

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, DECEMBER 13, 2010, AT 7:00 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 22, 2010 (APPROVE)
 - c. Warrants - December 13, 2010 - \$995,149.71 (APPROVE)
 - d. Monthly Financial Report - November 30, 2010 - \$18,076,366.30 (APPROVE)
 - e. Plan Commission Recommendation - Hinsdale High School District 86 Transition Center, 14-106 W. 63rd Street - Special Use Permit (RECEIVE)
5. PROCLAMATION - SUE STANISH
6. PROCLAMATION 50TH ANNIVERSARY COMMITTEE

NEW BUSINESS

7. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
8. AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF WILLOWBROOK - 6446 WESTERN AVE., - MAY/KIM
9. AN ORDINANCE ZONING LAND NEWLY ANNEXED TO THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS - 6446 WESTERN AVE., MAY/KIM
10. AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS, AND GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT OF SUBDIVISION - MAY SUBDIVISION
11. AN ORDINANCE APPROVING AN AMENDMENT TO THE SPECIAL USE GRANTED BY ORDINANCE 86-O-28 AND AS AMENDED IN ORDINANCE 87-O-29, TO AUTHORIZE A SPECIAL USE PERMIT

FOR A SCHOOL - WILLOWBROOK SQUARE SHOPPING CENTER -
14-105 W. 63RD STREET

12. AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK TITLE 3, CHAPTER 12, SECTION 3-12-19 - HOURS
13. AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5(b) OF THE VILLAGE CODE - LIQUOR CONTROL, CLASS B LICENSE - PEI WEI ASIAN DINER RESTAURANT
14. AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 3, CHAPTER 13, SECTION 3 - APPLICATION FOR CERTIFICATE OF REGISTRATION; AND TITLE 8, CHAPTER 5, SECTION 8-5-6(F) - PRESENCE WITHIN HIGHWAY RIGHT OF WAYS
15. AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 1, CHAPTER 4, SECTION 1-4-2: VIOLATIONS WITH RESPECT TO PROHIBITING AND RESTRICTING THE STOPPING, STANDING OR PARKING OF A VEHICLE IN ANY DESIGNATED AREA
16. AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 1, CHAPTER 8, SECTION 1-8-5(c), DESIGNATION OF DEPOSITIORES
17. A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO AMEND MASTER AGREEMENT DATED MARCH 24, 2008, TO ADD COLLECTION SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND LASERCRAFT, INC.
18. A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT WITH U.S. BANK AND AMERICAN TRAFFIC SOLUTIONS FOR LOCKBOX SERVICES
19. A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE FINANCIAL AND ACCOUNTING SERVICES - SIKICH LLP
20. A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
21. A RESOLUTION AUTHORIZING CONTINUING MEMBERSHIP IN THE SOUTH CENTRAL DUPAGE COUNTY BENEFITS POOL

22. REPORT - ANNUAL PENSION BOARD PENSION FUND REPORT

PRIOR BUSINESS

23. COMMITTEE REPORTS

24. ATTORNEY'S REPORT

25. CLERK'S REPORT

26. ADMINISTRATOR'S REPORT

27. PRESIDENT'S REPORT

28. EXECUTIVE SESSION

29. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, NOVEMBER 22, 2010 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 7:00 p.m. by Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were President Robert Napoli, Clerk Leroy Hansen, Trustees Dennis Baker (via conference call), Umberto Davi, Terrence Kelly, Michael Mistele, Sandra O'Connor, and Paul Schoenbeck.

ABSENT: None.

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Director of Finance Sue Stanish, Superintendent Walter Righton, Chief of Police Mark Shelton, Deputy Chief Paul Oggerino, Intern Garrett Hummel, and Executive Secretary Deborah Hahn.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

President Napoli asked Trustee Mistele to lead everyone in saying the Pledge of Allegiance.

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Regular Board Meeting - November 8, 2010 (Approve)
- c. Warrants - November 22, 2010 - \$222,426.66 (APPROVE)
- d. 2010 MFT Roadway Maintenance Program - Payout #1 - Partial Payment - James D. Fiala Paving Co. - (APPROVE)
- e. Expenditure from Deferred List - Police Patrol Vehicle (APPROVE)
- f. Plan Commission Recommendation - May Subdivision (RECEIVE)

President Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda.

Trustee Schoenbeck asked to remove Items 4c and 4d.

MOTION: Made by Trustee Davi, seconded by Trustee Mistele to approve the Items 4a, 4b, 4e, and 4f of the Omnibus Vote Agenda.

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

MOTION DECLARED CARRIED

MOTION: Made by Trustee Kelly, seconded by Trustee Davi to approve the Items 4c and 4d of the Omnibus Vote Agenda.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Davi, and O'Connor. NAYS: Schoenbeck recused himself from Item 4c and stated present for Item 4d. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

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

President Napoli asked if there was any visitor present that would like to speak.

None present.

6. DELINQUENT WATER BILLS

Administrator Halik advised the Board there are three delinquent water bills in the amount of \$125.08, \$176.49, and \$117.72. Staff requested and received permission to proceed as per Village policy.

7. AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2010 AND ENDING APRIL 30, 2011, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (APPROVE)

Superintendent Righton advised that the Special Recreation Tax plays an important role in the Parks & Recreation budget. In the past, the Board has determined that qualified expenditures should be funded through the Special Recreation Tax rather than through the General Fund. The average tax per household will be approximately \$13.00.

Projects being recommended include the Village of Willowbrook's membership into the Gateway Special Recreation Association, expenses to ensure ADA compliance within the village, and improvement in our parks for better accessibility for ADA participants.

The Finance Committee approved the levy tax at their November 8, 2010 meeting for a total of \$68,118.00. Staff seeks Board approve on this tax levy.

Trustee Schoenbeck requested more information to go out to the residents via our electronic newsletter regarding this tax levy so that they understand what it is for. Mr. Righton will work with Administrator Halik on this issue.

MOTION: Made by Trustee O'Connor, seconded by Trustee Mistele to approve Ordinance No. 10-0-24 to provide for a levy of taxes for FY2010/11.

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

8. DISCUSSION - LAND DONATION, COMMUNITY BANK OF WILLOWBROOK

Administrator Halik advised that the village received a request for a land donation. The property is currently land-locked and owned by the Community Bank of Willowbrook. The majority of the property is the Knolls Lake, located at the northwest corner of 63rd Street and Kingery Highway.

This issue was brought to the Municipal Service Committee on October 11, 2010. After some discussion, the Committee felt the maintenance issues that could come about with this property outweigh the positive potential of the land. Therefore, the Committee and Staff recommend declining the donation offer.

Trustee Kelly commended the Committee for looking into this issue. Lake Hinsdale Village has looked into pond maintenance issues and has determined that there are too many issues and costs involved in the land.

MOTION: Made by Trustee Mistele, seconded by Trustee Davi to deny the acceptance of the land to the village.

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

10. DISCUSSION AND MOTION TO APPROVE THE CALENDAR YEAR 2011
PAYMENT TO IRMA AND THE APPLICATION OF MONIES FROM THE
VILLAGE'S EXCESS SURPLUS FUND TO THE 2011 PREMIUM, AND
DISCUSS THE DISTRIUTION OF THE CREDIT AMOUNT TO ELIGIBLE
EMPLOYEES

Finance Director Stanish advised the annual premium to IRMA for liability insurance will be due in January. Staff is recommending using the Village's excess surplus fund of \$14,000, which is held by IRMA plus \$205,672 from the Village's budget line item to pay the total premium of \$219,672.

Trustee O'Connor asked what the premium was last year and Director Stanish advised it has gone up approximately 5%.

Administrator Halik advised that the second portion of the agenda item relates to the safety dividend, which is calculated based on our losses compared to other members. The dividend credit amount is approximately \$2,705.00. Based on the Personnel Manual the credit has usually been divided amongst the 37 eligible employees. Final authorization however must come from the Board.

There are three options for this dividend and Staff is requesting direction on how to proceed:

- Approve safety dividend to employees - \$2,705 (about \$70 each)
- Approve 50/50 split - 50% to the village and 50% to employees (\$1,352 or \$36 each)
- Not approve - the village would keep the dividend (\$2,705)

Trustee Schoenbeck feels the village has spent taxpayer's money for safety items to make the job safer throughout the year and this should at least be split between the employees and the village.

Trustee Davi felt it was a relatively low amount of money and it should be given back to the employees.

The Board agreed that this issue should be addressed on a yearly basis.

MOTION: Made by Trustee Davi, seconded by Trustee Kelly to approve the entire amount to be given to the employees.

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

11. A RESOLUTION ACKNOWLEDGING AND CERTIFYING COMPLIANCE WITH ALL TERMS, CONDITIONS AND REGULATIONS PERTAINING TO THE APPLICATION FOR GRANT FUNDING UNDER THE ILLINOIS PARK AND RECREATION FACILITY CONSTRUCTION GRANT PROGRAM (PARC) - COMMUNITY PARK BACKSTOP REPLACEMENT PROJECT

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Davi to adopt Resolution No. 10-R-40A as presented.

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

12. A RESOLUTION ACKNOWLEDGING AND CERTIFYING COMPLIANCE WITH ALL TERMS, CONDITIONS AND REGULATIONS PERTAINING TO THE APPLICATION FOR GRANT FUNDING UNDER THE ILLINOIS PARK AND RECREATION FACILITY CONSTRUCTION GRANT PROGRAM (PARC) - RIDGEMOOR PARK PLAYGROUND REPLACEMENT PROJECT

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Davi to adopt Resolution No. 10-R-40B as presented.

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

13. A RESOLUTION ACKNOWLEDGING AND CERTIFYING COMPLIANCE WITH ALL TERMS, CONDITIONS AND REGULATIONS PERTAINING TO THE APPLICATION FOR GRANT FUNDING UNDER THE ILLINOIS PARK AND RECREATION FACILITY CONSTRUCTION GRANT PROGRAM (PARC) - WILLOW POND PARK PLAYGROUND REPLACEMENT PROJECT

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Davi to adopt Resolution No. 10-R-40C as presented.

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

14. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.
Trustee Davi had no report.

Trustee O'Connor had no report.

Trustee Schoenbeck had no report.

15. ATTORNEY'S REPORT

No Report.

16. CLERK'S REPORT

Clerk Hansen passed out the minutes of November 8, 2010. He had made some changes as a "housekeeping" issue.

17. ADMINISTRATOR'S REPORT

Administrator Halik asked Superintendent Righton to speak to the Board on the upcoming Children's Holiday Party. Mr. Righton advised this is the Village's 34th annual party and the Parks & Recreation Committee would like to extend an invitation to all village employees' and their families. Numerous businesses have generously donated items or financial needs for the party.

18. PRESIDENT'S REPORT

President Napoli advised the Board that Finance Director Sue Stanish has submitted her letter of resignation. Ms. Stanish will be taking a new position with the Naperville Park District. She has done an excellent job with the village and the Board wishes her well.

19. EXECUTIVE SESSION

- a. Consideration of Collective Negotiating Matters Between the Village and Its Employees and Their Representatives Pursuant to Chapter 5 ILCS 120/1(c)(2)

MOTION: Made by Trustee Baker, seconded by Trustee Kelly to adjourn into Executive Session at the hour of 7:32 p.m.

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

The Board reconvened into the Regular Session Meeting at the hour of 7:36 p.m.

20. ADJOURNMENT

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele to adjourn the meeting at the hour of 7:36 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____, 2010

Village President

Minutes transcribed by Debbie Hahn.

WARRANTS

December 13, 2010

GENERAL CORPORATE FUND	-----	\$399,157.03
WATER FUND	-----	29,576.92
HOTEL/MOTEL TAX FUND	-----	5,303.88
T I F SPECIAL REVENUE FUND	-----	212,053.50
SSA ONE BOND & INTEREST FUND	-----	212,020.00
WATER CAPITAL IMPROVEMENTS FUND	-----	17,166.50
2008 BOND FUND	-----	119,871.88
TOTAL WARRANTS	-----	\$995,149.71


Sue Stanish, Director of Finance

APPROVED:

Robert A. Napoli, Village President

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 1

RUN TIME: 10:52AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	12/14 CK# 76571	\$35.10
1009686/NOV 10 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	35.10
ACE STORE NO. 11 (17)	12/14 CK# 76573	\$3.96
409850/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	3.96
AFLAC (46)	12/14 CK# 76575	\$2,560.38
429212/NOV 10 EMP DED PAY - AFLAC FEE 01-210-221	01-210-221	30.00
D7088/DEC 10 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	597.78
D7088/DEC 10 EMP DED PAY - AFLAC/OTHER INS. 01-210-219	01-210-218	1,932.60
AL WARREN OIL CO (2205)	12/14 CK# 76576	\$4,998.39
1624633 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	287.00
1629691 GASOLINE INVENTORY 01-190-126	01-190-126	3,548.18
1629692 GASOLINE INVENTORY 01-190-126	01-190-126	1,163.21
AMERICAN FIRST AID SERVICE INC (77)	12/14 CK# 76578	\$62.90
83205 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	32.10
83206 OPERATING EQUIPMENT 01-451-401	01-30-630-401	30.80
ARTHUR CLESEN, INC. (129)	12/14 CK# 76579	\$1,309.00
76276/00 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	1,309.00
ASPEN VALLEY LANDSCAPE SUPPLY (131)	12/14 CK# 76580	\$44.00
374785 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	44.00
AT & T LONG DISTANCE (66)	12/14 CK# 76582	\$124.17
854192715/NOV10 PHONE - TELEPHONES 01-420-201	01-10-455-201	124.17
AT & T (67)	12/14 CK# 76583	\$1,792.45
630-325-2761NOV PHONE - TELEPHONES 01-451-201	01-30-630-201	36.29
630-325-2775NOV PHONE - TELEPHONES 01-451-201	01-30-630-201	36.29
R26-5644NOV PHONE - TELEPHONES 01-420-201	01-10-455-201	859.94
R26-5644NOV PHONE - TELEPHONES 01-451-201	01-30-630-201	859.93
AT & T U-VERSE (SM) (2342)	12/14 CK# 76584	\$7.44
105661049/DEC10 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	7.44
AZAVAR AUDIT SOULUTIONS INC (158)	12/14 CK# 76585	\$470.30
4236/DEC 10 UTILITY TAX 01-310-205	01-310-205	470.30
BANNERVILLE USA INC (2146)	12/14 CK# 76587	\$800.00
12470 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	01-05-420-368	800.00
BARNACLE JOHN (191)	12/14 CK# 76588	\$115.00
10 UNFRMS UNIFORMS 01-451-345	01-30-630-345	115.00
BEST QUALITY CLEANING INC (194)	12/14 CK# 76589	\$1,575.00
39930-NOV10 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,575.00
BLACK GOLD SEPTIC (208)	12/14 CK# 76590	\$310.00
48918 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
BUTTREY RENTAL SERVICE, INC. (265)	12/14 CK# 76591	\$275.95
122012 EQUIPMENT RENTAL 01-540-290	01-35-755-290	275.95
CAR REFLECTIONS (296)	12/14 CK# 76592	\$385.00
11999 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	385.00
CINDY DREW (1292)	12/14 CK# 76593	\$90.00
2ND PLACE FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	90.00
CIVIC PLUS (2290)	12/14 CK# 76594	\$2,700.00
84635 CONSULTING SERVICES 01-410-306	01-10-460-306	2,700.00

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 2

RUN TIME: 10:52AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COCA-COLA REFRESHMENTS USA INC (2260)	12/14 CK# 76596	\$129.12
6488298204 COMMISSARY PROVISION 01-420-355	01-10-455-355	129.12
COMCAST CABLE (365)	12/14 CK# 76597	\$186.90
700 WB PKWY DEC EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	74.90
VH DEC 10 E.D.P. SOFTWARE 01-410-212	01-10-460-212	112.00
COMMONWEALTH EDISON (370)	12/14 CK# 76598	\$1,581.55
071026027/1110 RED LIGHT - COM ED	01-30-630-248	46.53
1844110006/1110 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	858.80
4215105154/1110 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	595.97
44031401101110 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	80.25
COMMUNICATIONS DIRECT, INC. (371)	12/14 CK# 76599	\$44.75
SR93613 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	44.75
COMPASS PLUMBING LLC (2306)	12/14 CK# 76600	\$1,075.00
5562 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,075.00
CONTINENTAL NISSAN (2353)	12/14 CK# 76601	\$149.84
505209 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	149.84
DD INDUSTRIES INC (2246)	12/14 CK# 76602	\$104.40
16528 OPERATING EQUIPMENT 01-451-401	01-30-630-401	104.40
DELTA DENTAL PLAN OF ILLINOIS (468)	12/14 CK# 76603	\$3,579.89
DEC 2010 EMP DED PAY-INS 01-210-204	01-210-204	723.92
DEC 2010 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	36.61
DEC 2010 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	47.53
DEC 2010 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	95.06
DEC 2010 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,384.20
DEC 2010 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	149.98
DEC 2010 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	142.59
DUPAGE COUNTY TREASURER (497)	12/14 CK# 76604	\$250.00
8203/OCT 10 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY PUBLIC WORKS (514)	12/14 CK# 76605	\$98.90
7/31-9/30/10 SANITARY USER CHARGE 01-405-385	01-10-466-385	82.67
7/31-9/30/10 SANITARY USER CHARGE	01-35-725-417	16.23
DUPAGE MATERIALS COMPANY (526)	12/14 CK# 76606	\$969.26
65151MB STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	135.00
65152MB STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	834.26
DUPAGE COUNTY (515)	12/14 CK# 76608	\$1,734.00
1831 MAINT TRAFFIC SIGNALS 01-530-224	01-35-745-224	1,734.00
ELAINE WRIGHT (1292)	12/14 CK# 76610	\$150.00
1ST PRIZE FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	150.00
FALCO'S LANDSCAPING INC (581)	12/14 CK# 76612	\$5,418.75
2079/#7 CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	2,357.16
2079/#7 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	3,061.59
FBI/LEEDA (575)	12/14 CK# 76613	\$50.00
BARNACLE #7895 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	50.00
FULLER'S CAR WASHES (642)	12/14 CK# 76614	\$30.95
440/NOV 10 GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	30.95
GATEWAY CHINA COMPANY (2352)	12/14 CK# 76615	\$1,082.95
5798 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	01-05-420-368	1,082.95

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 3

RUN TIME: 10:52AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
GORDON FLESCH (695)	12/14 CK# 76616	\$264.54
OWM048 COPY SERVICE 01-420-315	01-10-455-315	264.54
W.W. GRAINGER (1999)	12/14 CK# 76617	\$206.83
9399626895 UNIFORMS 01-501-345	01-35-710-345	164.62
9399983379 OPERATING EQUIPMENT 01-540-401	01-35-755-401	6.03
9403184692 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	36.18
JOHN J. HANDZIK (750)	12/14 CK# 76618	\$277.66
UNIFORMS 10 UNIFORMS 01-451-345	01-30-630-345	277.66
HOME DEPOT COMMERCIAL (808)	12/14 CK# 76621	\$100.41
1032313 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	80.42
3025418 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	19.99
HONG YANG (1862)	12/14 CK# 76622	\$25.00
71686 TRAFFIC FINES 01-310-502	01-310-502	25.00
HOVING PIT STOP (816)	12/14 CK# 76623	\$1,764.00
4496 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,764.00
HR SIMPLIFIED (744)	12/14 CK# 76624	\$300.00
28846 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	300.00
I.M.R.F. PENSION FUND (917)	12/14 CK# 76625	\$12,122.65
ARC CONTRB I M R F 01-420-151	01-10-455-151	1,439.51
ARC CONTRB IMRF 01-15-510-151	01-15-510-151	600.57
ARC CONTRB I M R F 01-601-151	01-20-550-151	639.84
ARC CONTRB IMRF 01-25-610-151	01-25-610-151	2,751.12
ARC CONTRB I M R F 01-451-151	01-30-630-151	2,835.55
ARC CONTRB I M R F 01-501-151	01-35-710-151	2,553.18
ARC CONTRB I M R F 01-551-151	01-40-810-151	1,302.88
I.M.R.F. PENSION FUND (917)	12/14 CK# 76626	\$1,885.91
DEC 10 SLEP PENSION 01-420-155	01-10-455-155	1,885.91
I.M.R.F. PENSION FUND (917)	12/14 CK# 76627	\$34,765.08
ARC CONTRIB SLEP PENSION 01-420-155	01-10-455-155	34,765.08
ILL. PARK AND RECREATION ASSN. (900)	12/14 CK# 76628	\$244.00
2011 DUES FEES DUES SUBSCRIPT 01-601-307	01-20-550-307	244.00
ILLINOIS LAW ENFORCEMENT ALARMS SYS (889)	12/14 CK# 76629	\$50.00
2010 DUES FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	50.00
ILLINOIS PAPER COMPANY (898)	12/14 CK# 76630	\$442.20
70090 OFFICE SUPPLIES 01-420-301	01-10-455-301	442.20
INTERGOVERNMENTAL PERSONNEL (934)	12/14 CK# 76631	\$40,551.84
DEC 10 EMP DED PAY-INS 01-210-204	01-210-204	6,826.63
DEC 10 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	489.03
DEC 10 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	624.12
DEC 10 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,270.83
DEC 10 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	27,469.10
DEC 10 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,492.75
DEC 10 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	1,890.35
HAGE / DEC EMP DED PAY-INS 01-210-204	01-210-204	489.03
JENNIFER SZYDLOWSKI (1292)	12/14 CK# 76632	\$130.00
3RD PRIZE FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	130.00
JILL DINGELS (1292)	12/14 CK# 76633	\$195.00
2ND PRIZE FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	195.00

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 4

RUN TIME: 10:52AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
KAREN KOLBUSZ (1862)	12/14 CK# 76634	\$100.00
35791979 RED LIGHT FINES 01-310-503	01-310-503	100.00
LAUREN KASPAR (1035)	12/14 CK# 76635	\$466.40
10 UNFRMS UNIFORMS 01-451-345	01-30-630-345	466.40
KIEFT BROTHERS INC (1051)	12/14 CK# 76636	\$264.00
171808 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	264.00
TIMOTHY KOBLER (1072)	12/14 CK# 76639	\$750.00
10 UNFRMS UNIFORMS 01-451-345	01-30-630-345	750.00
KRAMER TREE SPECIALISTS INC. (1080)	12/14 CK# 76640	\$2,070.00
239117 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	320.00
239117 TREE MAINTENANCE 01-535-338	01-35-750-338	360.00
239319 TREE MAINTENANCE 01-535-338	01-35-750-338	1,390.00
LAGRANGE CAMERA & VIDEO (1098)	12/14 CK# 76642	\$159.90
28947 OPERATING EQUIPMENT 01-451-401	01-30-630-401	159.90
MAKTRANS LOGISTICS (1862)	12/14 CK# 76645	\$75.00
52838 TRAFFIC FINES 01-310-502	01-310-502	75.00
MARQUARDT & BELMONTE P.C. (2259)	12/14 CK# 76646	\$960.00
3633/OCT NOV 10 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	960.00
MEADE ELECTRIC COMPANY (1236)	12/14 CK# 76648	\$1,123.48
648245 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	495.05
648246 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	226.00
648412 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	402.43
METRO REPORTING SERVICE LTD. (1246)	12/14 CK# 76649	\$371.51
273 FEES - COURT REPORTER 01-15-520-246	01-15-520-246	371.51
METRO TRANSPORTATION GROUP INC. (1249)	12/14 CK# 76650	\$3,125.50
411413 REIMB.	01-15-520-258	3,125.50
MIDWEST LASER SPECIALISTS, INC (1276)	12/14 CK# 76651	\$1,242.94
1060102 OPERATING SUPPLIES 01-451-331	01-30-630-331	129.98
1060166 OPERATING SUPPLIES 01-451-331	01-30-630-331	1,031.97
1060333 OPERATING SUPPLIES 01-451-331	01-30-630-331	80.99
NEOPOST INC (1359)	12/14 CK# 76652	\$165.45
13316019 POSTAGE & METER RENT 01-420-311	01-10-455-311	165.45
NICOR GAS (1370)	12/14 CK# 76653	\$341.00
39303229304OCT NICOR GAS	01-35-725-415	49.18
95476110002NOV NICOR GAS 01-405-235	01-10-466-235	291.82
NORTHERN ILL UNIVERSITY (1388)	12/14 CK# 76654	\$139.00
DEC08118 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	139.00
P.F. PETTIBONE & CO. (1491)	12/14 CK# 76655	\$22.00
21662 PRINTING & PUBLISHING 01-451-302	01-30-630-302	22.00
PACIFIC TELEMAGEMENT SERVICES (2197)	12/14 CK# 76656	\$78.00
234716/DEC 10 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PATTEN TRACTOR & EQUIPMENT CO (1475)	12/14 CK# 76657	\$2,845.27
3566278 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	2,845.27
PAUL TEGTMEIER (1292)	12/14 CK# 76658	\$325.00
1ST PLACE FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	325.00
PELLICIONI ANDREW (1473)	12/14 CK# 76659	\$24.89
10 UNFRMS UNIFORMS 01-451-345	01-30-630-345	24.89

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 5

RUN TIME: 10:52AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PETTY CASH C/O SUE STANISH (1492)	12/14 CK# 76660	\$215.21
12/7 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	01-05-420-368	11.62
12/7 OFFICE SUPPLIES 01-740-301	01-07-435-301	44.01
12/7 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	5.07
12/7 COMMISSARY PROVISION 01-420-355	01-10-455-355	30.04
12/7 POSTAGE & METER RENT 01-601-311	01-20-550-311	30.22
12/7 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	10.83
12/7 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	40.00
12/7 OPERATING EQUIPMENT 01-451-401	01-30-630-401	43.15
12/7 POSTAGE & METER RENT 01-501-311	01-35-710-311	0.27
PIECZYNSKI LINDA S. (1503)	12/14 CK# 76661	\$657.00
5014/NOV 10 FEES - SPECIAL ATTORNEY 01-451-241	01-30-630-241	657.00
PIONEER PRESS (1512)	12/14 CK# 76662	\$123.20
1807400 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	123.20
PRAXAIR DISTRIBUTION INC (1538)	12/14 CK# 76663	\$174.97
38097616 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	174.97
PRO-TEK LOCK AND SAFE (1547)	12/14 CK# 76664	\$16.70
76470 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	16.70
PUBLIC SAFETY DIRECT INC (2309)	12/14 CK# 76665	\$330.55
21646 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	330.55
R&R PRINT N SERVE INC (1582)	12/14 CK# 76666	\$4,407.86
213490 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	01-05-420-368	392.80
23498 PRINTING & PUBLISHING 01-451-302	01-30-630-302	491.63
23500 PRINTING & PUBLISHING 01-451-302	01-30-630-302	536.63
23502 PRINTING & PUBLISHING 01-601-302	01-20-550-302	2,986.80
RAY O'HERRON (1593)	12/14 CK# 76667	\$199.95
30445 UNIFORMS 01-451-345	01-30-630-345	199.95
RIGHTON WALTER (1623)	12/14 CK# 76668	\$578.50
REIMB. EMPLOYEE BENEFITS - MEDICAL 01-601-141	01-20-550-141	578.50
RUTLEDGE PRINTING CO. (1648)	12/14 CK# 76670	\$238.83
106607 OFFICE SUPPLIES 01-420-301	01-10-455-301	238.83
SANDY WAGNER (1292)	12/14 CK# 76671	\$60.00
3RD PLACE FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	60.00
SBOC (1746)	12/14 CK# 76672	\$60.00
LUNCHEON FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	60.00
SCOTT CONTRACTING INC (1682)	12/14 CK# 76673	\$2,335.90
413 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	677.50
413 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	677.50
414 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	980.90
ILLINOIS SECRETARY OF STATE (1690)	12/14 CK# 76675	\$95.00
09MR0944 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	95.00
SHELL OIL COMPANY (1706)	12/14 CK# 76676	\$15.85
065199309011 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	15.85
SIKICH LLP (1722)	12/14 CK# 76677	\$2,473.75
119323 CONSULTING FEES	01-10-471-253	2,473.75
JOHN SKIBA (1728)	12/14 CK# 76678	\$240.94
10 UNFRMS UNIFORMS 01-451-345	01-30-630-345	133.96
2010 UNFRM UNIFORMS 01-451-345	01-30-630-345	106.98

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 6

RUN TIME: 10:52AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DAVID SOSKIN (2355)	12/14 CK# 76679	\$380.00
FALL FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	380.00
SPORTSFIELD, INC. (1764)	12/14 CK# 76680	\$3,517.50
201914 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	562.50
201924 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	2,955.00
SPRING-GREEN (1755)	12/14 CK# 76681	\$1,015.62
4009881 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	74.60
4009882 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	52.45
4009883 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	44.80
4009884 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	14.92
4009887 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	76.10
4009888 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	44.80
4009889 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	31.35
4009890 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	131.30
4009891 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	80.60
4009892 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	4.70
4009893 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	53.70
4009896 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	22.40
41009894 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	383.90
CYNTHIA STUHL (1788)	12/14 CK# 76682	\$33.96
10 UNFRM UNIFORMS 01-451-345	01-30-630-345	33.96
SUNSET SEWER & WATER (2276)	12/14 CK# 76683	\$1,263.00
2010-222 SITE IMPROVEMENTS 01-535-289	01-35-750-289	1,263.00
T.P.I. (1886)	12/14 CK# 76684	\$3,095.85
4716/NOV 10 PLAN REVIEW - BUILDING CODE 01-555-258	01-40-820-258	482.85
4716/NOV 10 PART TIME INSPECTOR 01-565-109	01-40-830-109	1,848.00
4716/NOV 10 PLUMBING INSPECTION 01-565-115	01-40-830-115	765.00
TAMELING GRADING (1836)	12/14 CK# 76685	\$2,180.00
TG5-NOV 10 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,280.00
TG5-NOV 10 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	900.00
TAMELING INDUSTRIES (1844)	12/14 CK# 76686	\$244.84
70163 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	25.00
70163 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	156.84
70250 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	63.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	12/14 CK# 76687	\$43.00
3810 REIMB.	01-40-830-117	43.00
TOM & JERRY'S SHELL SERVICES (1883)	12/14 CK# 76688	\$1,501.26
25652 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	30.00
25690 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	30.00
43310 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	83.06
43313 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	380.36
43333 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
43367 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	306.43
43382 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	408.01
43395 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
43404 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	187.05
43423 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
TREE TOWNS (1894)	12/14 CK# 76689	\$27.97
153200 PRINTING & PUBLISHING 01-551-302	01-40-810-302	27.97

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 7

RUN TIME: 10:52AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
U.S. POSTMASTER (1948)	12/14 CK# 76690	\$185.00
PERMIT 43 2011 POSTAGE & METER RENT 01-420-311	01-10-455-311	185.00
UNIFIRST (1926)	12/14 CK# 76691	\$346.87
0610549097 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	128.55
0610549249 MAINTENANCE - PW BUILDING	01-35-725-418	44.95
0610552260 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	128.55
0610552415 MAINTENANCE - PW BUILDING	01-35-725-418	44.82
VERIZON WIRELESS (1972)	12/14 CK# 76692	\$886.42
2490522366 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	63.03
2490522366 PHONE - TELEPHONES 01-25-610-201	01-25-610-201	64.03
2490522366 PHONE - TELEPHONES 01-451-201	01-30-630-201	579.94
2490522366 TELEPHONES 01-501-201	01-35-710-201	100.92
2490522366 TELEPHONES 01-551-201	01-40-810-201	78.50
VICTORIA COURT CARRIAGES INC (2356)	12/14 CK# 76693	\$600.00
12/4/10 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	01-05-420-368	600.00
VILLA PARK MATERIAL CO. INC (1974)	12/14 CK# 76694	\$714.60
90946 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	228.00
91225 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	486.60
WAREHOUSE DIRECT (2002)	12/14 CK# 76695	\$366.76
912566-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	91.01
912566-0 OFFICE SUPPLIES 01-501-301	01-35-710-301	45.71
921573-0 PRINTING & PUBLISHING 01-451-302	01-30-630-302	13.50
940381-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	79.70
942271-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	94.23
942271-0 OFFICE SUPPLIES 01-501-301	01-35-710-301	15.99
942499-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	26.62
WATCHGUARD VIDEO (2000)	12/14 CK# 76696	\$194.25
1394 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	194.25
WESTFIELD FORD (2028)	12/14 CK# 76697	\$62.01
296331 MAINTENANCE - VEHICLES 01-420-409	01-10-455-409	62.01
WESTOWN AUTO SUPPLY COMPANY (2026)	12/14 CK# 76698	\$249.33
33306 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	204.08
33351 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	27.12
33668 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	18.13
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	12/14 CK# 76699	\$10,067.50
NOVEMBER 2010 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	3,780.00
OCTOBER 2010 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	6,287.50
WILLOWBROOK TOWN CENTER LLC (2069)	12/14 CK# 76701	\$23,533.11
NOTE 1 SALES TAX REBATE- TOWN CENTER 01-420-513	01-10-455-513	23,533.11
WILLOWBROOK TOWN CENTER LLC (2069)	12/14 CK# 76702	\$60,608.44
NOTE 2 SALES TAX REBATE- TOWN CENTER 01-420-513	01-10-455-513	60,608.44
WILLOWBROOK TOWN CENTER LLC (2069)	12/14 CK# 76703	\$60,608.44
NOTE 3 SALES TAX REBATE- TOWN CENTER 01-420-513	01-10-455-513	60,608.44
WILLOWBROOK TOWN CENTER LLC (2069)	12/14 CK# 76704	\$58,490.46
NOTE 4 SALES TAX REBATE- TOWN CENTER 01-420-513	01-10-455-513	58,490.46
WILLOWBROOK TOWN CENTER LLC (2069)	12/14 CK# 76705	\$10,696.87
NOTE 5 SALES TAX REBATE- TOWN CENTER 01-420-513	01-10-455-513	10,696.87

RUN DATE: 12/08/10

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 8

RUN TIME: 10:52AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK FORD INC. (2056)	12/14 CK# 76706	\$3,050.00
8009226/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	150.00
8009254/2 DRUG FORFEITURE EXP. - FEDERAL 01-465-349	01-30-650-349	2,500.00
8009297/1 DRUG FORFEITURE EXP. - FEDERAL 01-465-349	01-30-650-349	400.00
WINTER LANDSCAPE (2357)	12/14 CK# 76707	\$700.00
68097 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	01-05-420-368	700.00
TOTAL GENERAL CORPORATE FUND		\$399,157.03

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 9

RUN TIME: 10:52AM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACE OF SPRAY LLC (1243)	12/14 CK# 76572	\$80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM ACE OF SPRAY, LLC UT# 701130.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
ACLARA (26)	12/14 CK# 76574	\$3,750.00
10330299 EDP SOFTWARE 02-417-212	02-50-417-212	3,750.00
ALARM DETECTION SYSTEMS INC (61)	12/14 CK# 76577	\$493.65
92825/DEC-FEB11 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	151.26
94593/DEC-FEB11 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	151.26
94594/DEC-FEB11 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	191.13
AT & T MOBILITY (64)	12/14 CK# 76581	\$71.51
826930710/NOV10 PHONE - TELEPHONES 02-401-201	02-50-401-201	71.51
AT & T (67)	12/14 CK# 76583	\$603.02
630-323-0335NOV PHONE - TELEPHONES 02-401-201	02-50-401-201	225.93
630-323-0975NOV PHONE - TELEPHONES 02-401-201	02-50-401-201	278.73
630-734-9661NOV PHONE - TELEPHONES 02-401-201	02-50-401-201	98.36
CLOVERS GARDEN CENTER (1243)	12/14 CK# 76595	\$80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM CLOVERS GARDEN CENTER UT# 701050.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
COMMONWEALTH EDISON (370)	12/14 CK# 76598	\$1,292.05
46511110491110 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	656.95
50710720511110 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	635.10
DELTA DENTAL PLAN OF ILLINOIS (468)	12/14 CK# 76603	\$149.98
DEC 2010 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	149.98
EAST JORDAN IRON WORKS, INC. (540)	12/14 CK# 76609	\$3,282.00
3333547 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694	02-50-440-694	1,535.00
3336083 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694	02-50-440-694	1,747.00
ENVIRO TEST INC (555)	12/14 CK# 76611	\$87.50
10128106/NOV 10 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
W.W. GRAINGER (1999)	12/14 CK# 76617	\$272.66
9399626887 MAINTENANCE - METER EQUIPMENT 02-435-463	02-50-435-463	28.53
9403184683 W H R&M - L.H.V. 02-425-473	02-50-425-473	244.13
HD SUPPLY WATERWORKS, LTD (2191)	12/14 CK# 76619	\$1,173.03
2271107 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	285.67
2271114 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	654.57
2285891 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	232.79
HOME DEPOT COMMERCIAL (808)	12/14 CK# 76621	\$48.50
87020184 EDP OPERATING EQUIPMENT 02-417-401	02-50-417-401	27.75
9030040 EDP OPERATING EQUIPMENT 02-417-401	02-50-417-401	20.75
I.M.R.F. PENSION FUND (917)	12/14 CK# 76625	\$2,553.18
ARC CONTRIB IMRF	02-50-401-151	2,553.18
INTERGOVERNMENTAL PERSONNEL (934)	12/14 CK# 76631	\$1,539.44
DEC 10 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	1,539.44
KNOLLS CONDO (1243)	12/14 CK# 76637	\$80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM KNOLLS CONDO UT# 700970.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
KNOLLS CONDO ASSOCIATION (1243)	12/14 CK# 76638	\$240.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM KNOLLS CONDO ASSOCIATION UT# 700955.003 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 10

RUN TIME: 10:52AM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM KNOLLS CONDO ASSOCIATION UT# 700960.003 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM KNOLLS CONDO ASSOCIATION UT# 700965.003 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
LA DEVELOPERS INC. (1243) 12/14 CK# 76641		\$10.45
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM LA DEVELOPERS, INC. UT# 701125.000 PAYMENT FOR OUTSTANDING WATER BILL	02-280-130	-69.55
WR 12/03/10 METER DEPOSIT - PAYABLE 02-280-130	02-280-130	80.00
LAKE HINSDALE VILLAGE (1243) 12/14 CK# 76643		\$480.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700008.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700011.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700575.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700610.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700845.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
WR 12/03/10 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700850.000 DEPOSIT SENT TO CUSTOMER	02-280-130	80.00
M.E. SIMPSON COMPANY INC (1235) 12/14 CK# 76644		\$1,050.00
20639 LEAK SURVEYS 02-430-276	02-50-430-276	700.00
20640 LEAK SURVEYS 02-430-276	02-50-430-276	350.00
SCOTT CONTRACTING INC (1682) 12/14 CK# 76673		\$1,904.10
414 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,904.10
SEASON COMFORT, CORP. (1687) 12/14 CK# 76674		\$221.00
149756 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	221.00
SUNSET SEWER & WATER (2276) 12/14 CK# 76683		\$8,971.35
2010-217 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,043.00
2010-223 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,730.25
2010-228 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,491.00
2010-231 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,318.35
2010-234 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	388.75
TAMELING GRADING (1836) 12/14 CK# 76685		\$591.00
TG5-NOV 10 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	591.00
TAMELING INDUSTRIES (1844) 12/14 CK# 76686		\$420.46
70334 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	420.46
VERIZON WIRELESS (1972) 12/14 CK# 76692		\$132.04
2490522366 PHONE - TELEPHONES 02-401-201	02-50-401-201	100.92
2490522367 PHONE - TELEPHONES 02-401-201	02-50-401-201	31.12
TOTAL WATER FUND		\$29,576.92

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 11

RUN TIME: 10:52AM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	12/14 CK# 76607	\$5,082.62
7402 ADVERTISING 03-435-317	03-53-435-317	3,500.00
7405 ADVERTISING 03-435-317	03-53-435-317	582.62
DEC 2010 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
HOLIDAY INN WILLOWBROOK (804)	12/14 CK# 76620	\$221.26
164678 WINE & DINE INTELLIGENTLY 03-436-378	03-53-436-378	221.26
TOTAL HOTEL/MOTEL TAX FUND		\$5,303.88

RUN DATE: 12/08/10

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 12

RUN TIME: 10:52AM

T I F SPECIAL REVENUE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK TOWN CENTER LLC (2069)	12/14 CK# 76700	\$212,053.50
TIF NOTE 01/11 INTEREST EXPENSE 05-401-305	05-59-401-305	45,924.90
TIF NOTE 01/11 PRINCIPAL EXPENSE 05-410-306	05-59-410-306	166,128.60
TOTAL T I F SPECIAL REVENUE FUND		\$212,053.50

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 13

RUN TIME: 10:52AM

SSA ONE BOND & INTEREST FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MB FINANCIAL BANK (2155)	12/14 CK# 76647	\$212,020.00
07 SSA BONDS BOND PRINCIPAL EXPENSE 06-60-550-401	06-60-550-401	105,000.00
07 SSA BONDS BOND INTEREST EXPENSE 06-60-550-402	06-60-550-402	107,020.00
TOTAL SSA ONE BOND & INTEREST FUND		\$212,020.00

RUN DATE: 12/08/10

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 14

RUN TIME: 10:52AM

WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
RMS UTILITY SERVICES (2354)	12/14 CK# 76669	\$9,180.00
51 VALVE INSERTION PROGRAM	09-65-440-603	9,180.00
SUNSET SEWER & WATER (2276)	12/14 CK# 76683	\$7,986.50
2010-215 VALVE INSERTION PROGRAM	09-65-440-603	7,986.50
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$17,166.50

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 15

RUN TIME: 10:52AM

2008 BOND FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THE BANK OF NEW YORK MELLON (2174)	12/14 CK# 76586	\$119,871.88
BNYLOANS PRINCIPAL EXPENSE	11-70-550-401	80,000.00
BNYLOANS INTEREST EXPENSE	11-70-550-402	39,871.88
TOTAL 2008 BOND FUND		\$119,871.88

VILLAGE OF WILLOWBROOK

RUN DATE: 12/08/10

BILLS PAID REPORT FOR DECEMBER, 2010

PAGE: 16

RUN TIME: 10:52AM

SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	399,157.03	*
02-110-105	WATER FUND-CHECKING 0010330283	29,576.92	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	5,303.88	*
05-110-105	T I F SPECIAL REVENUE FUND-CHECKING 0010330283	212,053.50	*
06-110-105	SSA ONE BOND & INTEREST FUND-CHECKING	212,020.00	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	17,166.50	*
11-110-105	2008 BOND FUND-CHECKING - 0010330283	119,871.88	*
TOTAL ALL FUNDS		995,149.71	**

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

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RUN: 12/02/10 12:41PM

SUMMARY OF FUNDS AS OF NOVEMBER 30, 2010

PAGE: 1

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$3,701,583.85
AGENCY CERTIFICATES	\$600,000.00	
MONEY MARKET	2,803,386.49	
MARKET VALUE	191,091.86	
PETTY CASH	950.00	
SAVINGS	106,155.50	
TOTAL	\$3,701,583.85	
WATER FUND		\$391,234.98
MONEY MARKET	\$391,234.98	
HOTEL/MOTEL TAX FUND		\$27,710.24
MONEY MARKET	\$27,710.24	
MOTOR FUEL TAX FUND		\$85,701.90
MONEY MARKET	\$85,701.90	
T I F SPECIAL REVENUE FUND		\$370,662.83
MONEY MARKET	\$370,662.83	
SSA ONE BOND & INTEREST FUND		\$67,283.56
MONEY MARKET	\$67,283.56	
POLICE PENSION FUND		\$12,768,337.46
AGENCY CERTIFICATES	\$5,689,505.18	
CERTIFICATE OF DEPOSIT	100,000.00	
MUNICIPAL BONDS	516,398.80	
MUTUAL FUNDS	4,970,948.59	
MONEY MARKET	189,560.70	
MARKET VALUE	923,905.12	
TREASURY NOTES	378,019.07	
TOTAL	\$12,768,337.46	
SSA ONE PROJECT FUND		\$51,512.89
MONEY MARKET	\$51,512.89	
WATER CAPITAL IMPROVEMENTS FUND		\$147,148.69
MONEY MARKET	\$147,148.69	
CAPITAL PROJECT FUND		\$345,200.41
MONEY MARKET	\$345,200.41	
2008 BOND FUND		\$119,989.49
MONEY MARKET	\$119,989.49	
TOTAL MONIES		\$18,076,366.30

