

A G E N D A

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 23, 2009, AT 7:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OMNIBUS VOTE AGENDA
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - November 9, 2009 (APPROVE)
 - c. Warrants - November 23, 2009 - \$292,977.28 (APPROVE)
 - d. MOTION TO APPROVE - 2009 MFT ROADWAY MAINTENANCE PROGRAM: PAYOUT #3 - PARTIAL PAYMENT, CROWLEY-SHEPPARD ASPHALT CO. - \$13,831.28 (APPROVE)
 - e. MOTION TO APPROVE - PUBLIC WORKS FACILITY CONSTRUCTION CONTRACT: PAYOUT #11 - FINAL PAYMENT, FBG CONSTRUCTION CORPORATION - \$3,720.00 (APPROVE)
 - f. MOTION TO APPROVE - WATER TANK REHABILITATION PROJECT: PAYOUT #1 - PARTIAL PAYMENT, ERA VALDIVIA CONTRACTORS, INC. - \$85,050.00 (APPROVE)
 - g. ORDINANCE NO. 09-O-26 - AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

NEW BUSINESS

5. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM

8. ORDINANCE - AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2009 AND ENDING APRIL 30, 2010, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
9. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCE NO. 06-0-27 AND AMENDED IN ORDINANCE 07-0-22 AND APPROVING A SPECIAL USE PERMIT FOR A DELICATESSEN AND FOOD STORE - ROUTE 83 AND PLAINFIELD ROAD - WILLOWBROOK TOWN CENTER
10. DISCUSSION - PRIORITIZATION OF DEFERRAL LIST - ALL DEPARTMENTS

OLD BUSINESS

11. COMMITTEE REPORTS
12. ATTORNEY'S REPORT
13. CLERK'S REPORT
14. ADMINISTRATOR'S REPORT
15. RESOLUTION - A RESOLUTION MAKING A DETERMINATION RELATIVE TO THE RELEASE OF EXECUTIVE SESSION MINUTES PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT
16. RESOLUTION - A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS
17. EXECUTIVE SESSION
18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, NOVEMBER 9, 2009, AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Paul Schoenbeck, Sandra O'Connor, and President Napoli. ABSENT: Trustee Timothy McMahon. Also present were Village Clerk Leroy Hansen, Village Attorney William Hennessy, Interim Village Administrator Larry Maholland, Chief of Police Edward Konstanty, Director of Municipal Services Timothy Halik, Director of Finance Sue Stanish, Planner Sara Hage, Superintendent of Parks & Recreation Walter Righton and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

President Napoli asked everyone to join him in saying the Pledge of Allegiance.

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - October 26, 2009 (APPROVE)
- c. Warrants - November 9, 2009 - \$117,089.26 (APPROVE)
- d. Monthly Financial Report - October 31, 2009 - \$15,250,915.20 (ACCEPT)
- e. MOTION TO APPROVE - SALT STORAGE DOME CONSTRUCTION CONTRACT: PAYOUT #2 - PARTIAL PAYMENT, DOME CORPORATION OF NORTH AMERICA - \$21,671.40 (APPROVE)
- f. MOTION TO APPROVE - 2009 MFT ROADWAY MAINTENANCE PROGRAM: PAYOUT #2 - PARTIAL PAYMENT, CROWLEY-SHEPPARD ASPHALT CO. - \$42,836.85 (APPROVE)

President Napoli asked if any Board member wanted any item(s) removed from the Omnibus Vote Agenda for discussion. No Board member wanted any item(s) removed from the Omnibus Vote Agenda.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

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

There was no visitors business.

6. RESOLUTION - A RESOLUTION TO APPOINT AN AUTHORIZED REPRESENTATIVE AND ALTERNATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

Chief Konstanty informed the Board that as part of the Village Administration reorganization four years ago, Deputy Chief of Administration Mark Shelton was appointed the Village's authorized representative to IRMA. Deputy Chief Pat Foley has been assigned to the position of Deputy Chief of Administration and requires the adoption of a Resolution to appointment him as the Village's authorized representative to IRMA.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to adopt Resolution No. 09-R-55.

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

MOTION DECLARED CARRIED

7. DISCUSSION - THE ILLINOIS ROUTE 66 SCENIC BYWAY WAYSIDE EXHIBIT PROGRAM GRANT OPPORTUNITY

Planner Hage advised the Board that the item before them this evening is a consideration of a local share cost for grant opportunity related to the Illinois Route 66 Scenic Byway. Joliet Road is a part of the old Route 66 running through the Village. In the last few years, the State had formed a Scenic Byway which is a National Park designation and they are developing a series of roadside exhibits to illustrate the history of route. As part of the program they have developed a grant program whereby applicants can request a roadside marker

that is specific to certain locations and important and significant moments in local and state history. Chief Konstanty, as well as Pat Rhea the owner of the Chicken Basket, attended a pre-application meeting. As a result of that meeting and Pat Rhea's interest in the program, the Village has determined it wishes to support the Chicken Basket in applying for its grant. They have asked for us to pay for the local share cost of \$3,000. Route 66 would actually develop the exhibit and with the Chicken Basket we would have to have it shipped here and installed on their site. This was presented to the Hotel/Motel Tax Advisory Committee and they agreed it was an appropriate use of the funds and it was the Committee's recommendation to contribute \$3,000 for the Illinois Route 66 Scenic Byway Wayside Exhibit Program. Funds are available in the Hotel/Motel Tax Advisory Budget.

MOTION: Made by Trustee Mistele, seconded by Trustee Schoenbeck, to contribute a cash donation in the amount of \$3,000 for the Illinois Route 66 Scenic Byway Wayside Exhibit Program.

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

MOTION DECLARED CARRIED

8. DISCUSSION AND MOTION - PLAN COMMISSION RECOMMENDATION FOR THE ADOPTION OF THE FINDINGS AND APPROVAL OF THE APPLICANT'S REQUESTS FOR WAIVERS FROM THE ZONING ORDINANCE, AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AND A NEW SPECIAL USE PERMIT FOR A DELICATESSEN AND FOOD STORE - WILLOWBROOK TOWN CENTER - RT. 83 AND PLAINFIELD ROAD

Planner Hage advised the Village Board the Plan Commission held a public hearing on November 4, 2009 with regard to the application submitted by the Willowbrook Town Center. The applicant is requesting an amendment to the Special Use Permit for the PUD to allow for a modification of the building façade and additional signage for Buffalo Wild Wings and the issuance of a Special Use Permit for a delicatessen and foods store, Lassak Delicatessen, to be located in the center.

There were a number of residents from Lake Willoway in attendance at the public hearing who asked operational questions with regard to the proposed businesses.

The Plan Commission and Staff recommend that the President and Village Board approve the applicant's request and direct the Village Attorney to prepare the necessary ordinance.

Trustee O'Connor expressed a concern with regard to whether the delicatessen would generate sales tax revenue for the Village on the food items they would be selling.

Planner Hage suggested that prior to the Board's passing the ordinance Staff would investigate this issue and provide their findings prior to the next meeting.

Trustee Schoenbeck also suggested that Staff look into the issue of not approving a portion of an application with regard to a PUD if it is decided the use would not generate revenue.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Baker, to accept the Plan Commission recommendation and direct the Village Attorney to prepare an ordinance.

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

MOTION DECLARED CARRIED

9. DEMONSTRATION AND DISCUSSION - NEW VILLAGE WEBSITE
CREATED BY CIVICPLUS

Planner Hage presented the proposed new village website as created by CivicPlus and provided an overview of the various improved features of the site. The website is scheduled to be ready to "Go Live" on November 19.

Trustee O'Connor thought it is a little dense and is the same model that is being used by other communities; however, she thought we should try it and see how the residents like it.

Trustee Mistele thought the ability to let residents notify the Village with regard to issues such as street light outages could be burdensome.

Trustee Schoenbeck inquired if there will be email correspondence capability for the Trustees.

Sara Hage responded it can be added.

Trustee Mistele expressed concern that as one Board member even if he was asked for help from a resident, he could not make a decision without the whole Board.

President Napoli suggested these topics be discussed at another meeting. He requested the Staff to prepare the pros and cons of this so we can have a discussion on another night as to whether this is beneficial or not to the Board and to the Village. He reminded the Board that the website still needs to be tweaked.

OLD BUSINESS

11. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Schoenbeck had no report.

Trustee O'Connor had no report.

12. ATTORNEY'S REPORT

Village Attorney Hennessy had no report.

13. CLERK'S REPORT

Village Clerk Hansen corrected the roll call to include Superintendent of Parks & Recreation Walter Righton.

14. ADMINISTRATOR'S REPORT

Interim Administrator Maholland informed the Board that they have completed 90% of the interview process. They will then move on to start reviewing various reports. They are also developing a list of comparable communities to look at and developing a survey to these communities. Mr. Maholland thought the new website will be a great improvement and that CivicPlus did a good job.

15. EXECUTIVE SESSION

MOTION: Made by Trustee Baker, seconded by Trustee Schoenbeck, to adjourn into Executive Session to discuss collective bargaining and probably and imminent litigation at the hour of 8:10 p.m.

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

MOTION DECLARED CARRIED

SEE APPROPRIATE EXECUTIVE SESSION MINUTES

PRESENTED, READ and APPROVED,

_____, 2009

Village President

Minutes transcribed by Mary Partyka.

WARRANTS

November 23, 2009

GENERAL CORPORATE FUND	-----	\$140,837.17
WATER FUND	-----	53,688.89
HOTEL/MOTEL TAX FUND	-----	1,054.37
MOTOR FUEL TAX FUND	-----	653.50
WATER CAPITAL IMPROVEMENTS FUND	-----	90,684.23
CAPITAL PROJECT FUND	-----	<u>6,059.12</u>
TOTAL WARRANTS	-----	\$292,977.28



Sue Stanish, Director of Finance

APPROVED:

Robert A. Napoli, Village President

VILLAGE OF WILLOWBROOK

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BILLS PAID REPORT FOR NOVEMBER, 2009

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	11/24 CK# 74114	\$66.30
1009686/OCT 09 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	66.30
ACE STORE NO. 11 (17)	11/24 CK# 74115	\$41.24
408160/4 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	15.48
408193/4 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	9.49
408200/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	16.27
ADVANTAGE CHEVROLET (2160)	11/24 CK# 74116	\$115.00
101367 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	115.00
AFLAC (46)	11/24 CK# 74117	\$2,857.40
D7088/NOV 09 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	621.68
D7088/NOV 09 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	2,235.72
AL WARREN OIL CO (2205)	11/24 CK# 74118	\$4,582.95
1557326 GASOLINE INVENTORY 01-190-126	01-190-126	3,137.42
1557327 GASOLINE INVENTORY 01-190-126	01-190-126	1,445.53
AMERICAN FIRST AID SERVICE INC (77)	11/24 CK# 74121	\$257.95
72050 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	257.95
ARTHUR CLESEN, INC. (129)	11/24 CK# 74122	\$1,309.00
60804-00 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	1,309.00
ASPEN AUTO BODY INC. (125)	11/24 CK# 74123	\$603.33
17631 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	603.33
AZAVAR AUDIT SOLUTIONS INC (158)	11/24 CK# 74124	\$470.30
7761/NOV 09 UTILITY TAX 01-310-205	01-310-205	470.30
BROWNELLS, INC. (230)	11/24 CK# 74125	\$996.61
5638271 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	996.61
CAR REFLECTIONS (296)	11/24 CK# 74126	\$1,410.00
11349 NEW VEHICLES 01-485-625	01-30-680-625	1,410.00
WILLIAM CARPENTER (2301)	11/24 CK# 74127	\$1,500.00
501 W 64TH ST COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	1,500.00
CHICAGO TRIBUNE (330)	11/24 CK# 74128	\$119.14
30098793 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	119.14
CHRISTOPHER B. BURKE (333)	11/24 CK# 74129	\$12,523.41
90869 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	491.75
90872 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	110.00
90873 PLAN REVIEW - ENGINEER 01-555-254	01-40-820-254	457.25
90874 PLAN REVIEW - ENGINEER 01-555-254	01-40-820-254	110.00
90875 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	440.00
90876 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	220.00
90877 FEES - ENGINEERING 01-505-245	01-35-720-245	10,199.41
91139 FEES - ENGINEERING 01-610-245	01-20-565-245	495.00
COMMONWEALTH EDISON (370)	11/24 CK# 74130	\$195.42
0423085170/NOV RED LIGHT - COM ED	01-30-630-248	54.34
4403140110/NOV ENERGY - STREET LIGHT 01-530-207	01-35-745-207	78.00
6863089003/NOV RED LIGHT - COM ED	01-30-630-248	63.08
COMMUNICATIONS DIRECT, INC. (371)	11/24 CK# 74131	\$112.00
SR89801 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	62.00
SR89895 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	50.00
CROWLEY-SHEPPARD ASPHALT INC (411)	11/24 CK# 74132	\$13,831.28
PAOUT #3 BUILDING IMPROVEMENTS 01-445-602	01-10-485-602	10,612.43

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
PAOUT #3 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	3,218.85
DUPAGE COUNTY TREASURER (497)	11/24 CK# 74133		\$250.00
6848/OCT 09 EDP-SOFTWARE 01-457-212		01-30-640-212	250.00
DUPAGE COUNTY PUBLIC WORKS (514)	11/24 CK# 74134		\$196.52
7/31-9/30/09 SANITARY USER CHARGE 01-405-385		01-10-466-385	53.55
7/31-9/30/09 SANITARY USER CHARGE		01-35-725-417	142.97
DUPAGE COUNTY (511)	11/24 CK# 74136		\$500.00
500 COUPONS TAXI CAB VOUCHERS - PREPAID 01-190-103		01-190-103	250.00
500 COUPONS SENIOR CITIZEN TAXI PROGRAM 01-435-372		01-10-475-372	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	11/24 CK# 74137		\$468.37
56/OCT 09 PHONE - TELEPHONES 01-451-201		01-30-630-201	468.37
FBI/LEEDA (575)	11/24 CK# 74142		\$50.00
KONSTANTY FEES-DUES-SUBSCRIPTIONS 01-451-307		01-30-630-307	50.00
FIRE PREVENTION SOLUTIONS (2302)	11/24 CK# 74143		\$85.00
439 SCHOOLS CONFERENCE TRAVEL 01-551-304		01-40-810-304	85.00
FOSTER'S TRUCK REPAIR (628)	11/24 CK# 74144		\$60.00
23012 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	60.00
FREDRIKSEN & SONS (638)	11/24 CK# 74145		\$114.10
120131 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	114.10
GORDON FLESCH (695)	11/24 CK# 74146		\$305.61
ON7530 COPY SERVICE 01-420-315		01-10-455-315	305.61
HIGHWAY TECHNOLOGIES (780)	11/24 CK# 74147		\$98.78
65037586-001 ROAD SIGNS 01-540-333		01-35-755-333	98.78
HOME DEPOT COMMERCIAL (808)	11/24 CK# 74148		\$131.31
0026360 MAINTENANCE SUPPLIES 01-615-331		01-20-570-331	28.88
2047968 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	4.57
7561757 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	17.48
9030041 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	60.41
9030041 MAINTENANCE SUPPLIES 01-615-331		01-20-570-331	19.97
I.M.R.F. PENSION FUND (917)	11/24 CK# 74149		\$1,714.50
NOV 09 SLEP PENSION 01-420-155		01-10-455-155	1,714.50
I.R.M.A. (966)	11/24 CK# 74150		\$270.00
OCT 09 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	220.00
OCT 09 SELF INS - DEDUCTIBLE 01-515-272		01-35-730-272	50.00
ILL. MUNICIPAL LEAGUE (895)	11/24 CK# 74151		\$10.00
IML CONF BALANC SCHOOLS-CONFERENCE TRAVEL 01-05-410-304		01-05-410-304	10.00
ILL. PARK AND RECREATION ASSN. (900)	11/24 CK# 74152		\$239.00
RIGHTON FEES DUES SUBSCRIPT 01-601-307		01-20-550-307	239.00
ILLINOIS PAPER COMPANY (898)	11/24 CK# 74153		\$368.60
53698-000 OFFICE SUPPLIES 01-420-301		01-10-455-301	368.60
THE J.P. COOKE CO. (1001)	11/24 CK# 74154		\$33.85
34835 OFFICE SUPPLIES 01-25-610-301		01-25-610-301	33.85
JULIE, INC. (1018)	11/24 CK# 74155		\$96.75
OCT 09 J.U.L.I.E. 01-540-332		01-35-755-332	96.75
KAREN KLENA (586)	11/24 CK# 74156		\$7.00
REF 170 FALL RECREATION FEES 01-310-818		01-310-818	7.00

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
KENT SLAYTON (1862)	11/24 CK# 74157	\$25.00
WL 69955 TRAFFIC FINES 01-310-502	01-310-502	25.00
KIEFT BROTHERS INC (1051)	11/24 CK# 74158	\$50.50
160343 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	50.50
KING CAR WASH (1057)	11/24 CK# 74159	\$345.48
60/OCT 09 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	345.48
LASERCRAFT INC (2300)	11/24 CK# 74162	\$13,485.00
OCT 2009 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	17,980.00
OCT 2009 CRDT RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	-4,495.00
LONG MARK (1165)	11/24 CK# 74163	\$523.00
09 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	523.00
MARQUARDT & BELMONTE P.C. (2259)	11/24 CK# 74164	\$897.50
MAY - OCT 09 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	897.50
MEADE ELECTRIC COMPANY (1236)	11/24 CK# 74165	\$183.00
643483 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	183.00
METROPOLITAN MAYORS CAUCUS (1252)	11/24 CK# 74166	\$313.85
2009-128 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	313.85
MIDWEST LASER SPECIALISTS, INC (1276)	11/24 CK# 74167	\$112.50
1052389 OPERATING SUPPLIES 01-451-331	01-30-630-331	112.50
MIDWEST HEALTH WORKS (1273)	11/24 CK# 74168	\$1,088.00
15367 WELLNESS 01-440-276	01-10-480-276	1,088.00
MULTI BUSINESS FORMS INC. (1316)	11/24 CK# 74169	\$339.20
210021 PRINTING & PUBLISHING 01-25-610-302	01-25-610-302	339.20
NATALYA RYABKO (586)	11/24 CK# 74170	\$7.00
REF 170 2 FALL RECREATION FEES 01-310-818	01-310-818	7.00
NORTH AMERICAN SALT CO (1372)	11/24 CK# 74171	\$31,404.83
70420700 OPERATING SUPPLIES 01-540-331	01-35-755-331	15,510.89
70423863 OPERATING SUPPLIES 01-540-331	01-35-755-331	15,893.94
ORKIN EXTERMINATING (1439)	11/24 CK# 74172	\$62.48
D-2604360 11/13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	62.48
PAK MAIL CENTER (1459)	11/24 CK# 74173	\$12.81
45660 POSTAGE & METER RENT 01-451-311	01-30-630-311	12.81
PATTEN TRACTOR & EQUIPMENT CO (1475)	11/24 CK# 74174	\$1,434.95
TJ550032384 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,434.95
PELLICCIONI ANDREW (1473)	11/24 CK# 74175	\$29.17
09 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	29.17
PETTY CASH C/O SUE STANISH (1492)	11/24 CK# 74176	\$123.51
11/18/09 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	25.00
11/18/09 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	01-05-420-368	11.96
11/18/09 COMMISSARY PROVISION 01-420-355	01-10-455-355	4.99
11/18/09 SCHOOLS CONFERENCE TRAVEL 01-15-510-304	01-15-510-304	15.00
11/18/09 GAS-OIL-WASH-MILEAGE 01-25-610-303	01-25-610-303	8.80
11/18/09 OPERATING EQUIPMENT 01-451-401	01-30-630-401	47.76
11/18/09 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	10.00
PHILLIP'S FLOWERS (1498)	11/24 CK# 74177	\$219.90
919574 PUBLIC RELATIONS 01-435-365	01-10-475-365	219.90

