESIGN PERSPECTIVES INC	PARK IMPROVEMENTS - NEIGHBORHOOD PARK	595-695	20	7,040.00
12/16/2021	APCH	97961	DUPAGE CNTY CHIEFS OF POL.ASSN.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	550.00

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Fund: 01 GENERAL FUND							
12/16/2021	APCH	97962*#	DUPAGE COUNTY	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	3,266.76
12/16/2021	APCH	97963#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	218.82
				SANITARY (825 MIDWAY)	570-250	20	4.62
				SANITARY (PARKS)	570-278	20	21.55
				SANITARY (PARKS)	570-278	20	10.13
				SANITARY (7760 QUINCY)	630-250	30	242.62
				SANITARY USER CHARGE	725-417	35	20.03
				CHECK APCHK 97963 TOTAL FOR FUND 01:			517.77
12/16/2021	APCH	97964	DUPAGE COUNTY TREASURER	EDP LICENSES	640-263	30	750.00
12/16/2021	APCH	97965	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	40.00
12/16/2021	APCH	97966	EMILY MILLER	RED LIGHT FINES	310-503	00	100.00
12/16/2021	APCH	97969	EVT TECH	MAINTENANCE - VEHICLES	630-409	30	2,029.75
12/16/2021	APCH	97970	EWS WELDING SUPPLY, INC	MAINTENANCE - BUILDING	466-228	10	73.83
12/16/2021	APCH	97971#	FALCO'S LANDSCAPING INC	MAINTENANCE - BUILDING	466-228	10	2,400.00
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	3,200.00
				STREET & ROW MAINTENANCE	750-328	35	6,820.00
				STREET & ROW MAINTENANCE	750-328	35	4,180.00
				STREET & ROW MAINTENANCE	750-328	35	4,840.00
				STREET & ROW MAINTENANCE	750-328	35	3,300.00
				CHECK APCHK 97971 TOTAL FOR FUND 01:			24,740.00
12/16/2021	APCH	97972*#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	630-228	30	125.00
12/16/2021	APCH	97973	GATEWAY SRA	SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	19,655.43
12/16/2021	APCH	97974	GREGORY AND SUSAN SMITH	RED LIGHT FINES	310-503	00	100.00
12/16/2021	APCH	97975*#	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,500.00
12/16/2021	APCH	97976#	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	236.25
				PHONE - TELEPHONES	630-201	30	67.50
				CHECK APCHK 97976 TOTAL FOR FUND 01:			303.75
12/16/2021	APCH	97977#	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	504.53

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Fund: 01 GENERAL FUND							
				PHONE - TELEPHONES	630-201	30	236.25
				PHONE - TELEPHONES	630-201	30	168.75
				PHONE - TELEPHONES	630-201	30	202.50
				CHECK APCHK 97977 TOTAL FOR FUND 01:			1,112.03
12/16/2021	APCH	97978	HINSDALE NURSERIES, INC.	TREE MAINTENANCE	750-338	35	904.00
12/16/2021	APCH	97979#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	86.94
				MAINTENANCE - BUILDING	466-228	10	284.19
				MAINTENANCE SUPPLIES	570-331	20	168.40
				MAINTENANCE - PW BUILDING	725-418	35	136.90
				MAINTENANCE - PW BUILDING	725-418	35	93.91
				STREET & ROW MAINTENANCE OTHER	755-328	35	187.52
				CHECK APCHK 97979 TOTAL FOR FUND 01:			957.86
12/16/2021	APCH	97980#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	99.97
				MAINTENANCE - BUILDING	466-228	10	17.84
				MAINTENANCE - BUILDING	466-228	10	292.51
				MAINTENANCE - BUILDING	466-228	10	43.89
				CHILDREN'S HOLIDAY PARTY	585-155	20	354.59
				CHILDREN'S HOLIDAY PARTY	585-155	20	77.74
				MAINTENANCE - GARAGE	725-413	35	13.97
				MAINTENANCE - GARAGE	725-413	35	27.75
				MAINTENANCE - GARAGE	725-413	35	236.39
				CHECK APCHK 97980 TOTAL FOR FUND 01:			1,164.65
12/16/2021	APCH	97981	HOUSEAL LAVIGNE ASSOCIATES LLC	CONSULTING	455-306	10	5,014.96
12/16/2021	APCH	97983	IL PUBLIC WORKS MUTUAL AID NETWO	FEES/DUES/SUBSCRIPTIONS	710-307	35	100.00
12/16/2021	APCH	97984	ILL. ASSN. CHIEFS OF POLICE	FEES/DUES/SUBSCRIPTIONS	630-307	30	115.00
12/16/2021	APCH	97985#	J.P. COOKE CO.	OFFICE SUPPLIES	455-301	10	33.80
				OFFICE SUPPLIES	455-301	10	68.96
				OFFICE SUPPLIES	630-301	30	61.40
				OFFICE SUPPLIES	810-301	40	160.77
				OFFICE SUPPLIES	810-301	40	19.74
				CHECK APCHK 97985 TOTAL FOR FUND 01:			344.67
12/16/2021	APCH	97986	JOHNSON RESEARCH GROUP, INC	CONSULTING	455-306	10	7,900.00
12/16/2021	APCH	97987	JOSE CHAVEZ-JIMENEZ	UNIFORMS	630-345	30	404.90
12/16/2021	APCH	97988	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00

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Fund: 01 GENERAL FUND							
12/16/2021	APCH	97989	KIPLEY MCNICHOLS	RED LIGHT FINES	310-503	00	100.00
12/16/2021	APCH	97990#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	437.41
				COPY SERVICE	630-315	30	67.81
				COPY SERVICE	810-315	40	583.31
				CHECK APCHK 97990 TOTAL FOR FUND 01:			1,088.53
12/16/2021	APCH	97992	LAKESHORE RECYCLING SYSTEMS, LLC	STREET & ROW MAINTENANCE OTHER	755-328	35	1,213.68
12/16/2021	APCH	97993	LANER MUCHIN	FEES - LABOR COUNSEL	470-242	10	2,422.50
12/16/2021	APCH	97994	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	20,100.00
12/16/2021	APCH	97995	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	15,284.52
				FEES - SPECIAL ATTORNEY	470-241	10	2,042.50
				FEES - LABOR COUNSEL	470-242	10	190.00
				CRISIS MANAGEMENT	475-367	10	2,574.09
				CHECK APCHK 97995 TOTAL FOR FUND 01:			20,091.11
12/16/2021	APCH	97996	LIBERTY SALES	CONTINGENCIES	490-799	10	153.10
				CONTINGENCIES	490-799	10	247.67
				CHECK APCHK 97996 TOTAL FOR FUND 01:			400.77
12/16/2021	APCH	97997	LORI RINELLA	UNIFORMS	630-345	30	95.69
12/16/2021	APCH	97999	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	348.00
12/16/2021	APCH	98002	MRO SYSTEMS LLC	OPERATING EQUIPMENT	755-401	35	968.49
12/16/2021	APCH	98003	NANCY TURVILLE	EMPLOYEE RECOGNITION	630-309	30	26.49
				UNIFORMS	630-345	30	680.95
				UNIFORMS	630-345	30	135.89
				CHECK APCHK 98003 TOTAL FOR FUND 01:			843.33
12/16/2021	APCH	98004	NATIONAL ASSOC OF FIRE INVESTIGA	FEES/DUES/SUBSCRIPTIONS	630-307	30	55.00
12/16/2021	APCH	98005	NICHOLAS VOLEK	CONTINGENCIES	685-799	30	232.20
12/16/2021	APCH	98006#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	292.52
				NICOR GAS (7760 QUINCY)	630-235	30	462.06
				NICOR GAS	725-415	35	445.57
				CHECK APCHK 98006 TOTAL FOR FUND 01:			1,200.15

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Fund: 01 GENERAL FUND							
12/16/2021	APCH	98007*#	NJ RYAN TREE & LANDSCAPE LLC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	3,750.00
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	5,250.00
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	6,000.00
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	4,350.00
				TREE MAINTENANCE	750-338	35	6,450.00
				TREE MAINTENANCE	750-338	35	5,850.00
				TREE MAINTENANCE	750-338	35	7,350.00
				TREE MAINTENANCE	750-338	35	6,300.00
				TREE MAINTENANCE	750-338	35	6,750.00
				TREE MAINTENANCE	750-338	35	3,750.00
				TREE MAINTENANCE	750-338	35	7,050.00
				BRUSH PICKUP	755-284	35	5,700.00
				CHECK APCHK 98007 TOTAL FOR FUND 01:			68,550.00
12/16/2021	APCH	98008	OCCUPATIONAL HEALTH CENTERS	MAINTENANCE - BUILDING	466-228	10	141.00
12/16/2021	APCH	98009#	ORBIS SOLUTIONS	EDP EQUIPMENT/SOFTWARE	460-212	10	900.00
				EDP EQUIPMENT/SOFTWARE	460-212	10	60.00
				EDP EQUIPMENT/SOFTWARE	460-212	10	2,100.00
				EDP LICENSES	460-263	10	775.00
				CONSULTING SERVICES - IT	460-306	10	308.24
				CONSULTING SERVICES	515-306	15	77.07
				CONSULTING - PROGRAM HOSTING	555-306	20	77.07
				IT - CONSULTING SERVICES	615-306	25	231.20
				CONSULTING - IT/GRANT	640-306	30	2,234.89
				CONSULTING SERVICES	715-306	35	385.33
				CONSULTING SERVICES	815-306	40	231.20
				CHECK APCHK 98009 TOTAL FOR FUND 01:			7,380.00
12/16/2021	APCH	98010	P.F. PETTIBONE & CO.	EMPLOYEE RECOGNITION	630-309	30	51.00
				OPERATING EQUIPMENT	630-401	30	18.00
				OPERATING EQUIPMENT	630-401	30	18.00
				CHECK APCHK 98010 TOTAL FOR FUND 01:			87.00
12/16/2021	APCH	98011	PIOTR OPACIAN	UNIFORMS	630-345	30	82.36
12/16/2021	APCH	98012#	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	455-311	10	408.24
				POSTAGE & METER RENT	630-311	30	547.17
				CHECK APCHK 98012 TOTAL FOR FUND 01:			955.41
12/16/2021	APCH	98013	RAGNA SOFT INC	EDP LICENSES	640-263	30	1,555.00

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Fund: 01 GENERAL FUND							
12/16/2021	APCH	98014*#	RAGS ELECTRIC, INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	1,741.62
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	437.30
				MAINTENANCE - STREET LIGHTS	745-223	35	266.00
				MAINTENANCE - STREET LIGHTS	745-223	35	133.00
				CHECK APCHK 98014 TOTAL FOR FUND 01:			2,577.92
12/16/2021	APCH	98015	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL	820-255	40	234.00
12/16/2021	APCH	98016	ROBERT MEDLICOTT	RED LIGHT FINES	310-503	00	100.00
12/16/2021	APCH	98017	ROBERT PATERALA	RED LIGHT FINES	310-503	00	100.00
12/16/2021	APCH	98018	ROMAN FRANKIEWICZ	RED LIGHT FINES	310-503	00	100.00
12/16/2021	APCH	98019	SAFEBUILT, LLC	PLAN REVIEW - PLANNER	520-257	15	6,650.00
				PLAN REVIEW - PLANNER	520-257	15	575.00
				CHECK APCHK 98019 TOTAL FOR FUND 01:			7,225.00
12/16/2021	APCH	98020	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	131.52
12/16/2021	APCH	98021	SBOC	SCHOOLS/CONFERENCES/TRAVEL	810-304	40	50.00
12/16/2021	APCH	98022*	SCHMITZ, MICHELLE	UTILITY TAX (5%)	130-209	00	4.75
12/16/2021	APCH	98023	SCHWEIZER EMBLEM COMPANY	OPERATING EQUIPMENT	630-401	30	1,234.20
12/16/2021	APCH	98024	SIKICH LLP	CONSULTING SERVICES - IT	460-306	10	977.50
12/16/2021	APCH	98025	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - BUILDING	466-228	10	33.60
12/16/2021	APCH	98026	T.P.I.	PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	9,613.27
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	7,980.00
				PART TIME - INSPECTOR	830-109	40	4,200.00
				PLUMBING INSPECTION REIMB	830-115	40	500.00
				CHECK APCHK 98026 TOTAL FOR FUND 01:			22,293.27
12/16/2021	APCH	98027*#	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	26.93
12/16/2021	APCH	98028	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	1,850.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,850.00
				CHECK APCHK 98028 TOTAL FOR FUND 01:			3,700.00
12/16/2021	APCH	98029	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION-REIMB	830-117	40	100.00

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Fund: 01 GENERAL FUND							
12/16/2021	APCH	98030	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	203.80
12/16/2021	APCH	98031	THYSSENKRUPP ELEVATOR CORP	MAINTENANCE - BUILDING	466-228	10	3,799.26
12/16/2021	APCH	98032	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	185.10
				ROAD SIGNS	755-333	35	1,847.50
				ROAD SIGNS	755-333	35	693.00
				CHECK APCHK 98032 TOTAL FOR FUND 01:			2,725.60
12/16/2021	APCH	98033	ULINE	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	2,136.86
12/16/2021	APCH	98036	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	1.92
				OFFICE SUPPLIES	630-301	30	111.04
				OFFICE SUPPLIES	630-301	30	157.57
				PRINTING & PUBLISHING	630-302	30	39.57
				UNIFORMS	630-345	30	558.53
				OPERATING EQUIPMENT	630-401	30	6.70
				OPERATING EQUIPMENT	630-401	30	285.69
				CHECK APCHK 98036 TOTAL FOR FUND 01:			1,161.02
12/16/2021	APCH	98037	WEST SIDE TRACTOR SALES	MAINTENANCE - VEHICLES	735-409	35	1,276.90
12/16/2021	APCH	98038	WESTERN FIRST AID & SAFETY	OPERATING SUPPLIES & EQUIPMENT	710-401	35	59.40
12/16/2021	APCH	98039	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
Total for fund 01 GENERAL FUND							467,687.90



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Fund: 02 WATER FUND							
12/16/2021	APCH	229 (E) *#	INTERGOVERNMENTAL PERSONNEL	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	3,450.22
12/16/2021	APCH	230 (E) *#	UMB BANK N.A.	INTEREST EXPENSE	449-102	50	4,482.00
				BOND PRINCIPAL EXPENSE	449-104	50	11,829.00
				CHECK APCHK 230 (E) TOTAL FOR FUND 02:			16,311.00
12/16/2021	APCH	231 (E) *#	WEX BANK	FUEL/MILEAGE/WASH	401-303	50	894.65
12/16/2021	APCH	97932*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	92.27
				PHONE - TELEPHONES	401-201	50	92.10
				CHECK APCHK 97932 TOTAL FOR FUND 02:			184.37
12/16/2021	APCH	97936	ALARM DETECTION SYSTEMS INC	PHONE - TELEPHONES	401-201	50	211.17
				PHONE - TELEPHONES	401-201	50	245.28
				PHONE - TELEPHONES	401-201	50	354.75
				CHECK APCHK 97936 TOTAL FOR FUND 02:			811.20
12/16/2021	APCH	97939	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	642.00
12/16/2021	APCH	97953*#	CITY WIDE OF ILLINOIS	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	189.96
12/16/2021	APCH	97954*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	745.07
				ENERGY - ELECTRIC PUMP	420-206	50	1,348.59
				CHECK APCHK 97954 TOTAL FOR FUND 02:			2,093.66
12/16/2021	APCH	97968	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	100.00
				SAMPLING ANALYSIS	420-362	50	100.00
				SAMPLING ANALYSIS	420-362	50	175.00
				CHECK APCHK 97968 TOTAL FOR FUND 02:			375.00
12/16/2021	APCH	97972*#	FOX TOWN PLUMBING INC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	125.00
12/16/2021	APCH	97975*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,980.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,205.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,950.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,860.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND				CHECK APCHK 97975 TOTAL FOR FUND 02:			14,995.00
12/16/2021	APCH	97982	IL ENVIRONMENTAL PROTECTION AGEN	INTEREST - IEPA LOAN	449-105	50	6,601.41
				PRINCIPAL - IEPA LOAN	449-106	50	20,622.69
				CHECK APCHK 97982 TOTAL FOR FUND 02:			27,224.10
12/16/2021	APCH	97991	LADANI, MICHAEL & IELYZAVETA	CUSTOMER OVERPAYMENT	280-135	00	82.49
12/16/2021	APCH	98000	METROPOLITAN INDUSTRIES INC	EDP EQUIPMENT/SOFTWARE	417-212	50	138.00
				EDP EQUIPMENT/SOFTWARE	417-212	50	1,004.00
				CHECK APCHK 98000 TOTAL FOR FUND 02:			1,142.00
12/16/2021	APCH	98001	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	918.00
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,508.20
				CHECK APCHK 98001 TOTAL FOR FUND 02:			3,426.20
12/16/2021	APCH	98007*#	NJ RYAN TREE & LANDSCAPE LLC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,550.00
12/16/2021	APCH	98014*#	RAGS ELECTRIC, INC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	896.10
12/16/2021	APCH	98022*	SCHMITZ, MICHELLE	WATER	130-101	00	95.06
12/16/2021	APCH	98027*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	269.10
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	400.05
				CHECK APCHK 98027 TOTAL FOR FUND 02:			669.15
12/16/2021	APCH	98034	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	635.00
12/16/2021	APCH	98035	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	75.06
				Total for fund 02 WATER FUND			79,867.22

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND							
12/16/2021	APCH	97998	M & J ASPHALT PAVING COMPANY INC	STREET MAINTENANCE CONTRACT	430-684	56	123,084.00
				Total for fund 04 MOTOR FUEL TAX FUND			123,084.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 11 DEBT SERVICE FUND							
12/16/2021	APCH	230 (E) *#	UMB BANK N.A.	BOND PRINCIPAL EXPENSE	550-401	70	223,171.00
				BOND INTEREST EXPENSE	550-402	70	51,743.00
				CHECK APCHK 230 (E) TOTAL FOR FUND 11:			274,914.00
				Total for fund 11 DEBT SERVICE FUND			274,914.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &							
12/16/2021	APCH	97967	ENGINEERING SOLUTIONS TEAM	ENGINEERING	920-245	75	4,540.00
				Total for fund 14 LAND ACQUISITION, FACILITY, E			4,540.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
12/16/2021	APCH	97962*#	DUPAGE COUNTY	MAINT TRAFFIC SIGNALS	745-224	15	3,266.76
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			3,266.76
TOTAL - ALL FUNDS							953,359.88

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, ILLINOIS AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TRAFFIC SIGNALS LOCATED ON STATE HIGHWAYS WITHIN THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 6.d.****AGENDA DATE: 12/20/21****STAFF REVIEW:** Andrew Passero, Public Works Foreman**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES ☒ NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The maintenance responsibilities of the traffic signals located on State highways within the Willowbrook corporate limits are detailed within an Intergovernmental Master Agreement between the Village of Willowbrook and the Illinois Department of Transportation (IDOT). The first Agreement between the parties was executed on May 25, 1979. The Agreement is now renewed every ten (10) years. This agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

All of the traffic signals on state highways located within the Willowbrook corporate limits are maintained by the state. However, some of the expenses associated with the maintenance of two (2) of these signals are shared by the Village, as follows:

1. Kingery & 72<sup>nd</sup> Street - 100%
2. Kingery & 67th Street - 25%

**STAFF RECOMMENDATION****ACTION PROPOSED:** Adopt the resolution

**RESOLUTION NO. 21-R- \_\_\_\_**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WILLOWBROOK, ILLINOIS AND THE ILLINOIS  
DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE  
OF TRAFFIC SIGNALS LOCATED ON STATE HIGHWAYS  
WITHIN THE VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, the Village of Willowbrook, Illinois (the “Village”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village has the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into Intergovernmental Agreements; and

**WHEREAS**, the Village is a party to a certain Intergovernmental Agreement between the Village and Illinois Department of Transportation approved by the Village on September 12, 2011 by Resolution No. 11-R-36; and

**WHEREAS**, said Intergovernmental Agreement has expired; and

**WHEREAS**, the corporate authorities of the Village have determined that it is necessary, desirable and in the best interests of the residents and businesses of the Village for the Village to enter into a new Intergovernmental Agreement with the Illinois Department of Transportation for the maintenance, by the Village, of traffic signals on state highways located within the corporate limits of the Village.

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

**Section 1:** It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into an Intergovernmental Agreement with the Illinois Department of Transportation for traffic signal maintenance, a copy of which is attached hereto, identified as Exhibit “A” and made a part hereof.

**Section 2:** The Mayor is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest the Intergovernmental Agreement, substantially in the form attached hereto as Exhibit “A,” with such terms therein consistent with this Resolution



as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

**Section 3:** This Resolution shall be in full force and effect upon its passage, approval and publication in accordance with law.

PASSED and APPROVED this 20<sup>th</sup> day of December, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**  
**Intergovernmental Agreement**



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

September 3, 2021

The Honorable Frank A. Trilla  
Village President  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Dear Village President Trilla:

Enclosed for your signature are three (3) counterparts of the Intergovernmental Master Agreement (IGA) for State maintained traffic signals on State highways within the corporate limits of Village of Willowbrook (herein after called Village). The existing Master Agreement between the Village and the Illinois Department of Transportation (herein after called Department) will expire in the near future.

Please note that the IGA has these clauses:

- G. Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- B Billing.** Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

**PLEASE BE AWARE OF THE FOLLOWING:** It is imperative that the Village sign the attached IGA. The Department will not be able to authorize any payments to Village for the Department's share of utility costs until we can provide our financial department with a copy of a fully executed IGA. Therefore, in order for you to obtain reimbursement from the Department for any part of the traffic signal utility costs as shown in the Exhibit A in the Intergovernmental Agreement, we need Village to sign the attached Agreement.

Also, should the Village decide it does not have the capability of providing the required level of service to the existing traffic signal(s) listed in the attached Exhibit A, this would be the opportunity to revise the maintenance responsibility in the Exhibit A. A maintenance transfer will be determined after the approval of the District Engineer and a revised Exhibit A will be included in new IGA.

The Honorable Frank A. Trilla  
September 3, 2021  
Page Two

Please return the three (3) partially executed agreements to our office for final processing. We will send you a completed Agreement upon its execution by our Springfield Office. It is important that you forward the Agreement to:

Ms. Lisa E. Heaven-Baum, P.E.  
Bureau Chief of Traffic Operations  
Illinois Department of Transportation  
201 W. Center Court  
Schaumburg, IL 60196

If you have any questions or need additional information, please contact Mrs. Brenda Kanthaphixay, Agreement Specialist, at 847-705-4175.

Very truly yours,

Jose Rios, P.E.  
Region One Engineer

By:  
Lisa E. Heaven-Baum, P.E.  
Bureau Chief of Traffic Operations

Enclosures

## INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Willowbrook ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
  - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
  - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
  - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
  - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
  - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
  - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or

State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.
- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
  - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
  - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
  - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

- iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One's EMC is generally 2 to 3 years.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

Lisa E. Heaven-Baum, Bureau Chief Traffic Ops

Name and Title

847-705-4140

Phone number

Lisa.Heaven-Baum@illinois.gov

Email Address

201 W. Center Court

Schaumburg, IL 60196

Address

For the GOVERNMENTAL BODY:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address

4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

\_\_\_\_\_  
Signature and Job Title of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

FOR THE DEPARTMENT:

\_\_\_\_\_  
Jose Rios, Regional Engineer, Division of Highways

\_\_\_\_\_  
Yangs A. Kim, Chief Counsel

\_\_\_\_\_  
Date

(Approved as to form)

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

\_\_\_\_\_  
Director, Division of Highways, Chief Engineer

\_\_\_\_\_  
Joanne Woodworth, Acting Chief Fiscal Officer

\_\_\_\_\_  
Date

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_  
Omer Osman, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_



## EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Willowbrook in DuPage County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

**As of 9/3/21**

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
IL 83 (Kingery) at 63rd St	TS565	*100			100			STATE
IL 83 (Kingery) at 67th St	TS12215	75	25		75	25		STATE
IL 83 (Kingery) at 72nd Ct	TS637		100			100		STATE
IL 83 (Kingery) at 75th St	TS570	*100			75	25		STATE
IL 83 (Kingery) at Midway Dr	TS615	100			100			STATE
IL 83 (Kingery) at Plainfield Rd	TS635	100			100			STATE

\*ADT = Avg. Daily Traffic (>35,000+)

EXHIBIT B  
SHORT FORM  
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

**A. GENERAL PROVISIONS**

**1. CABINET PACK**

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

**2. HARDWARE SPECIFICATIONS**

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction and the district special provisions.

**3. HIGHWAY LIGHTING**

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All costs of repairing or replacing damaged or missing non-standard IDOT highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

**4. EMERGENCY VEHICLE PREEMPTION SYSTEM**

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

**5. RAILROAD PREEMPTION**

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

#### 6. DAMAGE REPAIRS

Repair or replace any and all standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others.

#### 7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss.

#### 8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

#### 9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

### **B. AS REPORTED OR OBSERVED**

#### 1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

#### 2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

#### 3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

#### 4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if the indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

### **C. WEEKLY**

#### **1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS**

At locations that are a part of a closed loop signal or advance traffic management systems maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

### **D. BI-MONTHLY (Every 2 months)**

#### **1. CABINET INSPECTION**

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

#### **2. OBSERVE SIGNALS**

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

#### **3. DETECTION TESTING**

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

#### **4. VIDEO DETECTION TESTING**

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

#### **5. CONTROLLER CHECK**

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

#### 6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

#### 7. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

### **E. GENERAL**

#### 1. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis.

#### 2. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations.

#### 3. PAVEMENT MARKINGS

In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

4. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY shall provide such signs at all named State highway intersections.

s:\gen\wpdocs\traffic\yg\2011\2011\_1\reverse master agreement changes accepted exhibit b 3\_9\_2011 (1) (2) final.docx

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SETTING THE 2022 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES AND THE SCHEDULE OF REGULAR MEETINGS OF COMMISSIONS AND COMMITTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

**AGENDA NO. 6.e.****AGENDA DATE:** 12/20/2021**STAFF REVIEW:** Sean Halloran, Asst. Village AdministratorSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Village Board Meetings have been temporary located at the Willowbrook Police Department, 7760 Quincy Street, until the Community Resource Center is completed in 2022.

**STAFF RECOMMENDATION**

All Village Board meetings, along with Plan Commission, Board of Police Commissioners and Committee meetings will be held at the Police Department Training Room or at the Community Resource Center.

The Village Board and Committee meetings will follow the schedules in the attached document.

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
SETTING THE 2022 CALENDAR YEAR SCHEDULE OF  
REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES  
AND THE SCHEDULE OF REGULAR MEETINGS OF  
COMMISSIONS AND COMMITTEES OF THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**WHEREAS**, section 2.02 of the Illinois Open Meetings Act (5 ILCS 120/2.02) requires that every public body shall give public notice of the schedule of its regular meetings at the beginning of each calendar year and shall state the regular dates, times and places of such meetings; and

**WHEREAS**, section 2.02 of the Illinois Open Meetings Act further requires that the public body shall supply copies of the notice of its regular meetings, and notice of any special, emergency, rescheduled or reconvened meeting to any news medium that has filed an annual request for such notice; and

**WHEREAS**, section 2.02 of the Illinois Open Meetings Act further requires that the notice of the annual schedule of meetings of the Village of Willowbrook be posted on the Village website and remain so posted until a new public notice of the schedule of regular meetings is approved.

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

**SECTION ONE.** That the schedule of regular meetings of the Mayor and Board of Trustees and the schedule of regular meetings of all commissions and committees of the Village of Willowbrook, DuPage County, Illinois for the calendar year 2022, attached hereto as Exhibit “A”, be and is hereby approved and adopted.

**SECTION TWO.** That all said regular meetings of the Mayor and Board of Trustees, unless otherwise noted, for the 2022 calendar year shall take place at 6:30 p.m. at the Village of Willowbrook

Police Department, 7760 Quincy Street, Willowbrook, Illinois 60527, Illinois 60527 subject to current in-effect amendments to the Open Meetings Act regarding remote attendance due to the COVID-19 Pandemic.

**SECTION THREE.** The Village Clerk or his designee is hereby directed to give notice of the dates, times and places of all such regular meetings of the Village of Willowbrook, as well as any special, emergency, rescheduled or reconvened meeting to any news medium that has filed a request for such notice.

**SECTION FOUR.** Notice of the scheduled times and place of all regular meetings for the calendar year 2022 shall be further made available to any member of the public and any news medium requesting a schedule of meetings.

**PASSED** and **APPROVED** this 20th day of December, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk



## **VILLAGE OF WILLOWBROOK - REGULAR MEETINGS 2022**

(Updated 12/14/2021)

PAGE 1

Please view the Village website, [www.willowbrookil.org](http://www.willowbrookil.org), for updates.

**MAYOR AND BOARD OF TRUSTEES** - All meetings of the Mayor and Board of Trustees of the Village of Willowbrook will be held at the Willowbrook Police Department, 7760 Quincy Street, Willowbrook, Illinois, until further notice.

Monday, January 10, 2022 @ 6:30 p.m.  
Monday, January 24, 2022 @ 6:30 p.m.  
Monday, February 14, 2022 @ 6:30 p.m.  
Monday, February 28, 2022 @ 6:30 p.m.  
Monday, March 14, 2022 @ 6:30 p.m.  
Monday, March 28, 2022 @ 6:30 p.m.  
Monday, April 11, 2022 @ 6:30 p.m.  
Monday, April 25, 2022 @ 6:30 p.m.  
Monday, May 9, 2022 @ 6:30 p.m.  
Monday, May 23, 2022 @ 6:30 p.m.  
Monday, June 13, 2022 @ 6:30 p.m.  
Monday, June 27, 2022 @ 6:30 p.m.

Monday, July 11, 2022 @ 6:30 p.m.  
Monday, July 25, 2022 @ 6:30 p.m.  
Monday, August 8, 2022 @ 6:30 p.m.  
Monday, August 22, 2022 @ 6:30 p.m.  
Monday, September 12, 2022 @ 6:30 p.m.  
Monday, September 26, 2022 @ 6:30 p.m.  
Monday, October 10, 2022 @ 6:30 p.m.  
Monday, October 24, 2022 @ 6:30 p.m.  
Monday, November 14, 2022 @ 6:30 p.m.  
Monday, November 28, 2022 @ 6:30 p.m.  
Monday, December 19, 2022 @ 6:30 p.m.

### Exceptions:

- Additional meeting on the 3<sup>rd</sup> Monday in March at 5:30 p.m. (Budget Workshop)
- Only one meeting will be held in December on the third Monday.

**PLAN COMMISSION** - All meetings of the Plan Commission of the Village of Willowbrook will be held at the Willowbrook Police Department, 7760 Quincy Street, Willowbrook, Illinois

Wednesday, January 12, 2022 @ 7:00 p.m.  
Wednesday, February 2, 2022 @ 7:00 p.m.  
Wednesday, March 2, 2022 @ 7:00 p.m.  
Wednesday, April 6, 2022 @ 7:00 p.m.  
Wednesday, May 4, 2022 @ 7:00 p.m.  
Wednesday, June 1, 2022 @ 7:00 p.m.

Wednesday, July 13, 2022 @ 7:00 p.m.  
Wednesday, August 3, 2022 @ 7:00 p.m.  
Wednesday, September 14, 2022 @ 7:00 p.m.  
Wednesday, October 5, 2022 @ 7:00 p.m.  
Wednesday, November 2, 2022 @ 7:00 p.m.  
Wednesday, December 7, 2022 @ 7:00 p.m.

### Exceptions:

Meetings in January and July will be held on the second Wednesday

**VILLAGE OF WILLOWBROOK - REGULAR MEETINGS 2022**

*(Updated 12/14/2021)*

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**The following meetings will be held at the Willowbrook Village Hall, 835 Midway Drive, Willowbrook, Illinois:**

**FINANCE/ADMINISTRATION COMMITTEE**

2<sup>nd</sup> Monday of every month - 5:30 p.m.

Exception - no meeting in December

**LAWS & ORDINANCES COMMITTEE**

2<sup>nd</sup> Monday of every month - 5:30 p.m.

Exception - no meeting in December

**MUNICIPAL SERVICES COMMITTEE**

4<sup>th</sup> Monday of every month - 5:30 p.m.

Exception - no meeting in December

**The following meetings will be held at the Willowbrook Police Department, 7760 Quincy Street, Willowbrook, Illinois:**

**BOARD OF POLICE COMMISSIONERS**

3<sup>rd</sup> Friday of every month - 8:00 a.m.

Exception - no meeting in December

**POLICE PENSION FUND-BOARD OF TRUSTEES**

January, April, July and October

**PUBLIC SAFETY COMMITTEE**

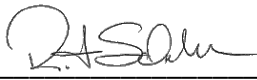
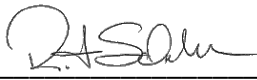
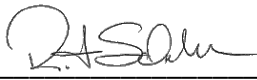
4<sup>th</sup> Monday of every month - 5:30 p.m.

Exception - no meeting in December

**NOTE:** Please view the Village website for updates or changes to meeting locations, [www.willowbrookil.org](http://www.willowbrookil.org).