RESPECTFULLY SUBMITTED THIS 30TH DAY OF NOVEMBER, 2010



SUE STANISH, DIRECTOR OF FINANCE

ROBERT A. NAPOLI, VILLAGE PRESIDENT

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

RUN: 12/02/10 12:41PM

DETAILED SUMMARY OF FUNDS AS OF NOVEMBER 30, 2010

PAGE: 2

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$3,701,727.99
AS PER SUMMARY, NOVEMBER, 2010	\$3,701,583.85	
DUE TO/FROM WATER FUND	144.14	
	\$3,701,727.99	
WATER FUND		\$391,090.84
AS PER SUMMARY, NOVEMBER, 2010	\$391,234.98	
DUE TO/FROM GENERAL FUND	-144.14	
	\$391,090.84	
HOTEL/MOTEL TAX FUND		\$27,710.24
AS PER SUMMARY, NOVEMBER, 2010	\$27,710.24	
MOTOR FUEL TAX FUND		\$85,701.90
AS PER SUMMARY, NOVEMBER, 2010	\$85,701.90	
T I F SPECIAL REVENUE FUND		\$370,662.83
AS PER SUMMARY, NOVEMBER, 2010	\$370,662.83	
SSA ONE BOND & INTEREST FUND		\$67,283.56
AS PER SUMMARY, NOVEMBER, 2010	\$67,283.56	
POLICE PENSION FUND		\$12,768,337.46
AS PER SUMMARY, NOVEMBER, 2010	\$12,768,337.46	
SSA ONE PROJECT FUND		\$51,512.89
AS PER SUMMARY, NOVEMBER, 2010	\$51,512.89	
WATER CAPITAL IMPROVEMENTS FUND		\$147,148.69
AS PER SUMMARY, NOVEMBER, 2010	\$147,148.69	
CAPITAL PROJECT FUND		\$345,200.41
AS PER SUMMARY, NOVEMBER, 2010	\$345,200.41	
2008 BOND FUND		\$119,989.49
AS PER SUMMARY, NOVEMBER, 2010	\$119,989.49	
TOTAL MONIES		\$18,076,366.30

\$179,743.27 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2010

PAGE: 3

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
GENERAL CORPORATE FUND							
01-120-154	IMET	POOLED INVEST		0.35%	600,000.00	AC	N/A
		TOTAL AGENCY CERTIFICATES			\$600,000.00		
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.85%	55,744.33	MM	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		1.24%	2,438,009.26	MM	N/A
01-110-330	COMMUNITY BANK OF WB	MONEY MARKET		0.27%	5,244.55	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.85%	133,455.52	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.19%	170,932.83	MM	N/A
		TOTAL MONEY MARKET			\$2,803,386.49		
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			191,091.86	MV	N/A
		TOTAL MARKET VALUE			\$191,091.86		
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		TOTAL PETTY CASH			\$950.00		
01-110-257	COMMUNITY BANK OF WB	SAVINGS			106,155.50	SV	N/A
		TOTAL SAVINGS			\$106,155.50		
		TOTAL GENERAL CORPORATE FUND			\$3,701,583.85		
		AVERAGE ANNUAL YIELD			1.01 %		
WATER FUND							
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.27%	387,324.18	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.19%	3,910.80	MM	N/A
		TOTAL MONEY MARKET			\$391,234.98		
		TOTAL WATER FUND			\$391,234.98		
		AVERAGE ANNUAL YIELD			0.27 %		
HOTEL/MOTEL TAX FUND							
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.19%	27,710.24	MM	N/A
		TOTAL MONEY MARKET			\$27,710.24		
		TOTAL HOTEL/MOTEL TAX FUND			\$27,710.24		
		AVERAGE ANNUAL YIELD			0.19 %		
MOTOR FUEL TAX FUND							
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.19%	85,701.90	MM	N/A
		TOTAL MONEY MARKET			\$85,701.90		
		TOTAL MOTOR FUEL TAX FUND			\$85,701.90		
		AVERAGE ANNUAL YIELD			0.19 %		

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2010

PAGE: 4

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
T I F SPECIAL REVENUE FUND								
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	370,662.83	MM	N/A
			TOTAL MONEY MARKET			\$370,662.83		
			TOTAL T I F SPECIAL REVENUE FUND			\$370,662.83		
			AVERAGE ANNUAL YIELD			0.19 %		
SSA ONE BOND & INTEREST FUND								
06-110-323		IMET	MONEY MARKET		0.30%	67,283.56	MM	N/A
			TOTAL MONEY MARKET			\$67,283.56		
			TOTAL SSA ONE BOND & INTEREST FUND			\$67,283.56		
			AVERAGE ANNUAL YIELD			0.30 %		
POLICE PENSION FUND								
07-120-344		MBFINANCIAL BANK	FHLB		4.25%	75,280.75	AC	11/15/2010
07-120-334		MBFINANCIAL BANK	FHLB		4.37%	100,000.00	AC	12/20/2010
07-120-388		MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294		MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	AC	04/01/2012
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	AC	04/15/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BLI		2.00%	49,999.50	AC	12/15/2012
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	AC	05/15/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395		MBFINAICIAL BANK	KANE COUNTY FO		4.50%	100,000.00	AC	12/15/2014
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	AC	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-302		MBFINANCIAL BANK	FNMA NOTE		3.05%	150,000.00	AC	08/10/2015
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	AC	01/01/2016
07-120-413		MBFINANCIAL BANK	ROUND LAKE BÉA		4.50%	75,618.00	AC	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	AC	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	9,682.95	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2010

PAGE: 5

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	AC	12/30/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-425		MBFINANCIAL BANK	ARLINGTON HEIGI		3.90%	101,469.00	AC	12/01/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY 00		4.39%	50,050.00	AC	12/01/2018
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	AC	12/01/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	25,528.96	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	AC	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-403		MBFINANCIAL BANK	FHLB		4.65%	50,062.50	AC	03/14/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	45,232.17	AC	06/15/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-400		MBFINANCIAL BANK	CHICAGO IL		6.33%	76,738.50	AC	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-366		MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVI		5.75%	103,199.00	AC	12/15/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	390.92	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	AC	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY		5.50%	106,684.00	AC	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	12,103.57	AC	08/20/2028
TOTAL AGENCY CERTIFICATES						\$5,689,505.18		
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
TOTAL CERTIFICATE OF DEPOSIT						\$100,000.00		
07-120-347		MBFINANCIAL BANK	WARREN TWP		4.00%	102,078.00	MB	01/01/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	24,016.00	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2010

PAGE: 6

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-382	MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372	MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-359	MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL MUNICIPAL BONDS			\$516,398.80		
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			4,970,948.59	MF	N/A
		TOTAL MUTUAL FUNDS			\$4,970,948.59		
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		0.27%	16,479.51	MM	N/A
07-110-322	ILLINOIS FUNDS	MONEY MARKET		0.19%	18.94	MM	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		0.15%	173,062.25	MM	N/A
		TOTAL MONEY MARKET			\$189,560.70		
07-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			923,905.12	MV	N/A
		TOTAL MARKET VALUE			\$923,905.12		
07-120-354	MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-373	MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387	MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.15	TN	11/15/2017
		TOTAL TREASURY NOTES			\$378,019.07		
		TOTAL POLICE PENSION FUND			\$12,768,337.46		
		AVERAGE ANNUAL YIELD			4.36 %		
SSA ONE PROJECT FUND							
08-110-323	IMET	MONEY MARKET		0.27%	51,512.89	MM	N/A
		TOTAL MONEY MARKET			\$51,512.89		
		TOTAL SSA ONE PROJECT FUND			\$51,512.89		
		AVERAGE ANNUAL YIELD			0.27 %		
WATER CAPITAL IMPROVEMENTS FUND							
09-110-322	ILLINOIS FUNDS	MONEY MARKET		0.19%	147,148.69	MM	N/A
		TOTAL MONEY MARKET			\$147,148.69		
		TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$147,148.69		
		AVERAGE ANNUAL YIELD			0.19 %		
CAPITAL PROJECT FUND							
10-110-322	ILLINOIS FUNDS	MONEY MARKET		0.19%	188,989.79	MM	N/A
10-110-325	IMET	MONEY MARKET		0.30%	156,210.62	MM	N/A
		TOTAL MONEY MARKET			\$345,200.41		
		TOTAL CAPITAL PROJECT FUND			\$345,200.41		
		AVERAGE ANNUAL YIELD			0.24 %		

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2010

PAGE: 7

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
2008 BOND FUND								
11-110-323		IMET	MONEY MARKET		0.30%	119,989.49	MM	N/A
			TOTAL MONEY MARKET			\$119,989.49		
			TOTAL 2008 BOND FUND			\$119,989.49		
			AVERAGE ANNUAL YIELD			0.30 %		

GRAND TOTAL INVESTED

\$18,076,366.30

INVESTMENT TYPES

AC	AGENCY CERTIFICATES	MM	MONEY MARKET
CD	CERTIFICATE OF DEPOSIT	MV	MARKET VALUE
CK	CHECKING	PC	PETTY CASH
MB	MUNICIPAL BONDS	SV	SAVINGS
MF	MUTUAL FUNDS	TN	TREASURY NOTES

VILLAGE OF WILLOWBROOK

INVESTMENTS BY FUND (SUMMARY) NOVEMBER 30, 2010

RUN: 12/02/10 12:41PM

PAGE: 8

FUND	INVESTMENTS
GENERAL CORPORATE FUND	3,701,583.85
WATER FUND	391,234.98
HOTEL/MOTEL TAX FUND	27,710.24
MOTOR FUEL TAX FUND	85,701.90
T I F SPECIAL REVENUE FUND	370,662.83
SSA ONE BOND & INTEREST FUND	67,283.56
POLICE PENSION FUND	12,768,337.46
SSA ONE PROJECT FUND	51,512.89
WATER CAPITAL IMPROVEMENTS FUND	147,148.69
CAPITAL PROJECT FUND	345,200.41
2008 BOND FUND	119,989.49
TOTAL INVESTED (ALL FUNDS):	\$18,076,366.30

VILLAGE OF WILLOWBROOK
INVESTMENTS BY TYPE (SUMMARY) NOVEMBER 30, 2010

RUN: 12/02/10 12:41PM

PAGE: 9

TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	6,289,505.18	4.06 %		6,289,505.18
CERTIFICATE OF DEPOSIT	100,000.00	4.20 %		100,000.00
MUNICIPAL BONDS	516,398.80	4.61 %		516,398.80
MUTUAL FUNDS			4,970,948.59	4,970,948.59
MONEY MARKET	4,599,392.18	0.79 %		4,599,392.18
MARKET VALUE			1,114,996.98	1,114,996.98
PETTY CASH			950.00	950.00
SAVINGS			106,155.50	106,155.50
TREASURY NOTES	378,019.07	4.77 %		378,019.07
TOTAL ALL FUNDS	\$11,883,315.23		\$6,193,051.07	\$18,076,366.30

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENT SUMMARY BY INSTITUTION AS OF NOVEMBER 30, 2010

PAGE: 10

INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	3,125,933.34	16,479.51	3,142,412.85
ILLINOIS FUNDS	995,057.08	18.94	995,076.02
IMET	994,996.56		994,996.56
IMET MARKET VALUE CONTRA	191,091.86	923,905.12	1,114,996.98
MBFINACIAL BANK		150,000.00	150,000.00
MBFINAICIAL BANK		100,000.00	100,000.00
MBFINANCIAL BANK		50,050.00	50,050.00
MBFINANCIAL BANK		11,527,883.89	11,527,883.89
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$5,308,028.84	\$12,768,337.46	\$18,076,366.30

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY INSTITUTION AS OF NOVEMBER 30, 2010

PAGE: 11

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		1.24%	2,438,009.26	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.85%	55,744.33	MM	N/A
01-110-330		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	5,244.55	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.85%	133,455.52	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	387,324.18	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	16,479.51	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			106,155.50	SV	N/A
		TOTAL INVESTED				\$3,142,412.85		
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	170,932.83	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	3,910.80	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	27,710.24	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	85,701.90	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	370,662.83	MM	N/A
07-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	18.94	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	147,148.69	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	188,989.79	MM	N/A
		TOTAL INVESTED				\$995,076.02		
01-120-154		IMET	POOLED INVEST		0.35%	600,000.00	AC	N/A
06-110-323		IMET	MONEY MARKET		0.30%	67,283.56	MM	N/A
08-110-323		IMET	MONEY MARKET		0.27%	51,512.89	MM	N/A
10-110-325		IMET	MONEY MARKET		0.30%	156,210.62	MM	N/A
11-110-323		IMET	MONEY MARKET		0.30%	119,989.49	MM	N/A
		TOTAL INVESTED				\$994,996.56		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			191,091.86	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			923,905.12	MV	N/A
		TOTAL INVESTED				\$1,114,996.98		
07-120-302		MBFINANCIAL BANK	FNMA NOTE		3.05%	150,000.00	AC	08/10/2015
07-120-395		MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	AC	12/15/2014
07-120-420		MBFINANCIAL BANK	COOK COUNTY 00		4.39%	50,050.00	AC	12/01/2018
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			4,970,948.59	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	173,062.25	MM	N/A
07-120-344		MBFINANCIAL BANK	FHLB		4.25%	75,280.75	AC	11/15/2010
07-120-334		MBFINANCIAL BANK	FHLB		4.37%	100,000.00	AC	12/20/2010
07-120-347		MBFINANCIAL BANK	WARREN TWP		4.00%	102,078.00	MB	01/01/2011
07-120-388		MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294		MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY INSTITUTION AS OF NOVEMBER 30, 2010

PAGE: 12

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	AC	04/01/2012
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	AC	04/15/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BLI		2.00%	49,999.50	AC	12/15/2012
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	24,016.00	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	AC	05/15/2014
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	AC	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	AC	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	AC	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	AC	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	9,682.95	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	AC	12/30/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.15	TN	11/15/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-425		MBFINANCIAL BANK	ARLINGTON HEIG		3.90%	101,469.00	AC	12/01/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	AC	12/01/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	25,528.96	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	AC	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY INSTITUTION AS OF NOVEMBER 30, 2010

PAGE: 13

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-403		MBFINANCIAL BANK	FHLB		4.65%	50,062.50	AC	03/14/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	45,232.17	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-400		MBFINANCIAL BANK	CHICAGO IL		6.33%	76,738.50	AC	12/01/2021
07-120-366		MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVE		5.75%	103,199.00	AC	12/15/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	390.92	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	AC	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY		5.50%	106,684.00	AC	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	12,103.57	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$11,527,883.89		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$18,076,366.30		

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF NOVEMBER 30, 2010

PAGE: 14

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-120-154		IMET	POOLED INVEST		0.35%	600,000.00	AC	N/A
07-120-344		MBFINANCIAL BANK	FHLB		4.25%	75,280.75	AC	11/15/2010
07-120-334		MBFINANCIAL BANK	FHLB		4.37%	100,000.00	AC	12/20/2010
07-120-388		MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294		MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	AC	04/01/2012
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	AC	04/15/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BLI		2.00%	49,999.50	AC	12/15/2012
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	AC	05/15/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395		MBFINANCIAL BANK	KANE COUNTY FO		4.50%	100,000.00	AC	12/15/2014
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	AC	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-302		MBFINANCIAL BANK	FNMA NOTE		3.05%	150,000.00	AC	08/10/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	AC	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	AC	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	AC	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	9,682.95	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	AC	12/30/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-425		MBFINANCIAL BANK	ARLINGTON HEIGH		3.90%	101,469.00	AC	12/01/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY 00		4.39%	50,050.00	AC	12/01/2018
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	AC	12/01/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	25,528.96	AC	12/18/2018

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF NOVEMBER 30, 2010

PAGE: 15

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	AC	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-403		MBFINANCIAL BANK	FHLB		4.65%	50,062.50	AC	03/14/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	45,232.17	AC	06/15/2019
07-120-306		MBFINANCIAL BANK	FHLB		4.35%	100,468.75	AC	08/05/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-400		MBFINANCIAL BANK	CHICAGO IL		6.33%	76,738.50	AC	12/01/2021
07-120-366		MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVE		5.75%	103,199.00	AC	12/15/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	390.92	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	AC	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY		5.50%	106,684.00	AC	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	12,103.57	AC	08/20/2028
TOTAL INVESTED						\$6,289,505.18		
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-347		MBFINANCIAL BANK	WARREN TWP		4.00%	102,078.00	MB	01/01/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	24,016.00	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
TOTAL INVESTED						\$516,398.80		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			4,970,948.59	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		1.24%	2,438,009.26	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.85%	55,744.33	MM	N/A
01-110-330		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	5,244.55	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.85%	133,455.52	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	387,324.18	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	16,479.51	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	170,932.83	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	3,910.80	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	27,710.24	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	85,701.90	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	370,662.83	MM	N/A
07-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	18.94	MM	N/A

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF NOVEMBER 30, 2010

PAGE: 16

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	147,148.69	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	188,989.79	MM	N/A
06-110-323		IMET	MONEY MARKET		0.30%	67,283.56	MM	N/A
08-110-323		IMET	MONEY MARKET		0.27%	51,512.89	MM	N/A
10-110-325		IMET	MONEY MARKET		0.30%	156,210.62	MM	N/A
11-110-323		IMET	MONEY MARKET		0.30%	119,989.49	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	173,062.25	MM	N/A
		TOTAL INVESTED				\$4,599,392.18		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			191,091.86	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			923,905.12	MV	N/A
		TOTAL INVESTED				\$1,114,996.98		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			106,155.50	SV	N/A
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.15	TN	11/15/2017
		TOTAL INVESTED				\$378,019.07		
		GRAND TOTAL INVESTED				\$18,076,366.30		

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF NOVEMBER 30, 2010

PAGE: 17

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-120-154		IMET	POOLED INVEST		0.35%	600,000.00	AC	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			4,970,948.59	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		1.24%	2,438,009.26	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.85%	55,744.33	MM	N/A
01-110-330		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	5,244.55	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.85%	133,455.52	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	387,324.18	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.27%	16,479.51	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	170,932.83	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	3,910.80	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	27,710.24	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	85,701.90	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	370,662.83	MM	N/A
07-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	18.94	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	147,148.69	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.19%	188,989.79	MM	N/A
06-110-323		IMET	MONEY MARKET		0.30%	67,283.56	MM	N/A
08-110-323		IMET	MONEY MARKET		0.27%	51,512.89	MM	N/A
10-110-325		IMET	MONEY MARKET		0.30%	156,210.62	MM	N/A
11-110-323		IMET	MONEY MARKET		0.30%	119,989.49	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	173,062.25	MM	N/A
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			191,091.86	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			923,905.12	MV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			106,155.50	SV	N/A
07-120-344		MBFINANCIAL BANK	FHLB		4.25%	75,280.75	AC	11/15/2010
07-120-334		MBFINANCIAL BANK	FHLB		4.37%	100,000.00	AC	12/20/2010
07-120-347		MBFINANCIAL BANK	WARREN TWP		4.00%	102,078.00	MB	01/01/2011
07-120-388		MBFINANCIAL BANK	FHLB		4.87%	57,125.20	AC	03/11/2011
07-120-326		MBFINANCIAL BANK	FHLMC		6.00%	200,116.00	AC	06/15/2011
07-120-355		MBFINANCIAL BANK	FFCB		4.25%	63,040.67	AC	07/11/2011
07-120-294		MBFINANCIAL BANK	FHLB		4.88%	61,874.40	AC	11/15/2011
07-120-330		MBFINANCIAL BANK	FNMA		5.37%	68,598.60	AC	11/15/2011
07-120-342		MBFINANCIAL BANK	FHLB		4.88%	139,359.15	AC	11/15/2011
07-120-292		MBFINANCIAL BANK	CD		4.20%	100,000.00	CD	12/12/2011
07-120-291		MBFINANCIAL BANK	BEDFORD PARK		5.00%	50,721.50	MB	12/15/2011
07-120-406		MBFINANCIAL BANK	SOTHERN ILL UNI		2.90%	25,102.50	AC	04/01/2012
07-120-411		MBFINANCIAL BANK	US TREAS INFL I		2.00%	130,325.05	AC	04/15/2012
07-120-418		MBFINANCIAL BANK	KANE COUNTY BLI		2.00%	49,999.50	AC	12/15/2012
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	24,016.00	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	AC	05/15/2014
07-120-354		MBFINANCIAL BANK	US T-NOTE		4.75%	128,530.89	TN	05/15/2014
07-120-407		MBFINANCIAL BANK	FHLB		3.40%	152,676.00	AC	06/17/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-395		MBFINAICIAL BANK	KANE COUNTY FO		4.50%	100,000.00	AC	12/15/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF NOVEMBER 30, 2010

PAGE: 18

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-304		MBFINANCIAL BANK	FHLB		2.75%	200,656.60	AC	03/13/2015
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	AC	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-302		MBFINANCIAL BANK	FNMA NOTE		3.05%	150,000.00	AC	08/10/2015
07-120-338		MBFINANCIAL BANK	MOLINE		5.30%	100,000.00	MB	11/01/2015
07-120-301		MBFINANCIAL BANK	TINLEY PARK BLD		2.85%	49,405.50	MB	12/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	AC	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	AC	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	AC	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	9,682.95	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-300		MBFINANCIAL BANK	COOK COUNTY CC		4.40%	76,092.75	MB	12/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	AC	12/30/2016
07-120-422		MBFINANCIAL BANK	FHLB		3.62%	50,597.80	AC	03/10/2017
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-377		MBFINANCIAL BANK	FHLB		5.56%	74,351.25	AC	06/06/2017
07-120-428		MBFINANCIAL BANK	FNMA		1.50%	100,000.00	AC	08/24/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.15	TN	11/15/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-425		MBFINANCIAL BANK	ARLINGTON HEIGI		3.90%	101,469.00	AC	12/01/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-391		MBFINANCIAL BANK	FHLB		4.50%	49,850.00	AC	02/28/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-420		MBFINANCIAL BANK	COOK COUNTY 00		4.39%	50,050.00	AC	12/01/2018
07-120-417		MBFINANCIAL BANK	PALATINE II		4.30%	50,000.00	AC	12/01/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
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07-120-403		MBFINANCIAL BANK	FHLB		4.65%	50,062.50	AC	03/14/2019
07-120-429		MBFINANCIAL BANK	FFCB		3.87%	52,279.50	AC	05/07/2019
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07-120-430		MBFINANCIAL BANK	FNMA		4.12%	156,285.00	AC	02/24/2020
07-120-400		MBFINANCIAL BANK	CHICAGO IL		6.33%	76,738.50	AC	12/01/2021
07-120-366		MBFINANCIAL BANK	FHLB		5.00%	198,870.00	AC	12/10/2021

VILLAGE OF WILLOWBROOK

RUN: 12/02/10 12:41PM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF NOVEMBER 30, 2010

PAGE: 19

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	49,825.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-423		MBFINANCIAL BANK	FOX RIVER GROVE		5.75%	103,199.00	AC	12/15/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	390.92	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	AC	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY		5.50%	106,684.00	AC	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	12,103.57	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$18,076,366.30		
		GRAND TOTAL INVESTED				\$18,076,366.30		

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 58.33

RUN: 12/02/10 12:42PM

REVENUE REPORT FOR NOVEMBER, 2010

PAGE: 1

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	2,798.03	154,984.99	154,200.00	100.51	-784.99
01-1110	Other Taxes	404,091.63	3,354,659.09	5,578,235.00	60.14	2,223,575.91
01-1120	Licenses	31,790.00	42,505.75	99,770.00	42.60	57,264.25
01-1130	Permits	3,526.79	151,767.52	103,500.00	146.64	-48,267.52
01-1140	Fines	60,479.57	537,104.03	684,400.00	78.48	147,295.97
01-1150	Transfers-Other Funds	34,318.33	240,228.31	411,820.00	58.33	171,591.69
01-1160	Charges & Fees	4,425.75	31,030.75	50,300.00	61.69	19,269.25
01-1170	Park & Recreation Revenue	4,630.65	28,519.89	41,589.00	68.58	13,069.11
01-1180	Other Revenue	28,461.88	196,233.70	362,641.00	54.11	166,407.30
**TOTAL	Operating Revenue	574,522.63	4,737,034.03	7,486,455.00	63.27	2,749,420.97
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	3,382.16	22,222.51	30,000.00	74.08	7,777.49
**TOTAL	Non-Operating Revenue	3,382.16	22,222.51	30,000.00	74.08	7,777.49
***TOTAL	GENERAL CORPORATE FUND	577,904.79	4,759,256.54	7,516,455.00	63.32	2,757,198.46

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 58.33

RUN: 12/02/10 12:42PM

REVENUE REPORT FOR NOVEMBER, 2010

PAGE:

2

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	182,483.94	1,132,687.57	1,940,408.00	58.37	807,720.43
**TOTAL	Operating Revenue	182,483.94	1,132,687.57	1,940,408.00	58.37	807,720.43
<u>Non-Operating Revenue</u>						
02-3100	Other Income	405.05	1,900.85	11,197.00	16.98	9,296.15
02-3200	Charges & Fees	0.00	2,400.00	1,500.00	160.00	-900.00
**TOTAL	Non-Operating Revenue	405.05	4,300.85	12,697.00	33.87	8,396.15
***TOTAL	WATER FUND	182,888.99	1,136,988.42	1,953,105.00	58.21	816,116.58
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	3,986.35	41,641.96	72,000.00	57.84	30,358.04
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	3,986.35	41,641.96	72,000.00	57.84	30,358.04
<u>Non-Operating Revenue</u>						
03-3100	Other Income	2.09	9.56	10.00	95.60	0.44
**TOTAL	Non-Operating Revenue	2.09	9.56	10.00	95.60	0.44
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	3,988.44	41,651.52	72,010.00	57.84	30,358.48
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	54,755.52	170,430.15	214,800.00	79.34	44,369.85
**TOTAL	Operating Revenue	54,755.52	170,430.15	214,800.00	79.34	44,369.85
<u>Non-Operating Revenue</u>						
04-3100	Other Income	26.68	133.98	100.00	133.98	-33.98
**TOTAL	Non-Operating Revenue	26.68	133.98	100.00	133.98	-33.98
***TOTAL	MOTOR FUEL TAX FUND	54,782.20	170,564.13	214,900.00	79.37	44,335.87

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 58.33

RUN: 12/02/10 12:42PM

REVENUE REPORT FOR NOVEMBER, 2010

PAGE:

3

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	3.28	706,628.14	0.00	0.00	-706,628.14
**TOTAL	Operating Revenue	3.28	706,628.14	0.00	0.00	-706,628.14
<u>Non-Operating Revenue</u>						
05-3100	Other Income	50.15	103.02	0.00	0.00	-103.02
**TOTAL	Non-Operating Revenue	50.15	103.02	0.00	0.00	-103.02
***TOTAL	T I F SPECIAL REVENUE FUND	53.43	706,731.16	0.00	0.00	-706,731.16
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	167,284.36	319,040.00	52.43	151,755.64
**TOTAL	Operating Revenue	0.00	167,284.36	319,040.00	52.43	151,755.64
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	16.69	76.95	0.00	0.00	-76.95
**TOTAL	Non-Operating Revenue	16.69	76.95	0.00	0.00	-76.95
***TOTAL	SSA ONE BOND FUND	16.69	167,361.31	319,040.00	52.46	151,678.69
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	42,472.24	318,541.80	552,139.00	57.69	233,597.20
07-1180	Other Revenue	15,181.18	114,656.10	210,000.00	54.60	95,343.90
**TOTAL	Operating Revenue	57,653.42	433,197.90	762,139.00	56.84	328,941.10
<u>Non-Operating Revenue</u>						
07-3100	Other Income	5,071.86	170,139.91	350,000.00	48.61	179,860.09
**TOTAL	Non-Operating Revenue	5,071.86	170,139.91	350,000.00	48.61	179,860.09
***TOTAL	POLICE PENSION FUND	62,725.28	603,337.81	1,112,139.00	54.25	508,801.19
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 58.33

RUN: 12/02/10 12:42PM

REVENUE REPORT FOR NOVEMBER, 2010

PAGE:

4

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
08-3000	Non-Operating Revenue	12.71	75.20	250.00	30.08	174.80
**TOTAL	Non-Operating Revenue	12.71	75.20	250.00	30.08	174.80
***TOTAL	SSA ONE PROJECT FUND	12.71	75.20	250.00	30.08	174.80
<u>WATER CAPITAL IMPROVEMENTS FUND</u>						
<u>Operating Revenue</u>						
09-1000	Operating Revenue	0.00	0.00	34,100.00	0.00	34,100.00
**TOTAL	Operating Revenue	0.00	0.00	34,100.00	0.00	34,100.00
<u>Non-Operating Revenue</u>						
09-3000	Non-Operating Revenue	19.84	126.30	400.00	31.58	273.70
**TOTAL	Non-Operating Revenue	19.84	126.30	400.00	31.58	273.70
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	19.84	126.30	34,500.00	0.37	34,373.70
<u>CAPITAL PROJECT FUND</u>						
<u>Operating Revenue</u>						
10-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
<u>Non-Operating Revenue</u>						
10-3000	Non-Operating Revenue	65.09	441.68	4,000.00	11.04	3,558.32
**TOTAL	Non-Operating Revenue	65.09	441.68	4,000.00	11.04	3,558.32
***TOTAL	CAPITAL PROJECT FUND	65.09	441.68	4,000.00	11.04	3,558.32
<u>2008 BOND FUND</u>						
<u>Operating Revenue</u>						
11-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
<u>Non-Operating Revenue</u>						
11-3000	Non-Operating Revenue	29.71	159,861.37	159,744.00	100.07	-117.37
**TOTAL	Non-Operating Revenue	29.71	159,861.37	159,744.00	100.07	-117.37
***TOTAL	2008 BOND FUND	29.71	159,861.37	159,744.00	100.07	-117.37

PRCT. OF YR: 58.33
RUN: 12/02/10 12:42PM

VILLAGE OF WILLOWBROOK
REVENUE REPORT FOR NOVEMBER, 2010
RECAP BY FUND

PAGE: 5

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>FUND SUMMARY</u>						
1	GENERAL CORPORATE	577,904.79	4,759,256.54	7,516,455.00	63.32	2,757,198.46
2	WATER	182,888.99	1,136,988.42	1,953,105.00	58.21	816,116.58
3	HOTEL/MOTEL TAX	3,988.44	41,651.52	72,010.00	57.84	30,358.48
4	MOTOR FUEL TAX	54,782.20	170,564.13	214,900.00	79.37	44,335.87
5	T I F SPECIAL REVENUE	53.43	706,731.16	0.00	0.00	-706,731.16
6	SSA ONE BOND & INTEREST	16.69	167,361.31	319,040.00	52.46	151,678.69
7	POLICE PENSION	62,725.28	603,337.81	1,112,139.00	54.25	508,801.19
8	SSA ONE PROJECT	12.71	75.20	250.00	30.08	174.80
9	WATER CAPITAL IMPROVEMENTS	19.84	126.30	34,500.00	0.37	34,373.70
10	CAPITAL PROJECT	65.09	441.68	4,000.00	11.04	3,558.32
11	2008 BOND	29.71	159,861.37	159,744.00	100.07	-117.37
	TOTALS ALL FUNDS	882,487.17	7,746,395.44	11,386,143.00	68.03	3,639,747.56

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD & CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	2,363.46	22,273.98	56.67	39,304.00	17,030.02	28.34	78,608.00
01-05-420-3	COMMUNITY RELATIONS	1,091.67	5,076.33	1,015.27	500.00	-4,576.33	507.63	1,000.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	3,455.13	27,350.31	68.71	39,804.00	12,453.69	34.36	79,608.00
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	157.69	2,755.75	21.61	12,750.00	9,994.25	10.81	25,500.00
01-07-440-5	OTHER	5,407.00	5,407.00	51.50	10,500.00	5,093.00	25.75	21,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	5,564.69	8,162.75	35.11	23,250.00	15,087.25	17.55	46,500.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	17,423.09	186,956.87	41.99	445,256.00	258,299.13	20.99	890,512.00
01-10-460-3	DATA PROCESSING	112.00	1,997.61	51.22	3,900.00	1,902.39	25.61	7,800.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	2,785.72	26,943.04	57.47	46,880.00	19,936.96	28.74	93,760.00
01-10-470-2	LEGAL SERVICES	0.00	52,443.70	34.96	150,000.00	97,556.30	17.48	300,000.00
01-10-471-2	FINANCIAL AUDIT	0.00	23,779.75	21.62	110,000.00	86,220.25	10.81	220,000.00
01-10-475-3	COMMUNITY RELATIONS	409.95	2,943.45	55.96	5,260.00	2,316.55	27.98	10,520.00
01-10-480-2	RISK MANAGEMENT	100.00	1,514.00	0.74	204,762.00	203,248.00	0.37	409,524.00
01-10-485-6	CAPITAL IMPROVEMENTS	0.00	1,662.93	22.25	7,475.00	5,812.07	11.12	14,950.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	20,830.76	298,241.35	30.63	973,533.00	675,291.65	15.32	1,947,066.00
<u>PLANNING & ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	3,043.69	23,263.61	52.81	44,048.00	20,784.39	26.41	88,096.00
01-15-515-4	DATA PROCESSING	0.00	2,425.00	97.00	2,500.00	75.00	48.50	5,000.00
01-15-520-2	ENGINEERING	9,925.63	49,148.64	75.04	65,500.00	16,351.36	37.52	131,000.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	621.84	121.22	513.00	-108.84	60.67	1,025.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	12,969.32	75,459.09	65.58	115,061.00	39,601.91	32.79	230,121.00
<u>PARKS & RECREATION DEPT</u>								
01-20-550-3	ADMINISTRATION	6,427.63	48,186.55	51.96	92,735.00	44,548.45	25.98	185,470.00
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	2,084.50	44,991.54	56.69	79,365.00	34,373.46	28.34	158,730.00
01-20-570-4	MAINTENANCE	2,697.89	24,396.18	69.34	35,185.00	10,788.82	34.67	70,370.00
01-20-575-5	SUMMER PROGRAM	0.00	7,616.80	45.62	16,698.00	9,081.20	22.81	33,396.00
01-20-580-5	FALL PROGRAM	1,450.38	2,758.48	35.82	7,700.00	4,941.52	17.91	15,400.00
01-20-585-5	WINTER PROGRAM	994.82	5,474.21	44.29	12,360.00	6,885.79	22.14	24,720.00
01-20-590-5	SPECIAL RECREATION SERVICES	16,764.96	33,529.92	67.74	49,500.00	15,970.08	33.87	99,000.00
01-20-595-6	CAPITAL IMPROVEMENTS	0.00	56,950.44	100.53	56,650.00	-300.44	50.27	113,300.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	30,420.18	223,904.12	63.48	352,693.00	128,788.88	31.74	705,386.00
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	18,050.30	154,868.55	56.80	272,642.00	117,773.45	28.40	545,284.00

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-25-615-3	DATA PROCESSING	7,655.32	22,080.37	76.77	28,760.00	6,679.63	38.39	57,520.00
01-25-620-2	FINANCIAL AUDIT	-200.00	20,500.00	86.13	23,800.00	3,300.00	43.07	47,600.00
01-25-625-6	CAPITAL IMPROVEMENTS	0.00	1,052.17	118.89	885.00	-167.17	59.44	1,770.00
01-25-629-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	FINANCE DEPARTMENT	25,505.62	198,501.09	60.87	326,087.00	127,585.91	30.44	652,174.00
<u>POLICE DEPARTMENT</u>								
01-30-630-4	ADMINISTRATION	324,195.13	2,311,948.26	54.98	4,205,256.00	1,893,307.74	27.49	8,410,512.00
01-30-635-2	BLDG - CONSTRUCTION REMODELING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-30-640-4	DATA PROCESSING	0.00	1,976.45	28.24	7,000.00	5,023.55	14.12	14,000.00
01-30-645-2	RISK MANAGEMENT	143.53	2,643.53	21.15	12,500.00	9,856.47	10.57	25,000.00
01-30-650-4	PATROL SERVICES	199.46	805.95	23.03	3,500.00	2,694.05	11.51	7,000.00
01-30-655-4	INVESTIGATIVE SERVICES	0.00	244.00	19.52	1,250.00	1,006.00	9.76	2,500.00
01-30-660-3	TRAFFIC SAFETY	476.60	2,107.06	46.67	4,515.00	2,407.94	23.33	9,030.00
01-30-665-2	E S D A COORDINATOR	0.00	540.75	97.26	556.00	15.25	48.63	1,112.00
01-30-670-3	CRIME PREVENTION	38.95	1,654.21	30.08	5,500.00	3,845.79	15.04	11,000.00
01-30-675-4	TELECOMMUNICATIONS	21,333.45	170,667.60	66.67	256,001.00	85,333.40	33.33	512,002.00
01-30-680-6	CAPITAL IMPROVEMENTS	0.00	27,171.79	57.52	47,242.00	20,070.21	28.76	94,484.00
01-30-685-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	POLICE DEPARTMENT	346,387.12	2,519,759.60	55.46	4,543,320.00	2,023,560.40	27.73	9,086,640.00
<u>PUBLIC WORKS DEPARTMENT</u>								
01-35-710-4	ADMINISTRATION	18,845.83	152,915.35	55.82	273,965.00	121,049.65	27.91	547,930.00
01-35-715-4	EDP	391.68	2,034.51	63.18	3,220.00	1,185.49	31.59	6,440.00
01-35-720-2	ENGINEERING	13,793.73	19,183.68	41.03	46,750.00	27,566.32	20.52	93,500.00
01-35-725-4	BUILDINGS	732.38	4,122.11	103.05	4,000.00	-122.11	51.53	8,000.00
01-35-730-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-35-735-4	EQUIPMENT REPAIR	820.52	8,325.23	50.61	16,450.00	8,124.77	25.30	32,900.00
01-35-740-3	SNOW REMOVAL	82.38	82.38	0.16	51,160.00	51,077.62	0.08	102,320.00
01-35-745-2	STREET LIGHTING	2,540.06	12,298.21	44.10	27,888.00	15,589.79	22.05	55,776.00
01-35-750-3	STORM WATER IMPROVEMENTS	3,314.62	75,139.33	56.77	132,359.00	57,219.67	28.38	264,718.00
01-35-755-4	STREET MAINTENANCE	14,804.84	65,337.48	52.53	124,384.00	59,046.52	26.26	248,768.00
01-35-760-2	NUSIANCE CONTROL	0.00	30,324.32	100.31	30,231.00	-93.32	50.15	60,462.00
01-35-765-6	CAPITAL IMPROVEMENTS	0.00	757.21	122.13	620.00	-137.21	61.07	1,240.00
01-35-770-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PUBLIC WORKS DEPARTMENT	55,326.04	370,519.81	52.11	711,027.00	340,507.19	26.06	1,422,054.00
<u>BUILDING AND ZONING DEPT</u>								
01-40-810-4	GENERAL MANAGEMENT	12,093.82	85,679.40	57.74	148,397.00	62,717.60	28.87	296,794.00
01-40-815-4	EDP	18.00	18.00	0.71	2,550.00	2,532.00	0.35	5,100.00
01-40-820-2	ENGINEERING	2,628.65	36,154.59	76.11	47,500.00	11,345.41	38.06	95,000.00
01-40-825-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-40-830-1	INSPECTION SERVICES	3,095.00	17,491.25	67.27	26,000.00	8,508.75	33.64	52,000.00
01-40-835-6	CAPITAL IMPROVEMENTS	0.00	621.84	121.22	513.00	-108.84	60.67	1,025.00
01-40-840-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BUILDING AND ZONING DEPT	17,835.47	139,965.08	62.22	224,960.00	84,994.92	31.11	449,919.00
<u>PLAN COMMISSION</u>								
01-45-845-1	PERSONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-45-846-3	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-45-847-3	HEARINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-45-848-2	PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
GENERAL CORPORATE FUND

PRCT. OF YR: 58.33
RUN: 12/02/10 12:43PM

PAGE: 3

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	518,294.33	3,861,863.20	52.83	7,309,735.00	3,447,871.80	26.42	14,619,468.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010

PRCT. OF YR: 58.33

RUN: 12/02/10

12:43PM

WATER FUND

PAGE:

4

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER DEPARTMENT</u>								
02-50-401-4	ADMINISTRATION	21,540.79	163,671.86	57.92	282,594.00	118,922.14	28.96	565,188.00
02-50-405-2	ENGINEERING	0.00	0.00	0.00	5,150.00	5,150.00	0.00	10,300.00
02-50-410-5	INTERFUND TRANSFERS	34,318.33	291,346.31	58.08	501,636.00	210,289.69	29.04	1,003,272.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02-50-417-4	EDP	0.00	5,657.50	38.62	14,650.00	8,992.50	19.31	29,300.00
02-50-420-5	WATER PRODUCTION	70,784.54	487,940.94	59.04	826,478.00	338,537.06	29.52	1,652,956.00
02-50-425-4	WATER STORAGE	0.00	1,526.70	26.55	5,750.00	4,223.30	13.28	11,500.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	18,732.93	50,002.22	80.64	62,005.00	12,002.78	40.32	124,010.00
02-50-435-4	METERS & BILLING	0.00	3,168.80	18.52	17,110.00	13,941.20	9.26	34,220.00
02-50-440-6	CAPITAL IMPROVEMENTS	0.00	972.10	3.26	29,805.00	28,832.90	1.63	59,610.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	164,240.00	100.00	164,240.00	0.00	50.00	328,480.00
**TOTAL	WATER DEPARTMENT	145,376.59	1,168,526.43	61.20	1,909,418.00	740,891.57	30.60	3,818,836.00
***TOTAL	WATER FUND	145,376.59	1,168,526.43	61.20	1,909,418.00	740,891.57	30.60	3,818,836.00

PRCT. OF YR: 58.33

RUN: 12/02/10

12:43PM

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
HOTEL/MOTEL TAX FUND

PAGE:

5

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	1,000.00	7,901.76	54.49	14,500.00	6,598.24	27.25	29,000.00
03-53-435-3	PUBLIC RELATIONS & PROMOTION	1,014.62	15,899.00	30.00	53,000.00	37,101.00	15.00	106,000.00
03-53-436-3	SPECIAL EVENTS	0.00	0.00	0.00	4,500.00	4,500.00	0.00	9,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	2,014.62	23,800.76	33.06	72,000.00	48,199.24	16.53	144,000.00
***TOTAL	HOTEL/MOTEL TAX FUND	2,014.62	23,800.76	33.06	72,000.00	48,199.24	16.53	144,000.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
MOTOR FUEL TAX FUND

PRCT. OF YR: 58.33

RUN: 12/02/10

12:43PM

PAGE:

6

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	165,759.02	185,104.00	84.91	218,000.00	32,896.00	42.46	436,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	165,759.02	185,104.00	84.91	218,000.00	32,896.00	42.46	436,000.00
***TOTAL	MOTOR FUEL TAX FUND	165,759.02	185,104.00	84.91	218,000.00	32,896.00	42.46	436,000.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
T I F SPECIAL REVENUE FUND

PRCT. OF YR: 58.33

RUN: 12/02/10 12:43PM

PAGE: 7

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	1,200.00	52,033.91	0.00	0.00	-52,033.91	0.00	0.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	292,166.09	0.00	0.00	-292,166.09	0.00	0.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	T I F SPECIAL REVENUE FUND	1,200.00	344,200.00	0.00	0.00	-344,200.00	0.00	0.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
SSA ONE BOND FUND

PRCT. OF YR: 58.33

RUN: 12/02/10 12:43PM

PAGE: 8

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>SSA BOND</u>								
06-60-550-4	DEBT SERVICE	0.00	107,020.00	33.54	319,040.00	212,020.00	16.77	638,080.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	107,020.00	33.54	319,040.00	212,020.00	16.77	638,080.00
***TOTAL	SSA ONE BOND FUND	0.00	107,020.00	33.54	319,040.00	212,020.00	16.77	638,080.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
POLICE PENSION FUND

PRCT. OF YR: 58.33

RUN: 12/02/10 12:43PM

PAGE: 9

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	30,648.01	204,338.39	54.98	371,663.00	167,324.61	0.00	0.00
***TOTAL	POLICE PENSION FUND	30,648.01	204,338.39	54.98	371,663.00	167,324.61	0.00	0.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
SSA ONE PROJECT FUND

PRCT. OF YR: 58.33
RUN: 12/02/10 12:43PM

PAGE: 10

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>BUILDING AND ZONING DEPT</u>								
08-40-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BUILDING AND ZONING DEPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>SSA ONE PROJECT</u>								
08-63-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08-63-445-6	PUBLIC IMPROVEMENTS	0.00	0.00	0.00	51,657.00	51,657.00	0.00	103,314.00
08-63-555-7	SSA ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA ONE PROJECT	0.00	0.00	0.00	51,657.00	51,657.00	0.00	103,314.00
***TOTAL	SSA ONE PROJECT FUND	0.00	0.00	0.00	51,657.00	51,657.00	0.00	103,314.00

PRCT. OF YR: 58.33

RUN: 12/02/10

12:43PM

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
WATER CAPITAL IMPROVEMENTS FUND

PAGE: 11

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER CAPITAL IMPROVEMENTS</u>								
09-65-405-2	WATER CAPITAL IMPROV FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-440-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	35,000.00	35,000.00	0.00	70,000.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	0.00	0.00	0.00	35,000.00	35,000.00	0.00	70,000.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	0.00	0.00	35,000.00	35,000.00	0.00	70,000.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
CAPITAL PROJECT FUND

PRCT. OF YR: 58.33

RUN: 12/02/10 12:43PM

PAGE: 12

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>CAPITAL PROJECTS</u>								
10-68-430-5	CAPITAL PROJECTS FUND	0.00	108,625.76	100.00	108,626.00	0.24	50.00	217,252.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	7,338.40	8,049.18	80.49	10,000.00	1,950.82	40.25	20,000.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	428.00	0.00	0.00	-428.00	0.00	0.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	7,338.40	117,102.94	98.72	118,626.00	1,523.06	49.36	237,252.00
***TOTAL	CAPITAL PROJECT FUND	7,338.40	117,102.94	98.72	118,626.00	1,523.06	49.36	237,252.00

PRCT. OF YR: 58.33

RUN: 12/02/10

12:43PM

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR NOVEMBER, 2010
2008 BOND FUND

PAGE: 13

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
***TOTAL	2008 BOND FUND	0.00	39,871.88	24.96	159,744.00	119,872.12	12.48	319,488.00
<u>FUND SUMMARY</u>								
1	GENERAL CORPORATE	518,294.33	3,861,863.20	52.83	7,309,735.00	3,447,871.80	26.42	14,619,468.00
2	WATER	145,376.59	1,168,526.43	61.20	1,909,418.00	740,891.57	30.60	3,818,836.00
3	HOTEL/MOTEL TAX	2,014.62	23,800.76	33.06	72,000.00	48,199.24	16.53	144,000.00
4	MOTOR FUEL TAX	165,759.02	185,104.00	84.91	218,000.00	32,896.00	42.46	436,000.00
5	T I F SPECIAL REVENUE	1,200.00	344,200.00	0.00	0.00	-344,200.00	0.00	0.00
6	SSA ONE BOND & INTEREST	0.00	107,020.00	33.54	319,040.00	212,020.00	16.77	638,080.00
7	POLICE PENSION	30,648.01	204,338.39	54.98	371,663.00	167,324.61	0.00	0.00
8	SSA ONE PROJECT	0.00	0.00	0.00	51,657.00	51,657.00	0.00	103,314.00
9	WATER CAPITAL IMPROVEMENTS	0.00	0.00	0.00	35,000.00	35,000.00	0.00	70,000.00
10	CAPITAL PROJECT	7,338.40	117,102.94	98.72	118,626.00	1,523.06	49.36	237,252.00
11	2008 BOND	0.00	39,871.88	24.96	159,744.00	119,872.12	12.48	319,488.00
	TOTALS ALL FUNDS	870,630.97	6,051,827.60	57.28	10,564,883.00	4,513,055.40	29.69	20,386,438.00

VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL SALES AND USE TAXES

		MONTH				
MONTH DIST	SALE MADE	FISCAL YEAR				
		06-07	07-08	08-09	09-10	10-11
MAY	FEB	\$182,680	\$196,248	\$230,603	\$216,102	\$223,555
JUNE	MAR	\$211,605	\$212,513	\$254,996	\$252,558	\$281,024
JULY	APR	\$244,002	\$218,275	\$250,123	\$239,611	\$259,844
AUG	MAY	\$260,808	\$256,375	\$303,260	\$278,006	\$284,173
SEPT	JUNE	\$254,830	\$270,220	\$294,396	\$284,544	\$314,663
OCT	JULY	\$236,588	\$231,584	\$277,421	\$269,750	\$276,383
NOV	AUG	\$232,607	\$231,838	\$265,822	\$267,033	\$279,375
DEC	SEPT	\$238,039	\$229,820	\$263,557	\$253,713	
JAN	OCT	\$215,032	\$233,691	\$238,194	\$236,393	
FEB	NOV	\$234,989	\$258,730	\$290,210	\$253,516	
MARCH	DEC	\$279,998	\$344,175	\$313,051	\$339,352	
APRIL	JAN	\$207,236	\$224,731	\$216,559	\$193,834	
TOTAL		\$2,798,415	\$2,908,200	\$3,198,192	\$3,084,413	\$1,919,019
MONTHLY AVE		\$233,201	\$242,350	\$266,516	\$257,034	\$274,146

YEAR TO DATE LAST YEAR : \$1,807,605

YEAR TO DATE THIS YEAR : \$1,919,019

DIFFERENCE : \$111,414

PERCENTAGE OF INCREASE :

6.16%

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$3,121,250

PERCENTAGE OF YEAR COMPLETED : 58.33%

PERCENTAGE OF REVENUE TO DATE : 61.48%

PROJECTION OF ANNUAL REVENUE : \$3,274,524

EST. DOLLAR DIFF ACTUAL TO BUDGET \$153,274

EST. PERCENT DIFF ACTUAL TO BUDGET 4.9%

12/02/2010

VILLAGE OF WILLOWBROOK

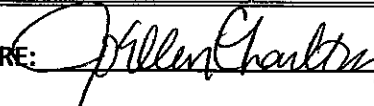
BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Plan Commission Recommendation—District 86 Special Use Willowbrook-Square (Receive)

AGENDA NO. 4e**AGENDA DATE:** 12/13/10

STAFF REVIEW: Jo Ellen Charlton,
Planning Consultant

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)

District 86 is requesting conditional use approval to operate a transitional services center to service disabled students in the district as required by law in two units (2,400 square feet total) in the eastern building of the existing Willowbrook Square shopping center. This center is located on the north side of 63rd, west of Route 83.