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PIONEER PRESS (1512)	11/24 CK# 74178	\$718.00
1726067 PRINTING & PUBLISHING 01-25-610-302	01-25-610-302	306.00
1728731 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	280.80
1734918 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	131.20
PIONEER RESEARCH CORPORATION (2303)	11/24 CK# 74179	\$163.23
214184 OPERATING SUPPLIES 01-540-331	01-35-755-331	163.23
PRO-TEK LOCK AND SAFE (1547)	11/24 CK# 74180	\$485.43
74940 OPERATING EQUIPMENT 01-451-401	01-30-630-401	485.43
PROTAC POLICE & FIRE EQUIPMENT INC (1544)	11/24 CK# 74181	\$79.96
7306-2 BAL DUE UNIFORMS 01-451-345	01-30-630-345	69.98
8110 OPERATING EQUIPMENT 01-451-401	01-30-630-401	9.98
ROBERT SCHALLER (1671)	11/24 CK# 74183	\$233.74
09 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	54.50
2009 UNIFORMS 01-451-345	01-30-630-345	179.24
ILLINOIS SECRETARY OF STATE (1690)	11/24 CK# 74184	\$160.00
NEW SQUAD 66 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	160.00
SIEBERT E D TRUCKING (1715)	11/24 CK# 74185	\$215.25
E 8258 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	215.25
SIGNS NOW (1717)	11/24 CK# 74186	\$32.75
SN195-37363 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	32.75
JOHN SKIBA (1728)	11/24 CK# 74187	\$308.27
09 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	308.27
SOUTHWEST CENTRAL DISPATCH (1751)	11/24 CK# 74188	\$21,645.66
DEC 09 RADIO DISPATCHING 01-483-235	01-30-675-235	21,645.66
STAPLES (1767)	11/24 CK# 74189	\$289.19
8013813100 OFFICE SUPPLIES 01-420-301	01-10-455-301	88.99
8013813100 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	126.02
8013867424 OFFICE SUPPLIES 01-420-301	01-10-455-301	24.01
8013867424 OFFICE SUPPLIES 01-15-510-301	01-15-510-301	24.01
8013867424 OFFICE SUPPLIES 01-551-301	01-40-810-301	26.16
STERICYCLE INC (1772)	11/24 CK# 74190	\$40.64
4001240835 JAIL SUPPLIES 01-465-343	01-30-650-343	40.64
STONE WHEEL INC (1780)	11/24 CK# 74191	\$190.40
473859 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	165.77
475619 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	24.63
STREET SMART SEMINARS (2304)	11/24 CK# 74192	\$225.00
11/2 & 11/3 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	225.00
CYNTHIA STUHL (1788)	11/24 CK# 74193	\$179.96
09 UNFRMS UNIFORMS 01-451-345	01-30-630-345	179.96
SUNSET SEWER & WATER (2276)	11/24 CK# 74194	\$1,603.50
2009-085 SITE IMPROVEMENTS 01-535-289	01-35-750-289	1,603.50
SVEHLA ARTHUR (1817)	11/24 CK# 74195	\$198.79
2009 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	198.79
T.P.I. (1886)	11/24 CK# 74196	\$2,064.53
4373/OCT REIMB.	01-40-820-258	915.53
4373/OCT PART TIME INSPECTOR 01-565-109	01-40-830-109	294.00
4373/OCT REIMB.	01-40-830-115	855.00

VILLAGE OF WILLOWBROOK

RUN DATE: 11/18/09

BILLS PAID REPORT FOR NOVEMBER, 2009

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TAMELING GRADING (1836)	11/24 CK# 74197	\$1,873.50
TG5/OCT 09 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,873.50
TEAM REIL INC (2172)	11/24 CK# 74198	\$293.00
09-9603 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	293.00
TERRI PARSE (586)	11/24 CK# 74199	\$8.00
REF 165 FALL RECREATION FEES 01-310-818	01-310-818	2.00
REF 166 FALL RECREATION FEES 01-310-818	01-310-818	6.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	11/24 CK# 74200	\$100.00
09-3617 ELEVATOR INSPECTION 01-565-117	01-40-830-117	100.00
TJ CONEVERA'S INC (1830)	11/24 CK# 74201	\$1,152.00
09-2381 AMMUNITION 01-451-346	01-30-630-346	864.00
09-2382 AMMUNITION 01-451-346	01-30-630-346	288.00
TOM & JERRY'S SHELL SERVICES (1883)	11/24 CK# 74202	\$1,872.56
10/19/09 GAS GAS-OIL WASH-MILEAGE 01-30-630-303	01-30-630-303	35.32
10/21/09 BLDS MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	14.95
32043 MAINTENANCE - VEHICLES 01-501-409	01-35-735-409	149.00
40932 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	69.51
40933 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
40941 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
40945 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	65.46
40950 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
40971 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	97.60
40981 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	416.64
40996 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
410116 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
41032 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	35.39
41040 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	140.47
41048 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
41050 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	218.99
41072 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
41086 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	389.88
U.S. TRAINING CENTER INC. (2292)	11/24 CK# 74203	\$75.00
FIAT/SWAT FINLN SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	75.00
UNIFIRST (1926)	11/24 CK# 74204	\$168.75
0610468716 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	168.75
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971)	11/24 CK# 74205	\$3,159.17
349338 FEES - LABOR COUNSEL 01-425-242	01-10-470-242	3,159.17
WAREHOUSE DIRECT (2002)	11/24 CK# 74206	\$36.63
492388-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	36.63
WATCHGUARD VIDEO (2000)	11/24 CK# 74207	\$5,107.00
5106A NEW VEHICLES 01-485-625	01-30-680-625	4,857.00
5106B NEW VEHICLES 01-485-625	01-30-680-625	250.00
WESTFIELD FORD (2028)	11/24 CK# 74208	\$248.88
268805 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	234.83
269028 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	14.05
WESTOWN AUTO SUPPLY COMPANY (2026)	11/24 CK# 74209	\$60.98
25094 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	27.96
25156 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	33.02

VILLAGE OF WILLOWBROOK

RUN DATE: 11/18/09

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILD GOOSE CHASE INC (2047)	11/24 CK# 74210	\$630.00
12464 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	630.00
WLBK BURR RIDGE CHAMBER OF COM (2053)	11/24 CK# 74212	\$569.00
KONSTANTY SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	204.00
NAPOLI SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	204.00
VILLAGE ADMIN SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	161.00
TOTAL GENERAL CORPORATE FUND		\$140,837.17

VILLAGE OF WILLOWBROOK

RUN DATE: 11/18/09

BILLS PAID REPORT FOR NOVEMBER, 2009

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RUN TIME: 04:40PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	11/24 CK# 74119	\$462.63
92825/DEC - FEB REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	141.75
94593/DEC - FEB REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	141.75
94594/DEC - FEB REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	179.13
AMERICAN DEMOLITION CORP (1243)	11/24 CK# 74120	\$775.00
WR 11/13/09 DEPOSITS SENT TO CUSTOMER-DM AMERICAN DEMOLITION CORP UT# 701120.000	02-280-130	775.00
DEPOSIT SENT TO CUSTOMER		
COMMONWEALTH EDISON (370)	11/24 CK# 74130	\$1,094.73
4551111049/NOV ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	439.02
5071072051/NOV ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	655.71
DUPAGE WATER COMMISSION (521)	11/24 CK# 74138	\$50,339.03
8440/OCT 09 PURCHASE OF WATER 02-420-575	02-50-420-575	50,339.03
ENVIRO TEST INC (555)	11/24 CK# 74139	\$122.50
09-126617 SAMPLING ANALYSIS 02-420-362	02-50-420-362	122.50
KNOLLS CONDO ASSOCIATION (1243)	11/24 CK# 74160	\$80.00
WR 11/13/09 DEPOSITS SENT TO CUSTOMER-DM KNOLLS CONDO ASSOCIATION UT# 700960.003	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
LAKE HINSDALE VILLAGE (1243)	11/24 CK# 74161	\$400.00
WR 11/13/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700011.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
WR 11/13/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700575.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
WR 11/13/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700610.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
WR 11/13/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700845.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
WR 11/13/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700850.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
TAMELING GRADING (1836)	11/24 CK# 74197	\$415.00
TG5/OCT 09 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	415.00
TOTAL WATER FUND		\$53,688.89

VILLAGE OF WILLOWBROOK

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	11/24 CK# 74135	\$1,054.37
6828 ADVERTISING 03-435-317	03-53-435-317	54.37
OCT 09 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$1,054.37

VILLAGE OF WILLOWBROOK

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MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	11/24 CK# 74129	\$653.50
90862 STREET MAINTENANCE CONTRACT 04-430-684	04-56-430-684	653.50
TOTAL MOTOR FUEL TAX FUND		\$653.50

VILLAGE OF WILLOWBROOK

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RUN TIME: 04:40PM

WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	11/24 CK# 74129	\$3,559.12
90909 WATER TANK REPAIRS	09-65-440-604	3,559.12
ERA VALDIVIA CONTRACTORS INC. (2305)	11/24 CK# 74140	\$85,050.00
PAYOUT 1 PRTL WATER TANNK REPAIRS	09-65-440-604	85,050.00
WILLIAMS ARCHITECTS (2051)	11/24 CK# 74211	\$2,075.11
13482/13523 ARCHITECTUAL FEES 09-405-247	09-65-405-247	1,993.01
13570 ARCHITECTUAL FEES 09-405-247	09-65-405-247	82.10
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$90,684.23

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR NOVEMBER, 2009

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RUN TIME: 04:40PM

CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
FBG CORPORATION (2212)	11/24 CK# 74141	\$3,720.00
PAYOUT #11 FINL PUBLIC WORKS FACILITY	10-68-540-415	3,720.00
RAGS ELECTRIC, INC (1585)	11/24 CK# 74182	\$264.02
5640 VILLAGE HALL GARAGE RENOVATION 10-68-540-416	10-68-540-416	264.02
WILLIAMS ARCHITECTS (2051)	11/24 CK# 74211	\$2,075.10
13482/13523 PUBLIC WORKS FACILITY	10-68-540-415	1,993.00
13570 PUBLIC WORKS FACILITY	10-68-540-415	82.10
TOTAL CAPITAL PROJECT FUND		\$6,059.12

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR NOVEMBER, 2009

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SUMMARY ALL FUNDS

RUN TIME: 04:40PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	140,837.17	*
02-110-105	WATER FUND-CHECKING 0010330283	53,688.89	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	1,054.37	*
04-110-105	MOTOR FUEL TAX FUND-CHECKING 0010330283	653.50	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	90,684.23	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	6,059.12	*
TOTAL ALL FUNDS		292,977.28	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

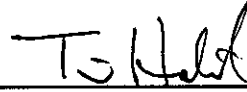
MOTION TO APPROVE – 2009 MFT ROADWAY MAINTENANCE PROGRAM:
PAYOUT #3 – PARTIAL PAYMENT, CROWLEY-SHEPPARD ASPHALT CO.

AGENDA NO. 42

AGENDA DATE: 11/23/09

STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE: _____



LEGAL REVIEW: N/A

SIGNATURE: _____

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: _____



REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

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

At its regular meeting on September 14, 2009, the Village Board approved a contract with Crowley-Sheppard Asphalt Company to complete the 2009 MFT Roadway Maintenance Program. This year's program consists of significant roadway patching, crack sealing, replacement of worn pavement markings, and parking area sealcoating and restriping at various locations throughout town. After IDOT approval was received and all required paperwork, insurance and bond certificates were submitted, a notice to proceed with the project was issued by the Village and the work commenced.

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

All work is now completed. The contractor has submitted the final partial payment request. The request was forwarded to the Village Engineering Consultant for review and approval. A copy of their written recommendation to authorize Payment #3 – Partial Payment is attached. The following is a breakdown of the project costs to date:

FINAL INVOICED AMOUNT:	\$115,924.35 (Contract Amount: \$119,635.75)
Less 5% Retainage:	\$5,796.22
Less Previous Payments	\$96,296.85 (authorized at the 10/26 & 11/9 Board meetings)

Payout #3 Request: \$13,831.28

Staff would recommend that the Village President and Board of Trustees authorize Payout #3 – Partial Payment to Crowley-Sheppard Asphalt Company in the amount of \$13,831.28. The authorized payment amount would be expended from the following funds:

FUND	ACCOUNT	DESCRIPTION	UNEXPENDED
PARKS	01-20-565-342	Maintenance Services	\$3,218.85
ADMIN	01-10-485-602	Building Improvements	\$12,000.00

Once IDOT has approved the final project paperwork, the retainage amount will be released.

ACTION PROPOSED:

Approve motion.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

November 16, 2009

Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

Attention: Tim Halik

Subject: 2009 MFT – Partial Pay Request #3
(CBBEL Project No. 90-144 H109)

Dear Tim:

As requested in your email dated November 16, 2009, we have reviewed Pay Request #3 from Crowley-Sheppard Asphalt Co. and dated November 11, 2009. Work on this pay request includes striping on various streets. We understand that Village staff has verified the quantity and quality of work. Therefore, it is our opinion that it would be appropriate for the Village to pay the invoice in the amount of \$13,831.28, which is 95% of the completed work this period.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Lynch'.

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

RECEIVED

NOV 16 2009

VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.

CROWLEY - SHEPPARD ASPHALT CO.

6525 WEST 99th STREET • P.O. BOX 157
CHICAGO RIDGE, ILLINOIS 60415
(708) 499-2900 • FAX (708) 499-3106

INVOICE

INVOICE DATE	CUSTOMER NO	INVOICE NUMBER
November 11, 2009	09-047	44459
P.O. NUMBER	WORK ORDER NO	SHIP DATE

RECEIVED

TO: Village of Willowbrook
7760 Quincy St
Willowbrook, IL 60527

JOB SITE: Willowbrook
Section #09-00000-02-GM
Estimate #3

NOV 12 2009

VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.

SALES PERSON		TERMS	SHIP VIA		P.O.#
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*45100200	Crack Filling	19,200	LB	1.50	28,800.00
* N/A	Seal Coating	83,000	S.F.	.20	16,600.00
* N/A	Class D Patch, Surface Special 6"	1,080	S.Y.	55.00	59,400.00
78000200	Thermoplastic Pavement Marking Line 4" (White-Skip Dash)	-0-	L.F.	.60	-0-
78000200	Thermoplastic Pavement Marking Line 4" (Yellow)	5,382	L.F.	.60	3,229.20
78000400	Thermoplastic Pavement Marking Line 6" (White-Solid)	2,059	L.F.	.90	1,853.10
78000600	Thermoplastic Pavement Marking Line 12" (White)	406	L.F.	1.80	730.80
78000650	Thermoplastic Pavement Marking Line 24" (White Stop Bar)	295	L.F.	3.75	1,106.25
78000100	Thermoplastic Pavement Marking Letters & Symbols	535.6	S.F.	3.75	2,008.50
A1.	Paint 4" Line	4,300	L.F.	.40	1,720.00
A2.	Paint 24" Line	145	L.F.	2.20	319.00
A3.	Handicap Stall	5	Each	31.50	157.50
					\$115,924.35
LESS 5% RETENTION					5,796.22
SUB-TOTAL					110,128.13
LESS PREVIOUS PAYMENTS					96,296.85
AMOUNT DUE ESTIMATE #3					\$13,831.28

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION TO APPROVE – PUBLIC WORKS FACILITY CONSTRUCTION
CONTRACT: PAYOUT #11 – FINAL PAYMENT, FBG CONSTRUCTION
CORPORATION

AGENDA NO. 4e

AGENDA DATE: 11/23/09

STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE: 

LEGAL REVIEW: N/A

SIGNATURE: _____

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

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

At its regular meeting on September 8, 2008, the Village Board approved a contract with FBG Construction Corporation to construct the new public works garage. The project is now fully completed. The Public Works Division of the Municipal Services Department now operates out of the new facility. All project punchlist items have been completed, and all required warranty documentation and operation manuals have been submitted.

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

A request for final payment was received from the general contractor. The request was forwarded to the Architect of Record to review. Williams Architects has reviewed the request and has provided their approval of the final payout in the amount of \$3,720.00. We have received a final waiver of lien from the general contractor, along with certified payroll. A complete copy of the Final Payment Request is attached.

Also attached is a summary (prepared by the M.S. Dept. – not a detailed financial report prepared for audit purposes) of the final project contract price including all approved project change orders. In summary, the project came in significantly under the budgeted amount.

Staff would recommend that the Village President and Board of Trustees authorize Payout #11 - Final Payment to FBG Construction Corporation in the amount of \$3,720.00. The authorized payment amount would be expended from the following building construction fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
CAPITAL PROJECTS	10-68-540-415	Public Works Facility	\$250,113.41

ACTION PROPOSED:

Approve motion.

P.W. Garage
Summary of Contract Price with
Approved Change Orders

Original Contract Amount: \$1,743,000.00

<u>Change Order #</u>	<u>Amount</u>	<u>For:</u>
1	\$6,565.00	Additional Testing Services
2	\$1,111.00	Equipment Options
3	\$1,839.00	Omitted Steel Beam
4	\$16,270.00	Unsuitable Footing Soil
5	(\$1,182.00)	Delete Dampproofing
6	(\$325.00)	Constr. Sign @ 73rd Ct.
8	\$0.00	Extend Completion Date
9	(\$415.00)	Delete Restroom Privacy Wall
10	\$2,184.00	Extend Retaining Wall
12	\$10,000.00	Winter Conditions #1
14	\$4,050.00	ComEd Service Design Alterations
17	\$5,808.84	Winter Conditions #2
18-R	(\$2,913.00)	Stained Floors in Lieu of Tile
22	\$590.00	Enclosure Wall in Lunchroom
24	(\$365.00)	Delete Emergency Shower
25	\$15,105.00	Salt Dome Relocation/Electric Service
30	\$944.00	Precast Plank - Edge Trim
31	\$3,393.00	Parking Area Undercuts
32	\$4,962.90	Additional Testing Services
33	(\$2,000.00)	Delete Shower Bases in Locker Rooms

TOTAL INCREASE TO
CONTRACT AMOUNT: \$65,622.74

% INCREASE OF
ORIGINAL CONTRACT
AMOUNT: 3.76%

FINAL CONTRACT
AMOUNT: \$1,808,622.74

Project Budget: \$2,266,522.00

Balance (under budget): \$457,899.26

Salt Dome: (\$127,702.00)
Remaining Purchases: (\$21,500.00)

Final Balance: **\$308,697.26**
(amount under budget)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Village Of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

PROJECT: Willowbrook Public Works
710 Willowbrook Ctr
Willowbrook, IL 60527

APPLICATION NO: 11 DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR

FROM (CONT): F.B.G. Corporation
1015 S. Rte 83 Ste E
Elmhurst, IL 60126-4966

VIA (ARCHITECT): Williams Architects

ARCHITECT'S
PROJECT NO: 2007-015

CONTRACT FOR: General Contracting

CONTRACT DATE: 09/08/08

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the contract.
Continuation Sheet is attached.