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p><b>A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER</b></p>	<p><b>AGENDA NO. 6.f.</b></p> <p><b>AGENDA DATE: 12/20/2021</b></p>		
<table style="width: 100%;"> <tr> <td style="width: 50%;"> <p><b>STAFF REVIEW:</b> Robert Schaller, Chief of Police</p> <p><b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney</p> <p><b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator</p> </td> <td style="width: 50%;"> <p>SIGNATURE: <u></u></p> <p>SIGNATURE: <u>Tom Bastian / cm</u></p> <p>SIGNATURE: <u>B. Pabst</u></p> </td> </tr> </table> <p><b>REVIEWED &amp; APPROVED BY PSC:</b>      YES <input type="checkbox"/>      NO <input type="checkbox"/>      N/A <input checked="" type="checkbox"/></p>		<p><b>STAFF REVIEW:</b> Robert Schaller, Chief of Police</p> <p><b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney</p> <p><b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator</p>	<p>SIGNATURE: <u></u></p> <p>SIGNATURE: <u>Tom Bastian / cm</u></p> <p>SIGNATURE: <u>B. Pabst</u></p>
<p><b>STAFF REVIEW:</b> Robert Schaller, Chief of Police</p> <p><b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney</p> <p><b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator</p>	<p>SIGNATURE: <u></u></p> <p>SIGNATURE: <u>Tom Bastian / cm</u></p> <p>SIGNATURE: <u>B. Pabst</u></p>		
<p><b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b></p> <p>Due to the retirement of a sergeant on November 1, 2021 and the pending retirement of a second sergeant on March 7, 2022, two vacancies have been created.</p> <p>The Police Department currently has no reservations at the Police Training Institute and was advised that the remainder of academy spots for 2021 and 2022 are currently filled. Due to the terms and conditions of fulfilling Department of Justice COPS grant and the lack of a reservation at the police academy a deviation from the hiring rotation as defined in Section 5-1-4 of the Municipal Code of the Village of Willowbrook is requested to effect the hiring from the lateral transfer applicant list.</p>			
<p><b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b></p> <p>Our current police department composition ordinance (Section 5-1-1 of the Village Code of Ordinances) establishes the following as far as number and rank of positions within the police department:</p> <p>Chief of Police -1</p> <p>Deputy Chief of Police -1</p> <p>Sergeants – 3 (<b>4 – Sergeants until the pending retirement on March 7, 2022</b>)</p> <p>Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-six (26) members</p> <p><b>TOTAL: 26 sworn officers (27 sworn until the pending retirement on March 7, 2022 at which time total sworn will revert back to 26 officers)</b></p> <p><u>Currently the total number of sworn officers is 25 in the police department.</u></p>			
<p><b>ACTION PROPOSED:</b></p> <p>Adopt the Resolution, which will enable the Chief of Police to hire from the lateral hire candidate pool.</p>			

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE  
VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING  
ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2)  
LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER**

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**WHEREAS**, Title 2, Chapter 4, Section 6 of the Village Code of Ordinances provides that the Board of Police Commissioners shall make original appointments in the Police Department upon receipt of a written resolution to do so, duly adopted by a majority vote of the corporate authorities of the Village; and

**WHEREAS**, Title 5, Chapter 1, Section 5-1-14 authorizes lateral hiring of qualified police officers; and

**WHEREAS**, Title 5, Chapter 1, Section 5-1-14 further provides that the original appointment of patrol officers, pursuant to Section 2-4-6 or 5-1-14 of the Village Code of Ordinances, shall be made on a rotating basis; and

**WHEREAS**, the provisions of Section 5-1-14, the rotation hiring process notwithstanding, the Village Board of Trustees is expressly authorized, at any time, to deviate from the hiring rotation process and direct the Chief of Police of the Village to select a qualified candidate from the lateral candidate pool to be recommended for hire by the Village Administrator.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a deviation from the “rotating hiring basis”, as provided in Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances, is hereby approved and the Chief of Police is hereby directed to select a qualified candidate from the lateral pool of qualified candidates and shall further make a recommendation to the Village Administrator of the Village to extend a conditional offer of employment as a patrol officer to such candidate all

in accord with the provisions of Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances.

This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 20<sup>th</sup> day of December, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED "CREATION AND COMPOSITION OF DEPARTMENT", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS

**AGENDA NO. 6.g.****AGENDA DATE:** 12/20/2021**STAFF REVIEW:** Brian Pabst, Village Administrator**SIGNATURE:** B. Pabst**LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** Tom Bastian / cm**RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:** B. Pabst**REVIEWED & APPROVED BY PSC:** YES ☐ NO ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

A sergeant within the police department has retired on November 1, 2021, and a second sergeant will retire effective March 7, 2022.

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

These retirements will result in two (2) vacancies within the police department. Due to the terms and conditions of fulfilling the DOJ COPS grant an immediate need to hire replacement officers is warranted.

Passage of the attached ordinance will serve to temporarily amend the Village Code of Ordinances to reflect the composition of the police department as having (27) patrol officers (as opposed to 26). This will enable the hiring of two (2) new replacement patrol officers at this time opposed to one (1). After March 7, 2022, when the current sergeant retires, the number of patrol officers within the department will revert back to a total of twenty-six (26). This process of hiring the new patrol officers will be completed by the appointment of two (2) lateral police candidates.

**ACTION PROPOSED:**

Pass the ordinance

**ORDINANCE NO. 21-O\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED “CREATION AND COMPOSITION OF DEPARTMENT”, OF CHAPTER 1, ENTITLED “POLICE DEPARTMENT”, OF TITLE 5 ENTITLED “POLICE REGULATIONS”, OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS**

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**BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Section 5-1-1 Entitled “Creation and Composition of Department”, of Chapter 1 entitled “Police Department”, of Title 5 Entitled “Police Regulations”, of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended in its entirety to read as follows:

**SECTION 1.**

“5-1-1: Creation and Composition of Department:

There is hereby created a Police Department, an executive department of the Village. The Police Department shall consist of one (1) Chief of Police, one (1) Deputy Chief, four (4) Sergeants, until March 8, 2022, at which time the number of Sergeants shall automatically revert to a maximum of three (3) Sergeants and patrol officers, in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members.”

**SECTION 2.** Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is expressly repealed solely to the extent of said conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 3.** This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with law.

PASSED and APPROVED this 20<sup>th</sup> day of December, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk





MONTHLY FINANCIAL REPORT  
NOVEMBER 2021

RESPECTFULLY SUBMITTED BY:

Frank A. Trilla, Mayor

Nathan Gaskill, Interim Chief Financial Officer

# VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL SALES AND USE TAXES

MONTH DIST	SALE MADE		17-18	18-19	19-20	20-21	21-22	Difference from Prior Year
MAY	FEB	\$	264,472	\$ 276,118	\$ 320,221	\$ 307,589	\$ 319,211	3.78%
JUNE	MAR		304,436	334,282	360,870	359,968	421,287	17.03%
JULY	APR		304,925	309,957	343,577	289,885	413,459	42.63%
AUG	MAY		345,478	376,154	397,471	356,759	464,314	30.15%
SEPT	JUNE		354,582	364,229	408,372	385,683	476,575	23.57%
OCT	JULY		313,701	320,062	380,773	415,157	419,546	1.06%
NOV	AUG		361,826	339,020	389,765	390,300	421,507	8.00%
DEC	SEPT		334,582	342,467	363,388	391,326		
JAN	OCT		312,400	329,103	375,088	404,167		
FEB	NOV		319,012	362,572	368,379	379,791		
MARCH	DEC		416,900	428,214	437,962	446,756		
APRIL	JAN		285,192	296,927	311,493	322,056		
TOTAL		\$	3,917,506	\$ 4,079,105	\$ 4,457,359	\$ 4,449,437	\$ 2,935,899	
MTH AVG		\$	326,459	\$ 339,925	\$ 371,447	\$ 370,786	\$ 419,414	
<b>BUDGET</b>		\$	3,600,000	\$ 3,600,000	\$ 4,000,000	\$ 3,500,000	\$ 4,000,000	

YEAR TO DATE LAST YEAR : \$ 2,505,341

YEAR TO DATE THIS YEAR : \$ 2,935,899

DIFFERENCE : \$ 430,558

PERCENTAGE CHANGE :

17.19%

## CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 4,000,000

PERCENTAGE OF YEAR COMPLETED : 58.33%

PERCENTAGE OF REVENUE TO DATE : 73.40%

PROJECTION OF ANNUAL REVENUE : \$ 5,214,099

EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 1,214,099

EST. PERCENT DIFF ACTUAL TO BUDGET 30.35%

VILLAGE OF WILLOWBROOK  
MONTHLY CASH AND INVESTMENT BALANCE BY FUND  
FOR THE MONTH ENDED 11/30/2021

ACCOUNT	BALANCE
<b>Fund 01 GENERAL FUND</b>	
CHECKING - 0283	(1,304,452.83)
COMMUNITY BANK OF WB - 0275	700,059.23
IL FUNDS - 5435	7,936,221.15
COMMUNITY BANK RD LGHT - 0243	182,953.78
COMMUNITY BANK OF WB FSA - 3804	12,133.64
COMMUNITY BANK DRUG ACCT - 4171	27,335.83
PETTY CASH REVLING	950.00
Total For Fund 01:	<u>7,555,200.80</u>
<b>Fund 02 WATER FUND</b>	
IL FUNDS WATER - 5914	867,111.78
COMMUNITY BANK OF WB WTR - 4163	918,924.66
COMMUNITY BANK OF WB - 0275	(40,123.68)
Total For Fund 02:	<u>1,745,912.76</u>
<b>Fund 04 MOTOR FUEL TAX FUND</b>	
IL FUNDS MFT - 5443	1,121,507.53
Total For Fund 04:	<u>1,121,507.53</u>
<b>Fund 06 SSA ONE BOND &amp; INTEREST FUND</b>	
IL FUNDS SSA BOND - 4621	141,106.50
COMMUNITY BANK OF WB - 0275	139,267.21
Total For Fund 06:	<u>280,373.71</u>
<b>Fund 07 POLICE PENSION FUND</b>	
COMMUNITY BANK OF WB PP - 4155	220,011.24
COMMUNITY BANK OF WB - 0275	(272,822.23)
SCHWAB - PP MONEY MARKET	201,746.07
US TREASURIES	1,113,594.21
US AGENCIES	5,881,329.95
MUNICIPAL BONDS	1,681,585.58
CORPORATE BONDS	1,706,902.30
MUTUAL FUNDS	12,360,149.91
BROKERED CDS	399,276.05
MARKET VALUE CONTRA	6,353,818.17
Total For Fund 07:	<u>29,645,591.25</u>
<b>Fund 09 WATER CAPITAL IMPROVEMENTS FUND</b>	
IL FUNDS WTR CAP - 1206	1,007,312.27
Total For Fund 09:	<u>1,007,312.27</u>
<b>Fund 10 CAPITAL PROJECT FUND</b>	
COMMUNITY BANK OF WB - 0275	336.02
Total For Fund 10:	<u>336.02</u>
<b>Fund 11 DEBT SERVICE FUND</b>	
IL FUNDS BOND PROCEEDS DS - 2756	11.25
Total For Fund 11:	<u>11.25</u>
<b>Fund 14 LAND ACQUISITION, FACILITY, EXPANSION &amp;</b>	
IL FUNDS - 5435	6,602.91
Total For Fund 14:	<u>6,602.91</u>
<b>Fund 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX</b>	
IL FUNDS BUSINESS DISTRICT - 5435	2,421,075.98
Total For Fund 15:	<u>2,421,075.98</u>
<b>Fund 16 AMERICAN RESCUE PLAN ACT FUND</b>	
COMMUNITY BANK OF WB MM - 1771	583,749.49
Total For Fund 16:	<u>583,749.49</u>
<b>TOTAL CASH &amp; INVESTMENTS:</b>	<b>44,367,673.97</b>

GL NUMBER	DESCRIPTION	END BALANCE 11/30/2021
Fund 01 - GENERAL FUND		
MONEY MARKET		
01-00-110-322	IL FUNDS - 5435	7,936,221.15
01-00-110-325	COMMUNITY BANK RD LGHT - 0243	182,953.78
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	27,335.83
	Net MONEY MARKET	8,146,510.76
PETTY CASH		
01-00-110-911	PETTY CASH REVLVING	950.00
	Net PETTY CASH	950.00
SAVINGS		
01-00-110-257	COMMUNITY BANK OF WB - 0275	700,059.23
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	12,133.64
	Net SAVINGS	712,192.87
Fund 02 - WATER FUND		
MONEY MARKET		
02-00-110-113	IL FUNDS WATER - 5914	867,111.78
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	918,924.66
	Net MONEY MARKET	1,786,036.44
SAVINGS		
02-00-110-257	COMMUNITY BANK OF WB - 0275	(40,123.68)
	Net SAVINGS	(40,123.68)
Fund 04 - MOTOR FUEL TAX FUND		
MONEY MARKET		
04-00-110-116	IL FUNDS MFT - 5443	1,121,507.53
	Net MONEY MARKET	1,121,507.53
Fund 06 - SSA ONE BOND & INTEREST FUND		
MONEY MARKET		
06-00-110-117	IL FUNDS SSA BOND - 4621	141,106.50
	Net MONEY MARKET	141,106.50
SAVINGS		
06-00-110-257	COMMUNITY BANK OF WB - 0275	139,267.21
	Net SAVINGS	139,267.21
Fund 07 - POLICE PENSION FUND		
MONEY MARKET		
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	220,011.24
07-00-110-336	SCHWAB - PP MONEY MARKET	201,746.07
	Net MONEY MARKET	421,757.31
SAVINGS		
07-00-110-257	COMMUNITY BANK OF WB - 0275	(272,822.23)
	Net SAVINGS	(272,822.23)
AGENCY CERTIFICATES		
07-00-120-260	US AGENCIES	5,881,329.95
	Net AGENCY CERTIFICATES	5,881,329.95
CORPORATE BONDS		
07-00-120-288	CORPORATE BONDS	1,706,902.30
	Net CORPORATE BONDS	1,706,902.30
MUNICIPAL BONDS		
07-00-120-270	MUNICIPAL BONDS	1,681,585.58
	Net MUNICIPAL BONDS	1,681,585.58
MUTUAL FUNDS		
07-00-120-290	MUTUAL FUNDS	12,360,149.91
	Net MUTUAL FUNDS	12,360,149.91

GL NUMBER	DESCRIPTION	END BALANCE 11/30/2021
Fund 07 - POLICE PENSION FUND		
MARKET VALUE		
07-00-120-900	MARKET VALUE CONTRA	6,353,818.17
	Net MARKET VALUE	6,353,818.17
TREASURY NOTES		
07-00-120-250	US TREASURIES	1,113,594.21
	Net TREASURY NOTES	1,113,594.21
CERTIFICATE OF DEPOSIT		
07-00-120-292	BROKERED CDS	399,276.05
	Net CERTIFICATE OF DEPOSIT	399,276.05
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND		
MONEY MARKET		
09-00-110-324	IL FUNDS WTR CAP - 1206	1,007,312.27
	Net MONEY MARKET	1,007,312.27
Fund 10 - CAPITAL PROJECT FUND		
SAVINGS		
10-00-110-257	COMMUNITY BANK OF WB - 0275	336.02
	Net SAVINGS	336.02
Fund 11 - DEBT SERVICE FUND		
MONEY MARKET		
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	11.25
	Net MONEY MARKET	11.25
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &		
MONEY MARKET		
14-00-110-322	IL FUNDS - 5435	6,602.91
	Net MONEY MARKET	6,602.91
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX		
MONEY MARKET		
15-00-110-322	IL FUNDS BUSINESS DISTRICT - 5435	2,421,075.98
	Net MONEY MARKET	2,421,075.98
Fund 16 - AMERICAN RESCUE PLAN ACT FUND		
MONEY MARKET		
16-00-110-323	COMMUNITY BANK OF WB MM - 1771	583,749.49
	Net MONEY MARKET	583,749.49

GL NUMBER	DESCRIPTION	END BALANCE 11/30/2021
COMMUNITY BANK OF WB		
01-00-110-105	CHECKING - 0283	(1,304,452.83)
01-00-110-257	COMMUNITY BANK OF WB - 0275	700,059.23
01-00-110-325	COMMUNITY BANK RD LGHT - 0243	182,953.78
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	12,133.64
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	27,335.83
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	918,924.66
02-00-110-257	COMMUNITY BANK OF WB - 0275	(40,123.68)
06-00-110-257	COMMUNITY BANK OF WB - 0275	139,267.21
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	220,011.24
07-00-110-257	COMMUNITY BANK OF WB - 0275	(272,822.23)
10-00-110-257	COMMUNITY BANK OF WB - 0275	336.02
16-00-110-323	COMMUNITY BANK OF WB MM - 1771	583,749.49
	Net COMMUNITY BANK OF WB	1,167,372.36
ILLINOIS FUNDS		
01-00-110-322	IL FUNDS - 5435	7,936,221.15
02-00-110-113	IL FUNDS WATER - 5914	867,111.78
04-00-110-116	IL FUNDS MFT - 5443	1,121,507.53
06-00-110-117	IL FUNDS SSA BOND - 4621	141,106.50
09-00-110-324	IL FUNDS WTR CAP - 1206	1,007,312.27
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	11.25
14-00-110-322	IL FUNDS - 5435	6,602.91
15-00-110-322	IL FUNDS BUSINESS DISTRICT - 5435	2,421,075.98
	Net ILLINOIS FUNDS	13,500,949.37
VILLAGE OF WILLOWBROOK		
01-00-110-911	PETTY CASH REVLVING	950.00
	Net VILLAGE OF WILLOWBROOK	950.00
CHARLES SCHWAB		
07-00-110-336	SCHWAB - PP MONEY MARKET	201,746.07
07-00-120-250	US TREASURIES	1,113,594.21
07-00-120-260	US AGENCIES	5,881,329.95
07-00-120-270	MUNICIPAL BONDS	1,681,585.58
07-00-120-288	CORPORATE BONDS	1,706,902.30
07-00-120-290	MUTUAL FUNDS	12,360,149.91
07-00-120-292	BROKERED CDS	399,276.05
07-00-120-900	MARKET VALUE CONTRA	6,353,818.17
	Net CHARLES SCHWAB	29,698,402.24
Total - All Funds:		44,367,673.97

GL Number	Description	Balance
Fund 01: GENERAL FUND		
Due From Other Funds		
01-00-140-102	DUE TO/FROM WATER FUND	396,758.34
01-00-140-104	DUE TO/FROM MFT FUND	322,398.39
01-00-140-107	DUE TO/FROM POLICE PENSION FUND	200.00
01-00-140-109	DUE TO/FROM WATER CAPITAL	4,423.00
01-00-140-114	DUE TO/FROM LAND ACQUISITION/FAC EXP/REN	8,005.00
01-00-140-115	DUE TO/FROM RT 83/PLAINFIELD RD TAX FUND	381.70
	<b>Total Due From Other Funds</b>	732,166.43
Fund 02: WATER FUND		
Due From Other Funds		
02-00-140-101	DUE TO/FROM GENERAL FUND	(396,758.34)
	<b>Total Due From Other Funds</b>	(396,758.34)
Fund 04: MOTOR FUEL TAX FUND		
Due From Other Funds		
04-00-140-101	DUE TO/FROM GENERAL FUND	(322,398.39)
	<b>Total Due From Other Funds</b>	(322,398.39)
Fund 07: POLICE PENSION FUND		
Due From Other Funds		
07-00-140-101	DUE (TO)/FROM GENERAL FUND	(200.00)
	<b>Total Due From Other Funds</b>	(200.00)
Fund 09: WATER CAPITAL IMPROVEMENTS FUND		
Due From Other Funds		
09-00-140-101	DUE TO/FROM GENERAL FUND	(4,423.00)
	<b>Total Due From Other Funds</b>	(4,423.00)
Fund 14: LAND ACQUISITION, FACILITY, EXPANSION &		
Due From Other Funds		
14-00-140-101	DUE TO/FROM GENERAL FUND	(8,005.00)
	<b>Total Due From Other Funds</b>	(8,005.00)
Fund 15: RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX		
Due From Other Funds		
15-00-140-101	DUE TO/FROM GENERAL FUND	(381.70)
	<b>Total Due From Other Funds</b>	(381.70)

REVENUE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/2021	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 01 - GENERAL FUND						
PROPERTY TAX						
01-00-310-101	PROPERTY TAX LEVY - SRA	0.00	73,459.02	74,794.00	98.22	1,334.98
01-00-310-102	PROPERTY TAX LEVY - ROAD & BRIDGE	366.80	119,132.64	121,227.00	98.27	2,094.36
Net PROPERTY TAX		366.80	192,591.66	196,021.00	98.25	3,429.34
OTHER TAXES						
01-00-310-200	HOME RULE SALES TAX-1%	232,290.95	1,590,399.84	2,370,000.00	67.11	779,600.16
01-00-310-201	MUNICIPAL SALES TAX	421,506.56	2,935,899.15	4,000,000.00	73.40	1,064,100.85
01-00-310-202	ILLINOIS INCOME TAX	70,978.30	712,682.35	854,000.00	83.45	141,317.65
01-00-310-203	AMUSEMENT TAX	4,791.97	39,282.82	65,748.00	59.75	26,465.18
01-00-310-204	REPLACEMENT TAX	0.00	1,704.63	1,250.00	136.37	(454.63)
01-00-310-205	UTILITY TAX	60,464.94	444,029.76	812,000.00	54.68	367,970.24
01-00-310-206	LOCAL GAS TAX	20,952.55	170,629.65	253,326.00	67.36	82,696.35
01-00-310-208	PLACES OF EATING TAX	51,927.34	366,910.70	450,000.00	81.54	83,089.30
01-00-310-209	WATER TAX	16,317.96	104,011.59	157,500.00	66.04	53,488.41
01-00-310-210	WATER TAX - UNINCORPORATED	0.00	95.11	160.00	59.44	64.89
01-00-310-211	HOTEL/MOTEL TAX	36,715.07	160,409.95	184,119.00	87.12	23,709.05
01-00-310-212	SELF-STORAGE FACILITY TAX	28,383.42	111,497.56	121,125.00	92.05	9,627.44
Net OTHER TAXES		944,329.06	6,637,553.11	9,269,228.00	71.61	2,631,674.89
LICENSES						
01-00-310-302	LIQUOR LICENSES	100.00	13,175.00	87,650.00	15.03	74,475.00
01-00-310-303	BUSINESS LICENSES	(157.50)	1,504.50	105,000.00	1.43	103,495.50
01-00-310-304	VIDEO GAMING LICENSES	0.00	5,750.00	10,000.00	57.50	4,250.00
01-00-310-305	VENDING MACHINE LICENSES	0.00	0.00	2,500.00	0.00	2,500.00
01-00-310-306	SCAVENGER LICENSES	0.00	0.00	7,000.00	0.00	7,000.00
Net LICENSES		(57.50)	20,429.50	212,150.00	9.63	191,720.50
PERMITS						
01-00-310-401	BUILDING PERMITS	44,603.53	259,343.89	300,000.00	86.45	40,656.11
01-00-310-402	SIGN PERMITS	205.00	7,784.80	10,000.00	77.85	2,215.20
01-00-310-404	COUNTY BMP FEE	0.00	0.00	500.00	0.00	500.00
01-00-310-405	SPECIAL HAULING PERMITS (OXCART)	340.00	1,450.00	3,000.00	48.33	1,550.00
Net PERMITS		45,148.53	268,578.69	313,500.00	85.67	44,921.31
FINES						
01-00-310-501	CIRCUIT COURT FINES	6,829.25	75,263.66	108,559.00	69.33	33,295.34
01-00-310-502	TRAFFIC FINES	9,925.00	58,815.00	36,614.00	160.64	(22,201.00)
01-00-310-503	RED LIGHT FINES	93,071.00	537,171.00	600,000.00	89.53	62,829.00
01-00-310-504	DUI FINES	0.00	1,050.00	2,762.00	38.02	1,712.00
01-00-310-505	OVERWEIGHT TRUCK FINES	100.00	5,015.00	9,632.00	52.07	4,617.00
Net FINES		109,925.25	677,314.66	757,567.00	89.41	80,252.34
OVERHEAD REIMBURSEMENT						
01-00-310-601	ADMINISTRATIVE SUPPORT REIMB - WATE	0.00	343,904.50	647,154.00	53.14	303,249.50
Net OVERHEAD REIMBURSEMENT		0.00	343,904.50	647,154.00	53.14	303,249.50



REVENUE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/2021	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 01 - GENERAL FUND						
CHARGES & FEES						
01-00-310-700	PLANNING APPLICATION FEES	0.00	0.00	10,000.00	0.00	10,000.00
01-00-310-701	PUBLIC HEARING FEES	0.00	0.00	2,500.00	0.00	2,500.00
01-00-310-702	PLANNING REVIEW FEES	0.00	0.00	2,500.00	0.00	2,500.00
01-00-310-704	ACCIDENT REPORT COPIES	285.00	1,770.00	2,000.00	88.50	230.00
01-00-310-705	VIDEO GAMING TERMINAL INCOME	5,938.13	54,772.79	36,000.00	152.15	(18,772.79)
01-00-310-723	ELEVATOR INSPECTION FEES	700.00	1,750.00	12,000.00	14.58	10,250.00
01-00-310-724	BURGLAR ALARM FEES	0.00	420.00	10,000.00	4.20	9,580.00
Net CHARGES & FEES		6,923.13	58,712.79	75,000.00	78.28	16,287.21
PARK & RECREATION CHARGES						
01-00-310-813	PARK & REC CONTRIBUTION	0.00	0.00	3,000.00	0.00	3,000.00
01-00-310-814	PARK PERMIT FEES	0.00	2,500.00	3,000.00	83.33	500.00
01-00-310-815	SUMMER RECREATION FEES	0.00	1,405.00	7,650.00	18.37	6,245.00
01-00-310-819	BURR RIDGE/WILLOWBROOK BASEBALL R	0.00	0.00	6,500.00	0.00	6,500.00
01-00-310-820	HOLIDAY CONTRIBUTION	2,450.00	2,450.00	2,600.00	94.23	150.00
01-00-310-823	SPRING RECREATION FEES	0.00	0.00	200.00	0.00	200.00
Net PARK & RECREATION CHARGES		2,450.00	6,355.00	22,950.00	27.69	16,595.00
OTHER REVENUE						
01-00-310-901	REIMBURSEMENTS - IRMA	24,835.00	112,628.75	0.00	100.00	(112,628.75)
01-00-310-903	REIMBURSEMENTS - POLICE TRAINING	464.00	17,581.76	0.00	100.00	(17,581.76)
01-00-310-909	SALE - FIXED ASSETS	0.00	0.00	7,500.00	0.00	7,500.00
01-00-310-910	REIMBURSEMENTS - TREE PLANTING	0.00	500.00	500.00	100.00	0.00
01-00-310-911	REIMBURSEMENTS - RED LIGHT ENERGY	0.00	671.03	1,440.00	46.60	768.97
01-00-310-913	OTHER RECEIPTS	1,803.78	7,056.61	0.00	100.00	(7,056.61)
01-00-310-915	REIMBURSEMENTS - POLICE SPECIAL DET	0.00	5,504.00	5,000.00	110.08	(504.00)
01-00-310-917	REIMBURSEMENTS - PUBLIC WORKS OTHE	0.00	5,965.00	23,430.00	25.46	17,465.00
01-00-310-921	OTHER GRANTS	0.00	1,398.00	0.00	100.00	(1,398.00)
01-00-310-922	FEDERAL/STATE GRANTS	2,072.47	60,488.40	136,741.00	44.24	76,252.60
01-00-310-925	NICOR GAS ANNUAL PAYMENT	0.00	0.00	14,000.00	0.00	14,000.00
01-00-310-926	CABLE FRANCHISE FEES	37,796.33	122,941.18	192,000.00	64.03	69,058.82
01-00-310-928	DRUG FORFEITURES - STATE	0.00	0.00	500.00	0.00	500.00
01-00-310-929	DRUG FORFEITURES - FEDERAL	0.00	424.00	500.00	84.80	76.00
Net OTHER REVENUE		66,971.58	335,158.73	381,611.00	87.83	46,452.27
NON-OPERATING						
01-00-320-108	INTEREST INCOME	0.00	800.89	9,000.00	8.90	8,199.11
Net NON-OPERATING		0.00	800.89	9,000.00	8.90	8,199.11

Fund 01 - GENERAL FUND:

TOTAL REVENUES	1,176,056.85	8,541,399.53	11,884,181.00	71.87	3,342,781.47
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Fund 02 - WATER FUND

## NON-OPERATING

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/2021	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 06 - SSA ONE BOND & INTEREST FUND						
06-00-320-108	INTEREST INCOME	0.00	4.40	240.00	1.83	235.60
Net NON-OPERATING		0.00	4.40	240.00	1.83	235.60
Fund 06 - SSA ONE BOND & INTEREST FUND:						
TOTAL REVENUES		0.00	323,805.82	320,825.00	100.93	(2,980.82)
Fund 07 - POLICE PENSION FUND						
OTHER REVENUE						
07-00-310-607	VILLAGE CONTRIBUTION	91,614.92	687,111.90	1,190,994.00	57.69	503,882.10
07-00-310-906	POLICE CONTRIBUTIONS	19,289.58	147,326.28	257,599.00	57.19	110,272.72
Net OTHER REVENUE		110,904.50	834,438.18	1,448,593.00	57.60	614,154.82
NON-OPERATING						
07-00-320-108	INTEREST INCOME	175,860.61	374,260.16	500,000.00	74.85	125,739.84
07-00-320-110	UNREALIZED GAIN (LOSS) ON INVESTMENT	(476,020.25)	636,140.57	0.00	100.00	(636,140.57)
07-00-320-111	GAIN (LOSS) ON INVESTMENTS	0.00	84,482.00	0.00	100.00	(84,482.00)
Net NON-OPERATING		(300,159.64)	1,094,882.73	500,000.00	218.98	(594,882.73)
Fund 07 - POLICE PENSION FUND:						
TOTAL REVENUES		(189,255.14)	1,929,320.91	1,948,593.00	99.01	19,272.09
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND						
NON-OPERATING						
09-00-320-108	INTEREST INCOME	0.00	101.29	960.00	10.55	858.71
Net NON-OPERATING		0.00	101.29	960.00	10.55	858.71
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND:						
TOTAL REVENUES		0.00	101.29	960.00	10.55	858.71
Fund 11 - DEBT SERVICE FUND						
TRANSFERS IN						
11-00-330-101	TRANSFER FROM GENERAL FUND	0.00	47,819.50	280,739.00	17.03	232,919.50
11-00-330-102	TRANSFER FROM WATER	0.00	3,923.50	45,918.00	8.54	41,994.50
Net TRANSFERS IN		0.00	51,743.00	326,657.00	15.84	274,914.00

REVENUE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
ACTIVITY FOR  
MONTH  
11/30/2021

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/2021	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 11 - DEBT SERVICE FUND						
Fund 11 - DEBT SERVICE FUND:						
TOTAL REVENUES		0.00	51,743.00	326,657.00	15.84	274,914.00
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & OTHER REVENUE						
14-00-310-920	DCEO GRANT #1	0.00	0.00	225,000.00	0.00	225,000.00
14-00-310-921	DCEO GRANT #2	0.00	0.00	500,000.00	0.00	500,000.00
Net OTHER REVENUE		0.00	0.00	725,000.00	0.00	725,000.00
TRANSFERS IN						
14-00-330-101	TRANSFER FROM GENERAL FUND	0.00	0.00	926,895.00	0.00	926,895.00
Net TRANSFERS IN		0.00	0.00	926,895.00	0.00	926,895.00
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & :						
TOTAL REVENUES		0.00	0.00	1,651,895.00	0.00	1,651,895.00
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX OTHER TAXES						
15-00-310-201	BUSINESS DISTRICT SALES TAX TOWN CE	56,847.40	367,585.62	500,000.00	73.52	132,414.38
Net OTHER TAXES		56,847.40	367,585.62	500,000.00	73.52	132,414.38
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX:						
TOTAL REVENUES		56,847.40	367,585.62	500,000.00	73.52	132,414.38
Fund 16 - AMERICAN RESCUE PLAN ACT FUND NON-OPERATING						
16-00-320-108	INTEREST INCOME	0.00	14.38	0.00	100.00	(14.38)
Net NON-OPERATING		0.00	14.38	0.00	100.00	(14.38)
Fund 16 - AMERICAN RESCUE PLAN ACT FUND:						
TOTAL REVENUES		0.00	14.38	0.00	100.00	(14.38)

REVENUE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
ACTIVITY FOR  
MONTH  
11/30/2021

DB. Willowbrook		ACTIVITY FOR		2021-22		
GL NUMBER	DESCRIPTION	MONTH	YTD BALANCE	ORIGINAL	% BDGT	AVAILABLE
		11/30/2021	11/30/2021	BUDGET	USED	BALANCE
TOTAL REVENUES - ALL FUNDS		1,402,427.69	13,623,576.63	20,117,381.00	67.72	6,493,804.37