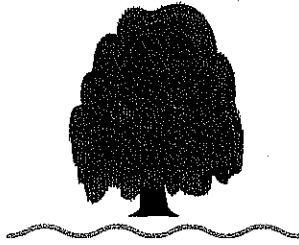
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The Plan Commission held the public hearing and made a recommendation to approve the relief requested with this petition at their December 1, 2010 meeting. A copy of their referral letter is attached. Also attached is the staff report which provides details reviewed by the Plan Commission as well as a summary of their discussion. Generally, Plan Commission members were supportive the district's mission and of the relief requested, although there was considerable discussion about transportation to and from the center by busses and other vehicles, and parking.

The Plan Commission recommends approval of the requested relief with the conditions included in their referral letter. Because there is only one meeting in December, it has been the Village's practice to receive and consider cases that occur on the Board's December agenda. Therefore, an Ordinance is included on the Agenda under New Business for the Board's consideration.

ACTION PROPOSED:

Receive Plan Commission Recommendation



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Umberto Davi

Terrence Kelly

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

MEMO TO: Robert Napoli, Village President
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: December 1, 2010

SUBJECT: Zoning Hearing Case 10-10: Hinsdale High School District 86
Transition Center, 14-106 W. 63rd Street, Special Use Permit

At the meeting of the Plan Commission held on December 1, 2010, the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, and the staff report prepared for the December 1, 2010 Plan Commission meeting, the Plan Commission recommends that the President and Village Board adopt the Findings of Fact included in the staff report, and approve Zoning Hearing Case Number 10-10, authorizing a special use for a school in spaces 38 and 42 of the Willowbrook Square Shopping Center (1,200 square feet) subject to the following conditions:

1. The delivery and pick up of student to and from the site is allowed by passenger vehicles, taxis, and small busses with capacity not to exceed 15
2. Busses shall be allowed on the site only for purposes of picking up and dropping off students. As no time shall any bus be permitted to park anywhere on the site. Busses must leave the site immediately after delivering students to the site. Busses waiting to pick up students shall be staged for no longer than is necessary for loading students.

ROLL CALL: AYES: Commissioners DelSarto, Remkus, Baker, Vice Chairman Wagner and Chairman Kopp; ABSENT: Commissioner Soukup.

MOTION DECLARED CARRIED

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

DK/jp

VILLAGE OF WILLOWBROOK

STAFF REPORT TO THE VILLAGE BOARD

Meeting Date:	December 13, 2010: Receive Plan Commission Recommendation and Consider Ordinance		
	Because there is only one meeting in December, it has been the Village Board's practice to both receive the Plan Commission's recommendation (Omnibus Vote) AND consider an ordinance (New Business) at the same meeting.		
Prepared By:	Jo Ellen Charlton, AICP, Consulting Planner		
Case Title:	Zoning Hearing Case 10-10: Hinsdale High School District 86 – Transition Center		
Petitioner:	Hinsdale High School District 86 550 Grant Street Hinsdale, IL 60521		
Action Requested by Applicant:	Approval of an amendment to the Special Use granted by Ordinance No. 86-O-28 and as amended in Ordinance No 87-O-29, to authorize a Special Use Permit for a School in the Willowbrook Square Shopping Center, zoned B-2 and as authorized by Section 9-6-B-2-8 and 9-6-B-2-9 of the Willowbrook Zoning Ordinance.		
Location:	Willowbrook Square Shopping Center 14-106 W. 63 rd Street Willowbrook, IL 60527		PIN: 09-14-300-022
Property Size:	3.2 Acres or 139,520 square feet		
Existing Zoning/Use:	B-2 with Special Use for PUD and Special Use Permits for Restaurants and a Commercial School		
Proposed Zoning/Use:	Add Special Use to allow for School to be used as a Transition Center/Trade School for District 86 students.		
Surrounding Land Use:	Use	Zoning	
	North	Lake/Vacant Land	B-2
	South	Hinsdale Lake Commons Shopping Center	B-2 w/ SUP
	East	Ruth Lake	Unincorporated
	West	Stanhope Square Condos	R-5
Documents Attached:	1. Application 2. Legal Description and Ownership 3. Petitioner's Responses to Standards 4. Description for Transition Program 5. Interior Plan 6. Alta Survey 7. Support Letter from Helene Cox received 11/19/10		
Requested Action:	Consider Plan Commission's recommendation. Staff also recommends approval of the attached ordinance.		

Site Description:

The property is located just west of the bank located on the northwest corner of 63rd and Route 83. The site is improved with a 27,596 square foot multi-tenant shopping center that includes a variety of permitted and special uses.

Background:

The Willowbrook Square Shopping center was approved in 1986 as a PUD for the operation of a shopping center and office development. Amendments to the PUD were approved in 1987. Subsequent amendments have been made to authorize special use tenants, including restaurants and a commercial school.

Staff Analysis:

Appropriateness of Use:

Schools – commercial, business, trade, music and dance are permitted special uses within the B-2 district. The proposed user is District 86, who intends to use the space for transition services, which are a coordinated set of activities for students with disabilities that are designed to promote movement from school to post-school activities. Activities include postsecondary education, vocational training, integrated employment, supported employment, continuing and adult education, adult services, independent living or community participation. The goal of this program is to expand independence, self-advocacy, employment and social community integration of these students.

The proposed location for this use is in adjoining spaces 38 and 42, which are the first two western-most spaces in the east building. Total space to be used is 2,400 square feet. A copy of the proposed interior layout is attached.

The district has identified 35 students for this program. They will be supported by a vocational coordinator, and four full time teachers. The program also includes teacher assistants who serve as job coaches and instructional assistants. Not all students would be at this location at the same time. Some students may have jobs or attend classes at College of DuPage. Access to the site would be accommodated by a combination of one small bus, and possibly three to four taxis. Some parents transport students as well. Scheduling of smaller groups of students at the site for instruction is done to accommodate students' needs and individualized schedules.

Parking:

According to the attached Alta Survey, the shopping center contains 27,596 square feet of tenant space and has 150 parking spaces. When multi-user shopping centers are constructed, it is generally not known what tenants will occupy each space. Therefore, shopping centers are usually built with parking requirements based on the size of the center. For a shopping center this size, the Zoning Ordinance requires four (4) spaces for every one thousand (1,000) square feet. Based on this requirement, 110 parking spaces would be required. Another common way to measure parking, particularly when special uses are involved, is to add together the sum of all individual parking requirements, assuming the center is full or nearly full.

The table below shows a breakdown of all units in the center. The size of each unit, parking requirement, and the number of spaces required for each user (excluding District 86) is shown. The total parking required for the center (before District 86) is 154 spaces, which is already more than the 150 spaces provided. This does not necessarily mean a particular user should be denied or that variations are necessary. Rather, it means that there should be a full understanding of the unique parking requirements of the special use being considered as they relate to the needs of other users in the center.

Business/Unit	Area	Parking Reqs.	Spaces
Oriental Restaurant	1180	1/100	12
Shoe Repair	1202	1/250	5
Dog Wash	1205	1/250	5
		1/50 waiting+	
PhysicalScience Institutute	1202	1.5/treatment	
PhysicalScience Institutute	1202		16
Pet Clinic	1202	1/50 sqft lobby+1.5/exam	6
Back Care	1199	1/50 sqft lobby+1.5/exam	9
Allergy and Asthma	1226	1/50 sqft lobby+1.5/exam	6
Family Health Care	1221	1/50 sqft lobby+1.5/exam	6
Hair Design	1194	1/200	6
Printing	1204	1/250	5
Podiatry	1195	1/50 sqft lobby+1.5/exam	7
Cleaners	1186	1/250	5
Tutor	1197		6
Tutor	1199		6
Dist 86 (Proposed)	1201		0
Dist 86 (Proposed)	1197		0
Dentist	1201		8
Jewelers	1201	1/250	5
HR Block	1199	1/225	5
Bernards	1201	1/100	12
Bernards	1201	1/100	12
Bernards	1176	1/100	12
TOTAL SPACES REQUIRED			154
TOTAL SPACES PROVIDED			150

As indicated in the table above, District 86's addition to this center would fill this center. The Zoning Ordinance specifies parking requirements for the proposed school as "1 parking space for each 2 employees, plus 1 parking space for each 3 students in accordance with designed seating capacity." Based on this requirement, 2.5 spaces are needed for employees based on the five anticipated employees. The District has also indicated there are 35 students

eligible for this program, but has also indicated that not all students are accommodated in the space at one time. Additionally, these students do not drive to this site. Instead, they are brought to the site by small bus, taxi, or other drivers, meaning parking might arguably only be required for employees. "Seating capacity" as defined by the Zoning Ordinance is also difficult to determine because, as the attached proposed floor plan indicates, this will not be utilized in a traditional classroom type setting. Instead, there is a mix of "open area" seating to accommodate 16 people, 2 therapy rooms, a conference room for up to 10 people, a kitchen and a lobby, in addition to the staff offices. Staff recommends a liberal parking requirement of 12 spaces, assuming a "seating capacity" of 28 student and 5 employees. This parking requirement also matches the parking that was required for the other commercial school in the center which occupies that same amount of square footage. Realistically, during most times, parking will likely amount to the number of teachers and assistants that are on site at any given time, with some parking required for drop offs, meetings, etc. A requirement of 12 spaces appears reasonable, and based on observations of the parking occupancy at this location, there appears to be adequate supply to accommodate these 12 additional spaces.

Hours of Operation:

This space will be occupied according to the District 86 calendar. Therefore, the space will operate during a normal school hour schedule, and will be closed during holidays.

Transportation:

Students are transported to the site a variety of ways. The District has indicated that some students will be transported via a small bus, some students will arrive by taxi, and some will be driven to the site by other people. In all cases, it is expected that students will be dropped off at or near the door, with no need to park.

The use of busses on the site should be well understood and regulated. The District should specify the maximum size of bus that will be used to transport students to the site, how the bus will circulate in the site, and that there is no intent for the bus to remain or park on the site for any length of time. Assuming the intent is to use the small busses that contain no more than eight (8) seats, they are comparable in size to a UPS truck and therefore should be able to maneuver the site adequately. It is recommended that busses maneuver into the site utilizing the immediate right turn into the eastern parking area, then continuing through the lot past Bernards, then stopping in the area between the two commercial buildings only long enough to allow students to get off or on the bus. In order to ensure no parking or storage of busses on the property, staff is recommending a condition that restricts busses from parking or staging anywhere on the site except for dropping off and picking up students.

Recommendation: Staff recommends approval of the relief requested.

Plan Commission

Public Hearing/Discussion:

The Plan Commission discussed this petition at their December 1, 2010 meeting. At the meeting, the following members were in attendance: Baker, DelSarto, Remkus, Wagner, and Chairman Kopp. Soukup was absent

Joyce Powell described the Community Based Transition Program for the Plan Commission. She stated its purpose is to acclimate students with various disabilities to the community for their life beyond school. By law, schools are required to offer this service to students within its boundaries until a student's 22nd birthday. The current program is accommodated in the individual schools, but can be ineffective because it is harder to integrate students to the community. They are excited about this location within the community and the opportunities for employment and learning life skills that it will provide. The location is central to both Hinsdale South and Hinsdale Central and is conveniently located in the center of the shopping center in the last two remaining units to be leased.

Ms. Powell went on to state that not all of the projected 35 students are expected to be in the space at one time. Some students, escorted by job coaches, go to work in part-time jobs in nearby businesses or attend classes at College of DuPage for part of the day.

In response to a question from Chairman Kopp, Ms. Powell clarified that these students, including the ones that have already spent four years in high school, currently learn these skills within the existing high schools, which is proving to be ineffective. She also clarified that both of the District's high schools (Central and South) would feed into this center.

With regard to questions about parking, Ms. Powell stated that except for the rare open houses or parent meetings, parking would be required mostly just for the staff at the site, and that the use would follow the school calendar. Full time staff would include four full time teachers and one coordinator who would be expected to come and go between the hours of 7AM and 5PM. Assistants would come and go to the site depending on student work schedules and needs. Students would be dropped off and picked up between the hours of 8AM and 3PM.

Commissioner Baker stated his support for the program in general because it is the last chance to offer services to this group of people.

Jeff Eagan, also with District 86, discussed transportation. He stated that smaller busses, accommodating no more than seventeen (17) passengers and one (1) driver would utilize the site to deliver those students who come to the center at the beginning of the day and leave the site at the end of the day, just like normal bus service. Students arriving after jobs, or when coming to or from

classes at COD may be driven by parents, or may arrive in larger passenger vehicles such as vans or Suburbans.

Commissioner Wagner questioned staff whether there was concern about utilizing retail space for non-retail uses. Staff responded that while that is a concern given the community's dependence on sales tax, the Zoning Ordinance permits certain non-retail uses as permitted or conditional uses. The only way to limit non-retail uses would be to amend the ordinance to restrict them in certain business districts.

Members from the public provided the following testimony:

Mr. Herman Betterman, an existing tenant in the eastern building for over 20 years expressed concern about parking. He indicated that the eastern building has up to 30 employees, while there are only 40 parking spaces on the east side of the main drive. He testified that at times, this part of the lot is 100 percent occupied. There was additional discussion about how some uses generate unexpected parking, like the other tutoring business in the west building. In some of those cases, parents drop off their child, but stay parked in the lot while reading a book for the hour their child is being tutored. In some cases, these people park in locally restricted spots and can be indignant if they are asked to move. Commissioner Wagner asked whether a condition could be added requiring employees to park in farther spots in the west parking lot area. Dave Froberg, applicant and manager of the shopping center addressed this question. He indicated that his company built the center and that over the years, shared parking between this center and the office building have been memorialized in actual agreements. He went on to say that while they can try to persuade employers and employees to do the right thing, they cannot assign parking. In his twenty-five years of managing the center, he stated there have been very few problems that haven't been effectively managed by common courtesy. The Plan Commission acknowledged that it would be difficult to enforce any written condition in an ordinance. Mr. Froberg went on to comment that District 86's location in the eastern building was compatible given their limited need for parking, and the limited needs of the dentist, who was only open 2 days week and Saturday, and H&R block, who is only open approximately 90 days out of the year. Both of these uses share space in the eastern building. The biggest user of parking in the eastern building was Bernard's, however some of their users park in spaces immediately east of the building on the office center property.

Sue Berglund, a local resident, expressed concern about crossing signal and cross walk from Willowbrook Square to the Hinsdale Lake Commons shopping center across the street. She commented that the signal timing is too short to allow her and her mother adequate time to cross the street. She anticipates this will also be a problem for the School if they use the crosswalk to access jobs across the street, or use the crosswalk as a learning opportunity for the students. She stated that she has made this request to the County (who has jurisdiction over 63rd) and the State (who has jurisdiction of Route 83) in the

past, but because the two signals are interconnected, they have not been able to modify the signal. Staff indicated they would inquire into the modification further.

Ollie Wagner asked whether more parking spaces could be added if parking became a problem as a result of the use. Mr. Froberg responded that the center was built to accommodate more parking spaces than required, and that by every right, the 2,400 square foot space was entitled to 12 spaces based on the designed capacity. Because of the reasons he had stated earlier about the type and distribution of uses, he was confident parking would not be a problem. He went on to say that the site was built out to capacity and that there was no room to add more parking.

The following motion from Remkus was seconded by Wagner and approved by a unanimous voice vote of the members present:

Based on the submitted petition and testimony presented, and the staff report prepared for the December 1, 2010 Plan Commission meeting, the Plan Commission recommends that the President and Village Board adopt the Findings of Fact included in the staff report, and approve Zoning Hearing Case Number 10-10, authorizing a special use for a school in spaces 38 and 42 of the Willowbrook Square Shopping Center (2,400 square feet) subject to the following conditions:

- 1. The delivery and pick up of student to and from the site is allowed by passenger vehicles, taxis, and small busses with capacity not to exceed 15 students (to be defined by District 86 at the hearing)*
- 2. Busses shall be allowed on the site only for purposes of picking up and dropping off students. At no time shall any bus be permitted to park anywhere on the site. Busses must leave the site immediately after delivering students to the site. Busses waiting to pick up students shall be staged for no longer than is necessary for loading students.*

FINDINGS OF FACT

Willowbrook Square Shopping Center
14-106 W. 63rd Street

STANDARDS FOR SPECIAL USES – School

- A. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The proposed use can be accommodated on the site. Access to the site and to the store location can be accomplished by either small bus, taxi, or other automobiles, which can adequately maneuver the site. Students do not drive to the site, and there is adequate parking to accommodate up to five full time employees, as well as the occasional additional assistants and other visitors to the site.

- B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The property located immediately east is part of the same PUD. The use is compatible and complimentary to existing uses in the area.

- C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

All surrounding properties are already improved with compatible developments, so this special use will not impede orderly development.

- D. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

The shopping center has been designed to provide adequate circulation for vehicular and emergency traffic and adequate utilities, access roads, drainage and/or other necessary facilities.

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The shopping center has been designed to provide adequate ingress and egress to minimize traffic congestion in the public street if circulation and parking complies with the conditions recommended.

- F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

This shopping center has 150 existing parking spaces, which complies with the parking requirement of 1 parking space for every 1,000 square feet for shopping centers. The parking requirement that results when the individual users' requirements are added is 154 before counting any use in the vacant spot proposed to be used by District 86. Based on the mix of uses and observation, the Plan Commission finds that the additional parking generated by the proposed use is acceptable and can be readily accommodated in by the Shopping Center.

- G. Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

No petitions requesting special uses have been denied within the last year for this property.

The Village of WILLOWBROOK

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

Village President
Gary Pretzer

Village Clerk
Leroy R. Hansen

Village Trustees
Dennis Baker
Michael Brown
Michael Misteale
Timothy McMahon
Robert Napoli
Paul Schoenbeck

APPLICATION FOR PLANNING REVIEW

NAME OF PROJECT: HINSDALE HIGH SCHOOL DIST 86 - TRANSITION CENTER
NAME OF APPLICANT(S): HINSDALE HIGH SCHOOL DIST. 86
ADDRESS: 5500 GRANT ST.
CITY, STATE, ZIP: HINSDALE IL 60521 TELEPHONE: 630-655-6100 FAX: 630-325-9153
NAME OF PROPERTY OWNER(S): HINSDALE BANK & TRUST T/U/T DATED 1-8-91
ADDRESS: TRUST # 99-001 C/O STEPHEN PAPPAS 6762 S. Rte 8
CITY, STATE, ZIP: WILLOWBROOK TELEPHONE: 630-654-7985 FAX: #302

APPLICATION SUBMITTED FOR: (check all that apply)

Site Plan Review

☐

Preliminary Plat of Subdivision

☐

Final Plat Subdivision

☐

Preliminary PUD

☐

Final PUD

☐

Annexation

☐

Annexation Agreement

☐

Special Use Permit

☒

Map Amendment (Rezoning)

☐

Text Amendment

☐

Variation

☐

SITE INFORMATION:

COMMON ADDRESS OR DISTANCE IN FEET & DIRECTION OF SUBJECT PROPERTY FROM CLOSEST STREET INTERSECTION:

14-106 W. 63RD ST. WILLOWBROOK IL.

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: _____

LEGAL DESCRIPTION: ATTACH LEGAL DESCRIPTION TYPED ON SEPARATE 8.5 X 11" PAGE(S) AND SUBMIT A DIGITAL COPY.

AREA OF SUBJECT PROPERTY IN ACRES: 3.5

CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: BZ

CURRENT USE OF SUBJECT PROPERTY: BZ

PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY: BZ SPL USE

PROPOSED USE OF SUBJECT PROPERTY: TRANSITION CENTER FOR H.S. DIST 68

PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY: ATTACHED

ADJACENT PROPERTIES

CURRENT ZONING

LAND USE

NORTH OF SITE

R2

CONDO

SOUTH OF SITE

B2

SHOP CENTER

EAST OF SITE

B2

GOLF COURSE

WEST OF SITE

R2

CONDO

UTILITIES - PROVIDE INFORMATION ON LOCATION, SIZE AND OWNERSHIP OF UTILITIES

WATER

LOCATION:

ON SITE

SIZE:

8"

OWNERSHIP:

WILLOWBROOK

SANITARY SEWER

LOCATION:

ON SITE

SIZE:

10"

OWNERSHIP:

WILLOWBROOK

STORM SEWER

LOCATION:

ON SITE

SIZE:

VARIOUS

SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY

ELEMENTARY SCHOOL DISTRICT:

MAERCKER SCHOOL DIST 60

JUNIOR HIGH SCHOOL DISTRICT:

MAERCKER SCHOOL DIST 60

HIGH SCHOOL DISTRICT:

HINSDALE DIST 86

FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY

FIRE DISTRICT:

TRI-STATE

DISTANCE TO FIRE STATION:

3/4 MILE

CONSULTANTS

NAME OF ATTORNEY OR AGENT:

DAVID FROBERG

ADDRESS:

6262 S. RTE 83 #302

CITY, STATE, ZIP:

WILLOWBROOK

TELEPHONE:

630 -

FAX:

654-7985

NAME OF ENGINEER:

N/A

ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

FAX:

NAME OF ARCHITECT:

DAVID SCHMIDT

ADDRESS:

4906 MAIN ST LISLE

CITY, STATE, ZIP:

LISLE 60532

TELEPHONE:

630-968-2510

FAX:

630-968-2620

NAME OF LANDSCAPE ARCHITECT:

ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

FAX:

With the submittal of this application, I hereby request that the President and Board of Trustees of the Village of Willowbrook grant approval of this application and/or development as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Property Owner(s):

Froberg Heend

Date:

10-19-10

TITLE SERVICES, INC.
610 E. ROOSEVELT ROAD
SUITE 100
WHEATON, IL 60187
(630)690-9130
(630)690-0651 - fax

RECORD OWNERSHIP SEARCH

NUMBER: 115272

FOR: SPINNING WHEEL ASSOCIATES
6262 S. RTE. 83
WILLOWBROOK, IL 60514
ATTENTION: DAVE FROBERG

Searched from: February 18, 1999
To: October 7, 2010

RECORD OWNER:

***HINSBROOK BANK AND TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED
JANUARY 8, 1999 AND KNOWN AS TRUST NO. 99-001***

STREET ADDRESS: 14-106 WEST 63RD STREET, WILLOWBROOK, IL 60514

LEGAL DESCRIPTION:

***THAT PART OF LOT 1 IN PLANNED UNIT DEVELOPMENT PLAT OF WILLOWBROOK
SQUARE, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1986, AS DOCUMENT
R86-138161 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00
DEGREES 00 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A
DISTANCE OF 217.37 FEET; THENCE NORTH 80 DEGREES 17 MINUTES 58 SECONDS
EAST 391.29 FEET; THENCE SOUTH 79 DEGREES 34 MINUTES 07 SECONDS EAST
192.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 28 SECONDS WEST 229.86
FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 58 MINUTES
19 SECONDS WEST ALONG SAID SOUTH LINE 204.32 FEET TO A BEND POINT;
THENCE SOUTH 87 DEGREES 06 MINUTES 10 SECONDS WEST ALONG SAID SOUTH
LINE A DISTANCE OF 370.83 FEET TO THE PLACE OF BEGINNING, ALL IN DUPAGE
COUNTY, ILLINOIS.

Continued...

Record Ownership – continued...

THE ABOVE DESCRIBED PREMISES IS ALSO KNOWN AS:

PARCEL 2 OF WILLOWBROOK SQUARE ASSESSMENT PLAT OF LOT 1 IN WILLOWBROOK SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1993 AS DOCUMENT R93-073295, IN DUPAGE COUNTY, ILLINOIS.***

DOCUMENTS REPORTED:

1. Trustee's Deed:
Grantor: Founders Bank (successor by merger to Mount Greenwood Bank as Trustee under Trust Agreement dated March 3, 1986 and known as Trust Number 5-0693
Grantee: Hinsbrook Bank and Trust as Trustee under Trust Agreement dated January 8, 1999 and known as Trust No. 99-001
Dated: January 25, 1999
Recorded: February 18, 1999
Document #: R99-040755

Date: October 18, 2010

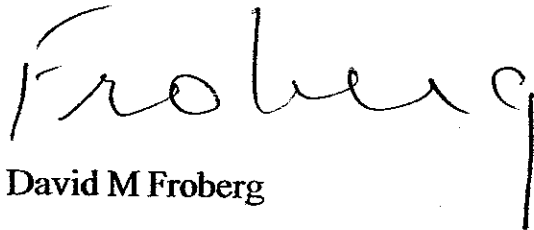
By: *Janice A. Weiss*

THIS IS NOT A TITLE INSURANCE POLICY, GUARANTEE, OR OPINION OF TITLE AND SHOULD NOT BE RELIED UPON AS SUCH. Liability of the Company for the above search is limited to the consideration paid for the service. Title insurance is recommended.

Petitioner's affirmative response to the requirements of Section 9-14-5.2 of standards for Special Use Permits follows

1. The establishment of the special use will not be detrimental to or endanger the public health , safety , or general welfare .
2. The requested special use is part of an existing shopping center and will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor diminish or impair property values within the neighborhood.
3. The special use cannot impair the normal and orderly development of the neighborhood , as all adjoining property is developed .
4. Adequate utilities, access roads , and drainage already exist , having been in place for almost 25 years.
5. Adequate provision for ingress and egress has existed for 25 years.
6. The special use , if granted , will conform to all applicable regulations of the surrounding business district.
7. There has been no previous request for the Board to provide a Special Use Permit for this particular user : Hinsdale High School Dist 68

For the petitioner



David M Froberg

Agent

Description for Transition Program

The passage of the Individuals with Disabilities Education Act in 1990 and the subsequent reauthorizations in 1997 and in 2004, mandate schools to provide Transition Services that promote movement from school to post school activities.

Transition Services are a coordinated set of activities for students with disabilities that are designed to promote movement from school to post-school activities, including postsecondary education, vocational training, integrated employment, supported employment, continuing and adult education, adult services, independent living or community participation. Transition Services allow students to expand their independence, self-advocacy, employment and social community integration.

School districts are obligated to provide special education services for students who are identified as eligible for special education from 3 years of age to the day before their 22nd birthday. Most students receive their high school diploma and therefore do not require additional services that would include a community based transition program. Community based vocational education that support transition services are intended for those students with more severe disabilities and who require support, to include: job redesign, job coaching, environmental adaptations, personal assistance and transportation.

Hinsdale Township High School District 86 has currently identified 35 students for the community based program. These students are supported by a vocational coordinator, and four full time teachers. The program also includes teacher assistants who serve as job coaches and instructional assistants. Along with obtaining employment in the community, the students spend time in the community for instructional and recreational purposes. They may also, in some instances, attend classes at the College of DuPage.

General Goals and Objectives of the program:

- Prepare students for paid employment
- Design community-based vocational education for students with more severe disabilities
- Teach skills and behaviors necessary to function in the workplace
- Provide ongoing support
- Obtaining employment: competitive or supported
- Increase mobility in the community
- Engaging the support/connection to adult service agencies
- Personal Finances
- Planning/Organizing/Scheduling

- Self-Care/Personal Hygiene
- Household Management
- Social Skills/Awareness
- Community Involvement

Research supports that students who participate in community-based transition programs in high school would have more refined vocational and social skills than do students who receive only in-school transition services (Carter, 2005; Halpern, 1994; Phelps & Hanley-Maxwell, 1997)

It is probable that skills the students will develop may enable them to obtain and maintain positions within their community for longer periods of time with fewer services, thus generate lower costs to funding agencies (e.g. vocational rehabilitation).

The District believes that the property located at Route 83 & 63rd St. in Willowbrook is an ideal location for the program for many reasons. It is centrally located within the district. There is access to the Pace bus line and there are many opportunities for employment in the area. Finally, the size of the space is adequate to meet our needs.

The following information is in regards to the transportation of students for the program:

Currently we have one small bus bringing students in the morning and three to four taxis. Parents are transporting students as well. It is unlikely that all of the students would begin their day at that site. Their schedules are individualized to include jobs, and access to COD. An instructional component to the program may warrant a group of students to be at the site, but scheduling smaller groups of students at one time for instruction would be done to accommodate student needs. Specifically, the number of students for these instructional groups would be capped at ten.

A fair estimate of the number of instructors, including teacher assistants, who would be there at any given time, would be no more than six. This is due to the fact that most of the teacher assistants will be at job sites or supporting students as they access the community. At least fifty percent of the vocational coordinator's time will be spent at job sites or in the community. Although the teachers will be spending time at the site, they too will be supporting students on community outings. A fair estimate of the vocational coordinator's time spent at the site would be 60%. At this time we are planning for three teachers. This number may change depending on scheduling, which would include access to COD, jobs and community outings. If code dictates a specified number of occupants at one time, we can adjust schedules to accommodate any restrictions.

Finally, it is important to note that the program follows our district's calendar and schedule, including summer school. It would be rare for anyone to be in the facility on the weekend, although teachers may choose to be there, on occasion, for planning purposes.

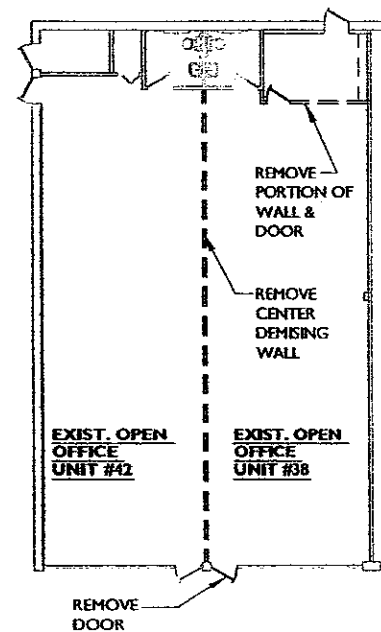
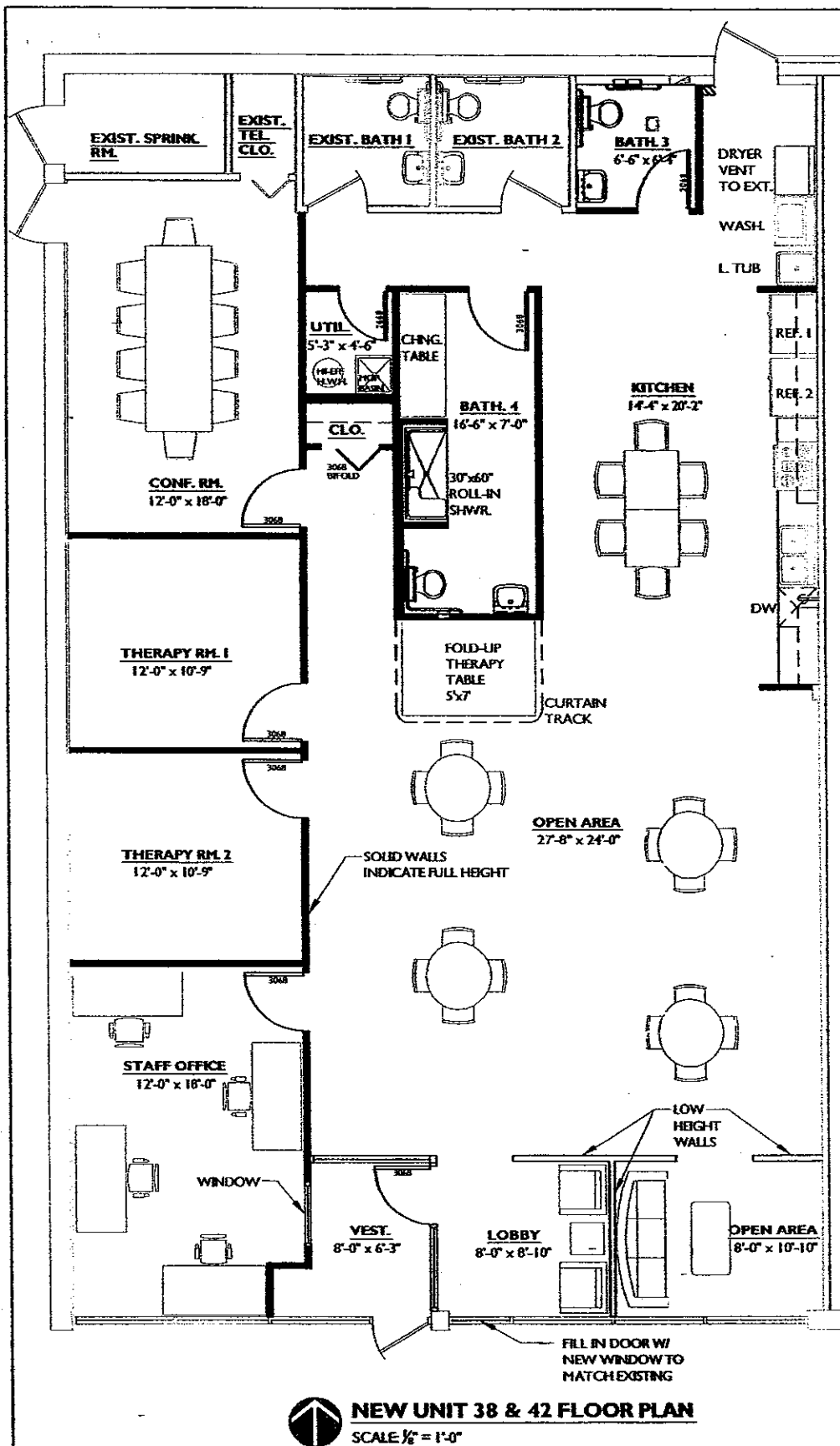


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revised: October 12, 2010

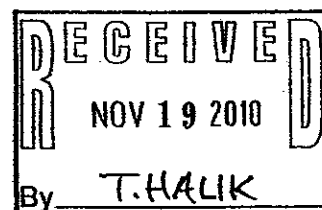
Opt. 3A

Concerning the special use permit for Willowbrook Square, requested by Hinsdale High School District 86, this property owner can find nothing objectionable in the request....or the use. It seems a useful service, and a convenient place for that service.

I would support it.

Helene M. Cox

Helene M. Cox
6340 Americana Drive
#403
Willowbrook, IL 60527
November 18, 2010

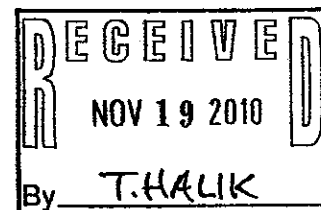


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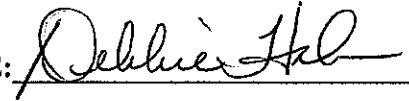
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A PROCLAMATION RECOGNIZING SUE STANISH AS THE FINANCE DIRECTOR FOR THE VILLAGE OF WILLOWBROOK

AGENDA NO.**5****AGENDA DATE:** 12/13/10**STAFF REVIEW:** Debbie Hahn**SIGNATURE:****LEGAL REVIEW:** DNA**SIGNATURE:****RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Director of Finance Sue Stanish has been employed with the Village of Willowbrook since March 23, 1998. At the November 22, 2010 regular meeting of the President and Board of Trustees, Ms. Stanish submitted her letter of resignation. She accepted a finance position with the City of Naperville's Park District.

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

Staff recommends the President and Board of Trustees adopt a Proclamation for Director Stanish's 13 years of service with the Village of Willowbrook

ACTION PROPOSED: ADOPT THE PROCLAMATION

Village of Willowbrook

Proclamation

WHEREAS, on March 23, 1998, the Village of Willowbrook first employed Sue Stanish in the capacity of Finance Director; and

WHEREAS, Sue Stanish has earned the Budget Award for the Village of Willowbrook every year since 1998 and the CAFR Award since 2000. These two awards are one of the most prestigious recognitions a village can receive. Through Sue Stanish's diligence and impeccable accounting abilities, these awards were received; and

WHEREAS, in 2008, Sue Stanish completely restructured the budget documentation process and departmental structures, making the grueling budget process more manageable for staff; and

WHEREAS, in 2008 Sue Stanish was instrumental in the Village of Willowbrook receiving a "AA+ Bond Rating"; and

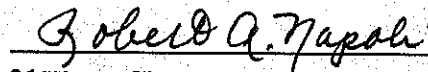
WHEREAS, Sue Stanish currently is the Vice-President of the Illinois Government Finance Officers Association (IGFOA); holds the position of Vice-President on the Executive Board; is Past President of the Chicago Metro Chapter; and a former Chair of the Program Committee.

WHEREAS, Sue Stanish holds the position of Secretary on the Executive Board of the Illinois Metropolitan Investment Fund, which is a \$700 million pooled investment fund. She also is an authorized agent for Illinois Municipal Retirement Fund and the Intergovernmental Personal Benefit Cooperative.

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do recognize Sue Stanish for her dedicated service to the Village of Willowbrook, its citizens and businesses.

I call upon the Board of Trustees, Staff and people of the Village of Willowbrook to congratulate Sue Stanish on her dedication for making the Willowbrook community a better place to live and work.

Proclaimed this 13th day of December 2010.


Village President

Attest:


Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A PROCLAMATION RECOGNIZING CHAIRWOMAN PHYLLIS MARTIN AND THE MEMBERS OF THE 50TH ANNIVERSARY COMMITTEE FOR THEIR PREPARATION AND COMPLETION OF THE YEAR-LONG ANNIVERSARY CELEBRATION

AGENDA NO.

6

AGENDA DATE: 12/13/10**STAFF REVIEW:** Debbie Hahn**SIGNATURE:****LEGAL REVIEW:** DNA**SIGNATURE:****RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Chairwoman Phyllis Martin and the members of the 50th Anniversary Committee met for the first time on July 15, 2009 to begin preparations for the Village of Willowbrook's 50th Anniversary as an incorporated village.

The Committee had three celebrations commemorating this momentous occasion. Their time and dedication was greatly appreciated.

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

Staff recommends the President and Board of Trustees adopt a Proclamation for Chairwoman Phyllis Martin and each of the following Committee Members. Each person will receive their own Proclamation at a thank-you dinner in the near future:

Don Amirante
Ron Isdonas
Fran Stetina

Sue Berglund
Laurie Landsman
Doug Stetina

Lois Dick
Carol Lazarski

Alice Hencinski
George Rediehs

Tom Hencinski
Karen Rivoli

Staff Members:

Tim Halik
Don Beusse

Wally Righton
Jim Hahn

Debbie Hahn
Tony Witt

Paul Oggerino
George Scukanec

Roy Guintoli

ACTION PROPOSED: ADOPT THE PROCLAMATION

Village of Willowbrook

Proclamation

RECOGNIZING PHYLLIS MARTIN AS CHAIRWOMAN FOR THE VILLAGE OF WILLOWBROOK'S 50TH ANNIVERSARY COMMITTEE

WHEREAS, On July 15, 2009 Phyllis Martin volunteered to join the 50th Anniversary Committee and accepted the position of Chairwoman, and

WHEREAS, Phyllis Martin and the 50th Anniversary Committee hosted a 50th "Birthday Bash" event at the Village Hall on January 18, 2010. Over 150 people attended the Open House and enjoyed the beginning of the village's year-long celebration with a cake and coffee reception; and

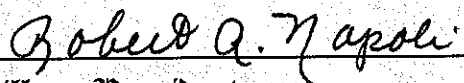
WHEREAS, On June 28th, 2010, the second 50th Anniversary "Family Fun Day" event was held at Willow Pond. Over 400 people attended this event where families participated in a fun/run, enjoyed free hot dogs, chips, refreshments, a fishing derby and numerous activities for the kids; and

WHEREAS, On December 4, 2010, the Village of Willowbrook celebrated its third and final anniversary event. "A Dickens of a Holiday" was held at the Willowbrook Town Center. As the snow glistened on the trees, guests listened to holiday songs sung by local choirs and school children, had their pictures taken with Santa and enjoyed horse drawn carriage rides, cookies, hot cocoa and writing letters to Santa and participated in a ornament contest.

WHEREAS, Phyllis Martin's numerous hours of volunteering does not go by unnoticed and empowers people around her. Volunteers are vital to the success and productivity of our community.

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, Illinois, do recognize Phyllis Martin, Chairwoman of the Village of Willowbrook's 50th Anniversary Committee and congratulate Phyllis and her Committee members for making Willowbrook's "Golden" Anniversary special and a time to remember and memorialize in the hearts of our residents and wonderful community.