CHANGE ORDER SUMMARY

Change Orders approved in previous months by owner	ADDITIONS	DEDUCTIONS
TOTAL	65622.74	

Approved this Month

Number	Date Approved

TOTALS

Net Change by Change Orders \$ 65622.74

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

CONTRACTOR: F.B.G. Corporation

By: [Signature] Date: 10/29/09

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM \$ 1743000.00
2. Net Change by Change Orders \$ 65622.74
3. CONTRACT SUM TO DATE \$ 1808622.74
4. TOTAL COMPLETED & STORED TO DATE \$ 1808622.74
(Column G)
5. RETAINAGE:
 - a. 10.00 % of Completed Work \$.00
(Column D+R)
 - b. 10.00 % of Stored Material \$.00
(Column F)
 Total Retainage (Line 5a+5b) or
(Total in Column I) \$.00
6. TOTAL EARNED LESS RETAINAGE \$ 1808622.74
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) .. \$ 1804902.74
8. CURRENT PAYMENT DUE \$ 3720.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$.00
(Line 3 less Line 6)

OFFICIAL SEAL
CHERYL BRICKER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/09/11

State of: Illinois County of: Will
Subscribed and Sworn to before me this 29 day of Oct, 2009
Notary Public: [Signature]
My Commission expires: [Signature]

AMOUNT CERTIFIED \$ 3720.00

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

ARCHITECT: Williams Architects

By: [Signature] Date: 11-2-09

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

Date : 10/28/09 - Wed
Time : 15:26:09

F.B.G. Corporation
AIA CONTINUATION SHEET

Page : 2

Application No. : 11
Application Date : 10/28/09
Period To : 10/28/09
Architect Project No. : 2007-015

Job : 08-14 Willowbrook Public Works

Item No.	Description of Work	Scheduled Value	Previous Complt	Current Complt	Stored Material	Tot.Compl. & Stored	% Comp	Balance To Finish	Retainage
01.	General Conditions	282888.00	282888.00	.00	.00	282888.00	100.00	.00	.00
01A	CO#2	1100.00	1100.00	.00	.00	1100.00	100.00	.00	.00
01B	CO#3	264.00	264.00	.00	.00	264.00	100.00	.00	.00
01C	CO#4	2340.05	2340.05	.00	.00	2340.05	100.00	.00	.00
01D	CO#5	-1170.00	-1170.00	.00	.00	-1170.00	100.00	.00	.00
01E	CO#6	-325.00	-325.00	.00	.00	-325.00	100.00	.00	.00
01F	CO#9	-60.00	-60.00	.00	.00	-60.00	100.00	.00	.00
01G	CO#10	314.00	314.00	.00	.00	314.00	100.00	.00	.00
01H	CO#14	580.00	580.00	.00	.00	580.00	100.00	.00	.00
02.	Bond	18873.00	18873.00	.00	.00	18873.00	100.00	.00	.00
02A	CO#1	65.00	65.00	.00	.00	65.00	100.00	.00	.00
02B	CO#2	11.00	11.00	.00	.00	11.00	100.00	.00	.00
02C	CO#3	19.00	19.00	.00	.00	19.00	100.00	.00	.00
02D	CO#4	162.00	162.00	.00	.00	162.00	100.00	.00	.00
02E	CO#5	-12.00	-12.00	.00	.00	-12.00	100.00	.00	.00
02F	CO#9	-5.00	-5.00	.00	.00	-5.00	100.00	.00	.00
02G	CO#10	22.00	22.00	.00	.00	22.00	100.00	.00	.00
02H	CO#14	40.00	40.00	.00	.00	40.00	100.00	.00	.00
03.	Testing Allowance	10000.00	10000.00	.00	.00	10000.00	100.00	.00	.00
03A	CO#1 TESTING	6500.00	6500.00	.00	.00	6500.00	100.00	.00	.00
04.	Hardware Allowance	2000.00	2000.00	.00	.00	2000.00	100.00	.00	.00
05.	Excavation	32800.00	32800.00	.00	.00	32800.00	100.00	.00	.00
05A	CO#4 EXCAVATION	13767.95	13767.95	.00	.00	13767.95	100.00	.00	.00
06.	Site Utilities	68500.00	68500.00	.00	.00	68500.00	100.00	.00	.00
07.	Asphalt Paving	96900.00	96900.00	.00	.00	96900.00	100.00	.00	.00
08.	Fence/Guardrails	77000.00	77000.00	.00	.00	77000.00	100.00	.00	.00
09.	Retaining Wall/Landscape	34400.00	34400.00	.00	.00	34400.00	100.00	.00	.00
09A	CO#10	1848.00	1848.00	.00	.00	1848.00	100.00	.00	.00
10.	Concrete	160000.00	160000.00	.00	.00	160000.00	100.00	.00	.00
11.	Precast Concrete	15000.00	15000.00	.00	.00	15000.00	100.00	.00	.00
12.	Masonry	309000.00	309000.00	.00	.00	309000.00	100.00	.00	.00
13.	Structural Steel	124079.00	124079.00	.00	.00	124079.00	100.00	.00	.00
13A	Co#3 Str Steel	1556.00	1556.00	.00	.00	1556.00	100.00	.00	.00
14.	Carpentry/Drywall/Ceiling	36000.00	36000.00	.00	.00	36000.00	100.00	.00	.00
15.	Cabinets/Tops	7500.00	7500.00	.00	.00	7500.00	100.00	.00	.00
16.	Roofing/Sheetmetal	110000.00	110000.00	.00	.00	110000.00	100.00	.00	.00
17.	Doors/Frames/Hardware	17000.00	17000.00	.00	.00	17000.00	100.00	.00	.00
18.	Overhead Doors	19765.00	19765.00	.00	.00	19765.00	100.00	.00	.00
19.	Wood Windows	16000.00	16000.00	.00	.00	16000.00	100.00	.00	.00
20.	Ceramic Tile	10433.00	10433.00	.00	.00	10433.00	100.00	.00	.00
21.	Painting	25000.00	25000.00	.00	.00	25000.00	100.00	.00	.00
22.	Toilet Acc/Lockers/Compart	10580.00	10580.00	.00	.00	10580.00	100.00	.00	.00
22A	CO#9	-350.00	-350.00	.00	.00	-350.00	100.00	.00	.00
23.	Equipment	6900.00	6900.00	.00	.00	6900.00	100.00	.00	.00
24.	Fire Sprinklers	21400.00	21400.00	.00	.00	21400.00	100.00	.00	.00
25.	Plumbing	70000.00	70000.00	.00	.00	70000.00	100.00	.00	.00
26.	Bvac	65107.00	65107.00	.00	.00	65107.00	100.00	.00	.00

F.B.G. Corporation
AIA CONTINUATION SHEET

Application No. : 11
Application Date : 10/28/09
Period To : 10/28/09
Architect Project No. : 2007-015

Item No.	Description of Work	Scheduled Value	Previous Complt'd	Current Complt'd	Stored Material	Tot.Compl. & Stored	% Comp	Balance To Finish	Retainage
27.	Electrical	95875.00	95875.00	.00	.00	95875.00	100.00	.00	.00
27A	CO#14	3430.00	3430.00	.00	.00	3430.00	100.00	.00	.00
28.	Co#12 Winter Conditions	10000.00	10000.00	.00	.00	10000.00	100.00	.00	.00
29.	Co#17 Winter Conditions	5800.84	5800.84	.00	.00	5800.84	100.00	.00	.00
30.	Co#18R	-2913.00	-2913.00	.00	.00	-2913.00	100.00	.00	.00
31.	Co#22	590.00	590.00	.00	.00	590.00	100.00	.00	.00
32.	Co#24	-365.00	-365.00	.00	.00	-365.00	100.00	.00	.00
33.	Co#25	15105.00	13105.00	2000.00	.00	15105.00	100.00	.00	.00
36.	CO#30	944.00	944.00	.00	.00	944.00	100.00	.00	.00
37.	Co#31	3393.00	3393.00	.00	.00	3393.00	100.00	.00	.00
38.	CO#32	4962.90	4962.90	.00	.00	4962.90	100.00	.00	.00
39.	CO#33	-2000.00	-2000.00	.00	.00	-2000.00	100.00	.00	.00
Totals :		1808622.74	1806522.74	2000.00	.00	1808622.74	100.00	.00	.00
Percent:			99.89	.11	.00	100.00		.00	

Date : 10/29/09 - Thur
Time : 12:15:28

F.B.G. Corporation
A.I.A. Release Retainage Journal

Page : 1

Pay Item	Description	Sched Value	% Cmpl	Current Billings	Previous Stored+Cmpltd	----- R E T A I N A G E -----			
						Available to Release		Prev. Stored	Released
						Current	Previous		
01.	General Conditions	282888.00	100.00	.00	282888.00	.00	.00	.00	.00
01A	CO#2	1100.00	100.00	.00	1100.00	.00	.00	.00	.00
01B	CO#3	264.00	100.00	.00	264.00	.00	.00	.00	.00
01C	CO#4	2340.05	100.00	.00	2340.05	.00	.00	.00	.00
01D	CO#5	-1170.00	100.00	.00	-1170.00	.00	.00	.00	.00
01E	CO#6	-325.00	100.00	.00	-325.00	.00	.00	.00	.00
01F	CO#9	-60.00	100.00	.00	-60.00	.00	.00	.00	.00
01G	CO#10	314.00	100.00	.00	314.00	.00	.00	.00	.00
01H	CO#14	580.00	100.00	.00	580.00	.00	.00	.00	.00
02.	Bond	18873.00	100.00	.00	18873.00	.00	.00	.00	.00
02A	CO#1	65.00	100.00	.00	65.00	.00	.00	.00	.00
02B	CO#2	11.00	100.00	.00	11.00	.00	.00	.00	.00
02C	CO#3	19.00	100.00	.00	19.00	.00	.00	.00	.00
02D	CO#4	162.00	100.00	.00	162.00	.00	.00	.00	.00
02E	CO#5	-12.00	100.00	.00	-12.00	.00	.00	.00	.00
02F	CO#9	-5.00	100.00	.00	-5.00	.00	.00	.00	.00
02G	CO#10	22.00	100.00	.00	22.00	.00	.00	.00	.00
02H	CO#14	40.00	100.00	.00	40.00	.00	.00	.00	.00
03.	Testing Allowance	10000.00	100.00	.00	10000.00	.00	.00	.00	.00
03A	CO#1 TRSTING	6500.00	100.00	.00	6500.00	.00	.00	.00	.00
04.	Hardware Allowance	2000.00	100.00	.00	2000.00	.00	.00	.00	.00
05.	Excavation	32800.00	100.00	.00	32800.00	.00	.00	.00	.00
05A	CO#4 EXCAVATION	13767.95	100.00	.00	13767.95	.00	.00	.00	.00
06.	Site Utilities	68500.00	100.00	.00	68500.00	.00	.00	.00	.00
07.	Asphalt Paving	96900.00	100.00	.00	96900.00	.00	.00	.00	.00
08.	Fence/Guardrails	77000.00	100.00	.00	77000.00	.00	.00	.00	.00
09.	Retaining Wall/Landscape	34400.00	100.00	.00	34400.00	.00	1720.00	.00	1720.00
09A	CO#10	1848.00	100.00	.00	1848.00	.00	.00	.00	.00
10.	Concrete	160000.00	100.00	.00	160000.00	.00	.00	.00	.00
11.	Precast Concrete	15000.00	100.00	.00	15000.00	.00	.00	.00	.00
12.	Masonry	309000.00	100.00	.00	309000.00	.00	.00	.00	.00
13.	Structural Steel	124079.00	100.00	.00	124079.00	.00	.00	.00	.00
13A	Co#3 Str Steel	1556.00	100.00	.00	1556.00	.00	.00	.00	.00
14.	Carpentry/Drywall/Ceiling	36000.00	100.00	.00	36000.00	.00	.00	.00	.00
15.	Cabinets/Tops	7500.00	100.00	.00	7500.00	.00	.00	.00	.00
16.	Roofing/Sheetmetal	110000.00	100.00	.00	110000.00	.00	.00	.00	.00
17.	Doors/Frames/Hardware	17000.00	100.00	.00	17000.00	.00	.00	.00	.00
18.	Overhead Doors	19765.00	100.00	.00	19765.00	.00	.00	.00	.00
19.	Wood Windows	16000.00	100.00	.00	16000.00	.00	.00	.00	.00
20.	Ceramic Tile	10433.00	100.00	.00	10433.00	.00	.00	.00	.00
21.	Painting	25000.00	100.00	.00	25000.00	.00	.00	.00	.00
22.	Toilet Acc/Lockers/Compart	10580.00	100.00	.00	10580.00	.00	.00	.00	.00
22A	CO#9	-350.00	100.00	.00	-350.00	.00	.00	.00	.00
23.	Equipment	6900.00	100.00	.00	6900.00	.00	.00	.00	.00
24.	Fire Sprinklers	21400.00	100.00	.00	21400.00	.00	.00	.00	.00
25.	Plumbing	70000.00	100.00	.00	70000.00	.00	.00	.00	.00
26.	Hvac	65107.00	100.00	.00	65107.00	.00	.00	.00	.00
27.	Electrical	95875.00	100.00	.00	95875.00	.00	.00	.00	.00
27A	CO#14	3430.00	100.00	.00	3430.00	.00	.00	.00	.00
28.	Co#12 Winter Conditions	10000.00	100.00	.00	10000.00	.00	.00	.00	.00
29.	Co#17 Winter Conditions	5808.84	100.00	.00	5808.84	.00	.00	.00	.00
30.	Co#18R	-2913.00	100.00	.00	-2913.00	.00	.00	.00	.00
31.	Co#22	590.00	100.00	.00	590.00	.00	.00	.00	.00

32.	CO#21	15105.00	100.00	2000.00	13105.00	.00	.00	.00	.00
33.	Co#25								

Date : 10/29/09 - Thur
Time : 12:15:37

F.B.G. Corporation
A.I.A. Release Retainage Journal

Page : 2

Pay Item	Description	Sched Value	% Compl	Current Billings	Previous Stored+Cmplt	----- R E T A I N A G E -----			
						Available to Release		Prev. Stored	Released
						Current	Previous		
36.	CO#30	944.00	100.00	.00	944.00	.00	.00	.00	.00
37.	Co#31	3393.00	100.00	.00	3393.00	.00	.00	.00	.00
38.	CO#32	4962.90	100.00	.00	4962.90	.00	.00	.00	.00
39.	CO#33	-2000.00	100.00	.00	-2000.00	.00	.00	.00	.00
GRAND TOTALS		1808622.74		2000.00	1806622.74	.00	1720.00	.00	1720.00

FINAL WAIVER OF LIEN

State of Illinois } SS
County of DuPage } SS

Cty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Willowbrook
to furnish General Contracting
for the premises known as 710 Willowbrook Centre Parkway, Willowbrook, IL. 60527
of which Village of Willowbrook is the owner.

THE undersigned, for and in consideration of Three Thousand Seven Hundred Twenty and No/100***
\$3,720.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
release any lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said
above described and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds
or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may
may be furnished at any time hereafter by the undersigned for the above-described premises.

Given under my hand signed and seal ed this
28th day of October 2009

Signature and Seal: X

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

CONTRACTOR'S AFFIDAVIT

State of Illinois } SS
County of DuPage } SS

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn deposes and says that he is David Mac Marshall
Vice President of the FBG Corporaiton
who is the contractor for the General Contracting work on
building located at 710 Willowbrook Centre Parkway, Willowbrook, IL. 60527
owned by Village of Willowbrook
That the total amount of the contract including extra's is 1,808,622.74 on which he has received payment of
1,804,902.74 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have
furnished material, or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or
for material into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor
or material required to complete said work according to plans and specification:

Names	What for	Contract Price	Amount Paid	This Payment	Balance Due
FBG Corporaiton	General Contracting	1,808,622.74	1,804,902.74	3,720.00	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$1,808,622.74	\$1,804,902.74	\$3,720.00	\$0.00

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials,
labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28th day of October 2009

Signature: X

Subscribed and sworn before me this 28th day of October 2009

Signature: X

Transcribed from Chicago Title Insurance Company F.1722 R5/92
OFFICIAL SEAL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/09/13

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

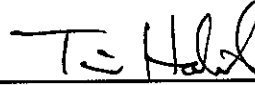
MOTION TO APPROVE – WATER TANK REHABILITATION PROJECT:
PAYOUT #1 – PARTIAL PAYMENT, ERA VALDIVIA CONTRACTORS, INC.

AGENDA NO. 4f

AGENDA DATE: 11/23/09

STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE: _____

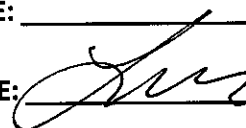


LEGAL REVIEW: N/A

SIGNATURE: _____

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: _____



REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

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

At its regular meeting on August 24, 2009, the Village Board accepted a proposal from Era Valdivia Contractors, Inc. for the completion of the water tank rehabilitation project (Res. No. 08-R-47). This project was performed to address various outstanding maintenance items that were identified on each of the Village's above-grade water storage structures as a result of an independent engineering analysis. After all shop drawing submittals were approved, and insurance and bond certificates were received, a notice to proceed with the project was issued by the Village on September 1, 2009, and the work commenced.

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

The project is now substantially completed, and the contractor has submitted a request for a partial payment. The request was forwarded to the Village Engineering Consultant for review and approval. We have also received a partial waiver of lien and certified payroll reports. A copy of their written recommendation to authorize Payment #1 – Partial Payment is attached. The following is a breakdown of the project costs:

TOTAL INVOICED AMOUNT: \$94,500.00 (Proposal Amount: \$94,500.00)
Less 10% Retainage: \$9,450.00

Payout #1 Request: \$85,050.00

Staff would recommend that the Village President and Board of Trustees authorize Payout #1 – Partial Payment to Era Valdivia Contractors, Inc. in the amount of \$85,050.00. The authorized payment amount would be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
Water Capital Imp.	09-65-440-604	Water Tank Repairs	\$105,000.00

A project final inspection was performed, and a punchlist of remaining minor items was generated. Once the punchlist items are completed, the retainage amount can be released.