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

		ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL	USED	BALANCE		AVAIL.
GL NUMBER	DESCRIPTION	11/30/21	11/30/2021	BUDGET				
Fund 01 - GENERAL FUND								
Dept 05 - VILLAGE BOARD & CLERK								
GENERAL MANAGEMENT								
01-05-400-147	MEDICARE	92.65	610.91	887.00	68.87	276.09	1,774.00	1,163.09
01-05-400-161	SOCIAL SECURITY	396.17	2,612.15	3,794.00	68.85	1,181.85	7,588.00	4,975.85
01-05-410-101	SALARY - MAYOR & VILLAGE BO	5,600.00	36,600.00	54,000.00	67.78	17,400.00	108,000.00	71,400.00
01-05-410-125	SALARY - VILLAGE CLERK	600.00	4,200.00	7,200.00	58.33	3,000.00	14,400.00	10,200.00
01-05-410-141	LIFE INSURANCE - ELECTED OF	76.80	527.36	864.00	61.04	336.64	1,728.00	1,200.64
01-05-410-201	PHONE - TELEPHONES	44.64	270.61	696.00	38.88	425.39	1,392.00	1,121.39
01-05-410-301	OFFICE SUPPLIES	0.00	41.81	500.00	8.36	458.19	1,000.00	958.19
01-05-410-302	PRINTING & PUBLISHING	0.00	0.00	250.00	0.00	250.00	500.00	500.00
01-05-410-303	FUEL/MILEAGE/WASH	0.00	0.00	100.00	0.00	100.00	200.00	200.00
01-05-410-304	SCHOOLS/CONFERENCES/TRA	487.00	2,361.00	5,770.00	40.92	3,409.00	11,540.00	9,179.00
01-05-410-305	STRATEGIC PLANNING	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	0.00	839.30	2,400.00	34.97	1,560.70	4,800.00	3,960.70
GENERAL MANAGEMENT		7,297.26	48,063.14	81,461.00	59.00	33,397.86	162,922.00	114,858.86
COMMUNITY RELATIONS								
01-05-420-365	PUBLIC RELATIONS	0.00	40.93	500.00	8.19	459.07	1,000.00	959.07
COMMUNITY RELATIONS		0.00	40.93	500.00	8.19	459.07	1,000.00	959.07
DATA PROCESSING								
01-05-417-212	EDP EQUIPMENT/SOFTWARE	0.00	1,485.00	5,250.00	28.29	3,765.00	10,500.00	9,015.00
DATA PROCESSING		0.00	1,485.00	5,250.00	28.29	3,765.00	10,500.00	9,015.00
Total Dept 05 - VILLAGE BOARD & CLERK		7,297.26	49,589.07	87,211.00	56.86	37,621.93	174,422.00	124,832.93
Dept 07 - BOARD OF POLICE COMMISSIONERS								
ADMINISTRATION								
01-07-400-147	MEDICARE	0.00	0.00	14.00	0.00	14.00	28.00	28.00
01-07-400-161	SOCIAL SECURITY	0.00	0.00	62.00	0.00	62.00	124.00	124.00
01-07-435-148	LIFE INSURANCE - COMMISSIO	17.40	119.48	228.00	52.40	108.52	456.00	336.52
01-07-435-239	FEES - BOPC ATTORNEY	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
01-07-435-301	OFFICE SUPPLIES	0.00	0.00	100.00	0.00	100.00	200.00	200.00
01-07-435-302	PRINTING & PUBLISHING	0.00	348.00	4,000.00	8.70	3,652.00	8,000.00	7,652.00
01-07-435-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	0.00	375.00	500.00	75.00	125.00	1,000.00	625.00
01-07-435-311	POSTAGE & METER RENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
ADMINISTRATION		17.40	842.48	11,404.00	7.39	10,561.52	22,808.00	21,965.52
OTHER								
01-07-440-542	EXAMS - WRITTEN	0.00	0.00	15,000.00	0.00	15,000.00	30,000.00	30,000.00
01-07-440-543	EXAMS - PHYSICAL	0.00	252.50	2,000.00	12.63	1,747.50	4,000.00	3,747.50
01-07-440-544	EXAMS - PSYCHOLOGICAL	8,965.25	8,965.25	2,500.00	358.61	(6,465.25)	5,000.00	(3,965.25)
01-07-440-545	EXAMS - POLYGRAPH	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
OTHER		8,965.25	9,217.75	21,000.00	43.89	11,782.25	42,000.00	32,782.25

EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
Total Dept 07 - BOARD OF POLICE COMMISSIONERS		8,982.65	10,060.23	32,404.00	31.05	22,343.77	64,808.00	54,747.77
Dept 10 - ADMINISTRATION								
GENERAL MANAGEMENT								
01-10-400-147	MEDICARE	432.36	3,199.14	5,754.00	55.60	2,554.86	11,508.00	8,308.86
01-10-400-151	IMRF	7,446.50	55,162.50	94,735.00	58.23	39,572.50	189,470.00	134,307.50
01-10-400-161	SOCIAL SECURITY	926.83	12,180.85	21,408.00	56.90	9,227.15	42,816.00	30,635.15
01-10-400-171	SUI - UNEMPLOYMENT	0.00	73.57	1,272.00	5.78	1,198.43	2,544.00	2,470.43
01-10-455-101	SALARIES - MANAGEMENT STA	14,985.12	111,836.65	194,306.00	57.56	82,469.35	388,612.00	276,775.35
01-10-455-102	OVERTIME	535.73	2,021.13	3,000.00	67.37	978.87	6,000.00	3,978.87
01-10-455-105	ASSISTANT VILLAGE ADMINISTR	9,522.56	71,419.20	123,792.00	57.69	52,372.80	247,584.00	176,164.80
01-10-455-107	ADMINISTRATIVE INTERN	0.00	0.00	12,480.00	0.00	12,480.00	24,960.00	24,960.00
01-10-455-126	SALARIES - CLERICAL	4,863.36	36,347.20	63,223.00	57.49	26,875.80	126,446.00	90,098.80
01-10-455-131	PERSONNEL RECRUITMENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-10-455-141	HEALTH/DENTAL/LIFE INSURAN	3,575.30	25,675.85	46,600.00	55.10	20,924.15	93,200.00	67,524.15
01-10-455-201	PHONE - TELEPHONES	761.90	10,460.03	21,600.00	48.43	11,139.97	43,200.00	32,739.97
01-10-455-266	CODIFY ORDINANCES	1,415.68	2,626.68	4,000.00	65.67	1,373.32	8,000.00	5,373.32
01-10-455-301	OFFICE SUPPLIES	531.47	5,178.00	6,000.00	86.30	822.00	12,000.00	6,822.00
01-10-455-302	PRINTING, PUBLISHING & TRAN	126.00	2,356.41	4,000.00	58.91	1,643.59	8,000.00	5,643.59
01-10-455-303	FUEL/MILEAGE/WASH	441.48	697.10	700.00	99.59	2.90	1,400.00	702.90
01-10-455-304	SCHOOLS/CONFERENCES/TRA	404.00	1,124.00	1,000.00	112.40	(124.00)	2,000.00	876.00
01-10-455-305	STRATEGIC PLANNING	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-10-455-306	CONSULTING	22,599.61	38,662.11	70,000.00	55.23	31,337.89	140,000.00	101,337.89
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	72.98	10,448.90	13,000.00	80.38	2,551.10	26,000.00	15,551.10
01-10-455-311	POSTAGE & METER RENT	(3.75)	1,023.48	4,500.00	22.74	3,476.52	9,000.00	7,976.52
01-10-455-315	COPY SERVICE	672.84	2,946.02	7,000.00	42.09	4,053.98	14,000.00	11,053.98
01-10-455-355	COMMISSARY PROVISION	192.44	1,297.38	2,750.00	47.18	1,452.62	5,500.00	4,202.62
GENERAL MANAGEMENT		69,502.41	394,736.20	703,620.00	56.10	308,883.80	1,407,240.00	1,012,503.80
COMMUNITY RELATIONS								
01-10-475-365	PUBLIC RELATIONS	0.00	2,072.93	23,000.00	9.01	20,927.07	46,000.00	43,927.07
01-10-475-367	CRISIS MANAGEMENT	11,450.00	18,114.04	30,000.00	60.38	11,885.96	60,000.00	41,885.96
01-10-475-370	MEALS-ON-WHEELS	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
COMMUNITY RELATIONS		11,450.00	20,186.97	55,000.00	36.70	34,813.03	110,000.00	89,813.03
CAPITAL IMPROVEMENTS								
01-10-485-602	BUILDING IMPROVEMENTS	0.00	640.00	20,000.00	3.20	19,360.00	40,000.00	39,360.00
01-10-485-611	FURNITURE & OFFICE EQUIPME	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
CAPITAL IMPROVEMENTS		0.00	640.00	20,500.00	3.12	19,860.00	41,000.00	40,360.00
CONTINGENCIES								
01-10-490-799	CONTINGENCIES	4,990.50	4,990.50	10,000.00	49.91	5,009.50	20,000.00	15,009.50
CONTINGENCIES		4,990.50	4,990.50	10,000.00	49.91	5,009.50	20,000.00	15,009.50
DATA PROCESSING								
01-10-460-212	EDP EQUIPMENT/SOFTWARE	0.00	2,115.55	1,500.00	141.04	(615.55)	3,000.00	884.45
01-10-460-225	INTERNET/WEBSITE HOSTING	7,936.02	11,696.94	14,845.00	78.79	3,148.06	29,690.00	17,993.06

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
01-10-460-263	EDP LICENSES	1,639.92	20,451.00	27,133.00	75.37	6,682.00	54,266.00	33,815.00
01-10-460-265	CYBER DISRUPTION	4,750.00	50,418.75	18,129.00	278.11	(32,289.75)	36,258.00	(14,160.75)
01-10-460-267	DOCUMENT STORAGE/SCANNI	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
01-10-460-306	CONSULTING SERVICES - IT	536.96	32,507.32	20,411.00	159.26	(12,096.32)	40,822.00	8,314.68
DATA PROCESSING		14,862.90	117,189.56	87,018.00	134.67	(30,171.56)	174,036.00	56,846.44
BUILDINGS								
01-10-466-228	MAINTENANCE - BUILDING	6,762.41	20,026.10	60,000.00	33.38	39,973.90	120,000.00	99,973.90
01-10-466-236	NICOR GAS (835 MIDWAY)	76.54	447.86	2,000.00	22.39	1,552.14	4,000.00	3,552.14
01-10-466-240	ENERGY/COMED (835 MIDWAY)	1,049.96	1,578.81	2,500.00	63.15	921.19	5,000.00	3,421.19
01-10-466-251	SANITARY (835 MIDWAY)	0.00	299.60	700.00	42.80	400.40	1,400.00	1,100.40
01-10-466-293	LANDSCAPE - VILLAGE HALL	37.94	103.74	1,000.00	10.37	896.26	2,000.00	1,896.26
01-10-466-351	BUILDING MAINTENANCE SUPP	0.00	1,327.85	6,000.00	22.13	4,672.15	12,000.00	10,672.15
BUILDINGS		7,926.85	23,783.96	72,200.00	32.94	48,416.04	144,400.00	120,616.04
LEGAL								
01-10-470-239	FEES - VILLAGE ATTORNEY	10,351.40	51,432.67	100,000.00	51.43	48,567.33	200,000.00	148,567.33
01-10-470-241	FEES - SPECIAL ATTORNEY	3,651.00	3,727.50	10,000.00	37.28	6,272.50	20,000.00	16,272.50
01-10-470-242	FEES - LABOR COUNSEL	10,117.50	10,117.50	7,500.00	134.90	(2,617.50)	15,000.00	4,882.50
LEGAL		24,119.90	65,277.67	117,500.00	55.56	52,222.33	235,000.00	169,722.33
FINANCIAL CONSULTING								
01-10-471-252	FINANCIAL SERVICES	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-10-471-253	CONSULTING FEES - CLERICAL	4,620.00	20,776.20	50,000.00	41.55	29,223.80	100,000.00	79,223.80
FINANCIAL CONSULTING		4,620.00	20,776.20	50,500.00	41.14	29,723.80	101,000.00	80,223.80
RISK MANAGEMENT								
01-10-480-272	INSURANCE - IRMA	0.00	0.33	233,433.00	0.00	233,432.67	466,866.00	466,865.67
01-10-480-273	SELF INSURANCE - DEDUCTIBL	0.00	10,000.00	10,000.00	100.00	0.00	20,000.00	10,000.00
RISK MANAGEMENT		0.00	10,000.33	243,433.00	4.11	233,432.67	486,866.00	476,865.67
TRANSFERS TO OTHER FUNDS								
01-10-900-112	TRANSFER TO DEBT SERVICE -	0.00	47,819.50	280,739.00	17.03	232,919.50	561,478.00	513,658.50
01-10-900-114	TRANSFER TO LAFER	0.00	0.00	926,895.00	0.00	926,895.00	1,853,790.00	1,853,790.00
TRANSFERS TO OTHER FUNDS		0.00	47,819.50	1,207,634.00	3.96	1,159,814.50	2,415,268.00	2,367,448.50
Total Dept 10 - ADMINISTRATION		137,472.56	705,400.89	2,567,405.00	27.48	1,862,004.11	5,134,810.00	4,429,409.11
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT								
GENERAL MANAGEMENT								
01-15-400-147	MEDICARE	28.12	210.35	452.00	46.54	241.65	904.00	693.65
01-15-400-151	IMRF	495.38	3,702.31	6,440.00	57.49	2,737.69	12,880.00	9,177.69
01-15-400-161	SOCIAL SECURITY	120.28	899.67	1,932.00	46.57	1,032.33	3,864.00	2,964.33
01-15-400-171	SUI - UNEMPLOYMENT	0.00	0.00	161.00	0.00	161.00	322.00	322.00
01-15-510-126	SALARIES - CLERICAL	2,009.64	15,019.25	26,125.00	57.49	11,105.75	52,250.00	37,230.75



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Fund 01 - GENERAL FUND								
01-15-510-141	HEALTH/DENTAL/LIFE INSURAN	600.67	4,223.51	7,563.00	55.84	3,339.49	15,126.00	10,902.49
01-15-510-301	OFFICE SUPPLIES	0.00	35.00	150.00	23.33	115.00	300.00	265.00
01-15-510-302	PRINTING & PUBLISHING	0.00	547.00	2,500.00	21.88	1,953.00	5,000.00	4,453.00
01-15-510-311	POSTAGE & METER RENT	0.00	8.92	2,000.00	0.45	1,991.08	4,000.00	3,991.08
01-15-510-340	LIFE INSURANCE - PLAN COMMI	75.60	496.72	852.00	58.30	355.28	1,704.00	1,207.28
GENERAL MANAGEMENT		3,329.69	25,142.73	48,175.00	52.19	23,032.27	96,350.00	71,207.27
DATA PROCESSING								
01-15-515-263	EDP LICENSES	4.00	8.00	0.00	100.00	(8.00)	0.00	(8.00)
01-15-515-306	CONSULTING SERVICES	76.74	363.58	0.00	100.00	(363.58)	0.00	(363.58)
DATA PROCESSING		80.74	371.58	0.00	100.00	(371.58)	0.00	(371.58)
ENGINEERING								
01-15-520-245	FEES - ENGINEERING	0.00	2,544.72	2,000.00	127.24	(544.72)	4,000.00	1,455.28
01-15-520-246	FEES - COURT REPORTER	0.00	626.00	3,000.00	20.87	2,374.00	6,000.00	5,374.00
01-15-520-254	PLAN REVIEW - ENGINEER	0.00	476.00	7,500.00	6.35	7,024.00	15,000.00	14,524.00
01-15-520-257	PLAN REVIEW - PLANNER	0.00	48,052.53	125,000.00	38.44	76,947.47	250,000.00	201,947.47
01-15-520-258	PLAN REVIEW - TRAFFIC CONS	0.00	1,942.53	5,000.00	38.85	3,057.47	10,000.00	8,057.47
ENGINEERING		0.00	53,641.78	142,500.00	37.64	88,858.22	285,000.00	231,358.22
Total Dept 15 - PLANNING & ECONOMIC DEVELOPMEN		3,410.43	79,156.09	190,675.00	41.51	111,518.91	381,350.00	302,193.91
Dept 20 - PARKS & RECREATION								
CAPITAL IMPROVEMENTS								
01-20-595-643	POND IMPROVEMENTS	0.00	0.00	400.00	0.00	400.00	800.00	800.00
01-20-595-695	PARK IMPROVEMENTS - NEIGH	0.00	10,360.00	208,000.00	4.98	197,640.00	416,000.00	405,640.00
CAPITAL IMPROVEMENTS		0.00	10,360.00	208,400.00	4.97	198,040.00	416,800.00	406,440.00
ADMINISTRATION								
01-20-400-147	MEDICARE	41.89	397.89	606.00	65.66	208.11	1,212.00	814.11
01-20-400-151	IMRF	716.71	6,606.16	9,069.00	72.84	2,462.84	18,138.00	11,531.84
01-20-400-161	SOCIAL SECURITY	179.11	1,701.34	2,593.00	65.61	891.66	5,186.00	3,484.66
01-20-400-171	SUI - UNEMPLOYMENT	0.00	86.09	321.00	26.82	234.91	642.00	555.91
01-20-455-201	PHONE - TELEPHONES	184.20	1,293.24	2,208.00	58.57	914.76	4,416.00	3,122.76
01-20-550-101	SALARIES - PERMANENT EMPL	2,244.36	20,459.62	31,790.00	64.36	11,330.38	63,580.00	43,120.38
01-20-550-148	LIFE INSURANCE - COMMISSIO	0.00	0.00	636.00	0.00	636.00	1,272.00	1,272.00
01-20-550-301	OFFICE/GENERAL PROGRAM S	12.45	12.45	1,000.00	1.25	987.55	2,000.00	1,987.55
01-20-550-302	PRINTING & PUBLISHING	0.00	0.00	13,500.00	0.00	13,500.00	27,000.00	27,000.00
01-20-550-311	POSTAGE & METER RENT	0.00	0.51	1,500.00	0.03	1,499.49	3,000.00	2,999.49
ADMINISTRATION		3,378.72	30,557.30	63,223.00	48.33	32,665.70	126,446.00	95,888.70
DATA PROCESSING								
01-20-555-212	EDP EQUIPMENT/SOFTWARE	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
01-20-555-263	EDP LICENSES	0.00	44.97	180.00	24.98	135.03	360.00	315.03
01-20-555-306	CONSULTING - PROGRAM HOST	76.74	191.08	15,000.00	1.27	14,808.92	30,000.00	29,808.92
DATA PROCESSING		76.74	236.05	17,680.00	1.34	17,443.95	35,360.00	35,123.95

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Fund 01 - GENERAL FUND								
MAINTENANCE								
01-20-570-102	OVERTIME	663.20	6,340.27	5,000.00	126.81	(1,340.27)	10,000.00	3,659.73
01-20-570-103	PART TIME - LABOR	0.00	855.50	1,575.00	54.32	719.50	3,150.00	2,294.50
01-20-570-228	MAINTENANCE - PARK BUILDIN	0.00	0.00	2,386.00	0.00	2,386.00	4,772.00	4,772.00
01-20-570-235	NICOR GAS (825 MIDWAY)	0.00	0.00	1,200.00	0.00	1,200.00	2,400.00	2,400.00
01-20-570-250	SANITARY (825 MIDWAY)	0.00	9.24	50.00	18.48	40.76	100.00	90.76
01-20-570-278	SANITARY (PARKS)	0.00	52.54	200.00	26.27	147.46	400.00	347.46
01-20-570-280	BALLFIELD MAINTENANCE	0.00	8,664.53	12,000.00	72.20	3,335.47	24,000.00	15,335.47
01-20-570-281	CONTRACTED MAINTENANCE &	28,878.88	139,729.55	125,100.00	111.69	(14,629.55)	250,200.00	110,470.45
01-20-570-331	MAINTENANCE SUPPLIES	0.00	1,847.41	5,000.00	36.95	3,152.59	10,000.00	8,152.59
01-20-570-411	MAINTENANCE - EQUIPMENT	445.00	752.15	4,000.00	18.80	3,247.85	8,000.00	7,247.85
MAINTENANCE		29,987.08	158,251.19	156,511.00	101.11	(1,740.19)	313,022.00	154,770.81
SUMMER PROGRAM								
01-20-575-119	SUMMER PROGRAM MATERIAL	0.00	3,629.79	7,800.00	46.54	4,170.21	15,600.00	11,970.21
01-20-575-517	SENIORS PROGRAM-SUMMER	0.00	0.00	5,400.00	0.00	5,400.00	10,800.00	10,800.00
SUMMER PROGRAM		0.00	3,629.79	13,200.00	27.50	9,570.21	26,400.00	22,770.21
FALL PROGRAM								
01-20-580-118	FALL PROGRAM MATERIALS & S	0.00	0.00	600.00	0.00	600.00	1,200.00	1,200.00
01-20-580-517	SENIORS PROGRAM-FALL	0.00	0.00	5,400.00	0.00	5,400.00	10,800.00	10,800.00
FALL PROGRAM		0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00
WINTER/SPECIAL PROGRAMS								
01-20-585-121	WINTER PROGRAM MATERIALS	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-20-585-150	CHILDRENS SPECIAL EVENTS -	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00
01-20-585-151	FAMILY SPECIAL EVENT - MOVIE	0.00	1,460.00	1,500.00	97.33	40.00	3,000.00	1,540.00
01-20-585-152	FAMILY SPECIAL EVENT - TREE	0.00	0.00	5,200.00	0.00	5,200.00	10,400.00	10,400.00
01-20-585-153	FAMILY SPECIAL EVENT - BACK	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-20-585-154	FAMILY SPECIAL EVENT - RACE	0.00	0.00	5,200.00	0.00	5,200.00	10,400.00	10,400.00
01-20-585-155	CHILDREN'S HOLIDAY PARTY	4,250.00	4,250.00	5,200.00	81.73	950.00	10,400.00	6,150.00
01-20-585-157	COMMUNITY PICNIC	0.00	0.00	3,600.00	0.00	3,600.00	7,200.00	7,200.00
01-20-585-517	SENIORS PROGRAM-WINTER/S	0.00	0.00	5,400.00	0.00	5,400.00	10,800.00	10,800.00
WINTER/SPECIAL PROGRAMS		4,250.00	5,710.00	30,600.00	18.66	24,890.00	61,200.00	55,490.00
SPRING PROGRAM								
01-20-586-121	SPRING PROGRAM MATERIALS	0.00	0.00	300.00	0.00	300.00	600.00	600.00
SPRING PROGRAM		0.00	0.00	300.00	0.00	300.00	600.00	600.00
SPECIAL RECREATION								
01-20-590-518	SPECIAL RECREATION ASSOC P	0.00	19,655.43	39,310.00	50.00	19,654.57	78,620.00	58,964.57
01-20-590-519	ADA PARK MAINTENANCE	0.00	1,000.00	4,880.00	20.49	3,880.00	9,760.00	8,760.00
01-20-590-520	ADA RECREATION ACCOMMODA	0.00	275.00	6,500.00	4.23	6,225.00	13,000.00	12,725.00
01-20-590-521	ADA PARK IMPROVEMENTS	0.00	0.00	128,550.00	0.00	128,550.00	257,100.00	257,100.00
SPECIAL RECREATION		0.00	20,930.43	179,240.00	11.68	158,309.57	358,480.00	337,549.57
Total Dept 20 - PARKS & RECREATION		37,692.54	229,674.76	675,154.00	34.02	445,479.24	1,350,308.00	1,120,633.24

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
Dept 25 - FINANCE DEPARTMENT								
GENERAL MANAGEMENT								
01-25-400-147	MEDICARE	257.28	2,124.96	3,805.00	55.85	1,680.04	7,610.00	5,485.04
01-25-400-151	IMRF	744.40	31,473.83	55,104.00	57.12	23,630.17	110,208.00	78,734.17
01-25-400-161	SOCIAL SECURITY	1,100.08	9,085.98	15,476.00	58.71	6,390.02	30,952.00	21,866.02
01-25-400-171	SUI - UNEMPLOYMENT	0.00	80.95	963.00	8.41	882.05	1,926.00	1,845.05
01-25-610-101	SALARIES - MANAGEMENT STA	11,971.20	89,534.56	155,625.00	57.53	66,090.44	311,250.00	221,715.44
01-25-610-102	OVERTIME	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-25-610-126	SALARIES - CLERICAL	6,176.78	58,130.70	105,806.00	54.94	47,675.30	211,612.00	153,481.30
01-25-610-141	HEALTH/DENTAL/LIFE INSURAN	2,988.47	23,260.89	39,944.00	58.23	16,683.11	79,888.00	56,627.11
01-25-610-201	PHONE - TELEPHONES	50.00	350.00	0.00	100.00	(350.00)	0.00	(350.00)
01-25-610-301	OFFICE SUPPLIES	0.00	379.10	2,500.00	15.16	2,120.90	5,000.00	4,620.90
01-25-610-302	PRINTING & PUBLISHING	900.00	900.00	1,500.00	60.00	600.00	3,000.00	2,100.00
01-25-610-303	FUEL/MILEAGE/WASH	0.00	0.00	250.00	0.00	250.00	500.00	500.00
01-25-610-304	SCHOOLS/CONFERENCES/TRA	0.00	135.00	1,800.00	7.50	1,665.00	3,600.00	3,465.00
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	350.00	823.02	1,655.00	49.73	831.98	3,310.00	2,486.98
01-25-610-311	POSTAGE & METER RENT	0.00	35.19	250.00	14.08	214.81	500.00	464.81
GENERAL MANAGEMENT		24,538.21	216,314.18	385,678.00	56.09	169,363.82	771,356.00	555,041.82
DATA PROCESSING								
01-25-615-212	EDP EQUIPMENT/SOFTWARE	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
01-25-615-263	EDP LICENSES	12,355.00	12,379.86	12,780.00	96.87	400.14	25,560.00	13,180.14
01-25-615-267	DOCUMENT STORAGE/SCANNI	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-25-615-306	IT - CONSULTING SERVICES	290.22	633.26	0.00	100.00	(633.26)	0.00	(633.26)
DATA PROCESSING		12,645.22	13,013.12	15,280.00	85.16	2,266.88	30,560.00	17,546.88
FINANCIAL CONSULTING								
01-25-620-251	AUDIT SERVICES	1,750.00	27,130.00	30,990.00	87.54	3,860.00	61,980.00	34,850.00
01-25-620-252	FINANCIAL SERVICES	0.00	3,090.00	4,475.00	69.05	1,385.00	8,950.00	5,860.00
FINANCIAL CONSULTING		1,750.00	30,220.00	35,465.00	85.21	5,245.00	70,930.00	40,710.00
Total Dept 25 - FINANCE DEPARTMENT		38,933.43	259,547.30	436,423.00	59.47	176,875.70	872,846.00	613,298.70
Dept 30 - POLICE DEPARTMENT								
CAPITAL IMPROVEMENTS								
01-30-630-403	IN-CAR CAMERA	0.00	0.00	22,000.00	0.00	22,000.00	44,000.00	44,000.00
01-30-680-625	NEW VEHICLES	0.00	77,065.90	168,000.00	45.87	90,934.10	336,000.00	258,934.10
01-30-680-642	COPY MACHINE	0.00	0.00	32,000.00	0.00	32,000.00	64,000.00	64,000.00
CAPITAL IMPROVEMENTS		0.00	77,065.90	222,000.00	34.71	144,934.10	444,000.00	366,934.10
CONTINGENCIES								
01-30-685-799	CONTINGENCIES	0.00	35.68	5,000.00	0.71	4,964.32	10,000.00	9,964.32
CONTINGENCIES		0.00	35.68	5,000.00	0.71	4,964.32	10,000.00	9,964.32
ADMINISTRATION								
01-30-400-147	MEDICARE	3,594.10	25,791.71	46,680.00	55.25	20,888.29	93,360.00	67,568.29

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

		ACTIVITY FOR		2021-22			APPROP.	APPROP.
GL NUMBER	DESCRIPTION	MONTH 11/30/21	YTD BALANCE 11/30/2021	ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE		AVAIL.
Fund 01 - GENERAL FUND								
01-30-400-151	IMRF	3,746.66	28,085.44	49,910.00	56.27	21,824.56	99,820.00	71,734.56
01-30-400-161	SOCIAL SECURITY	959.78	7,116.87	12,553.00	56.69	5,436.13	25,106.00	17,989.13
01-30-400-171	SUI - UNEMPLOYMENT	15.12	737.60	9,309.00	7.92	8,571.40	18,618.00	17,880.40
01-30-630-101	SALARIES - PERMANENT EMPL	183,369.17	1,375,219.41	2,718,117.00	50.59	1,342,897.59	5,436,234.00	4,061,014.59
01-30-630-102	OVERTIME	32,674.60	169,611.12	336,000.00	50.48	166,388.88	672,000.00	502,388.88
01-30-630-103	OVERTIME - SPECIAL DETAIL &	827.35	9,944.66	15,000.00	66.30	5,055.34	30,000.00	20,055.34
01-30-630-105	SALARIES-COPS GRANT OFFIC	17,756.64	135,735.73	230,832.00	58.80	95,096.27	461,664.00	325,928.27
01-30-630-126	SALARIES - CLERICAL	14,805.76	110,065.09	192,473.00	57.18	82,407.91	384,946.00	274,880.91
01-30-630-127	OVERTIME - CLERICAL	393.62	3,871.26	10,000.00	38.71	6,128.74	20,000.00	16,128.74
01-30-630-131	PERSONNEL RECRUITMENT	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-30-630-141	HEALTH/DENTAL/LIFE INSURAN	31,735.12	226,678.90	362,454.00	62.54	135,775.10	724,908.00	498,229.10
01-30-630-155	POLICE PENSION	91,614.92	687,111.90	1,190,994.00	57.69	503,882.10	2,381,988.00	1,694,876.10
01-30-630-201	PHONE - TELEPHONES	461.75	10,792.29	27,000.00	39.97	16,207.71	54,000.00	43,207.71
01-30-630-202	ACCREDITATION	0.00	4,324.48	9,000.00	48.05	4,675.52	18,000.00	13,675.52
01-30-630-241	FEES - FIELD COURT ATTORNE	0.00	11,495.00	20,000.00	57.48	8,505.00	40,000.00	28,505.00
01-30-630-245	FIRING RANGE	759.20	5,451.20	18,500.00	29.47	13,048.80	37,000.00	31,548.80
01-30-630-301	OFFICE SUPPLIES	496.03	2,727.84	5,000.00	54.56	2,272.16	10,000.00	7,272.16
01-30-630-302	PRINTING & PUBLISHING	219.63	773.93	4,000.00	19.35	3,226.07	8,000.00	7,226.07
01-30-630-303	FUEL/MILEAGE/WASH	5,631.58	34,106.43	50,000.00	68.21	15,893.57	100,000.00	65,893.57
01-30-630-304	SCHOOLS/CONFERENCES/TRA	1,124.00	7,317.00	40,000.00	18.29	32,683.00	80,000.00	72,683.00
01-30-630-305	TUITION REIMBURSEMENT	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	1,233.80	29,400.02	35,000.00	84.00	5,599.98	70,000.00	40,599.98
01-30-630-308	CADET PROGRAM	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-30-630-309	EMPLOYEE RECOGNITION	795.06	2,036.97	3,000.00	67.90	963.03	6,000.00	3,963.03
01-30-630-311	POSTAGE & METER RENT	10.10	1,380.46	4,200.00	32.87	2,819.54	8,400.00	7,019.54
01-30-630-315	COPY SERVICE	564.79	2,083.33	4,100.00	50.81	2,016.67	8,200.00	6,116.67
01-30-630-345	UNIFORMS	332.75	13,887.73	29,000.00	47.89	15,112.27	58,000.00	44,112.27
01-30-630-346	AMMUNITION	2,476.00	8,437.50	18,000.00	46.88	9,562.50	36,000.00	27,562.50
01-30-630-401	OPERATING EQUIPMENT	2,333.94	16,383.34	27,000.00	60.68	10,616.66	54,000.00	37,616.66
01-30-630-402	BODY CAMERAS	0.00	63,948.84	61,000.00	104.83	(2,948.84)	122,000.00	58,051.16
01-30-630-409	MAINTENANCE - VEHICLES	4,051.68	21,370.33	50,000.00	42.74	28,629.67	100,000.00	78,629.67
01-30-630-421	MAINTENANCE - RADIO EQUIPM	0.00	3,166.70	6,000.00	52.78	2,833.30	12,000.00	8,833.30
ADMINISTRATION		401,983.15	3,019,053.08	5,592,622.00	53.98	2,573,568.92	11,185,244.00	8,166,190.92
DATA PROCESSING								
01-30-640-212	EDP EQUIPMENT/SOFTWARE	150.00	4,033.77	3,040.00	132.69	(993.77)	6,080.00	2,046.23
01-30-640-225	INTERNET/WEBSITE HOSTING	400.00	2,800.00	4,800.00	58.33	2,000.00	9,600.00	6,800.00
01-30-640-263	EDP LICENSES	16.00	14,075.74	40,000.00	35.19	25,924.26	80,000.00	65,924.26
01-30-640-267	DOCUMENT STORAGE/SCANNI	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-30-640-306	CONSULTING - IT/GRANT	2,225.42	27,540.25	17,703.00	155.57	(9,837.25)	35,406.00	7,865.75
DATA PROCESSING		2,791.42	48,449.76	67,543.00	71.73	19,093.24	135,086.00	86,636.24
BUILDINGS								
01-30-630-228	MAINTENANCE - BUILDING	2,553.15	20,240.75	60,000.00	33.73	39,759.25	120,000.00	99,759.25
01-30-630-235	NICOR GAS (7760 QUINCY)	169.45	1,019.32	5,000.00	20.39	3,980.68	10,000.00	8,980.68
01-30-630-250	SANITARY (7760 QUINCY)	0.00	523.32	1,000.00	52.33	476.68	2,000.00	1,476.68
01-30-630-351	BUILDING MAINTENANCE SUPP	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00
BUILDINGS		2,722.60	21,783.39	69,000.00	31.57	47,216.61	138,000.00	116,216.61