Proclaimed this 13th day of December 2010.


Village President

Attest:


Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Annexing Territory to the Village of Willowbrook – 6446 Western-May/Kim

AGENDA NO.

8

AGENDA DATE: 12/13/10

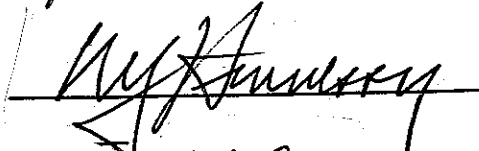
STAFF REVIEW: Jo Ellen Charlton,
Planning Consultant

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)

The Village has been working with Chris May on a possible subdivision in the area around Western and 65th since 2004. The current application includes the annexation and zoning to R-1A of 6446 Western, which is located on the northwest corner of 65th and Western. This property is currently owned by both the Kim and May families. This property is being combined with two existing Willowbrook properties at 6432 and 6420, both already zoned R-1A. The three lots are being re-subdivided to create four lots. It is expected that existing structures on the two northern most lots (6432 and 6420 Western) will remain, and the 6446 will ultimately be demolished for new construction. A new lot (Lot 3) is being created between 6446 and 6432 Western for new construction.

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

The Plan Commission held the public hearing and made a recommendation to approve all relief requested with this petition at their November 3, 2010 meeting. The attached staff report provides details reviewed by the Plan Commission as well as a summary of their discussion. Generally, Plan Commission members expressed some concern about the odd shapes of new Lots 3 and 4, but ultimately agreed to support the subdivision because it met all the minimum standards required by the Zoning Ordinance. The applicant also responded to questions about stormwater control. As a subdivision with just over two acres, stormwater detention is required and being provided in easements at the rear of Lots 1 and 2. Additionally, an old field tile running along the rear property lines of proposed Lots 1, 2 and 3 will be replaced with new tile and will discharge to Western Avenue in an easement along the north side of Lot 1. Finally, it is important to note that the Comprehensive Plan recommends a rural cross section in the rights of way in this area, therefore no curb, gutters, or sidewalks are included with this subdivision.

Three separate ordinances relating to this application are attached for the Board consideration. The attached ordinance annexes the property at 6446 Western.

ACTION PROPOSED:

November 22, 2010: Receive Plan Commission Recommendation.

December 13, 2010: Staff recommends the Board approve the attached ordinance.

ORDINANCE NO. 10-O-_____

AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF
WILLOWBROOK
6446 WESTERN - MAY/KIM

WHEREAS, there has been duly filed on or about June 9, 2008 and May 27, 2009, with the Village Clerk of the Village of Willowbrook, DuPage County, Illinois, two Petitions under oath, the first from Donald M. May and Christine R. May, and the second from Su Kim and Sun T. Kim, both requesting that the collective territory described on Exhibit "A" attached hereto and made a part of hereof (the "SUBJECT REALTY") be annexed to the Village of Willowbrook; and,

WHEREAS, said Petitions were presented to the Village pursuant to the provisions of 65 ILCS 5/7-1-8; and,

WHEREAS, said Petition has been signed by all of the owners of record of the SUBJECT REALTY and no electors reside upon the SUBJECT REALTY or, in the alternative, the Petition was signed by more than fifty-one percent (51%) of the electors residing on the SUBJECT REALTY; and,

WHEREAS, the statutes of the State of Illinois provide that upon the filing of such Petition, the corporate authorities of the Village of Willowbrook may pass an Ordinance annexing said territory to the Village, if said Ordinance is passed by a majority vote of the corporate authorities; and,

WHEREAS, the SUBJECT REALTY is not within the corporate limits of any municipality and portions thereof are contiguous to the corporate limits of the Village of Willowbrook.

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 SUBJECT REALTY be and the same is hereby annexed to the Village of Willowbrook, DuPage County, Illinois, together with all adjacent streets and highways contiguous to said property, so that the new boundaries of the territory annexed shall extend to the far side of said adjacent streets and highways not within the corporate limits of any other municipality.

SECTION TWO: That the Village Clerk shall and is hereby authorized to file with the County Clerk of DuPage County, the Recorder of Deeds of DuPage County and the DuPage County Board of Election Commissioners, certified copies of this Ordinance together with an accurate map of the territory annexed appended thereto.

SECTION THREE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this

Ordinance are, to the extent of such conflict, expressly repealed.

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

PASSED and APPROVED this 13th day of December 2010.

APPROVED: _____
Village President

ATTEST: _____
Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

THAT PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF TRACT 1 IN MCGAREL'S ASSESSMENT PLAT OF THE SOUTH HALF OF LOT 20 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22, ACCORDING TO THE PLAT OF SAID MCGAREL'S ASSESSMENT PLAT RECORDED NOVEMBER 8, 1995 AS DOCUMENT NO. R95-157874 AND THE WEST LINE OF THE EAST 35.0 FEET OF SAID TRACT 1; THENCE NORTH 88 DEGREES 55 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 1, THE NORTH LINE OF TRACT 2 IN SAID MCGAREL'S ASSESSMENT PLAT AND ALONG THE NORTH LINE EXTENDED OF SAID TRACT 2 A DISTANCE OF 216.00 FEET TO THE EAST LINE OF WESTERN AVENUE; THENCE SOUTH 01 DEGREES 01 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF AND ALONG THE EAST LINE EXTENDED, A DISTANCE OF 210.00 FEET TO THE SOUTH LINE EXTENDED OF 65TH STREET; THENCE SOUTH 88 DEGREES 55 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE EXTENDED AND ALONG THE SOUTH LINE OF 65TH STREET, A DISTANCE OF 216.00 FEET TO THE WEST LINE EXTENDED OF THE EAST 35.0 FEET OF TRACT 1, AS AFORESAID; THENCE NORTH 01 DEGREES 01 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE EXTENDED AND ALONG SAID WEST LINE A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

09-22-200-038

09-22-200-039

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Zoning Land Newly Annexed to the Village of Willowbrook,
DuPage County, Illinois – 6446 Western – May/Kim

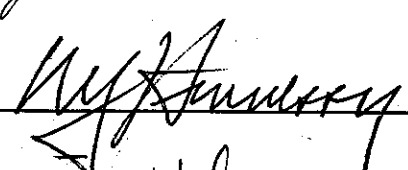
AGENDA NO. 9

AGENDA DATE: 12/13/10

STAFF REVIEW: Jo Ellen Charlton,
Planning Consultant

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)

The Village has been working with Chris May on a possible subdivision in the area around Western and 65th since 2004. The current application includes the annexation and zoning to R-1A of 6446 Western, which is located on the northwest corner of 65th and Western. This property is currently owned by both the Kim and May families. This property is being combined with two existing Willowbrook properties at 6432 and 6420, both already zoned R-1A. The three lots are being re-subdivided to create four lots. It is expected that existing structures on the two northern most lots (6432 and 6420 Western) will remain, and the 6446 will ultimately be demolished for new construction. A new lot (Lot 3) is being created between 6446 and 6432 Western for new construction.

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

The Plan Commission held the public hearing and made a recommendation to approve all relief requested with this petition at their November 3, 2010 meeting. The staff report was attached with the Ordinance annexing the property. It provides details reviewed by the Plan Commission as well as a summary of their discussion. Generally, Plan Commission members expressed some concern about the odd shapes of new Lots 3 and 4, but ultimately agreed to support the subdivision because it met all the minimum standards required by the Zoning Ordinance. The applicant also responded to questions about stormwater control. As a subdivision with just over two acres, stormwater detention is required and being provided in easements at the rear of Lots 1 and 2. Additionally, an old field tile running along the rear property lines of proposed Lots 1, 2 and 3 will be replaced with new tile and will discharge to Western Avenue in an easement along the north side of Lot 1. Finally, it is important to note that the Comprehensive Plan recommends a rural cross section in the rights of way in this area, therefore no curb, gutters, or sidewalks are included with this subdivision.

Three separate ordinances relating to this application are attached for the Board consideration. The attached ordinance zones the newly annexed property to the R-1A zoning district.

ACTION PROPOSED:

November 22, 2010: Receive Plan Commission Recommendation.

December 13, 2010: Staff recommends the Board approve the attached ordinance.

ORDINANCE NO. 10-0-_____

AN ORDINANCE ZONING LAND NEWLY ANNEXED TO THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
6446 WESTERN - MAY/KIM

WHEREAS, the land legally described on Exhibit "A" attached hereto and made a part hereof, is land newly annexed to the Village of Willowbrook ("SUBJECT REALTY"); and,

WHEREAS, Christine May, as applicant on behalf of herself and her husband Donald May, and Su and Sun Kim, ("OWNERS"), 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"). Said application requested that the Village zone the newly annexed SUBJECT REALTY to the Village of Willowbrook R-1A Single Family Residential District zoning classification; and,

WHEREAS, Notice of Public Hearing on said application was published on or about September 16, 2010, in a newspaper having general circulation within the Village, to-wit, the Doings newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about

October 6, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, at said Public Hearing, the applicant presented testimony in support of said application and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission forwarded its recommendation to the President and Board of Trustees on or about October 6, 2010, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof.

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 SUBJECT REALTY be and the same is hereby zoned to the Village of Willowbrook R-1A Single Family Residential District zoning classification.

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

SECTION THREE: 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 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF TRACT 1 IN MCGAREL'S ASSESSMENT PLAT OF THE SOUTH HALF OF LOT 20 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22, ACCORDING TO THE PLAT OF SAID MCGAREL'S ASSESSMENT PLAT RECORDED NOVEMBER 8, 1995 AS DOCUMENT NO. R95-157874 AND THE WEST LINE OF THE EAST 35.0 FEET OF SAID TRACT 1; THENCE NORTH 88 DEGREES 55 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 1, THE NORTH LINE OF TRACT 2 IN SAID MCGAREL'S ASSESSMENT PLAT AND ALONG THE NORTH LINE EXTENDED OF SAID TRACT 2 A DISTANCE OF 216.00 FEET TO THE EAST LINE OF WESTERN AVENUE; THENCE SOUTH 01 DEGREES 01 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF AND ALONG THE EAST LINE EXTENDED, A DISTANCE OF 210.00 FEET TO THE SOUTH LINE EXTENDED OF 65TH STREET; THENCE SOUTH 88 DEGREES 55 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE EXTENDED AND ALONG THE SOUTH LINE OF 65TH STREET, A DISTANCE OF 216.00 FEET TO THE WEST LINE EXTENDED OF THE EAST 35.0 FEET OF TRACT 1, AS AFORESAID; THENCE NORTH 01 DEGREES 01 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE EXTENDED AND ALONG SAID WEST LINE A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

09-22-200-038

09-22-200-039

EXHIBIT "B"

RECOMMENDATION

The following Plan Commission members were in attendance at the November 3, 2010 Plan Commission meeting:

DelSarto, Remkus, Soukup, Baker, Vice Chairman Wagner and Chairman Kopp

The following motion from Plan Commissioner DelSarto was seconded by Soukup and APPROVED by the roll call vote indicated below:

Based on the submitted petition, Staff Report to the Plan Commission prepared for the November 3, 2010 meeting, and testimony presented, I move that the Plan Commission recommend to the President and Village Board approval of the annexation and rezoning to R-1A the property legally described in Exhibit 5 of the Staff Report, and approval of the Final Plat of Chris May Subdivision for the property legally described in Exhibit 6, subject to the following conditions:

1. Approved Documents include all of the following:

- a. Site Plan and Grading Plan, consisting of 1 sheet, prepared by Koziol Engineering Services, latest revision dated 6/10/10.
- b. Plat of Annexation, consisting of 1 sheet, prepared by Harrington Land Surveying Ltd., latest revision dated 5/19/10.
- c. Final Plat of Chris May Subdivision, consisting of 3 sheets, prepared by Harrington Land Surveying, Ltd, latest revision dated 5-19-10.

2. Prior to the recording of the Final Plat of Chris May Subdivision, the subdivision applicant shall:

- a. Provide development security in an amount no less than 125% of the engineer's estimate at the time the subdivision is to be recorded, and in no instance shall be no less than \$34,191.

- b. Remove, at applicant's sole expense the two sheds on proposed Lot 3 and the garage straddling proposed Lots 3 and 4.

ROLL CALL:

AYES:	Commissioners DelSarto, Soukup, Wagner, Kopp
NAYS:	None.
ABSTENTION:	Baker
RECUSED:	Remkus

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Granting Certain Variations from the Subdivision Regulations, and Granting Approval of a Preliminary and Final Plat of Subdivision

AGENDA NO. 10

AGENDA DATE: 12/13/10

STAFF REVIEW: Jo Ellen Charlton,
Planning Consultant

SIGNATURE: Jo Ellen Charlton

LEGAL REVIEW:

SIGNATURE: [Signature]

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)

The Village has been working with Chris May on a possible subdivision in the area around Western and 65th since 2004. The current application includes the annexation and zoning to R-1A of 6446 Western, which is located on the northwest corner of 65th and Western. This property is currently owned by both the Kim and May families. This property is being combined with two existing Willowbrook properties at 6432 and 6420, both already zoned R-1A. The three lots are being re-subdivided to create four lots. It is expected that existing structures on the two northern most lots (6432 and 6420 Western) will remain, and the 6446 will ultimately be demolished for new construction. A new lot (Lot 3) is being created between 6446 and 6432 Western for new construction.

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

The Plan Commission held the public hearing and made a recommendation to approve all relief requested with this petition at their November 3, 2010 meeting. The staff report was attached with the Ordinance annexing the property. It provides details reviewed by the Plan Commission as well as a summary of their discussion. Generally, Plan Commission members expressed some concern about the odd shapes of new Lots 3 and 4, but ultimately agreed to support the subdivision because it met all the minimum standards required by the Zoning Ordinance. The applicant also responded to questions about stormwater control. As a subdivision with just over two acres, stormwater detention is required and being provided in easements at the rear of Lots 1 and 2. Additionally, an old field tile running along the rear property lines of proposed Lots 1, 2 and 3 will be replaced with new tile and will discharge to Western Avenue in an easement along the north side of Lot 1. Finally, it is important to note that the Comprehensive Plan recommends a rural cross section in the rights of way in this area, therefore no curb, gutters, or sidewalks are included with this subdivision.

Three separate ordinances relating to this application are attached for the Board consideration. The attached ordinance approves the preliminary and final plat of subdivision.

ACTION PROPOSED:

November 22, 2010: Receive Plan Commission Recommendation.

December 13, 2010: Staff recommends the Board approve the attached ordinance.

ORDINANCE NO. 10-O-_____
AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION
REGULATIONS, AND GRANTING APPROVAL OF A PRELIMINARY AND FINAL
PLAT OF SUBDIVISION

MAY SUBDIVISION

WHEREAS, Christine May, as applicant ("APPLICANT") on behalf of herself and her husband Donald May, and Su and Sun Kim, ("OWNERS"), filed an application with the Village of Willowbrook ("VILLAGE") with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village grant certain variations from the requirements of the Subdivision Regulations of the Village, and approve a Final Plat of Subdivision with respect to the SUBJECT REALTY; and,

WHEREAS, the Plan Commission of the Village considered this application on or about November 6, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, at said Plan Commission meeting, the applicant presented testimony in support of said application and all interested parties had an opportunity to be heard; and,

WHEREAS, after considering that certain public improvements required by the Subdivision Regulations are not

consistent with the Comprehensive Plan, which recommends that Western Avenue should maintain its rural street cross-section, the Plan Commission forwarded its recommendations to the President and Board of Trustees on or about November 6, 2010, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof.

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 pursuant to Section 10-8-6 of the Village Code, the following variations from the provisions of the Subdivision Regulations be and the same are hereby granted:

- A. That Section 10-7-2(B), Street Pavement Width Standards, be varied to eliminate the requirement that the applicant construct a public street.
- B. That Section 10-7-2(C), Curbs and Gutters, be varied to eliminate the requirement that the applicant construct curbs and gutters.
- C. That Section 10-7-4(A), Sidewalks, be varied to eliminate the requirement that the applicant construct sidewalks.

The Board of Trustees makes the following findings with respect to the above variations:

- 1. That there are special circumstances or conditions affecting said property, such that the strict application of the provisions of the Subdivision Regulations would deprive the applicant of the reasonable use of its land.

2. That the variations are necessary for the preservation and enjoyment of a substantial property right of the applicant.
3. That the granting of the variations will not be detrimental to the public welfare or injurious to other property in the area in which said property is located.
4. That the alleged hardship has not been created by any person having a present proprietary interest in the property.

SECTION TWO: That passage of this Ordinance shall constitute approval of the Final Plat of May Subdivision, as prepared by Harrington Land Surveying, Ltd, latest revision dated 5-19-10.

SECTION THREE: That the relief granted in Section One of this Ordinance and the final approval of the Plat of Subdivision are expressly conditioned upon the Applicant complying with the following prior to the Village recording the Plat of Subdivision:

- a. The Applicant shall execute an Improvement Agreement, in substantially the form set forth herein as Exhibit C. The Village will prepare execution copies of the Improvement Agreement.
- b. The Applicant shall provide development security in an amount no less than 125% of the engineer's estimate at the time the subdivision is to be

recorded, and in no instance shall be no less than \$34,191.

- b. The Applicant shall remove, at Applicant's sole expense the two sheds on proposed Lot 3 and the garage straddling proposed Lots 3 and 4.

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 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT A

TRACT 2 IN MAY'S WESTERN AVENUE ASSESSMENT PLAT OF THE SOUTH HALF OF LOT 19 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE NORTH HALF OF LOT 20 IN SAID RICHFIELD FARMSITES AND TRACT 2 AND THE EAST 35.00 FEET OF TRACT 1 IN MCGAREL'S ASSESSMENT PLAT OF THE SOUTH HALF OF LOT 20 IN SAID RICHFIELD FARMSITES, ACCORDING TO THE PLAT RECORDED NOVEMBER 8, 1995 AS DOCUMENT NO R95-157874, ALL IN DUPAGE COUNTY, ILLINOIS.

PINs: 09-22-200-016 and 09-22-200-029 and 09-22-200-038 and 09-22-200-039

Common Addresses: 6432 Western, 6446 Western, 6420 Western

EXHIBIT "B"

RECOMMENDATION

The following Plan Commission members were in attendance at the November 3, 2010 Plan Commission meeting:

DelSarto, Remkus, Soukup, Baker, Vice Chairman Wagner and Chairman Kopp

The following motion from Plan Commissioner DelSarto was seconded by Soukup and APPROVED by the roll call vote indicated below:

Based on the submitted petition, Staff Report to the Plan Commission prepared for the November 3, 2010 meeting, and testimony presented, I move that the Plan Commission recommend to the President and Village Board approval of the annexation and rezoning to R-1A the property legally described in Exhibit 5 of the Staff Report, and approval of the Final Plat of Chris May Subdivision for the property legally described in Exhibit 6, subject to the following conditions:

1. Approved Documents include all of the following:
 - a. Site Plan and Grading Plan, consisting of 1 sheet, prepared by Koziol Engineering Services, latest revision dated 6/10/10.
 - b. Plat of Annexation, consisting of 1 sheet, prepared by Harrington Land Surveying Ltd., latest revision dated 5/19/10.
 - c. Final Plat of Chris May Subdivision, consisting of 3 sheets, prepared by Harrington Land Surveying, Ltd, latest revision dated 5-19-10.
2. Prior to the recording of the Final Plat of Chris May Subdivision, the subdivision applicant shall:
 - a. Provide development security in an amount no less than 125% of the engineer's estimate at the time the subdivision is to be recorded, and in no instance shall be no less than \$34,191.

- b. Remove, at applicant's sole expense the two sheds on proposed Lot 3 and the garage straddling proposed Lots 3 and 4.

ROLL CALL:

AYES:	Commissioners DelSarto, Soukup, Wagner, Kopp
NAYS:	None.
ABSTENTION:	Baker
RECUSED:	Remkus

EXHIBIT C

**[NOTE TO APPLICANT:
YOU WILL BE EXPECTED TO EXECUTE THIS FORM OF AGREEMENT.
THE VILLAGE WILL PREPARE EXECUTION COPIES.
THIS FORM IS NOT NEGOTIABLE.]**

IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between the VILLAGE OF WILLOWBROOK, a municipal corporation of the State of Illinois, having its principal offices at 7760 Quincy Street, Willowbrook, Illinois 60521 (hereinafter called "VILLAGE") and _____ (hereinafter called "DEVELOPER").

W I T N E S S E T H:

WHEREAS, DEVELOPER, as applicant, filed an application for approval of May Subdivision with respect to the property legally described on Exhibit "A", attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY") so as to permit the construction of May Subdivision ("PROJECT"); and,

WHEREAS, the DEVELOPER desires to construct the PROJECT on the SUBJECT REALTY and has submitted to the VILLAGE Engineering Plans, a copy of which is attached hereto as Exhibit "B" which is, by this reference, incorporated herein, and which has been approved by the President and Board of Trustees of the VILLAGE; and,

WHEREAS, the VILLAGE is willing to approve the PROJECT provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable VILLAGE ordinances and/or agreements between the VILLAGE and DEVELOPER. The PROJECT shall not be approved until this Agreement is executed.

NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the following improvements on and/or relating to the SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT"):

- A. Storm Sewer Facilities (including any detention/retention facilities), wetlands improvements and related structures.
- B. Erosion Control.
- K. Site Grading and Earth Moving.
- L. Any and all restoration work attendant to any of the above.

all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the VILLAGE and/or other agreements between the VILLAGE and DEVELOPER, and the Plans and Specifications for such IMPROVEMENTS on file in the offices of the

VILLAGE, which Plans and Specifications have been prepared by Koziol Engineering Services, consisting of 1 sheet and bearing a latest revision date of 6/10/10, which Plans and Specifications have heretofore been approved by the VILLAGE, together with any amendments thereto approved by the VILLAGE. Any utilities and services to be installed in or under the streets shall be installed prior to paving.

2. Attached hereto as Exhibit "C" is a complete cost estimate for the construction of the IMPROVEMENTS. The VILLAGE Code and/or any applicable ordinance or agreement provides that the DEVELOPER shall collateralize its obligation to construct all IMPROVEMENTS. The DEVELOPER shall submit a Letter of Credit issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such Letter of Credit shall contain such terms and provisions as may be acceptable to the Village Attorney of the VILLAGE and shall be deposited with the VILLAGE prior to the approval of the PROJECT by the VILLAGE.

Said Letter of Credit shall be in a principal amount of not less than one hundred twenty five percent (125%) of the DEVELOPER'S engineer's estimate, as approved by the VILLAGE'S

Director of Municipal Services, of the costs of all IMPROVEMENTS to be constructed upon the SUBJECT REALTY.

The Letter of Credit may provide for its reduction from time to time, based upon the VILLAGE Director of Municipal Services' recommendation to the VILLAGE Administrator of the value of any of the IMPROVEMENTS installed. The VILLAGE Director of Municipal Services' recommendation shall not be subject to question by the DEVELOPER. In no event shall the Letter of Credit be reduced to an amount less than one hundred twenty five percent (125%) of the VILLAGE Director of Municipal Services' estimate of the cost of completion of all remaining IMPROVEMENTS. Any language in the Letter of Credit with respect to its reduction shall be subject to the approval of the VILLAGE Attorney. In no event shall the VILLAGE Director of Municipal Services' recommendation for a reduction to the Letter of Credit or the VILLAGE Administrator's authorization for such reduction constitute final acceptance of any of the IMPROVEMENTS.

3. All work related to the IMPROVEMENTS shall be subject to inspection by the VILLAGE Director of Municipal Services, and his approval thereof shall be a condition precedent to the payout of funds to contractors or subcontractors. The approval provided for

in this paragraph shall not constitute final acceptance of any or all of the IMPROVEMENTS.

4. DEVELOPER will pay to the VILLAGE all plan review fees pursuant to Section 4-2-11(F)7 and Section 10-8-3 of the Village Code of the VILLAGE.

5. The DEVELOPER shall furnish the VILLAGE with evidence of liability insurance in the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the DEVELOPER contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the final acceptance of all of the IMPROVEMENTS, the VILLAGE may have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the IMPROVEMENTS.

6. The DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense,

and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants and employees, arising out of any of the DEVELOPER'S construction activities contemplated by this Agreement.

7. DEVELOPER shall complete those IMPROVEMENTS identified in paragraph 1 of this Agreement prior to the issuance of any building permits.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than two (2) years from and after the date of this Agreement.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to require completion by drawing on the Letter of Credit in addition to any other available remedies.

8. Upon completion of all IMPROVEMENTS and, further, upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that all said IMPROVEMENTS have been completed in conformance with this Agreement, the VILLAGE Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the VILLAGE Director of

Municipal Services shall, within sixty (60) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) finally accept all said IMPROVEMENTS, or (ii) designate in writing to DEVELOPER all corrections or alterations which shall be required to obtain final acceptance of said IMPROVEMENTS, specifically citing sections of the final engineering Plans and Specifications, the VILLAGE Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said VILLAGE Director of Municipal Services. Should the VILLAGE Director of Municipal Services reject any IMPROVEMENT, or any portion or segment thereof, for final acceptance, the DEVELOPER shall cause to be made to such IMPROVEMENT such corrections or modifications as may be required by the VILLAGE Director of Municipal Services. The DEVELOPER shall cause the IMPROVEMENTS to be submitted and resubmitted as herein provided until the VILLAGE Director of Municipal Services shall finally accept same. No IMPROVEMENT shall be deemed to be finally accepted until the Director of Municipal Services shall finally accept same.

Upon completion and as a condition of final acceptance by the VILLAGE, DEVELOPER agrees to convey and transfer those

IMPROVEMENTS that are deemed to be public improvements to the VILLAGE by appropriate Bill(s) of Sale.

9. The DEVELOPER guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said IMPROVEMENTS will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the DEVELOPER for a period of eighteen (18) months from the date of final acceptance.

To partially secure the DEVELOPER'S guarantee, at the time of final acceptance by the VILLAGE of the installation of all IMPROVEMENTS in accordance with this Agreement, DEVELOPER shall deposit with the VILLAGE a Maintenance Letter of Credit in the amount of fifteen percent (15%) of the actual cost of the IMPROVEMENTS finally accepted by the VILLAGE. This Letter of Credit shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of eighteen (18) months after all IMPROVEMENTS are finally accepted.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the VILLAGE Director of Municipal Services, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance Letter of Credit shall be returned to the DEVELOPER.

If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the VILLAGE Director of Municipal Services, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the DEVELOPER shall, upon notification by the VILLAGE Director of Municipal Services of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said Maintenance Letter(s) of Credit to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should

such cost or expense exceed the amount set forth in said Maintenance Letter(s) of Credit, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

10. The DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

11. The DEVELOPER shall be responsible for the maintenance of the IMPROVEMENTS until such time as they are finally accepted by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by paragraph 1 of this Agreement, compliant with the Plans and Specifications identified by said paragraph at the time of their final acceptance by the VILLAGE.

12. The DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS that may occur during the construction of the PROJECT irrespective of whether the IMPROVEMENTS damaged

have or have not been finally accepted hereunder. DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. DEVELOPER shall have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance.

13. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the PROJECT, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefor shall arise. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any

failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

14. From and after the date on which the VILLAGE'S Director of Municipal Services notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this Agreement, the DEVELOPER shall pay to the VILLAGE, upon demand, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this Agreement against DEVELOPER, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

15. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement.

Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.

16. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

17. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the VILLAGE Code. To the extent that this Agreement does not address an applicable provision of the VILLAGE Code, the VILLAGE Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the VILLAGE Code has not been addressed within the specific terms of this Agreement.

18. This Agreement shall be in full force and effect from the date set forth above until two (2) years from and after the date on which the last of the IMPROVEMENTS has been finally accepted.

19. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

20. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. VILLAGE at:

VILLAGE OF WILLOWBROOK
7760 Quincy Street
Willowbrook, Illinois 60521-5594

B. DEVELOPER at:

21. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: _____
Village President

ATTEST:

Village Clerk

By: _____

ATTEST:

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

I, the undersigned, a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY that
_____ of

_____, and _____,
of said company, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such
_____ and _____, respectively appeared
before me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary act
and as the free and voluntary act of said company, for the uses
and purposes therein set forth; and the said _____
then and there acknowledged that he, as custodian of the
corporate seal of said company, did affix the company seal of said
company to said instrument, as his own free and voluntary act and
as the free and voluntary act of said company, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of
_____, 200_.

Notary Public

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

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

GIVEN under my hand and Notarial Seal this _____ day of _____, 2010.

Notary Public

VILLAGE OF WILLOWBROOK

STAFF REPORT TO THE VILLAGE BOARD

Meeting Dates: November 22, 2010 Receive Plan Commission Recommendation
December 13, 2010 Council Consideration (**3 Ordinances**)

Prepared By: Jo Ellen Charlton, AICP, Planning Consultant

Case Title: Zoning Hearing Case 10-09: May/Kim Subdivision

Petitioner: Chris May
6432 Western
Willowbrook, IL 60527

Action Requested by Applicant: Annexation and Rezoning from R-1 to R-1A the property at 6446 Western (legally described in Exhibit 5), and approval of a four (4) lot Final Plat of Subdivision of the existing properties at 6420, 6432, and 6446 Western (legally described in Exhibit 6).

Location: From North to South
6420, 6432, and 6446 Western
PINs: 09-22-200-29; 09-22-200-16
09-22-200-038; 09-22-200-039
Northwest corner of Western and 65th Street

Property Size: 2.084 Acres

Existing Zoning/Use: 09-22-200-029 and 09-22-200-026 is zoned R-1A in Willowbrook
09-22-200-038 and 09-22-200-039 is Unincorporated and improved with one single family home.

Proposed Zoning/Use: A four lot subdivision all zoned R-1A

Surrounding Land Use:

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Willowbrook SF Residential	R-1A
<i>South</i>	Unincorporated SF Residential	County
<i>East</i>	Willowbrook SF Residential	R-1
<i>West</i>	Willowbrook and County SF Residential	R-1A & County

Requested Action: November 22, 2010: Receive Plan Commission Recommendation
December 13, 2010: Staff recommends approval of the attached ordinance.

Exhibits Attached:

1. Chris May Subdivision Exhibit
2. Site Plan and Grading Plan, consisting of 1 sheet, prepared by Koziol Engineering Services, latest revision dated 6/10/10.
3. Plat of Annexation, consisting of 1 sheet, prepared by Harrington Land Surveying Ltd., latest revision dated 5/19/10.
4. Final Plat of Chris May Subdivision, consisting of 3 sheets, prepared by Harrington Land Surveying, Ltd, latest revision dated 5-19-10.
5. Legal Description for property annexed and re-zoned to R-1A.
6. Legal Description for property included in proposed Final Plat of Chris May Subdivision.

Site Description:

The area to be annexed is legally described in Exhibit 5 and shown in Exhibit 3. It consists of 45,359.99 square feet, which includes the adjoining rights-of-way. The overall subdivision site is legally described in Exhibit 6 and shown in Exhibit 2. It includes a 90,798.08 square foot development site that is currently improved with two homes located in Willowbrook and zoned R-1A, and one home located on a property at the northwest corner of 65th and Western in unincorporated DuPage County.

Background:

The Village has been working with Ms. May since 2005 on various combinations of property and improvements to achieve the addition of one lot in this area. Last year, the applicant began working with plans that included the unincorporated property at the northwest corner of Western and 65th in order to eliminate Zoning Ordinance and Subdivision Regulation variations.

Development Proposal:

This annexation, rezoning and subdivision will allow for the creation of one new lot (Lot 3) for new construction.

Staff Analysis:*Appropriateness of Use:*

Single-family detached homes are permitted uses in the R-1A district.

Subdivision and Zoning Regulations:

The table below shows the requirements for new lots platted in an R-1A Zoning District, as well as the setback requirements for structures on lots. The newly platted lots meet all of the minimum lot width, depth and lot area requirements. Additionally, the existing structures on Lots 1 and 2 meet all the requirements of the Zoning Ordinance or have been granted variations as required. A discussion of the unusual shape of Lot 3 and the structure on Lot 4 is provided following the table.

R-1A Zoning Regulations for New Lots	Lot
Minimum Lot Area = 17,000 square feet	1=26,718.11 2=29,699.99 3=17,379.49 4=17,000.49
Lot Width = 80' (Measured at the front setback line) Corner = 110'	1=89.96' 2=100' 3=80' 4(Corner)=110'
Lot Depth = 150'	1=297' 2=297' 3=150' 4=150'

R-1A Zoning Regulations for Structures	Lot
Front Yard Setback = 50'	1=50.15' 2=34.89' (1) 3= No Structure 4=45.06' (2)
Interior Side Yard Setback = 10% width or 10' (Whichever is greater) Corner Side Yard Setback = 40'	1=10.73' 2=10.65' 3=No Structure 4=17.53' 4CornerSide=40.05'
Rear Yard Setback = 40'	1 and 2>200' 3=No Structure 4=65.58'

(1) Variation granted by Ordinance 94-O-06

(2) Variation not requested. Older structure will be annexed and remain non-conforming. Redevelopment on the lot must comply with R-1A standards.

Lot 3 Shape

While staff might normally discourage the unusual shape generated by Lot 3, staff has determined that it does not violate any requirement of the Subdivision or Zoning regulations. Section 10-4-3 of the Subdivision Regulations shows the standards to be utilized in evaluating the sizes and shapes of lots as indicated below. Staff's analysis of each standard is provided in **bold** after each standard.

Subdivision Regulations Excerpts from 10-4-3

A) Lot Sizes And Shapes:

1. The lot size, width, depth and shape in any subdivision proposed for residential uses shall be appropriate for the location and the type of development contemplated. **Staff supports the proposed design given that the lots meet all other zoning requirements AND that redevelopment of the unincorporated lot immediately west of the subject property on 65th Street is unlikely due to the newer construction of the principal structure. In other words, the creation of a subdivision with lots having a consistent 300' lot depth from Western would only be possible if the lot to the west of proposed Lot 4 was a candidate for redevelopment, which it is not.**

2. Lot areas and widths shall conform to at least the minimum requirements of the zoning ordinance for the district in which the subdivision is proposed. **All lots meet standard.**

3. Building setback lines shall conform to at least the minimum requirements of the zoning ordinance. **All lots meet standard.**

4. Excessive lot depth in relation to width shall be avoided. A depth to width ratio of three to one (3:1) shall normally be considered a maximum. (Ord. 79-O-43, 11-26-1979) **All lots on this block fronting Western are 300' in depth, so any lot that is less than 100' would exceed the 3:1 depth to width area ratio. The terms "shall be avoided" and "normally be considered" may be interpreted to be advisory as opposed to mandatory. It is important to recognize that the northern most home that is part of the subject property is the southern lot of an earlier two lot subdivision granted in 1993 allowing lot widths of 85' and 79.96', both which exceeded the depth to width ratio at that time. It is intended that the northern-most home on Lot 1 and the home on the 100' proposed Lot 2 will remain. Lot 3 was created with a north line that allows for the required 10' southern side yard on Lot 2. The side lot line between Lots 3 and 4 was created such that both lots meet all minimum Zoning Ordinance requirements.**

5. Through lots having frontage on two (2) parallel streets are discouraged and shall only be permitted in circumstances where the village board determines that the health, safety and general welfare of the affected public will not be adversely impacted. (Ord. 05-O-17, 6-13-2005) **All lots meet standard.**

(B) Arrangement:

1. Every lot shall front on a street. **All lots meet standard.**

2. Side lot lines shall be at right angles or radial to the street lines. **All lots meet standard.**

3. Streets and lots shall be arranged, to the extent possible, so as to assure that dwellings do not face rear or side yards of lots across streets wherever possible. Where such lot relationships are

permitted to exist, through lots shall be screened from the street by berms or intensive and obscuring landscaping. (Ord. 79-0-43, 11-26-1979) **All lots meet standard.**

Structures on Lots 3 and 4

Lot 3 contains two sheds and part of an existing garage attached to an existing home located on proposed Lot 4. It will be necessary for these structures to be removed prior to recording the plat. Staff is recommending this condition be stipulated by the Plan Commission in their recommendation and the Village Board in any approving Ordinance.

Lot 4 contains an older existing small, single-family frame home. It is currently on the market for sale, and appears to be a prime candidate for redevelopment. Please note that the southeast corner of the front building line encroaches into the required front yard setback by about 9". A small porch (which does not qualify as an allowable encroachment) also lies within the front yard setback by a little less than five feet (5'). A variation for this structure was not requested, nor would it be recommended by staff since variations "run with the land" and could be utilized by any new structure that might be constructed on the property. Instead, this structure will become and be treated as a non-conforming structure when it is annexed and zoned into the R-1A zoning classification. Any redevelopment of this lot will require conformance with the R-1A Zoning District requirements as indicated by the platted setback lines.

Public Improvements

The Comprehensive Plan identified Western Avenue as a street that should maintain its rural street cross-section, therefore improvements in the Western and 65th Street rights-of-way are not required.

Wetlands/Stormwater Management: The parcel area measures just over two acres. Stormwater detention is required and provided in proposed Lots 1 and 2 in appropriate easements. The Village Engineer has reviewed the engineering and has no objection to the Plat being approved subject to the following:

1. Posting of development security in an amount no less than 125% of engineer's estimate. The estimate is in an amount of \$27,352.75; therefore the development security shall be no less than \$34,191.
2. Removal of the existing building on proposed Lots 3 and 4 prior to the plat being recorded.
3. Inclusion of a provision in an approving ordinance that specifies that the six (6) inch drain tiles being constructed

on proposed Lots 1, 2 and 3 will be owned and maintained by the individual lot owners.

Staff Recommendation:

Staff supports the proposed annexation, rezoning and Final Plat of Chris May Subdivision as proposed.

Plan Commission

Public Hearing/Discussion:

The Plan Commission discussed this petition at their November 3, 2010 meeting. At the meeting, the following members were in attendance: Baker, DelSarto, Remkus, Soukup, Wagner, and Chairman Kopp.

Chris May presented testimony in support of her petition. She noted that the petition was a joint petition between her and her neighbors, the Kims. Prior to initiating this application, Ms. May purchased the odd shaped piece of property (shown on Exhibit 1 as PIN -038) from the Kims by a quit claim deed. That lot, along with the balance of the corner lot (still owned by the Kims) is currently unincorporated and will be annexed and zoned R-1A as part of this project. It is combined with property Ms. May owns to the north which currently contains two existing homes. The new lot will be located between the two homes currently located at 6432 Western and 6446 Western. The existing home on the corner at 6446 Western is over 100 years old, and it is expected that the property will become a prime redevelopment opportunity.

The Plan Commission had several questions about the odd shape of Lots 3 and 4. In response to a question about the odd shape of the south line of Lot 3, Ms. May responded that the lines were drawn so that Lots 3 and 4 would meet minimum Lot width at the property line, but the line bends to the north so that Lot 4 contains the minimum lot area. The Plan Commission noted that the lot immediately west of proposed Lot 4 on 65th Street is currently improved with a newer home, making it unlikely that it would ever be able to be joined with the subject property.

The Plan Commission expressed concern that the long skinny part of the rear of Lot 3 might be unusable and stated that they would not be supportive of any variations that might be requested in that area. Ms. May represented that she is considering moving to that lot so that she doesn't have as much rear yard to maintain, and to reduce her tax liability. She further noted that the rear of the 150' deep properties was being improved to enhance stormwater control in the area. The Commission did not like the shape of proposed Lots 3 and 4, preferring squared-off lots. Some commissioners also agreed that while the shape of Lot 4 was not as bad, that its value would be reduced due to the reduction in Lot width to 110 feet from the original 150 feet.

Despite the concerns discussed, the Plan Commission ultimately indicated their support for the subdivision because the lots do conform with the requirements of the Zoning Ordinance.

By a vote of 4 votes to approve, with a recusal from Remkus and an abstention from Baker, the Plan Commission recommended approval of the following motion:

Based on the submitted petition, Staff Report to the Plan Commission prepared for the November 3, 2010 meeting, and testimony presented, I move that the Plan Commission recommend to the President and Village Board approval of the annexation and rezoning to R-1A the property legally described in Exhibit 5 of the Staff Report, and approval of the Final Plat of Chris May Subdivision for the property legally described in Exhibit 6, subject to the following conditions:

1. ***Approved Documents include all of the following:***
 - a. ***Site Plan and Grading Plan, consisting of 1 sheet, prepared by Koziol Engineering Services, latest revision dated 6/10/10.***
 - b. ***Plat of Annexation, consisting of 1 sheet, prepared by Harrington Land Surveying Ltd., latest revision dated 5/19/10.***
 - c. ***Final Plat of Chris May Subdivision, consisting of 3 sheets, prepared by Harrington Land Surveying, Ltd, latest revision dated 5-19-10.***
2. ***Prior to the recording of the Final Plat of Chris May Subdivision, the subdivision applicant shall:***
 - a. ***Provide development security in an amount no less than 125% of the engineer's estimate at the time the subdivision is to be recorded, and in no instance shall be no less than \$34,191.***
 - b. ***Remove, at applicant's sole expense the two sheds on proposed Lot 3 and the garage straddling proposed Lots 3 and 4.***

CHRIS MAY SUBDIVISION

Exhibit 1

EXISTING LOT CONFIGURATION

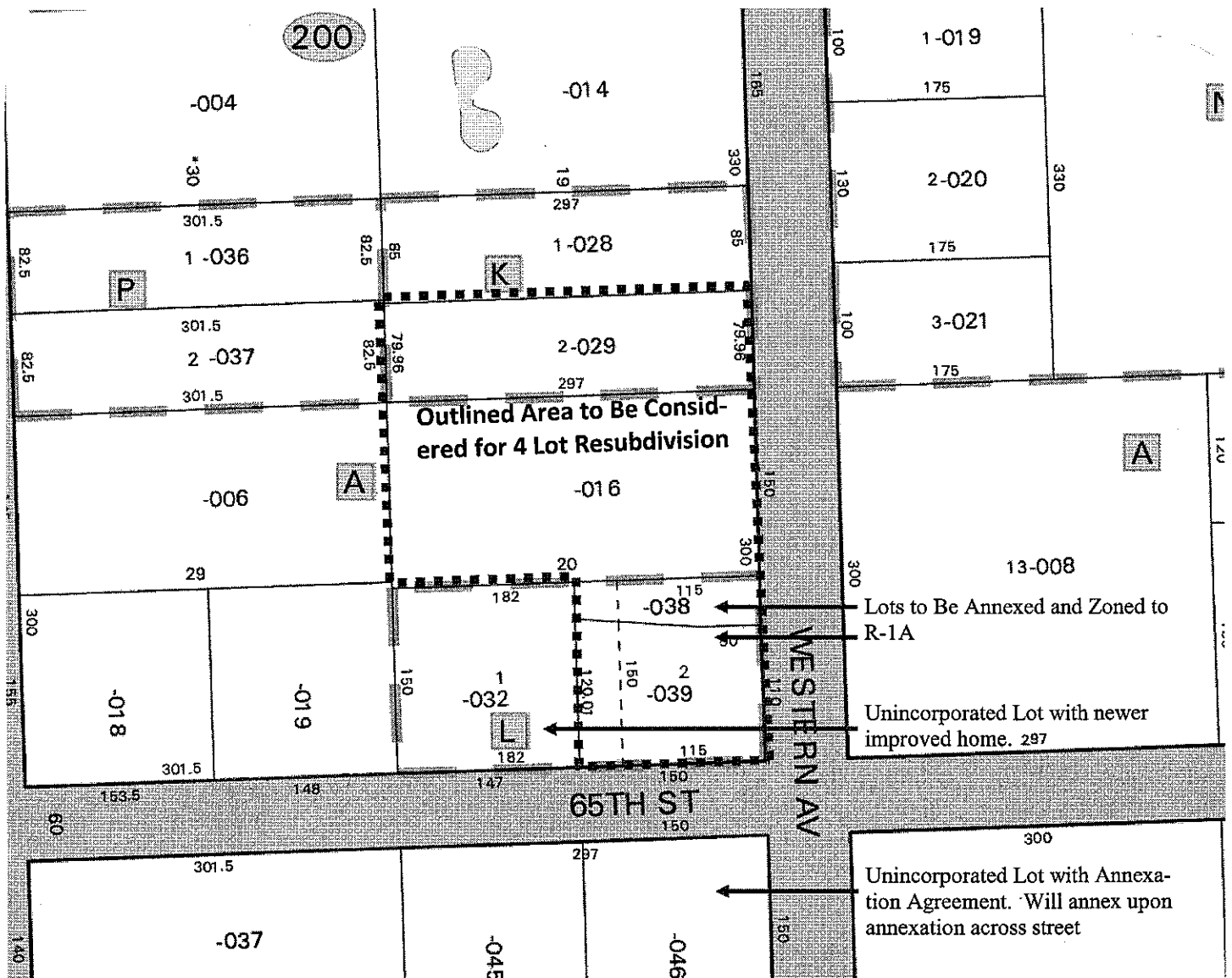


EXHIBIT 5

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED AND REZONED TO
R-1A

THAT PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF TRACT 1 IN MCGAREL'S ASSESSMENT PLAT OF THE SOUTH HALF OF LOT 20 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22, ACCORDING TO THE PLAT OF SAID MCGAREL'S ASSESSMENT PLAT RECORDED NOVEMBER 8, 1995 AS DOCUMENT NO. R95-157874 AND THE WEST LINE OF THE EAST 35.0 FEET OF SAID TRACT 1; THENCE NORTH 88 DEGREES 55 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 1, THE NORTH LINE OF TRACT 2 IN SAID MCGAREL'S ASSESSMENT PLAT AND ALONG THE NORTH LINE EXTENDED OF SAID TRACT 2 A DISTANCE OF 216.00 FEET TO THE EAST LINE OF WESTERN AVENUE; THENCE SOUTH 01 DEGREES 01 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF AND ALONG THE EAST LINE EXTENDED, A DISTANCE OF 210.00 FEET TO THE SOUTH LINE EXTENDED OF 65TH STREET; THENCE SOUTH 88 DEGREES 55 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE EXTENDED AND ALONG THE SOUTH LINE OF 65TH STREET, A DISTANCE OF 216.00 FEET TO THE WEST LINE EXTENDED OF THE EAST 35.0 FEET OF TRACT 1, AS AFORESAID; THENCE NORTH 01 DEGREES 01 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE EXTENDED AND ALONG SAID WEST LINE A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PINs: 09-22-200-038 and 09-22-200-039

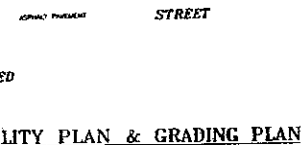
EXHIBIT 6

LEGAL DESCRIPTION OF PROPERTY IN PROPOSED
FINAL PLAT OF CHRIS MAY SUBDIVISION

TRACT 2 IN MAY'S WESTERN AVENUE ASSESSMENT PLAT OF THE SOUTH HALF OF LOT 19 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE NORTH HALF OF LOT 20 IN SAID RICHFIELD FARMSITES AND TRACT 2 AND THE EAST 35.00 FEET OF TRACT 1 IN MCGAREL'S ASSESSMENT PLAT OF THE SOUTH HALF OF LOT 20 IN SAID RICHFIELD FARMSITES, ACCORDING TO THE PLAT RECORDED NOVEMBER 8, 1995 AS DOCUMENT NO R95-157874, ALL IN DUPAGE COUNTY, ILLINOIS.