ACTION PROPOSED:

Approve motion.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

October 30, 2009

RECEIVED

NOV -3 2009

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

**VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.**

Attention: Mr. Timothy Halik

Subject: Rehabilitation of the Executive Tower High Tank, the Lake Hinsdale High Tank and the 3 MG Standpipe
Pay Request #1
(CBBEL Project No. 09-0203)

Dear Mr. Halik:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #1 in the amount of \$85,050.00 received from Era Valdivia Contractors, Inc. (EVC) dated October 19, 2009 and received by CBBEL on October 23, 2009. Included with Pay Request #1 is a Partial Waiver of Lien and Certified Payroll Reports for the attached invoice. CBBEL recommends payment in the amount as follows:

Original Contract Amount	\$ 94,500.00
Change Orders (To Date)	\$ 0.00
Total Contract Amount	\$ 94,500.00
Work Completed to Date	\$ 94,500.00
Less Previous Payments	\$ 0.00
Less 10% Retainage	\$ 9,450.00
Amount Due	\$ 85,050.00

All items of work shown on the attached invoice are representative of work completed to date for this project except for the removal of the antenna cables from the existing ladders. This work was accomplished by the service provider. EVC, in lieu of the antenna cable removal, added the following items of work which were not identified in the August 5, 2009 redefined Scope of Work. This work was identified in the original Contract Documents but was not included due to budgetary constraints. The Contractor was able to give the Village as many repairs as possible to stay within the project budget of \$94,500.00. These items of work equated to the same \$3,000.00 amount of the antenna cable work as shown below.

Work	Price
Executive Tower High Tank	
1. Pipe Extension for Flap Gate	\$200.00
2. Removal of Existing ComEd Meter Back Panel and Resupport with New Unistrut	\$300.00
Lake Hinsdale High Tank	
1. Reconfiguration of Existing Lighting Feeds to Accommodate Wall Pak Lighting in Place of the Incandescent Lighting Units	\$1,900.00
2. Seal Additional Conduit Penetrations and Open Base Cone Holes and Paint	\$300.00
3 MG Standpipe	
1. Fabricated New Collar to Hold Overflow Screening	\$300.00
TOTAL ADDITIONAL WORK ITEMS	\$3,000.00

All contract required work has been completed. We therefore recommend payment in the amount of Eighty Five Thousand and Fifty Dollars (\$85,050.00) to Era Valdivia Contractors, Inc.

If you have any questions, please feel free to contact me.

Sincerely,


Gerry Hennelly
Project Manager

GAH/pjb

Encl: Request for Payment #1 by Era Valdivia
Partial Waiver of Lien by Era Valdivia
Certified Payroll by Era Valdivia

CC: Mr. Don Beusse, Village of Willowbrook
Mr. Greg Bairaktaris, EVC



11909 South Avenue O
Chicago, IL 60617

TEL: (773) 721-9350
FAX: (773) 721-8027

October 29, 2009

Christopher B. Burke Engineering, Lt
9575 West Higgins Rd, Suite 600
Rosemont, IL 60018

Attn: Mr. Gerald A. Hennelly, Project Manager -

Re: Additional Work

Via e-mail: ghennelly@cbbel.com

Dear Mr. Hennelly,

As per our pre-final meeting and discussions concerning the additional work performed in place of work on cables for item # 7 at the executive tank location.

EVC performed the following additional work:

1. Fabricated collar to hold screening - \$300.00
2. Welded and pipe extension for flapgate - \$200.00
3. Reconfigured exterior lighting, additional lights, and ran conduit - \$1,900.00
4. Electrical panel removal - \$ 300.00
5. Sealing additional holes and painting - \$300.00

In addition, we had our crew on site for the time that the work was performed by cable contractor so that in case of any emergency modifications that may have been needed. We understood the importance of the communication cable relocation as related to village's system and we provided this as part of our service in completing this project. Please consider this additional work as a good faith effort on our behalf and we ask that item # 7 be as payment for this additional work.

If you have any questions concerning this matter, please contact me direct at my office: 7773-721-9350 and/or cell: 773-447-6658.

Yours truly,
Era Valdivia Contractors, Inc.

A handwritten signature in black ink, appearing to read 'Greg Bairaktaris', is located below the typed name.

Greg Bairaktaris
Senior Project Manager

CC: Contract - Willowbrook Tanks

ERA Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, Illinois 60617
Tel. 773-721-9350 Fax. 773-721-8027

LETTER OF TRANSMITTAL

To:	Christopher B. Burke Engineering
	9575 West Higgins Road, Suite 600
	Rosemont, IL 60018
Attn:	Mr. Gerald A. Hennelly, Project Manager

Date:	10/29/2009	Job # EVC - N/A
Proj:	Willobrook - Misc. Tank Repairs	
Re:	O & Manual - Closeout	
Transm. No. EVC - CBE-02		

We are Sending You:

☐

Attached

☐

Separate Cover Via:

☐

Shop Drawings

☐

Prints

☐

Plans

☐

Specifications

☐

Copy of Letter

☐

Change Orders

☐

Samples

☒

Other:

Copy	Date	No.	Description
3	29-Oct-09	N/A	O and M Manuals/Certified Payroll/Partial Waiver
			Please expedite payment request.
			Thanks, Greg

These submittals are transmitted to your office as checked:

☐

For Approval

☐

For Your Use

☒

As Requested

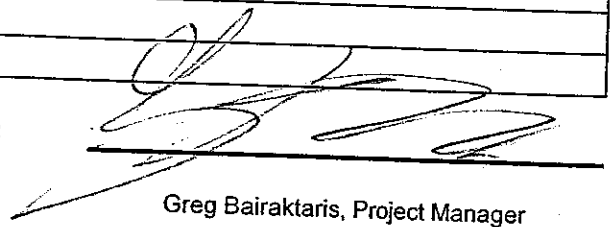
☐

For Review

N/A

File: cc: Greg
File: EVC - Willobrook Tanks

Signed:


Greg Bairaktaris, Project Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER:

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

PROJECT: Rehab. Executive Tower

High Tank, Lake Hinsdale
High Tank and 3 MG Standpipe

APPLICATION NO: 1

PERIOD TO: October 31, 2009

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

Era Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, Illinois 60617

VIA ARCHITECT: Christopher B. Burke

Engineering, LTD.
9575 West Higgins Road
Suite 600
Rosemont, IL 60018

CONTRACT NOS:

PROJECT NOS: CBBEL 09-0203

CONTRACT FOR: Painting

CONTRACT DATE August 24, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$	94,500.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	94,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	94,500.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	9,450.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column-I of G703)	\$	9,450.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	85,050.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	85,050.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	9,450.00

CONTRACTOR:

Era Valdivia Contractors, Inc.

By:

[Signature]

Date: October 19, 2009

State of:

Subscribed and sworn to before me this 19th day of October, 2009
Notary Public: KIM Z JAUREGUI
My Commission Expires 01/22/2010

Cook
October, 2009

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 1
APPLICATION DATE: October 19, 2009

PERIOD TO: October 31, 2009

ARCHITECT'S PROJECT: Village of Willowbrook -

Rehab. of Exec. Tower High Tank, Lake Hinsdale High Tank and 3 MG Standpipe

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	ORIGINAL CONTRACT								
	<u>Executive Tower High Tank</u>								
1	Clean and Seal Lapped Seams	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$1,200.00
2	Safety Climb Device	\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$2,800.00	100.00%	\$0.00	\$280.00
3	Replace Expansion Coupling	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$1,500.00
4	Repair Obstruction Light	\$3,800.00	\$0.00	\$3,800.00	\$0.00	\$3,800.00	100.00%	\$0.00	\$380.00
5	Repair Existing Intr. Lighting Fixtures	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$200.00
6	Seal Exterior Conduit Penetrations	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$100.00
7	Remove Antenna Cable from Intr. Ladders	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$300.00
8	Replace Existing Sump Pump	\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$2,800.00	100.00%	\$0.00	\$280.00
9	Replace Existing Overflow Screening	\$700.00	\$0.00	\$700.00	\$0.00	\$700.00	100.00%	\$0.00	\$70.00
	<u>Lake Hinsdale High Tank</u>								
10	Seal Exterior Conduit Penetrations	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$100.00
11	Hand Tool Cln & Rpnt Base Cone Riser Pip	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$400.00
12	Repair Existing Light Fixtures	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$300.00
13	Rmve & Rplc Flange Fitting on Riser Piping	\$17,000.00	\$0.00	\$17,000.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$1,700.00
14	Welo New Cathodic Protection Hole Plates	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$500.00
	<u>3MG Standpipe</u>								
15	Repair, Rplc & Repaint Existing Hinges	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$100.00
16	Rmv & Rplc in Kind Exstng Pilaster Lightin	\$4,700.00	\$0.00	\$4,700.00	\$0.00	\$4,700.00	100.00%	\$0.00	\$470.00
17	Seal Open Cable Penetrations on Roof	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$200.00
18	Replace Overflow Screening	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$120.00
	<u>Miscellaneous</u>								
19	SCADA Program Upgrade - Executive Tank	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$650.00
20	3 MG Grout Repair	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$300.00
21	Lake Hinsdale Grout Repair	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$150.00
22	Executive Tower Grout Repair	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$150.00
	GRAND TOTALS	\$94,500.00	\$0.00	\$94,500.00	\$0.00	\$94,500.00	100.00%	\$0.00	\$9,450.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)

COUNTY OF COOK)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned, has been employed by Village of Willowbrook
to furnish Labor, Material and Equipment

for the premises known as Rehabilitation of the Executive Tower High Tank, the Lake Hinsdale High Tank and the 3 MG Standpipe
of which Village of Willowbrook is the owner.

The undersigned, for and in consideration of Eighty-nine Thousand Seven Hundred Seventy-five & 00/100 (\$89,775.00) Dollars,
and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the
statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures,
apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus
or machinery furnished, to this date, by the undersigned for the above described premises.

Given under My hand and seal
this 28th day of October 2009

Signature and seal: Abel Valdivia

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)

COUNTY OF COOK)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is Abel Valdivia
Vice-President of the Era Valdivia Contractors, Inc.

who is the contractor for the Painting work on the
building located at Village of Willowbrook, IL
owned by Village of Willowbrook

That the total amount of the contract including extras is \$ 94,500.00 on which he has received payment of
\$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work
and all parties having contracts or sub contracts for specific portions of said work or for material entering into construction thereof and the amount due or to become due to each, and
that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAM ES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Era Valdivia Contractors, Inc.	Labor, Material & Equipment	\$35,488.00	\$0.00	\$33,713.60	\$1,774.40
Ray's Welding Co., Inc.	Subcontract	\$44,000.00	\$0.00	\$41,800.00	\$2,200.00
Arrow Flow Co.	Subcontract	\$10,030.00	\$0.00	\$9,528.50	\$501.50
Metropolitan Pump Company	Subcontract	\$4,982.00	\$0.00	\$4,732.90	\$249.10
TOTAL LABOR AND MATERIAL TO COMPLETE		\$94,500.00	\$0.00	\$89,775.00	\$4,725.00

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

Signed this 28th day of October 20 09

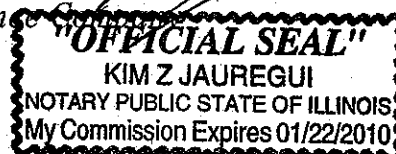
Signature Abel Valdivia

Subscribed and sworn to before me this 28th day of October 20 09

Notary Public

First American Title Insurance

1-130-87(8/92)



VILLAGE OF WILLOWBROOK

BOARD MEETING

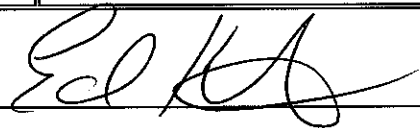
AGENDA ITEM - HISTORY/COMMENTARY

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

AGENDA NO. 49

AGENDA DATE: 11/23/09

STAFF REVIEW: EDWARD KONSTANTY

SIGNATURE: 

LEGAL REVIEW:

SIGNATURE: _____

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

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

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

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

Staff has compiled a list of Village owned vehicles deemed surplus property ready for disposal. Staff will use the services of AA Insurance Auto Auctions to sell the vehicles:

VIN	Year	Make	Model
1G3AJ55M7S6323827	1995	Oldsmobile	Cutlass
1FAFP552XYA222781	2000	Ford	Taurus
1J4GX48S61C717052	2001	Jeep	Grand Cherokee

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

ACTION PROPOSED:

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 09-0-26

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

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

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

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

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2009.

APPROVED:

President

ATTEST:

Village Clerk

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

EXHIBIT "A"

VIN	Year	Make	Model
1G3AJ55M7S6323827	1995	Oldsmobile	Cutlass
1FAFP552XYA222781	2000	Ford	Taurus
1J4GX48S61C717052	2001	Jeep	Grand Cherokee

The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

October 28, 2009

Mrs. Betty FencI
5904 Western Ave
Willowbrook Il 60527

Re: Account No. 353095.000
Delinquent Water Bill

Dear Mrs. FencI:

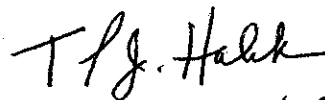
Please be advised that your water bill is now delinquent in the amount of \$105.75. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before November 23, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik *for*
Director of Municipal Services

TJH:pkp

The Village of **WILLOWBROOK**

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

Village President

October 28, 2009

Robert A. Napoli

Ms. Joanne Finocchiaro
31 Highridge Rd
Willowbrook Il 60527

Village Clerk

Re: Account No. 350145.002
Delinquent Water Bill

Leroy R. Hansen

Dear Ms. Finocchiaro:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$195.47. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before November 23, 2009, will result in the immediate termination of your water service.

Dennis Baker

Terrence Kelly

Timothy McMahon

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

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

October 28, 2009

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

Re: Account No. 352340.007
Delinquent Water Bill

Dear Mr. & Mrs. Galindo:

Please be advised that your water bill is now delinquent in the amount of \$194.10. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before November 23, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

October 28, 2009

Pirrello Digital Imaging
565 Wlwk Centre Pkwy
Willowbrook Il 60527

Re: Account No. 410995.001
Delinquent Water Bill

Dear Sir or Madam:

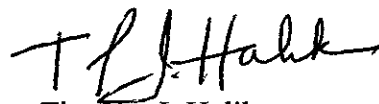
Please be advised that your water bill is now delinquent in the amount of \$555.55. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before November 23, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of WILLOWBROOK

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

October 28, 2009

Mr. Charles Sabia
7575 S. Madison St.
Willowbrook IL 60527

Re: Account No. 410720.000
Delinquent Water Bill

Dear Mr. Sabia:

Please be advised that your water bill is now delinquent in the amount of \$186.32. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before November 23, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:pkp

VILLAGE OF WILLOWBROOK

BOARD MEETING

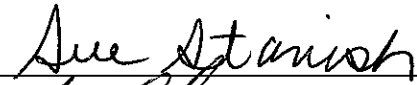
AGENDA ITEM - HISTORY/COMMENTARY

- **ITEM TITLE:** ORDINANCE APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM

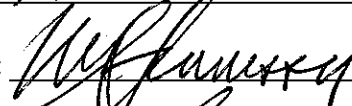
AGENDA NO. 7

AGENDA DATE: 11/23/09

STAFF REVIEW: Sue Stanish

SIGNATURE: 

LEGAL REVIEW: William Hennessy

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

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

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

The Village's Franchise Agreement with Nicor Gas will be expiring on August 16, 2010. The franchise fee agreement will provide the terms and conditions under which Nicor gas utility may utilize public rights-of ways and will contain numerous important fiscal and regulatory requirements.

As commonly done to prepare and negotiate franchise fee agreements, a consortium has been formed called the "Northern Illinois Municipal Natural Gas Franchise Consortium". The attached Intergovernmental Agreement defines the consortiums membership, creates structure and procedures for doing business, provides for management of contributed funds, and sets standards for withdraw and dissolution.

Currently a total of 77 communities have initially committed to participating in the consortium. Director of Municipal Services Tim Halik will serve as primary representative and Director of Finance Sue Stanish, will serve as the back-up.

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

Attached are the following documents:

- Ordinance Approving the Execution of an Intergovernmental Agreement Establishing the Northern Illinois Municipal Natural Gas Franchise Consortium
- Intergovernmental Agreement Establishing the Northern Illinois Municipal Natural Gas Franchise Consortium

- **ACTION PROPOSED: PASS THE ORDINANCE**

ORDINANCE NO. 09-0-_____

AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL
NATURAL GAS FRANCHISE CONSORTIUM

WHEREAS, by granting a natural gas franchise to Nicor Gas (the "*Utility*"), the Village of Willowbrook, makes natural gas and related facilities and utilities available to the Village of Willowbrook's residents, businesses, and land owners; and

WHEREAS, the Village of Willowbrook's current franchise agreement with the Utility *will expire* on August 16, 2010 (the "*Existing Franchise Agreement*"); and

WHEREAS, the Existing Franchise Agreement provides the terms and conditions under which the Utility utilizes the Village of Willowbrook's public rights-of-way in the provision of natural gas; and

WHEREAS, it is in the best interests of the Village of Willowbrook and its residents, businesses, and land owners to negotiate and enter into a new franchise agreement with the Utility that includes all of the standard and necessary terms, provisions, and protections, plus modern provisions and protections such as energy efficiency provisions that require not only levels of efficiencies on the part of utilities, but also energy audits and other conservation-related services from the Utility; and

WHEREAS, a number of northern Illinois municipalities plan to create a consortium of participating municipalities to cooperate and jointly prepare and negotiate a model franchise agreement for natural gas with the Utility and with other utilities that serve these northern Illinois municipalities; and

WHEREAS, participating in this joint effort will give the Village of Willowbrook greater negotiating power with the natural gas utilities and will reduce the cost to the Village of Willowbrook of drafting, negotiating, and finalizing a new gas franchise agreement; and

WHEREAS, a steering committee of the participating municipalities has prepared an intergovernmental agreement that will establish the "Northern Illinois Municipal Natural Gas Franchise Consortium" (the "*Consortium*") for the purpose of preparing and negotiating a model franchise agreement for natural gas utilities; and

WHEREAS, the Corporate Authorities of the Village of Willowbrook have determined that it is in the best interests of the Village of Willowbrook to approve and authorize the execution of the intergovernmental agreement and become a member of the Consortium pursuant to the terms of the agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILALGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, as follows:

Section 1. Recitals.

The foregoing recitals are incorporated into this Ordinance as the findings of the Board of Trustees of the Village of Willowbrook.

Section 2. Approval of Intergovernmental Agreement.

The "Intergovernmental Agreement Establishing the Northern Illinois Municipal Natural Gas Franchise Consortium," in form and substance substantially the same as Exhibit A to this Ordinance (the "*Intergovernmental Agreement*"), is hereby approved.

Section 3. Authorization to Execute the Agreement.

The President and the Village Clerk are authorized and directed to execute and attest the Intergovernmental Agreement on behalf of the Village of Willowbrook.

Section 4. Effective Date.

This Ordinance shall be effective following passage by the Board of Trustees of the Village of Willowbrook in the manner required by law.

PASSED and APPROVED this 23 day of November, 2009.