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
RISK MANAGEMENT								
01-30-645-273	SELF INSURANCE - DEDUCTIBL	0.00	895.72	20,000.00	4.48	19,104.28	40,000.00	39,104.28
RISK MANAGEMENT		0.00	895.72	20,000.00	4.48	19,104.28	40,000.00	39,104.28
CONSTRUCTION								
01-30-635-288	BUILDING CONSTR & REMODEL	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
CONSTRUCTION		0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
PATROL								
01-30-650-268	ANIMAL CONTROL	0.00	0.00	800.00	0.00	800.00	1,600.00	1,600.00
01-30-650-343	JAIL SUPPLIES	16.18	9,241.41	10,000.00	92.41	758.59	20,000.00	10,758.59
01-30-650-348	DRUG FORFEITURE- STATE	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-30-650-349	DRUG FORFEITURE - FEDERAL	0.00	424.00	500.00	84.80	76.00	1,000.00	576.00
PATROL		16.18	9,665.41	11,800.00	81.91	2,134.59	23,600.00	13,934.59
INVESTIGATIVE								
01-30-655-339	CONFIDENTIAL FUNDS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-30-655-405	FURNITURE & OFFICE EQUIPME	0.00	20,650.00	21,000.00	98.33	350.00	42,000.00	21,350.00
INVESTIGATIVE		0.00	20,650.00	21,500.00	96.05	850.00	43,000.00	22,350.00
TRAFFIC SAFETY								
01-30-660-105	PART TIME - CROSSING GUARD	610.90	2,732.08	5,323.00	51.33	2,590.92	10,646.00	7,913.92
01-30-660-205	BIKE PROGRAM	0.00	6,000.00	6,000.00	100.00	0.00	12,000.00	6,000.00
TRAFFIC SAFETY		610.90	8,732.08	11,323.00	77.12	2,590.92	22,646.00	13,913.92
CRIME PREVENTION								
01-30-670-331	COMMODITIES	337.01	1,385.26	5,000.00	27.71	3,614.74	10,000.00	8,614.74
CRIME PREVENTION		337.01	1,385.26	5,000.00	27.71	3,614.74	10,000.00	8,614.74
TELECOMMUNICATIONS								
01-30-675-235	RADIO DISPATCHING	0.00	220,248.30	312,000.00	70.59	91,751.70	624,000.00	403,751.70
TELECOMMUNICATIONS		0.00	220,248.30	312,000.00	70.59	91,751.70	624,000.00	403,751.70
RED LIGHT								
01-30-630-246	RED LIGHT - ADJUDICATOR	594.00	3,344.00	6,000.00	55.73	2,656.00	12,000.00	8,656.00
01-30-630-247	RED LIGHT - CAMERA FEES	22,475.00	134,850.00	275,000.00	49.04	140,150.00	550,000.00	415,150.00
01-30-630-248	RED LIGHT - COM ED	113.28	673.53	2,000.00	33.68	1,326.47	4,000.00	3,326.47
01-30-630-249	RED LIGHT - MISC FEE	2,520.00	12,262.50	35,000.00	35.04	22,737.50	70,000.00	57,737.50
RED LIGHT		25,702.28	151,130.03	318,000.00	47.53	166,869.97	636,000.00	484,869.97
Total Dept 30 - POLICE DEPARTMENT		434,163.54	3,579,094.61	6,657,788.00	53.76	3,078,693.39	13,315,576.00	9,736,481.39

## EQUIPMENT REPAIR

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

		ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL	USED	BALANCE		AVAIL.
GL NUMBER	DESCRIPTION	11/30/21	11/30/2021	BUDGET				
Fund 01 - GENERAL FUND								
01-35-735-409	MAINTENANCE - VEHICLES	2,260.84	11,228.29	25,000.00	44.91	13,771.71	50,000.00	38,771.71
01-35-735-411	MAINTENANCE - EQUIPMENT	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
EQUIPMENT REPAIR		2,260.84	11,228.29	26,000.00	43.19	14,771.71	52,000.00	40,771.71
SNOW REMOVAL								
01-35-740-287	SNOW REMOVAL CONTRACT	0.00	59.37	80,000.00	0.07	79,940.63	160,000.00	159,940.63
01-35-740-411	MAINTENANCE - EQUIPMENT	0.00	0.00	8,800.00	0.00	8,800.00	17,600.00	17,600.00
SNOW REMOVAL		0.00	59.37	88,800.00	0.07	88,740.63	177,600.00	177,540.63
STREET LIGHTING								
01-35-745-207	ENERGY - STREET LIGHTS	2,498.63	12,181.90	21,000.00	58.01	8,818.10	42,000.00	29,818.10
01-35-745-223	MAINTENANCE - STREET LIGHT	0.00	7,638.50	25,000.00	30.55	17,361.50	50,000.00	42,361.50
01-35-745-224	MAINTENANCE - TRAFFIC SIGN	2,402.05	2,402.05	3,800.00	63.21	1,397.95	7,600.00	5,197.95
STREET LIGHTING		4,900.68	22,222.45	49,800.00	44.62	27,577.55	99,600.00	77,377.55
STORM WATER IMPROVEMENTS								
01-35-750-286	JET CLEANING CULVERT	11,920.00	24,345.20	20,000.00	121.73	(4,345.20)	40,000.00	15,654.80
01-35-750-289	SITE IMPROVEMENTS	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
01-35-750-290	EQUIPMENT RENTAL	1,673.86	3,170.36	3,500.00	90.58	329.64	7,000.00	3,829.64
01-35-750-328	STREET & ROW MAINTENANCE	31,824.20	170,173.95	175,000.00	97.24	4,826.05	350,000.00	179,826.05
01-35-750-338	TREE MAINTENANCE	39,803.00	79,823.00	180,000.00	44.35	100,177.00	360,000.00	280,177.00
01-35-750-381	STORM WATER IMPROVEMENT	6,605.43	89,645.93	92,500.00	96.91	2,854.07	185,000.00	95,354.07
STORM WATER IMPROVEMENTS		91,826.49	367,158.44	481,000.00	76.33	113,841.56	962,000.00	594,841.56
STREET MAINTENANCE								
01-35-755-279	TRASH REMOVAL	0.00	365.18	2,000.00	18.26	1,634.82	4,000.00	3,634.82
01-35-755-281	ROUTE 83 BEAUTIFICATION	15,806.81	40,784.05	55,000.00	74.15	14,215.95	110,000.00	69,215.95
01-35-755-284	BRUSH PICKUP	15,600.00	31,200.00	37,400.00	83.42	6,200.00	74,800.00	43,600.00
01-35-755-290	EQUIPMENT RENTAL	0.00	250.00	0.00	100.00	(250.00)	0.00	(250.00)
01-35-755-328	STREET & ROW MAINTENANCE	0.00	10,613.68	15,000.00	70.76	4,386.32	30,000.00	19,386.32
01-35-755-331	SALT	0.00	0.00	80,000.00	0.00	80,000.00	160,000.00	160,000.00
01-35-755-332	J.U.L.I.E.	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
01-35-755-333	ROAD SIGNS	527.25	9,662.59	19,700.00	49.05	10,037.41	39,400.00	29,737.41
01-35-755-401	OPERATING EQUIPMENT	0.00	3,300.25	7,000.00	47.15	3,699.75	14,000.00	10,699.75
STREET MAINTENANCE		31,934.06	96,175.75	218,600.00	44.00	122,424.25	437,200.00	341,024.25
NUISANCE CONTROL								
01-35-760-258	PEST CONTROL	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-35-760-259	MOSQUITO ABATEMENT	3,700.00	30,937.50	37,550.00	82.39	6,612.50	75,100.00	44,162.50
NUISANCE CONTROL		3,700.00	30,937.50	38,550.00	80.25	7,612.50	77,100.00	46,162.50
Total Dept 35 - PUBLIC WORKS DEPARTMENT		160,790.44	791,317.11	1,592,325.00	49.70	801,007.89	3,184,650.00	2,393,332.89

EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
01-40-400-147	MEDICARE	144.45	1,081.71	1,949.00	55.50	867.29	3,898.00	2,816.29
01-40-400-151	IMRF	2,498.99	18,717.86	33,138.00	56.48	14,420.14	66,276.00	47,558.14
01-40-400-161	SOCIAL SECURITY	617.62	4,625.06	8,335.00	55.49	3,709.94	16,670.00	12,044.94
01-40-400-171	SUI - UNEMPLOYMENT	0.00	0.00	482.00	0.00	482.00	964.00	964.00
01-40-810-101	SALARIES - PERMANENT EMPL	7,869.92	58,837.05	102,308.00	57.51	43,470.95	204,616.00	145,778.95
01-40-810-102	OVERTIME	258.23	1,438.73	6,000.00	23.98	4,561.27	12,000.00	10,561.27
01-40-810-126	SALARIES - CLERICAL	2,009.72	15,658.77	26,125.00	59.94	10,466.23	52,250.00	36,591.23
01-40-810-141	HEALTH/DENTAL/LIFE INSURAN	1,831.05	13,327.21	22,769.00	58.53	9,441.79	45,538.00	32,210.79
01-40-810-201	TELEPHONES	44.64	468.40	1,752.00	26.74	1,283.60	3,504.00	3,035.60
01-40-810-301	OFFICE SUPPLIES	0.00	464.25	1,500.00	30.95	1,035.75	3,000.00	2,535.75
01-40-810-302	PRINTING & PUBLISHING	0.00	986.55	750.00	131.54	(236.55)	1,500.00	513.45
01-40-810-303	FUEL/MILEAGE/WASH	62.24	387.61	500.00	77.52	112.39	1,000.00	612.39
01-40-810-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	1,200.00	0.00	1,200.00	2,400.00	2,400.00
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	0.00	175.00	500.00	35.00	325.00	1,000.00	825.00
01-40-810-311	POSTAGE & METER RENT	0.00	29.50	400.00	7.38	370.50	800.00	770.50
01-40-810-315	COPY SERVICE	328.25	2,582.95	5,000.00	51.66	2,417.05	10,000.00	7,417.05
01-40-810-345	UNIFORMS	0.00	346.76	800.00	43.35	453.24	1,600.00	1,253.24
01-40-810-409	MAINTENANCE - VEHICLES	0.00	570.45	2,000.00	28.52	1,429.55	4,000.00	3,429.55
GENERAL MANAGEMENT		15,665.11	119,697.86	215,508.00	55.54	95,810.14	431,016.00	311,318.14
DATA PROCESSING								
01-40-815-263	EDP LICENSES	4.00	16.57	0.00	100.00	(16.57)	0.00	(16.57)
01-40-815-267	DOCUMENT STORAGE/SCANNI	0.00	0.00	7,000.00	0.00	7,000.00	14,000.00	14,000.00
01-40-815-306	CONSULTING SERVICES	230.22	573.26	0.00	100.00	(573.26)	0.00	(573.26)
DATA PROCESSING		234.22	589.83	7,000.00	8.43	6,410.17	14,000.00	13,410.17
ENGINEERING								
01-40-820-246	FEES - DRAINAGE ENGINEER	0.00	0.00	1,200.00	0.00	1,200.00	2,400.00	2,400.00
01-40-820-254	PLAN REVIEW - CIVIL ENGINEE	4,988.00	13,362.78	14,000.00	95.45	637.22	28,000.00	14,637.22
01-40-820-255	PLAN REVIEW - STRUCTURAL	0.00	18,085.75	4,000.00	452.14	(14,085.75)	8,000.00	(10,085.75)
01-40-820-258	PLAN REVIEW - BUILDING CODE	12,266.00	89,365.75	140,000.00	63.83	50,634.25	280,000.00	190,634.25
ENGINEERING		17,254.00	120,814.28	159,200.00	75.89	38,385.72	318,400.00	197,585.72
INSPECTION								
01-40-830-109	PART TIME - INSPECTOR	4,893.00	25,335.00	45,000.00	56.30	19,665.00	90,000.00	64,665.00
01-40-830-115	PLUMBING INSPECTION	700.00	2,900.00	5,000.00	58.00	2,100.00	10,000.00	7,100.00
01-40-830-117	ELEVATOR INSPECTION	100.00	1,302.00	5,000.00	26.04	3,698.00	10,000.00	8,698.00
01-40-830-119	CODE ENFORCE INSPECTION	0.00	1,818.00	5,000.00	36.36	3,182.00	10,000.00	8,182.00
INSPECTION		5,693.00	31,355.00	60,000.00	52.26	28,645.00	120,000.00	88,645.00
Total Dept 40 - BUILDING & ZONING DEPARTMENT		38,846.33	272,456.97	441,708.00	61.68	169,251.03	883,416.00	610,959.03
Dept 53 - HOTEL/MOTEL COMMUNITY RELATIONS								
01-53-435-317	ADVERTISING	8,750.00	8,750.00	10,000.00	87.50	1,250.00	20,000.00	11,250.00
01-53-435-319	CHAMBER DIRECTORY	0.00	3,000.00	3,000.00	100.00	0.00	6,000.00	3,000.00



EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
COMMUNITY RELATIONS		8,750.00	11,750.00	13,000.00	90.38	1,250.00	26,000.00	14,250.00
SPECIAL EVENTS								
01-53-436-379	SPECIAL PROMOTIONAL EVENT	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
SPECIAL EVENTS		0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
Total Dept 53 - HOTEL/MOTEL		8,750.00	11,750.00	15,500.00	75.81	3,750.00	31,000.00	19,250.00
TOTAL EXPENDITURES		876,339.18	5,988,047.03	12,696,593.00	47.16	6,708,545.97	25,393,186.00	19,405,138.97

EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 02 - WATER FUND								
Dept 50 - WATER DEPARTMENT								
CAPITAL IMPROVEMENTS								
02-50-440-626	VEHICLES - NEW & OTHER	0.00	39,840.80	131,721.00	30.25	91,880.20	263,442.00	223,601.20
02-50-440-694	DISTRIBUTION SYSTEM REPLA	13,450.00	62,950.00	87,500.00	71.94	24,550.00	175,000.00	112,050.00
CAPITAL IMPROVEMENTS		13,450.00	102,790.80	219,221.00	46.89	116,430.20	438,442.00	335,651.20
ADMINISTRATION								
02-50-400-147	MEDICARE	283.57	2,007.53	2,798.00	71.75	790.47	5,596.00	3,588.47
02-50-400-151	IMRF	4,870.01	33,266.30	46,878.00	70.96	13,611.70	93,756.00	60,489.70
02-50-400-161	SOCIAL SECURITY	1,212.53	8,583.99	11,965.00	71.74	3,381.01	23,930.00	15,346.01
02-50-400-171	SUI - UNEMPLOYMENT	0.00	158.42	872.00	18.17	713.58	1,744.00	1,585.58
02-50-401-101	SALARIES - PERMANENT EMPL	13,576.07	94,486.54	134,801.00	70.09	40,314.46	269,602.00	175,115.46
02-50-401-102	OVERTIME	3,959.35	23,862.07	25,000.00	95.45	1,137.93	50,000.00	26,137.93
02-50-401-103	PART TIME - LABOR	312.00	6,947.50	2,813.00	246.98	(4,134.50)	5,626.00	(1,321.50)
02-50-401-126	SALARIES - CLERICAL	2,221.15	16,605.74	28,875.00	57.51	12,269.26	57,750.00	41,144.26
02-50-401-141	HEALTH/DENTAL/LIFE INSURAN	3,450.22	24,647.60	41,174.00	59.86	16,526.40	82,348.00	57,700.40
02-50-401-201	PHONE - TELEPHONES	259.39	2,444.39	4,495.00	54.38	2,050.61	8,990.00	6,545.61
02-50-401-301	OFFICE SUPPLIES	0.00	166.10	500.00	33.22	333.90	1,000.00	833.90
02-50-401-302	PRINTING & PUBLISHING	0.00	5,160.68	5,576.00	92.55	415.32	11,152.00	5,991.32
02-50-401-303	FUEL/MILEAGE/WASH	755.13	4,526.57	11,000.00	41.15	6,473.43	22,000.00	17,473.43
02-50-401-304	SCHOOLS CONFERENCE TRAV	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-401-307	FEES DUES SUBSCRIPTIONS	22.50	729.60	1,400.00	52.11	670.40	2,800.00	2,070.40
02-50-401-311	POSTAGE & METER RENT	0.00	858.12	6,000.00	14.30	5,141.88	12,000.00	11,141.88
02-50-401-405	FURNITURE & OFFICE EQUIPME	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
ADMINISTRATION		30,921.92	224,451.15	326,147.00	68.82	101,695.85	652,294.00	427,842.85
OTHER								
02-50-449-102	INTEREST - BOND	0.00	4,482.00	8,964.00	50.00	4,482.00	17,928.00	13,446.00
02-50-449-104	PRINCIPAL - BOND	0.00	0.00	11,829.00	0.00	11,829.00	23,658.00	23,658.00
02-50-449-105	INTEREST - IEPA LOAN	0.00	6,791.43	13,393.00	50.71	6,601.57	26,786.00	19,994.57
02-50-449-106	PRINCIPAL - IEPA LOAN	0.00	20,432.67	41,055.00	49.77	20,622.33	82,110.00	61,677.33
OTHER		0.00	31,706.10	75,241.00	42.14	43,534.90	150,482.00	118,775.90
DATA PROCESSING								
02-50-417-212	EDP EQUIPMENT/SOFTWARE	0.00	1,490.01	35,364.00	4.21	33,873.99	70,728.00	69,237.99
02-50-417-263	EDP LICENSES	1,090.00	1,914.06	15,647.00	12.23	13,732.94	31,294.00	29,379.94
02-50-417-306	IT CONSULTING	0.00	2,214.62	2,693.00	82.24	478.38	5,386.00	3,171.38
DATA PROCESSING		1,090.00	5,618.69	53,704.00	10.46	48,085.31	107,408.00	101,789.31
ENGINEERING								
02-50-405-245	FEES - ENGINEERING	0.00	2,080.00	60,500.00	3.44	58,420.00	121,000.00	118,920.00
ENGINEERING		0.00	2,080.00	60,500.00	3.44	58,420.00	121,000.00	118,920.00
RISK MANAGEMENT								
02-50-415-273	SELF INSURANCE - DEDUCTIBL	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
RISK MANAGEMENT		0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00

EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 02 - WATER FUND								
TRANSFERS TO OTHER FUNDS								
02-50-410-501	REIMBURSE OVERHEAD GENER	0.00	343,904.50	647,154.00	53.14	303,249.50	1,294,308.00	950,403.50
02-50-900-112	TRANSFER TO DEBT SERVICE -	0.00	3,923.50	45,918.00	8.54	41,994.50	91,836.00	87,912.50
TRANSFERS TO OTHER FUNDS		0.00	347,828.00	693,072.00	50.19	345,244.00	1,386,144.00	1,038,316.00
WATER PRODUCTION								
02-50-420-206	ENERGY - ELECTRIC PUMP	1,288.28	6,177.93	18,000.00	34.32	11,822.07	36,000.00	29,822.07
02-50-420-361	CHEMICALS	0.00	81.26	1,500.00	5.42	1,418.74	3,000.00	2,918.74
02-50-420-362	SAMPLING ANALYSIS	100.00	610.00	4,500.00	13.56	3,890.00	9,000.00	8,390.00
02-50-420-488	MAINTENANCE - PUMPS & WELL	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-420-491	PUMP INSPECTION REPAIR MAI	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-420-575	PURCHASE OF WATER	156,371.11	938,340.97	1,689,800.00	55.53	751,459.03	3,379,600.00	2,441,259.03
WATER PRODUCTION		157,759.39	945,210.16	1,714,800.00	55.12	769,589.84	3,429,600.00	2,484,389.84
WATER STORAGE								
02-50-425-473	WELLHOUSE REPAIRS & MAINT	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-425-474	WELLHOUSE REPAIRS & MAIN -	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-425-475	MATERIALS & SUPPLIES- STAND	0.00	1,290.80	5,500.00	23.47	4,209.20	11,000.00	9,709.20
02-50-425-485	REPAIRS & MAINTENANCE-STA	4,637.50	6,777.12	9,000.00	75.30	2,222.88	18,000.00	11,222.88
WATER STORAGE		4,637.50	8,067.92	17,500.00	46.10	9,432.08	35,000.00	26,932.08
TRANSPORTATION/DISTRIBUTION								
02-50-430-276	LEAK SURVEYS	3,675.08	6,525.58	20,256.00	32.22	13,730.42	40,512.00	33,986.42
02-50-430-277	WATER DISTRIBUTION REPAIRS	46,625.09	234,711.85	200,000.00	117.36	(34,711.85)	400,000.00	165,288.15
02-50-430-299	LANDSCAPING - OTHER	184.08	920.40	1,500.00	61.36	579.60	3,000.00	2,079.60
02-50-430-401	OPERATING EQUIPMENT	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
02-50-430-425	J. U. L. I. E. MAINTENANCE & SU	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-430-476	MATERIAL & SUPPLIES - DISTRI	2,521.67	12,979.23	35,000.00	37.08	22,020.77	70,000.00	57,020.77
TRANSPORTATION/DISTRIBUTION		53,005.92	255,137.06	262,256.00	97.29	7,118.94	524,512.00	269,374.94
METERS & BILLING								
02-50-435-278	METERS FLOW TESTING	0.00	36.10	10,263.00	0.35	10,226.90	20,526.00	20,489.90
02-50-435-461	NEW METERING EQUIPMENT	0.00	1,652.80	15,000.00	11.02	13,347.20	30,000.00	28,347.20
02-50-435-462	METER REPLACEMENT	0.00	520.00	13,297.00	3.91	12,777.00	26,594.00	26,074.00
02-50-435-463	MAINTENANCE - METER EQUIP	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
METERS & BILLING		0.00	2,208.90	41,060.00	5.38	38,851.10	82,120.00	79,911.10
Total Dept 50 - WATER DEPARTMENT		260,864.73	1,925,098.78	3,473,501.00	55.42	1,548,402.22	6,947,002.00	5,021,903.22
TOTAL EXPENDITURES								
TOTAL EXPENDITURES		260,864.73	1,925,098.78	3,473,501.00	55.42	1,548,402.22	6,947,002.00	5,021,903.22

EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER		DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 04 - MOTOR FUEL TAX FUND									
Dept 56 - MOTOR FUEL TAX									
CAPITAL IMPROVEMENTS									
04-56-430-684		STREET MAINTENANCE CONTR	0.00	322,398.39	350,000.00	92.11	27,601.61	700,000.00	377,601.61
CAPITAL IMPROVEMENTS			0.00	322,398.39	350,000.00	92.11	27,601.61	700,000.00	377,601.61
ENGINEERING									
04-56-430-245		ENGINEERING	0.00	0.00	25,000.00	0.00	25,000.00	50,000.00	50,000.00
ENGINEERING			0.00	0.00	25,000.00	0.00	25,000.00	50,000.00	50,000.00
Total Dept 56 - MOTOR FUEL TAX			0.00	322,398.39	375,000.00	85.97	52,601.61	750,000.00	427,601.61
TOTAL EXPENDITURES			0.00	322,398.39	375,000.00	85.97	52,601.61	750,000.00	427,601.61

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

GL NUMBER		DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 06 - SSA ONE BOND & INTEREST FUND									
Dept 60 - SSA BOND									
OTHER									
06-60-550-401		BOND PRINCIPAL EXPENSE	0.00	0.00	190,000.00	0.00	190,000.00	380,000.00	380,000.00
06-60-550-402		BOND INTEREST EXPENSE	0.00	65,292.50	130,585.00	50.00	65,292.50	261,170.00	195,877.50
OTHER			0.00	65,292.50	320,585.00	20.37	255,292.50	641,170.00	575,877.50
Total Dept 60 - SSA BOND			0.00	65,292.50	320,585.00	20.37	255,292.50	641,170.00	575,877.50
TOTAL EXPENDITURES			0.00	65,292.50	320,585.00	20.37	255,292.50	641,170.00	575,877.50

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

OB: Willowbrook

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
		MONTH 11/30/21	11/30/2021	ORIGINAL BUDGET				
Fund 07 - POLICE PENSION FUND								
Dept 62								
ADMINISTRATION								
07-62-401-242	LEGAL FEES	200.00	500.00	1,000.00	50.00	500.00	2,000.00	1,500.00
07-62-401-251	AUDIT FEES	0.00	3,620.00	3,620.00	100.00	0.00	7,240.00	3,620.00
07-62-401-252	ACTUARY SERVICES	0.00	6,180.00	6,180.00	100.00	0.00	12,360.00	6,180.00
07-62-401-253	FINANCIAL ADVISORY FEES	0.00	18,297.00	35,000.00	52.28	16,703.00	70,000.00	51,703.00
07-62-401-254	FIDUCIARY INSURANCE	0.00	0.00	3,283.00	0.00	3,283.00	6,566.00	6,566.00
07-62-401-304	SCHOOLS CONFERENCE TRAV	0.00	1,940.00	4,000.00	48.50	2,060.00	8,000.00	6,060.00
07-62-401-307	FEES DUES SUBSCRIPTIONS	0.00	795.00	795.00	100.00	0.00	1,590.00	795.00
07-62-401-311	POSTAGE & METER RENT	0.00	0.00	50.00	0.00	50.00	100.00	100.00
07-62-401-531	DEPT OF INSURANCE FILING FE	0.00	4,562.90	5,625.00	81.12	1,062.10	11,250.00	6,687.10
07-62-401-543	EXAMS - PHYSICAL	0.00	0.00	750.00	0.00	750.00	1,500.00	1,500.00
ADMINISTRATION		200.00	35,894.90	60,303.00	59.52	24,408.10	120,606.00	84,711.10
PENSION BENEFITS								
07-62-401-581	PENSION BENEFITS	120,480.61	803,824.93	1,380,356.00	58.23	576,531.07	2,760,712.00	1,956,887.07
07-62-401-582	WIDOW'S PENSION	7,129.42	49,905.94	85,553.00	58.33	35,647.06	171,106.00	121,200.06
07-62-401-583	NON-DUTY DISABILITY BENEFIT	6,088.42	42,618.94	73,443.00	58.03	30,824.06	146,886.00	104,267.06
07-62-401-584	DUTY DISABILITY BENEFITS	6,007.61	42,053.27	72,091.00	58.33	30,037.73	144,182.00	102,128.73
07-62-401-586	SEPARATION REFUNDS	0.00	93,145.50	0.00	100.00	(93,145.50)	0.00	(93,145.50)
PENSION BENEFITS		139,706.06	1,031,548.58	1,611,443.00	64.01	579,894.42	3,222,886.00	2,191,337.42
Total Dept 62		139,906.06	1,067,443.48	1,671,746.00	63.85	604,302.52	3,343,492.00	2,276,048.52
TOTAL EXPENDITURES		139,906.06	1,067,443.48	1,671,746.00	63.85	604,302.52	3,343,492.00	2,276,048.52

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL	USED	BALANCE		AVAIL.
		11/30/21		BUDGET				
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND								
Dept 65 - WATER CAPITAL IMPROVEMENTS								
CAPITAL IMPROVEMENTS								
09-65-440-600	WATER SYSTEM IMPROVEMENT	4,423.00	16,717.00	151,125.00	11.06	134,408.00	302,250.00	285,533.00
09-65-440-602	MTU REPLACEMENT	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
CAPITAL IMPROVEMENTS		4,423.00	16,717.00	152,125.00	10.99	135,408.00	304,250.00	287,533.00
Total Dept 65 - WATER CAPITAL IMPROVEMENTS		4,423.00	16,717.00	152,125.00	10.99	135,408.00	304,250.00	287,533.00
TOTAL EXPENDITURES		4,423.00	16,717.00	152,125.00	10.99	135,408.00	304,250.00	287,533.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

		ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL	USED	BALANCE		AVAIL.
GL NUMBER	DESCRIPTION	11/30/21		BUDGET				
Fund 10 - CAPITAL PROJECT FUND								
Dept 68 - CAPITAL PROJECTS								
OTHER								
10-68-550-404	BOND ISSUANCE COSTS	0.00	344.50	681.00	50.59	336.50	1,362.00	1,017.50
OTHER		0.00	344.50	681.00	50.59	336.50	1,362.00	1,017.50
Total Dept 68 - CAPITAL PROJECTS		0.00	344.50	681.00	50.59	336.50	1,362.00	1,017.50
TOTAL EXPENDITURES		0.00	344.50	681.00	50.59	336.50	1,362.00	1,017.50



EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

		ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL	USED	BALANCE		AVAIL.
GL NUMBER	DESCRIPTION	11/30/21		BUDGET				
Fund 11 - DEBT SERVICE FUND								
Dept 70 - DEBT SERVICE FUND								
OTHER								
11-70-550-401	BOND PRINCIPAL	0.00	0.00	223,171.00	0.00	223,171.00	446,342.00	446,342.00
11-70-550-402	BOND INTEREST	0.00	51,743.00	103,486.00	50.00	51,743.00	206,972.00	155,229.00
OTHER		0.00	51,743.00	326,657.00	15.84	274,914.00	653,314.00	601,571.00
Total Dept 70 - DEBT SERVICE FUND		0.00	51,743.00	326,657.00	15.84	274,914.00	653,314.00	601,571.00
TOTAL EXPENDITURES		0.00	51,743.00	326,657.00	15.84	274,914.00	653,314.00	601,571.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

		ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL	USED	BALANCE		AVAIL.
GL NUMBER	DESCRIPTION	11/30/21		BUDGET				
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & Dept 75 - LAND ACQUISITION/EXPANSION/RENOVATION CAPITAL IMPROVEMENTS								
14-75-920-245	ENGINEERING	4,570.00	16,921.09	0.00	100.00	(16,921.09)	0.00	(16,921.09)
14-75-920-246	ARCHTIECTURAL FEES	0.00	2,850.00	0.00	100.00	(2,850.00)	0.00	(2,850.00)
14-75-930-412	CRC EXT REMODEL (825 MIDWA	0.00	0.00	110,000.00	0.00	110,000.00	220,000.00	220,000.00
14-75-930-413	CRC INTERIOR REMODEL (825	0.00	0.00	1,020,750.00	0.00	1,020,750.00	2,041,500.00	2,041,500.00
14-75-930-414	FURNITURE & FIXTURES	0.00	0.00	521,145.00	0.00	521,145.00	1,042,290.00	1,042,290.00
CAPITAL IMPROVEMENTS		4,570.00	19,771.09	1,651,895.00	1.20	1,632,123.91	3,303,790.00	3,284,018.91
Total Dept 75 - LAND ACQUISITION/EXPANSION/RENOV		4,570.00	19,771.09	1,651,895.00	1.20	1,632,123.91	3,303,790.00	3,284,018.91
TOTAL EXPENDITURES		4,570.00	19,771.09	1,651,895.00	1.20	1,632,123.91	3,303,790.00	3,284,018.91

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT								
CONTINGENCIES								
15-15-401-242	LEGAL FEES	381.70	1,169.20	10,000.00	11.69	8,830.80	20,000.00	18,830.80
CONTINGENCIES		381.70	1,169.20	10,000.00	11.69	8,830.80	20,000.00	18,830.80
ADMINISTRATION								
15-15-455-513	SALES TAX REBATE- TOWN CEN	0.00	0.00	62,725.00	0.00	62,725.00	125,450.00	125,450.00
15-15-455-514	SALES TAX REBATE - PFM	0.00	0.00	110,000.00	0.00	110,000.00	220,000.00	220,000.00
ADMINISTRATION		0.00	0.00	172,725.00	0.00	172,725.00	345,450.00	345,450.00
STREET MAINTENANCE								
15-15-745-224	MAINT TRAFFIC SIGNALS	0.00	0.00	3,141.00	0.00	3,141.00	6,282.00	6,282.00
STREET MAINTENANCE		0.00	0.00	3,141.00	0.00	3,141.00	6,282.00	6,282.00
Total Dept 15 - PLANNING & ECONOMIC DEVELOPMEN		381.70	1,169.20	185,866.00	0.63	184,696.80	371,732.00	370,562.80
TOTAL EXPENDITURES		381.70	1,169.20	185,866.00	0.63	184,696.80	371,732.00	370,562.80
TOTAL EXPENDITURES - ALL FUNDS		1,286,484.67	9,458,024.97	20,854,649.00	45.35	11,396,624.03	41,709,298.00	32,251,273.03

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. 11/30/21	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
GENERAL MANAGEMENT		7,297.26	48,063.14	81,461.00	59.00	33,397.86	162,922.00	114,858.86
COMMUNITY RELATIONS		0.00	40.93	500.00	8.19	459.07	1,000.00	959.07
DATA PROCESSING		0.00	1,485.00	5,250.00	28.29	3,765.00	10,500.00	9,015.00
05 - VILLAGE BOARD & CLERK		7,297.26	49,589.07	87,211.00	56.86	37,621.93	174,422.00	124,832.93
ADMINISTRATION		17.40	842.48	11,404.00	7.39	10,561.52	22,808.00	21,965.52
OTHER		8,965.25	9,217.75	21,000.00	43.89	11,782.25	42,000.00	32,782.25
07 - BOARD OF POLICE COMMISSIONERS		8,982.65	10,060.23	32,404.00	31.05	22,343.77	64,808.00	54,747.77
GENERAL MANAGEMENT		69,502.41	394,736.20	703,620.00	56.10	308,883.80	1,407,240.00	1,012,503.80
COMMUNITY RELATIONS		11,450.00	20,186.97	55,000.00	36.70	34,813.03	110,000.00	89,813.03
CAPITAL IMPROVEMENTS		0.00	640.00	20,500.00	3.12	19,860.00	41,000.00	40,360.00
CONTINGENCIES		4,990.50	4,990.50	10,000.00	49.91	5,009.50	20,000.00	15,009.50
DATA PROCESSING		14,862.90	117,189.56	87,018.00	134.67	(30,171.56)	174,036.00	56,846.44
BUILDINGS		7,926.85	23,783.96	72,200.00	32.94	48,416.04	144,400.00	120,616.04
LEGAL		24,119.90	65,277.67	117,500.00	55.56	52,222.33	235,000.00	169,722.33
FINANCIAL CONSULTING		4,620.00	20,776.20	50,500.00	41.14	29,723.80	101,000.00	80,223.80
RISK MANAGEMENT		0.00	10,000.33	243,433.00	4.11	233,432.67	486,866.00	476,865.67
TRANSFERS TO OTHER FUNDS		0.00	47,819.50	1,207,634.00	3.96	1,159,814.50	2,415,268.00	2,367,448.50
10 - ADMINISTRATION		137,472.56	705,400.89	2,567,405.00	27.48	1,862,004.11	5,134,810.00	4,429,409.11
GENERAL MANAGEMENT		3,329.69	25,142.73	48,175.00	52.19	23,032.27	96,350.00	71,207.27
DATA PROCESSING		80.74	371.58	0.00	100.00	(371.58)	0.00	(371.58)
ENGINEERING		0.00	53,641.78	142,500.00	37.64	88,858.22	285,000.00	231,358.22
15 - PLANNING & ECONOMIC DEVELOPMENT		3,410.43	79,156.09	190,675.00	41.51	111,518.91	381,350.00	302,193.91
CAPITAL IMPROVEMENTS		0.00	10,360.00	208,400.00	4.97	198,040.00	416,800.00	406,440.00
ADMINISTRATION		3,378.72	30,557.30	63,223.00	48.33	32,665.70	126,446.00	95,888.70
DATA PROCESSING		76.74	236.05	17,680.00	1.34	17,443.95	35,360.00	35,123.95
MAINTENANCE		29,987.08	158,251.19	156,511.00	101.11	(1,740.19)	313,022.00	154,770.81
SUMMER PROGRAM		0.00	3,629.79	13,200.00	27.50	9,570.21	26,400.00	22,770.21
FALL PROGRAM		0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00
WINTER/SPECIAL PROGRAMS		4,250.00	5,710.00	30,600.00	18.66	24,890.00	61,200.00	55,490.00
SPRING PROGRAM		0.00	0.00	300.00	0.00	300.00	600.00	600.00
SPECIAL RECREATION		0.00	20,930.43	179,240.00	11.68	158,309.57	358,480.00	337,549.57
20 - PARKS & RECREATION		37,692.54	229,674.76	675,154.00	34.02	445,479.24	1,350,308.00	1,120,633.24
GENERAL MANAGEMENT		24,538.21	216,314.18	385,678.00	56.09	169,363.82	771,356.00	555,041.82
DATA PROCESSING		12,645.22	13,013.12	15,280.00	85.16	2,266.88	30,560.00	17,546.88
FINANCIAL CONSULTING		1,750.00	30,220.00	35,465.00	85.21	5,245.00	70,930.00	40,710.00
25 - FINANCE DEPARTMENT		38,933.43	259,547.30	436,423.00	59.47	176,875.70	872,846.00	613,298.70
CAPITAL IMPROVEMENTS		0.00	77,065.90	222,000.00	34.71	144,934.10	444,000.00	366,934.10
CONTINGENCIES		0.00	35.68	5,000.00	0.71	4,964.32	10,000.00	9,964.32
ADMINISTRATION		401,983.15	3,019,053.08	5,592,622.00	53.98	2,573,568.92	11,185,244.00	8,166,190.92
DATA PROCESSING		2,791.42	48,449.76	67,543.00	71.73	19,093.24	135,086.00	86,636.24
BUILDINGS		2,722.60	21,783.39	69,000.00	31.57	47,216.61	138,000.00	116,216.61
RISK MANAGEMENT		0.00	895.72	20,000.00	4.48	19,104.28	40,000.00	39,104.28