PINs: 09-22-200-016 and 09-22-200-029 and 09-22-200-038 and 09-22-200-039

Common Addresses: 6432 Western, 6446 Western, 6420 Western



BENCH MARK:
DUPAGE COUNTY BW DGN15001
BRONZE DISK MONUMENT SET IN BRICK WALL
ON THE SOUTH SIDE OF THE WEST ENTRANCE
TO MEARKER SCHOOL BUILDING ON CASS
AVENUE NORTH OF 59TH STREET.
ELEVATION = 784.19

SITE BENCH MARK:
TOP OF WELL HEAD IN FRONT OF 6446 WESTERN AVENUE,
WILLOWBROOK, ILLINOIS.
ELEVATION = 748.13



Scale 1" = 30'

LEGEND

- | | |
|-----------------|--------------------------|
| ----- 689 ----- | EXISTING GRADE |
| ----- 689 ----- | PROPOSED GRADE |
| ----- | STORM SEWER |
| ----- | SANITARY SEWER |
| ----- | WATER MAIN |
| 734 26 | EXISTING SPOT GRADE |
| (689.0) | PROPOSED SPOT GRADE |
| ----- | SILT/CONSTRUCTION FENCE |
| ○ OS | DOWNSPOUT |
| ○ | STORM SEWER MANHOLE |
| ○ | INLET |
| ○ | SANITARY SEWER MANHOLE |
| ○ | ELECTRIC METER |
| ○ | GAS METER |
| ○ | FIRE HYDRANT |
| ○ | UTILITY POLE |
| ○ | CONIFEROUS TREE |
| ○ | DECIDUOUS TREE |
| ○ | WATER VALVE |
| ○ | SERVICE TUB CAP |
| ○ | CORRUGATED METAL PIPE |
| ○ | UTILITY POLE |
| ○ | B-BOX |
| ○ | LIGHT ON GROUND OR WALL |
| ○ | WOOD FENCE |
| ○ | INLET PROTECTION |
| ○ | ADA INVERTED CONE |
| ○ | SIGN |
| ○ | WHEELCHAIR ACCESSIBLE |
| ○ | TRAFFIC FLOW RESTRICTION |
| ○ | TRAFFIC FLOW ARROWS |

TOTAL PROJECT AREA: 2.084 AC

EAST DRAINAGE = A=0.4242 AC		
	EXISTING	PROPOSED
PERVIOUS (CN=74)	0.2431 ac	0.2266 ac
IMPERVIOUS (CN=98)	0.1811 ac	0.1976 ac
POND (CN=100)	N/A	N/A
100 YR. PEAK DISCHARGE	0.36 cfs	0.36 cfs

WEST DRAINAGE = A=1.661 AC		
	<u>EXISTING</u>	<u>PROPOSED</u>
PERVIOUS (CN=74)	1.55 ac	1.3473 ac
IMPERVIOUS (CN=98)	0.107 ac	0.1759 ac
POND (CN=100)	N/A	0.1378 ac
100 YR. PEAK DISCHARGE	1.28 cfs	1.21 cfs

I, JAMES E. KOZIOL, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS, HEREBY CERTIFY THAT THIS SITE PLAN HAS BEEN PREPARED UNDER MY DIRECTION WITH KNOWLEDGE OF THE EXISTING SURVEYS.

I, _____, DO HEREBY CERTIFY THAT THE DEVELOPMENT OF THE SUBJECT SITE IN ACCORDANCE WITH THIS PLAN WILL NOT INCREASE THE AMOUNT OR RATE OF RUN-OFF SO AS TO ADVERSELY AFFECT THE QUALITY OR SURFACE WATER DRAINING ONTO ADJACENT PROPERTIES AND WILL NOT DAMAGE OTHER PROPERTIES.

JAMES E. KOZIOŁ
ILLINOIS REGISTERED PROFESSIONAL ENGINEER (EXP. 11-30-11)
(1 PAGE)



KOTROL ENGINEERING SERVICES
Professional Engineers
1624 DODGE AVE.
DULLES, VA 20185
(703) 425-0888
CIVIL / CONSULTING ENGINEERS

WESTERN AVENUE & 65TH STREET WILLOWBROOK, IL	SCALE	REV	DATE	PREPARED
	1"=30'	1	5/18/09	JEK
	04232	2	6/18/09	JEK
	PAGE	3	8/24/09	JEK
	1 of 1	4	5/10/10	MTR

LOT 29 IN RICHFIELD FARMSTES

P.L.N.: 09-22-200-019

STATE OF ILLINOIS
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE HERON DESCRIBED PROPERTY AND THAT SUCH OWNERS ARE THE OWNERS OF RECORD OF THE HERON DESCRIBED PROPERTY TO THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DATED AT ILLINOIS, THIS DAY OF 2010.

DWAGETIS)

STATE OF ILLINOIS
COUNTY OF DUPAGE) S.S.

I, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFFRASHID, DO HEREBY CERTIFY THAT THE HERON DESCRIBED PROPERTY AND THAT SUCH OWNERS ARE THE OWNERS OF RECORD OF THE HERON DESCRIBED PROPERTY TO THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF 2010.

NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE HERON DESCRIBED PROPERTY AND THAT SUCH OWNERS ARE THE OWNERS OF RECORD OF THE HERON DESCRIBED PROPERTY TO THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DATED AT ILLINOIS, THIS DAY OF 2010.

DWAGETIS)

STATE OF ILLINOIS
COUNTY OF DUPAGE) S.S.

I, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFFRASHID, DO HEREBY CERTIFY THAT THE HERON DESCRIBED PROPERTY AND THAT SUCH OWNERS ARE THE OWNERS OF RECORD OF THE HERON DESCRIBED PROPERTY TO THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF 2010.

NOTARY PUBLIC

PREPARED BY

HARRINGTON
LAND SURVEYING LTD.
ILLINOIS & WISCONSIN
7908 ILLINOIS LANE
LIBERTYVILLE, ILL. 60140
(630) 460-0000
(630) 460-0000

FILE NO. 231-04

STATE OF ILLINOIS
COUNTY OF DUPAGE) S.S.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AT A MEETING HELD THIS DAY OF 2010.

By: PRESIDENT

ATTEST
VILLAGE CLERK

DATE OF LAST REVISION 5-18-2010

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2439

HANDWRITING PARK, ILLINOIS 2010

I, RALPH J. MARIO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT HERON DRAWN WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING RECORDS AND PLATS FOR THE PURPOSE OF ANNEXING PROPERTY TO THE VILLAGE OF WILLOWBROOK AND THAT THE SAID PLAT IS AN ACCURATE DEPICTION OF THE HERON DESCRIBED LANDS.

STATE OF ILLINOIS
COUNTY OF DUPAGE) S.S.

216.00
S. 89°55'32"W.

65TH STREET

216.00
S. 89°55'32"W.

ANNEXED

WESTERN

TRACT
ASSESSMENT

TRACT
TERRITORY

TRACT
MCGAREL'S

PLAT
P.L.N.: 09-22-200-019

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WEST LINE OF THE EAST

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POINT OF BEGINNING

EXISTING CORPORATE LIMITS OF THE VILLAGE OF WILLOWBROOK

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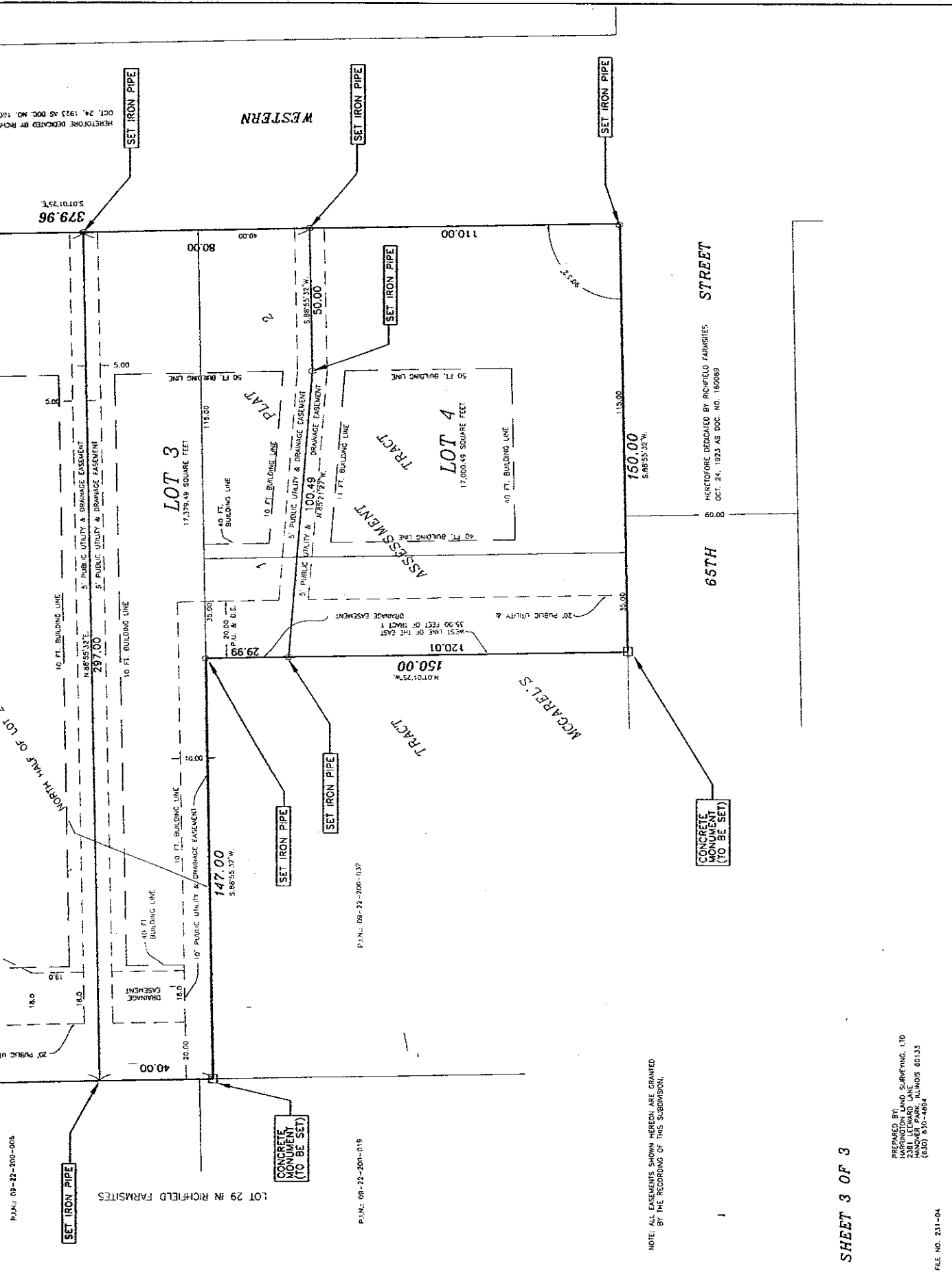
55.00 FEET OF TRACT 1

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35.00

POINT OF BEGINNING

EXISTING CORPORATE LIMITS



SHEET 3 OF 3

PREPARED BY:
JAMES H. HARRIS, SURVEYOR, LTD.
238 N. WILSON ST.
HANDY PARK, ILLINOIS 60133
(630) 835-4884

FILE NO. 231-04

----- THIS
GIVEN UNDER MY HAND AND NOTARIAL SEAL AT
DAY OF ----- 2016.
NOTARY PUBLIC
MY COMMISSION EXPIRES -----

----- THIS
GIVEN UNDER MY HAND AND NOTARIAL SEAL AT
DAY OF ----- 2016.
NOTARY PUBLIC
MY COMMISSION EXPIRES -----

FILE: 09-22-200-016
MORTGAGE CERTIFICATE

STATE OF _____, J.S.
COUNTY OF _____
BANK OF AMERICA, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED
THIS _____ DAY OF _____, A.D. _____, COUNTY OF _____, ILLINOIS, IN THE
DAY OF _____, A.D. _____, HEREBY CONSENTS TO AND APPROVES THE
SUBDIVISION OF LAND AND THE GRANTING OF THE EASEMENTS SET FORTH
DATED THIS _____ DAY OF _____, A.D. 2016.
BANK OF AMERICA.

By: _____ ATTEST: _____
ITS _____

NOTARY CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPage, ILL.
I, _____, A NOTARY PUBLIC IN THIS COUNTY AND STATE, DO HEREBY
CERTIFY THAT _____
WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED
TO THE FOREGOING INSTRUMENT AS SUCH _____ AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE
AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK OF AMERICA, AS
MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2016.
NOTARY PUBLIC

PREPARED BY:
HARRINGTON LAND SURVEYING, LTD
2391 LEEWARD LANE
CHICAGO, ILLINOIS 60613
(630) 810-4884

FILE NO. 231-04

SHEET 2 OF 3

FILE: 09-22-200-029
MORTGAGE CERTIFICATE

STATE OF _____, J.S.
COUNTY OF _____
CHASE BANK, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED
THIS _____ DAY OF _____, A.D. _____, COUNTY OF _____, ILLINOIS, IN THE
DAY OF _____, A.D. _____, HEREBY CONSENTS TO AND APPROVES THE
SUBDIVISION OF LAND AND THE GRANTING OF THE EASEMENTS SET FORTH
DATED THIS _____ DAY OF _____, A.D. 2016.
CHASE BANK.

By: _____ ATTEST: _____
ITS _____

NOTARY CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPage, ILL.
I, _____, A NOTARY PUBLIC IN THIS COUNTY AND STATE, DO HEREBY
CERTIFY THAT _____
WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED
TO THE FOREGOING INSTRUMENT AS SUCH _____ AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE
AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CHASE BANK, AS
MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2016.
NOTARY PUBLIC

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Approving an Amendment to the Special Use Granted by Ordinance 86-O-28 and as Amended in Ordinance 87-O-29, to Authorize a Special Use Permit for a School - Willowbrook Square Shopping Center – 14-106 W. 63rd Street

AGENDA NO.

11

AGENDA DATE: 12/13/10

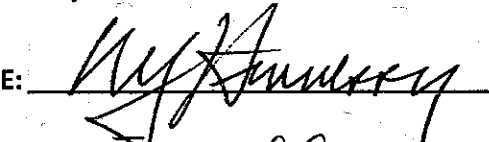
STAFF REVIEW: Jo Ellen Charlton,
Planning Consultant

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)

District 86 is requesting conditional use approval to operate a transitional services center to service disabled students in the district as required by law in two units (2,400 square feet total) in the eastern building of the existing Willowbrook Square shopping center. This center is located on the north side of 63rd, west of Route 83.

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

The Plan Commission held the public hearing and made a recommendation to approve the relief requested with this petition at their December 1, 2010 meeting. Generally, Plan Commission members were supportive the district's mission and of the relief requested, although there was considerable discussion about transportation to and from the center by busses and other vehicles, and parking.

The Plan Commission recommends approval of the requested relief with the conditions listed in their recommendation and in the attached Ordinance. Because there is only one meeting in December, it has been the Village's practice to receive and consider cases that occur on the Board's December agenda. The attached ordinance has therefore been prepared for the Board's consideration. The staff report is attached to the Board's agenda item under the Omnibus Vote receiving the Plan Commission's recommendation.

ACTION PROPOSED:

Staff recommends approval of the attached ordinance.

ORDINANCE 10-O-_____

AN ORDINANCE APPROVING AN AMENDMENT TO THE SPECIAL USE
GRANTED BY ORDINANCE 86-O-28 AND AS AMENDED IN ORDINANCE
87-O-29, TO AUTHORIZE A SPECIAL USE PERMIT FOR A SCHOOL
WILLOWBROOK SQUARE SHOPPING CENTER
14-106 W. 63RD STREET

WHEREAS, on or about October 19, 2010, Dave Froberg, as agent for Hinsdale high School District 86, 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 the terms and conditions of Special Use Permit No. 86-28 heretofore granted with respect to the Subject Realty in Ordinance No. 86-O-28, as amended pursuant to Ordinance No. 87-O-29, be further amended so as to permit the operation of a school within adjoining spaces 38 and 42 of the shopping center located on the SUBJECT REALTY and comprising approximately 2,400 square feet; and,

WHEREAS, Notice of Public Hearing was published on or about November 11, 2010 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, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about

December 1, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the recommendation of the Plan Commission, including its finding of facts, was forwarded to the President and Board of Trustees on December 13, 2010, 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 Special Use Permit No. 86-28 passed and approved in Ordinance No. 86-O-28, as amended pursuant to Ordinance No. 87-O-29, is hereby further amended so as to permit the operation of a school within adjoining spaces 38 and 42 of the shopping center located on the SUBJECT REALTY.

SECTION TWO: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit on the SUBJECT REALTY, pursuant to Section 9-6B-2 of the Zoning Ordinance of the Village of Willowbrook, for a School establishment.

SECTION THREE: That the relief granted in Sections One and Two of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and

maintained in accordance with the following terms, conditions, and provisions:

1. The delivery and pick up of students to and from the site is allowed by passenger vehicles, taxis and small busses with a total capacity that does not exceed 15 students.
2. Busses shall be allowed on the site only for purposes of picking up and dropping off students. At no time shall any bus be permitted to park anywhere on the site. Busses must leave the site immediately after delivering students to the site. Busses waiting to pick up students shall be staged for no longer than is necessary for loading students.

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

SECTION FIVE: That the several terms and conditions contained in Special Use Permit No. 886-28, as passed and approved in Ordinance No. 86-O-28, as amended pursuant to Ordinance No. 87-O-29, 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 this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 13th day of December, 2010.

APPROVED:

President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The property is legally described as follows:

THAT PART OF LOT 1 IN PLANNED UNIT DEVELOPMENT PLAT OF WILLOWBROOK SQUARE, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1986, AS DOCUMENT R86-138161 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 217.37 FEET; THENCE NORTH 80 DEGREES 17 MINUTES 58 SECONDS EAST 391.29 FEET; THENCE SOUTH 79 DEGREES 34 MINUTES 07 SECONDS EAST 192.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 28 SECONDS WEST 229.86 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE 204.32 FEET TO A BEND POINT; THENCE SOUTH 87 DEGREES 06 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 370.83 FEET TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

THE ABOVE DESCRIBED PREMISES IS ALSO KNOWN AS:

PARCEL 2 OF WILLOWBROOK SQUARE ASSESSMENT PLAT OF LOT 1 IN WILLOWBROOK SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1993 AS DOCUMENT R93-073295, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-14-300-022

Commonly Known As: Willowbrook Square, 14-106 W. 63rd Street, Willowbrook, Illinois.

EXHIBIT "B"

PLAN COMMISSION RECOMMENDATION

MEMO TO: Robert Napoli, Village President
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: December 1, 2010

SUBJECT: Zoning Hearing Case 10-10: Hinsdale High School District 86
Transition Center, 14-106 W. 63rd Street, Special Use Permit

At the meeting of the Plan Commission held on December 1, 2010, the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, and the staff report prepared for the December 1, 2010 Plan Commission meeting, the Plan Commission recommends that the President and Village Board adopt the Findings of Fact included in the staff report, and approve Zoning Hearing Case Number 10-10, authorizing a special use for a school in spaces 38 and 42 of the Willowbrook Square Shopping Center (1,200 square feet) subject to the following conditions:

1. The delivery and pick up of student to and from the site is allowed by passenger vehicles, taxis, and small busses with capacity not to exceed 15
2. Busses shall be allowed on the site only for purposes of picking up and dropping off students. As no time shall any bus be permitted to park anywhere on the site. Busses must leave the site immediately after delivering students to the site. Busses waiting to pick up students shall be staged for no longer than is necessary for loading students.

ROLL CALL: AYES: Commissioners DeSarto, Remkus, Baker, Vice Chairman Wagner and Chairman Kopp; ABSENT: Commissioner Soukup.

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"

FINDINGS OF FACT

Willowbrook Square Shopping Center
14-106 W. 63rd Street

STANDARDS FOR SPECIAL USES – School

- A. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The proposed use can be accommodated on the site. Access to the site and to the store location can be accomplished by either small bus, taxi, or other automobiles, which can adequately maneuver the site. Students do not drive to the site, and there is adequate parking to accommodate up to five full time employees, as well as the occasional additional assistants and other visitors to the site.

- B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The property located immediately east is part of the same PUD. The use is compatible and complimentary to existing uses in the area.

- C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

All surrounding properties are already improved with compatible developments, so this special use will not impede orderly development.

- D. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

The shopping center has been designed to provide adequate circulation for vehicular and emergency traffic and adequate utilities, access roads, drainage and/or other necessary facilities.

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The shopping center has been designed to provide adequate ingress and egress to minimize traffic congestion in the public street if circulation and parking complies with the conditions recommended.

- F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

This shopping center has 150 existing parking spaces, which complies with the parking requirement of 1 parking space for every 1,000 square feet for shopping centers. The parking requirement that results when the individual users' requirements are added is 154 before counting any use in the vacant spot proposed to be used by District 86. Based on the mix of uses and observation, the Plan Commission finds that the additional parking generated by the proposed use is acceptable and can be readily accommodated in by the Shopping Center.

- G. Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

No petitions requesting special uses have been denied within the last year for this property.

MEMO TO: Robert Napoli, Village President
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: December 1, 2010

SUBJECT: Zoning Hearing Case 10-10: Hinsdale High School District 86
Transition Center, 14-106 W. 63rd Street, Special Use Permit

At the meeting of the Plan Commission held on December 1, 2010, the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, and the staff report prepared for the December 1, 2010 Plan Commission meeting, the Plan Commission recommends that the President and Village Board adopt the Findings of Fact included in the staff report, and approve Zoning Hearing Case Number 10-10, authorizing a special use for a school in spaces 38 and 42 of the Willowbrook Square Shopping Center (1,200 square feet) subject to the following conditions:

1. The delivery and pick up of student to and from the site is allowed by passenger vehicles, taxis, and small busses with capacity not to exceed 15
2. Busses shall be allowed on the site only for purposes of picking up and dropping off students. As no time shall any bus be permitted to park anywhere on the site. Busses must leave the site immediately after delivering students to the site. Busses waiting to pick up students shall be staged for no longer than is necessary for loading students.

ROLL CALL: AYES: Commissioners DeSarto, Remkus, Baker, Vice Chairman Wagner and Chairman Kopp; ABSENT: Commissioner Soukup.

MOTION DECLARED CARRIED

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

DK/jp

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF
WILLOWBROOK TITLE 3 CHAPTER 12 SECTION 3-12-19 – HOURS

AGENDA NO. 12

AGENDA DATE: 12/13/10

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____

LEGAL REVIEW: William Hennessy,
Village Attorney

SIGNATURE: _____

RECOMMENDED BY: Tim Halik
Village Administrator

SIGNATURE: _____

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

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

The Village has received a request from one of our local grocery retailers to extend the permissible hours in which liquor sales may occur on December 22nd, 23rd, 24th and December 30th, 31st. The request is to allow liquor sales to commence one hour earlier (8:00 AM vs. 9:00 AM) on those days than currently permitted.

The Village's Liquor Control Ordinance allows the Liquor Control Commissioner to vary the hours in which alcoholic liquor may be sold, but only on Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day. Therefore, the variation in hours requested by the retailer on December 22nd, 23rd, and 30th cannot be approved under the current regulations. (A copy of the text of the current regulation is attached)

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

The Liquor Control Commissioner believes that the current ordinance should be amended to allow greater flexibility to vary the permissible hours in which alcoholic liquor can be sold. Removing the last sentence of the current text will allow the Commissioner greater discretion to consider varying the hours when requested by a liquor licensee. When such a request is received by a liquor licensee, and if approved, this change would potentially benefit businesses by increasing liquor sales and providing improved service to their patrons.

ACTION PROPOSED:

Pass the ordinance.

3-12-19: HOURS:

Alcoholic liquor shall not be sold, given away or consumed on any licensed premises on weekdays except Saturday, between the hours of one o'clock (1:00) A.M. and nine o'clock (9:00) A.M., or on Saturday, between the hours of two o'clock (2:00) A.M. and nine o'clock (9:00) A.M. or on Sunday between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M.

The hours which alcoholic liquor may be sold, given away, or consumed as specified in this section may be varied, upon application of the licensee, by the president, as local liquor control commissioner. Said relief may be granted only upon the following days: Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. (Ord. 08-O-25, 11-24-2008)

ORDINANCE NO. 10-O-____

AN ORDINANCE AMENDING THE VILLAGE CODE OF
THE VILLAGE OF WILLOWBROOK
TITLE 3 CHAPTER 12 SECTION 3-12-19 – HOURS

BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 3, Chapter 12, Section 3-12-19 of the Village Code of the Village of Willowbrook entitled “Hours” is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

“HOURS: Alcoholic liquor shall not be sold, given away or consumed on any licensed premises between the hours of one o’clock (1:00) A.M. and nine o’clock (9:00) A.M. on weekdays, between the hours of two o’clock (2:00) A.M. and nine o’clock (9:00) A.M. on Saturday, or between the hours of two o’clock (2:00) A.M. and ten o’clock (10:00) A.M. on Sunday.

The hours which alcoholic liquor may be sold, given away, or consumed as specified in this section may be varied, upon application of the licensee, by the president, as local liquor control commissioner.”

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

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5 (B)
OF THE VILLAGE CODE – LIQUOR CONTROL, CLASS B LICENSE

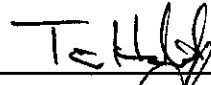
AGENDA NO.

13

AGENDA DATE: 12/13/10

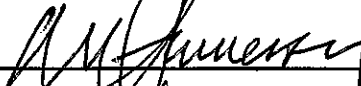
STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE:



LEGAL REVIEW: William Hennessy,
Village Attorney

SIGNATURE:



RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:



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

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

The Village Code of Ordinances provides for the number of liquor licenses that are currently issued to qualified business establishments within the community. It is the policy of the Liquor Control Commissioner and the Village Board not to maintain any unassigned liquor licenses. The Village's Liquor Control Commissioner is the authority that may grant local licenses to persons or entities for premises within the Village. The Village Board has the authority to amend the Village Code, upon the recommendation of the Liquor Control Commissioner, to reflect an increase or decrease in the number of liquor licenses that exist within each class of license.

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

Historically, the Liquor Control Commissioner issues liquor licenses and recommends to the Village Board the amendment to the Village Code with regard to the number of liquor licenses within each class of license after an application is received, reviewed, and the required background report is favorable returned. The Village Board is requested to approve the attached Ordinance, which would amend the Village Code to reflect an additional liquor license in the Class B license category for the Pei Wei Asian Diner Restaurant located at 7135 Kingery Highway within the Willowbrook Town Center.

It is recommended that the Village Board approve the attached Ordinance amending the Village Code to increase the number of Class B liquor licenses from twelve (12) to thirteen (13).

ACTION PROPOSED:

Pass the Ordinance.

VILLAGE OF WILLOWBROOK

ORDINANCE NO. 10-O-_____

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5 (B)
OF THE VILLAGE CODE – LIQUOR CONTROL, CLASS B LICENSE

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF WILLOWBROOK

This 13th day of December, 2010

Published in pamphlet form by authority of the President and Board of Trustees of the Village
of Willowbrook, DuPage County, Illinois, this 13th day of December, 2010.

ORDINANCE NO. 10-O-_____

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5(B) OF
THE VILLAGE CODE – LIQUOR CONTROL, CLASS B LICENSE

BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 3, Section 3-12-5(B) of the Village Code of the Village of Willowbrook, entitled "Class B License", is hereby amended by deleting the last sentence contained therein in its entirety and in lieu thereof, the following language shall be substituted:

...“There shall be no more than thirteen (13) class B licenses issued at any one time.”

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

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK – TITLE 3, CHAPTER 13, SECTION 3 – APPLICATION FOR CERTIFICATE OF REGISTRATION; AND TITLE 8, CHAPTER 5, SECTION 8-5-6(F) – PRESENCE WITHIN HIGHWAY RIGHTS OF WAY

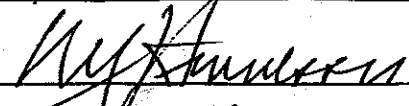
AGENDA NO. 14

AGENDA DATE: 12/13/10

STAFF REVIEW: MARK SHELTON

SIGNATURE: 

LEGAL REVIEW: WILLIAM HENNESSEY

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 current language of Village Code Section 3-13-3: Soliciting was amended on August 23, 2010. However, additional language regulating solicitation on roadways also existing within the Village Code in Title 8 (Traffic). Upon further review, it was determined that all provisions contained within 8-5-6(F) were also included in the new ordinance provisions of Section 3-13-3, with one exception. Section 8-5-6(F)(5) requires that all persons engaged in the act of soliciting on a roadway shall be a minimum of sixteen (16) years of age. This specific requirement is not reflected within the new ordinance. In addition, staff recommends that such a requirement be added in an effort to further ensure the safety of persons soliciting in roadways by permit.

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

Village staff is recommending that Section 3-13-3 (T) of the Village Code be amended to include the sixteen (16) year age minimum. Once this provision is added, all regulations that are currently included in 8-5-6(F) will be included in the new Section 3-13-3. Therefore, staff would further recommend that Section 8-5-6(F) be deleted in its entirety to eliminate the confusion of the redundancy within the Village Code.

ACTION PROPOSED:

Pass the amending ordinance.

ORDINANCE NO. 10-O- _____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF
WILLOWBROOK TITLE 3, CHAPTER 13, SECTION 3 – APPLICATION FOR
CERTIFICATE OF REGISTRATION; AND TITLE 8, CHAPTER 5, SECTION
8-5-6 (F) – PRESENCE WITHIN HIGHWAY RIGHTS OF WAY

BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 3, Chapter 13, Section 3-13-3 (T) of the Village Code of the Village of Willowbrook is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

“(T) A statement by the applicant acknowledging that all persons engaged in the act of solicitation on a roadway shall be a minimum of sixteen (16) years of age and shall wear a high visibility vest at all times. The high visibility vest shall be provided by the soliciting organization and subject to Village approval. Further, said individual shall have readily visible on their person the Village of Willowbrook Certificate of Registration Identification provided by the Village Clerk.”

SECTION TWO: That Title 8, Chapter 5, Section 8-5-6 (F) of the Village Code of the Village of Willowbrook is hereby deleted in its entirety, and the remaining subsections thereafter re-lettered in sequential order.

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

SECTION FOUR: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK – TITLE 1, CHAPTER 4, SECTION 1-4-2: VIOLATIONS WITH RESPECT TO PROHIBITING AND RESTRICTING THE STOPPING, STANDING, OR PARKING OF A VEHICLE IN ANY DESIGNATED AREA

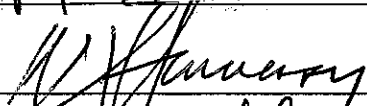
AGENDA NO. 15

AGENDA DATE: 12/13/10

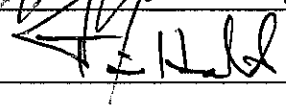
STAFF REVIEW: MARK SHELTON

SIGNATURE: 

LEGAL REVIEW: WILLIAM HENNESSEY

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 current language of Village Code 8-8-17: Parking of Vehicle with Expired Registration was amended on June 28, 2010 and reads as follows:

No person may stop, park, or leave standing upon a public street, highway, or roadway within the village a vehicle upon which is displayed an Illinois registration plate or plates or registration sticker after termination of the registration period for which the registration plate or plates or registration sticker was issued or after the expiration date set under section 3-414 or 3-414.1 of the Illinois vehicle code. Any person violating the provisions of this section shall be subject to a fine of twenty five dollars (\$25.00). (Ord. 00-O-18, 6-12-2000)

However, the language and fine amount was not added to Village Code Title 1, Chapter 4 – General Penalty, Section 1-4-2(G)(1). The Village Staff is requesting the language and fine read as follows:

Storage of Unlicensed Vehicle (8-8-17) - \$25.

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

The Village Staff recommends the President and Board of Trustees pass the attached Ordinance amending Village Code 1-4-2(G)(1): Storage of Unlicensed Vehicle to include the fine amount.

ACTION PROPOSED:

PASSAGE OF AMENDING ORDINANCE

ORDINANCE NO. 10-O-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 1, chapter 4, SECTION 1-4-2: VIOLATIONS WITH RESPECT TO PROHIBITING AND RESTRICTING THE STOPPING, STANDING, OR PARKING OF A VEHICLE IN ANY DESIGNATED AREA

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

SECTION ONE: That Title 1, Chapter 4, Section 1-4-2(G)(1) of the Village Code of the Village of Willowbrook entitled " VIOLATIONS WITH RESPECT TO PROHIBITING AND RESTRICTING THE STOPPING, STANDING, OR PARKING OF A VEHICLE IN ANY DESIGNATED AREA" is hereby amended by adding the following language:

"Storage of unlicensed vehicle (8-8-17).....\$25.00"

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

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

PASSED and APPROVED this 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYES: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE AMENDING THE VILLAGE CODE OF
THE VILLAGE OF WILLOWBROOK – TITLE 1,
SECTION 1-8-5 (C), DESIGNATION OF DEPOSITORIES**

AGENDA NO. 16

AGENDA DATE: 12/13/10

STAFF REVIEW:

SIGNATURE: Sue Stanish

LEGAL REVIEW:

SIGNATURE: [Signature]

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)**

THIS IS AN UPDATE TO THE ORDINANCE APPROVED ON OCTOBER 11, 2010

In accordance with the Village Code and Village Investment Policy, the Board is required to approve banking institutions prior to the deposit of any Village funds. Currently, the Village's red light camera vendor American Traffic Solutions (ATS) (formerly Laser Craft) receives checks at their location and electronically transfer amounts to the Village's account at Willowbrook Community Bank.

Originally the Village was instructed to contract with First Tennessee Bank for lockbox services. As a result of the ATS buyout of LaserCraft staff and the migration to the ATS software, staff recently learned that US Bank will now be providing lockbox services. **The lock-box agreement with First Tennessee Bank was never executed.**

The attached ordinance will update the approved depository list by deleting First Tennessee Bank and adding US Bank as an approved depository. Amounts collected through the US Bank lockbox will be transmitted electronically to the Village's account at Willowbrook Community Bank. ATS is responsible for paying 100% of the fees.

In order to for the Village to place funds on deposit with a banking institution the following criteria must be met:

- Institution must be a member of the FDIC
- If funds are over FDIC amount the Institution must post collateral
- Institution must have a capital asset ratio of 5 or better, total risk based capital of 10 and minimum net capital assets of \$5,000,000

Staff verified through the FDIC website that all of the institutions listed within the ordinance meet the required criteria.

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

ACTION PROPOSED: Pass the ordinance

ORDINANCE NO. 10-O-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE
OF WILLOWBROOK - TITLE 1, SECTION 1-8-5 (C), DESIGNATION
OF DEPOSITORIES

BE IT ORDAINED by the President and Board of Trustees
of the Village of Willowbrook, DuPage County, Illinois, that the
Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 1, Section 1-8-5 (C) of the
Village Code of the Village of Willowbrook entitled "Designation
of Depositories" is deleted in its entirety and in lieu thereof,
the following language shall be substituted:

(C) Designation of Depositories: The Director of Finance is
hereby authorized to deposit funds in the following financial
institutions:

Community Bank of Willowbrook (Branch of Hinsdale Bank & Trust)
National City Bank
Chase Bank
MB Financial Bank
Charter One Bank
Citizens Federal Bank
Illinois Funds
US Bank

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

SECTION THREE: 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 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

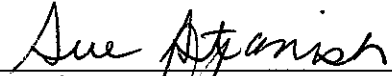
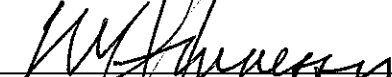
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO AMEND MASTER AGREEMENT DATED MARCH 24, 2008 TO ADD COLLECTION SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND LASERCRAFT, INC.

AGENDA NO.

17

AGENDA DATE: 12/13/10**STAFF REVIEW:****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)**

The Village currently uses AR Concepts for collection services for various items such as parking tickets and other fees. Staff has been satisfied with the performance of AR Concepts over the past several years. With the red light ticket program in place the process to send red-light tickets to AR Concepts for collection is a manual process. In order to automate the process, our red light camera vendor, American Traffic Solutions (ATS) would have to write special software for the Village. This will not occur.

The attached amendment to the agreement with LaserCraft is between the Village and LaserCraft (ATS) and not the collection agency. The collection agency used by LaserCraft (ATS) for the past four years is Linebarger. Staff completed reference checks with 2 ATS clients that have used Linebarger and both came back with favorable comments on the services provided. The collection fee of 30% is comparable to our current fees with AR Concepts. Automation of the red light ticket collection process will greatly improve efficiencies.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**ACTION PROPOSED:** Adopt the resolution

RESOLUTION NO. 10-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND
VILLAGE CLERK TO AMEND THE MASTER AGREEMENT DATED
MARCH 24, 2008 BETWEEN THE VILLAGE OF WILLOWBROOK AND
LASERCRAFT, INC TO ADD COLLECTION SERVICES

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the
Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be
and the same are hereby authorized to amend the Master Agreement dated March 24, 2008
between the Village of Willowbrook and LaserCraft, Inc. for the purposed of adding collection
services, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES:_____

NAYS:_____

ABSTENTIONS:_____

ABSENT:_____

**AMENDMENT NUMBER ONE
TO
MASTER AGREEMENT**

This Amendment Number One (the "Amendment") is made and entered into this ____ day of _____, 2010 (the "Effective Date") by and between LaserCraft, Inc. having a place of business at 1450 Oakbrook Drive, Suite 900, Norcross, Georgia 30093 ("Lascraft"), and the Village of Willowbrook having a place of business at 7760 Quincy Street, Willowbrook, IL (the "Village" and together with "Lascraft", the "Parties" and each singularly, a "Party").

WHEREAS, the Village and LaserCraft, Inc. entered into a Master Agreement dated March 24, 2008 for red light camera enforcement services (the "Agreement");

WHEREAS, Lascraft and the Village now wish to amend the Agreement to add a certain provision to the Agreement;

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Attachment 5 to Schedule 1 of the Agreement, "PRICING" is hereby amended by adding after the last paragraph of Attachment 5 the following:

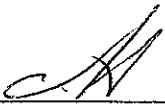
Village agrees to use Lascraft Collections Services and to compensate Lascraft for said Collection Services as indicated below:

Pre-Collection Letter and Skip Tracing Services	10% of recovered revenue in addition to Lascraft normal fee
Delinquent Collections Services (includes pre-collection letter, skip tracing services and collection services)	30% of recovered revenue in addition to normal fee

2. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions and provisions of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representative as of the day and year first above written.

LASERCRAFT, INC.

By: 
Printed Name: Adam E. Tuton
Title: COO

THE VILLAGE OF WILLOWBROOK

By: _____
Printed Name: _____
Title: _____

**AMENDMENT NUMBER ONE
TO
MASTER AGREEMENT**

This Amendment Number One (the "Amendment") is made and entered into this ____ day of _____, 2010 (the "Effective Date") by and between LaserCraft, Inc. having a place of business at 1450 Oakbrook Drive, Suite 900, Norcross, Georgia 30093 ("Lascraft"), and the Village of Willowbrook having a place of business at 7760 Quincy Street, Willowbrook, IL (the "Village" and together with "Lascraft", the "Parties" and each singularly, a "Party").

WHEREAS, the Village and LaserCraft, Inc. entered into a Master Agreement dated March 24, 2008 for red light camera enforcement services (the "Agreement");

WHEREAS, Lascraft and the Village now wish to amend the Agreement to add a certain provision to the Agreement;

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Attachment 5 to Schedule 1 of the Agreement, "PRICING" is hereby amended by adding after the last paragraph of Attachment 5 the following:

Village agrees to use Lascraft Collections Services and to compensate Lascraft for said Collection Services as indicated below:

Pre-Collection Letter and Skip Tracing Services	10% of recovered revenue in addition to Lascraft normal fee
Delinquent Collections Services (includes pre-collection letter, skip tracing services and collection services)	30% of recovered revenue in addition to normal fee

2. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions and provisions of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representative as of the day and year first above written.

LASERCRAFT, INC.

By: _____
Printed Name: Adam E Tuton
Title: COO

THE VILLAGE OF WILLOWBROOK

By: _____
Printed Name: _____
Title: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO ENTER INTO AN AGREEMENT WITH US BANK AND AMERICAN TRAFFIC SOLUTIONS FOR LOCKBOX SERVICES

AGENDA NO. 18

AGENDA DATE: 12/13/10

STAFF REVIEW:

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)

Based on new security requirements American Traffic Solutions (ATS) (formerly Laser Craft) can no longer process and scan checks from their location. Originally LaserCraft was working with First Tennessee Bank for lock-box services. Staff learned from our LaserCraft representative one day after Board approval of the First Tennessee Bank agreement that First Tennessee Bank will not be utilized by ATS for lockbox. A timeline of events is as follows:

- LaserCraft is purchased by ATS
- October 11, 2010 – Lockbox services with First Tennessee Bank approved by Finance Committee
- October 11, 2010 – Lockbox services with First Tennessee approved by Village Board
- October 12, 2010 – Meeting held with LaserCraft and ATS personnel to review the ATS red-light camera software (with the merger of LaserCraft and ATS, original LaserCraft clients required to migrate to ATS software. The original LaserCraft cameras will still be utilized).
- **October 12, 2010 – Staff learns that ATS uses US Bank for Lockbox services vs. First Tennessee Bank.**
- October 12, 2010 – Staff DOES NOT send executed agreement to First Tennessee Bank
- December 13, 2010 – New depository ordinance and lockbox agreement and with US Bank on Finance Committee agenda.
- December 13, 2010 – New depository ordinance and lockbox agreement and with US Bank on Village board agenda.

The attached the Lockbox Service Agreement between ATS, the Village and US Bank will allow red light ticket payments to be processed by US Bank and sent electronically to the Village.

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

ACTION PROPOSED: Adopt the resolution

RESOLUTION NO. 10-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND
VILLAGE CLERK TO ENTER INTO AN AGREEMENT WITH US BANK
AND AMERICAN TRAFFIC SOLUTIONS FOR LOCKBOX SERVICES

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized to enter into a Lockbox Agreement between the Village of Willowbrook, US Bank and American Traffic Solutions., in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



BLOCKED ACCOUNT CONTROL AGREEMENT

This Blocked Account Control Agreement (this "Agreement") is dated as of _____, and entered into by and among AMERICAN TRAFFIC SOLUTIONS, INC. ("Company"), VILLAGE OF WILLOW BROOK ("Municipality") and U.S. BANK NATIONAL ASSOCIATION ("Depository Bank").