Village President

ATTEST:

Village Clerk

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

EXHIBIT A

Intergovernmental Agreement

11/2/09

**AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE NORTHERN ILLINOIS MUNICIPAL
NATURAL GAS FRANCHISE CONSORTIUM**

Entered Into By Various Illinois Municipalities

as of

_____ 1, 2009

**AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE NORTHERN ILLINOIS MUNICIPAL
NATURAL GAS FRANCHISE CONSORTIUM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of _____ 1, 2009, (the "**Effective Date**") by each of the Illinois home rule and non home rule municipalities that (i) have executed a signature page confirming that they are parties to this Agreement as of the Effective Date and (ii) have paid the initial \$500 contribution required under Paragraph 5.A.3 of this Agreement (individually the "**Parties**" and collectively the "**Consortium**," with each Party automatically a "**Member**" of the Consortium only for so long as the Member is a Party to this Agreement):

W I T N E S S E I H:

WHEREAS, Illinois municipalities make natural gas and related facilities and utilities available to the residents, businesses, and land owners within their respective corporate boundaries by granting franchises to natural gas utilities; and

WHEREAS, natural gas franchise agreements provide the terms and conditions under which gas utility companies may utilize public rights-of-way in the provision of natural gas; and

WHEREAS, natural gas franchise agreements ordinarily have lengthy terms of years and contain numerous important fiscal and regulatory requirements regarding, for example, rights-of-way standards, municipal compensation, customer service standards, equipment maintenance and capital commitments, and emergency response and preparedness; and

WHEREAS, the terms of many existing natural gas franchise agreements for many Illinois municipalities have expired or will expire in the near future; and

WHEREAS, new natural gas franchise agreements should include modern provisions and protections for Illinois municipalities and their constituents and significant energy efficiency provisions that require not only levels of efficiencies on the part of the utilities, but also energy audits and other conservation-related services from utilities; and

WHEREAS, the Parties have individually and collectively determined that it is appropriate and in each of their best interests to jointly develop and negotiate a model franchise agreement for natural gas utilities; and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them under Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; and other applicable authority, including without limitation the home rule powers of various Consortium Members; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues effecting this matter, each of the Parties has determined that it is in the best interests of its residents and the general public welfare that this Agreement be executed and implemented by all of the Parties; and

WHEREAS, each of the initial Parties to this Agreement (the "**Founding Parties**") has approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities, which approval is evidenced by the signature page of the Party attached to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and pursuant to all applicable statutes and local ordinances noted above, all of the Parties enter into the following:

SECTION 1. RECITALS

The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

SECTION 2. PURPOSE

This Agreement is made for the purpose of establishing the Northern Illinois Municipal Natural Gas Franchise Consortium and endowing it with all of the authority, powers, and resources necessary and convenient to allow the Parties jointly to most effectively and efficiently address common and necessary issues related to the establishment of a model franchise agreement for natural gas utilities. This Agreement is further intended to allow the Parties to jointly seek any available local, state, and federal funds and other resources to assist in addressing the natural gas utility issues identified by the Parties as necessary, and being appropriate for, the joint action of the Parties.

SECTION 3. ESTABLISHMENT AND ORGANIZATION

A. Formation of Consortium. By this Agreement, the Parties establish the Northern Illinois Municipal Natural Gas Franchise Consortium. The Consortium shall act in the manner set forth in this Agreement in furtherance of the preparation and negotiation of a model natural gas utility franchise agreement.

B. Membership and Member Representatives. Each Party is a Member of the Consortium. As such, each Party must designate as its representative on the Consortium (the "**Member Representative**") either (i) the Member's chief administrative officer or the chief administrator officer's duly authorized representative or (ii) if the Member does not have a chief administrative officer, then the Member's mayor or president or the mayor's or president's duly authorized representative. Each Member Representative shall operate and act with respect to Consortium affairs and actions only pursuant to action duly authorized by the Member Representative's corporate authorities.

C. Steering Committee Governance. The Consortium shall be managed and operated by a Steering Committee comprised of Member Representatives from the Parties as determined pursuant to this Subsection.

1. Councils of Government. The municipalities that are Parties to this Agreement are members of various councils of government each separately established, organized, and managed under Illinois law to provide joint planning and intergovernmental cooperation among their respective members. The councils of government represented by the Members of the Consortium are listed in **Exhibit A** to this Agreement ("**Consortium COGs**").

2. Selection of Steering Committee Members.

(a) COG Appointments. Each Consortium COG will appoint from among its municipalities Consortium Members to serve on the Steering Committee. Appointments to, and the length of service on, the Steering Committee will be at the discretion of the appointing Consortium COG. Only COG members that are Parties to this Agreement may have a Member Representative sit on the Steering Committee.

(b) Allotment of Appointments. The number of Steering Committee appointments for each Consortium COG will be based on the number of members of a COG that are Parties to this Agreement. A COG with 10 or fewer Parties to this Agreement will have one appointment to the Steering Committee; a COG with at least 11 but no more than 20 Parties to this Agreement will have two appointments to the Steering Committee; and a COG with more than 20 Parties to this Agreement will have three appointments to the Steering Committee. A Party will be counted in the total for each Consortium COG of which that Party is a member.

(c) Initial Steering Committee Composition and Roster. Based on the Founding Parties, the Steering Committee will initially have sixteen (16) members. The specific composition of the Committee and the distribution of its members and appointments among the Consortium COGs is set forth in **Exhibit B** to this Agreement ("**Steering Committee Roster**").

(d) Adjustments. On a yearly basis, the "**Administrator**" (as set forth in Paragraph 3(f) of this Section) shall monitor COG member participation in the Consortium and shall make adjustments to the Steering Committee membership as necessary to ensure compliance with this Subsection. The Administrator will distribute to all Consortium Members any amended Steering Committee Roster. Amended Steering Committee Rosters will be deemed to replace automatically the Steering Committee Roster attached to this Agreement as of the Effective Date and any subsequent amended Roster, as the case may be, without the need for an amendment to this Agreement.

(e) Replacements. If a Member designated to appoint a Member Representative to the Steering Committee does not name its Member Representative within fourteen (14) calendar days after its designation, the Member's COG shall immediately appoint another of its Members to name a Member Representative to serve on the Steering Committee.

3. Steering Committee Responsibilities. The Steering Committee is responsible for the following matters:

(a) Consortium Operations. The Steering Committee is responsible for all Consortium operations, management, and activities, including without limitation establishing the contribution amounts to be paid by Consortium members in order to maintain membership in the Consortium, as further provided in Section 5 of this Agreement.

(b) Draft Franchise Agreement. The Steering Committee will provide for the preparation of a draft model natural gas franchise agreement (the "**Draft Franchise Agreement**") that will be used in negotiation with natural gas utility companies that serve Consortium members (the "**Gas Utilities**"). The Steering Committee is authorized to establish a

drafting committee and other subcommittees as it deems necessary to prepare the Draft Franchise Agreement.

(c) Negotiation of Franchise Agreement. After preparation of the Draft Franchise Agreement and concurrence of the Consortium, the Steering Committee will undertake negotiations with the Gas Utilities. The Steering Committee may establish a negotiating committee and other subcommittees as it deems necessary to prepare for and undertake negotiations for a final model franchise agreement for natural gas (a "**Final Franchise Agreement**").

(d) Communications. The principal goals of the Consortium are preparation of a Draft Franchise Agreement and negotiation of a Final Franchise Agreement that is acceptable to the greatest number of the Members as possible. Accordingly, in preparing the Draft Franchise Agreement and negotiating the Final Franchise Agreement, the Steering Committee shall advise and consult with Member Representatives from time to time regarding procedural, substantive, and strategic issues in a continuing effort to achieve these goals.

(e) Appointed Counsel. The Steering Committee shall retain legal counsel to represent the interests of the Consortium in the preparation of this Agreement, the preparation of the Draft Franchise Agreement, and the preparation and negotiation of the Final Franchise Agreement.

(f) Consortium Administrator. The Steering Committee shall select a person or agency to administer the business affairs of the Consortium and to undertake such other activities as assigned by the Steering Committee (the "**Administrator**"). The Administrator will not be paid a fee for services, but the Steering Committee may reimburse the Administrator for reasonable and appropriate costs and expenses, including without limitation administrative overhead costs. The Administrator is specifically responsible for, among other things (i) overseeing the finances of the Consortium, (ii) compiling and maintaining cost and expenditure information regarding Consortium activities, and (iii) making recommendations to the Steering Committee on Consortium costs and expenditures and on establishing required contribution amounts from the Members as further set forth in Section 5 of this Agreement. The Administrator, in consultation with the Steering Committee, also is responsible for preparing periodic status reports not less than once every two (2) months, which reports will include the status of all drafting and negotiations and a financial report including all expenditures from the Consortium Fund established pursuant to Section 5 of this Agreement. The Members approve the selection of the DuPage Mayors and Managers Conference and its executive director Mark Baloga as the Administrator as of the Effective Date.

4. Officers.

(a) Chairperson. Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Chairperson of the Steering Committee. The Chairperson will preside at all meetings of the Steering Committee and will perform all other duties as may be prescribed by the Steering Committee.

(b) Vice Chairperson. Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Vice Chairperson of the Steering Committee. The Vice Chairperson shall serve as Chairperson in the absence of the Chairperson at any Steering Committee meeting and the Vice Chairperson shall have and be assigned the additional powers and duties as the Steering Committee may prescribe.

(c) **Secretary.** The Administrator shall serve as Secretary of the Steering Committee, responsible for taking and keeping the minutes of all Steering Committee meetings and for undertaking any additional powers and duties as the Steering Committee may prescribe.

5. **Steering Meetings and Notices.** The Steering Committee will meet periodically at times and places determined by the Steering Committee. A majority of the then-current Steering Committee Members will be necessary to establish a quorum. All Member Representatives may attend all meetings of the Steering Committee and provide comments. Unless otherwise determined by the Steering Committee, all meetings of the Steering Committee shall be kept confidential. The Steering Committee will provide notice of its meetings to each Consortium Member as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting.

6. **Full Consortium Meetings.** In addition to Steering Committee meetings, the Steering Committee will schedule and hold, at a minimum, two (2) meetings of the Member Representatives from all Consortium Members, one of which will be to review and obtain the concurrence of the Consortium on the terms and conditions of the Draft Franchise Agreement. One third of the then-current Members of the Consortium will be necessary to establish a quorum for Consortium meetings. As it deems necessary, the Steering Committee will schedule additional meetings as negotiations are undertaken with the Gas Utilities and as the Final Franchise Agreement is prepared and finalized. The Steering Committee will provide notice to each Consortium Member of all full meetings of the Consortium as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting. The Chairperson of the Steering Committee, or in the Chairperson's absence, the Vice Chairperson of the Steering Committee, shall preside at all full Consortium meetings. The Administrator will take and keep the minutes of all full Consortium meetings.

7. **Telephone Meeting Participation.** Members may participate in Steering Committee meetings and in full Consortium meetings by telephone. The Steering Committee and the Administrator will establish appropriate rules and procedures to govern telephonic participation in these meetings. Participation by telephone shall constitute the presence of a Member at the meeting for purposes of establishing a quorum.

D. **Additional Members.** The Steering Committee may accept additional municipalities as parties to this Agreement and as Members of the Consortium ("**New Members**") provided that a prospective New Member, prior to acceptance (1) must pay to the Consortium the full amount of the contributions assessed pursuant to Paragraph 5.A.3 of this Agreement as of the date of acceptance and (2) must properly approve and execute this Agreement and deliver the fully-executed signature page to the Administrator.

E. **Duration of Commission.** The Consortium will remain in place unless dissolved and terminated as provided in Subsection 6.D of this Agreement.

SECTION 4. GENERAL COOPERATION

The Members agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Consortium. Cooperation required by this Agreement specifically includes, but without limitation, the sharing and joint use by and among the Members of information and other materials possessed or developed by the Members, either individually or collectively, and necessary to investigate, identify, and otherwise document matters relevant to the preparation and negotiation of the Draft Franchise Agreement and the Final Franchise Agreement and to otherwise provide information and documents necessary to promote and achieve the purposes and objectives of the Consortium as provided in this Agreement.

SECTION 5. REVENUES AND EXPENSES

A. Franchise Fund.

1. Establishment and Administration. The Consortium shall create and maintain a fund (the "**Franchise Fund**") to pay the costs and expenses incurred or to be incurred by the Consortium (the "**Shared Costs**"). The Franchise Fund will be administered by the Administrator as set forth in this Agreement and as determined by the Steering Committee.

2. Shared Costs. Shared Costs include only costs incurred directly by the Consortium for the common purposes of the Members as set forth in this Agreement. Shared Costs include, without limitation, attorney's fees and costs for the Appointed Counsel, extraordinary out-of-pocket expenses incurred by the Consortium in preparing the Draft Franchise Agreement and in preparing and negotiating the Final Franchise Agreement, the Administrator's costs and expenses, and any other professional services determined by the Steering Committee to be necessary for the Consortium to meet its objectives as provided in this Agreement. As specifically determined by the Steering Committee, Shared Costs may also include extraordinary expenses incurred by a Consortium COG in furtherance of the purposes, goals, and intent of this Agreement and the Consortium. The Members agree to use their staffs and resources, including the Member Representatives, at no cost to the Consortium for joint projects or actions undertaken by or on behalf of the Consortium. Shared Costs specifically but without limitation do not include (a) fees and costs of attorneys other than the Appointed Counsel and (b) salaries or other compensation paid to employees or agents of a Member. The service to the Consortium of a Member and the Member's Representative is not a Shared Cost as a general matter, the Members expecting and intending that each Member will contribute to the operation of the Consortium at its own expense except as otherwise specifically approved in advance by the Steering Committee.

3 Funding the Franchise Fund. The Franchise Fund will be funded by contributions from the Members as determined from time to time by the Steering Committee on the recommendation of the Administrator. The Steering Committee will set contribution amounts only to the extent reasonably necessary to pay Shared Costs. The contribution required from each Member as of the Effective Date is a nonrefundable five hundred dollars (\$500.00) (the "**Initial Contribution**"). As Consortium operations proceed, the Steering Committee, through the Administrator, will provide notice and direction to all Consortium members of additional contribution amounts necessary to fund the Franchise Fund in order to pay Shared Costs (the "**Additional Contributions**"). Additional Contributions may be equal among the Members or may be on a pro rata basis based on Member populations or other factors as determined by the Steering Committee. For the purpose of permitting voluntary withdrawal from the Consortium under Subsections 6.B and 6.C of this Agreement without

liability for an Additional Contribution, an Additional Contribution will not be binding on a voluntarily withdrawing Member until thirty (30) calendar days after the notice required by this Paragraph.

4. **Contributions Non-Refundable.** No contribution to the Franchise Fund is refundable, regardless of a Member's withdrawal or expulsion or any other circumstance. Any funds remaining in the Franchise Fund at the time of dissolution of the Franchise Fund will be distributed as provided in Paragraph 5.A.5 of this Agreement.

5. **Franchise Fund Dissolution; Distribution of Remaining Funds.** The Franchise Fund must remain in place until all monetary obligations of the Consortium have been fulfilled and no future obligations are anticipated. After all monetary obligations have been fulfilled and when no future obligations are anticipated, the Steering Committee shall dissolve the Franchise Fund. All money remaining in the Franchise Fund at the time of its dissolution will be distributed only to the Members as of the date of the dissolution (the "**Final Members**"). Distributions will not necessarily be equal among the Final Members, but may be based, to the extent practicable and in the discretion of the Steering Committee, on Additional Contributions made by the Final Members or other factors.

B. **Official Payee.** For purposes of documentation and receipt of all funds and other resources obtained by or on behalf of the Consortium pursuant to this Agreement, the DuPage Mayors and Managers Conference will serve as the official payee for the Consortium.

SECTION 6. EXPULSION; WITHDRAWAL

A. **Automatic Expulsion for Breach.** If a Member does not (1) pay a contribution as provided in Section 5 of this Agreement within the time provided by the Steering Committee for payment or (2) commits a significant violation of a provision of this Agreement as determined by the Steering Committee, then that Member is in breach of this Agreement. If the breach is not cured within fourteen (14) calendar days after notice from the Administrator, or within such additional time granted by the Steering Committee in advance of the expiration of the fourteen (14) calendar day deadline, then that Member is expelled from the Consortium automatically and without any vote or other action required by the remaining Members, the Steering Committee, or the Administrator.

B. **Voluntary Withdrawal.** Any Member may voluntarily withdraw as a Member by delivering to the Administrator, not later than twenty-one (21) calendar days before the intended effective date of withdrawal, a certified copy of an ordinance or resolution of that Member's corporate authorities declaring the Member's withdrawal from the Consortium as of a date certain set forth in the ordinance or resolution.

C. **Required Terms of Expulsion or Withdrawal.** Any Member that has been expelled or that is withdrawing (1) must pay in full all Additional Contributions to the Franchise Fund approved and binding under Paragraph 5.A.3. of this Agreement, (2) is not entitled to any refund of any money from the Franchise Fund at any time, and (3) must continue to keep all business of the Consortium confidential to the fullest extent permitted by law. The provisions of this Subsection C survive, and are enforceable against a Member after, expulsion or withdrawal.

D. **Dissolution of the Consortium.** The Consortium will be declared dissolved (1) upon the written notice executed by no less than two-thirds of the then-current Members, or (2) as otherwise determined by the Steering Committee.

SECTION 7. COMPLIANCE

The Consortium and each Member must, and hereby agrees to, comply with all federal, State of Illinois, and municipal laws, ordinances, rules, regulations, and orders, and the rules, regulations, and orders of all duly constituted governmental agencies and authorities now in force or that may hereafter be in force.

SECTION 8. GENERAL PROVISIONS

A. Notices. All notices and other materials required to be delivered to the Consortium must be delivered to the Administrator. All notices and other materials required to be delivered to the Members must be delivered to the Member Representatives. All notices provided or required under this Agreement will be delivered using e-mail, to the e-mail addresses provided to the Consortium by each Member. It is the responsibility of each Member Representative to ensure that the Administrator has the correct e-mail address for the Member Representative. The Administrator will provide a service list for notices on a periodic basis, updated as necessary with current Member Representatives and their e-mail addresses.

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or on which any Party is relying in entering into this Agreement.

C. Severability. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, then the remaining provisions of this Agreement will not be affected thereby but will remain in full force and effect until and only if determined otherwise by the Steering Committee.

D. Interpretation. It is the express intent of the Parties that this Agreement will be construed, interpreted, and applied so as to preserve its validity and enforceability as a whole. In case of any conflict among provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties will control.

E. Amendments and Modifications. This Agreement may be modified, changed, altered, or amended only with the duly authorized and written consent of three-fourths of the then-current Members by their corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Members' corporate authorities. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved by the corporate authorities of three-fourths of the then-current Members and properly executed in accordance with all applicable statutory procedures.

F. Authority to Execute. Each Party hereby warrants and represents to each other Party and to the Consortium that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. No Third Party Beneficiaries. This Agreement does not create any rights or interests in any third party and no provision of this Agreement may be interpreted, construed, or applied to create any such right or interest.

H. Execution. This Agreement may be executed by the Parties in identical original duplicates, and all of the executed duplicates taken together constitute one Agreement.