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
CONSTRUCTION		0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
PATROL		16.18	9,665.41	11,800.00	81.91	2,134.59	23,600.00	13,934.59
INVESTIGATIVE		0.00	20,650.00	21,500.00	96.05	850.00	43,000.00	22,350.00
TRAFFIC SAFETY		610.90	8,732.08	11,323.00	77.12	2,590.92	22,646.00	13,913.92
CRIME PREVENTION		337.01	1,385.26	5,000.00	27.71	3,614.74	10,000.00	8,614.74
TELECOMMUNICATIONS		0.00	220,248.30	312,000.00	70.59	91,751.70	624,000.00	403,751.70
RED LIGHT		25,702.28	151,130.03	318,000.00	47.53	166,869.97	636,000.00	484,869.97
30 - POLICE DEPARTMENT		434,163.54	3,579,094.61	6,657,788.00	53.76	3,078,693.39	13,315,576.00	9,736,481.39
CAPITAL IMPROVEMENTS		0.00	39,840.80	311,721.00	12.78	271,880.20	623,442.00	583,601.20
ADMINISTRATION		20,478.51	152,240.20	312,706.00	48.68	160,465.80	625,412.00	473,171.80
DATA PROCESSING		395.70	1,679.24	1,916.00	87.64	236.76	3,832.00	2,152.76
ENGINEERING		4,617.57	41,545.57	25,500.00	162.92	(16,045.57)	51,000.00	9,454.43
BUILDINGS		676.59	28,229.50	37,732.00	74.82	9,502.50	75,464.00	47,234.50
EQUIPMENT REPAIR		2,260.84	11,228.29	26,000.00	43.19	14,771.71	52,000.00	40,771.71
SNOW REMOVAL		0.00	59.37	88,800.00	0.07	88,740.63	177,600.00	177,540.63
STREET LIGHTING		4,900.68	22,222.45	49,800.00	44.62	27,577.55	99,600.00	77,377.55
STORM WATER IMPROVEMENTS		91,826.49	367,158.44	481,000.00	76.33	113,841.56	962,000.00	594,841.56
STREET MAINTENANCE		31,934.06	96,175.75	218,600.00	44.00	122,424.25	437,200.00	341,024.25
NUISANCE CONTROL		3,700.00	30,937.50	38,550.00	80.25	7,612.50	77,100.00	46,162.50
35 - PUBLIC WORKS DEPARTMENT		160,790.44	791,317.11	1,592,325.00	49.70	801,007.89	3,184,650.00	2,393,332.89
GENERAL MANAGEMENT		15,665.11	119,697.86	215,508.00	55.54	95,810.14	431,016.00	311,318.14
DATA PROCESSING		234.22	589.83	7,000.00	8.43	6,410.17	14,000.00	13,410.17
ENGINEERING		17,254.00	120,814.28	159,200.00	75.89	38,385.72	318,400.00	197,585.72
INSPECTION		5,693.00	31,355.00	60,000.00	52.26	28,645.00	120,000.00	88,645.00
40 - BUILDING & ZONING DEPARTMENT		38,846.33	272,456.97	441,708.00	61.68	169,251.03	883,416.00	610,959.03
COMMUNITY RELATIONS		8,750.00	11,750.00	13,000.00	90.38	1,250.00	26,000.00	14,250.00
SPECIAL EVENTS		0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
53 - HOTEL/MOTEL		8,750.00	11,750.00	15,500.00	75.81	3,750.00	31,000.00	19,250.00
Fund 01 - GENERAL FUND:								
TOTAL EXPENDITURES		876,339.18	5,988,047.03	12,696,593.00	47.16	6,708,545.97	25,393,186.00	19,405,138.97

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL				
		11/30/21	11/30/2021	BUDGET	USED	BALANCE		AVAIL.
Fund 02 - WATER FUND								
	CAPITAL IMPROVEMENTS	13,450.00	102,790.80	219,221.00	46.89	116,430.20	438,442.00	335,651.20
	ADMINISTRATION	30,921.92	224,451.15	326,147.00	68.82	101,695.85	652,294.00	427,842.85
	OTHER	0.00	31,706.10	75,241.00	42.14	43,534.90	150,482.00	118,775.90
	DATA PROCESSING	1,090.00	5,618.69	53,704.00	10.46	48,085.31	107,408.00	101,789.31
	ENGINEERING	0.00	2,080.00	60,500.00	3.44	58,420.00	121,000.00	118,920.00
	RISK MANAGEMENT	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
	TRANSFERS TO OTHER FUNDS	0.00	347,828.00	693,072.00	50.19	345,244.00	1,386,144.00	1,038,316.00
	WATER PRODUCTION	157,759.39	945,210.16	1,714,800.00	55.12	769,589.84	3,429,600.00	2,484,389.84
	WATER STORAGE	4,637.50	8,067.92	17,500.00	46.10	9,432.08	35,000.00	26,932.08
	TRANSPORTATION/DISTRIBUTION	53,005.92	255,137.06	262,256.00	97.29	7,118.94	524,512.00	269,374.94
	METERS & BILLING	0.00	2,208.90	41,060.00	5.38	38,851.10	82,120.00	79,911.10
	50 - WATER DEPARTMENT	260,864.73	1,925,098.78	3,473,501.00	55.42	1,548,402.22	6,947,002.00	5,021,903.22
Fund 02 - WATER FUND:								
TOTAL EXPENDITURES		260,864.73	1,925,098.78	3,473,501.00	55.42	1,548,402.22	6,947,002.00	5,021,903.22

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL				
		11/30/21		BUDGET	USED	BALANCE		AVAIL.
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Fund 04 - MOTOR FUEL TAX FUND								
CAPITAL IMPROVEMENTS		0.00	322,398.39	350,000.00	92.11	27,601.61	700,000.00	377,601.61
ENGINEERING		0.00	0.00	25,000.00	0.00	25,000.00	50,000.00	50,000.00
56 - MOTOR FUEL TAX		0.00	322,398.39	375,000.00	85.97	52,601.61	750,000.00	427,601.61
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Fund 04 - MOTOR FUEL TAX FUND:								
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TOTAL EXPENDITURES		0.00	322,398.39	375,000.00	85.97	52,601.61	750,000.00	427,601.61

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
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Fund 06 - SSA ONE BOND & INTEREST FUND								
OTHER		0.00	65,292.50	320,585.00	20.37	255,292.50	641,170.00	575,877.50
60 - SSA BOND		0.00	65,292.50	320,585.00	20.37	255,292.50	641,170.00	575,877.50
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Fund 06 - SSA ONE BOND & INTEREST FUND:								
TOTAL EXPENDITURES		0.00	65,292.50	320,585.00	20.37	255,292.50	641,170.00	575,877.50



EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
<hr/>								
Fund 07 - POLICE PENSION FUND								
ADMINISTRATION		200.00	35,894.90	60,303.00	59.52	24,408.10	120,606.00	84,711.10
PENSION BENEFITS		139,706.06	1,031,548.58	1,611,443.00	64.01	579,894.42	3,222,886.00	2,191,337.42
62		139,906.06	1,067,443.48	1,671,746.00	63.85	604,302.52	3,343,492.00	2,276,048.52
<hr/>								
Fund 07 - POLICE PENSION FUND:								
TOTAL EXPENDITURES		139,906.06	1,067,443.48	1,671,746.00	63.85	604,302.52	3,343,492.00	2,276,048.52

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL				
		11/30/21		BUDGET				
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND								
	CAPITAL IMPROVEMENTS	4,423.00	16,717.00	152,125.00	10.99	135,408.00	304,250.00	287,533.00
	65 - WATER CAPITAL IMPROVEMENTS	4,423.00	16,717.00	152,125.00	10.99	135,408.00	304,250.00	287,533.00
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND:								
TOTAL EXPENDITURES		4,423.00	16,717.00	152,125.00	10.99	135,408.00	304,250.00	287,533.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL	USED	BALANCE		AVAIL.
		11/30/21		BUDGET				
<hr/>								
Fund 10 - CAPITAL PROJECT FUND								
OTHER		0.00	344.50	681.00	50.59	336.50	1,362.00	1,017.50
68 - CAPITAL PROJECTS		0.00	344.50	681.00	50.59	336.50	1,362.00	1,017.50
<hr/>								
Fund 10 - CAPITAL PROJECT FUND:								
<hr/>								
TOTAL EXPENDITURES		0.00	344.50	681.00	50.59	336.50	1,362.00	1,017.50

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	11/30/2021	ORIGINAL				
		11/30/21		BUDGET				
<hr/>								
Fund 11 - DEBT SERVICE FUND								
OTHER		0.00	51,743.00	326,657.00	15.84	274,914.00	653,314.00	601,571.00
70 - DEBT SERVICE FUND		0.00	51,743.00	326,657.00	15.84	274,914.00	653,314.00	601,571.00
 <hr/>								
Fund 11 - DEBT SERVICE FUND:								
 <hr/>								
TOTAL EXPENDITURES		0.00	51,743.00	326,657.00	15.84	274,914.00	653,314.00	601,571.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2021-22	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
		MONTH 11/30/21	11/30/2021	ORIGINAL BUDGET				
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & CAPITAL IMPROVEMENTS		4,570.00	19,771.09	1,651,895.00	1.20	1,632,123.91	3,303,790.00	3,284,018.91
75 - LAND ACQUISITION/EXPANSION/RENOVATION		4,570.00	19,771.09	1,651,895.00	1.20	1,632,123.91	3,303,790.00	3,284,018.91
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &								
TOTAL EXPENDITURES		4,570.00	19,771.09	1,651,895.00	1.20	1,632,123.91	3,303,790.00	3,284,018.91

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 11/30/2021  
EXPENDITURE REPORT BY DEPT & SUB-CLASS

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/21	YTD BALANCE 11/30/2021	2021-22 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
<hr/>								
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
CONTINGENCIES		381.70	1,169.20	10,000.00	11.69	8,830.80	20,000.00	18,830.80
ADMINISTRATION		0.00	0.00	172,725.00	0.00	172,725.00	345,450.00	345,450.00
STREET MAINTENANCE		0.00	0.00	3,141.00	0.00	3,141.00	6,282.00	6,282.00
15 - PLANNING & ECONOMIC DEVELOPMENT		381.70	1,169.20	185,866.00	0.63	184,696.80	371,732.00	370,562.80
<hr/>								
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT T								
TOTAL EXPENDITURES		381.70	1,169.20	185,866.00	0.63	184,696.80	371,732.00	370,562.80
<hr/>								
TOTAL EXPENDITURES - ALL FUNDS		1,286,484.67	9,458,024.97	20,854,649.00	45.35	11,396,624.03	41,709,298.00	32,251,273.03

## VILLAGE OF WILLOWBROOK

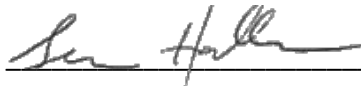
### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

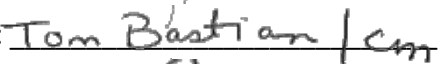
A RESOLUTION APPROVING A LEGAL SERVICES ENGAGEMENT AGREEMENT WITH KLEIN, THORPE & JENKINS, LTD. AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT ON BEHALF OF THE VILLAGE OF WILLOWBROOK TO PROVIDE LEGAL SERVICES TO THE VILLAGE REGARDING CERTAIN LAND USE AND ECONOMIC DEVELOPMENT MATTERS

**AGENDA NO. 6.i.****AGENDA DATE:** 12/20/2021**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator

SIGNATURE:

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

SIGNATURE:

**RECOMMENDED BY:** Brian Pabst, Village Administrator

SIGNATURE:

**STAFF RECOMMENDATION**

At the November 8, 2021 Committee of the Whole meeting and the September 27, 2021 and October 24, 2021 Village Board meetings, staff presented options for the Tax Increment Financing District (TIF) as part of the Village's effort for stormwater relief and economic development. As part of this process, staff has solicited services from several TIF and economic development focused legal firms and is recommending Lance Molina from Klein, Thorpe and Jenkins to assist and represent the Village on all TIF and economic development related items, including the potential Economic Development Partnership.

Lance is highly credentialed and was named a Leading Lawyer by Law Bulletin Media, a peer-recommended distinction awarded to fewer than 5% of attorneys in Illinois. He has also worked in several communities regarding TIFs and municipal law, including: Village of Mount Prospect, Village of Wilmette, Village of River Forest, Village of Riverside, Village of Schaumburg, City of Aurora, Village of Cary, Village of Oak Park and the Village of Berwyn.

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 21 R-\_\_\_\_\_**

**A RESOLUTION APPROVING  
A LEGAL SERVICES ENGAGEMENT AGREEMENT WITH  
KLEIN, THORPE & JENKINS, LTD. AND AUTHORIZING  
THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT  
ON BEHALF OF THE VILLAGE OF WILLOWBROOK  
TO PROVIDE LEGAL SERVICES TO THE VILLAGE  
REGARDING CERTAIN LAND USE  
AND ECONOMIC DEVELOPMENT MATTERS**

---

**WHEREAS**, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) cont. Title 1 Chapter 9, Section 1-9-5 authorizes the Mayor, by and with the advice and consent of the Board of Trustees, to appoint attorneys to represent the Village; and

**WHEREAS**, the Mayor, with the advice of the Board of Trustees of the Village, has determined that is necessary, proper and in the best interest of the Village to approve and execute a legal services engagement agreement with Klein Thorpe & Jenkins, Ltd. to provide legal services to the Village of Willowbrook regarding certain land use and economic development matters.

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

**SECTION 1:** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

**SECTION 2:** It is hereby determined that is advisable, necessary and in the public interest that the Village enter into a Legal Services Engagement Agreement with Klein Thorpe & Jenkins, Ltd. to provide legal services to the Village regarding certain land use and economic development matters upon the terms and conditions set forth in that certain Legal Services Engagement Agreement attached hereto as Exhibit “A” and made a part hereof.



**SECTION 3:** The Village Administrator of the Village be and is hereby authorized and directed to execute, on behalf of the Village, the attached Legal Services Engagement Agreement, which Agreement is hereby approved.

**SECTION 4:** This resolution shall take effect upon its passage and approval in the manner provided by law.

**ADOPTED AND APPROVED** this 20<sup>th</sup> day of December, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**  
**Legal Services Engagement Agreement with Klein Thorpe & Jenkins, Ltd.**



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

lcmalina@ktjlaw.com  
DD 312-984-6439

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

[www.ktjlaw.com](http://www.ktjlaw.com)

November 29, 2021

**VIA E-MAIL**

Brian Pabst, Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

**Re: Village of Willowbrook Land Use and Economic Development Matters  
– Proposal for Legal Services**

Dear Mr. Pabst:

On behalf of Klein, Thorpe and Jenkins, Ltd., thank you for the opportunity to submit this engagement letter to provide legal services to the Village of Willowbrook ("Village") with regard to land use and economic development matters as referred to us from time to time.

Our firm will bill you for our professional services based on the time we spend working on these matters in tenth (0.10) of an hour increments. Our rate for special counsel legal work on land use and economic development matters for partners is \$220 per hour, \$195 per hour for senior associates, \$170 per hour for associates, \$150 per hour for paralegals, and \$130 per hour for law clerks. Our rates will be adjusted from time to time, and we will give you notice of such adjustments. We will also bill the Village for the costs associated with our work. We may ask the Village to directly pay any expenses in excess of \$100.

We will render monthly billing statements to you indicating the current status of your account, both for services rendered and for costs incurred on behalf of you. The amount shown as due on these statements, if any, shall be payable no later than thirty (30) days after the date of the statement.

You may terminate our representation and our fiduciary obligation to you under this engagement at any time for any reason or no reason. In the event that you exercise your right to terminate our engagement, we anticipate that you will promptly pay all fees and expenses incurred to the date of such exercise.

Please review the enclosed Fee Agreement and contact me if you have any questions. If it is acceptable, please sign and date the Fee Agreement and return it to me. We look forward to working with the Village on this matter and appreciate the opportunity to do so.

If you have any questions, please feel free to contact me at (312) 984-6439.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

A handwritten signature in cursive script, reading "Lance C. Malina", is written over a horizontal line.

Lance C. Malina

Enclosure (Fee Agreement)


### **Fee Agreement**

The undersigned, Village of Willowbrook Administrator Brian Pabst, having first been duly authorized to execute and enter into this Fee Agreement by the corporate authorities of the Village of Willowbrook ("Village"), has reviewed the Engagement Letter from the law firm of Klein, Thorpe and Jenkins, Ltd. ("KTJ") dated November 29, 2021, a copy of which is attached hereto and made a part hereof. The undersigned understands the scope of services outlined in the Engagement Letter and agrees that the services set forth therein comprise the legal services KTJ is authorized and directed to undertake on behalf of the Village. The undersigned also has reviewed the proposed hourly fee structure in the Engagement Letter and finds the proposed fees to be fair and reasonable. The undersigned also acknowledges and agrees that the Village shall be responsible for payment all fees and costs incurred within the scope of services as outlined in the Engagement Letter.

**Village of Willowbrook**

**Klein, Thorpe and Jenkins, Ltd.**

By: \_\_\_\_\_  
Brian Pabst, Village Administrator

  
By: \_\_\_\_\_  
Lance C. Malina

Date: \_\_\_\_\_, 2021

Date: November, 29, 2021

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>An Ordinance Amending Special Use Permit No. 06-27 As Approved In Ordinances Nos. 06-O-27 And 07-O-10 And Amended In Ordinance Nos. 07-O-22, 09-O-29, 11-O-12, 12-O-26, And 20-O-57 Approving A Minor Change To Install Two Canopies At The Chick-fil-A Drive-through Route 83 And Plainfield Road – Willowbrook Town Center</p>	<p style="text-align: center;"><b>AGENDA NO.</b></p> <p style="text-align: center;">7.</p> <p style="text-align: center;"><b>AGENDA DATE:</b></p> <p style="text-align: center;">12/20/21</p>
<p><b>STAFF REVIEW:</b> Karen Stonehouse, AICP, Planning Consultant    SIGNATURE: <u><i>KL Stonehouse</i></u></p> <p><b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney    SIGNATURE: <u><i>Tom Bastian / cm</i></u></p> <p><b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator    SIGNATURE: <u><i>B. Pabst</i></u></p>	
<p><b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>    YES <input type="checkbox"/>    NO <input type="checkbox"/>    N/A <input type="checkbox"/></p>	
<p><b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b></p> <p>On August 28, 2006, the Village Board approved ordinance 06-O-27, which rezoned the property to the B-2 district, granted a special use permit for a PUD, granted variations from the Zoning Ordinance and Subdivision Regulations, and approved the Preliminary Plat of Subdivision and Preliminary Plat of PUD for the development of the Willowbrook Town Center. On May 29, 2007, the Village Board approved Ordinance 07-O-10, granting approval of the Final Plat of Subdivision and PUD for the Town Center. On September 24, 2007, the Village Board approved Ordinance 07-O-22, which amended the special use permit and approved an amended and restated preliminary and final plat of PUD. On November 23, 2009, the Village Board approved Ordinance 09-O-29, which amended the special use permit and approved a special use permit for a delicatessen and food store for the Willowbrook Town Center. On August 8, 2011, the Village Board approved Ordinance No. 11-O-12, which amended the special use permit and approved a minor change to modify the Portillo's drive-through. On November 26, 2012, the Village Board approved Ordinance No. 12-O-26, which amended the special use permit and approved a minor change to allow for a drive through restaurant (Chick-fil-A), including modifications to parking and circulation. On November 23, 2020, the Village Board approved Ordinance No. 20-O-57 approving the installation of an employee shelter near the drive-through lanes.</p>	
<p><b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b></p> <p>Chick-fil-A is requesting approval for an amendment to the Town Center PUD to allow for the installation of two canopies over its drive-through lanes. The approximately 5,500 square foot Chick-fil-A restaurant is surrounded with double drive-through lanes. The path of travel for vehicles using these drive-through lanes begins near the southeast corner of the restaurant where customers can access the menu order boards to submit their order. After putting in their orders at the menu boards, customers drive forward and make a left turn to the pick-up window. A Multi-lane Order Point Canopy measuring approximately 55' by 25'2" (9' clear height) would shelter the cars approaching the order points on the east side of the existing restaurant. The Order Meal Delivery Canopy measuring approximately 55' by 11'6" would cover the vehicles at the pick-up window on the north side. The overhead canopies will provide shade and protect vehicles from inclement weather.</p> <p>Per Section 9-13-4(C)6(b) of the Zoning Ordinance, major changes are distinguished from minor changes, and specifies that minor changes may be approved by the Village Board by ordinance without public hearing or consideration by the Plan Commission. The proposed installation of the drive-through canopies is classified as a minor change because it is not categorized in any of the seven listed major changes.</p>	
<p><b>ACTION PROPOSED:</b> Pass the Ordinance.</p>	

**ORDINANCE NO. 20-O\_\_\_\_\_**

**AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27  
AS APPROVED IN ORDINANCES NO. 06-O-27 AND 07-O-10 AND  
AMENDED IN ORDINANCE NOS. 07-O-22, 09-O-29, 11-O-12, 12-O-26, AND 20-O-57  
APPROVING A MINOR CHANGE TO INSTALL TWO CANOPIES AT THE  
CHICK-FIL-A DRIVE-THROUGH  
ROUTE 83 AND PLAINFIELD ROAD – WILLOWBROOK TOWN CENTER**

---

**WHEREAS**, by Ordinance No. 06-O-27 and Ordinance No. 07-O-10, the corporate authorities of the Village of Willowbrook approved a Special Use Permit for a Planned Unit Development in the B-2 Community Shopping District for the continued use of commercial properties; and

**WHEREAS**, on or about October 27, 2021, Amanda Bishop of Interplan, LLC, agent for Chick-fil-A and as authorized Jason Rosier, Chick-fil-A Project Lead, has petitioned the Village for a minor amendment to the Planned Unit Development in order to construct a Face-to-Face Canopy and an Order Meal Delivery Canopy at the existing Chick-fil-A restaurant drive-through; and

**WHEREAS**, said application also requested that the special use permit for a planned unit development relating to the SUBJECT REALTY, previously approved in Ordinance No. 06-O27 and Ordinance No. 07-O-10 and as amended by Ordinance Nos. 07-O-22, 09-O-29, 11-O-12, 12-O-26, and 20-O-57 be further amended to approve the minor change to the PUD as defined by Section 9-13-4(C)6(b) of the Village Code, and

**WHEREAS**, Village staff has determined that, pursuant to Section 9-13-4(C)6(b) of the Zoning Code, the request is a minor amendment to the PUD Agreement and, therefore, such amendment may be approved by the corporate authorities of the Village without resorting to a public hearing by the Village Plan Commission.

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

**SECTION 1.** Special Use Permit No. 06-27, passed and approved in Ordinance No. 060-27 and 07-O-10 and amended in Ordinance Nos. 07-O-22, 09-O-29, 11-O-12, 12-O-26, and 20-O-57, is hereby further amended so as to permit the construction of a Face-to-Face Canopy and an Order Meal Delivery Canopy at the existing Chick-fil-A restaurant drive-through as depicted on Exhibits “A” and “B”, attached hereto and made a part hereof.

**SECTION 2.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED** and **APPROVED** this 20<sup>th</sup> day of December, 2020 by a roll call vote as follows:

ROLL CALL VOTE:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

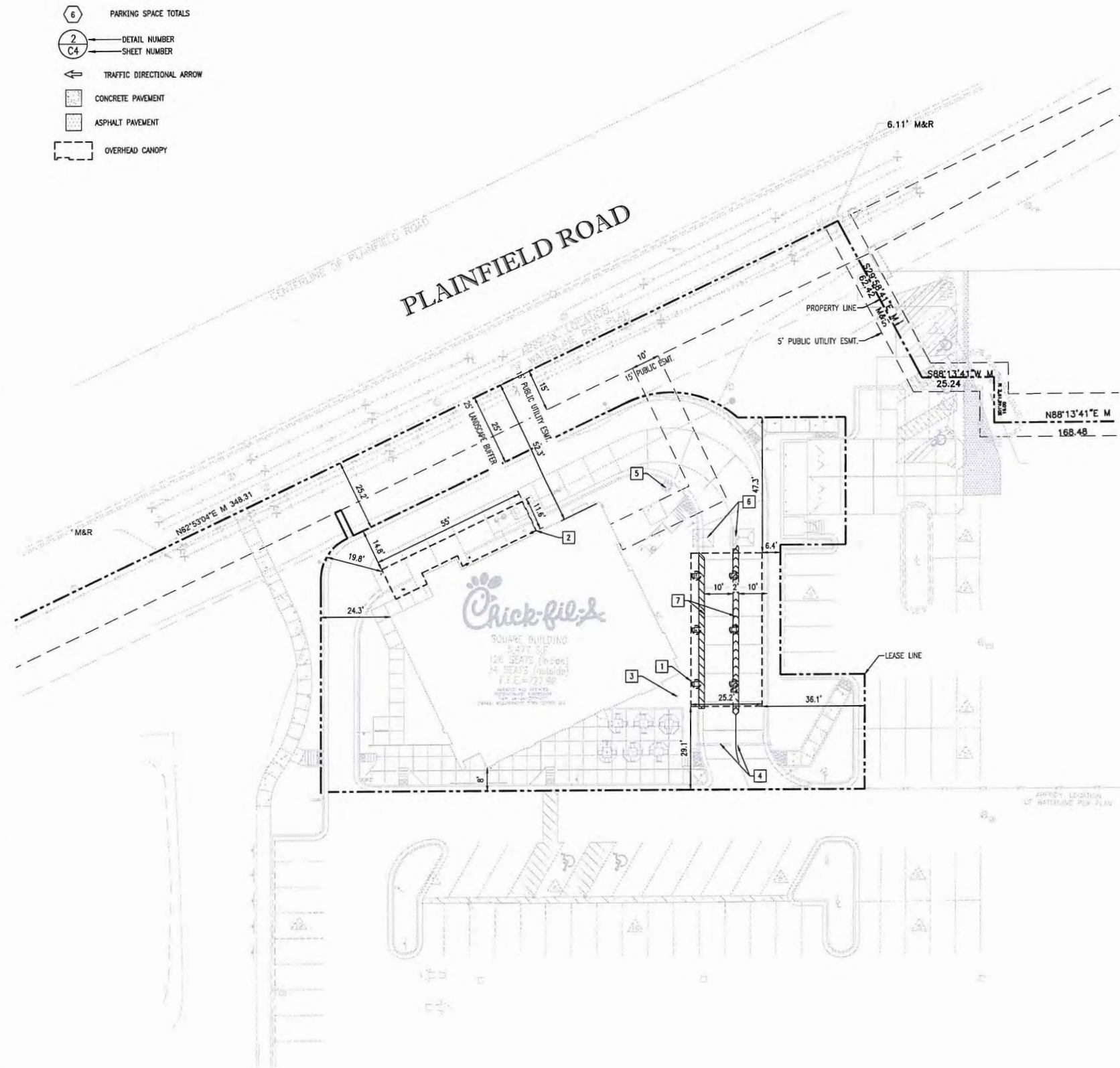
ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk



**EXHIBIT “A” Site Dimension Plan**

- PARKING SPACE TOTALS
- DETAIL NUMBER  
———— SHEET NUMBER
- TRAFFIC DIRECTIONAL ARROW
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- OVERHEAD CANOPY



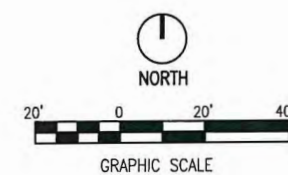
### SITE DIMENSION PLAN

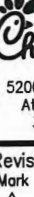
$$1'' = 20'$$

NOTE: CONTRACTOR SHALL ERADICATE EXISTING STRIPING WITH EITHER SAND BLASTING OR WATER PRESSURE THEN SEAL EXISTING ASPHALT BEFORE APPLYING NEW STRIPING. DO NOT PAINT THE EXISTING STRIPING BLACK.

## SITE PLAN DESIGN NOTES & KEY PLAN

- 1 MULTI-LANE ORDER POINT (MLOP) CANOPY
- 2 ORDER MEAL DELIVERY (OMD) CANOPY
- 3 EXISTING FLAG POLE
- 4 EXISTING CLEARANCE BARS
- 5 EXISTING CASH STATION
- 6 EXISTING MENU BOARDS AND CANOPIES
- 7 PAINTED DIAGONAL/CHEVRON STRIPING






**Chick-fil-A**

5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:	
Mark	Date By
△	_____
△	_____
△	_____



**INTERPLAN**  
INTERPLAN LLC  
DESIGN FIRM VEGETATION  
#184003341-2004

ARCHITECTURE  
ENGINEERING  
PERMITTING

220 E. CENTRAL PKWY. STE 4500  
ALTAIR/ONTE SPFRVLOS, FL 32701  
407 443 3008

**STORE**  
**WILLOWBROOK**  
**FSU 2995**

7101 KINGERY HWY,  
WILLOWBROOK, IL  
60527

**SHEET TITLE**  
**SITE DIMENSION**  
**PLAN**

VERSION: 00.001  
ISSUE DATE: 10-2021

Job No. : 21.1028  
Store : 2995  
Date : 10.2021  
Drawn By : MM  
Checked By: SH

Sheet

C-2.0

OCT 15 2021

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## **EXHIBIT “B” Canopy Elevations**





Revisions:

AL

220 E. CENTRAL PKWY, STE 4000  
ALTAMONTE SPRINGS, FL 32701  
407.645.5008

SHEET TITLE  
ANOPY  
LEVATIONS  
- F2F & OMD

Job No. : 21.1028

tore : 2995

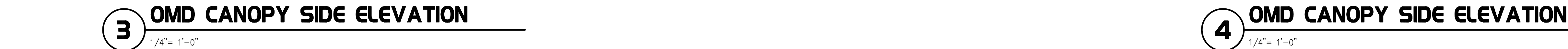
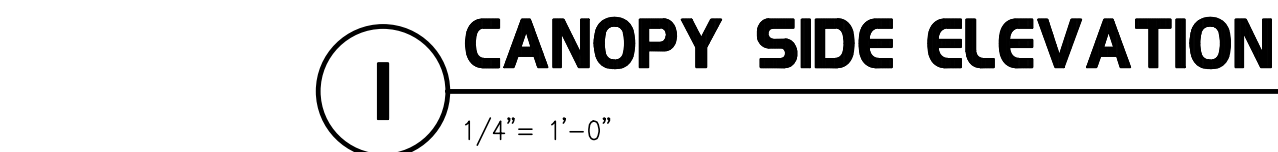
ate : 09.2021

Drawn By : TG

Checked By: JF

Sheet

## A-2.1





## Village of Willowbrook

### Staff Report to the Village Board

**Village Board:**

Receive/Vote Date December 20, 2021

**Prepared By:**

Karen L. Stonehouse, AICP, Planning Consultant

**Case Title:**

Zoning Case No. 21-08:  
Willowbrook Town Center Amendment #7 (Chick-fil-A)

**Petitioner:**

Amanda Bishop, Interplan LLC c/o Chick-fil-A Inc.  
220 East Central Parkway, Ste 4000  
Altamonte Springs, FL 32714  
And as authorized by:  
Chick-fil-A, Inc. (Jason Rozier)  
5200 Buffington Road  
Atlanta, GA 30349

**Action Requested by Applicant:**

Consideration to amend a Planned Unit Development as a minor change under Section 9-13-4(C)6(b) to allow for the installation of canopies over the Order/M meal delivery and Multi-lane Order sections of the existing Chick-fil-A restaurant drive-through. Pass the Ordinance.