1. **Deposit Account.** Pursuant to certain agreements between Company and Municipality, Company has granted to Municipality a security interest in all rights of Company with respect to account(s) number 0750000724 (such account(s), together with all substitutions and replacements therefor, the "Deposit Account") located at Depository Bank and subject to the terms of the Deposit Agreements (as hereinafter defined). The terms and conditions of this Blocked Account Control Agreement (this "Agreement") are in addition to any deposit account agreements and other related agreements that Company has with Depository Bank, including without limitation all agreements concerning banking products and services, treasury management documentation, account booklets containing the terms and conditions of the Deposit Account, signature cards, fee schedules, disclosures, specification sheets and change of terms notices (collectively, the "Deposit Agreements"). The provisions of this Agreement shall supersede the provisions of the Deposit Agreements only to the extent the provisions herein are inconsistent with the Deposit Agreements, and in all other respects, the Deposit Agreements shall remain in full force and effect. All items deposited into the Deposit Account shall be processed according to the provisions of the Deposit Agreements, as amended by this Agreement.
2. **Security Interest.** Company has granted to Municipality a security interest in, among other property, the Deposit Account and all credits or proceeds thereto and all monies, checks and other instruments held or deposited therein (all of which shall be included in the definition of the "Deposit Account"). Company represents and warrants that it has the legal right to pledge the Deposit Account to Municipality, that the funds in the Deposit Account are not held for the benefit a third party, and that that there are no perfected liens or encumbrances with respect to the Deposit Account. Company covenants with Municipality that it shall not enter into any acknowledgment or agreement that gives any other person or entity except Municipality control over, or any other security interest, lien or title in, the Deposit Account.
3. **Control.** In order to provide Municipality with control over the Deposit Account, Company agrees that Depository Bank shall comply with any and all orders, notices, requests and other instructions originated by Municipality directing disposition of the funds in the Deposit Account without any further consent from Company, even if such instructions are contrary to any of Company's instructions or demands or result in Depository Bank dishonoring items which may be presented for payment. Company agrees that instructions from Municipality may include the giving of stop payment orders for any items presented to the Deposit Account, instructions to transfer funds to or for the benefit of Municipality or any other person or entity, and instructions to close the Deposit Account.
4. **Access to Deposit Account.** The Deposit Account shall be under the control of Municipality; provided, that unless and until Depository Bank receives Municipality's written notice that Company's access to the funds in the Deposit Account is terminated, Depository Bank shall honor Company's instructions, notices and directions with respect to the transfer or withdrawal of funds from the Deposit Account, including paying or transferring the funds to Company or any other person or entity.

Upon receipt of a written notice from Municipality instructing Depository Bank to terminate Company's access to funds in the Deposit Account, Depository Bank shall transfer all funds (subject to Depository Bank's funds availability policy) in the Deposit Account to a designated account in accordance with Municipality's written instructions. Municipality shall promptly contact Depository Bank to confirm Depository Bank's receipt of Municipality's written instructions. Any written notice sent pursuant to this Section 4 and confirmed to have been received after Depository Bank's business hours shall not be deemed sent until the next business day. Depository Bank shall have a reasonable time to act on Municipality's written notice.

5. **Subordination by Depositary Bank.** Company and Depositary Bank acknowledge notice of and recognize Municipality's continuing security interest in the Deposit Account and in all items deposited in the Deposit Account and in the proceeds thereof. Depositary Bank hereby subordinates any statutory or contractual right or claim of offset or lien resulting from any transaction which involves the Deposit Account upon confirmation of Depositary Bank's receipt of Municipality's notice under Section 4. Notwithstanding the preceding sentence, nothing herein constitutes a waiver of, and Depositary Bank expressly reserves all of its present and future rights with respect to: (i) fees and expenses ("Fees") related to the Deposit Account; (ii) any checks, ACH entries, wire transfers, merchant card transactions, or other paper or electronic items which were deposited or credited to the Deposit Account that are returned, reversed, refunded, adjusted or charged back for insufficient funds or for any other reason ("Returned Items"); (iii) obligations and liabilities connected with the Deposit Account that arise out of any treasury management services provided by Depositary Bank, its subsidiaries or affiliates, including but not limited to, ACH, merchant card, zero balance account, sweeps, controlled disbursement or payroll ("Overdrafts"). Depositary Bank may charge the Deposit Account or other accounts of Company maintained at Depositary Bank to cover Fees, Returned Items or Overdrafts. If there are insufficient funds in the Deposit Account or any of Company's other accounts to cover the Fees, Returned Items and Overdrafts, Company agrees to immediately reimburse Depositary Bank for the amount of such shortfall. If Company fails to pay the amount demanded by Depositary Bank, Municipality agrees to reimburse Depositary Bank within three (3) business days of demand thereof by Depositary Bank for any Returned Items and Overdrafts to the extent Municipality received payment in respect thereof pursuant to section 4.

6. **Indemnity.** Company agrees to defend, indemnify and hold Depositary Bank and its directors, officers, employees, attorneys, successors and assigns (collectively "Depositary Bank") harmless from and against any and all claims, losses, liabilities, costs, damages and expenses, including, without limitation, reasonable legal and accounting fees (collectively, "Claims"), arising out of or in any way related to this Agreement, excepting only liability arising out of Depositary Bank's gross negligence or willful misconduct. Without regard to Company's indemnification obligations to Depositary Bank, Municipality agrees to: (i) reimburse Depositary Bank for any Returned Items and Overdrafts (the proceeds of which were received by Municipality) and (ii) defend, indemnify and hold Depositary Bank harmless from and against any and all Claims arising out of Depositary Bank's compliance with Municipality's instructions. Municipality's obligations to Depositary Bank hereunder shall in no way operate to release Company from its obligations to Municipality and shall not impair any rights or remedies of Municipality to collect any such amounts from Company. IN NO EVENT WILL DEPOSITARY BANK BE LIABLE FOR ANY INDIRECT DAMAGES, LOST PROFITS, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHICH ARISE OUT OF OR IN CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS AGREEMENT EVEN IF DEPOSITARY BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Depositary's Bank's Responsibility.** The duties of Depositary Bank are strictly limited to those set forth in this Agreement and Depositary Bank is not acting as a fiduciary for any party hereto. Depositary Bank shall be protected in relying on any form of instruction, notice, or other communication purporting to be from an authorized representative of Municipality which Depositary Bank, in good faith, believes to be genuine and what it purports to be. Depositary Bank shall have no duty to inquire as to the genuineness, validity, or enforceability of any such instruction, notice or communication even if Company notifies Depositary Bank that Municipality is not legally entitled to originate any such instruction, notice or communication. The Deposit Account and all actions and undertakings by Depositary Bank shall be subject to all rules and regulations relating to the Deposit Account and to applicable law. If requested by Municipality, Company authorizes Depositary Bank to provide to Municipality a copy of the Deposit Account statement.

8. **Termination.** This Agreement shall not be terminable by Company so long as any obligations of Company to Municipality are outstanding and unpaid. This Agreement may be terminated by Depositary Bank upon thirty (30) days prior written notice to all parties; provided, however, that Depositary Bank may terminate this Agreement immediately in the event Municipality fails to make payments to Depositary Bank in accordance with section 5 above. This Agreement may be terminated by Municipality in a writing sent to Depositary Bank in which Municipality releases Depositary Bank from any further obligation to comply with instructions originated by Municipality with respect to the Deposit Account. Any available funds

remaining in the Deposit Account upon termination or deposited in thereafter shall be transferred in accordance with the provisions of section 4 above after deduction for any amounts otherwise reimbursable to Depositary Bank as provided hereunder. Termination shall not affect the rights and obligations of any party hereto with respect to any period prior to such termination.

9. **Legal Process and Insolvency.** In the event Depositary Bank receives any form of legal process concerning the Deposit Account, including, without limitation, court orders, levies, garnishments, attachments, and writs of execution, or in the event Depositary Bank learns of any insolvency proceeding concerning Company, including, without limitation, bankruptcy, receivership, and assignment for the benefit of creditors, Depositary Bank will respond to such legal process or knowledge of insolvency in the normal course or as required by law.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties agree that Minnesota is the "bank's jurisdiction" for purposes of the Uniform Commercial Code.

11. **Notices.** Except as otherwise provided in this Agreement, all notices and other communications required under this Agreement shall be in writing and may be personally served or sent by facsimile, overnight courier, or registered/certified United States Mail, and shall be deemed given when delivered in person, or received by facsimile, courier or United States Mail at the address specified below. Any party may change its address for notices hereunder by notice to all other parties given in accordance with this section 11.

Company: American Traffic Solutions, Inc.

Attn: _____

Facsimile: _____

Telephone: _____

Municipality: _____

Attn: _____

Facsimile: _____

Telephone: _____

Depositary Bank: U.S. Bank National Association

Attn: _____

Facsimile: _____

Telephone: _____

12. **Miscellaneous.** This Agreement shall bind and benefit the parties and their respective successors and assigns. This Agreement may be amended only with the prior written consent of all parties hereto. None of the terms of this Agreement may be waived except as Depositary Bank may consent thereto in writing. No delay on the part of Depositary Bank in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which Depositary Bank would otherwise have.

13. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

14. **Jury Trial Waiver.** COMPANY, MUNICIPALITY AND DEPOSITARY BANK HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR SERVICES RENDERED IN CONNECTION WITH THIS AGREEMENT.

AMERICAN TRAFFIC SOLUTIONS, INC.
COMPANY

By: _____
Name: _____
Title: _____

MUNICIPALITY

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION
DEPOSITARY BANK

By: _____
Name: _____
Title: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE FINANCIAL AND ACCOUNTING SERVICES – SIKICH LLP

AGENDA NO. 19

AGENDA DATE: 12/13/10

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____



LEGAL REVIEW: William Hennessy,
Village Attorney

SIGNATURE: _____



RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: _____



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

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

With the recent resignation of Director of Finance Sue Stanish, arrangements have been made to provide interim coverage of the Finance Director duties after December 22nd. In an effort to maintain independence between the day-to-day accounting duties of the position and our financial auditing performed by Wolf & Company, Sikich was asked to provide a proposal for professional services. The proposal includes providing a CPA to the Village to perform the duties of the Finance Director position on an interim basis.

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

One of the Sikich employees available to us is Ms. Caroline Dittman. Ms. Dittman has been with Sikich for over 15 years and has completed Willowbrook's financial audits for ten years, prior to the Village recently switching to Wolf & Company. Therefore, she is familiar with our accounting practices as well as our finance department personnel. We have received positive comments from staff, particularly Sue Stanish and Janet Kufrin, regarding Ms. Dittman and believe she would be very capable of performing the duties of the Finance Director on an interim basis, and would also be a good fit with Village staff.

In accordance with the Sikich proposal, Ms. Dittman's rate is \$115/hour. Staff anticipates that she may work 2 to 3 days a week during an initial transition period with Sue, and would later work up to 2 days a week. During this time, more routine tasks performed by the position will be covered by other Village staff.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 10-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE
CLERK TO ACCEPT A PROPOSAL TO PROVIDE FINANCIAL AND
ACCOUNTING SERVICES – SIKICH LLP

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook,
Du Page County, Illinois, that the Village hereby accepts a proposal provided by Sikich LLP to
provide financial and accounting services to the Village, and that the Village President and Village
Clerk are hereby authorized to sign the Proposal attached hereto and incorporated herein as
Exhibit "A".

ADOPTED and APPROVED this 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Proposal: Provide Financial and Accounting Services

Presented to:
Village of Willowbrook, Illinois



Certified Public Accountants and Advisors

998 Corporate Blvd • Aurora IL 60502 • 630.566.8400 • 630.566.8401 (fax)

TABLE OF CONTENTS

Transmittal Letter	3
Service Need	4
Proposal	
Qualifications	5
Sikich LLP	
Additional Sikich Resources	
Engagement Team	
Client References	
Fee Structure	11
Assumptions	
Agreement- Financial and Accounting Services	
Exhibits	13
Engagement Team Biographies	
Firm Profile	



998 Corporate Boulevard • Aurora, IL 60502

Certified Public Accountants & Advisors

*Members of American Institute of
Certified Public Accountants*

December 2, 2010

The Honorable President Robert Napoli
Members of the Board of Trustees
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527-5594

Dear President Napoli:

Sikich LLP is pleased to submit a proposal to provide professional financial and accounting services to the Village of Willowbrook. We have the proven resources available to assist you in a variety of financial services capacities, on a temporary basis, an interim period, or a long-term basis. Because of our familiarity with Willowbrook as auditors and interim administrator, we have a good understanding of Village operations as well as the duties and responsibilities of its employees. .

We believe our government experience, knowledge, and training are particularly well-suited to this type of engagement. As the following will demonstrate, we have the unique and appropriate qualifications, as well as practical municipal expertise, requisite to successfully meeting the service needs. We bring an extensive knowledge of key functions, such as accounting, budgeting, capital planning, debt management, and financial reporting—resulting from years of hands-on municipal management experience.

Thank you for the opportunity to submit a proposal for this service. Should you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. Lantz'.

Frederick G. Lantz, CPA
Partner-in-Charge, Government Services

A handwritten signature in black ink, appearing to read 'Larry W. Maholland'.

Larry W. Maholland, CPA
Director, Local Government Management Services



SERVICE NEED

PROPOSAL

With the knowledge that Willowbrook is in a transition period—determining the most effective resource structure —Sikich proposes to assist the Village with the following services:

Current Situation

With the Director of Finance's recent resignation, there is an immediate requirement to meet the Village's accounting and financial reporting needs, and possibly an opportunity to consider a long-term change in operational practice. Sikich will assume the role of Director of Finance to assure short-term accounting and financial reporting needs are met, while also providing a window of opportunity for an assessment of the effectiveness and efficiency of such an arrangement on a permanent basis.

Financial and Accounting Services

Project Kick Off

We recommend that a project leader be identified by the Village as the person through whom Sikich will report progress and challenges. Initially, we will meet with this person and any others that can provide important information in developing a clear understanding of existing operations, as well as areas that require immediate attention. It is our understanding that the most immediate need will be to ensure that routine accounting and reporting activities continue to be met in a timely and accurate manner.

Comprehensive Accounting Services

Sikich will provide routine and comprehensive accounting services including: oversight of accounting operations, budget reporting, purchasing activities, creating and interpreting financial reports, internal controls, utility billing, and any other routine financial services that will ensure the accuracy and adequacy of Village finances.

Sikich is uniquely qualified for these duties because each person on the engagement team (see **Qualifications**) has had many years of experience in the public sector environment. In addition, Sikich provides continual and comprehensive training for its staff that reinforces existing knowledge with teachings on new standards and pronouncements. Beyond these highly trained and experienced individuals, there is an unmatched reservoir of expertise and resources available from the Sikich Government team.

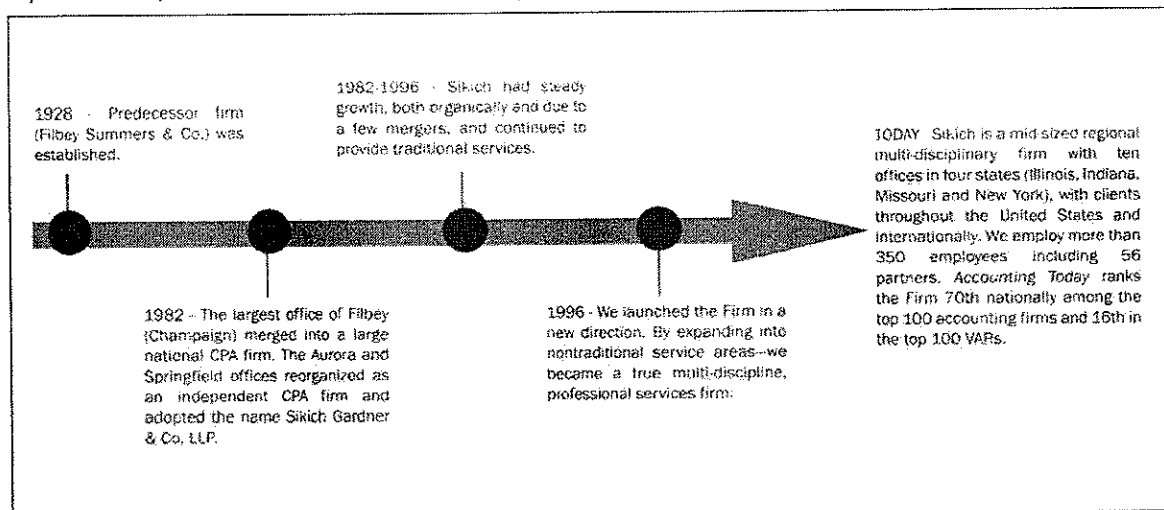
Based on other engagements and after initial orientation, we anticipate that financial services can be completed in two days per week—resulting in a savings for the Village over the cost of a full-time Finance Director. In fact, we find that even though the hourly rate must be necessarily higher for a contracted employee, the reduction in hours and cost-per-productive-hour (i.e., wages and benefits divided by hours actually worked) of a full time employee more than offsets this higher cost. The interim finance director or project leader will also attend Village meetings at the request of the Village Administrator. Throughout our engagement, we will maintain close communications with all required staff and work to achieve a seamless transition in the finance department.



QUALIFICATIONS

SIKICH LLP

The Firm of Sikich LLP traces its foundation to a predecessor firm founded in 1928. Today we are one of the fastest growing regional firms in Illinois with seven offices in Illinois located in Aurora, Buffalo Grove, Chicago, Decatur, Naperville, Rockford, and Springfield and offices in Indianapolis, Indiana; New York, New York; and St. Louis, Missouri. We have been recognized as one of Chicago's 101 Best and Brightest Companies to Work For, (Recognition: 2010, 2009, 2008, 2007, and 2006). In addition, *Crain's Chicago Business 2009 Book of Lists* ranks Sikich as Chicago's 13th largest Accounting Firm and *Accounting Today Top 100 Firms*, 2010 ranks Sikich 57th nationally.



Through these offices, we provide a wide spectrum of services including audit, tax, accounting and management consulting services. In addition, through various other service areas of Sikich, we provide technology, investment, human resource, employee benefit and marketing services. Client service needs are met promptly and professionally by our unique team philosophy, which allows each client to work with a team of specialists that focus on providing these services to a specific industry. Government and non-profit organizations, manufacturing and distribution, construction, and professional service firms are some of the more significant industries served by these teams.

Technical Expertise

Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specialize in the management, operations, and financing of state and local governments, park districts, intergovernmental organizations, and special districts. This focus and our exemplary reputation assures the Village of Willowbrook the highest quality work and the most cost effective delivery of services. Sikich's state and local government team provides services to more than 350 counties, cities, villages, towns and other Illinois governments, including the second, fifth and eighth largest cities and the second and third largest park districts. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our Firm to develop an extensive nationally



recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

The Local Government Management Services team includes former local government professionals, who retain strong ties to government networks, associations, and resources. Their years of education, training, and work make them extremely familiar with the public sector environment and readily able to serve governments in a variety of specialized areas.

Quality Control

The Village of Willowbrook can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our Firm has been a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office (GAO), for more than twenty-five years. In 2008 we received our seventh consecutive peer review unmodified report, without a letter of comments. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Director of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich is a member of the AICPA Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services.

Statement of Independence

Sikich has evaluated its independence from the Village of Willowbrook and its component units in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2007 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village of Willowbrook and its component units, and is independent with respect to any non-attest services provided to the Village of Willowbrook and its component units, both in fact and in appearance to any knowledgeable third party.

License to Practice in Illinois

The Firm of Sikich LLP is a licensed Public Accountant Limited Liability Partnership in Illinois (license #66003284). All of the partners and managers assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full-time staff and are either registered Certified Public Accountants or are completing the exam.



ADDITIONAL SIKICH RESOURCES

Sikich is a full service CPA Firm with various service areas providing a wide array of business and financial services for our clients. These services include:

- Accounting
- Auditing
- Tax services
- Employee benefit plan consulting and audits
- Technology solution/production and implementation
- Network installation and administration
- Human resource consulting and outsourcing
- Marketing enhancement services
- Investment management services for individuals and pension plans

Through these service areas, management advisory services in various specialized areas are available should the need for such assistance arise. Our additional services engagements are directed by partners, principals, and other professionals who have experience in management consulting and in the specific areas we are requested to review. Independence standards may preclude us from performing some additional services for the Village and we would need to review the standards and the types of services with the Village before proposing on any additional engagements.

Our governmental clients often require services in special areas such as:

- Budget development
- Trend monitoring and forecasting
- Rate settings
- Bond issuances and refunding
- Escrow verifications
- Cash management
- Employee benefits
- EDP applications
- Policies and procedures documents
- Training
- Temporary staffing
- Insurance and risk management analysis
- Personnel policy development and implementation

ENGAGEMENT TEAM

Sikich currently has fifty-six partners and more than three hundred and fifty professional staff. Eight of these partners and more than fifty professional staff are devoted extensively to the Firm's local government services CPA team. We would staff the Village engagement with professional staff from this industry team, as well as from our Local Government management team—both out of our Aurora office.

Following are brief descriptions of the engagement team. Detailed biographies follow in the **Exhibit** section of this report.



Larry W. Maholland, CPA

Director, Local Government Management Services

Larry has over 30 years of local government experience. He is the former City Administrator of St. Charles, Illinois, where he implemented the City's annual Business Plan, performance measurement program, survey initiatives, and fiscal policies. Prior to his appointment as Administrator, he served as the City's Finance Director for 15 years. His background also includes service as Director of Finance for the Village of Streamwood as well as Business and Revenue Facilities Manager for the Arlington Heights Park District, where he had responsibility for all operations of the district's racquet club and golf course and the business activities for all other parks and facilities. During his years in local government, he was recognized as a leader in municipal strategic planning and performance measurement. He still frequently speaks on both topics and has taught courses on public sector budgeting and finance for Northern Illinois University's Masters of Public Administration program.

Frederick G. Lantz, CPA

Partner-in-Charge, Government Services

Fred has over twenty-five years of experience in the state and local government industry, including leading our local government team on over sixty local engagements, and is a nationally recognized expert in the industry. He is a licensed certified public accountant and graduate of Northern Illinois University with a degree in Accounting. Prior to joining Sikich LLP, Fred was the Assistant Director of Technical Services at the GFOA and spent ten years managing the Certificate of Achievement Program. His expertise in the Certificate program serves as a valuable resource to all of our local government clients.

Janet M. Matthys, CPA

Senior Manager

Ms. Matthys has served the government sector since 1982 and is responsible for providing technical services to clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. She has been instructor for the Illinois CPA Society Report Review Course, Illinois Finance Officers Association, and a guest lecturer at the Northern Illinois University Masters of Accounting program. Ms. Matthys is a graduate of Illinois State University with a degree in Accounting.

Debbie Crabtree, CPA

Senior Consultant

Ms. Crabtree has over fourteen years of experience in the state and local government industry, including serving as accounting manager for one of the largest park districts in the state and assistant finance director for a medium sized home rule unit of government. She performs monthly accounting and special projects for a diverse group of governmental entities including municipalities, park districts, fire protection districts and police and fire pension funds. Ms. Crabtree is a graduate of Augustana College with a degree in Accounting and Business Administration.



Caroline A. Dittman, CPA

Manager

As a manager, Ms. Dittman is responsible for performing the day-to-day execution of many projects. Ms. Dittman has eleven years of experience providing professional services to local governments, including service as acting finance director, assistant finance director and accounting manager for a variety of entities. Ms. Dittman, a certified public accountant, is a graduate of Benedictine University with a degree in Accounting.



CLIENT REFERENCES

We encourage you to speak directly with our clients to hear first-hand of the caliber of service and attention we provide our clients. We are proud of our client relationships, and we are confident you will discover that our people are the critical and distinguishing element in our ability to consistently deliver high quality service. Following is a list of significant engagements, led by members of our Local Government division:

<u>Name / Information</u>	<u>Contact</u>
<i>Accounting and Financial Services</i>	
<i>Village of Berkeley</i> 5819 Electric Avenue Berkeley, IL 60163 Work performed: Rita Boserup provided the Village with finance director functions on a part-time permanent basis Project date: May 2003 -- June 2010	Ms. Jennifer Johnsen Village Administrator (708) 449-8840
<i>Chicago Executive Airport</i> 1020 South Plant Road Wheeling, IL 60090 Work performed: In a transition period, Rita Boserup performed the Airport's finance director functions Project date: May 2010 -- October 2010	Mr. Dennis Rouleau Airport Manager (847) 537-2580
<i>Village of Burr Ridge</i> 7660 County Line Road Burr Ridge, IL 60527 Work performed: Assisted in bookkeeping and special projects in absence of assistant finance directors Project dates: February 2008 -- July 2008 and July 2005 -- October 2005	Mr. Jerry Sapp Finance Director (630) 654-8181
<i>Village of Westmont</i> 31 West Quincy Street Westmont, IL 60559 Work performed: Assisted in finance staff transition Project date: April 2006 -- December 2008 and June 2010Present	Mr. Ron Searl Village Manager (630) 981-6210
<i>Village of Lemont</i> 418 Main Street Lemont, IL 60439 Work performed: Providing interim finance director services Project date: November 2010 - Present	Mr. George Schafer Assistant Village Administrator (630) 243-2709



FEE STRUCTURE

ASSUMPTIONS

Our fees for the services to be determined by the Village of Willowbrook would be based on actual time spent on the engagement. Shown below are the rates, with estimates of project hours and cost, for the financial and accounting services described herein.

The engagement team would be led by Larry Maholland. One person from our proposed team would be designated as the director of finance (Carrie Dittman) and would be on-site to provide services as well as support to other staff members as required. Based on the discussion of your needs, we estimate the financial and accounting services can be provided with an average of 60 hours per month. Before commencing services, we would agree to the specific areas of responsibility and a general schedule.

Sikich project leaders would meet with Village administration as required to discuss projects, timelines, and the transition within the department. Staff will also attend Village meetings, at the request of the Village Administrator. We are prepared to begin providing services to Willowbrook immediately upon approval of this proposal. The services can be terminated at anytime by the Village with thirty (30) days notice.



AGREEMENT—FINANCIAL AND ACCOUNTING SERVICES

The Village of Willowbrook agrees to pay Sikich LLP the fees delineated below for the Financial and Accounting Services described herein:

- \$115/hr: Work by Interim Finance Director

Any additional services required by other Sikich staff will be reviewed with the Village Administrator prior to proceeding, and thereafter would be billed at regular rates. Beginning January 1, 2012 these fees are subject to change annually to reflect cost increases, however, shall not exceed 3%.

Our Firm's philosophy on additional fees and/or billings is based on an understanding between the Firm and the Village of Willowbrook of the scope of the work to be performed. The billings for the engagement will not exceed this fee unless the Village of Willowbrook specifically requests that the scope of the engagement be expanded and the Village of Willowbrook and Firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

We invoice our clients on a monthly basis as services are provided. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty (60) days of receipt of an invoice. Invoices not paid within sixty days are assessed a finance charge of one (1) percent per month (12%) annually.

Date

Sikich LLP

Date

Village of Willowbrook



EXHIBITS

ENGAGEMENT TEAM BIOGRAPHIES

- Larry W. Maholland, CPA
- Frederick G. Lantz, CPA
- Janet M. Matthys, CPA
- Debbie Crabtree, CPA
- Caroline A. Dittman, CPA

FIRM PROFILE

Larry W. Maholland, CPA

Director, Local Government Management Services



998 Corporate Blvd.
Aurora, IL 60502
Phone: 630.566.8545
Fax: 630.499.7788
lmaholland@sikich.com

SERVICE AREAS

Governmental Strategic Planning
Governmental Performance Measurement
Business Processes, Budget and Financial Condition Evaluation

EXPERIENCE

Larry Maholland, CPA, is responsible for providing technical services to Sikich's government clients in all areas of performance measures and performance-based strategic planning including process development, training, surveys, and process improvement development and implementation. Larry is the former city administrator of the city of St. Charles, Illinois. Prior to becoming city administrator, he served as the director of finance and administrative services for St. Charles, director of finance for the Village of Streamwood, and business and revenue facilities manager for the Arlington Heights Park District. Larry is a frequent speaker on various aspects of budgeting, strategic planning, and performance measurement having presented to national and international conferences. In 2003, Larry was selected as the Outstanding Alumnus/Model Administrator by the Chicago Chapter of the American Society of Public Administration and Northern Illinois University.

EDUCATION

Bachelor of Science Degree in Business Administration, Illinois State University
Master of Business Administration, Keller Graduate School of Management
Master of Public Administration, Northern Illinois University
Certified Public Accountant
Program for Senior Executives in State and Local Government,
John F. Kennedy School of Government, Harvard University
Advanced Government Finance Institute, Government Finance Officers Association
Program Budgeting, University of Michigan, Graduate School of Business
Six Sigma Methodology, Completion of Black Belt training program

AFFILIATIONS

International City/County Management Association
Illinois City/County Management Association
Downtown St. Charles Partnership, Past Executive Board Member
Government Finance Officers Association, Past Member,
Distinguished Budget Presentation Awards Program Review Panel
St. Charles Public Library Foundation, Past President and Member
Community Unit School District 303 Financial Advisors Committee



Frederick G. Lantz, CPA

Partner-in-Charge, Government Services



998 Corporate Blvd.
Aurora, IL 60502
Phone: 630.566.8557
Fax: 630.499.7557
flantz@sikich.com

SERVICE AREAS

Governmental Audit, Accounting
Governmental Financial Reporting

EXPERIENCE

Frederick G. Lantz, CPA, is responsible for providing technical services to Sikich's clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Prior to joining Sikich, Fred was the assistant director for the Technical Services Center of the Government Finance Officers Association of the United States and Canada (GFOA), where he was a nationally recognized expert in the state and local government industry. At GFOA, Fred was responsible for managing the Certificate of Achievement for Excellence in Financial Reporting Program, providing accounting, auditing, and financial reporting assistance to state and local government officials and their auditors, and serving as a liaison to the Governmental Accounting Standards Board. Fred also developed courses and served as lead instructor for governmental accounting, auditing, and financial reporting training courses. He is a nationally recognized speaker, having spoken at state GFOA and CPA Society meetings and conferences.

EDUCATION

Bachelor of Science Degree in Accounting, Northern Illinois University
Graduate of Advanced Government Finance Institute, University of Wisconsin-Madison

AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Illinois CPA Society (ICPAS)
Government Finance Officers Association (GFOA)
Illinois Government Finance Officers Association (IGFOA),
2004-2006 Executive Board of Directors
National Association of College and University Business Officers (NACUBO)
Central Association of College and University Business Officers (CACUBO)
GFOA Special Review Committee
IGFOA Technical Accounting Review Committee

ARTICLES

"Analysts Warns About Foreclosures," *Chicago Tribune*, April, 2007
"Illinois Eyeing Supreme Court Case on State Tax Breaks," *Crain's Chicago Business*, March, 2006

Janet M. Matthys, CPA

Senior Manager



998 Corporate Blvd.
Aurora, IL 60502
Phone: 630.566.8522
Fax: 630.236.4496
jmatthys@sikich.com

SERVICE AREAS

Governmental Audit, Accounting
Governmental Financial Reporting

EXPERIENCE

Janet M. Matthys, CPA, is a senior manager on Sikich's government team. Janet is responsible for providing technical services to clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. She has participated in audits of municipalities and other governmental units since 1982. Janet has also served as an instructor for the Illinois CPA Society Government Report Review Course, Illinois Government Finance Officers Association and the Illinois Municipal Treasurer's Association, as well as being a guest lecturer at the Northern Illinois University Masters of Accounting program, and firm training courses in governmental auditing and accounting.

EDUCATION

Bachelor's of Science Degree in Accounting, Illinois State University

AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Illinois CPA Society (ICPAS)
Illinois Government Finance Officers Association (IGFOA)
Government Finance Officers Association (GFOA)
Central Association of College and University Business Officers (CACUBO)
ICPAS Government Report Review Committee
GFOA Special Review Committee

Debbie Crabtree, CPA

Senior Consultant

998 Corporate Blvd.
Aurora, IL 60502
Phone: 630.566.8529
Fax: 630.849.2807
dcrabtree@sikich.com

SERVICE AREAS

Governmental Audit, Accounting
Governmental Financial Reporting

EXPERIENCE

Debbie Crabtree, CPA, is a staff accountant at Sikich LLP. Debbie is responsible for performing monthly accounting and special projects for a diverse group of governmental entities including municipalities, park districts, fire districts and police and fire pension funds. Debbie has 14 years of auditing and accounting experience in the local government sector. She most recently served as the Assistant Finance Director at the Village of Glen Ellyn.

EDUCATION

Bachelor's Degree in Accounting and Business Administration, Augustana College

AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Illinois CPA Society (ICPAS)
Illinois Government Finance Officers Association (IGFOA)
Girl Scouts of Trailways Council, Inc., Board Member
Angles of Hope, Inc., NFP, Finance Committee Volunteer

Caroline A. Dittman, CPA

Manager



998 Corporate Blvd.
Aurora, IL 60502
Phone: 630.566.8513
Fax: 630.499.7733
cdittman@sikich.com

SERVICE AREAS

Governmental Audit, Accounting
Governmental Financial Reporting

EXPERIENCE

Caroline A. Dittman, CPA, is a manager on Sikich's government team. She has 11 years of experience providing auditing and accounting services to a variety of municipalities, park districts and other special districts. She has served as interim assistant finance director for a municipality and oversees the performance of monthly accounting and special projects for a diverse group of governmental entities. Caroline is responsible for managing the government team's preparation and filing of its clients' Annual Financial Report for the Illinois Comptroller's Office and Police and Fire Pension annual filings with the Illinois Department of Financial and Professional Regulation, Division of Insurance. She serves as a mentor in Sikich's mentoring program, an instructor in various in-house courses, and assists in new staff training and development.

EDUCATION

Bachelor's Degree in Accounting, Benedictine University, Summa Cum Laude

AFFILIATIONS

Illinois CPA Society (ICPAS)
Illinois Government Finance Officers Association (IGFOA)
Illinois CPA Society Youth Advisory Board, Past Committee Member
Farm Colony Homeowners Association, Past Treasurer
Greater Aurora Chamber of Commerce Leadership Academy, Class of 2001



Organization: Sikich is a dynamic public accounting and consulting firm comprised of more than 350 employees. We trace the roots of our firm to 1928 and a one-man CPA firm founded in Champaign, Illinois. Today, we rank as one of the country's 100 largest CPA firms, operating ten offices in four states.

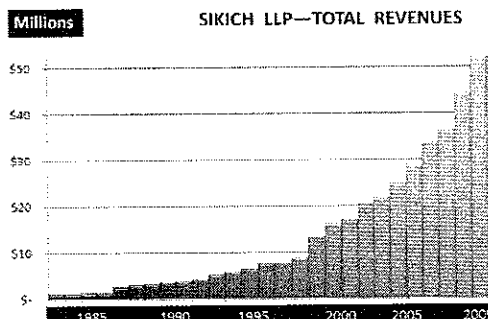
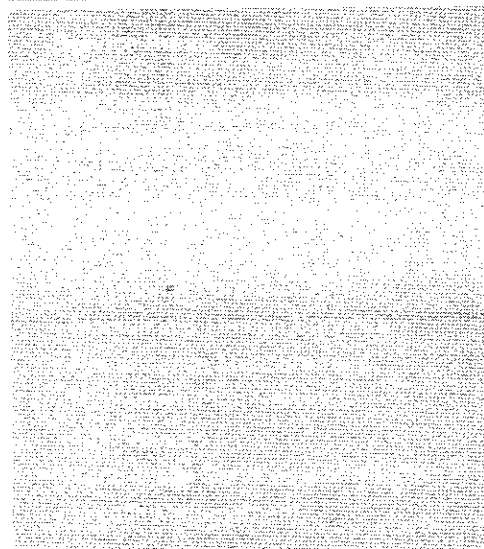
Industries: Sikich provides services and products in a wide range of industries. In certain industries, we have devoted substantial resources to develop a significant base of expertise and experience:

- Construction
- Employee Benefit Plans
- Government
- Individuals
- International Business
- Manufacturing & Distribution
- Not-for-Profit
- Professional Services

Statistics:

Revenues	\$58M
Total Partners	55
Total Employees	303
Total Personnel	358

Personnel count as of January 1, 2010



Awards:

2010, Best Accounting Firms to Work for by *Accounting Today*
 2010, 2009, 2008, 2007, 2006, *Chicago's 101 Best and Brightest Companies to Work For*
 2009, Best Places to Work in Central Illinois, sponsored by *The Springfield Business Journal*
 2010, *Accounting Today Top 100 Firms*: ranked 57th nationally
 2010, *Accounting Today Regional Leaders - Top Firms*: Great Lakes: ranked 9th
 2010, *INSIDE Public Accounting 100 Largest Accounting Firms*: ranked 55th nationally
 2010, *Accounting Today Top 100 Value Added Reseller (VAR)*: ranked 14th
 2007, *Public Accounting Report Top 100*: ranked 73rd, America's 100 Largest Public Accounting Firms
 2010, *The Business Ledger Book of Lists*: ranked 4th, "Accounting Firms," Chicago Western Suburbs
 2010, *Crain's Chicago Business Book of Lists*: ranked 11th, "Accounting Firms"
 2009, 2008, 2006, Sikich designated as member of the Microsoft Business Solutions Inner Circle
 2009, Named "Killer VAR" by *Accounting Today*
 2006, 2005 Two Sikich business solutions clients awarded Microsoft Business Solutions Pinnacle award
 2005, Certified Microsoft Dynamics - NAV Partner of the Year
 2002, Business Achievement Award: Excellence in Business, Medium Company, sponsored by *The Business Ledger*
 2000 - 2009, Microsoft Gold Certified Partner

Certifications:

All professional accounting staff having more than one year of experience have earned or are working toward earning the designation of Certified Public Accountant.

Sikich LLP is a member of the American Institute of Certified Public Accountants' *Governmental Audit Quality Center* and the *Employee Benefit Plan Audit Quality Center*. We adhere to the strict requirements of membership which assure we meet the highest standards of audit quality.

In 2009, Sikich LLP received its 7th consecutive Unmodified Peer Review letter without comment. This is the highest level of practice quality recognized in the public accounting profession.

Microsoft Gold Certified Partner

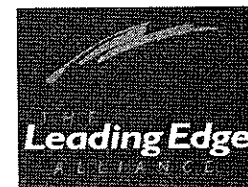
Sikich is a Microsoft Gold Certified Partner; ranked among the top 1% of all Microsoft Dynamics partners worldwide; and carries the following certifications:



Microsoft Small Business Specialist	MRMS (Microsoft Retail Management Systems)
MCP (Microsoft Certified Professional)	CISA (Certified Information Systems Auditor)
MCSE (Microsoft Certified System Engineer)	CNE (Certified Novell Engineer)
CCNA (Cisco Certified Network Associate)	MS CSM (Microsoft Customer Service Manager)
CCDA (Certified Cisco Design Associate)	MS CAE (Microsoft Certified Account Executive)
CCEA (Citrix Certified Enterprise Administrator)	MCDDBA (Microsoft Certified Database Administrator)

Sikich is proud to be part of the Leading Edge Alliance

The Leading Edge Alliance (LEA) has been ranked by the International Accounting Bulletin as the third largest international association of independent accounting firms for 2009. The LEA is an international professional association of independently-owned accounting and consulting firms. Members are top quality firms who share an entrepreneurial spirit and a drive to be the premier provider of professional services in their chosen markets. The Alliance provides Sikich with an unbeatable combination: the comprehensive size and scope of a large multinational company while offering their clients the continuity, consistency and quality service of a local firm.



Offices

Corporate Location 998 Corporate Blvd. Aurora, IL 60502 T: 630.566.8400 F: 630.566.8401	1400 Lake Cook Rd. Suite 155 Buffalo Grove, IL 60089 T: 847.478.9000 F: 847.478.1200	225 W. Washington St. Suite 1610 Chicago, IL 60606 T: 312.458.0000 F: 312.896.1582	132 S. Water St. Suite 300 Decatur, IL 62523 T: 217.423.6000 F: 217.423.6100
1300 Iroquois Ave. Suite 260 Naperville, IL 60563 T: 630.717.7515 F: 630.717.7150	6815 Weaver Rd. Suite 100 Rockford, IL 61114 T: 815.282.6565 F: 815.282.6666	3201 West White Oaks Dr. Suite 102 Springfield, IL 62704 T: 217.793.3363 F: 217.793.3016	8395 Keystone Crossing Suite 200 Indianapolis, IN 46240 T: 317.536.1279 F: 317.536.1307
12655 Olive Blvd. Suite 200 St. Louis, MO 63141 T: 314.275.7277 F: 314.275.2341	11 Penn Plaza 5th Floor New York, NY 10001 T: 212.946.2868 F: 646.607.2065		

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

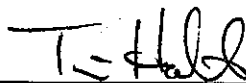
A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AGENDA NO. 20

AGENDA DATE: 12/13/10

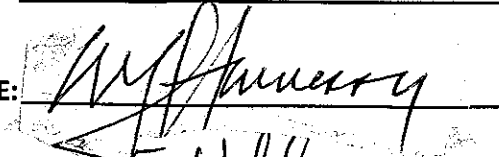
STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____



LEGAL REVIEW: William Hennessy,
Village Attorney

SIGNATURE: _____



RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: _____



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

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

On December 8, 2010, the rank and file members of the IFOP Patrol Officers Labor Union voted to approve the new Collective Bargaining Agreement (CBA). The Agreement provides for a three-year term commencing May 1, 2010 and extending through April 30, 2013. The bargaining process started in June of this year and included three (3) formal negotiation meetings. The tentatively agreed items were then presented to the Village Board on July 26, 2010 and discussed among the Board on August 8th, August 23rd, September 13th, September 27th, October 11th and November 22nd. The draft CBA was then reviewed by the Village Labor Attorney, Mr. James Spizzo of Vedder Price, and exact language revisions were worked out with Mr. Kevin Krug of the IFOP.