IN WITNESS WHEREOF, the duly authorized representative of each Member has executed this Agreement by signing this Page as of the Effective Date.

Name of Member: _____
Signature of Member Representative: _____
Printed Name of Member Representative: _____
Title of Member Representative: _____
E-Mail Address of Member Representative: _____

[ADDITIONAL EXECUTION PAGES ATTACHED]

11/2/09

ATTACHMENT A
CONSORTIUM COGs

11/2/09

ATTACHMENT B
STEERING COMMITTEE ROSTER

8817124_v6

VILLAGE OF WILLOWBROOK

BOARD MEETING

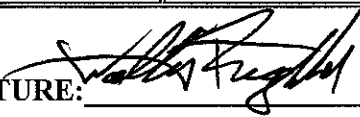
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2009 AND ENDING APRIL 30, 2010, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 8

AGENDA DATE: 11/23/09

STAFF REVIEW: Walter Righton & Sue Stanish

SIGNATURE: 

LEGAL REVIEW:

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

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

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

One component of the Parks and Recreation Department budget process is how the Special Recreation Tax Levy plays a part of the funding of certain Department expenses. In the past, the Village Board has determined funding these items through the Special Recreation Tax is preferable to funding them from the General Fund. Currently, the tax impact for a homeowner with a home market value of \$300,000 is approximately \$14.00. The summary of the Special Recreation projects being recommended for the 2009 Special Recreation Tax Levy is as follows:

1. Willowbrook's membership in the Gateway Special Recreation Association and direct Staff costs
2. Expenses in accommodating recreation participants requiring ADA accommodations
3. Improvements to our parks and playgrounds in providing better accessibility

The Finance/Administration Committee supported Staff's recommendation at its November 9, 2009 meeting. At the November 12, 2009 meeting of the Gateway Special Recreation Association, the Gateway Board approved Willowbrook's tax levy request as outlined.

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

For the 2009 proposed levy of \$65,300, the tax impact for a homeowner with a home market value of \$300,000 would be approximately \$14.00. Below is the tax levy from last year compared to the 2008 requested levy:

	<u>Tax Levy Year 2008</u>	<u>Tax Levy Year 2009</u>
Gateway SRA membership	\$ 31,920	\$ 33,500
Staff costs	4,600	4,800
ADA Accommodations	6,435	16,000
Park Landscape Supplies	15,445	6,300
Park Improvement Services	7,600	4,700
Total	\$ 66,000	\$ 65,300

ACTION PROPOSED: PASS THE ORDINANCE

ORDINANCE NO. 09-O-_____

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2009 AND ENDING APRIL 30, 2010, OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS

WHEREAS, on or about May 26, 2009, the corporate authorities of the Village of Willowbrook passed Ordinance No. 09-O-13, entitled "Annual Appropriation Ordinance Village of Willowbrook, DuPage County, Illinois for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010"; and

WHEREAS, the corporate authorities of the Village of Willowbrook, by this Ordinance, desire to levy such taxes as are necessary to defray all expenses and liabilities for the fiscal year commencing May 1, 2009 and ending April 30, 2010.

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

SECTION ONE: That the President and Board of Trustees of the Village of Willowbrook have and hereby do ascertain the total amount of appropriations legally made and all amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the levy of

taxes for the fiscal year commencing May 1, 2009 and ending April 30, 2010, as follows:

ACCOUNT NUMBER	OBJECT AND PURPOSE FOR WHICH APPROPRIATIONS ARE MADE	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
	GENERAL CORPORATE FUND EXPENDITURES		
01-20-550-101	Salaries-Permanent Employees	\$125,582	\$4,800
01-20-565-341	Park & Landscape Supplies	\$48,270	\$6,300
01-20-565-342	Landscape Maintenance Services	\$117,600	\$4,700
01-20-590-518	ADA - Gateway Due	\$63,840	\$33,500
01-20-590-520	ADA Accommodations	\$24,000	\$16,000

SECTION TWO: That there be and hereby is levied a tax, pursuant to 65 ILCS 5/11-95-14, for the fiscal year commencing on May 1, 2009 and ending April 30, 2010, upon all property subject to taxation within the Village of Willowbrook, DuPage County, as such property is assessed and equalized for State and County purposes for the current year, the sum of \$65,300 for the purposes and the funds set forth in Section One of this Ordinance.

SECTION THREE: That the Village Clerk be and the same is hereby directed to certify a copy of this Ordinance and file

said certified copy with the County Clerk of DuPage County, within the time specified by law.

SECTION FOUR: 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 FIVE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 23rd day of November, 2009.

APPROVED: _____
Village President

ATTEST: _____
Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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

I, Robert A. Napoli, do hereby certify that I am the duly qualified and President of the Board of Trustees of the Village of Willowbrook, DuPage County, Illinois. I do further certify that the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation Act" (35 ILCS 200/18-55 et seq.) are inapplicable to its 2009-2010 Tax Levy Ordinance, passed this 23rd day of November, 2009.

IN WITNESS WHEREOF, I hereunto affix my official signature at Willowbrook, Illinois, this 23rd day of November, 2009.

Robert A. Napoli
Village President

(SEAL)

ATTEST:

Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

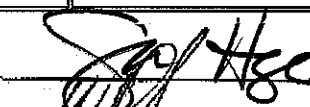
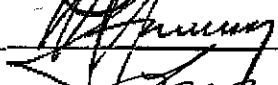
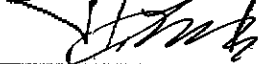
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCE NO. 06-0-27 AND AMENDED IN ORDINANCE 07-O-22 AND APPROVING A SPECIAL USE PERMIT FOR A DELICATESSEN AND FOOD STORE - ROUTE 83 AND PLAINFIELD ROAD - WILLOWBROOK TOWN CENTER

AGENDA NO.

9

AGENDA DATE: 11/23/09**STAFF REVIEW:** Sara A. Hage, Planner**SIGNATURE:** **LEGAL REVIEW:** William Hennessy**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES ☒ Plan Commission 11/4/09 NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Previous ordinances pertaining to the Town Center include Ord. 06-O-27 (8/28/06), Ord. 07-O-10 (5/20/07), Ord. 07-O-22 (9/24/07). These ordinances 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 and Final Plats of Subdivision and PUD for the development of the Willowbrook Town Center. The most recent ordinance (Ord. 07-O-22) amended the Special Use Permit and Plat of PUD to allow for modifications to building foundations and easements.

On 11/4/09, the Plan Commission voted to recommend adoption of the findings in the Staff Report dated November 4, 2009 and approval of the applicant's requests for waivers from the Zoning Ordinance, an Amendment to the Special Use Permit for a Planned Unit Development and a new Special Use Permit for a delicatessen and food store subject to the plans listed in Staff's Report dated November 4, 2009.

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

Willowbrook Town Center is requesting approval of the following zoning items:

1. An amendment to the Special Use Permit for the PUD to allow for a modification of the building façade and additional wall signage for Buffalo Wild Wings who will lease approximately 6,489 square feet of space in the "A" building, near National City.
2. The issuance of a Special Use Permit for an approximately 10,000 square foot delicatessen and food store to be located within the "C" units north of Michael's.

Public Comment

During the course of the public hearing residents from Lake Willoway asked about the hours of operation for each of the businesses and sought clarification on which tenant spaces would be occupied by Lassak Delicatessen and Buffalo Wild Wings. One resident noted that the southern end of the Town Center, from Portillo's to Panera, is very congested and that there does not appear to be excess parking on the site except near National City.

ACTION PROPOSED:

Approval of the ordinance.

ORDINANCE NO. 09-O-_____

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCE NO. 06-0-27 AND AMENDED IN ORDINANCE 07-0-22 AND APPROVING A SPECIAL USE PERMIT FOR A DELICATESSEN AND FOOD STORE - ROUTE 83 AND PLAINFIELD ROAD - WILLOWBROOK TOWN CENTER

WHEREAS, on or about October 6, 2009, Willowbrook Town Center, LLC, as applicant, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, said application requested that a new special use permit for a delicatessen and food store be issued and that the special use permit for a planned unit development relating to the SUBJECT REALTY, previously approved in Ordinance No. 06-0-27 and Ordinance No. 07-0-10 and as amended by Ordinance No. 07-0-22, be further amended to allow for signage waivers and building façade changes for Buffalo Wild Wings; and,

WHEREAS, due Notice of Public Hearing was published on or about October 15, 2009, in The Doings, being a newspaper of general circulation within the Village of Willowbrook, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, on the 4th day of November, 2009, the Plan Commission of the Village conducted a Public Hearing on said

application, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the recommendation of the Plan Commission, including its findings of facts, was forwarded to the President and Board of Trustees on November 4, 2009, said recommendation being attached hereto as Exhibit "B" and by this reference, incorporated herein.

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

SECTION ONE: That a new special use permit for the SUBJECT REALTY be issued for an approximately 10,000 square foot delicatessen and food store to be located in Tenant Unit C of the SUBJECT REALTY.

SECTION TWO: That Special Use Permit No. 06-27, passed and approved in Ordinance No. 06-0-27 and amended in Ordinance 07-0-22, is hereby further amended so as to permit a waiver from Section 9-11-12(B)-1 of the Zoning Ordinance for signage as well as building façade changes for Tenant Units A1, A2 and A3 of the SUBJECT REALTY for Buffalo Wild Wings pursuant to Sections Three and Four.

SECTION THREE: That the building site plan and elevations for Buffalo Wild Wings, as prepared by Lingle Design Group, 158 W. Main Street, Lena, Illinois, consisting of three (3)

sheets (A000, A200 and A201), dated July 20, 2009 and revised through September 10, 2009 and labeled Project No. 098-101, attached hereto and incorporated herein as Exhibit "C", be and the same is hereby approved.

SECTION FOUR: That the sign package for Buffalo Wild Wings, as prepared by Lawrence Sign, 945 Pierce Butler Route, St. Paul Minnesota, 55104, consisting of three (3) sheets (North Elevation - Side, West Elevation - Front, and Illuminated Logo Cabinet), dated January 28, 2009 and revised through June 08, 2009, attached hereto and incorporated herein as Exhibit "D", be and the same is hereby approved.

SECTION FIVE: That the several terms and conditions contained in Special Use Permit No. 06-27, as passed and approved in Ordinance No. 06-0-27, in Ordinance No. 07-O-10 and as amended in Ordinance 07-O-22 shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION SIX: That the findings of fact made by the Plan Commission in its recommendation attached hereto as Exhibit "B" are hereby adopted by the President and Board of Trustees.

SECTION SEVEN: 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 EIGHT: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this ____ day of _____, 2009.

APPROVED:

President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

LEGAL DESCRIPTION

ADDRESSES: 7101 through 7199 S. KINGERY, WILLOWBROOK IL 60527
825 PLAINFIELD ROAD, WILLOWBROOK, IL 60527

LOTS 1 AND 2 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 SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 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, RANGE 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, DUPAGE COUNTY, ILLINOIS.

PINs:

09-23-406-018

09-26-200-010

EXHIBIT "B"

PLAN COMMISSION RECOMMENDATION

The Village of **WILLOWBROOK**

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

Village President

Robert A. Napoli

MEMO TO: Robert Napoli, Village President
Board of Trustees

Village Clerk

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

Leroy R. Hansen

DATE: November 4, 2009

SUBJECT: Willowbrook Town Center SUP Amendment #2 and SUP for
Delicatessen/Food Store – Southeast Corner of Route 83 and
Plainfield Road

Village Trustees

Dennis Baker

At the regular meeting of the Plan Commission held on November 4, 2009, the
above referenced application was discussed and the following motion was made:

Terrence Kelly

Timothy McMahon

MOTION: Made by Commissioner DelSarto, seconded by Commissioner Remkus,
to recommend to the President and Village Board adoption of the findings in the
staff report dated November 4, 2009 and approval of the applicant's requests for
waivers from the zoning ordinance, an amendment to the special use permit for a
planned unit development and a new special use permit for a delicatessen and
food store subject to the plans listed in staff's report dated November 4, 2009.

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

UNANIMOUS VOICE VOTE

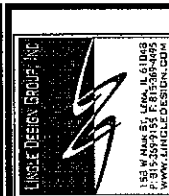
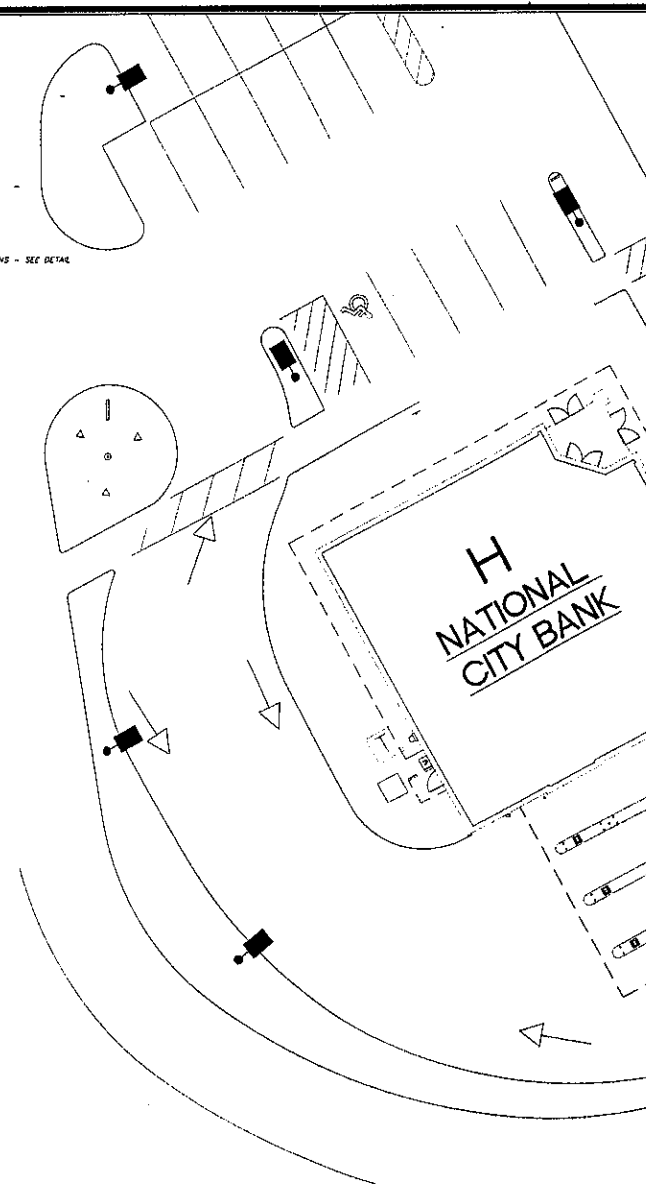
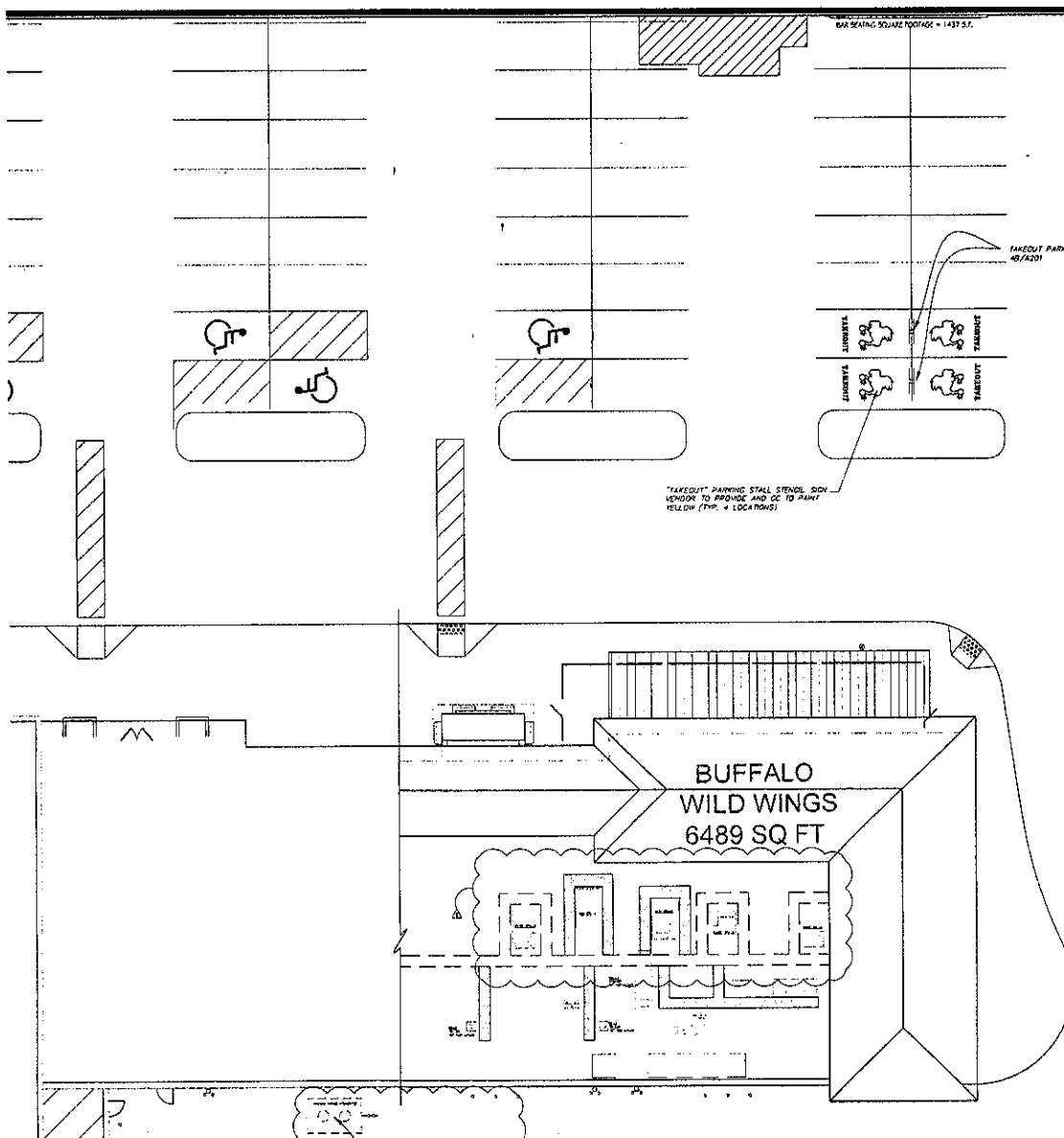
MOTION DECLARED CARRIED

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

DK:jp

EXHIBIT "C"

BUFFALO WILD WINGS BUILDING SITE PLAN AND ELEVATION



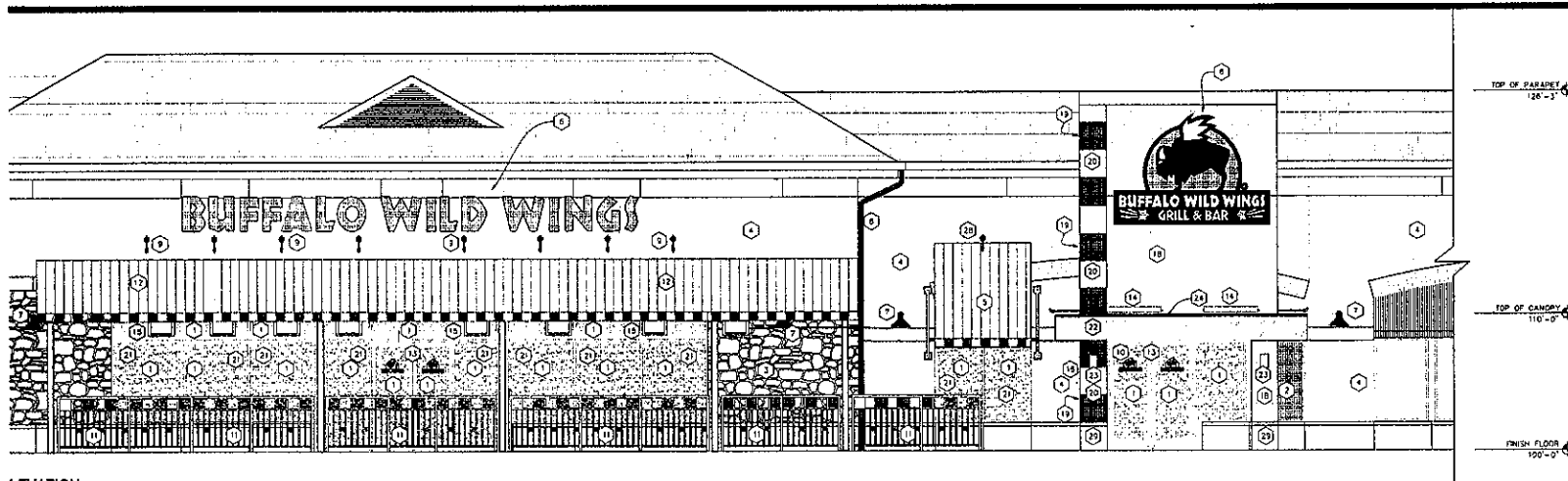
ALL DIMENSIONS AND SPACING, MATERIALS, FINISHES AND THE PROPERTY OF LINGLE DESIGN GROUP, INC. ARE THE PROPERTY OF LINGLE DESIGN GROUP, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LINGLE DESIGN GROUP, INC.