**Location:**

7101 Kingery Highway, Willowbrook IL

**PIN:**

09-26-200-010

**Existing Zoning:**

B-2 with a Special Use Permit for a PUD/Mixed Use Retail

**Existing Land Use:**

Community Commercial

**Property Size:**

20.68 acres (Chick-fil-A site is .49 acres)

**Surrounding Land Use:**

	Use	Zoning
North	Pete's Fresh Market	B-2/Special Use
South	Panera Bread	B-2/Special Use
East	Buffalo Wild Wings	R-5/Special Use
West	Single Family Residential	R-2/City of Darien

**Documents Attached:**

1. Legal Description
2. Order Meal Delivery Canopy Example
3. Engineering Review Letter, prepared by Christopher B. Burke Engineering Ltd., and dated November 29, 2021 (1 page)
4. Tri-State Fire Protection District Review Letter, dated November 9, 2021 (1 page)

**Necessary Action by Village Board:**

Pass the Ordinance.



## Site Description

The Willowbrook (WB) Town Center shopping center has been successfully operating since its initial approval in 2006. The WB Town Center contains approximately over 200,000 square feet of retail and restaurant space. The applicant, Chick-fil-A, is now requesting the approval of a minor amendment to the WB Town Center Planned Unit Development (PUD) for the installation of two canopies over its existing drive-through lanes: one over the order/meal delivery window located along the northwest side of the existing Chick-fil-A building, and one over the multi-land order point on the east side of the building. The minor amendment will be acted upon by the Village Board and does not require Plan Commission review and recommendation.

**Exhibit 1** Restaurant and Proposed Canopy Locations



Aerial Source: <https://qis.dupageco.org/>.

## Background and History

On August 28, 2006, the Village Board approved ordinance 06-O-27, which rezoned the property to the B-2 district, granted a special use permit for a PUD, granted variations from the Zoning Ordinance and Subdivision Regulations, and approved the Preliminary Plat of Subdivision and Preliminary Plat of PUD for the development of the Willowbrook Town Center.

On May 29, 2007, the Village Board approved Ordinance 07-O-10, granting approval of the Final Plat of Subdivision and PUD for the Town Center.

On September 24, 2007, the Village Board approved Ordinance 07-O-22, which amended the special use permit and approved an amended and restated preliminary and final plat of PUD.

On November 23, 2009, the Village Board approved Ordinance 09-O-29, which amended the special use permit and approved a special use permit for a delicatessen and food store for the Willowbrook Town Center.



On August 8, 2011, the Village Board approved Ordinance No. 11-O-12, which amended the special use permit and approved a minor change to modify the Portillo's drive-through.

On November 26, 2012, the Village Board approved Ordinance No. 12-O-26, which amended the special use permit and approved a minor change to allow for a drive through restaurant (Chick-fil-A), including modifications to parking and circulation.

On November 23, 2020, the Village Board approved Ordinance No. 20-O-57, which approved a minor change to allow for an employee shelter at the Chick-fil-A drive-through.

## **Development Request**

Chick-fil-A is requesting approval for a minor amendment to the PUD to allow for the installation of two overhead canopy structures covering parts of the drive-through lanes for the existing Chick-fil-A restaurant. The approximately 5,500 square foot Chick-fil-A restaurant is surrounded with double drive-through lanes. The path of travel for vehicles using these drive-through lanes begins near the southeast corner of the restaurant where customers can access the menu order boards to submit their order. A multi-lane order point (MLOP) canopy measuring approximately 55' x 25' will cover the drive-through lanes at the order points on the east side of the building. The small existing canopy will remain. After putting in their orders at the menu boards, customers drive forward and make a left turn to the pick-up window. An order meal delivery (OMD) canopy measuring approximately 55' x 11'6" will cover the pick-up point on the north side of the building. Both canopies will have a vertical clearance height of 9'.

A drawing of an example OMD canopy is Attachment 2 to this report. The site dimension plan and canopy elevation drawings are Exhibits "A" and "B", respectively, to the Ordinance approving this Minor PUD change to install the canopies.

The proposed installation of the drive-through canopies is a relatively minor request. Per Section 9-13-4(C)6(b) of the Zoning Ordinance, major changes are distinguished from minor changes, and specifies that minor changes may be approved by the Village Board by ordinance without public hearing or consideration by the Plan Commission. The proposed installation of the employee shelter is classified as a minor change because it is not categorized in any of the seven listed major changes.

## **Staff Analysis**

### **Appropriateness of Use**

The installation of the drive-through canopies does not conflict with the Comprehensive Plan's design objectives and conceptual design. The proposed canopies are consistent with the previously approved PUD plan.

### **Traffic Flow & Access**

The proposed amendment will not affect traffic flow and access between the Chick-fil-A's drive-through entrance and exit area, nor will it negatively impact the existing parking/circulation.

### **Wetlands/Stormwater Management**

No change. Adequate facilities, both on site and off site, are provided to ensure that all drainage related issues are addressed. The proposed canopies have been reviewed by the Village Engineer to ensure that they do not conflict with any known existing utilities (e.g. watermain, sanitary sewer, storm sewer).

## **Summary of Relief Requested**

No variations or relief are being requested nor recommended.



## Staff Recommendation

Staff recommends the Village Board approve the minor change to the existing PUD subject to the plans attached to the Ordinance approving the change.

1. Chick-Fil-A Store #2995, Site Dimension Plan, as prepared by Interplan Architecture/Engineering/Interior Design/Project Management, 604 Courtland Street, Suite 100, Orlando, Florida 32804, Job No. 20.0557, and dated 10.2021.
2. Chick-Fil-A Store #2995, Canopy Elevations, F2F and OMD, as prepared by Interplan Architecture/Engineering/Interior Design/Project Management, 604 Courtland Street, Suite 100, Orlando, Florida 32804, Job No. 20.0557, and dated 10.2021.





**Attachment 1**  
**Legal Description**

PARCEL A:

LOTS 1, 2, AND 3 IN AMENDED AND RESTATED PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTION 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN IN HINSDALE HIGHLANDS ESTATES, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 720969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 18, 1954 AND RECORDED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RAGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RESTATED PLAT OF SAID PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007, AS DOCUMENT NUMBER R2007-183986, IN DUPAGE COUNTY, ILLINOIS.

PARCEL B:

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL A ABOVE FOR GRADING, PLANTING AND LANDSCAPING AS CREATED BY EASEMENT AGREEMENT DATED JANUARY 12, 2007 AND RECORDED JANUARY 25, 2007 AS DOCUMENT NUMBER R2007-016036.

PARCEL C:

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL A ABOVE FOR UTILITY EASEMENTS AS CREATED BY DECLARATION OF EASEMENTS DATED OCTOBER 30, 2007 AND RECORDED NOVEMBER 20, 2007 AS DOCUMENT NUMBER R2007-207439.

PIN: 09-26-200-010, 09-23-406-018 and 09-23-406-019

ADDRESS: 7101 - 7199 Kingery Highway, Willowbrook, IL 60527



**Attachment 2**  
Order Meal Delivery Canopy Example Drawing



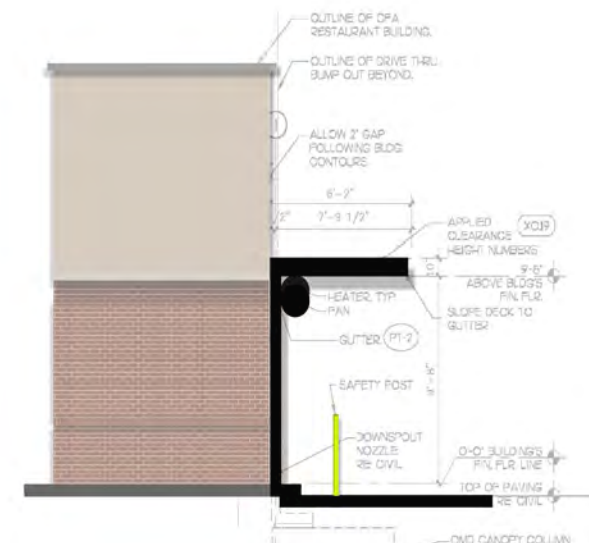
OMD Canopy - Front Elevation  
SCALE:

NTS



OMD Canopy - Reference photo  
SCALE:

NTS



OMD Canopy - Side Elevation  
SCALE:

NTS



# Chick-fil-A "ORDER MEAL DELIVERY CANOPY - Tier 3"

THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED. THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING.



**Attachment 3**  
Engineer's Review Letter (1 page)



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

November 29, 2021

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Karen Stonehouse

Subject: Chick Fil A – Drive Thru Canopies  
(CBBEL Project No. 900144.A6)

Dear Karen:

As requested on November 23, 2021, we have reviewed the plans for new canopies over the drive-thru ordering and pick up areas on the east and north sides of the building, respectively. The submittal includes various documents including canopy elevations with foundation locations and plans from the original restaurant construction. The location of the two proposed canopies will not conflict with any known existing utilities (e.g. watermain, sanitary sewer, storm sewer). Please note that part of the existing water service will be under the east side canopy. The water service is owned and maintained by the property owner. I have no objection to the canopies being constructed. Final building permit plans should show the foundation locations on the site plan which also shows utilities.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

Cc Roy Giuntoli, Village of Willowbrook



**Attachment 4**

Tri-State Fire Department Review Letter (1 page)

FOUNDED IN 1946



# TRI-STATE

## FIRE PROTECTION DISTRICT

236 SUNRISE AVENUE • WILLOWBROOK, ILLINOIS 60527 • (630) 323-6445

November 9, 2021

Interplan LLC  
Attn: Stuart Anderson  
220 E. Central Parkway Suite 4000  
Altamonte Springs, FL. 32701  
407-645-5008

[sanderson@interplanLLC.com](mailto:sanderson@interplanLLC.com)  
[Lcraver@interplanLLC.com](mailto:Lcraver@interplanLLC.com)  
[planner@willowbrook.il.us](mailto:planner@willowbrook.il.us)

RE: Chick-Fil-A  
7101 Kingery Highway  
Willowbrook, IL 60527

To whom it may concern,

We have received a copy of the site plan for the above listed project and drive thru remodel. After review, we find the plans to be in apparent compliance with applicable standards relative to fire prevention and life safety.

Necessary inspections are to be performed along with any outstanding fees paid before occupancy is granted.

*The Bureau of Fire Prevention has been asked to review the plans, specifications or other documents submitted to see if compliance has been made with the Fire Prevention Codes and Ordinances of the Tri-State Fire Protection District. Errors or omissions by representatives of the Bureau of Fire Prevention do not constitute permission to cancel, set aside or waive any provision of any applicable Code or Ordinance of the Tri-State Fire Prevention District. Approvals by the Bureau of Fire Prevention will be in writing only.*

Sincerely,

Chris Drews  
Plan Review Specialist  
Bureau of Fire Prevention  
[cdrews@tristatefd.com](mailto:cdrews@tristatefd.com)  
630-654-6284



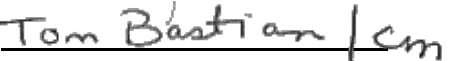
## VILLAGE OF WILLOWBROOK

### BOARD MEETING

#### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) 2021 CHEVROLET TAHOE POLICE PATROL VEHICLES WITH UPFITTING AND STRIPING AT A COST NOT TO EXCEED \$58,046.11 PER VEHICLE

**AGENDA NO.** 8.**AGENDA DATE:** 12-20-21**STAFF REVIEW:** Robert Schaller, Chief of Police**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Vehicle production due to the ongoing computer chip shortage has resulted in a vehicle shortage. According to reports it is predicted the shortfall will persist throughout the rest of 2021, into 2022, and 2023, since demand will remain strong, and supply will remain restricted.

The department was contacted by Curie Motors, the preferred dealership for the Suburban Purchasing Cooperative. They advised that they have two police package Chevy Tahoe's inbound for delivery that are available for purchase.

The department will be budgeting for two new police package squad cars for FY22/23 budget. Due to the current availability the Department requests to purchase these two police package Tahoes prior to the new fiscal year budget to alleviate potential supply issues in 2022.

These new vehicles will replace two existing Ford police vehicles that have reached end of service.

Both new Tahoes will be fully marked police vehicles.

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

Previous research to purchase Chevrolet Tahoe's was conducted and due to the larger size, additional safety features, and the maintenance record of our previous Chevrolet Tahoe, as well as the ability to purchase a (5) five-year 100,000-mile service agreement it was determined that this purchase would provide a better patrol vehicle at a lower cost over its service expectancy. The total cost including upfitting and striping for both vehicles will be \$116,092.22

**ACTION PROPOSED:** Adopt the Resolution



**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) 2021  
CHEVROLET TAHOE POLICE PATROL VEHICLES WITH UPFITTING AND STRIPING AT  
A COST NOT TO EXCEED \$58,046.11 PER VEHICLE**

---

**WHEREAS**, The Village Police Department seeks to purchase two (2) Chevrolet Tahoe patrol vehicles that were bid through the Suburban Purchasing Cooperative.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the purchase of two 2021 Chevrolet Tahoe patrol vehicles, from Currie Motors, at a total cost not to exceed Fifty-Eight Thousand Forty-Six and 11/100ths Dollars (\$58,046.11) per vehicle, including upfitting and striping, is hereby approved.

**BE IT FURTHER RESOLVED** that the Village Administrator of the Village of Willowbrook is hereby authorized and directed, on behalf of the Village of Willowbrook, to execute purchase orders for said vehicles. Copies of said purchase orders and specifications for upfitting and striping are attached hereto as Exhibit "A" and made a part hereof.

PASSED and APPROVED this 20<sup>th</sup> day of December, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## **EXHIBIT “A”**

**CURRIE MOTORS FLEET****INVOICE**

8401 W Roosevelt Rd  
Forest Park, IL 60103

Phone: 708-771-2600

Fax: 815-464-7500

[curriefleet@gmail.com](mailto:curriefleet@gmail.com)

**SOLD TO:**

VILLAGE OF WILLOWBROOK  
7760 S QUINCY STREET  
WILLOWBROOK, IL 60527

INVOICE NUMBER C4760 C4743  
INVOICE DATE 11/22/2021  
PURCHASE ORDER NO. NA  
SALESPERSON Tom Sullivan

**SHIPPED TO:**

TERMS 15 Days From Invoice  
DELIVERY ETA

STOCK #	DESCRIPTION	VIN	AMOUNT
C4760	2021 CHEVROLET TAHOE	1GNSKLED4MR470251	\$ 40,016.34
C4743	2021 CHEVROLET TAHOE	1GNSKLED3MR470273	\$ 40,016.34
FINANCE CHARGES will apply if the invoice is unpaid from <u>15 days</u> after delivery date of the vehicle. The "FINANCE CHARGES" are computed by a periodic rate of <u>1%</u> per month. The title application must be filed with Secretary of State within <u>30 days</u> or will be subject to a delinquent fee of <u>\$188.00</u>			SUBTOTAL \$ 80,032.68

**DIRECT ALL INQUIRIES TO:**

Kristen De La Riva  
815-464-9200  
[fleetcurrie@gmail.com](mailto:fleetcurrie@gmail.com)

**MAKE ALL CHECKS PAYABLE TO:**

Currie Motors  
Attn: Accounts Receivable  
8401 Roosevelt Road  
Forest Park, IL 60130

**PAY THIS AMOUNT**

**\$ 80,032.68**

THANK YOU FOR YOUR BUSINESS!



EVT Tech  
9910 W 190th Street, Suite E  
Mokena, IL 60448

# Estimate

Date	Estimate #
11/23/2021	3326

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2021 Patrol Tahoe		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	ENFLBS1254	S/O nFORCE 54" Rooftop light bar. Dual color. Red/Blue primary. Front White secondary. Rear Amber directional secondary	1,869.95	1,869.95
1	MDASHCPE	MicroDash Pre-Emption Strobe	209.95	209.95
1	ETSS100N	^^^ Multi-Function light bar ^^^		
1	ETSSVBK07	S/O 100N Series composite Speaker	195.00	195.00
		S/O 100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Chevrolet Tahoe Pursuit Police & Civilian Vehicles 2021, Bumper Mount	29.95	29.95
		^^^ Siren speaker and bracket ^^^		
1	5168T-2L51	Go Rhino! light ready push bumper. SoundOff nForce. black textured steel. 2021 Tahoe	424.95	424.95
1	ENFSSS3D	S/O nFORCE® Single Surface Mount Light. Dual Color - Red/White	114.95	114.95
1	ENFSSS3E	S/O nFORCE® Single Surface Mount Light. Dual Color - Blue/White	114.95	114.95
1	EMPS2QMS4D	S/O mPower® 4' Fascia Light w/ Quick Mount Red/White	99.95	99.95
1	EMPS2QMS4E	S/O mPower® 4' Fascia Light w/ Quick Mount blue/white	99.95	99.95
		^^^ Lighted push bumper ^^^		
2	ENT3B3RBW	S/O Intersector Surface Mount Light, 18 LED, Tricolor - Red/Blue/White	189.95	379.90
1	PMP2BKUMB5-P	SoundOff Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021 for use with Intersector Surface Mount, Passenger Side	19.95	19.95
1	PMP2BKUMB5-D	SoundOff Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021 for use with Intersector Surface Mount, Driver Side	19.95	19.95
		*** Mirrors ^^^		
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce, Red / Blue	224.95	449.90
		^^^ 1/4 windows ^^^		
1	EMPAK00FF6	S/O mPower arrow kit. Spoiler mounted. R/A-B/A 2021 Tahoe	795.00	795.00
		^^^ Mounted on spoiler ^^^		

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

**Total**

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
9910 W 190th Street, Suite E  
Mokena, IL 60448

# Estimate

Date	Estimate #
11/23/2021	3326

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2021 Patrol Tahoe		TBA	Net 30	
Qty	Item	Description	Rate	Total
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White ^^ Multi-function lights mounted adjacent license plate ^^	114.95	229.90
2	ELUC3H010B	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness Color Blue	89.95	179.90
2	ELUC3H010R	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness. Color Red ^^ Tail Lights ^^	89.95	179.90
1	ENGSA581CSR	S/O BLUEPRINT 500 SERIES 100W CONSOLE KNOB SIREN	529.95	529.95
1	PSRN5HDK2	S/O 500 Series Siren Conversion Kit, from console to remote	24.95	24.95
1	ENGND04101	S/O bluePRINT remote node, 4 inputs, 10 outputs	199.95	199.95
1	ENGHNK02	S/O bluePRINT remote node harness kit	34.95	34.95
1	ENGLMK001	bluePRINT Link® Micro Module and Vehicle Harness for Chevrolet 2021 ^^ bluePRINT Automated logic siren and lighting controls ^^	265.00	265.00
1	C-VS-1012-TAH-1	Havis Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle	624.95	624.95
1	C-CUP2-I	Havis Internal Console Cupholder	34.95	34.95
1	C-ARM-103	Havis Hinged Armrest for Equipment Console	104.95	104.95
2	C-MCB	Mic clip bracket	11.86	23.72
2	MMSU-1	Magnetic Mic Single Unit	34.95	69.90
1	797-14	14" Equipment Flex-mount (for printer) ^^ Console and accessories ^^	49.95	49.95
1	475-1675	Jotto Chevy Tahoe (2021+) Space Creator Vehicle Partition Featuring Bidirectional Recessed Housing (Full Window w/ Safety Wire Option)	795.00	795.00
1	475-1674	Jotto High Security Extension Panel for Chevy Tahoe (2021+) VP9 Space Creator Vehicle	94.95	94.95
1	475-1743	Jotto Replacement Bio-Seat System for Chevy Tahoe (2021+)	1,349.95	1,349.95
1	475-2015	Jotto Gun Rack - Single Weapon, Partition Mounted, Vertical	279.95	279.95
1	475-1719	Jotto Tahoe (2021+) Secure Grid Window Armor (OEM or ABS Doors)	239.95	239.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

**Total**

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
9910 W 190th Street, Suite E  
Mokena, IL 60448

# Estimate

Date	Estimate #
11/23/2021	3326

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2021 Patrol Tahoe		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	ROOF-FT-NITI-M	^^ Prisoner containment and weapons storage ^^		
1	MB8U25	Sti-Co Flexi-Whip Roof Mount Antenna, BLK	59.95	59.95
1	RFU-600-1	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	34.95
1	AAM01JQH9JC1_N	Mini-UHF Connector	4.95	4.95
		Motorola CM300D ANALOG, 136-174 MHz, 45 watt, 99 channel mobile	489.95	489.95
		^^ VHF Radio and Antenna ^^		
1	T-CHTAHM1-21N-TR-PP	Truck Vault Tahoe Mag 1 Dwr 3rd Removed, Cage 2021+ Tahoe	2,195.00	2,195.00
		^^ Weapons and equipment storage Vault ^^		
1	77555	Streamlight UltraStinger LED flashlight with smart DC Charger	142.95	142.95
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole	175.00	175.00
		Plugs, ZipTies, Tape, Screws, Bolts, Etc)		
1	LABOR	Install above listed equipment plus customer supplied radios, radar, FlashBack Video and Computer	2,995.00	2,995.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

**Total** \$16,234.77

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



Car Reflections  
P.O.Box 4981  
Naperville IL. 60540  
708-951-1555  
len@carreflections.com

Estimate  
☐

Bill To:
Willowbrook Police Dept.
7760 Quincy St.
Willow Brook, IL 60527

Date	Invoice No.	P.O. Number	Terms	Project
11/24/21	405			

Item	Description	Quantity	Rate	Amount
Police Stripe Package	Install complete four door wrap and police stripe package to match the existing design. All 3M 680cr reflective material printed and laminated, This will also include rear chevrons. Door handles and mirrors need to be removed prior to installation.	2	1,795.00	3,590.00
			Total	\$3,590.00



# VILLAGE OF WILLOWBROOK

## BOARD OF TRUSTEES MEETING AGENDA ITEM - HISTORY/COMMENTARY

RESOLUTIONS RELATED TO THE COMMUNITY DEVELOPMENT  
DEPARTMENT:

a. A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN SAFE BUILT ILLINOIS, LLC AND THE VILLAGE OF WILLOWBROOK TO PROVIDE PROFESSIONAL INSPECTION, PLAN REVIEW AND RELATED SERVICES TO THE VILLAGE OF WILLOWBROOK

b. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOVOTNY ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 9.**

**AGENDA DATE:** 12/20/2021

**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator

**SIGNATURE:** 

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

**SIGNATURE:** 

**RECOMMENDED BY:** Brian Pabst, Village Administrator

**SIGNATURE:** 

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

The Building and Zoning Department currently manages the building permit process, including the review and approval of building permits and the accompanying inspections to ensure compliance with the approved plans and the Village's building codes. When inspection and plan review demand is high, the Village requires outside contractors to meet the Village's performance goals. Since 2006, the Village has partnered with TPI for building plan review and inspectional services. The Village has partnered with Christopher Burke Engineering for engineering plan review and inspections since the early 2000s. Any review that is deemed structural, the Village has outsourced the work to Raths, Raths & Johnson since 1995.

#### **EXISTING SERVICES:**

##### **BUILDING PLAN REVIEW/INSPECTIONS**

Since 2006, the Village has outsourced building inspections and building plan review to TPI. Every year, staff has evaluated TPI and continued their services. The hybrid staffing model of contractors and Village employees has been implemented and has resulted in cost reductions compared to hiring additional Village staff. Village staff conducts zoning reviews and manages more minor permits while assisting with reviewing complicated large projects.

##### **MUNICIPAL PLANNING SERVICES**

In 2009, the Village entered into a contract with WBK services to provide planning services. In the last twelve years, WBK has provided four planners at a competitive price. In 2021, due to staffing changes, the Village entered into a contract with SAFEbuilt for municipal planning services for \$100/hr.

##### **ENGINEERING SERVICES/PLAN REVIEW/INSPECTIONS**

Christopher Burke Engineering has provided engineering services (roadway improvement design and assistance), engineering plan review, and inspection to the Village since the early 2000s. The outsourced engineering model has proven successful in delivering quality service and lower prices compared to hiring staff.



## STRUCTURAL ENGINEERING PLAN REVIEW/INSPECTIONS

Since 1995, Rath, Rath & Johnson has provided an exceptional structural plan review and structural inspections

### PROPOSAL

Typically, every three to five years, municipalities evaluate existing contracts and services. As part of that assessment, agencies competitively bid out services to ensure residents receive the best possible services at a competitive price. On September 1, 2021, Village staff released a Request for Proposal (RFP) for building plan review, building inspections, municipal planning, general engineering services, engineering plan review, engineering inspections, and structural engineering.

On September 24, 2021, five (5) contractors responded to the RFP: (1) SAFEbuilt (headquartered in Crystal Lake), (2) TPI Building Code Consultants (Saint Charles), (3) Christopher Burke (Rosemont), (4) Novotny (Willowbrook), and (5) Rath, Rath and Johnson (Willowbrook).

	TPI	SAFEbuilt	Christopher Burke	Novotny	Rath, Rath, and Johnson
Permit Clerk Services	\$60/hr	\$65/hr	N/A	N/A	N/A
Building, Mechanical, and Electrical Inspections	\$78/hr	\$85/hr	N/A	N/A	N/A
Plumbing Inspections	\$75/hr	\$85/hr	N/A	N/A	N/A
Development Center Plan Review	\$65/hr - \$95/hr	\$85/hr	N/A	N/A	N/A
Commercial Plan Review	\$75/hr - \$95/hr	\$92/hr	N/A	N/A	N/A
Municipal Planning Services	N/A	\$100/hr	N/A	N/A	N/A
Structural Plan Review	N/A	\$92/hr	N/A	N/A	\$195/hr <sup>2</sup>
Structural Inspections	N/A	\$85/hr	N/A	N/A	\$195/hr
Engineering Services	N/A	N/A	\$125/hr	\$175/hr <sup>1</sup>	N/A
Engineering Plan Review	N/A	N/A	\$125/hr	\$125/hr	N/A
Engineering Inspections	N/A	N/A	\$125/hr	\$125/hr	N/A

<sup>1</sup>The rate varies on the employee provided by Novotny. Staff believes the appropriate price will likely be significantly lower than \$175/hr, specifically in the range of \$90-\$125/hr

<sup>2</sup>The rate varies on the employee provided by Rath, Rath and Johnson. Staff believes the appropriate price will likely be significantly lower than \$195/hr.

Upon conclusion of interviews, staff recommends SAFEbuilt as the preferred contractor for this building and planning-related services. Among the contractors who submitted proposals, SAFEbuilt provided significant cost savings with their hourly rate model. SAFEbuilt has experience within local governments in DuPage, Cook, and Lake Counties and qualified employees that can perform the work at existing levels. Furthermore, SAFEbuilt has included building permit software in its hourly rate model. As of right now, the Village doesn't have a building permit software tracking system available for external customers. Staff is confident that SAFEbuilt will help the Village improve its customer services and exceed its expectations.

For engineering services, staff is recommending Novotny to replace Christopher Burke. The Village has been impressed with Novotny's services and expects them to continue to provide excellent customer service for Village staff and external customers. Novotny has significant experience in plan review, inspections, and general engineering experience. After reviewing the services provided, staff believes the general hourly rate provided will be within the range of \$95/hr - \$125/hr.

Lastly, staff recommends continuing with Rath, Rath, and Johnson for structural engineering based on their experience and qualified employees. Staff is still in contract negotiations with Rath, Rath and Johnson, but plans to bring their contract to the Board in January 2022.

The proposed pricing for each service is summarized in the table below compared to the current contract:

	Existing Prices				Proposed Contract		
	Current Vendor	Hourly Rate	Unit Cost		Proposed Vendor	Hourly Rate	Unit Cost
Permit Clerk Services	TPI	N/A	N/A		SAFEbuilt	\$65	N/A
Building, Mechanical, and Electrical Inspections	TPI	\$84	N/A		SAFEbuilt	\$85	N/A
Plumbing Inspections	TPI	N/A	\$50		SAFEbuilt	\$85	N/A
Building Plan Reviews	TPI	\$84	Varies		SAFEbuilt	<del>Eliminated</del>	<del>Eliminated</del>
Development Center Plan Review	N/A	N/A	N/A		SAFEbuilt	\$85	N/A
Commercial Plan Review	TPI	N/A	Varies		SAFEbuilt	\$92	N/A
Municipal Planning Services	SAFEbuilt	\$100	N/A		SAFEbuilt	\$100	N/A
Structural Plan Review	Rath, Rath and Johnson	\$195	N/A		Rath, Rath and Johnson	\$195 <sup>2</sup>	N/A
Structural Inspections	Rath, Rath and Johnson	\$195	N/A		Rath, Rath and Johnson	\$195 <sup>2</sup>	N/A
Engineering Services	Christopher Burke	\$115	N/A		Novotny	\$175 <sup>1</sup>	N/A
Engineering Plan Review	Christopher Burke	\$115	N/A		Novotny	\$125	N/A
Engineering Inspections	Christopher Burke	\$115	N/A		Novotny	\$125	N/A

<sup>1</sup>The rate varies on the employee provided by Novotny. Staff believes the appropriate price will likely be significantly lower than \$175/hr, specifically in the range of \$90-\$125/hr

<sup>2</sup>The rate varies on the employee provided by Rath, Rath and Johnson. Staff believes the appropriate price will likely be significantly lower than \$195/hr.

**ACTION PROPOSED:** Adopt the attached resolutions.

**RESOLUTION NO. 21-R- \_\_\_\_**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN  
SAFEBUILT ILLINOIS, LLC AND THE VILLAGE OF WILLOWBROOK TO  
PROVIDE PROFESSIONAL INSPECTION, PLAN REVIEW AND RELATED  
SERVICES TO THE VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, the Village of Willowbrook (the “Willowbrook”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, Illinois (hereinafter referred to as the “Village”), it is advisable, necessary and in the public interest that the Village contract with an outside entity to provide professional inspection, plan review and related services for the Village;

**WHEREAS**, SAFEbuilt Illinois, LLC has submitted a satisfactory proposal to the Village and it is advisable and in the best interest of the Village that SAFEbuilt Illinois, LLC be retained to provide professional inspection, plan review and related services for the Village, upon the terms and conditions set forth in that certain proposal and agreement, a copy of which are attached hereto as Exhibit “A” and expressly made a part hereof.

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

**SECTION 1.** That certain proposal and agreement for professional inspection, plan review and related services submitted by SAFEbuilt Illinois, LLC, attached hereto as Exhibit “A” and made a part hereof, is hereby accepted and approved.

**SECTION 2.** The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain Agreement by and between the Village and SAFEbuilt Illinois, LLC for the furnishing of professional inspection, plan review and related services and the Village Clerk is hereby directed to attest to the signature of the Village Mayor.

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

PASSED and APPROVED this 20<sup>th</sup> day of December, 2021, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**Exhibit “A”**

**AGREEMENT BY AND BETWEEN  
SAFEBUILT ILLINOIS, LLC AND THE VILLAGE OF WILLOWBROOK**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN VILLAGE OF WILLOWBROOK, ILLIONOS  
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Village of Willowbrook, Illinois (“Municipality”) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

**RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

**3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments due to Consultant shall be paid pursuant to The Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

**5. TERM**

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other, in writing, of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR



SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

#### 14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

#### 15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

#### 16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii)

monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide

services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Brian Pabst, Village Administrator Village of Willowbrook 855 Midway Drive Willowbrook, Illinois 60527 Email: <a href="mailto:bpabst@willowbrook.il.us">bpabst@willowbrook.il.us</a>	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a>

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Illinois, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits A through D, inclusive, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Avner Alkhas, Chief Financial Officer  
SAFEbuilt Illinois, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Village of Willowbrook, Illinois  
By: Frank A. Trilla, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building, Electrical, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

#### Planning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Services may include:

- ✓ Review of Building Permits for Zoning Code compliance
- ✓ Review of zoning applications and site plans
- ✓ Preparation of staff reports and recommendations to planning commission and elected officials
- ✓ Training programs for Planning Commission and Appeals Board
- ✓ Preparation of zoning code amendments
- ✓ Updates to the zoning code and other land development regulations
- ✓ Preparation of new master plan
- ✓ Preparation of special studies (subarea plans, corridor studies, etc.)

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Permit Technician will be available as mutually agreed upon
- ✓ Inspectors will be dispatched daily
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
<b>INSPECTION SERVICES</b>	Inspections requested before 4:00 p.m. completed the following business day		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW</b>	Provide comments within the following timeframes:		
<b>TURNAROUND TIMES</b>	Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Inspection Services <ul style="list-style-type: none"><li>• Building, Mechanical, Plumbing, Electrical</li></ul>	\$85.00 per hour – one (1) hour minimum
Plan Review Services <ul style="list-style-type: none"><li>• Residential and Commercial</li></ul>	\$92.00 per hour – one (1) hour minimum
Permit Technician Service	\$65.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Planning Consultation Services	\$100.00 per hour – one (1) hour minimum
Hourly time tracked will start when Consultant checks in at Municipality or first inspection site.	



## **EXHIBIT C – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS**

Insert here

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## EXHIBIT D - VILLAGE OF WILLOWBROOK CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by SAFEbuilt Illinois, LLC. (the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Willowbrook in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Avner Alkhas, hereby certify that I am the duly authorized agent of SAFEbuilt, Illinois, LLC, and as such, hereby represent and warrant to the Village of Willowbrook, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village of Willowbrook, as a condition of any agreement with the Village of Willowbrook, that the Contractor is under no legal prohibition on contracting with the Village of Willowbrook, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;

- b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug violations;
  - C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
  - D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Paragraph 2.A.3(b) from an employee or otherwise receiving actual notice of such conviction;
  - E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
3. The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.
4. No Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the

Contractor has disclosed to the Village of Willowbrook in writing the name(s) of the holder of such interest.

5. No officer or employee of Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the Code of Ordinances of the Village of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

6. The Contractor has not given to any officer or employee of Village of Willowbrook any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the Village of Willowbrook in writing within seven (7) days.