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

With regard to wage, the CBA includes increases of 0%, 2%, and 2% over the next three years achieved through a step plan schedule. Other larger items included in the Agreement are: seniority pick for overtime, vacation requests and shifts, a revised performance evaluation tool, language to address sick time abuse, the addition of a health insurance buy-back program, the addition of a light-duty policy, increased compensatory time accruals from 40 hours to 50 hours, bereavement leave language revisions, and revised grievance procedures for disciplinary actions.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 10-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE
CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook,
Du Page County, Illinois, that the Village hereby approves an Agreement between the Village of
Willowbrook and the Illinois Fraternal Order of Police Labor Council, effective May 1, 2010 through
April 30, 2013, and that the Village President and Village Clerk are hereby authorized to sign the
Agreement attached hereto and incorporated herein as Exhibit "A" and any other ancillary
documents

ADOPTED and APPROVED this 13th day of December, 2010.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AGREEMENT

between

THE VILLAGE OF WILLOWBROOK

and

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

May 1, 2010 through April 30, 2013

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION	1
Section 1.1 - Representative Unit.....	1
Section 1.2 - Dues Checkoff	1
Section 1.3 - Fair Share	1
Section 1.4 - Indemnification.....	1
ARTICLE 2 PROBATIONARY OFFICERS.....	1
ARTICLE 3 MANAGEMENT RIGHTS	2
ARTICLE 4 ENTIRE AGREEMENT.....	3
ARTICLE 5 NO STRIKE.....	3
Section 5.1 - No Strike	3
Section 5.2 - Union's Responsibility.....	3
Section 5.3 - No Lockout	3
Section 5.4 - Judicial Restraint.....	4
Section 5.5 - Discipline of Strikers	4
ARTICLE 6 HOURS OF WORK.....	4
Section 6.1 - Purpose of Article	4
Section 6.2 - Work Schedules	4
Section 6.3 - Hours of Work	4
Section 6.4 - Overtime Compensation	4
Section 6.5 - Required Overtime.....	4
Section 6.6 - Officers in Charge.....	5
Section 6.7 - Call Back.....	5
Section 6.8 - No Pyramiding.....	5
Section 6.9 - Compensatory Time.....	5
Section 6.10 - Field Training Officer	5
ARTICLE 7 FURLOUGHS.....	5
Section 7.1 - Furloughs	5
Section 7.2 - General Leaves of Absence	6
Section 7.3 - Military Leave.....	6
Section 7.4 - Jury Duty.....	6
Section 7.5 - Benefits While on Leave.....	6
Section 7.6 - Public Employee Disability Act Leave.....	6
Section 7.7 - Family and Medical Leave.....	6
Section 7.8 - Family Military Leave.....	6
ARTICLE 8 INSURANCE.....	7

TABLE OF CONTENTS (continued)

	Page
Section 8.1 - Coverage	7
Section 8.2 - Termination of Coverage	7
Section 8.3 - Pensioned Officers	7
Section 8.4 - Temporary Coverage	7
Section 8.5 - Termination of All Benefits	7
Section 8.6 - Death of an Officer	8
Section 8.7 - Health Insurance Buy-Back Program	8
ARTICLE 9 VACATIONS	9
Section 9.1 - Vacation Leave	9
Section 9.2 - Vacation Computation	9
Section 9.3 - Vacation Approval and Scheduling	9
Section 9.4 - Accumulation of Vacation Leave	9
Section 9.5 - Pay in Lieu of Vacations.....	9
Section 9.6 - Advancement of Vacation Pay.....	10
Section 9.7 - Termination of Employment.....	10
Section 9.8 - Officers on Special Leave.....	10
ARTICLE 10 BEREAVEMENT, EMERGENCY, AND SICK LEAVE.....	10
Section 10.1 - Bereavement Leave.....	10
Section 10.2 - Emergency Leave.....	10
Section 10.3 - Sick Leave.....	10
Section 10.4 - Sick Leave Incentive.....	12
ARTICLE 11 TRAINING AND ADVANCEMENT OF EDUCATION –	
REIMBURSEMENT	12
Section 11.1 - Education Reimbursement.....	12
Section 11.2 - On-Duty Training.....	12
Section 11.3 - Training Academy Expenses	12
ARTICLE 12 UNIFORM/CLOTHING ALLOWANCE	13
Section 12.1 - Initial Uniform Issue.....	13
Section 12.2 - Uniform Allowance	13
Section 12.3 - Clothing Allowance	13
Section 12.4 - Damage to Personal Property.....	13
ARTICLE 13 COURT APPEARANCE AND COURT STAND-BY PAY	13
ARTICLE 14 BODY ARMOR/VESTS	14
ARTICLE 15 SENIORITY	14
Section 15.1 - Definition of Seniority.....	14
Section 15.2 - Loss of Seniority	14
Section 15.3 - Application of Seniority.....	15

TABLE OF CONTENTS
(continued)

	Page
Section 15.4 - Layoffs and Recall	15
Section 15.5 - Right of Recall	15
Section 15.6 - Notice of Recall	15
Section 15.7 - Seniority List.....	15
ARTICLE 16 GRIEVANCE PROCEDURE.....	16
Section 16.1 - Definition	16
Section 16.2 - Procedure	16
Section 16.3 - Limitations on Authority of Arbitrator	17
ARTICLE 17 UNION REPRESENTATIVES	18
Section 17.1 - Union Representatives	18
Section 17.2 - Union Business	18
ARTICLE 18 MISCELLANEOUS	18
Section 18.1 - Non-Discrimination	18
Section 18.2 - Bulletin Boards	18
Section 18.3 - Partial Invalidity.....	19
Section 18.4 - Subcontracting	19
Section 18.5 - Secondary Employment.....	19
Section 18.6 - Ratification and Amendment	19
Section 18.7 - Inoculations and Immunizations	20
Section 18.8 - Impasse Resolution/Interest Arbitration.....	20
Section 18.9 - Temporary Light Duty Assignments.....	20
Section 18.10 - Duration of Light Duty.....	20
Section 18.11 - Light Duty Assignment Scheduling and Pay.....	21
ARTICLE 19 DISCIPLINE OF OFFICERS	21
Section 19.1 - Board of Police Commissioners.....	21
Section 19.2 - Written Reprimand.....	21
Section 19.3 - Observance of Statutory Requirements	21
Section 19.4 - Review of Personnel Records	21
Section 19.5 - Just Cause.....	21
ARTICLE 20 NO SOLICITATION	22
ARTICLE 21 DRUG AND ALCOHOL TESTING.....	22
ARTICLE 22 LABOR-MANAGEMENT MEETINGS.....	23
Section 22.1 - Meeting Request	23
Section 22.2 - Content	23
Section 22.3 - Attendance	24
ARTICLE 23 SALARIES	24

TABLE OF CONTENTS
(continued)

	Page
Section 23.1 - Salaries.....	24
Section 23.2 - Initial Step Placement	24
Section 23.3 - Entry Level Salaries.....	24
Section 23.4 - Longevity	25
ARTICLE 24 DURATION.....	25
EXHIBIT A CLASSIFICATION AND SALARIES AS OF May 1, 2010	
EXHIBIT B POLICE OFFICER EVALUATION	

PREAMBLE

This collective bargaining agreement is entered into by and between the VILLAGE OF WILLOWBROOK, hereinafter referred to as the "EMPLOYER" or the "VILLAGE," and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as the "UNION" or the "COUNCIL."

ARTICLE 1 RECOGNITION

Section 1.1 Representative Unit The Employer recognizes the Union as the sole and exclusive representative for all sworn police officers below the rank of sergeant ("Police Officers" or "Officers"), excluding sergeants, commanders, Deputy Chiefs of Police, and the Chief of Police and all supervisory, managerial and confidential employees.

Section 1.2 Dues Check-Off With respect to any Police Officer from whom the Employer receives individual written authorization, signed by the Officer, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the Officer the dues and initiation fee required as a condition of membership on the Union, or a representation fee, and shall forward such amount to the Union within (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

Section 1.3 Fair Share During the term of this Agreement, Police Officers who are not members of the Council shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Council for collective bargaining and contract administration services tendered by the Council as the exclusive representative of the Officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Council each month. The Council shall annually submit to the Village a list of the Officers covered by this Agreement who are not members of the Council and an affidavit which specified the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 1.4 Indemnification The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved Police Officer.

ARTICLE 2 PROBATIONARY OFFICERS

Officers hired by the Employer shall serve a probationary period of eighteen (18) months. Probationary Officers are covered by the terms of this contract; however, the parties recognize that probationary Officers may pursue any remedies which are available to them under law.

ARTICLE 3 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Police Department;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To set standards for the services to be offered to the public;
4. To direct the Officers of the Police Department, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule Officers;
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve Officers from duties because of lack of work or funds or other proper reasons;
7. To establish work schedules and to determine the starting and quitting time, and the number of hours worked;
8. To establish, modify, combine or abolish job positions and classifications;
9. To contract out work;
10. To add, delete or alter methods of operation, equipment or facilities;
11. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
12. To establish, implement and maintain an effective internal control program;
13. To suspend, demote, discharge or take other disciplinary action against Officers in accordance with Illinois law; and
14. To add, delete or alter policies, procedures, general orders, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

ARTICLE 4 ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term, subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article III. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 5 NO STRIKE

Section 5.1 No Strike Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Council agrees to inform its members of their obligations under this Agreement and their obligation not to strike as imposed by the Illinois Public Labor Relation Act and to direct them to return to work.

Section 5.2 Union's Responsibility Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- A. Publicly disavow such action by the Officers or other persons involved;
- B. Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the Officers stating that it disapproves of such action instructing all employees to cease such action and return to work immediately; or
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 5.3 No Lockout The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

Section 5.4 Judicial Restraint Nothing contained herein shall preclude the Village or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 5.5 Discipline of Strikers Any Officer who violates the provisions of Section 5.1 of this Article shall be subject to disciplinary action up to and including discharge, as well as any statutory penalties. Any action taken by the Village against any Officer who participates in any action prohibited by Section 5.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, provided that the Council shall have the right to grieve whether the Officer engaged in an action prohibited by Section 5.1 but, if the Village's determination is shown to be correct, not the appropriateness of the penalty imposed or any other issue. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

ARTICLE 6 HOURS OF WORK

Section 6.1 Purpose of Article Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the Employer from restructuring the normal workday, work week or work cycle. It is the Employer's intent that such changes will be infrequent.

Section 6.2 Work Schedules The Employer shall continue to post the work schedules showing the shifts, workdays and work hours to which Police Officers are assigned.

Section 6.3 Hours of Work Except as provided elsewhere in this Agreement, an Officer's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall include a thirty (30) minute paid lunch break and two fifteen (15) minute coffee breaks, which may be combined by the Officer, circumstances permitting. Failure to secure said breaks as a result of workload shall not occasion the payment of overtime.

Section 6.4 Overtime Compensation All hours worked in excess of one hundred sixty (160) hours in the twenty-eight (28) day work cycle shall be compensated at the overtime rate of time and one half ($1\frac{1}{2}$) the Officer's regular hourly rate of pay. Hours paid for but not worked shall be considered as hours worked for purposes of computing overtime.

Section 6.5 Required Overtime The Chief of Police or his designee(s) shall have the right to require overtime work, and Officers may not refuse overtime assignments. In non-emergency situations, the Chief of Police or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific Officers may be selected for special assignments based on specific skills, ability and experience they may possess.

Schedule Overtime Posted overtime assignments shall be filled by rotating seniority based on the seniority list posted in the patrol room. Bargaining unit members shall make one (1) selection from the posted overtime when the pin is on their name. Bargaining unit members will have twenty-four (24) hours in which to make the selection, with the pin moving at 9:00am every day. The Department command shall be

responsible for moving the pin Monday through Friday, with the Day Shift supervisor responsible for moving the pin on Saturday and Sunday. Any assignment not filled by the regular process on the day before the assignment; (Friday for Sunday and Monday details), shall be filled by pick or pass. A pick or pass movement is defined as the acceleration of the pick process from twenty-four (24) hour selection period to an immediate pick or pass process. If the assignment remains unfilled four (4) hours before the start of the detail the following will be implemented: If the assignment is for shift coverage, the least senior on-duty bargaining unit member will be ordered to fill the vacancy.

Un-Scheduled Overtime Vacancies created shall be offered to bargaining unit members on duty by seniority. If the vacancy is not filled by a bargaining unit member on duty, such shall be offered to other bargaining unit members by seniority, by the most senior first, then in descending order. If the vacancy stills remains unfilled, other sworn staff not in the rank of patrol Officer will be provided the opportunity for the overtime. Upon the vacancy not filled after all sworn staff as denoted above has been offered the opportunity, the vacancy shall be filled by the least senior bargaining unit member on duty for the shift needing to be filled.

Section 6.6 Officers in Charge Officers designated as officers in charge will be paid \$4.00 for each hour worked in that capacity.

Section 6.7 Call Back Officers who are called back ~~for emergencies~~ for hours which are not immediately contiguous to the normal working schedule shall be guaranteed a minimum of two (2) hours' work at the overtime rate.

Section 6.8 No Pyramiding Compensation shall not be paid or compensatory time taken more than once for the same hours under any provisions of this Article of Agreement.

Section 6.9 Compensatory Time **Officers may continually add to their compensatory time bank up to fifty (50) hours of replenishable time.** Compensatory time in lieu of overtime pay may be taken with the approval of the Chief of Police.

Section 6.10 Field Training Officer An Officer assigned as a Field Training Officer (FTO) shall receive additional compensation in the amount of one (1) hour at the Officer's overtime rate for each week of service as an FTO. An FTO who performs in that capacity three (3) days during a week shall be regarded as having served as an FTO for the entire week.

ARTICLE 7 FURLOUGHS

Section 7.1 Furloughs The following are designated holidays for purposes of this Article:

New Year's Day	Thanksgiving
Martin Luther King Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

Officers shall receive eleven days of paid furlough within each anniversary year in lieu of holidays. The Officer shall request a furlough and approval shall be given by the Chief of Police with regard due to scheduling considerations, but approval of the use of furlough days shall not be unreasonably denied. At the separation of any Police Officer from Village employment, the Employer shall pay to such Officer an additional compensation equal to the accrued and prorated pay rate of furlough for the current anniversary year. Employees will be paid extra pay, at their regular rate, for the hours they work on holidays.

Section 7.2 General Leaves of Absence Covered employees shall be entitled to general leaves of absence as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

~~Section 7.3 Military Leave Covered employees shall be entitled to military leave as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.~~ **The Village shall comply with the requirements of all current state and federal statutes regarding military leave, compensation, benefits and reinstatement, including but not limited to the Public Employee Armed Services Rights Act, 5 ILCS 330/10 or as amended. The Local Government Employees Benefits Continuation Act, 50 ILCS 140 or as amended; and the Illinois Family Military Leave Act, 820 ILCS 151/1 et seq. or as amended.**

Section 7.4 Jury Duty Covered employees shall be entitled to leave for jury duty as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.5 Benefits While on Leave Covered employees shall be entitled to receive benefits while on approved leave as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.6 Public Employee Disability Act Leave Officers will be afforded all applicable health coverage rights, wages, pension contributions and benefits pursuant to Section 10 of the current Illinois Public Safety Employee Benefits Act, 820 ILCS 320/10 or as amended. An Officer who sustains injuries and/or contracts a contagious disease in the line of duty which renders the Officer unable to perform his or her job duties will be afforded all applicable rights to leave pursuant to the current Illinois Public Employee Disability Act, 5 ILCS 345/1 et. seq. or as amended.

Section 7.7 Family and Medical Leave The Village offers Family and Medical Leave pursuant to the Family and Medical Leave Act, or as amended.

Section 7.8 Family Military Leave Officers will be afforded all applicable rights to family military leave pursuant to the Illinois Family Military Leave Act, 820 ILCS 151/1 et. seq. or as amended.

ARTICLE 8 INSURANCE

Section 8.1 Coverage The Employer shall provide for each Officer a term life insurance policy in an amount not less than one and three-quarters ($1\frac{3}{4}$) times base pay (annual base salary plus longevity) at the Employer's expense. In addition, the Employer shall provide for each Officer accidental death and dismemberment insurance in the same amount at the Employer's expense. The Employer shall allow Officers collectively to purchase at the Officer's expense additional life insurance or accidental death and dismemberment insurance up to \$100,000. Premiums for this additional coverage shall be paid through regular payroll deductions. The Employer shall provide for each Officer a comprehensive medical insurance policy including major medical insurance at the Employer's expense. The Employer shall provide for each Officer a dental insurance policy at the Employer's expense. At the request of any Officer, the Employer shall provide a dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to Officers to any eligible dependent of the Officer. The Employer's contribution toward the cost of the premium for dependent coverage will be 80%.

The Village will pay 100% of the premium for employee coverage under the HMO plan and 80% of the premium for dependent coverage under the HMO plan. The Village agrees that it will use its best efforts to prevent any reductions in optical benefits provided in the current HMO plan.

Section 8.2 Termination of Coverage Benefits for life, medical, dental and accidental death and dismemberment shall terminate immediately upon resignation or termination. Officers shall, however, be afforded all rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 and any amendments to that statute.

Section 8.3 Pensioned Officers Any pensioned Officer shall be eligible to make application for conversion of benefits at his or her expense consistent with applicable laws. The Employer agrees to make its best effort to help secure such conversion benefits if requested by the Officer.

Section 8.4 Temporary Coverage Any Officer on leave of absence with or without pay or on temporary leave or on an extended disability leave shall have life, dental, medical and accidental death and dismemberment benefits as determined by the Village Administrator consistent with law. Such options of the Village Administrator may include:

- A. Full benefits at Employer's expense; or
- B. Full benefits at Officer's expense; or
- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the Officer's expense.

Section 8.5 Termination of All Benefits Notwithstanding the above, the Village Administrator shall not grant benefits at the Employer's expense for a period exceeding thirty (30) days without first securing the approval of the President and Board of Trustees. An Officer disputing the decision of the Village Administrator may appeal his or her decision **per Article 16, Step 4 of the Grievance Procedure.** ~~to the President and Board of Trustees~~

Section 8.6 Death of an Officer In the event that an Officer dies while employed by the Village, the dependents of the Officer may make application for a continuation of medical and dental benefits. Should such dependents be eligible for such coverage as determined by the applicable carrier, the Employer shall provide for the full cost of such participation for one (1) full year following the death of the Officer.

~~**Section 8.7 Retirement Health Savings Plan**~~ **Health Insurance Buy-Back Program** Within three (3) months of the effective date of this Agreement, the Employer will implement the National Fraternal Order of Police VantageCare Retirement Health Savings Plan ("Plan") to Police Officers. ~~Any administrative costs related to such extension will be paid or assumed by the Employer. The Employer will maintain the Plan in force and effect during the remaining term of this Agreement, subject to the Plan's ongoing sponsorship by the ICMA Retirement Corporation, and subject further to the Plan's ongoing compliance with all applicable laws and regulations. Officers will be allowed to participate in and make contributions to the Plan, subject to the terms of the Plan. The Employer shall have no financial obligation or responsibility as a result of Police Officers' participation in the Plan, other than to pay into the Plan the contributions authorized and actually made by Officers. There shall be no direct Employer contributions. The Employer shall have no liability to Officers or their dependents for any losses suffered as a result of the management of the Plan and the investment of funds by its sponsors, administrators, and their agents. Any Officer who does not want to be covered by a Village health insurance plan may decline the coverage.~~

Any employee who does not want to be covered by a Village health insurance plan may decline the coverage. This includes an employee declining family coverage, single coverage or declining dependent coverage and keeping single coverage (such employee must be eligible for the form of coverage). However, because having health insurance is vitally important, no individual will be allowed to decline coverage unless they can offer proof of coverage under another health insurance policy. An employee may only terminate their health insurance election to receive the buy-back benefit during the annual open enrollment period, and/or upon a qualifying event (e.g., divorce, birth of a child).

Employees wishing to terminate their health insurance coverage in order to take advantage of this policy must complete a waiver form and return it to the Finance Department. This waiver will apply to both single (employee only) and dependent and family coverage. A copy of a current medical insurance card showing evidence of coverage through another health insurance carrier must be attached. Following this submission verifying coverage, the insurance through the Village will be terminated effective the first day of the following month after the form is submitted to Finance.

Employees wishing to take advantage of this policy acknowledge that neither the Village nor the Union is liable for any losses sustained by an employee electing to waive his/her health insurance coverage(s) under the existing group insurance plans in favor of coverage under an outside plan of any kind; and further, that the employee assumes all risks in deciding to waive coverage pursuant to this Section.

If single coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If family coverage is waived the reimbursement is fifty percent

(50%) of the current single premium the Village pays. If dependent coverage is waived (employee goes from family to single coverage) the reimbursement is fifty percent (50%) of the current single premium the Village pays.

The reimbursement will be distributed through payroll over twenty-four (24) pay periods. All payments are considered income and are subject to normal withholdings. Individuals whose spouse is also a Village employee are eligible for this reimbursement plan.

RE-ENROLLMENT

Re-enrollment to Village coverage can be accomplished during the open enrollment period annually or immediately if the other coverage is terminated. It is understood that this section does not alter COBRA requirements of the Employer and employee.

ARTICLE 9 VACATIONS

Section 9.1 Vacation Leave All Officers are eligible for vacation with pay as follows:

- A. Officers are entitled to ten (10) working days vacation per year upon the completion of twelve (12) months of service.
- B. Officers are entitled to fifteen (15) working days vacation per year upon the completion of sixty (60) months of service.
- C. Officers are entitled to twenty (20) working days vacation per year upon the completion of one hundred and twenty (120) months of service.
- D. Officers are entitled to twenty-five (25) working days vacation per year upon the completion of one hundred and eighty (180) months of service.

Section 9.2. Vacation Computation All vacation shall be computed from the anniversary date of employment.

Section 9.3 Vacation Approval and Scheduling The time at which an Officer shall take his or her vacation and the length of the vacation shall be determined by the Chief of Police with due regard to the wishes of the Officer and with particular regard to the needs of the Employer.

Section 9.4 Accumulation of Vacation Leave Vacations are to be taken in the year subsequent to the year in which they are earned. In exceptional circumstances, vacations may be postponed to the next six (6) months but not longer, with the approval of Chief of Police and the Village Administrator.

Section 9.5 Pay in Lieu of Vacations Vacations are provided for the recreation and relaxation of the Officers. Accordingly, there is no pay in lieu of vacation leave.

Section 9.6 Advancement of Vacation Pay Upon request the Chief of Police or the Village Administrator may approve the issuance of vacation pay on the last regular paycheck prior to approved vacation leave. Such approval may not be unreasonably withheld.

Section 9.7 Termination of Employment Upon termination of employment, an Officer shall be eligible for accrued, prorated vacation leave.

Section 9.8 Officers on Special Leave Officers on special leave shall be subject to the following:

A. Officers on disability, military or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.

B. Officers on special leave without pay shall not earn vacations for the period of the leave.

C. Officers on leave receiving Workers' Compensation benefits from the Employer shall earn vacation at the normal rate discussed above.

ARTICLE 10 BEREAVEMENT, EMERGENCY, AND SICK LEAVE

Section 10.1 Bereavement Leave Officers may be granted bereavement leave of absence with pay in cases of death of a member of the Officer's immediate family, defined as husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather or grandmother (including step or half relatives in the foregoing classifications), **grandfather in-law, grandmother in-law, aunt, uncle** or other relatives that the Village Administrator may designate. Bereavement leave shall be granted for a maximum of three (3) working days, unless otherwise approved by the Village Administrator.

Section 10.2 Emergency Leave Officers may be granted time off in cases of a medical emergency involving a husband, wife, child, father, or mother (including step relatives in the foregoing classifications). In addition, Officers may be granted time off in cases of a medical emergency involving other members of the Officer's immediate family, as defined in Section 10.1, provided such person actually resides in the Officer's home. A "medical emergency" is an acute medical situation warranting the Officer's immediate presence and does not include pre-scheduled medical procedures, doctor's appointments, routine illnesses like colds or the flu, or similar types of medical care and conditions. Emergency leave will be granted by the Village Administrator for the duration of the emergency up to a maximum of three (3) working days.

Section 10.3 Sick Leave Officers shall be eligible for the sickness and disability leave benefits provided herein. The granting of sick leave and disability leave is contingent upon the following conditions:

A. The Officer is unable to perform his or her assigned duties.

B. The Officer requesting sick leave or disability leave is subject to a demand of his or her supervisor or the Police Pension Board when applicable to present himself or herself to the Village Physician for examination as permitted by law.

C. The employment status of any Officer on extended sickness or disability leave shall be determined after the end of the initial one (1) year sickness or disability leave by the President and Board of Trustees except as provided by law or as determined by the Police Pension Board. In determining the continuing status of any sick or disabled Officer who may be under the jurisdiction of the President and Board of Trustees, such Board shall take into consideration all factors relevant to the nature of the sickness or the disability and likelihood of the Officer ever being capable of resuming his or her duties.

D. Officers who have been deemed to have abused this policy shall be subject to disciplinary actions.

E. All Police Officers shall be eligible to make application to the Police Pension Board. The Police Pension Board shall provide disability benefits as provided by law. Should an Officer either elect not to make such application, or be denied participation in the Police Pension Board, such Officer shall only be entitled to benefits under (F) and (H) below.

F. All Officers shall be entitled to sick days consistent with the following guidelines:

1. Sick days shall be paid at the rate of one hundred percent (100%) the normal rate of pay except as otherwise provided.

2. Each Officer shall earn one (1) sick day for each completed month of employment.

3. An Officer shall accumulate no more than one hundred forty-four (144) such sick days. Once an Officer has accumulated said 144 days, he or she shall not be eligible for any additional accumulation.

4. At the separation of any Officer from the Village, the Employer shall pay to such Officer, as additional compensation, a sum of money which shall equal his or her current rate of pay times fifty percent (50%) of the number of accumulated sick days not to exceed one hundred twenty (120) days. Any Officer terminated or discharged subsequent to disciplinary action shall not be eligible for this paid additional compensation.

5. Approval of payroll for Officers on sick leave shall be the responsibility of the Chief of Police. Proof of eligibility for Officers requesting sick leave shall be at the discretion of the Chief of Police. **After five (5) occurrences and/or usage in a fiscal year, a doctor's note will be required for each subsequent personal sick leave usage by the Officer, with the exception of sick time use for family.**

Maternity leave benefits shall be as provided as any other sick leave benefit.

G. Notwithstanding any provision contained herein to the contrary, when an illness or injury of a member of an Officer's immediate family does not warrant the granting of an emergency leave, an Officer may use sick days to provide necessary care to such family member, subject to the conditions set forth in Paragraph F. For purposes of this Paragraph G, a member of an Officer's immediate family is defined as a family member living in the Officer's home and a parent, parent-in-law, son, daughter, son-in-law, and daughter-in-law (including step parents and children) of an Officer not living in the Officer's home.

H. Notwithstanding any provision contained herein above to the contrary, accumulated sick days may not be utilized as personal time off but rather are intended only to be utilized in the case of illness or injury of the Officer or a member of his/her immediate family, as described above.

I. Officers on extended sick or disability leave, that is, sick leave in excess of thirty (30) calendar days shall not accrue vacation leave, sick leave or holiday leave benefits. Further, Officers on special leave without pay shall not earn sickness and disability benefits for the period of the leave.

Section 10.4 Sick Leave Incentive Each Officer who did not use a sick day in the prior year (May 1 through April 30) shall be provided with three (3) personal days which must be used during the next 12 months (May 1 through April 30) and must be scheduled in advance with approval of the Chief of Police.

ARTICLE 11 TRAINING AND ADVANCEMENT OF EDUCATION – REIMBURSEMENT

Section 11.1 Education Reimbursement The Employer agrees to continue to reimburse Officers for job-related training programs and job-related formal education. Annual reimbursement will be 100% up to a limit of \$2,250 per Officer. Reimbursement will be made upon submission of proof of successful completion of the program or course with a grade of “C” or better. Officers who obtain reimbursement under improper circumstances will be required to reimburse the Village and will be subject to disciplinary action.

Section 11.2 On-Duty Training Police Officers attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. Officers shall be compensated at the Officer’s applicable straight or overtime hourly rate of pay for travel time to and from said training, up to a maximum of three (3) hours. Police Officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to compensation. It is also agreed that the transportation to and from these training sessions will be the Officer’s responsibility. When an Officer is required to attend training which lasts three (3) or more days, he may submit for lunch meal expenses on the required form, not to exceed the state allowance. If an Officer is required to stay overnight, he may submit for meal expenses for breakfast, lunch, and dinner on the required form, not to exceed the state allowance.

Section 11.3 Training Academy Expenses Newly hired Officers attending a police training academy shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training and shall be compensated for mileage spent for round trips from either the Police Department or their home whichever is less. While an Officer is attending the academy, the Officer’s payroll check, with written authorization, can be mailed to a location specified by the Officer.

ARTICLE 12 UNIFORM/CLOTHING ALLOWANCE

Section 12.1 Initial Uniform Issue All newly hired Officers shall be provided a complete uniform and other necessary equipment. **In addition, a newly hired Officer will received two (2): additional long sleeve shirts, short sleeve shirts, pants and turtlenecks.**

Section 12.2 Uniform Allowance Covered Officers who are employed as of January 1 of any fiscal year shall receive an annual uniform allowance during the calendar year. The amount of the uniform allowance shall be \$650 in 2007, \$700 in 2008, and \$750 in 2009 and thereafter. Acceptable uniform items shall be determined in accordance with Department rules, and acceptable vendors or manufacturers for shirts and pants will also be determined in accordance with Departmental rules. The Village shall also replace leather jackets and service revolver holsters that are no longer useable due to wear or damage upon approval by the Chief of Police. If the Village adopts a new uniform or equipment item that costs twenty-five dollars (\$25) or more, the Village will reimburse the Officer for the first such item purchased (or, in the case of long sleeve shirts, short sleeve shirts, pants and turtlenecks, for the first set of three items purchased).

Section 12.3 Clothing Allowance Covered Officers who are employed as of January 1 and who are assigned to the Investigative Division shall receive an annual uniform allowance as provided for in Section 12.2. However, to the extent that such Officers do not utilize their uniform allowance to purchase acceptable uniform items, they may utilize any unused portion of their uniform allowance as a clothing allowance for the purchase of business attire outward in a style suitable for the performance of their duties. As with the uniform allowance, the clothing allowance will be paid out as a reimbursement following the submission of receipts. However, clothing allowance payments will be treated as wages, and the Employer will deduct payroll taxes as required by law.

Section 12.4 Damage to Personal Property The Village shall reimburse Officers for the reasonable cost of replacement of watches, eyeglasses or contact lenses which are destroyed or damaged in the line of duty.

ARTICLE 13 COURT APPEARANCE AND COURT STAND-BY PAY

- A. All Officers will receive a minimum of three (3) hours of overtime pay for court.
- B. If an Officer is on call-in status ~~and~~ **they must** contacts the Department within the prescribed time; **(11:00am-12.00pm)** he or she will receive payment for one (1) hour of overtime.
- C. This policy does not require an Officer to remain at home while on call-in status. The Officer may contact this department from any location as long as the Officer can appear in court at the required time.
- D. If an Officer calls in and is required to appear, he or she receives his or her one (1) hour of overtime for the call-in and an extra minimum of three (3) hours for his or her court appearance.

- E. Current department practice of providing for the reimbursement of travel time for court appearance shall continue in effect for the term of this Agreement when Officers report for the court appearance from the Village Hall.

Should an Officer choose to report for the court appearance from a location other than the Village Hall, he will not be paid travel time and his overtime will commence upon his arrival at the court location.

ARTICLE 14 BODY ARMOR/VESTS

The Employer agrees to provide bullet proof vests/body armor replacements every five (5) years minimum level II-A. All vests provided to Officers in accordance with this Article will meet specifications developed by the Employer and shall be the property of the Employer. All Officers will be required to wear the vests/body armor while on duty.

ARTICLE 15 SENIORITY

Section 15.1 Definition of Seniority Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as an Officer's length of full-time continuous service as a Police Officer in the Willowbrook Police Department.
- B. In the event that two or more Officers have the same seniority date, seniority shall be determined by the Officers' placement on the Police Commission's eligibility list.
- C. Village employees who become Police Officers shall be afforded seniority credit only for the purposes set forth in this contract.
- D. Except for vacation purposes, probationary Officers shall have no seniority rights. If an Officer satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

Section 15.2 Loss of Seniority An Officer's seniority will terminate in the following circumstances:

- A. The Officer resigns or quits;
- B. The Officer retires;
- C. The Officer is discharged or permanently removed from the payroll, and the separation is not reversed;
- D. The Officer does not return to work at the expiration of a leave of absence, provided that if the Officer shows that such failure to return was beyond his/her control, and he/she made a reasonable effort to communicate the circumstances to the Village promptly, the Officer's seniority will not terminate if he/she returns to work or obtains authorization for

the absence from the Chief or his designee at the earliest possible time, not to exceed two (2) consecutive scheduled work days after the leave of absence expired;

E. The Officer is absent for three (3) consecutive scheduled work days without authorization, provided that if the Officer shows that such absence was beyond his/her control, and he/she made a reasonable effort to communicate the circumstances to the Village promptly, the Officer's seniority will not terminate if he/she returns to work or obtains authorization for the absence from the Chief or his designee at the earliest possible time, not to exceed five (5) consecutive scheduled work days after the commencement of the absence; or

F. The Officer does not return to work when recalled from layoff.

Section 15.3 Application of Seniority Seniority shall be considered for **annual** vacation preference **and shift selection**. ~~provided that detectives, officers in charge, and Officers shall be treated as separate job classifications for purposes of vacation selection~~

Section 15.4 Layoffs and Recall Should the Employer determine that it is necessary to decrease the number of Officers in the bargaining unit, it will lay off Officers in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. ~~Where practicable,~~ Affected Officers and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective day of the layoff(s). Laid off Officers will have recall rights for a period of two (2) years.

Section 15.5 Right of Recall Any Officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the Officer is fully qualified to perform the work to which he is recalled without further training.

Section 15.6 Notice of Recall Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the Officer by certified or registered mail, return receipt requested, with a copy to the Union, provided that the Officer must notify the Chief of Police or his designee of his intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the Officer, it being the obligation and responsibility of the Officer to provide the Chief of Police or his designee with his latest mailing address. If an Officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

Section 15.7 Seniority List As soon as practicable after signing of this contract, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each Officer in the bargaining unit, and whether the Officer is entitled to seniority or not. The Employer shall post a similar list without Officers' addresses. Within thirty (30) calendar days after the date of posting, an Officer must notify the Employer of any alleged errors in the list or it will be considered binding on the Officer and the Union. When changes or additions to those lists become necessary, the Employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an Officer

must again notify the Employer of any alleged errors or the information in the list shall be considered binding on the Officer and the Union.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1 Definition A grievance is defined as a claim by an employee or the Union that the Employer has violated, misinterpreted or misapplied an express provision of this Agreement except that any dispute concerning a matter or issue which is subject to the jurisdiction of the Board of Police Commissioners shall not be considered a grievance, **except that all disciplinary actions up to and including termination for non-probationary covered members and at the election of the Officer, can only be appealed through the Labor Agreement's Article 16 Grievance Procedure or the Board of Police Commissioners, but not both.** The parties agree that the Chief of Police or designee or agent for the Employer has the right to implement disciplinary action up to and including termination of a covered member for just cause only, and will not file charges with or review with, or present to the Village's Board of Police Commissioners any discipline unless the Officer has opted to have their appeal through the Board of Police Commissioners. Neither the Police Chief or designee nor the Village or their agents will file charges asking the Board of Police Commissioners to impose or review any discipline on any non-probationary bargaining unit employee if the Officer has selected to appeal through Article 16, Grievance Procedure. The decision of the Police Chief or designee or agent of the Village with respect to any disciplinary action, up to and including termination shall be deemed final, subject only to the review of said decision through Article 16 Grievance Procedure if the Officer has selected appealing through Article 16 Grievance Procedure. The grievance shall be processed in accordance with Article 16 of this Labor Agreement at Step 4 of the procedure. No processing, review, implementation or relief shall be available from the Board of Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 16 of this Agreement. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

Section 16.2 Procedure A grievance filed against the Employer shall be processed in the following manner:

Step 1: The grievance shall be submitted in writing to the Officer's immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the Officer knew about or reasonably should have known about the occurrence of the event giving rise to the grievance, whichever is later. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Within fourteen (14)

calendar days after submission of the grievance, the supervisor shall discuss the grievance with the grievant and provide a written answer to the grievant.

Step 2: If the grievance is not settled at Step 1 and the grievant or the Union desires to appeal, it shall be referred by the Union to the Chief of Police in writing within seven (7) calendar days after receipt of the response in Step 1. The grievance shall state specifically the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. Within fourteen (14) calendar days after receipt of the appeal, the Chief of Police or a Deputy Chief designated by the Chief shall meet with the grievant and, if no agreement is reached, provide a written answer to the grievant.

Step 3: If the grievance is not settled at Step 2, the grievant shall submit the grievance in writing to the Village Administrator within seven (7) calendar days of the Chief of Police's or Deputy Chief of Police's response. The written grievance submitted to the Village Administrator shall state all facts relevant to the grievance, the provisions of the contract allegedly violated, all action taken to date in the Grievance Procedure and the relief suggested. If the Village Administrator deems it appropriate, he may meet and discuss the grievance with the grievant. The Village Administrator shall provide his/her written response to the grievant and his/her Union representative within seven (7) calendar days of his/her receipt of the grievance.

Step 4: If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance, the Union shall notify the Village Administrator of its intent to proceed to arbitration and shall refer the grievance as described below within fourteen (14) calendar days of receipt of the Village Administrator's written response.

- A. If the parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Employer and the Union will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators in accordance with its rules and procedures for selecting arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators.
- B. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally by the parties.
- C. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this section shall prevent the Employer and the Union from voluntarily agreeing on the selection of a grievance arbitrator.

Section 16.3 Limitations on Authority of Arbitrator The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator

shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step of the Grievance Procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.) The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer or the Board of Police Commissioners, **except the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners.** Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the Officers covered by this Agreement.

ARTICLE 17 UNION REPRESENTATIVES

Section 17.1 Union Representatives The Employer recognizes the right of the Union to select Union representatives, and the Union agrees to furnish the Employer with the names of said representatives selected by the Union. The union representatives shall be deemed as the Union's official spokesperson. Union representatives are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

Section 17.2 Union Business Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which Officers are working. These businesses representatives will be identified to the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate an area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

ARTICLE 18 MISCELLANEOUS

Section 18.1 Non-Discrimination The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political or union activity, age, sex, marital status or handicap. Grievances filed under this Section may be processed up to but not including arbitration. Grievants' dissatisfied with the disposition of such grievances may file charges with the applicable administrative agency.

Section 18.2 Bulletin Boards The Employer will make a bulletin board available for the use of the Union in non-public locations. The Union will be permitted to have posted on this bulletin board notices of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by Officers of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 18.3 Partial Invalidity In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 18.4 Subcontracting It is the general policy of the Employer to continue to utilize its Officers to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant.

The Union recognizes that the Employer has statutory and charter rights and obligations in contracting for matters relating to the Village operations. The rights of contracting or subcontracting are vested in the Employer. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the Employer will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit.

Section 18.5 Secondary Employment Officers may have secondary employment, provided that they shall not be employed in any outside capacity in which they represent themselves as members of the Willowbrook Police Department, and provided further that the Chief reserves the right to deny or cancel secondary employment which fails to meet all of the following conditions:

- A. That said secondary employment shall be with the prior written approval of the Chief.
- B. That said secondary employment shall not interfere with any of the Officer's obligations to the Village.
- C. That said secondary employment shall not bring the image of the Village or the Police Department into disrepute.
- D. That said secondary employment shall not involve the Officer's use of any Village equipment, facilities, or resources without the Chief's written consent.
- E. That said secondary employment shall not interfere with an Officer's ability to respond to emergency calls.
- F. An Officer shall be allowed to engage in security related employment when said employment is located geographically outside the Village limits. In addition, the Officer must comply with all provisions of General Order 1015 as it may be revised from time to time to comply with Accreditation Standards.

Section 18.6 Ratification and Amendment This Agreement shall become effective when ratified by the Village Board and the Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.7 Inoculations and Immunizations

- A. Exposure to Contagious Diseases The Village agrees to provide for inoculations or immunization shots for members of an employee's family (family to include all immediate members and those living in the employee's home prior to the employee's exposure) when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. The employee agrees that family members shall submit these expenses to their individual insurance carrier prior to the Village paying for same. However, if the insurance carrier refuses said payment the Village agrees to be responsible for said payment.
- B. Hepatitis B Inoculations. The Village agrees to provide, and pay all expenses for, Hepatitis B inoculations to those employees not previously receiving these shots. This inoculation shall be provided for at a medical facility chosen by the Village.

Section 18.8 Impasse Resolution/Interest Arbitration The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14 or as amended.

Section 18.9 Temporary Light Duty Assignments In order to aid a temporarily injured Officer through the transitional period toward full recovery from an injury, the Village offers temporary light duty assignments in circumstances where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities. Such assignments are only available to Officers who have completed at least one (1) full year of service. Temporary assignments to light duty work are contingent upon work being available to meet the light duty restrictions within the Department or elsewhere in the Village, if not available in the Department. Changes in employee hours and days of work may be made to facilitate a light duty assignment for non-work related injuries only. Where an employee requests light duty, the Department will accept or deny the light duty request based upon the particular circumstances existing at the time of the request (e.g., number of Officers already out on vacation or other leave, the Department's current staffing needs, etc. All requests for light duty and related communications must be directed to the Officer's immediate Supervisor. Before a light duty assignment will be considered, an Officer must submit a Light Duty Statement form to their Supervisor which has been completed and signed by the Officer's treating physician. Light duty is not available if the treating physician will not state specifically what restrictions are in place or the length of time that the restrictions will remain in effect. Once all restrictions have been clarified by the physician, the Department will determine whether any assignments are available that are consistent with the Officer's restrictions. The Village reserves the right to require an Officer to be examined in reference only to the restrictions by the Village's physician at Village expense, to confirm the ability and need of the Officer to work light duty.

Section 18.10 Duration of Light Duty For all injuries (whether work related or non-work related), light duty will be offered for up to four (4) months in a rolling year for the same condition.

Section 18.11 Light Duty Assignment Scheduling and Pay An Officer working in a light duty capacity will continue to earn the hourly wages the Officer earned before going on light duty. Officers on light duty are not eligible for overtime work unless requested by the applicable Supervisor and consistent with the light duty restrictions. An Officer on light duty assignment may not engage in other work or employment during the light duty period unless prior approved and the work is consistent with light duty restrictions. If an Officer engages in other work or employment during the light duty assignment period, the Officer will be deemed to have voluntarily terminated his or her employment, unless such has been previously approved.

ARTICLE 19 DISCIPLINE OF OFFICERS

Section 19.1 Board of Police Commissioners The parties recognize that the Board of Police Commissioners of the Village has certain statutory authority over Officers covered by this Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Police Commissioners, **except that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Agreement and as expressed in this Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the Officers election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners.** Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement. The parties agree the affected Officer has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.

Section 19.2 Written Reprimand In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee.

Section 19.3 Observance of Statutory Requirements The Employer will observe the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 et seq.) in conducting an interrogation of an Officer during a formal investigation of the Officer's alleged misconduct. As provided in the Act, the term "interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days. The Employer will also observe the requirements of the Illinois Public Labor Relations Act 5 ILCS 315/1 et seq.), as construed by the Illinois State Labor Relations Board, regarding the right of an Officer to have union representation during an investigatory interview.

Section 19.4 Review of Personnel Records The Employer will accord Officers the rights to inspect, copy, correct and comment upon his/her personnel records that are set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1 et seq.).

Section 19.5 Just Cause No Officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

ARTICLE 20 NO SOLICITATION

The Illinois Fraternal Order of Police Labor Council and the Willowbrook Bargaining Unit agree that their Officers, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Village of Willowbrook for any financial, commercial or charitable purpose including but not limited to the solicitation of contributions or donations, the sale of advertising or the sale of tickets to fundraising events without the prior written approval of the Village Administrator.

The Illinois Fraternal Order of Police Labor Council also agrees to use its best efforts to obtain the compliance of the Fraternal Order of Police State Lodge and the Fraternal Order of Police Grand Lodge with the requirements of this Article, and to request in writing that these organizations and their contractors and affiliates comply with the same. In the event that the State Lodge and/or the Grand Lodge do solicit, it is agreed that the Illinois Fraternal Order of Police Labor Council will request in writing that the organization not use the name of the Village of Willowbrook, the Willowbrook Police Department, and/or the Willowbrook Police Officers in connection therewith.

ARTICLE 21 DRUG AND ALCOHOL TESTING

A. Employees are prohibited from:

1. Being under the influence of alcohol during the course of the workday;
2. Failing to report to their supervisor any known adverse side effects of any medication or prescription drugs they are taking; and
3. Consuming, possessing, selling or purchasing illegal drugs at any time.
4. Abuse of prescription drugs.

B. Type of Testing Officers may be tested for drug or alcohol use in any of the following circumstances:

1. When there is reasonable suspicion of drug or alcohol abuse;
2. As part of regularly scheduled physical examinations;
3. Following any vehicular accident involving personal injury or property damage in excess of \$1000 occurring on duty or on a special detail;
4. When an Officer has been involved in a major incident, such as, a shooting, an injury to arrestees or citizens or where there is suspicion of the use of excessive force; or
5. When an Officer is assigned to a departmental drug enforcement group or where an Officer is assigned primarily to drug enforcement.

C. Order to Take Test The Village shall provide the employee with written documentation of the facts or inferences which gave rise to the reasonable suspicion prior to any order requiring a covered employee to take said test.

D. Tests to be Conducted For drug testing, the Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA rules.

E. Results As to drug testing, the Village shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test. As to alcohol testing, test results showing an alcohol concentration of .03 shall be considered positive.

F. Right to Contest The Union and/or the employee shall have the right to contest and/or grieve any alleged violation of this Article. In addition, the affected employee has the right to obtain an independent test from the testing sample for purposes of at the employee's expense.

G. Discipline The Village reserves the right to discipline employees up to and including discharge for violations of this Article.

ARTICLE 22 LABOR-MANAGEMENT MEETINGS

Section 22.1 Meeting Request The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representative and responsible administrative representative of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall not be unreasonably withheld and shall be limited to:

A. Discussion on the implementation and general administration of this Agreement;

B. A sharing of general information of interest to the parties;

C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect Officers; and

D. Discussion of safety issues.

Section 22.2 Content It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 22.3 Attendance Attendance at labor-management meetings shall be voluntary on the Officer's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 23 SALARIES

Section 23.1 Salaries During the term of this Agreement, each Police Officer shall be paid in accordance with the following schedule. **Each May 1, Officers base salary will move forward one (1) step.**

	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
5/1/2010	55,169	55,169	58,217	61,266	64,315	67,364	70,412	73,461	76,510	79,559
5/1/2011	56,272	56,272	59,382	62,491	65,601	68,711	71,821	74,930	78,040	81,150
5/1/2012	57,397	57,397	60,569	63,741	66,913	70,085	73,257	76,429	79,601	82,773

Section 23.2 Initial Step Placement Initial placement on the schedule and the May 1, 2010 salary for each Officer who was a member of the bargaining unit on the Effective Date hereof are set forth in Exhibit A.

- ~~a. Step Movement: Step movement shall be by merit. On May 1 of each year of this Agreement, per Section 19.1 Officer's base salary will be adjusted in accordance with Section 19.1. who has received a final evaluation score of 3.0 or better during the prior contract year will move to the next step. The parties agree that the document attached as Exhibit B, entitled "Village of Willowbrook Police Patrol Officers Evaluation," shall be the evaluation tool in effect during the term of the Agreement. The denial of a step movement shall be grievable, and the standard for the reversal of said denial shall be a determination that denial of the increase was unreasonable under the circumstances. Any such denial grieved under this section of the contract shall initiate with Step 3 under the grievance procedure as provided for in this Agreement. Each member of the bargaining unit shall be granted a six (6) and **nine (9)** month "performance interview" with their supervisor beginning with November 1, 2010.~~

Section 23.3 Entry Level Salaries The Village may, in its discretion, pay new hires at a higher rate than is provided in the schedule as long as it does not exceed the pay of any current Officer.