BUFFALO WILD WINGS
 LOCATED AT:
 WILLOW BROOK TOWNE CENTER
 7111 KINGERY ROAD
 WILLOWBROOK, IL 60527

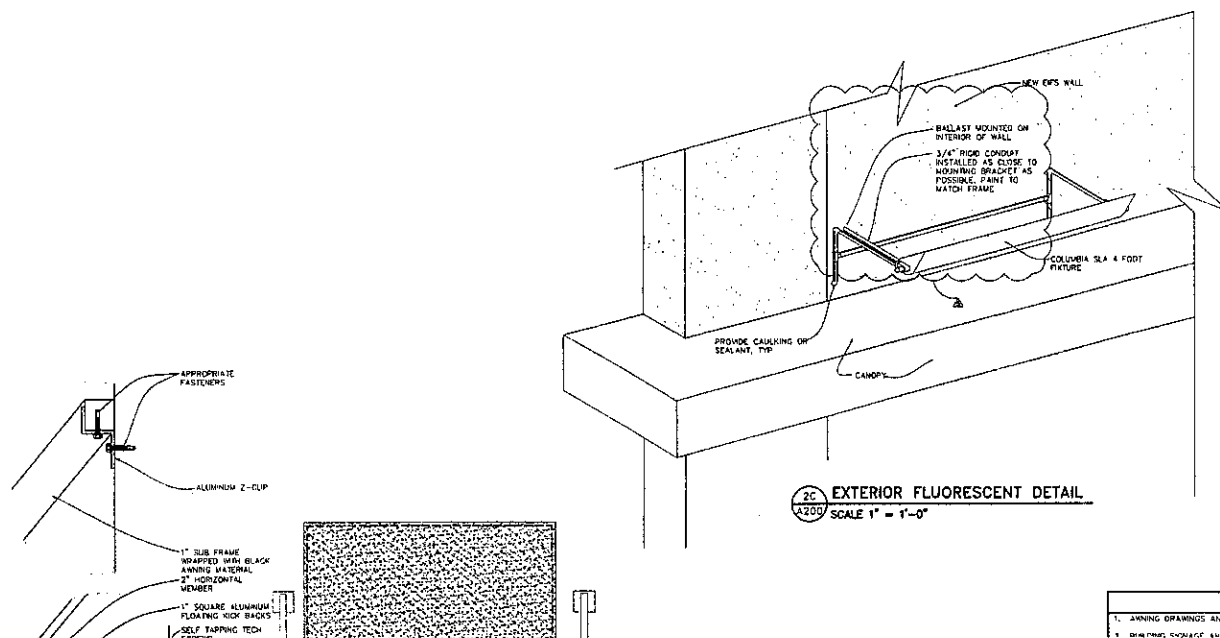


BUFFALO WILD WINGS
 CONSTRUCTION DEPARTMENT
 5500 VERMONT BLVD., STE 100
 ANN ARBOR, MI 48106
 PHONE (313) 363-1043 FAX (313) 533-6197

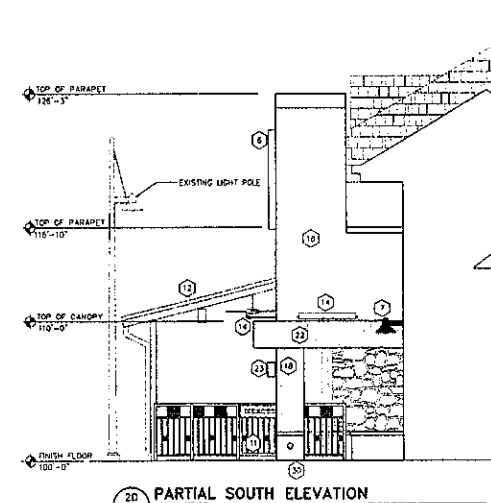
DATE	BY	DESCRIPTION
01/10/01	W. Lingle	Initial Design
02/10/01	W. Lingle	Revised Design
03/10/01	W. Lingle	Final Design
04/10/01	W. Lingle	Construction Documents
05/10/01	W. Lingle	Final Construction Documents



LEVATION
= 1'-0"



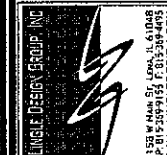
2C EXTERIOR FLUORESCENT DETAIL
SCALE 1" = 1'-0"



2D PARTIAL SOUTH ELEVATION
SCALE 1/4" = 1'-0"

GENERAL NOTES

1. FINISH DRAWINGS AND DESIGN ARE UNDER SEPARATE PERMIT AND NOT A PART OF THIS PLAN REVIEW
2. FINISHING CONTRACTORS SHALL VERIFY ALL DIMENSIONS SHOWN ON THIS SET OF FINISH DRAWINGS BEFORE ANY CONSTRUCTION BEGINS.



ALL DIMENSIONS AND MATERIALS SHOWN ON THESE DRAWINGS ARE THE PROPERTY OF LINGLE DESIGN GROUP, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM LINGLE DESIGN GROUP, INC.

BUFFALO WILD WINGS

LOCATED AT:
WILLOW BROOK TOWNE CENTER
7111 KINGERY ROAD
WILLOWBROOK, IL 60527

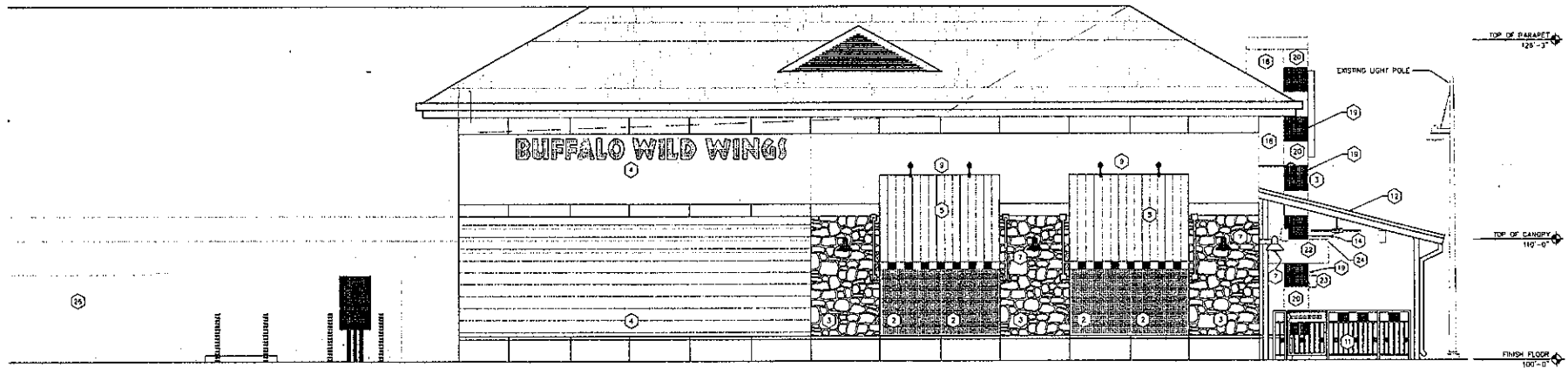


BUFFALO WILD WINGS
CONSTRUCTION DEPARTMENT
5500 W. 14TH AVE., STE. 100
MINNEAPOLIS, MN 55412
PHONE (612) 293-9942 FAX (612) 523-0767

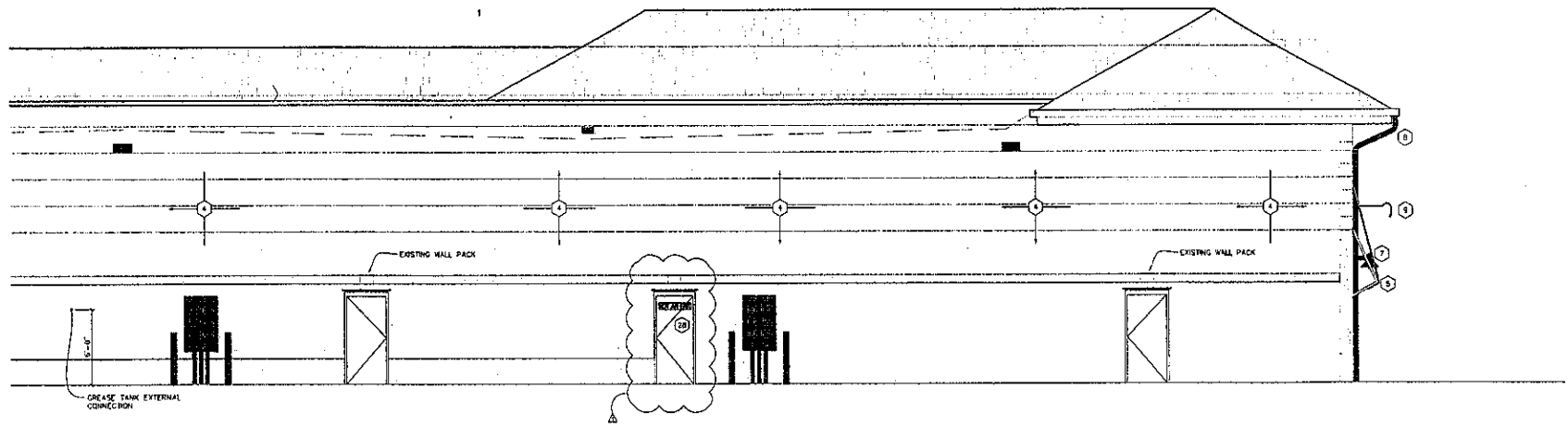
DATE: 08/13/09
DRAWN BY: JLM
CHECKED BY: JLM
APPROVED BY: JLM

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT REVIEW	08/13/09
2	PERMIT REVIEW COMMENTS	08/13/09
3	PERMIT REVIEW COMMENTS	08/13/09
4	PERMIT REVIEW COMMENTS	08/13/09
5	PERMIT REVIEW COMMENTS	08/13/09



ELEVATION
-0"



ELEVATION
1" = 1'-0"

TOP OF PARAPET
128'-3"

TOP OF CANOPY
110'-0"

FINISH FLOOR
100'-0"

FIRE NOTES
1. ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.



ALL CHANGES AND REVISIONS, CONTRACT
VARIATIONS AND THE PROGRESS OF WORK SHALL
BE MADE BY THE ARCHITECT. THE ARCHITECT'S
DESIGN SHALL BE THE BASIS FOR ALL CONSTRUCTION
AND SHALL BE THE BASIS FOR ALL CONTRACT
OBLIGATIONS. THE ARCHITECT SHALL BE RESPONSIBLE
FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

BUFFALO WILD WINGS
LOCATED AT:
WILLOW BROOK TOWNE CENTER
7111 KINGERY ROAD
WILLOWBROOK, IL 60527



DATE	DESCRIPTION
01/11/2011	REVISION 1: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 2: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 3: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 4: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 5: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 6: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 7: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 8: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 9: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 10: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 11: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 12: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 13: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 14: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 15: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 16: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 17: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 18: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 19: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 20: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 21: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 22: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 23: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.
01/11/2011	REVISION 24: ADDRESS SIGN LOCATED ABOVE ENTRY DOORS.

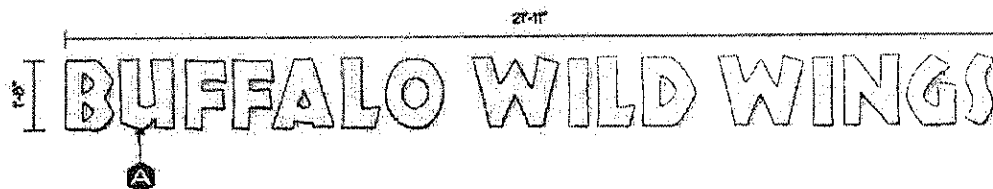
EXHIBIT "D"

BUFFALO WILD WINGS SIGN PACKAGE

SIGN TYPE
LT-20

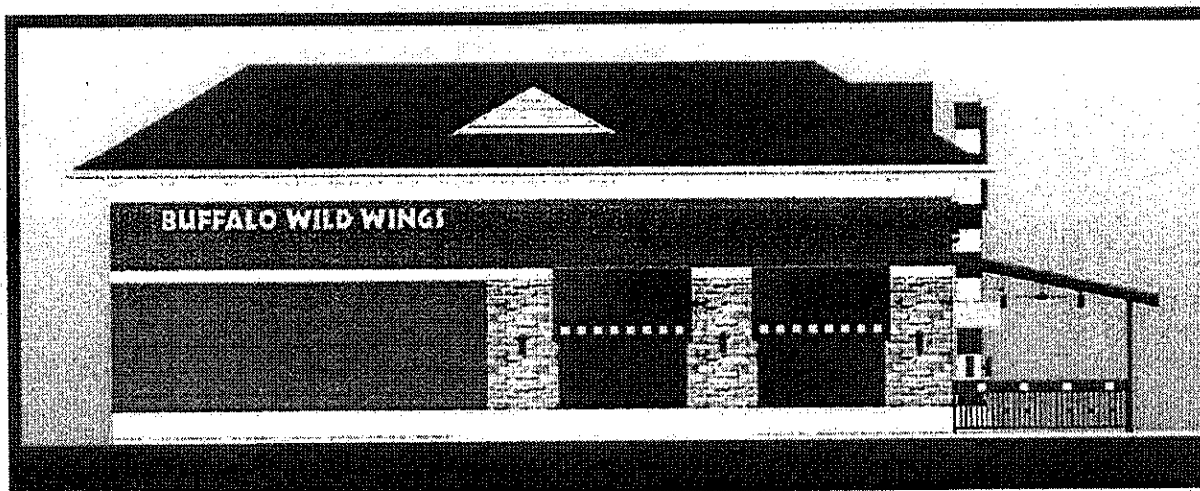
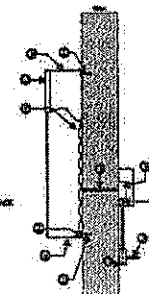
MAXIMUM SQUARE FOOTAGE: 25.52

Sign A



- A** BUFFALO WILD WINGS LETTERS ARE FABRICATED FROM WHITE (INTERIOR) & BLACK (EXTERIOR) PRE-PAINTED ALUMINUM WITH WHITE LED ILLUMINATION. RETAINERS ARE 1" BLACK TRIMCAP. FACES ARE # 2465 YELLOW ACRYLIC

- 1 1" TRIM CAP
- 2 1/2" W/4" COLLAR FURNISH
- 3 1/2" ALUMINUM RETAINER
- 4 HIGH INTENSITY LED CLUSTER
- 5 LED POWER SUPPLY
- 6 1/2" ALUMINUM CONDUIT BENDING TO PROTECT WIRE CONNECTION
- 7 1/2" DRUM PULLEY
- 8 ALUMINUM BRACKET TO HOLD BEAMS BETWEEN RETAINER & ALUMINUM BACK
- 9 1/2" W/4" COLLAR CONNECTION TO RETAINER DIRECTLY
- 10 EACH LETTER WILL HAVE A 1/2" W/4" WIRE & CONNECTION
- 11 1/2" W/4" CONNECTION



NORTH ELEVATION - SIDE

ILLUMINATED CHANNEL LETTER SET

SCALE: 3/8" = 1'-0"

Lawrence
Sign

645 W. RIVER AVENUE, SUITE 100, ST. PAUL, MN 55102
WWW.LAWRENCESIGN.COM



BUFFALO WILD WINGS

CLIENT:

WILLOWBROOK, IL

LOCATION:

KANDY ANDREWS

ACCOUNT EXECUTIVE

JON JASPER

DESIGNER

BWW - WILLOWBROOK, IL

DRAWING:

SQUARE FOOTAGE DETAILS

NORTH ELEVATION DIMENSIONS

27'-11" x 10'-8 1/2"

TOTAL ALLOWABLE SIGN SQ. FT.

219 SQ. FT.

CURRENT SIGN SQ. FT.

67-20" x 30-80" SQ. FT.

TOTAL SQ. FT. USED ON NORTH ELEVATION

25.52 SQ. FT.

1-28-08

DATE:

0-0-08

REVISION:

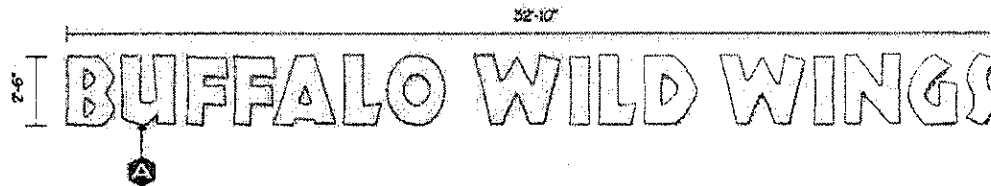
X

CUSTOMER APPROVAL

THESE PLANS ARE THE EXCLUSIVE PROPERTY OF LAWRENCE SIGN AND ARE THE RESULT OF THE ORIGINAL WORK OF ITS EMPLOYEES. THEY ARE SUBMITTED TO YOUR COMPANY FOR THE SOLE PURPOSE OF YOUR CONSIDERATION OF WHETHER TO PURCHASE THESE PLANS OR TO PURCHASE FROM LAWRENCE SIGN A SIGN MANUFACTURED ACCORDING TO THESE PLANS. DISTRIBUTION OR EXHIBITION OF THESE PLANS TO ANYONE OTHER THAN EMPLOYEES OF YOUR COMPANY, OR USE OF THESE PLANS TO CONSTRUCT A SIGN SIMILAR TO THE ONE EMBODIED HEREIN, IS EXPRESSLY PROHIBITED AND WILL RENDER THE USER LIABLE FOR DAMAGES. COPYRIGHT 2008 © L.S. INC. ALL RIGHTS RESERVED.