Dated: \_\_\_\_\_, 2021

Contractor: SAFEbuilt ILLINOIS, LLC

By: \_\_\_\_\_  
Avner Alkhas,  
its duly authorized agent

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Avner Alkhas, known to me to be the Chief Financial Officer of SAFEbuilt Illinois, LLC, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: \_\_\_\_\_, 2021

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Notary Public

(SEAL)

**RESOLUTION 21-R- \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT  
WITH NOVOTNY ENGINEERING TO PROVIDE  
PROFESSIONAL ENGINEERING  
SERVICES TO THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village of Willowbrook (the “Village”) is a home-rule unit of government pursuant to the provisions of ARTICLE VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village of Willowbrook has determined it is necessary to engage the services of a professional engineering firm to provide professional engineering services needed and as detailed in that certain agreement for Professional Engineering Services, and project understanding for professional services (the “Agreement”), attached hereto as Exhibit “A” and made a part hereof; and

**WHEREAS**, the Village desires to retain Novotny Engineering to provide professional engineering services to the Village; and

**WHEREAS**, the Village has determined that such services involve a high degree of professional skill and judgment; and

**WHEREAS**, the Village has previously retained the services of Novotny Engineering and the Village has a satisfactory relationship with Novotny Engineering; and

**WHEREAS**, the Village has determined that it is necessary, proper and in the best interest of the Village to retain Novotny Engineering to provide professional engineering services, all as set forth in its proposal and upon the terms and conditions as set forth in that certain agreement, and general terms and conditions attached hereto as Exhibit "A" and made a part hereof.

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

**SECTION 1:** The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully restated herein.

**SECTION 2:** That certain agreement by and between Novotny Engineering and the Village of Willowbrook, including the general terms and conditions, attached hereto as Exhibit "A" and made a part hereof, be and is hereby adopted and approved.

**SECTION 3:** The Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, that certain agreement by and between the Village of Willowbrook and Novotny Engineering, including the general conditions and the Village Clerk is directed to attest to said signature.

**SECTION 4:** The Village Administrator of the Village of Willowbrook is further authorized and directed to execute on behalf of the Village of Willowbrook any and all other acts necessary to carry into effect the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 5:** This Resolution shall be effective upon its passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

**PASSED** and **APPROVED** by the Mayor and Board of Trustees of the Village of Willowbrook this 20<sup>th</sup> day of December, 2021, by a ROLL CALL VOTE as follows:

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

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

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

ABSTAIN: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk



**EXHIBIT “A”**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN  
NOVOTNY ENGINEERING AND THE VILLAGE OF WILLOWBROOK**

# **EXHIBIT "A"**

## **GENERAL CONDITIONS EXHIBIT TO ENGINEERING AGREEMENT**

### **A. THE ENGINEER AGREES:**

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

#### **a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

#### **b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for negligent acts, errors or omissions in the performance of professional services.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

#### **c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE.

#### **d. Other Insurance Provisions**

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

- (1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after ten (10) days' prior written notice by regular mail has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, in any such action alleged to be solely caused by the ENGINEER. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors;
  - d. If a Commissioner, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5

ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). Failure by the ENGINEER to maintain the books, records and supporting documents required by this section or the failure by the ENGINEER to provide full access to and copying of all relevant books and records within five business days of receiving a request for public records from the VILLAGE shall establish a presumption in favor of the VILLAGE for the recovery of any funds paid by the VILLAGE under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or

disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
  - b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
  - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
  - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, Commissioners, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and

punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

21. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
22. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
23. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
24. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
25. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
VILLAGE OF WILLOWBROOK  
835 Midway Drive  
Willowbrook, Illinois 60527  
Attn: Brain Pabst, Village Administrator
  - b. If to the ENGINEER:  
FRANK NOVOTNY & ASSOCIATES, INC.  
545 Plainfield Road, Suite A  
Willowbrook, Illinois 60527  
Attn: Timothy Geary, President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
26. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

27. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
28. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
29. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
30. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
  - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
  - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
  - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
  - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
    - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
    - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
    - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
    - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in



its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:

- (a) the dangers of drug abuse in the workplace;
  - (b) the ENGINEER's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance program; and
  - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the VILLAGE, in that no VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
- j. in compliance with the Code of Ordinances of the VILLAGE, in that no officer or employee of the VILLAGE has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- k. The ENGINEER has not given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII, Division 1 of the Code of Ordinances of the VILLAGE.
- l. No VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the VILLAGE in writing the name(s) of the holder of such interest.

- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the VILLAGE, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person

**VILLAGE OF WILLOWBROOK**

<b>BOARD MEETING</b> <b>AGENDA ITEM - HISTORY/COMMENTARY</b>
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<b>ITEM TITLE:</b> AN ORDINANCE AMENDING TITLE 9, ENTITLED "ZONING REGULATIONS", OF THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (Defining and Regulating Adult-Use Cannabis)	<b>AGENDA NO. 10.</b>  <b>AGENDA DATE: 12/20/21</b>						
<table style="width: 100%;"> <tr> <td style="width: 50%;"> <b>STAFF REVIEW:</b> Karen Stonehouse, AICP, Planning Consultant         </td> <td style="width: 50%;"> <b>SIGNATURE:</b> <u>KL Stonehouse</u> </td> </tr> <tr> <td> <b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney         </td> <td> <b>SIGNATURE:</b> <u>Tom Bastian / cm</u> </td> </tr> <tr> <td> <b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator         </td> <td> <b>SIGNATURE:</b> <u>B. Pabst</u> </td> </tr> </table>		<b>STAFF REVIEW:</b> Karen Stonehouse, AICP, Planning Consultant	<b>SIGNATURE:</b> <u>KL Stonehouse</u>	<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> <u>Tom Bastian / cm</u>	<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>B. Pabst</u>
<b>STAFF REVIEW:</b> Karen Stonehouse, AICP, Planning Consultant	<b>SIGNATURE:</b> <u>KL Stonehouse</u>						
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> <u>Tom Bastian / cm</u>						
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>B. Pabst</u>						
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> 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> The proposed text amendments were developed in order to further define and regulate licensed adult-use cannabis dispensing organizations in compliance with the Cannabis Regulation and Tax Act (CRTA), enacted by the State of Illinois which became law on June 25, 2019. Under the Act, local governments are permitted to establish reasonable zoning regulations that are not conflict with the Act.							
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b> On December 16, 2019, the Village of Willowbrook's Board of Trustees approved Ordinance No. 19-O-36 defining and regulating adult-use cannabis. The Ordinance approved text amendments to the Village Zoning Ordinance to provide definitions of cannabis dispensary-related terms, and to add Adult-Use Cannabis Dispensing Organization as a special use in the OR Office Research and M1 Light Manufacturing zoning districts. Village Staff have not been approached by any potential dispensary proprietors interested in locating in the OR or M1 zoning districts.  The Village of Willowbrook, as petitioner, is requesting text amendments to the Zoning Code to allow consideration of adult-use cannabis dispensing organizations as special uses in the B-2 Community Shopping, B-3 General Business, and B-4 Highway & Service Business zoning districts. The text amendments would also provide consistent wording for listing of adult-use cannabis dispensing organizations where they are included as a special use in the OR and M1 districts.  The Village's petition was discussed at the November 8, 2021 special meeting of the Plan Commission. There were no members of the public that came forward in support or opposition of the proposed text amendments. The Plan Commission voted 7-0 in favor of the proposed text amendments to forward a positive recommendation to the Village Board.  The CRTA does not require separation distance from any particular land uses except for a separation distance of 1,500 feet between dispensaries. The 1500-foot distance between dispensaries is a requirement State-wide. The Village's Zoning Ordinance currently does include additional separation distance requirements in the Special Uses section of the OR and M1 districts, however, Staff recommend that rather than establishing distance requirements that apply to all adult-use cannabis dispensaries, any distance requirements and other regulations be established as part of the special use consideration process on a case-by-case basis.							
<b>ACTION PROPOSED:</b> Pass the Ordinance.							

**ORDINANCE NO. 21-0-\_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 9, ENTITLED “ZONING REGULATIONS”,  
OF THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK,  
DUPAGE COUNTY, ILLINOIS  
(Defining and Regulating Adult-Use Cannabis)**

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**WHEREAS**, the Village of Willowbrook, an Illinois home rule municipal corporation (the “Village”), has adopted certain municipal regulations for the purpose of improving and protecting the public health, safety, comfort, convenience and general welfare of the people, which regulations are codified in the Village Code of the Village of Willowbrook, as amended; and

**WHEREAS**, the State of Illinois (the “State”) enacted the Cannabis Regulation and Tax Act (the “Act”) (410 ILCS 701/1 *et seq.*), which pertains to the possession, use, cultivation, transportation and dispensing of adult-use cannabis; and

**WHEREAS**, pursuant to the Act, the Village may enact reasonable zoning ordinances or resolutions not in conflict with the Act, regulating adult-use cannabis dispensing organizations, including rules adopted governing the time, place, manner and number of cannabis dispensing organizations, and minimum distance limitations between cannabis dispensing organizations and locations the Village deems sensitive; and

**WHEREAS**, the Village of Willowbrook maintains a zoning ordinance which is found in Title 9, entitled “Zoning Regulations”, of the Village Code of the Village of Willowbrook (the “Zoning Ordinance”); and,

**WHEREAS**, the corporate authorities of the Village deem it reasonable to periodically review the Zoning Ordinance and make necessary changes; and

**WHEREAS**, on November 17, 2021, the Village initiated an amendment to the Zoning Ordinance to review and consider additional amendments to further regulate adult-use cannabis dispensing organizations within the Village; and

**WHEREAS**, a public notice was published in compliance with Section 9-15-3(A) of the Zoning Ordinance, in the Chicago Sun Times on November 23, 2021, which is not more than thirty (30) nor less than fifteen (15) days prior to the public hearing date; and,

**WHEREAS**, pursuant to the public notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on or about December 8, 2021, all as required by the statutes of the State and the ordinances of the Village; and

**WHEREAS**, at the public hearing, the applicant provided testimony in support of the proposed amendments to the Zoning Ordinance, and all interested parties had an opportunity to be heard; and,

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook (the “Corporate Authorities”) have received the recommendation of the Plan Commission pursuant to a memorandum dated December 20, 2021; and;

**WHEREAS**, the Corporate Authorities of the Village have recognized the need to regulate licensed adult-use cannabis dispensing organizations as to their location, spacing, and other considerations, and after careful study and consideration have developed this Ordinance to accomplish these objectives; and

**WHEREAS**, the Corporate Authorities of the Village have determined that regulating the location of licensed adult-use cannabis dispensing organizations and on-site use of cannabis at dispensing organizations in accordance with the regulations contained in this Ordinance will serve these substantial governmental and community interests and that the applicable standards related to the approval of a text amendment have been met; and

**WHEREAS**, the purpose of this Ordinance is to provide reasonable regulations regarding the location of licensed adult-use cannabis dispensing organizations occurring within the corporate limits of the Village, to ensure that licensed adult-use cannabis dispensing organizations located

within the corporate limits of the Village comply with the Act and the regulations promulgated thereunder, as may be amended from time to time, to provide in a reasonable manner for the impact and compatibility of licensed adult-use cannabis dispensing organizations with the existing and anticipated future uses of land within the Village in order to promote, preserve and facilitate compatible uses in the various zoning district and to further promote the public health, safety and welfare of the Village; and

**WHEREAS**, the Corporate Authorities of the Village declare that control of licensed adult-use cannabis dispensing organizations is necessary to protect property values, to protect the public investment, the health, welfare and safety of residents of the Village, and to promote the overall economic welfare of the Village; and

**WHEREAS**, the Corporate Authorities of the Village have reviewed the recommendations of the Plan Commission and finds that it is in the best interest of the Village to amend the Zoning Ordinance.

**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 Title 9, Chapter 6B, Section 9-6B-2; Title 9, Chapter 6C, Section 9-6C-2; and Title 9, Chapter 6D, Section 9-6D-2 are all hereby amended to add the following:

“Adult-Use Cannabis Dispensing Organization. For purposes of determining required parking, said facilities shall be classified as ‘Other business and commercial establishments’ per Section 9-10-5(K) of the Zoning Ordinance, provided, however, that the Village may require that additional parking be provided if it is determined that more parking is necessary. Consumption of cannabis and cannabis-infused products on the premises of any adult-use cannabis dispensing organization shall be prohibited.”

**SECTION TWO:** That the Special Uses for “Adult-Use Cannabis Dispensing Organization” stated in Title 9, Chapter 7B, Section 9-7B-2 and in Title 9, Chapter 8, Section 9-8-2; are each hereby amended to read as follows:

“Adult-Use Cannabis Dispensing Organization. For purposes of determining required parking, said facilities shall be classified as ‘Other business and commercial establishments’ per Section 9-10-5(K) of the Zoning Ordinance, provided, however, that the Village may require that additional parking be provided if it is determined that more parking is necessary. Consumption of cannabis and cannabis-infused products on the premises of any adult-use cannabis dispensing organization shall be prohibited.”

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

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

PASSED and APPROVED BY A ROLL CALL VOTE this 20<sup>th</sup> day of December, 2021.

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

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

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

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

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn,  
Village Clerk





## Village of Willowbrook

### Staff Report to the Village Board

<b>Public Hearing Date:</b>	December 20, 2021										
<b>Prepared By:</b>	Karen L. Stonehouse, AICP, Planning Consultant										
<b>Case Title:</b>	PC 21-09: Text Amendments to further define and regulate Adult-Use Cannabis Dispensing Organizations in the Village of Willowbrook										
<b>Petitioner:</b>	Village of Willowbrook										
<b>Action Requested by Applicant:</b>	Pass the Ordinance										
<b>Code Sections to be Amended:</b>	Title 9 – Zoning Section: <table><tr><td>9-6B-2</td><td>Special Uses</td></tr><tr><td>9-6C-2</td><td>Special Uses</td></tr><tr><td>9-6D-2</td><td>Special Uses</td></tr><tr><td>9-7B-2</td><td>Special Uses</td></tr><tr><td>9-8-2</td><td>Special Uses</td></tr></table>	9-6B-2	Special Uses	9-6C-2	Special Uses	9-6D-2	Special Uses	9-7B-2	Special Uses	9-8-2	Special Uses
9-6B-2	Special Uses										
9-6C-2	Special Uses										
9-6D-2	Special Uses										
9-7B-2	Special Uses										
9-8-2	Special Uses										
<b>Documents Attached:</b>	<ol style="list-style-type: none"><li>1. Willowbrook Zoning Map</li><li>2. Adult-use Cannabis Dispensing Organization Business Operational Rules</li><li>3. Public Hearing Notice</li></ol>										

<b>Necessary Action by Village Board:</b>	Pass the attached Ordinance.
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## **History & Discussion of Request**

### **The Cannabis Regulation and Tax Act ("CRTA")**

On June 25, 2019, Public Act 101-0027 created the Cannabis Regulation and Tax Act ("CRTA"). Effective January 1, 2020, the Illinois became the 11<sup>th</sup> State to legalize the possession and private use of cannabis for Illinois residents over 21 years of age.

The CRTA preserves have the authority of municipalities to enact reasonable zoning regulations that are not in conflict with the CRTA. Municipalities also may enact zoning ordinances and regulations designating the time, place, manner and number of cannabis business operations through special use permits. The Village of Willowbrook has the ability to determine where these establishments can be located and how they should be regulated in order to comply with the State law. In addition to zoning authority, municipalities will have the authority to allow for or prohibit on-premise use of cannabis at locations to be determined locally.

The focus of this staff report is limited to the regulation of adult-use cannabis dispensing organizations. No changes are recommended to the regulation of medical cannabis dispensaries or cultivation centers.

### **Municipal Cannabis Retailers' Occupation Tax Law**

Adult-use cannabis is subject to the 6.25% State Retailers' Occupation Tax as well as local retailers' occupation taxes in the same manner as other general merchandise. In addition, the Municipal Cannabis Retailers' Occupation Tax Law authorizes municipalities to impose a tax on the gross receipts from sales of adult-use cannabis (medical cannabis is excluded from this local cannabis-specific tax).

On December 16, 2019, the Village of Willowbrook amended its municipal code to add the Municipal Cannabis Retailers' Occupation Tax, a special tax of three percent (3%) of gross receipts of retail cannabis sales, excepting medical cannabis sales.

In April 2021, the State's 110 licensed adult-use dispensaries rang up \$115 million in sales. Sales so far in 2021 have exceeded \$1.12 billion statewide.

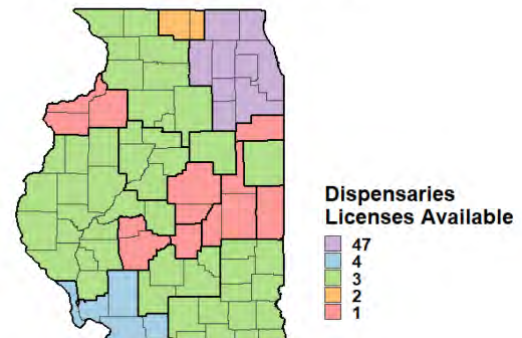
[\[https://chicago.suntimes.com/cannabis/2021/11/2/22760072/illinois-dispensaries-marijuana-recreational-sales-medical-cannabis\]](https://chicago.suntimes.com/cannabis/2021/11/2/22760072/illinois-dispensaries-marijuana-recreational-sales-medical-cannabis)



### **Growth of Dispensaries in the Region**

Since Illinois law was changed to permit adult-use cannabis, there has been significant growth in the number of cannabis dispensaries. The State of Illinois limits the number of dispensaries in regions within the state. Willowbrook is a part of the Chicago-Naperville-Elgin region, which is allowed up to forty-seven (47) adult-use cannabis dispensary licenses. The Village plays no role in the licensing process as it is left up to the Illinois Department of Financial and Professional Regulation to select and process those individuals attempting to obtain a license.

### **Licenses by Region in 2021**

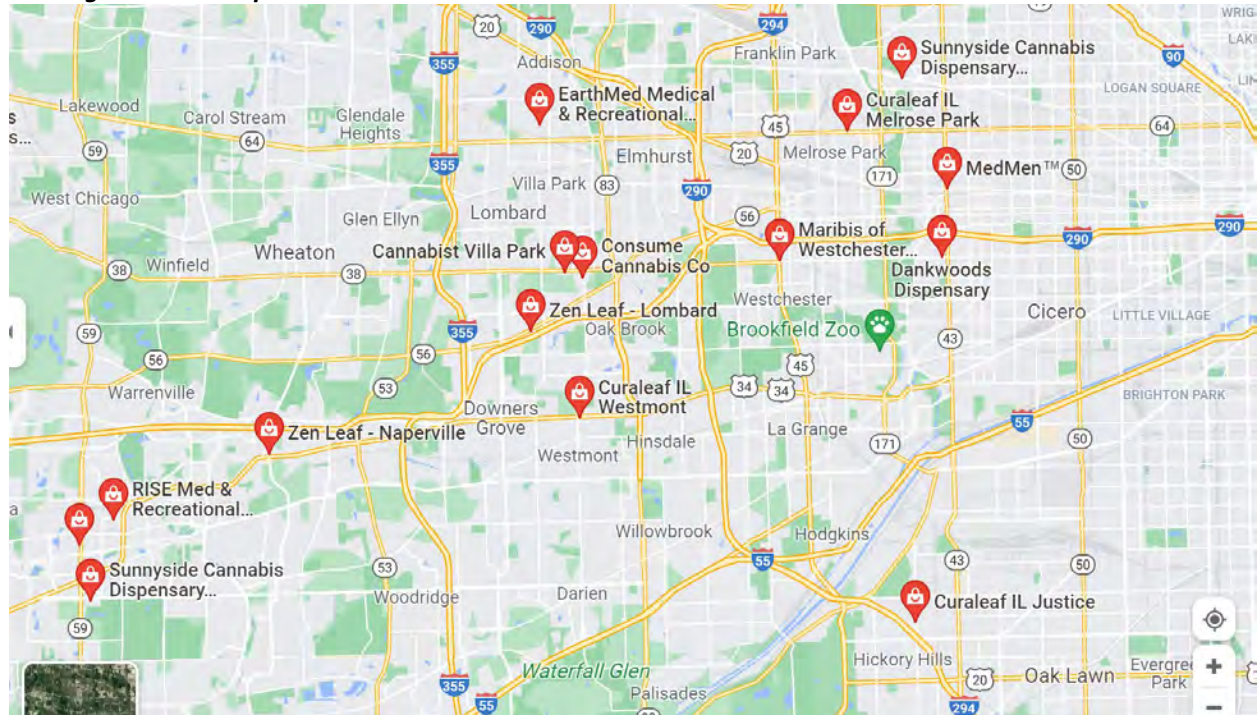


In 2019, the Village approved a Text Amendment to the Zoning Ordinance to allow Adult-Use Cannabis Dispensing Organizations as a Special Use in the OR Office Research and M1 Light Manufacturing Districts.

### **Nearby Cannabis Dispensaries**

Cannabis dispensaries have been established in many locations around Willowbrook to meet demand and contribute to local coffers. While a few are medical-only, the trend has been away from medical-only dispensaries, as adult-use dispensaries can also be licensed to sell medical cannabis. Adult-use dispensaries are located in Lombard, Westchester, Westmont, Villa Park, Naperville, and Oakbrook Terrace, among others.

### **Existing Cannabis Dispensaries located near Willowbrook**





### **Current and Proposed Zoning for Adult-Use Cannabis Dispensaries**

Currently, adult-use dispensaries are special uses in Willowbrook's OR and M1 Districts only. If approved, the Zoning Ordinance would be amended to allow consideration of dispensaries as special uses in the B-2, B-3, and B-4 zoning districts. The Willowbrook Zoning Map is Attachment 1 to this report.

#### ***Adult-Use Cannabis Dispensary Special Uses in Willowbrook***

<b>Zoning District</b>	<b>Current (S=Special Use)</b>	<b>Proposed (S=Special Use)</b>
B-1 Neighborhood Commercial	---	---
B-2 Community Commercial	---	S
B-3 General Business	---	S
B-4 Highway and Service	---	S
LOP Limited Office and Professional	---	---
OR Office and Research	S	S
LOR Limited Office & Research	---	---
M-1 Light Manufacturing	S	S

Willowbrook's business-zoned areas, other than Neighborhood Business (B-1) district, are appropriate and intended locations for retail uses that will draw customers to shop in the Village. The B-2 through B-4 zoning districts are generally located along arterial streets, benefiting both the shopper and the merchant. Dispensaries are required to limit signage to the business name, and they generally fit in seamlessly with existing storefronts, often filling vacant tenant spaces. Cannabis product retail stores, carefully regulated, have become good partners to municipalities throughout the Chicago region.

The Village of Willowbrook can consider dispensaries *on a case-by-case basis* in any district in which they are listed as a special use. The Cannabis Regulation and Tax Act provides an extensive list of provisions to ensure that cannabis dispensaries are safe and professional businesses. (Please see Attachment 2.)

### **Regulation through the Special Use Permit Process**

The inclusion of dispensaries as a special use in a given district does not mean the use is allowed as of right. It means that it will be carefully considered as a special use, given its effects on surrounding areas, the Village as a whole, and general welfare of its residents.

This careful consideration is described in the Village's Zoning Ordinance (9-14-5) Special Use Permit Process. The intent of the special use process is to provide a transparent, public review process for land uses that require case-by-case review in order to determine whether they will be compatible with surrounding uses and development patterns. This process will require notification of surrounding property owners and a public hearing before the Plan Commission. The Plan Commission would review the Standards for Special Uses, and would be able to recommend conditions to the proposed project before forwarding their recommendation to the Village Board for final approval. Staff is confident that this process will provide for the most effective review and approval process for the regulation of Adult-Use Cannabis Dispensing Organizations in Willowbrook.



The CRTA does not require separation distance from any particular land uses except for a separation distance of 1,500 feet between dispensaries. The 1500-foot distance between dispensaries is a requirement State-wide. The Village's Zoning Ordinance currently does include additional separation distance requirements in the Special Uses section of the OR and M1 districts, however, Staff recommend that rather than establishing distance requirements that apply to all adult-use cannabis dispensaries, any distance requirements and other regulations be established as part of the special use consideration process on a case-by-case basis.

The Village of Willowbrook's adopted Standards for special uses are listed below. The Zoning Ordinance section on Special Use Permits can be viewed at:

[https://codelibrary.amlegal.com/codes/willowbrookil/latest/willowbrook\\_il/0-0-0-9813](https://codelibrary.amlegal.com/codes/willowbrookil/latest/willowbrook_il/0-0-0-9813)

From the Willowbrook Zoning Ordinance:

9-14-5: SPECIAL USE PERMITS:

(B) Standards:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.
7. Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

(C) Maintenance And Use Of Development: Every property that is governed by a special use permit shall at all times be maintained, used and kept in full conformance with the provisions of this Code and those plans, specifications and special conditions expressly incorporated in any ordinance or resolution governing the construction and development permitted under such special use permit.



## Proposed Text Amendments

The proposed text amendments to the Zoning Ordinance are listed below. The draft ordinance to approve these text amendments is Attachment 4 to this report.

1. Special Uses for the B-2 Community Shopping District, B-3 General Business District, and B-4 Highway and Service Business District stated in Title 9, Chapter 6B, Section 9-6B-2; Title 9, Chapter 6C, Section 9-6C-2; and Title 9, Chapter 6D, Section 9-6D-2 are all hereby amended to add the following:

“Adult-Use Cannabis Dispensing Organization. For purposes of determining required parking, said facilities shall be classified as ‘Other business and commercial establishments’ per Section 9-10-5(K) of the Zoning Ordinance, provided, however, that the Village may require that additional parking be provided if it is determined that more parking is necessary. Consumption of cannabis and cannabis-infused products on the premises of any adult-use cannabis dispensing organization shall be prohibited.”

2. Special Uses for “Adult-Use Cannabis Dispensing Organization” stated in Title 9, Chapter 7B, Section 9-7B-2 and in Title 9, Chapter 8, Section 9-8-2; are each hereby amended to read as follows:

“Adult-Use Cannabis Dispensing Organization. For purposes of determining required parking, said facilities shall be classified as ‘Other business and commercial establishments’ per Section 9-10-5(K) of the Zoning Ordinance, provided, however, that the Village may require that additional parking be provided if it is determined that more parking is necessary. Consumption of cannabis and cannabis-infused products on the premises of any adult-use cannabis dispensing organization shall be prohibited.”

## Public Hearing and Recommendation

The Plan Commission conducted a public hearing on this petition at its December 8, 2021 meeting. The following members were in attendance: Chairman Dan Kopp, Vice Chairman Wagner, Commissioners Baksay, Kanaverskis, Kaucky, Kazcmarek, and Walec. Assistant Village Administrator Halloran, Village Attorney Holmes, and Building Official Guintoli were also in attendance. There were no members of the public that came forward with public comments, either in person or via Zoom.

The Plan Commission had few comments about the proposed text amendment. A question was asked about whether the text amendment included smoking lounges or on-site consumption of cannabis; that aspect is not addressed by this text amendment and on-site use of cannabis would not be allowed. A question was asked about who regulates security for dispensaries; the State has a long list of security protocols, but local law enforcement would be involved as needed. A question was asked about whether the CRTA allows delivery of cannabis products; that is not allowed at this time.

The Plan Commission voted 7-0 in favor of the proposed text amendments to forward a positive recommendation to the Village Board.



## **Staff Recommendation**

Staff recommend the approval of the attached Ordinance to amend the Village Zoning Ordinance and include Adult-use Dispensing Organizations as special uses within the B-2, B-3, and B-4 zoning districts, and modify the description of Adult-use Dispensing Organizations as special uses in the OR and M1 zoning districts to make the language consistent throughout the zoning code.

**Attachment 1**

**Willowbrook Zoning Map**



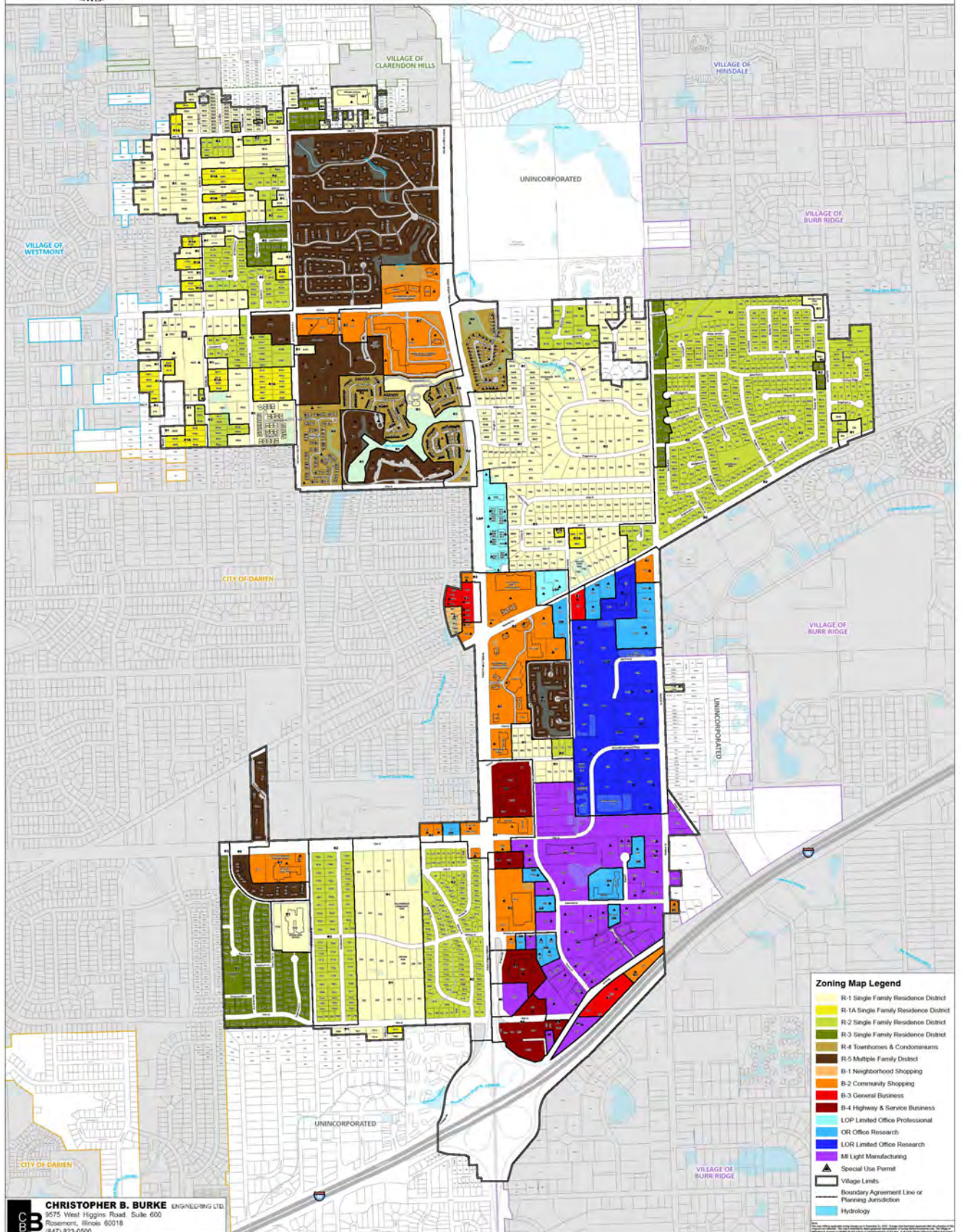


# VILLAGE OF WILLOWBROOK ZONING MAP

ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 22, 2021 (VALID THROUGH DECEMBER 31, 2021)



SCALE: 1" = 1/4" (1" = 1/4" SCALE) 1" = 1/4" (1" = 1/4" SCALE)



**Attachment 2**

**Adult-use Cannabis Dispensing Organization Business Operational Rules (2 pages)**

## Adult-use Cannabis Dispensing Organization Business Operational Rules

<https://www.iml.org/file.cfm?key=16586>

The Cannabis Regulation and Tax Act, in Section 15-70, contains a list of specific business operational rules for adult-use cannabis dispensing organizations that provide a clear baseline of regulatory guidelines for these establishments. Municipalities may include these in any statement on approvals or conditions that are part of any special use permit. These rules include:

- A dispensing organization must include the legal name of the dispensary on the packaging of any cannabis product it sells.
- Dispensing organizations are prohibited from selling any product containing alcohol except tinctures, which are limited to containers that must be no larger than 100 milliliters.
- A dispensing organization may only accept cannabis deliveries into a restricted access area. Deliveries may not be accepted through the public or limited access areas unless otherwise approved under the Act.
- A dispensing organization shall maintain compliance with state and local building, fire and zoning requirements or regulations.
- A dispensing organization shall submit a list to the state of the names of all service professionals that will work at the dispensary.
- A dispensing organization's license allows for a dispensary to be operated only at a single location.
- A dispensing organization may operate between 6:00 a.m. and 10:00 p.m. local time.
- A dispensing organization must keep all lighting outside and inside the dispensary in good working order and wattage sufficient for security cameras.

A dispensing organization shall not:

- Produce or manufacture cannabis;
- Accept a cannabis product from an adult-use cultivation center, craft grower, infuser, dispensing organization or transporting organization unless it is pre-packaged and labeled in accordance with the Act and any rules that may be adopted pursuant to the Act;
- Obtain cannabis or cannabis-infused products from outside the State of Illinois; ☐ Sell cannabis or cannabis-infused products to a purchaser unless the dispensary organization is licensed under the Illinois Medical Cannabis Program Act, and the individual is registered under the Medical Cannabis Program Act or the purchaser has been verified to be over the age of 21;
- Enter into an exclusive agreement with any adult-use cannabis cultivation center, craft grower or infuser;
- Refuse to conduct business with an adult-use cannabis cultivation center, craft grower, transporting organization or infuser that has the ability to properly deliver the product and is permitted by the Illinois Department of Agriculture, on the same terms as other adult-use cannabis cultivation centers, craft growers, infusers or transporters with whom it is dealing;
- Operate drive-through windows;

- Allow for the dispensing of cannabis or cannabis-infused products in vending machines;
- Transport cannabis to residences or other locations where purchasers may be for delivery;
- Enter into agreements to allow persons who are not dispensing organization agents to deliver cannabis or to transport cannabis to purchasers;
- Operate a dispensing organization if its video surveillance equipment is inoperative;
- Operate a dispensing organization if the point-of-sale equipment is inoperative;
- Operate a dispensing organization if the state's cannabis electronic verification system is inoperative;
- Operate a dispensing organization when there are fewer than two people working at any time;
- Be located within 1,500 feet of the property line of a pre-existing dispensing organization. P.A. 102-0098 provides that a social equity applicant or social equity justice involved applicant may seek a dispensing organization license from the Illinois Department of Financial and Professional Regulation at a location within 1,500 feet of a dispensing organization licensed under Section 15-15 or 15-20 of the Act;
- Sell clones or any other live plant material;
- Sell cannabis, cannabis concentrate or cannabis-infused products in combination or bundled with each other or any other items for one price, and each item of cannabis, concentrate or cannabis-infused product must be separately identified by quantity and price on the receipt; and,
- Violate any other requirements or prohibitions set by the Act or administrative rules.