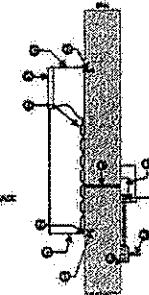
SIGN TYPE
LT-30

MAXIMUM SQUARE FOOTAGE: 82.08



- A** BUFFALO WILD WINGS LETTERS ARE FABRICATED FROM WHITE (INTERIOR) & BLACK (EXTERIOR) PRE-PAINTED ALUMINUM WITH WHITE LED ILLUMINATION. RETAINERS ARE 1" BLACK TRIMCAP. FACES ARE # 2465 YELLOW ACRYLIC

- 1 TIE IN ON
- 2 80" BOLT DRILLING TAP/DRILL
- 3 80" ALUMINUM RETAINER
- 4 1/2" BOLT DRILLING TAP/DRILL
- 5 LED POWER SUPPLY
- 6 1/2" BOLT DRILLING TAP/DRILL
- 7 1/2" BOLT DRILLING TAP/DRILL
- 8 1/2" BOLT DRILLING TAP/DRILL
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- 99 1/2" BOLT DRILLING TAP/DRILL
- 100 1/2" BOLT DRILLING TAP/DRILL



WEST ELEVATION - FRONT

ILLUMINATED CHANNEL LETTER SET

SCALE: 1/4" = 1'-0"

Lawrence
Sign

814 HENRY ELLER HOUSE ST. PAUL, MN 55108
WWW.LAWRENCE.SIGN.COM



BUFFALO WILD WINGS
CLIENT:

WILLOW BROOK, IL
LOCATION:

RANDY ANDREWS
ACCOUNT EXECUTIVE:

JON JASPER
DESIGNER:

BWW - WILLOW BROOK, IL
DRAWING:

SQUARE FOOTAGE DETAILS

WEST ELEVATION DIMENSIONS
32'-10" X 10'-6" SIGN
TOTAL ALLOWABLE SIGN SQ. FT.
319 SQ. FT.
CURRENT SIGN SQ. FT.
17-50' X 10-06' SQ. FT.
TOTAL SQ. FT. USED ON WEST ELEVATION
174 SQ. FT.

1-28-08
DATE:

8-8-08
REVISION:

☒ CUSTOMER APPROVAL

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SIGN TYPE
L-96

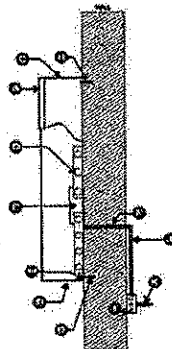
MAXIMUM SQUARE FOOTAGE: 92



ILLUMINATED LOGO CABINET

LOGO CABINET IS FABRICATED WITH BLACK PRE-PANDED RETURNS & .090" ALUMINUM BACK WITH COOL WHITE HIGH OUTPUT FLUORESCENT LAMP ILLUMINATION.
RETAINERS ARE 1" BLACK
FACES ARE #7328 WHITE ACRYLIC OVERLAID ON THE 1ST SURFACE WITH # 925 BRIGHT YELLOW ARLON TRANSLUCENT FILM & #22 BLACK ARLON OPAQUE FILM WITH THE EYE, HORN, & WING REVERSED OUT WHITE

- A P-TONG CAP / RETURN SYSTEM
- B 80" SELF-DRILLING PARTITION
- C ALUMINUM RETURNS
- D FLUORESCENT LIGHT BARS
- E FLUORESCENT LIGHT BALLAST
- F 1/2" DRAINAGE CONDUIT RUNNING TO SECONDARY CONNECTION
- G 1/4" DRAIN HOLES
- H SILICONE BEAD TO SEAL SEAM BETWEEN RETURNS & ALUMINUM BACK
- I HOLE FOR CONNECTION TO PRIMARY ELECTRICAL
- J 1/2" 45° W/45° TAP & CONNECTOR
- K PRIMARY ELECTRICAL



WEST ELEVATION - FRONT

ILLUMINATED LOGO CABINET

SCALE: 3/8" = 1'-0"

Lawrence
Sign

945 MERCE BLVD. SUITE 200, ST. LOUIS, MO 63104
WWW.LAWRENCE-SIGN.COM



BUFFALO WILD WINGS
CLIENT:

WILLOWBROOK, IL
LOCATION:

RANDY ANDREWS
ACCOUNT EXECUTIVE:

JON JASPER
DESIGNER:

BWW - WILLOWBROOK, IL
DRAWING:

SQUARE FOOTAGE DETAILS

WEST ELEVATION DIMENSIONS

22'-0" x 30'-0" x 3'-0"

TOTAL ALLOWABLE SIGN SQ. FT.

330 SQ. FT.

CURRENT SIGN SQ. FT.

174 SQ. FT.

TOTAL SQ. FT. USED ON WEST ELEVATION

174 SQ. FT.

1-26-08

DATE:

5-5-08

REVISION:

☒ CUSTOMER APPROVAL

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VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: DISCUSSION PRIORITIZATION OF DEFERRAL LIST
ALL DEPARTMENTS

AGENDA NO. 10

AGENDA DATE: 11/23/09

STAFF REVIEW: Sue Stanish

SIGNATURE:

Sue Stanish

LEGAL REVIEW:

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

[Signature]

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

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

Attached for the Village Board's review is the deferral list that has been ranked by each Committee. The ranking system begins with #1 as the first project to go. The higher the number the greater importance or impact to services. *Please see page 5 for notes on the list.* The Finance and Administration Committee reviewed the list at the November 9th Committee meeting.

- The total projected deficit for FY 2009-10 is about \$450,000-\$500,000.
- The total dollar amount of items on the attached list is \$322,844.
- Staff is currently examining each line item to identify additional savings in addition to the \$322,844 noted on the attached deferral list.

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

ACTION PROPOSED:

DIRECTION FROM VILLAGE BOARD ON FY 09-10 ITEMS TO BE DEFERRED/DELETED

DEFER IF NECESSARY
SUMMARY

Department	Item Description	Amount	Ranking	NOTES	Comments
Village Board & Clerk	Appreciation Dinner	\$ 3,000	1		CUT - The budget for next year would NOT be increased
Administration	Village Newsletter	\$ 5,794	1		CUT - The budget for next year would NOT be increased
Administration	Community Needs Survey	\$ 2,700	1		CUT - The budget for next year would NOT be increased
Planning	Census Outreach	\$ 3,450	1		CUT - The budget for next year would NOT be increased
Parks	Training IPRA conference	\$ 500	1		CUT - The budget for next year would NOT be increased
Parks	CP portable toilet, staff shirts,	\$ 265	1		CUT - The budget for next year would NOT be increased
Parks	Reduction in W/S Fun Guide	\$ 450	1		CUT - The budget for next year would NOT be increased
Finance	Dues & Subscriptions	\$ 905	1		CUT - The budget for next year would NOT be increased

DEFER IF NECESSARY
SUMMARY

Department	Item Description	Amount	Ranking	NOTES	Comments
Administration	Training - ILCMA conferences & other	\$ 3,500	1		CUT - The budget for next year would NOT be increased
Police	Xmas Cards, Dept awards	\$ 900	1		CUT - The budget for next year would NOT be increased
Public Works	Village Entry Signs	\$ 70,000	1		CUT- Village can decide to keep existing signs into future CARRYOVER if Board decides to update signs FY2011
Administration	Codification of Ordinance	\$ 630	2		CUT - The budget for next year would NOT be increased
Parks	Replacement trash containers	\$ 1,800	2		CARRYOVER - if not completed this yr add to FY 2011 budget (unless keep deferring)
Parks	Eliminate replacement trees/shrubs that die	\$ 300	2		CUT - The budget for next year would NOT be increased
Finance	Conferences & Training	\$ 2,000	2		CUT - The budget for next year would NOT be increased
Police	LEADS on-line software purchase (new)	\$ 2,000	2		CUT- Village can decide not to purchase software - CARRYOVER if Board decides to purchase in FY2011

DEFER IF NECESSARY
SUMMARY

Department	Item Description	Amount	Ranking	NOTES	Comments
Public Works	Tree Maintenance	\$ 20,000	2		CUT - The budget for next year would NOT be increased
Administration	Village Holiday Party	\$ 800	3		CUT - The budget for next year would NOT be increased
Parks	Revenue - Eliminate Co- Rec Softball from stimulus program	\$ 4,200	3		CUT - The budget for next year would NOT be increased
Police	Radar Unit	\$ 1,000	3		CUT - The budget for next year would NOT be increased
Public Works	Ditching Program	\$ 10,000	3		CUT - The budget for next year would NOT be increased
Administration	Community Events	\$ 5,000	4		CUT - The budget for next year would NOT be increased
Police	Uniforms - bike, basic training, dept. patches, polo shirts	\$ 5,350	4		CUT - The budget for next year would NOT be increased
Public Works	Storm Water Atlas	\$ 4,000	4		CARRYOVER - if not completed this yr add to FY 2011 budget

DEFER IF NECESSARY
SUMMARY

Department	Item Description	Amount	Ranking	NOTES	Comments
Police	CALEA Conference	\$ 2,500	5		CUT - The budget for next year would NOT be increased
Administration	Job classification and job descriptions	\$ 10,000	6		CARRYOVER - if not completed this yr add to FY 2011 budget (unless keep deferring)
Police	Police Officer Position & basic training	\$ 72,300	6		CUT - Budget for next year includes funding new officer (would not need 2 officers)
Administration	Canopy repair	\$ 3,000	7		CARRYOVER - if not completed this yr add to FY 2011 budget (unless keep deferring)
Administration	Part time help- High school intern & front counter	\$ 4,500	7		CUT - The budget for next year would NOT be increased
Police	Vehicle #57 (patrol)	\$ 38,000	7		CARRYOVER - if not completed this yr add to FY 2011 budget (unless keep deferring)
Police	Vehicle #62 (DC)	\$ 29,000	8		CARRYOVER - if not completed this yr add to FY 2011 budget (unless keep deferring)
Administration	Strategic Planning	\$ 5,000	8		CARRYOVER - if not completed this yr add to FY 2011 budget (unless keep deferring)

DEFER IF NECESSARY
SUMMARY

Department	Item Description	Amount	Ranking	NOTES	Comments
Police	Disaster Drill	\$ 10,000	9		Must complete but on a scaled back version
Total		\$ 322,844			

Ranking System: 1 - First project to go. The higher the number the greater importance/impact to services

Cut- Means project cost can be completely eliminated and will not have an impact on future budget

Carryover - If deferred this year will have to add to next year's budget

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION MAKING A DETERMINATION
RELATIVE TO THE RELEASE OF EXECUTIVE SESSION MINUTES
PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

AGENDA NO. /5

AGENDA DATE: 11/23/09

STAFF REVIEW: Mary Partyka

SIGNATURE:

LEGAL REVIEW: William Hennessy

SIGNATURE:

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

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

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

In compliance with the Illinois Open Meetings Act, Illinois Compiled Statutes requires that minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. Each public body shall review closed session minutes no less than semi-annually.

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

The Village Attorney and Deputy Clerk have reviewed the closed session minutes itemized on Schedules A & B of the Resolution. Attached for your reference is a copy of the "Procedure Giving Direction For The Release Of Executive Session Minutes." The Village Staff and Village Attorney recommend the adoption of the Resolution making a determination relative to the release of the closed session minutes pursuant to the Illinois Open Meetings Act as listed on the attached Schedules A & B.

ACTION PROPOSED: ADOPT THE RESOLUTION.

RESOLUTION NO. 09-R-_____

A RESOLUTION MAKING A DETERMINATION RELATIVE
TO THE RELEASE OF EXECUTIVE SESSION MINUTES
PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

WHEREAS, the President and Board of Trustees of the Village of Willowbrook have met from time to time in executive session for the purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes of all such executive sessions; and

WHEREAS, pursuant to the requirements of the Open Meetings Act, the President and Board of Trustees have met in executive session to review all executive session minutes; and

WHEREAS, they have determined that a need for confidentiality still exists as to the executive session minutes from the meetings set forth on Schedule "A" attached hereto; and

WHEREAS, they have further determined that the minutes of the meetings listed on Schedule "B" attached hereto no longer require confidential treatment and should be made available for public inspection.

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

SECTION ONE: The Executive Session minutes from those meetings set forth on Schedule "B" attached hereto are hereby released for public inspection.

SECTION TWO: The Village Clerk is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the Clerk's office.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

SCHEDULE "A"

EXECUTIVE SESSION MINUTES FOR WHICH THE NEED FOR CONFIDENTIALITY STILL EXISTS

1990

October 22

1991

February 11-Item 3
March 25
August 12-Items 3&4

1992

January 27
February 24 9:30 pm
April 27
May 26
June 8

1993

March 22
April 26

1995

February 13-Item 3

1996

June 10
June 24

1997

February 24
March 10-Item 3
March 24-Item 3
July 28-Item 4

1998

April 27-Items 4&5
July 13-Item 6

1999

October 25-Item 3

2000

January 10-Item 6
February 28

2001

April 23-Item 3
May 29-Item 4
June 11
July 9-Item 4
August 13-Item 4
October 8-Item 3
November 26
December 10

2002

March 25-Item 3
April 8-Item 3
April 22-Item 3
May 28
July 8-Item 4
July 22
August 12
August 26
September 9
September 23
October 9
November 11
November 25
December 9

SCHEDULE "A" CONTINUED

2003

January 13-Item 3
January 27
February 10-Item 3
February 24
March 10
March 31-Item 3
April 28-Items 3&4
June 23
August 11-Item 3
November 21
November 24

2004

January 12-Item 4
January 26
March 8
May 10
May 24
June 14-Items 3&4
July 12-Item 5
September 13-Item 4
October 25
November 8

2005

January 24
February 14
February 28-Item 3
April 11
June 13
June 27-Items 3&4
July 11
September 27
October 22

2006

January 23
February 13-Item 3
March 13-Item 3
March 22
March 27
April 24
May 8-Item 3
May 22
June 12
September 25
October 9
November 13
December 11

2007

March 26
April 23
May 29
June 11
June 25
July 9
August 13
September 24
October 8
October 22
November 12
December 10

2008

January 14
January 28
February 19
April 14
April 28
May 12
September 8
October 27
November 10

2009

January 12
February 9
February 23
February 26
March 9
April 13
May 11
May 26
June 8
June 22
July 13
August 10
August 24
September 14
September 28
October 5
October 12
November 9

SCHEDULE "B"

**EXECUTIVE SESSION MINUTES
WHICH NO LONGER REQUIRE CONFIDENTIAL TREATMENT
AND ARE AVAILABLE FOR PUBLIC INSPECTION**

**PROCEDURE GIVING DIRECTION
FOR THE RELEASE OF EXECUTIVE SESSION MINUTES**

SECTION A: Authority

Illinois Compiled Statutes, Chapter 102, Section 42.06 provides in part as follows:

" . . . Minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. . . . Each public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions. At such meetings determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection."

SECTION B: PROCEDURE

1. The President and Board of Trustees shall be presented a resolution making a determination as required by Chapter 102, Section 42.06 above, in most cases at a regular meeting in January and at a regular meeting in July.
2. Prior to said regular meeting of the President and Board of Trustees, the Village Administrator, the Deputy Village Clerk and the Village Attorney shall review all executive session minutes from meetings held subsequent to January 1, 1989. They shall recommend to the President and Board of Trustees minutes for which the need for confidentiality still exists. They shall further recommend the minutes which no longer require confidentiality to protect the public interest or the privacy of an individual. Recommendations shall be based on the standards set forth in Section 42.06.
3. The President and Board of Trustees shall discuss the recommendations of the Village Administrator, Deputy Village Clerk and Village Attorney in Executive Session, shall make a determination relative to their recommendations and shall act upon an appropriate resolution in open session following their determination.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS

AGENDA NO. 16

AGENDA DATE: 11/23/09

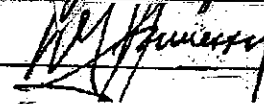
STAFF REVIEW: Mary Partyka

SIGNATURE:



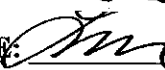
LEGAL REVIEW: William Hennessy

SIGNATURE:



RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:



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

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

Effective January 2004, the Illinois Open Meetings Act, Illinois Compiled Statutes required governmental bodies to audio or video record closed meetings. The Illinois Open Meetings Act permits the destruction of verbatim records of closed meetings without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act not less than 18 months after the completion of the meeting recorded. The destruction of these verbatim records are allowed after: 1) It (governmental body) approves the destruction of a particular recording; and 2) It (governmental body) approves written minutes of the closed meeting.

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

The Village Administrator, Village Attorney and Deputy Clerk have reviewed the list of verbatim record by tape to be destroyed of the closed meetings itemized in the Resolution. It was determined that at least 18 months have passed since the completion of each of the closed meetings and the governmental body has approved the written minutes for each of the meetings set forth in Section Two of the Resolution. The Village Staff and Village Attorney recommend the adoption of the Resolution authorizing the destruction of the verbatim record of the closed meetings pursuant to the Illinois Open Meetings Act as listed in Section Two of the Resolution.

ACTION PROPOSED: ADOPT THE RESOLUTION.

RESOLUTION NO. 09-R-_____

A RESOLUTION AUTHORIZING THE DESTRUCTION OF
AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS

WHEREAS, the Open Meetings Act requires governmental bodies to audio or video record their closed meetings; and

WHEREAS, this governmental body has complied with that requirement; and

WHEREAS, the Open Meetings Act permits governmental bodies to destroy the verbatim record of closed meetings without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act not less than eighteen (18) months after the completion of the meeting recorded, but only after:

1. It approves the destruction of a particular recording; and

2. It approves written minutes of the closed meeting; and

WHEREAS, for the verbatim record by audio tape of the meeting(s) set forth in Section Two of this Resolution, at least eighteen (18) months have passed since the completion of each of those meetings, and this governmental body has approved written minutes for each of the meetings set forth in Section Two; and

WHEREAS, this governmental body may order the destruction of the verbatim record even if it continues to

withhold the approved minutes of the closed meeting until some later period of time;

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

SECTION ONE: The Whereas clauses set forth above are incorporated herein by reference as if set out in full.

SECTION TWO: The President and Board of Trustees of the Village of Willowbrook hereby orders the destruction of the verbatim record being an audio tape of the following closed meetings:

2007

August 13	October 22
September 24	November 12
October 8	

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 2009.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____