**Attachment 3**

**Public hearing notice (2 pages)**



**NOTICE OF PUBLIC HEARING**  
**ZONING HEARING CASE NO. 21-09**

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, shall pursuant to 65 ILCS 5/11/13/14, conduct a public hearing on the 8th day of December, 2021 at the hour of 7:00 p.m. at the Willowbrook Police Department Training Room, 7760 Quincy Street, Willowbrook, Illinois.

The purpose of this public hearing shall be to consider a petition for text amendments to the Title 9 of the Village Code (Zoning Ordinance) defining and regulating Adult-Use Cannabis Dispensaries in the Village of Willowbrook. The applicant for this petition is the Village of Willowbrook, 835 Midway Drive, Willowbrook Illinois 60527.

The Governor of the State of Illinois has declared a Gubernatorial Disaster Proclamation in response to the COVID-19 outbreak and all of the Village of Willowbrook is covered by the disaster area. In light of the ongoing COVID-19 outbreak, the Mayor of the Village of Willowbrook has determined that an in person meeting for the December 8, 2021, Plan Commission meeting may not be practical or prudent in light of the disaster.

All of the Members of the Plan Commission participating in the December 8, 2021 Plan Commission meeting, wherever their physical location, shall be verified and determined that they can hear one another and can hear all discussion and testimony during the meeting.

Signed: Frank A. Trilla, Mayor of the Village of Willowbrook  
Dated: November 18, 2021

The Village will be providing an option to attend the December 8, 2021 Plan Commission meeting virtually. To join the Zoom Meeting, use the link below:  
<https://us06web.zoom.us/j/87215933168?pwd=RnBMSnRHUmJwYjBvZ0pmMmlLUlFEQT09>  
Meeting ID: 872 1593 3168  
Passcode: 549917

A copy of the Village's petition is on file in the Office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and is available for public inspection.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Karen Stonehouse, Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2233, allowing for a reasonable time before the meeting for accommodation to be made. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be recessed to another date if not concluded on the evening scheduled.

/s/ Brian Pabst

**CLASSIFIED 312.321.2345**

**Public Notices**

**NOTICE**

FOR A LUDOVIG KADEN, INC.

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**Public Notices**

**Public Notices**



**Metropolitan Water Reclamation District of Greater Chicago**

**Notice of Public Hearing**

**Public Hearing**

Pursuant to TO ILCS 2005/2.6 of the "Metropolitan Water Reclamation District Act", public notice is hereby given that a Public Hearing will be held at 2:00 p.m. on Thursday, December 2, 2021 in the Board Room, 100 East Erie Street, Chicago, Illinois, to consider the proposed Budget and proposed tax levy of the Metropolitan Water Reclamation District of Greater Chicago for the fiscal year ending December 31, 2022.

The tentative Budget is available for review on the District's website, www.mwdgc.org and also on file and available for inspection in the Office of the Clerk of the District, Room 249, 100 East Erie Street, Chicago, Illinois.

Attest: Jacqueline Torres  
Clerk of the Metropolitan Water Reclamation District of Greater Chicago

**Public Notices**

**Public Notices**

**Public Notices**

**NOTICE OF PUBLIC HEARING**

**CONSIDERING THE PROPOSED BUDGET FOR 2022**

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will convene on December 2, 2021, to consider a public hearing of the Board of Directors, 1701 Quincy Street, Willowbrook, Illinois.

The purpose of the public hearing shall be to consider a petition for annexation to the Village of Willowbrook, DuPage County, Illinois, and adjoining Area 100, Township 1 North, Range 14 East, 9th Principal Meridian, DuPage County, Illinois.

The Board of Directors of the Village of Willowbrook, DuPage County, Illinois, will also, in light of the proposed annexation, the Village of Willowbrook has determined that an in-person meeting on the December 2, 2021, Plan Commission meeting may be necessary, provided in light of the petition.

All of the signatures of the Petitioners appearing in the December 2, 2021, Plan Commission meeting, shall be verified and approved and determined that they are not in conflict and can be used in the petition and the meeting.

Attest: Patrick A. Telle, Mayor of the Village of Willowbrook, Illinois, November 16, 2021.

The Village of Willowbrook will provide an online public hearing on December 2, 2021. The Commission will be held online. To join the online meeting, visit the link below: <https://www.willowbrook.org/online-meeting>

If any of the Petitioners is on file in the Office of the Village of Willowbrook, DuPage County, Illinois, 1701 Quincy Street, Willowbrook, Illinois, and is available for public hearing.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public hearing held under the authority of the Village of Willowbrook, DuPage County, Illinois, may contact the Village of Willowbrook, DuPage County, Illinois, at (630) 583-2222, for a reasonable accommodation. The Village of Willowbrook, DuPage County, Illinois, will make every effort to ensure that the meeting is accessible to all.

An online meeting will be held to discuss the petition in a confidential and secure manner and may submit the petition in a confidential manner. The meeting may be postponed to another date if the petition is not completed on the meeting date.

Attest: Patrick A. Telle, Mayor of the Village of Willowbrook, Illinois, November 16, 2021.

Published in the November 22, 2021 edition of The Chicago Sun-Times Newspaper, 312.321.2345.

Not a public notice by the newspaper. Information and services provided are not for sale and are not for sale.

# VILLAGE OF WILLOWBROOK

## BOARD OF TRUSTEES MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

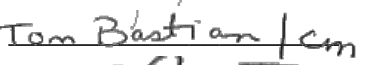
A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK DISTRICT TO PROVIDE RECREATIONAL PROGRAMS AND RECREATIONAL SERVICES TO THE VILLAGE OF WILLOWBROOK

**AGENDA NO.** 11.

**AGENDA DATE:** 12/20/21

**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator

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

**SIGNATURE:** 
**RECOMMENDED BY:** Brian Pabst, Village Administrator

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

The Village and the Burr Ridge Park District (BRPD) entered into intergovernmental agreement in 2015 that allowed Willowbrook residents to access the BRPD facilities and programs. This agreement gave the BRPD the ability to manage several recreational programs. To further examine the previous agreement with BRPD that expired in 2018, staff analyzed Parks and Recreation services provided by the Village.

Parks and Recreation Services consist of the following four pillars:

1. Special Events
2. Recreational Programming
3. Maintenance and Repair
4. Long-term Capital Improvements

**NEXT STEPS:**

To maintain costs and increase services, staff has started negotiations with the Burr Ridge Park District (BRPD) to update the expired contract from 2018 by expanding program offerings to include all recreational programs. Throughout the negotiations, the BRPD and staff agreed to have the Village take over all previously held programs from BRPD, effective immediately. To properly transition from BRPD and maintain these services, the Board approved the hiring of a Recreational Services Coordinator at the November 29, 2021 meeting. This employee is responsible for managing and implementing all club programs, special events, senior programs, intramural scheduling, and day-to-day operations of parks and recreational activities within the Village.

Regarding Maintenance and Repair, and Long-term Capital Improvements, staff will continue to maintain landscaping, trees, and park equipment within the Village of Willowbrook. However, Public Works staff will be required to maintain certification to inspect all park equipment every month.

Lastly, staff is proposing the Village expand recreational services for residents by providing community events. Currently, staff is estimating two to four events a year that the Village will manage. These events will range from Art in the Park, Taco Truck Fest and Brewfest. All events will be approved by the Board during the budget process.



Below is a highlight of the proposed agreement:

	Existing	Proposed
Club Programs/Recreational Programming/ <b>Senior Programs</b>	Burr Ridge Park District	Village of Willowbrook/Consultant
Intramural Scheduling	Village of Willowbrook	Village of Willowbrook/Consultant
Special Events	Village of Willowbrook	Village of Willowbrook/Consultant
Park Maintenance	Village of Willowbrook	Village of Willowbrook
Capital Improvements	Village of Willowbrook	Village of Willowbrook/Consultant
<b>*(NEW) Community Events</b>	<b>N/A</b>	<b><i>Village of Willowbrook/Consultant</i></b>

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 21-R- \_\_\_\_**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK  
DISTRICT TO PROVIDE RECREATIONAL PROGRAMS AND RECREATIONAL  
SERVICES TO THE VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, the Village of Willowbrook, Illinois (the “Village”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Burr Ridge Park District (“BRPD”) is a park district organized and existing pursuant to the Provisions of the Park District Code 70 ILCS 1205/1 *et. seq.*; and

**WHEREAS**, the Village has the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into Intergovernmental Agreements; and

**WHEREAS**, the Village and BRPD were parties to a certain Intergovernmental Agreement between the Village and BRPD approved by the corporate authorities of the Village on August 10, 2015; and

**WHEREAS**, said Intergovernmental Agreement has expired; and

**WHEREAS**, the corporate authorities of the Village have determined that it is necessary, desirable and in the best interests of the residents and visitors of the Village to enter into a new Intergovernmental Agreement with the BRPD for the provision by BRPD of Recreational Services and Recreational Programs to the Village.

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

**Section 1:** It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into an Intergovernmental Agreement with the Burr Ridge Park District upon the terms and conditions set forth in the Agreement, a copy of which is attached hereto, identified as Exhibit “A” and made a part hereof which Agreement is hereby approved.

**Section 2:** The Mayor is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest the Intergovernmental Agreement, substantially in the form attached hereto as Exhibit “A,” with such terms therein consistent with this

Resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same and the Village Clerk is directed to attest to the signature of the Mayor.

**Section 3:** This Resolution shall be in full force and effect upon its passage, approval and publication in accordance with law.

PASSED and APPROVED this 20<sup>th</sup> day of December, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**  
**Intergovernmental Agreement By and Between**  
**the Village of Willowbrook and the Burr Ridge Park District**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF WILLOWBROOK AND  
THE BURR RIDGE PARK DISTRICT TO PROVIDE  
SPECIFIC RECREATIONAL PROGRAMS AND SERVICES**

---

This Agreement is made and entered into this \_\_\_\_\_ day of December, 2021, between the Village of Willowbrook, Illinois, a municipal corporation, (the “Village”) and the Burr Ridge Park District (the “BRPD”) (collectively the “Parties”).

WHEREAS, the Parties hereto are units of local government and the Constitution of the State of Illinois, 1970; Article VII, Section 10, authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Act 220, Section 1, *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, both the Village and BRPD provide recreational programming and recreational services to their respective residents; and

WHEREAS, the Village and BRPD have determined that it is beneficial and in the best interest of the Parties to combine several aspects of park and recreational programming and participation under the terms and conditions as hereinafter set forth; and

WHEREAS, both the Village and BRPD find that combining aspects of their respective park and recreational programming will further serve the residents of the Village and BRPD by enhancing recreational opportunities.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency of which is

acknowledged by the Parties, it is agreed by and between the Village of Willowbrook and the Burr Ridge Park District as follows:

1. The foregoing preambles are incorporated herein and constitute a part of this Agreement.

2. All residents within the corporate boundaries of the Village shall continue to be granted BRPD residency status for the purpose of fees charged for recreation program services by the BRPD.

3. All residents within the corporate boundaries of the BRPD shall be granted residency status for the purpose of fees charged for Village services provided in The Active Adult Cooperative program.

4. The BRPD agrees to provide the Village with final, printed program and activity information for the school year and summer programming season. All graphic design, layout and communication with printers, etc., shall be completed by BRPD through April 30, 2022.

5. The Village shall be responsible for the January/February 2022 edition of the “SCOOP”, and all subsequent issues. The “SCOOP” editions shall include, but not be limited to, development layout and mailing.

6. The Village shall be solely responsible for all elements of Active Adult program development, structure implementation and evaluation, and evaluation for senior and club programs commencing on the effective date of this Agreement, excluding only any scheduled planned event existing prior to the effective date of this Agreement.

7. BRPD shall provide professional guidance and assistance to the Village regarding previous program experience. The Village will be responsible for all costs associated with printing and distributing printed informational inserts as hereinabove described.

8. All customers shall register for all Active Adult programs directly with BRPD through April 30, 2022. The Village will be responsible for all necessary information and instructions regarding those programs. It is expressly understood that the Village will, to the extent possible, begin registration prior to April 30, 2022. All financials for individual programs will be completed within one month from the time of the program by the BRPD and, if applicable, will remit all payments to the Village within thirty (30) days. As trips leave the BRPD, they will be considered Village trips with a Village employee.

9. BRPD staff and Village staff/officials shall meet on an as needed basis for the purpose of coordinating dates, schedules, and other initiatives, or opportunities regarding recreational programs and services.

10. BRPD and the Village agree to indemnify, defend, protect and hold the other, their representatives, officials, officers, agents, employees and contractors free, harmless and indemnified from and against any and all claims, demands, losses, damages, liabilities, fines, charges (collectively the "Losses") directly or approximately caused by the negligent or willful and wanton actions of the other.

11. During the term of this Agreement BRPD and the Village shall each obtain and maintain at all times General Liability/Bodily Injury/Property Damage Insurance in an amount no less than One Million (\$1,000,000.00) Dollars combined single limit coverage. Such insurance policies shall name the other Party as an additional insured with respect to any and all liability arising out of or in connection with the programs and uses of property contemplated by this Agreement. Each Party shall serve the other with a copy of the Certificate of Insurance, naming the other Party as an additional insured, and such insurance shall not be cancelled or

materially altered to reduce the policy limits unless the other Party has received at least thirty (30) days' advanced written notice of such cancellation or change.

12. The term of this Agreement shall commence on December 1, 2021 and terminate on April 30, 2022. It is the intentions of both parties to execute a new agreement beginning May 1, 2022 during the time frame of this agreement.

13. TERMINATION: Either Party may terminate this Agreement for any reason by providing the other with thirty (30) day advanced written notice of termination. Notice of Termination shall be served if to the Village, at the corporate offices of the Village or, if the BRPD, at the corporate offices of BRPD.

14. Commencing December 1, 2021, services performed by Ms. Carrie Navins related to the Active Adult Program shall be performed exclusively as an employee of the Village of Willowbrook. For services rendered at BRPD facilities during the time period covered by this agreement that include public attendance, BRPD building supervisors shall be on-hand during occupancy and responsible for all facility operations. However, issues related to facility operations and maintenance shall remain BRPD's responsibility. For trips and excursions, all BRPD responsibility for program participants ends once the vehicle of transportation departs BRPD property. For services rendered that do not involve public attendance (i.e. paperwork, upcoming preparations, etc.), no such building staffing restriction exists, and Ms. Navins shall be granted the option to come and go at her pleasure, regardless of accompaniment. Ms. Navins' previous work station and space will be maintained and available to her throughout the length of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions to this Agreement, the duly authorized representatives of the Party have executed this Agreement as of the effective date.

**VILLAGE OF WILLOWBROOK**

**BURR RIDGE PARK DISTRICT**

By: \_\_\_\_\_  
Frank A. Trilla, Mayor

By: \_\_\_\_\_  
President, Board of Park District  
Commissioners

Attest: \_\_\_\_\_  
Deborah A. Hahn, Village Clerk

Attest: \_\_\_\_\_  
Board Secretary

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

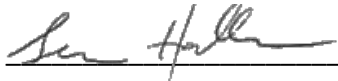
A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT SEPARATION AND RELEASE AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND CAROLINE A. DITTMAN

**AGENDA NO. 12.****AGENDA DATE:**

12/20/2021

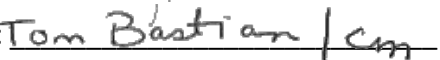
**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator

SIGNATURE:



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

SIGNATURE:



**RECOMMENDED BY:** Brian Pabst, Village Administrator

SIGNATURE:

**STAFF RECOMMENDATION**

At the November 8, 2021 Village Board meeting, the Board approved of a contract with Lauterbach and Amen for financial management services. Furthermore, at the November 29, 2021 Board meeting, the Village Board approved a motion regarding the employment of a specific employee of the public body.

The attached settlement agreement is consistent with previous Board action related to the November 29, 2021 Board meeting.

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN  
EMPLOYMENT SEPARATION AND RELEASE AGREEMENT BY AND BETWEEN THE  
VILLAGE OF WILLOWBROOK AND CAROLINE A. DITTMAN**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Employment Separation and Release Agreement by and between the Village of Willowbrook and Caroline A. Dittman, a copy of which Agreement is attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

**BE IT FURTHER RESOLVED** that upon execution of said Agreement by Caroline A. Dittman, the Mayor of the Village is hereby authorized and directed to execute said Agreement on behalf of the Village of Willowbrook, and the Village Clerk is directed to attest to the Mayor's signature.

**PASSED** and **APPROVED** this 20th day of December, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

**APPROVED:**

\_\_\_\_\_  
Frank A. Trilla, Mayor

**ATTEST:**

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**EMPLOYMENT SEPARATION AND RELEASE AGREEMENT**

## EMPLOYMENT SEPARATION AND RELEASE AGREEMENT

This EMPLOYMENT SEPARATION AND RELEASE AGREEMENT ("Agreement") is entered by and between CAROLINE A. DITTMAN (hereinafter referred to as "Employee") and the VILLAGE OF WILLOWBROOK, ILLINOIS, a municipal corporation (hereinafter referred to as the "Village"). Employee and the Village are hereinafter sometimes collectively referred to as "the Parties."

**WHEREAS**, at all times relevant, Employee held the position of Director of Finance with the Village, and for business reasons unrelated to Employee's performance or any conduct attributable to Employee, the Village has acted to eliminate the position of Director of Finance and to outsource the functions performed by the Finance Director and other Village personnel which said action has resulted in the separation of Employee from the employment with the Village; and

**WHEREAS**, Employee has been tendered this Employment Separation and Release Agreement on November 4, 2021, has been given at least twenty-one (21) days to review the releases contained in this Agreement and has been notified of her right to consult with an attorney regarding this Agreement; and

**WHEREAS**, the Village and Employee now desire to mutually set forth the terms of Employee's separation from employment with the Village.

**NOW, THEREFORE**, in consideration of the foregoing recitals and their mutual promises set forth herein, the Village and Employee hereby agree as follows:

**1. Separation From Employment.** Pursuant to the Village's action to outsource the position of Finance Director and other administrative positions, Employee acknowledges that the corporate authorities of the Village are requiring that Employee be separated from her employment as Director of Finance for the Village. Accordingly, and pursuant to Section Three, paragraph B.4. of the Employment Agreement dated May 10, 2021, between the Village and Employee ("Employment Agreement"), Employee shall be separated from her employment as Director of Finance for the Village, which separation is to be effective November 30, 2021, and contingent upon the Village's approval of this Agreement. ("Separation Date").

Employee agrees to return all of the Village's property, keys, identification badge(s), etc., that she has in her possession or under her control as of the Separation Date. Employee shall return or otherwise surrender possession of all Village technology resources (including computers, software programs, computer peripherals, electronically stored data [including all client confidences and/or attorney work product, data storage devices, keys, and written passwords]) in her possession, custody or control as of the Separation Date.

Employee shall remain employed with the Village and shall be entitled to continuation of her salary and employment benefits up and through her Separation Date. After Employee's Separation Date, Employee will no longer be employed with the Village and Employee's salary and employment benefits shall cease, including Employee's entitlement to a

Fifty Dollar (\$50.00) monthly reimbursement for Employee's use of her personal cellular telephone, with the exception of those Employment Separation Benefits identified in Sections 2 and 3. Employee acknowledges the receipt of all salary and benefits due through the Village's payroll period ending November 28, 2021 and that, other than the consideration hereafter set forth in this Agreement, the Village's liability to Employee for Employee's salary and benefits accruing prior to the Separation Date shall be for two days of the Village's pay period ending December 12, 2021.

Employee acknowledges that, as of the Effective Date of this Agreement as hereafter defined in Paragraph 9 hereof ("the Effective Date"), Employee will have removed all of her personal property from the Village premises. The parties agree to mutually identify a date or dates certain prior to the Effective Date on which Employee will be able to retrieve and remove all of her personal property from the Village premises.

In addition, the Village shall timely pay any and all outstanding amounts due and owing on the Village of Willowbrook credit card issued to Employee, and provide to Employee proof of payment and cancellation of said credit card before the Effective Date.

**2. Employment Separation Benefits.** It is agreed that as of Employee's Separation Date, Employee has been paid all of her accrued and unused vacation leave benefits ("Vacation Pay") as of the Separation Date.

As consideration for entering into this Agreement and the waiver of rights and release contained herein, and provided Employee timely executes this Agreement, does not revoke her acceptance, as set forth in Section 8 below, and fully complies with her obligations under this Agreement, and provided this Agreement is effective as set forth in Section 8 below, the Village shall pay the following payments:

- A. Payment of normal salary and benefits not heretofore received through Employee's Separation Date.
- B. Payment to Employee the equivalent of six (6) months of aggregate salary as severance ("Severance Pay") in the amount of Seventy-Seven Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$77,812.50) to be paid in one lump sum.
- C. Payment of six months vacation benefits in accordance with Section 3.C and Section 7 of the Employment Agreement in the total amount of \$7,482.00, which said amount is in addition to accrued vacation benefits heretofore paid to Employee.
- D. Payment to Employee for future expenses to be incurred by Employee related to certain training courses and professional dues ("Payment for Training Courses and Professional Dues"), as follows: (i) GFOA enrollment fee for the CPFO Program (\$600.00); (ii) IGFOA current year membership dues

(\$100.00); and (iii) GFOA current year membership dues (\$225.00), the total amount to be paid as non-taxable expense reimbursement to Employee. Employee acknowledges that she is not owed and did not incur any additional business expenses while employed by the Village.

- E. The Village will share in the cost of continuation coverage insurance benefits (medical, dental, prescription drug and vision) for Employee and her eligible dependents on the Village's plan under the Consolidated Omnibus Budget Reconciliation Act (COBRA) by contributing an amount equal to the employer's monthly share of the insurance premiums plus COBRA administrative fee, if applicable, with Employee paying the employee's monthly share of the insurance premiums of \$119.80 per month, which is the same amounts as Employee would have paid for such coverage had Employee remained employed with the Village, for a period of six months from Employee's Separation Date (i.e. May 31, 2022) ("COBRA Payments"). In order to receive the COBRA Payments from the Village pursuant to this Agreement, the Employee is required to make her employee premium payment to the Village. The December 2021 monthly premium of \$119.80 will be deducted in accordance with Village policies and practices on a pre-tax basis from the December 3, 2021 and December 17, 2021 regular payrolls. Beginning with the January 2022 monthly premiums and thereafter, Employee will remit payment to the Village on or around the first day of the month. The Village will continue to remit the entire payment directly to the insurance carrier. Thereafter, Employee and her eligible dependents may continue to participate in the Village's group insurance plan pursuant to the COBRA laws at Employee's own expense (including any related administrative costs involved) for the remainder of the COBRA Period.
- F. The Village shall continue to pay the applicable premiums in order to continue Employee's Term Life Insurance Policy and Accidental Death and Dismemberment Insurance for a period of six months from Employee's Separation Date. The Village shall issue a check payable to "The Standard" in the amount of Three Hundred Sixty-Three Dollars (\$363.00) for the six month premium amount and shall remit check to Employee, along with completed Employer Statement for Group Life Portability Insurance and required life enrollment forms, within seven (7) days of the Effective Date of this agreement.

All other employment benefits shall cease on the Separation Date.

The Village agrees not to contest Employee's eligibility for unemployment compensation benefits for periods after the Separation Date. However, Employee acknowledges that the Illinois Department of Employment Security ("IDES") is the determining authority with respect to Employee's eligibility for unemployment benefits and the Village is not responsible



for any determinations made by the IDES with respect to Employee's eligibility for unemployment benefits.

Employee acknowledges and agrees that Employee is not entitled to any other severance payments or severance benefits except as provided in Sections 2 and 3.

**3. Valid Consideration.** Employee and Village acknowledge that certain of the Village's payments described in Section 2 hereinabove, are offered by the Village solely as consideration for this Agreement, along with the mutual promises contained herein. In addition, as consideration for Employee's waiver of rights described below, the Village agrees to pay additional consideration to Employee in the amount of Fifteen-Thousand Dollars and no cents (\$15,000.00) ("Consideration Pay"). The Parties acknowledge that these constitute good and adequate consideration.

**4. Payments.** All payments to Employee shall be made within ten (10) days of the Effective Date of this agreement and shall in no event be made later than December 31, 2021. All payments shall be subject to all regular withholdings and deductions which shall be withheld by the Village with the net amount paid to Employee subject to the following:

- A. All withholdings shall be calculated using the withholding schedule for annual payments applied to the total gross amount of Severance, Vacation and Consideration compensation payable to Employee as provided herein.
- B. Withholdings for social security shall be limited to the maximum level of annual withholdings which will be reached by Employee with the payments provided herein. Withholdings for Medicare shall be in accordance with IRS regulations. The Village and the Employee shall cooperate in calculating the level at which the maximums shall be reached, and no withholdings shall be made beyond said maximums.

**5. Waiver of Rights Under the Age Discrimination in Employment Act.** In consideration of the Village's obligations contained in Sections 2, 3 and 4, hereinabove, Employee does hereby knowingly and voluntarily waive, release, satisfy, and forever discharge the Village and all of its officers, board members, trustees, employees, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the "Released Parties"), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had or now has against said above-named persons and entities or any of them, for, upon or by reason of any rights arising prior to the date of Employee's execution of this Agreement under the **Age Discrimination in Employment Act** (42 U.S.C. § 621 *et seq.*). It is the intent of the Village and Employee that this be a full, complete and general release of the Employee's rights arising prior to the date of this Agreement under the **Age Discrimination in Employment Act**.

**6. General Release.** In addition to the waiver of rights set forth above and as a material inducement for the Village to enter into this Agreement, Employee does hereby remise,



release, acquit, satisfy, and forever discharge the Village and all of its officers, board members, trustees, employees, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the "Released Parties"), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had, now has, or which any personal representative, successor, heir or assign of Employee, hereafter can, shall or may have, against said above-named persons and entities or any of them, for, upon or by reason of any matter, cause or thing arising out of Employee's employment with the Village prior to the date of Employee's execution of this Agreement. It is the intent of the Village and Employee that this be a full, complete and general release. It is also the intent of the Village and Employee that this Agreement releases all claims of Employee, including specifically, without limitation, any and all claims or causes of action for employment discrimination; any other claims or causes of action arising under, or any conduct which violates, the Consolidated Omnibus Budget Reconciliation Act of 1985; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Rehabilitation Act of 1973; 42 U.S.C. §§ 1981, 1983 or 1985; the Civil Rights Act of 1991; the Illinois Human Rights Act; the Illinois Workers' Compensation Act; or any other provision of the Illinois Constitution or any provision of the Constitution of the United States; the Employee Retirement Income Security Act of 1974; the Illinois Insurance Code; the Fair Labor Standards Act; the Family Medical Leave Act; the National Labor Relations Act; or any other statute, ordinance, rule or regulation of any state, federal, county, or municipal government regulating any aspect of the employment relationship; any and all claims or causes of action for breach of contract or breach of personnel policies or employee handbooks; promissory estoppel; infliction of emotional distress; invasion of privacy; wrongful or retaliatory discharge; defamation; libel; slander; any act contrary to the public policy of Illinois; or any other violation of the common law of Illinois or of any other state; any and all claims or causes of action for wages, vacation pay, or benefits, including, but not limited to, all claims that may be waived arising under, or based on any conduct which violates the Illinois Wage Payment and Collection Act; any and all claims or causes of action which were or could have been asserted as arising under the Illinois Personnel Records Review Act; and any claims which might be asserted in any way related to Employee's employment.

**7. Additional Representation.** Employee hereby warrants and represents that Employee presently is not, nor has Employee ever been enrolled in Medicare Part A or Part B or applied for such benefits, and that Employee has no pending claim for Social Security Disability benefits nor is Employee appealing or re-filing for Social Security Disability benefits. Employee further warrants and represents that Employee did not incur any physical injuries or receive medical care arising from or related to any of the claims released by this Agreement. Employee also warrants and represents that Medicare has not made any payments to or on behalf of Employee, nor has Employee made any claims to Medicare for payments of any medical bills, invoices, fees or costs. Employee agrees to indemnify and hold the Village and the Released Parties harmless from (a) any claims of, or rights of recovery by Medicare and/or persons or entities acting on behalf of Medicare as a result of any undisclosed prior payment or any future payment by Medicare for or on behalf of Employee, and (b) all claims and demands for penalties based upon any failure to report the settlement payment, late reporting, or other alleged violation of Section 111 of the Medicare, Medicaid and SCHIP Extension Act that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Village by Employee.

Employee agrees to hold harmless the Village and the Released Parties from and/or for any loss of Medicare benefits or Social Security benefits (including Social Security Disability) Employee may sustain as a result of this Agreement.

**8. Time to Review and Attorney Consultation.** Employee agrees and acknowledges that the Village has notified Employee of her right to consult with an attorney regarding this Agreement prior to signing below. Employee acknowledges that Employee has been given at least twenty-one (21) days to execute this Employment Separation and Release Agreement and must accept and deliver a signed copy of the Agreement to the Village Administrator by December 18, 2021 (although Employee may choose to sign and deliver the Employment Separation and Release Agreement sooner). If Employee fails to deliver a signed copy of the Agreement by December 18, 2021, the offers contained in this Agreement automatically expire after that date, and Village is not required to take any further action to rescind or otherwise withdraw the terms of the Agreement.

**9. Revocation and Effective Date.** Employee agrees and understands that Employee may revoke this Agreement within seven (7) days after Employee signs this Agreement and that the Agreement shall not become effective or enforceable until eight (8) days after the date on which Employee signs below ("Effective Date"). If Employee wishes to revoke the Agreement, Employee should deliver written revocation to the Village Administrator. The Village Administrator must actually receive it within the seven (7) days after the Employee signs this Agreement. If Employee does not revoke it, this Agreement shall become effective and enforceable on the date upon which the seven day revocation period expires (the "Effective Date") and Employee will be paid the payments set forth in Sections 2, 3 and 4 of this Agreement.

**10. Protected Rights.** Nothing contained in this Agreement prohibits any of the Parties from communicating with any government agency or filing a complaint or otherwise participating in any investigation or proceeding that may be conducted by any government agency. This Agreement also does not limit Employee's right to receive only a reward from a government-administered reward program for providing information directly to a government agency; however, as provided in Sections 4 and 5, Employee further waives any right to any form of damages (including, but not limited to lost wages, compensatory damages, liquidated damages, or punitive damages), reinstatement, attorneys' fees and costs, or other remedy in any action brought by her or on her behalf.

**11. Neutral Construction.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties regardless of the drafter.

**12. Severability.** The parties believe the provisions hereof to be reasonable and enforceable. However, in the event that a court of competent jurisdiction deems any provision hereof to be unreasonable, void or unenforceable, such provision(s) of the Agreement declared void, unreasonable or unenforceable shall be deemed revised to the minimum amount necessary in order to be valid and enforceable, and if such provision(s) cannot be so revised, such

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provision(s) shall be deemed severed from the remainder of the Agreement, which shall continue in all other respects to be valid and enforceable.

**13. Complete Agreement.** The Employee understands this Agreement sets forth all of the terms and conditions of the agreement between the Parties and that, in signing this Agreement, the Employee cannot rely and has not relied upon any prior verbal statement regarding the subject matter, basis or effect of this Agreement, and that all clarifications and/or modifications of this Agreement must be in writing. The Parties agree and acknowledge that the terms of this Agreement are expressly intended to supersede any and all prior agreements, contracts and understandings between the Parties including the provisions referenced in Employee's Employment Agreement dated May 10, 2021.

**14. Applicable Law.** The Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois.

**15. Amendment.** The Agreement may be amended only by a written document signed by Employee and an authorized executive officer of Village.

**16. Successors and Assigns.** The Agreement shall be for the benefit of and shall be binding upon the successors and assigns of Village. The Agreement may not be assigned by Employee, but shall be binding upon Employee's executors, administrators, heirs and legal representatives.

**17. Headings.** The headings of the Agreement are inserted for convenience only and are not to be considered in construing the provisions hereof.

**18. Employee Acknowledgement.** Employee declares that she has completely read the Agreement and acknowledges that it is written in a manner calculated to be understood by Employee. Employee fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into the Agreement. Employee agrees and acknowledges that she has had the full opportunity to investigate all matters pertaining to Employee's claims and that the waiver and release of all rights or claims she may have under any local, state or federal law is knowing and voluntary.

**NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT,**

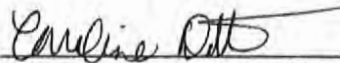
**IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. YOU ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.**

**EMPLOYEE HAS BEEN ADVISED TO CONSULT WITH A LAWYER PRIOR TO SIGNING THIS AGREEMENT.**

**IN WITNESS WHEREOF,** the parties hereto have executed this EMPLOYMENT SEPARATION AND RELEASE AGREEMENT the day and year first above written.

**EMPLOYEE:**

**VILLAGE:**

  
CAROLINE A. DITTMAN

By: \_\_\_\_\_  
FRANK A. TRILLA  
Mayor of the Village of Willowbrook

Date: 12/16/2021

Date: \_\_\_\_\_

Attest: \_\_\_\_\_