Section 23.4 Longevity Effective May 1, 2002, and each year of this Agreement thereafter, the Village shall pay each Officer who as of May 1 has completed the number of full years of service as a sworn peace officer with the Village of Willowbrook set forth below a longevity stipend in the percentage of base annual salary (determined under Section 23.1) as set forth below.

Complete Full Years of Service	Percentage of Base Salary
11-15	One percent (1%)
16 or more	Two percent (2%)

ARTICLE 24 DURATION

This Agreement shall be effective as of May 1, 2010 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 2013.

SIGNED AND ENTERED into this ___ day of December, 2010.

FOR: ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL

FOR: VILLAGE OF WILLOWBROOK

Kevin S. Krug Date

Village President Date
Robert A. Napoli

Tim J. Kobler Date

Village Clerk Date
Leroy Hansen

Michelle L. Strugala Date

Bob R. Schaller Date

EXHIBIT A

**VILLAGE OF WILLOWBROOK POLICE OFFICERS CLASSIFICATION AND
SALARIES AS OF MAY 1, 2010**

<u>NAME</u>	<u>INITIAL STEP</u>	<u>SALARIES 05-01-10</u>
Pelliccioni, Andrew	9	79,559
Long, Mark	9	79,559
Gaddis, Dave	9	79,559
Kolodziej, Ted	9	79,559
Eisenbeis, Scott	9	79,559
Altobella, Mark	9	79,559
Skiba, John	9	79,559
Handzik, John	9	79,559
Polfliet, Dan	9	79,559
Kobler, Tim	9	79,559
Schaller, Bob	9	79,559
Drake, Chris	9	79,559
Chavez, Jose	9	79,559
Biggs, Darren	9	79,559
Strugala, Michelle	9	79,559
Kaspar, Lauren	4	64,315
Volek, Nickolas	3	61,266

EXHIBIT B VILLAGE OF WILLOWBROOK POLICE OFFICER EVALUATION

The Village's Performance Evaluation Program is designed to provide the employee and the employer an opportunity to assess the performance of an individual. The evaluation is designed to provide the employee with the type of feedback necessary to perform the job in a highly effective manner, to identify areas of strength and areas where performance could be improved, as well as to assist the Village in accomplishing its goals and continuing to offer a high quality of service.

~~The Performance Evaluation Program is probably the most important interpersonal action you will have with that person each period. Used properly, an evaluation can be a positive motivator and a tool to assist that employee in improving performance. An evaluation shall be used as an opportunity for you to communicate with your employee offering praise for good performance and identifying the area(s) that could use improvement.~~

~~The Performance Evaluation Program is made up of three components. The first component is the Supervisor's Evaluation. This evaluation shall be conducted by your immediate supervisor and will carry a weight of seventy percent (70%) of the overall evaluation score. The second component is the Peer Evaluation. All Officers on the same patrol shift or in the same unit as the Officer being evaluated will complete a Peer Evaluation. The evaluations scores generated by the Patrol Officers will be compiled and averaged to create the Peer Evaluation Score. This score will comprise twenty percent (20%) of the overall evaluation score. The third component to the evaluation is the Self Evaluation. Each employee will complete an evaluation form on himself. The score derived from the Self Evaluation will make up ten percent (10%) of the overall evaluation score.~~

~~As part of the Supervisor's Evaluation, each employee will be required to provide individual goals for the subsequent evaluation period. These goals may pertain to training, duty assignments, enhancement of skills or abilities or other objectives the employee wishes to accomplish within the evaluation period. These goals must be agreed upon by the employee and Supervisor and must contain a measurement indicator to determine if the goal has been obtained. The rater must take into account the department's financial and staffing needs in approving the individual goals.~~

It is important when you are evaluating to consider everything the employee has done since the last evaluation and not just the last few activities you can remember. You are encouraged to keep notes throughout the rating period for reference when completing this evaluation. Refer to the employee's job description to thoroughly understand the duties and requirements of the position. Remain as objective as possible eliminating personal prejudice, bias, or favoritism. It is important that you recognize that an employee may be excellent in one area and only average in another. Your evaluation must be based on demonstrated performance, not anticipated or personal feelings. ~~Each member of the bargaining unit shall be granted a six (6) and nine (9) month "performance interview" with their supervisor beginning with November 1, 2010. Each member of the bargaining unit shall be granted a six (6) month "performance interview" with their supervisor on or about November 1, of each year. If deficiencies are denoted on the six (6) month interview, the bargaining unit member will be re-interviewed in three (3) months.~~

The Employer or supervisor may not require the Officer to issue a specific number of citations or warnings within a designated period of time. The Employer or supervisor may not, for purposes of evaluating the Officer's job performance, compare the number of citations or warnings issued by the Officer to the number of citations or warnings issued by another Officer. This evaluation period is designated from the month of May to May.

PATROL OFFICER EVALUATION

Name / Rank:

Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.	The Officer establishes a climate of mutual trust and rapport with persons. Officer does not enter into situations with predetermined beliefs and opinions. Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs. Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives. Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors. Officer seeks assistance and does not hesitate to ask questions and seek clarification. Officer request additional training opportunities.	Officer's actions are tense and fail to reflect concern and empathy for the individual(s) and verbal and on verbal gestures, actions and behaviors intentionally or unintentionally communicate his/her personal bias by failing to remain objective and neutral during call/incident handling. Officer becomes verbally and/or non-verbally defensive: is reluctant to request / seek clarification / assistance necessary for corrective action.
2. Jurisdictional Geography and Orientation	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines.	Officer consistently responds to locations and destinations by most direct route. Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment, cover, low visibility approaches, etc. Does not compromise public or officer safety.	Officer is unable to execute and articulate current street location. Officer is unable to demonstrate multitasking capability to execute safe operation of the patrol vehicle.
3. Motor Vehicle Operation and Use of Emergency Equipment	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes with Agency guidelines.	Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions. Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.	Inattentiveness results in speed and traffic control signal errors; places other motorists and/or pedestrians at risk. Drives too fast or too slow while responding to calls for service or during general patrol operations. Safe operation of the patrol vehicle is compromised as a result of improper lane usage, approaches to intersections, failure to anticipate driver and pedestrian behaviors. Officer fails to demonstrate the multitasking capacity to safely operate the police motor vehicle while observing people, places, situations and events while simultaneously operating emergency equipment.
4. Telecommunication Protocols and Skills	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in-vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.	Officer effectively responds to radio / computer in an accurate, brief, and clear fashion. Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response. Officer utilizes appropriate codes and procedures when transmitting and receiving information/data, is not discourteous. Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.	Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses transmissions of other law enforcement units and fails to promptly self-initiate backup response. Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting; cuts off messages. Officer's radio transmissions are not clear, speaks too fast and/or too slowly, and takes excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.

5. Directed Patrol Strategies/Self Initiated Field Activity	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to utilize multiple sources of information to initiate proactive patrol activity within Agency guidelines.	Officer anticipates trends and patterns of recurring incidents and potential problem areas. Officer utilizes data during uncommitted patrol times to initiate extra patrol. Officer recalls information for roll call, shift activity logs, BOLOs, etc. and utilizes this information to follow-up or facilitate problem resolution. Officer communicates information pertinent to the patrol beat and sector.	Officer fails to identify high crime areas requiring extra attention. Officer fails to utilize shift briefing information, wants/warrants files, accident locations indexes and career criminal/sexual offender files to proactively plan. Officer fails to observe and detect out-of-the-ordinary (suspicious persons, places, events, circumstances or activities). Officer avoids taking action.
6. Patrol Tactics (Safety)	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to safely and consistently execute patrol operational tactics within Agency guidelines.	Officer anticipates and reacts to the physical movements and verbal actions of others. Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events. Officer maintains visual contact and scanning of individuals and target(s). Officer offsets patrol vehicle, keeps dominant hand-free, maintains reactionary gap, and protects weapon. Officer's verbal and nonverbal actions neutralize and/or de-escalate situations. Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting. Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence. Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.	Officer fails to safely execute field operations by exposing self and others to unnecessary dangers. Officer does not maintain visual contact. Officer fails to stay on task. Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon. Officer does not promptly request back-up assistance when required. Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands. Officer fails to immediately react to and follow protocols. Officer fails to protect crime scene. Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving and recording physical evidence.
7. Criminal Statutes/Ordinances	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.	Officer demonstrates knowledge and application of substantive criminal laws. Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure. Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations. Officer demonstrates knowledge of warrant procurement and execution requirements. Officer provides accurate and complete testimony in court proceedings.	Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed. Officer fails to lawfully apply procedural principles of arrest, search and seizure. Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses. Officer fails to demonstrate knowledge of warrant procurement and execution requirements. Officer does not provide accurate and complete testimony in court proceedings.

8. Information Processing – Case Building – Reporting	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.	Officer's reports contain the essential information by documenting the vents in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts. Officer proof reads reports and forms for errors and omissions and makes corrections before submitting it. Officer's reports are infrequently returned for correction/revision.	Officer's reports are incomplete and inaccurate for information and facts. Officer is unable to complete reports and forms Officer fails to review field notes. Officer's grammar, spelling, word usage contains numerous errors and the sentence structure is confusing and/or incomplete. Officer's reports require extensive corrections and revision in order to meet submittal quality standards. Officer's reports are not completed in an acceptable time frame.
9. Problem Solving and Decision Making	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.	Officer thinks through and develops multiple options for problem resolution by: 1) Accurately defining the problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.	Officer fails to identify and examine multiple options for problem resolution; hesitates to fails to take action. Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s). Officer fails to utilize problem solving and decision making components or consider alternative options for resolving situations. Officer is unable to determine agency guidelines to facilitate problem-situation resolution.
10. Traffic Enforcement and Scene Management/Investigation	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.	Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations. Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable. Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.	Officer fails to take safe, effective command of vehicle/pedestrian control. Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s). Officer's reports require extensive corrections and revision in order to meet standards.
11. Appearance	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Employee maintains appearance consistent with the department's policy and procedure.	Officer's uniform is clean. Officer's personal appearance reflects positively on the Department. Officer is clean shaven at the beginning/end of each shift. Officer's exterior vest cover is neat and clean.	Officer's uniform is un-kept. Officer is unshaven. Officer's uniform is not neatly pressed. Officer's uniform color is faded. Officer's exterior vest cover is worn and/or dirty.
12. Acceptance of Supervision	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.	Officer understands assigned duties and responsibilities as well as their role with the Department. Officer does not require direction or instruction beyond what would be expected of an officer.	Officer resists direction. Officer does not accept some assigned tasks without complaints.

EXCEEDS EXPECTATIONS *(Comments)*

1. Interpersonal Relationships

2. Jurisdictional Geography and Orientation

3. Motor Vehicle Operation and Use of Emergency Equipment

4. Telecommunication Protocols and Skills

5. Directed Patrol Strategies/Self Initiated Field Activity

6. Patrol Tactics (Safety)

7. Criminal Statutes/Ordinances

8. Information Processing – Case Building – Reporting

9. Problem Solving and Decision Making

10. Traffic Enforcement and Scene Management/Investigation

11. Appearance

12. Acceptance of Supervision

DOES NOT MEET EXPECTATIONS (Comments)

1. Interpersonal Relationships

2. Jurisdictional Geography and Orientation

3. Motor Vehicle Operation and Use of Emergency Equipment

4. Telecommunication Protocols and Skills

5. Directed Patrol Strategies/Self Initiated Field Activity

6. Patrol Tactics (Safety)

7. Criminal Statutes/Ordinances

8. Information Processing – Case Building – Reporting

9. Problem Solving and Decision Making

10. Traffic Enforcement and Scene Management/Investigation

11. Appearance

12. Acceptance of Supervision

~~The evaluation instrument contains seven key traits that have been determined to be the basis for a high-quality officer. The traits are as follows:~~

- ~~1. Communication~~
- ~~2. Problem Solving/Discretion~~
- ~~3. Initiative~~
- ~~4. Professionalism~~
- ~~5. Technical Knowledge~~
- ~~6. Productivity~~
- ~~7. Flexibility/Dependability~~

~~Contained within each of the traits is a series of characteristics that make up the trait. The rater will score each of the characteristics on a basis of 1 through 5, using the definitions contained in this manual. The score for each characteristic is then averaged with the other scores within the trait category for a trait score. The trait scores are then compiled to provide the overall rater's score.~~

~~Raters will be asked to rate an employee on a scale of 1 to 5 in the appropriate areas on the scale using the following criteria:~~

5	Performance is consistently and significantly beyond established standards. Achieves performance goals and objectives at a fully outstanding level and demonstrates exceptional skill levels.
4	Performance is consistently above adequate skills levels. Achieves performance goals and objectives, often beyond expectations.
3	Performance consistently meets job requirements. Achieves performance goals and objectives as stated.
2	Performance is less than expected and needs improvement. Performance goals and objectives are met only under close supervision.
1	Performance is substantially weak. Performance goals and objectives are not met even under close supervision.

~~Upon completion of the evaluations, the Supervisor is responsible for reviewing the evaluation with the employee. The review should entail comments, both positive and negative, related to the employee's performance throughout the evaluation period. Specific examples of behaviors or work issues should be discussed and appropriate documentation used to substantiate the rater's score(s).~~

~~In the event that a dispute arises out of an evaluation, the Police Chief shall serve as the Appeals Officer. The Appeal's Officer shall review the written evaluation and any pertinent written documentation that was considered during the evaluation process. The Appeals Officer shall determine if the evaluation score was reasonable under the circumstances. Under this scenario, the Appeals Officer shall have the right to amend the disputed score based upon the evidence presented.~~

~~Upon completion of the evaluation review meeting, the rater(s) must complete the Evaluation Summary Sheet, provided below. The Evaluation Summary Sheet is used for the~~

~~calculation of the employee's overall evaluation score. One sheet for each of the three components will be provided and then merged to yield the final evaluation score using the process described previously.~~

Trait	Trait Name	Trait Score
1	Communication	
2	Problem Solving/Discretion	
3	Initiative	
4	Professionalism	
5	Technical Knowledge	
6	Productivity	
7	Flexibility/Dependability	
OVERALL SCORE		

~~The final step in the evaluation process is the sign-offs. The employee and supervisor must acknowledge that they have seen and reviewed the evaluation. The signature on the documents does not necessarily indicate that the parties agree with the evaluation contained in the document, but simply that they have been discussed. Contained in the sign-off sheet is a request for appeals. Should either party request a review by the Appeals Officer, such a meeting will be scheduled.~~

Each member of the bargaining unit shall be granted a six (6) month "performance interview" with their supervisor **on or about November 1, of each year. If deficiencies are denoted on the six (6) month interview, the bargaining unit member will be re-interviewed in three (3) months.**

**Village of Willowbrook
Police Officer Evaluation**

REVIEW PERIOD	FROM:		THRU:
Supervisor Name:	Signature:		_____ Date:
Employee Name:	Signature:		_____ Date:
Employee Title/Assignment:			
Department:			

Definitions of Trait Ratings

5	Performance is consistently and significantly beyond established standards. Achieves performance goals and objectives at a fully outstanding level and demonstrates exceptional skill levels.
4	Performance is consistently above adequate skills levels. Achieves performance goals and objectives, often beyond expectations.
3	Performance consistently meets job requirements. Achieves performance goals and objectives as stated.
2	Performance is less than expected and needs improvement. Performance goals and objectives are met only under close supervision.
1	Performance is substantially weak. Performance goals and objectives are not met even under close supervision.

Village of Willowbrook Police Performance Evaluation

COMMUNICATION

4

VERBAL	Speech is difficult to understand. Uses expression or terms not understood by others. Uses language that offends. Has difficulty making self understood in oral communications.
WRITTEN	Written communication is unclear or disorganized. Terms are inappropriate, too sophisticated, or too simplistic.
NONVERBAL	Displays body language that does not match verbal statements. Displays inappropriate or unprofessional body language.
INTERPERSONAL	Is not sensitive to the citizens' needs and circumstances. Is uncooperative in dealing with others. Does not treat others in a fair, consistent, impartial manner. Has difficulty maintaining composure and self-control especially during high-pressure situations.
PUBLIC RELATIONS	Displays a lack of concern for citizens and their problems. Fails to provide the public with safety resource information. Does not make daily contacts with citizens while on duty. Reacts slowly to citizens request. Displays an impatient behavior.

5

	Speaks in a clear, precise and understandable manner. Is able to explain Village policies, procedures, services, programs, and activities to others. Generally uses correct grammar, vocabulary, and sentence structure in verbal communications appropriate to work settings.
	Written communication is understandable. Exhibits little problem with grammar, vocabulary or organization. Content is appropriate. Mentions complex details and technical issues in an orderly, coherent style.
	Displays appropriate body language. Is aware of and uses body language to enhance communication.
	Treats people in a manner that shows sensitivity to their needs and circumstances. Treats others with basic courtesy, and is effective in dealing with people. Demonstrates an understanding of difficult situations. Is cooperative in dealing with others in a fair, consistent manner. Maintains composure and self-control.
	Understands the need for positive public contacts. Is able to diffuse a citizen's complaints effectively. Attempts to make daily contact with citizens while on patrol. Promptly responds to citizens' requests and takes appropriate action to insure the citizen's satisfaction. Shows patience, tact and diplomacy when providing services.

PROBLEM SOLVING/ DISCRETION

DISCRETION/DECISION MAKING	Actively refrains from making decisions or attempting to solve problems. Shows pattern or history of poor decision making and/or problem-solving ability. Demonstrates history of not incorporating department policies, rules, procedures in decision making or problem solving.
CONFLICT RESOLUTION	Is reluctant to become involved in or avoid entering conflict situations. Occasionally demonstrates a lack of self-control and loss of temper.

	Is able and willing to make decisions and engage in problem-solving activity. Uses past experience and knowledge to make decisions and problem solve. Exercises sound and professional judgment when involved in decision making and problem solving.
	Identifies a problem, seeks a solution, and follows through with reasonable action in order to resolve a conflict. Resolves conflict in most situations requiring intervention. Usually controls situation with voice, words, bearing and/or physical force. The degree of physical force is appropriate in each situation.

INITIATIVE

INITIATIVE/ CREATIVITY	Recognizes the need for work-related activity and aspirations circumstances, but occasionally fails to take appropriate action; Occasionally avoids assigned tasks. Understands the department mission, but exhibits difficulty in prioritizing activity.
---------------------------	--

1 2 3 4 5

PROFESSIONALISM

INTEGRITY	Places self-interests over public or department interests; Commits acts which could bring discredit to him/herself or the department.
LEADERSHIP	Appears hesitant to take charge or control in difficult situations when appropriate. Lacks confidence. Seldom called upon by others for assistance or advice.
APPEARANCE	Employee appearance is not consistent with department uniform policy and procedure. Uniform is not kept clean. Personal appearance reflects negatively on the department.

1 2 3 4 5

1 2 3 4 5

1 2 3 4 5

TECHNICAL KNOWLEDGE

GENERAL ORDERS/ PROCEDURES	Demonstrates an unacceptable level of knowledge, skills, methods, and techniques based upon his/her length of time in the position; Ineffectively performs the work of the assigned department. Does not possess a working knowledge of the administrative policies and procedures of the Village and Police Department.
LAWS	Displays only limited awareness of current changes in the law and procedure. Has difficulty understanding applicable laws, court rulings, and Rules of Evidence. Requires supervisor intervening in most cases.
OPERATION AND CARE OF EQUIPMENT	Does not follow the correct procedures and guidelines for operation of equipment.
SAFETY PRACTICES	Consistently or often receiving direction fails to follow proper safety procedures. Does not follow safety rules or procedures when operating equipment. Consistently fails to ensure the safety of him/herself or others.
TRAINING	Does not seek educational opportunities for advance training; Attends training sessions only as assigned by department personnel.

1 2 3 4 5

1 2 3 4 5

1 2 3 4 5

1 2 3 4 5

Recognizes and identifies police-related activity and takes appropriate follow-up action. Has a broad understanding of the department mission, including priorities of all levels. Can operate independently. Can be self-motivated. Is able to come up with original suggestions or solutions.

Places interests of public above self-interests. Honest with colleagues and the public. Actions do not bring discredit to him/herself or the department.
--

Demonstrates competence in taking charge, control or lending assistance to others in difficult situations. When appropriate take charge and will lead, advise, guide, direct, or motivate others in difficult situations. Can inspire enthusiasm in decisions when needed.
--

Employee maintains appearance consistent with department's uniform policy and procedure. Uniform is kept clean. Personal appearance reflects positively on the department.
--

Demonstrates an acceptable level of knowledge, skills, methods and techniques based upon his/her length of time in the position. Effectively performs the work of the assigned department. Has an understanding working knowledge of the administrative policies and procedures of the Village and Police Department.

Is aware of changes in law and procedure. Understands applicable laws, procedures, court rulings, and Rules of Evidence. Can handle routine cases without supervisor intervention.
--

Follows the correct procedures and guidelines for operation of equipment. Demonstrates the required care to insure that equipment is properly used and maintained.
--

Understands and follows established safety procedures and regulations as they apply to the use of equipment; the safety of him/herself, co-workers, and public at large. Exercises an acceptable level of care and caution in completing potentially hazardous work assignments. Uses and wears protective equipment and clothing appropriate to the work activity.
--

Seeks to advance career through outside training and educational opportunities. Identifies training and education opportunities which consistent departmental goals and objectives.

PRODUCTIVITY

QUALITY	Work is done with little regard for quality and no detail. Work products are incomplete and vague.	1-2-3-4-5	Completes work of high quality, attends to detail. Completes work products that are accurate, complete and thorough.
QUANTITY	Does not complete a fair share of work defined in job assignment.	1-2-3-4-5	Completes fair share of work; volume of work is what is expected of employee in job classification. Examples of criteria to be used will include cases handled and projects completed.
EFFICIENCY	Uses excessive time to handle assignments. Fails to submit work products on time. Does not thoroughly investigate citizens concerns.	1-2-3-4-5	Fulfills commitments in a timely fashion. Thoroughly investigates citizens concerns and ensures satisfactory resolution. Maximizes availability to citizens and is responsive to needs.
INDIVIDUAL GOALS		1-2-3-4-5	See Attached Goal Sheet
DEPARTMENT GOALS AND OBJECTIVES	Actively does not coincide with goals and objectives of the Department. Work does not reflect the Department's mission.		Works well with others in achieving job objectives and organizational goals. Focuses on the needs of the entire organization.

FLEXIBILITY/DEPENDABILITY

RESPONSIBILITY	Does not accept responsibility for actions. Deflects responsibility. Claims that they never received the information that would have aided in avoiding the failure.	1-2-3-4-5	Accepts responsibility for own actions. Does not make excuses for situations.
ACCEPTANCE OF SUPERVISION	Resists direction. Does not accept some assigned tasks without complaint.	1-2-3-4-5	Understands his/her assigned duties and responsibilities as well as his/her role in the organization. Does not require direction or instruction beyond what would typically be expected of an Officer.
ADAPTABILITY	Has difficulty adapting behavior and attitudinal responses to changing circumstances, policies, and attitudes of others. Does not consider supervisor's or co-workers suggestions and points of view.	1-2-3-4-5	Adapts behavior and attitudinal responses to changing circumstances, policies and attitudes of others including peers and supervisors, in order to obtain desired goals. Considers supervisor's and co-workers suggestions and points of view.
ATTENDANCE	Excessive absences. Improper use of sick leave. Fails to follow proper procedures relating to absences.	1-2-3-4-5	Is reliably present at work and observes regular work hours. Appears at work on time and prepared to start at the beginning of the shift. Notifies appropriate supervisor or other personnel in event of unplanned absences.

INDIVIDUAL GOALS

~~This section must be completed by the supervisor and employee at the end of the performance year. The supervisor should copy the goals/objectives and measurement standards set at the beginning of the performance year into the first and second columns. Then, the supervisor should circle a rating for each performance objective based upon how well the objective was achieved. Use the 1 through 5 rating scale to determine compliance or accomplishment of the goal(s). Attach additional sheet if necessary.~~

INDIVIDUAL GOAL	MEASUREMENT STANDARD	RATING SCORE
		Rating (circle one) 1 2 3 4 5
		Rating (circle one) 1 2 3 4 5
		Rating (circle one) 1 2 3 4 5

COMMENTS

~~Please provide comments on specific trait and characteristics. Please use additional pages if necessary.~~

Trait:	Characteristic:

Trait:	Characteristic:
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Trait:	Characteristic:
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Comments (cont.)

<i>Trait:</i> _____	<i>Characteristic:</i> _____

<i>Trait:</i> _____	<i>Characteristic:</i> _____

<i>Trait:</i> _____	<i>Characteristic:</i> _____

Comments (cont.)

<i>Trait:</i> _____	<i>Characteristic:</i> _____
----------------------------	-------------------------------------

<i>Trait:</i> _____	<i>Characteristic:</i> _____
----------------------------	-------------------------------------

<i>Trait:</i> _____	<i>Characteristic:</i> _____
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SIGNATURES

I have reviewed this document and discussed the contents with my supervisor. I understand that my signature does not necessarily indicate that I agree with the evaluation contained in this document, and that I may attach written comments which will be reviewed by senior management staff and included with this form in my personnel file.

Comments: (attach additional sheet if necessary):

Employee Signature: _____ **Date:** _____

I REQUEST A REVIEW OF THIS EVALUATION BY THE APPEALS OFFICER. ☐

IMMEDIATE SUPERVISOR

Comments: (attach additional sheet if necessary):

Signature: _____ **Date:** _____

CHIEF OF POLICE

Comments: (attach additional sheet if necessary):

Signature: _____ **Date:** _____

EVALUATION SCORE

~~The scores from the three component evaluations shall be recorded and factored using the weight scale established. The overall score shall be that which is used to determine movement in the pay scale.~~

Trait	Trait Name	Supervisor	Peer	Self	AVERAGE
1	Communication			X	
2	Problem Solving/Discretion			X	
3	Initiative			X	
4	Professionalism			X	
5	Technical Knowledge			X	
6	Productivity			X	
7	Flexibility/Dependability			X	
FINAL EVALUATION SCORE					

VILLAGE OF WILLOWBROOK POLICE FITNESS EXAM AND STANDARDS

The Village of Willowbrook Police Department Fitness Exam will consist of five separate tests. Each test is designed to evaluate an officer's physical abilities while performing job related duties. An officer must comply with these fitness standards at all times to ensure they are ready and fit for duty. The five drills are:

1. 3 Minute Box Step Drill
2. Vertical Jump Drill
3. 1 Minute Sit-Up Drill
4. Max Push-Up Drill
5. 300 Meter Run Drill

1. 3 Minute Box Step Drill: The box step test is an aerobic recovery level indicator. The test simulates the officer's ability to climb steps. The three-minute box step test requires an officer to step on and off a 1-foot box for three minutes. Twenty-four steps must be taken each minute. The officer's heart will be monitored thirty seconds after completing the Box Step Test to measure their beats per minute.

2. Vertical Jump Drill: The vertical jump test evaluates how explosive an officer's leg strength is. Leg strength is critical to the job of Police Patrol Officer because it provides a stable basis from which to perform all job tasks. The vertical jump test requires the officer to place his/her right or left hand up against the wall, and reach to the highest point on the wall. The officer is then required to jump straight into the air and reach to the highest point on the wall. The officer's performance will be measured in inches and scored.

3. 1 Minute Sit-Up Drill: This test is designed to evaluate the strength of the officer's low trunk and abdominal area. This area is critical to activities such as exiting a patrol car, ducking behind barriers and apprehending suspects. The one-minute sit-up drill requires an officer to perform as many sit-ups possible within a one-minute period. All sit-ups must be performed with arms crossed on top of the chest.

4. Max Push-Up Drill: This test is designed to evaluate the officer's upper body strength. Upper body strength is critical for engaging suspects, weapon usage, assisting an injured individual and protecting one's self. The max push-up drill requires an officer to do as many push-ups as he/she is capable of without stopping or resting in between push-ups. There is no time require for this particular test. Push-ups must be started with arms fully extended. An officer must lower their arm extension to a 90-degree angle on every push-up.

5. 300 Meter Run Drill: The 300-meter run requires an officer to sprint 300 meters. This test is design to evaluate the officer's stamina and quickness. This test may be used to determine how capable an officer performs in a foot pursuit situation.

Implementation

The Physical Fitness exam will begin with a 3 Minute Box Step Test. An officer will have to step on and off a 1-foot box for three minutes. After the Box Step Test is completed, the officer's heart rate will be monitored. The maximum beat per minute an officer must have is 135 beats per minute. A five-minute rest period is awarded after completing the Box Step Test.

The second drill is a Vertical jump test. The minimum an officer must jump is sixteen inches. An officer rests for three minutes after the test is completed.

Once the three-minute rest period is over, officers perform a one-minute sit-up drill. The minimum amount of sit-ups required is thirty-five. There is a five-minute rest period after the sit-up drill is completed.

Next, the officer must perform the maximum push-up drill. The officer must do a minimum of twenty-eight push-ups. No timetable is administered to this particular fitness drill. Once the drill is completed, a five-minute rest period is rewarded.

After the five-minute rest period, the officer runs the 300-meter dash. The dash must be completed in ninety seconds. A seven-minute rest period is rewarded after completion of the run.

A licensed fitness trainer will administer the physical fitness exam to ensure that all officers meet the required standard for each individual drill.

Officers' weight, height, and body fat will be measured after completing the physical fitness exam. However, the results will not be assessed in the final score.

<i>Performance Exercise</i>		<i>Requirement</i>
3 Minute Box Step Test Drill	No more than	135 Beats per Minute
Vertical Jump Drill	No less than	16 Inches
1 Minute Sit-Up Drill	No less than	35 Sit-Ups
Push-Up Drill	No less than	28 Push-Ups
300 Meter Run Drill	No more than	90 Seconds

SCORE

The Physical Fitness Exam is a pass/fail test. In order for an officer to successfully pass the entire fitness exam they must pass all five fitness drills. Failure to pass one fitness drill shall constitute a failed test process, and will require the officer to re-take the entire fitness exam.

<i>Performance Exercise</i>	<i>Pass</i>	<i>Fail</i>
3 Minute Box Step Test		
Vertical Jump		
2 Minute Sit-Up Drill		
Push-Drill		
300 Meter Run		

FINAL SCORE		
--------------------	--	--

I. DISTRIBUTION:

All

II. IF. PURPOSE:

The purpose of this order is to establish guidelines and procedures for the physical fitness testing for patrol officers.

III. DISCUSSION:

The physical well being of a patrol officer is the utmost importance to the Village of Willowbrook Police Department. A physically fit officer will be able to render aid, physically defend himself and others, and perform the physically demanding aspects of patrol work.

IV. POLICY:

It is the policy of the Willowbrook Police Department that patrol officers maintain a predetermined level of fitness throughout their career with the department.

V. REGULATIONS:

A. Applicability

1. Patrol officers will be subject to random but not recurrent physical fitness testing, effective May 1, 2003. This test shall include, but is not limited to tests that determine strength, cardiovascular fitness, and the physical well being of the patrol officer. Refer to Appendix A.
2. Each patrol officer shall be required to successfully complete the physical fitness test at least once in every twelve-month period. The Chief of Police will randomly, but not recurrently, select patrol officers for fitness testing at various times of the year. In the event that the Chief of Police determines there is a cause for retesting a patrol officer who has already completed physical fitness testing within the twelve-month period, the Chief of Police may require the patrol officer to take the physical fitness test again.
3. The physical fitness test does not preclude additional fit-for-duty testing under the procedure set forth in paragraph B of this section V upon return to work due to an injury or illness or for just cause.
4. Patrol officers who successfully complete the physical fitness testing shall be subject to random testing beginning with May 1st of the following year.

B. Failure to complete or successfully complete testing

1. Patrol officers who fail to complete or successfully pass any portion of the physical fitness test may be subject to the following process prior to issuance of progressive discipline:
 - a. Failure of test – retest within 90 days
 - b. Failure of first retest – counseling, retest within 45 days
 - c. Failure of second retest – verbal warning, retest within 45 days

Patrol officers who fail to complete or successfully pass any portion of the physical fitness test after completing the procedures contained in Article V.B.1. may be subject to progressive discipline as follows, all subject to and in accordance with the Rules and Regulations of the Board of Police Commissioners and the provisions of 65 ILCS 5/10-2.1-1 et seq. **except that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Agreement and as expressed in this Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the Officers election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement. The parties agree the affected Officer has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.**

2. and the provisions of 65 ILCS 5/10-2.1-1 et seq.
 - a. First failure – written warning
 - b. Second consecutive failure – 3 day suspension without pay
 - c. Third and additional consecutive failures – 5 day suspension without pay

Once discipline is served, the testing process will be concluded and no further discipline will be issued with regard to that test.

C. Successful completion of testing

Patrol officers who successfully complete the physical fitness testing following disciplinary proceedings shall have a fresh start with regard to future testing. The patrol officer shall be subject to random physical fitness testing beginning with May 1st of the following year in accordance with section V.A.1 of this General Order.

D. Other remedies

This General Order does not preclude the Village of Willowbrook Police Department from exercising any rights that existed prior to the issuance hereof with regard to an officer who cannot perform the essential functions of his or her job.

VI. PROCEDURE:

A. Scheduling of testing

1. Pre-testing

The Village of Willowbrook will offer a pre-physical fitness test once a year without ramification to all patrol officers. The results of the pre-test shall be forwarded directly to the patrol officer.

2. Required testing

Once a patrol officer receives notification from the Chief of Police, the patrol officer shall be required to schedule the physical fitness test within fourteen (14) days of receiving notice, with the representative of the health facility designated by the Village of Willowbrook.

B. Failure to successfully complete or pass physical fitness testing

- 1.** The Department shall make available, to the patrol officer, fitness or nutritional counseling upon unsuccessful completion of the fitness test. A fitness professional selected by the Village of Willowbrook shall provide this information.
- 2.** If it is determined by the representative of the health facility or the Chief of Police that the officer is unwilling to make a reasonable effort to complete the physical fitness test or if the officer is unwilling to take the physical fitness test, the Chief of Police shall issue the appropriate discipline.
- 3.** The Chief of Police may at his discretion waive or restructure any portion of the physical fitness test or waive progressive discipline (a) if there is supportive evidence indicating that a patrol officer has made a reasonable effort or (b) in order to comply with any applicable laws or regulations. The Chief of Police may issue conditions with the waiver at his discretion.

Memorandum of Understanding

The purpose of this Memorandum of Understanding is to set forth the agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council regarding the special terms of employment that will apply to a Police Officer functioning as a Canine Officer, including the duties and compensation of the Officer. These special terms are as follows:

1. The Willowbrook Police Department's General Order concerning the operation of the Canine Unit will apply.
2. Travel time with the canine shall not be compensable except for such travel time entitled to compensation under the applicable collective bargaining agreement and Fair Labor Standards Act, and except when such travel time is created by another jurisdiction's requesting the use of the Canine Unit.
3. The Department will replace, without cost to the Canine Officer, any uniform items specially designated and required for use by the Canine Officer that become damaged while performing duties related to the canine. This replacement shall be in addition to the uniform allowance provided for in the applicable collective bargaining agreement.
4. The Canine Unit will generally be assigned to patrol duties. However, it is understood that the workday and work period of the Canine Unit may be changed with or without notice from time to time in order to meet the Department's needs for the Unit.
5. Subject to the operating needs of the Department, the Canine Officer will be allowed one (1) hour, or such time as is reasonably necessary, during the course of his/her duty shift to perform the following duties relative to the canine: exercise, grooming, feeding (one meal), training, visits to the veterinarian for routine checkups and shots, and procuring food and supplies.
6. The Canine Officer will also be allowed an additional eight (8) hour day every other month for additional training and maintenance of the canine. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.
7. The Canine Officer will perform certain limited tasks at home related to the canine while not on-duty, including cleaning the canine's kennel or other place where the canine is kept, cleaning up after the canine; feeding the canine (one meal for on-duty days and two meals for off-duty days); and exercising the canine (off-duty days). The Officer will maintain a detailed daily record of the amount of time spent on these tasks which will be available for inspection by the Chief of Police upon request. The parties estimate that the amount of time required to perform these tasks is approximately four (4) hours per week. Recognizing that the performance of these limited tasks requires substantially less skill than the regular work of the Canine Officer, the parties agree that he or she will receive a monthly stipend (including an overtime factor) of \$200. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.

Dated: _____, 2010

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

VILLAGE OF WILLOWBROOK

By: _____

By: _____

Officer Acknowledgement:

Having read this Memorandum and its attachment, I understand and agree with the special terms applicable to a Canine Officer.

Canine Officer

Date

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION AUTHORIZING CONTINUING
MEMBERSHIP IN THE SOUTH CENTRAL DUPAGE
COUNTY BENEFIT POOL

AGENDA NO 21

AGENDA DATE: 12/13/10

STAFF REVIEW: Sue Stanish

SIGNATURE: Sue Stanish

LEGAL REVIEW:

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: T. Hall

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

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

The Village participates in the South Central DuPage County Benefit Pool (SDCBP) which is a sub-pool of the Intergovernmental Personnel Benefit Cooperative (IPBC). The IPBC is a health insurance pool comprised of 59 municipal and governmental entities. The Village of Willowbrook would not be large enough on its own to participate in the IPBC Pool so as a result a sub-pool was formed that includes the following communities: Willowbrook, Burr Ridge, Clarendon Hills, Darien and Woodridge.

With the new health care reform bill, insurance rates nationwide have been predicted to increase from a range of 15%-25%. The Village's rates have been projected to increase by 12%-14%. In the upcoming months the sub-pool will be evaluating plan design changes to minimize the rate increase. The Village's health insurance buy-back program continues to be successful in saving funds. As a worst case scenario, Staff has included a 14% increase for budget purposes. Attached is an information packet on the IPBC Pool and rate history.

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

Participation in the sub-pool allows the Village to provide comprehensive health care and life insurance coverage for employees and their families in an effective manner. Through the sub-pool, the Village provides the HMO Illinois Health Insurance Plan. This HMO Plan continues to have the largest network of hospitals and physicians in the Chicago Metro area. With the HMO and participation in the pool, the Village's is not taking on the risk of a self-insured plan and shares in the claim experience with a much larger group. The attached resolution if passed will reaffirm Willowbrook's continuing membership in the sub-pool and IPBC for a three year period.

ACTION PROPOSED: ADOPT THE RESOLUTION

RESOLUTION NO. 10-R-_____

A RESOLUTION AUTHORIZING CONTINUING
MEMBERSHIP IN THE SOUTH CENTRAL DUPAGE
COUNTY BENEFIT POOL

WHEREAS, the Village of Willowbrook has previously authorized membership in the South Central DuPage County Benefit Pool (SDCBP), a sub-pool of the Intergovernmental Personnel Benefit Cooperative (IPBC); and

WHEREAS, that intergovernmental entity has effectively provided health insurance coverage to its members; and

WHEREAS, SDCPB, as part of the IPBC, on July 1, 2011, will commence the next three-year cycle of the Cooperative; and

WHEREAS, the Board of Directors of IPBC has requested each of its Members to pass resolutions reaffirming their continuing membership in the IPBC, agreeing to continue as Members during the next three-year cycle of the IPBC, and reaffirming that the Member will continue as a Member of the Cooperative until such time as it withdraws prior to the commencement of a three-year cycle; and

WHEREAS, the Intergovernmental Agreement entered into by the Village of Willowbrook which provided for the creation of SDCBP requires a ninety (90) day notice in writing of its withdrawal prior to the commencement of a three-year cycle.

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

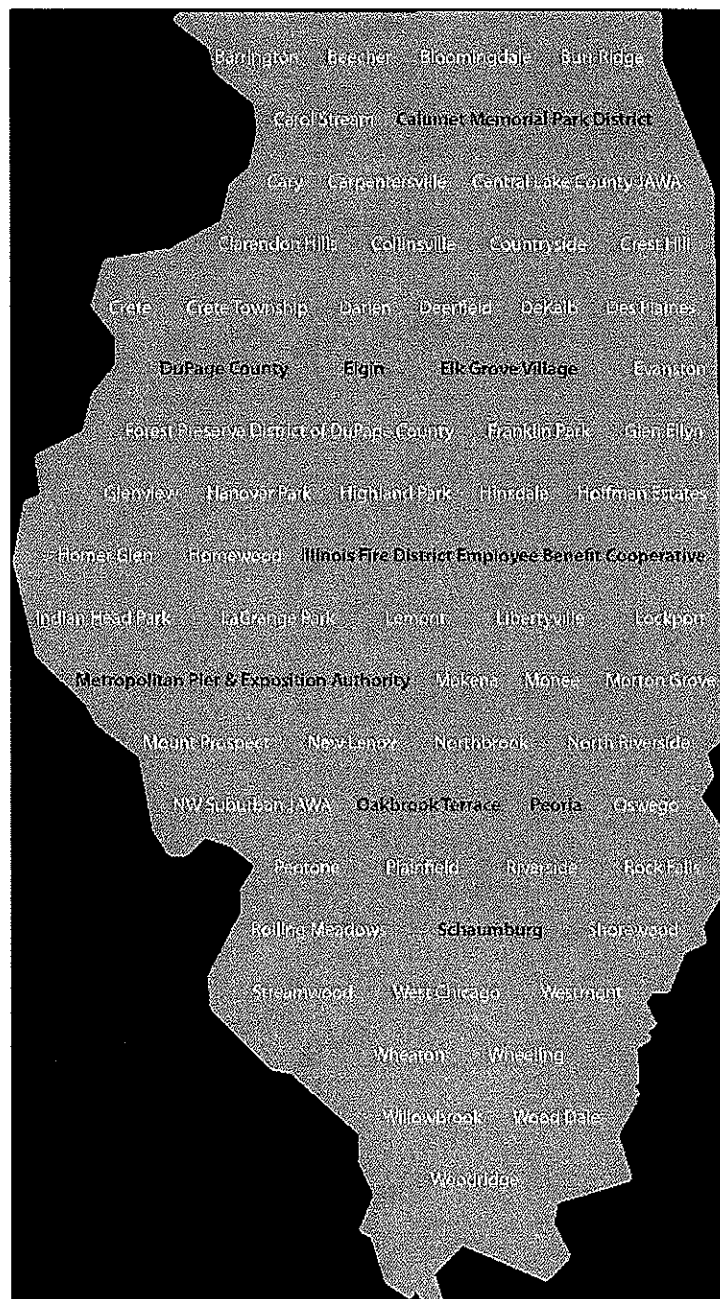
ABSENT:



Gallagher Benefit Services, Inc.
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IPBC

(Intergovernmental Personnel Benefit Cooperative)



Presented by: Your Gallagher Benefit Services, Inc. Public Sector Team



Gallagher Benefit Services, Inc.
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IPBC

Fact Sheet

Inception: 1979, per the Illinois Intergovernmental Cooperation Act

Members: 59 public sector entities as of November 1, 2010

Governance: Member communities designate representation to the Board of Delegates, then governed by Chair, Vice Chair, and Treasurer are officers selected from Membership

Employees Covered: Life Insurance: 8,948

PPO: 5,921

HMO: 3,459

Dental: 3,930

Insurance Providers: BlueCross Blue Shield (PPO/ HMO (Blue Advantage and HMO Illinois))

United Healthcare (PPO/EPO)

CIGNA (PPO)

MetLife (Dental)

Reliance Standard (Life/AD & D)

2010-2011 Expenditures: \$137,635,666 (estimated)

2010-2011 Reserves: \$21,340,597 (restricted)*

\$23,944,626 (unrestricted)*

*Per IPBC Audit Year End 6/30/10



Gallagher Benefit Services, Inc.
thinking ahead

The Intergovernmental Personnel Benefit Cooperative (IPBC)

History

The Intergovernmental Personnel Benefit Cooperative (IPBC) is an entity created under Illinois state laws, which allows municipal groups to band together for the purposes of insurance. The IPBC was established in 1979 and currently includes 59 municipalities or municipal entities as members.

Purpose

The purpose of the IPBC is to provide economies of scale and risk pooling that will allow members more financial stability than offered by the commercial insurance market. **The members retain the right within the IPBC to create and change their PPO plan design, which is often required due to the nature of bargained contracts.** Members also operate as part of a larger Board of Directors to control the finances within the pool.

Members

Long-term commitment by members to the philosophy of risk pooling has been instrumental in the success of the IPBC. Many members have been part of the organization for more than two decades.

"The Streamwood Village Board has established a formal budgetary policy encouraging intergovernmental cooperation in order to improve services and control costs. The IPBC offers group purchasing power that the Village would not have on their own. The IPBC Board has worked hard to develop creative products and flexible plan designs that are both cost-effective and meet the needs of our employees."

— Dave Richardson,
Finance Director, Village of Streamwood

For more information please contact Erin N. Duffy
(630-285-4439, erin_duffy@ajg.com)

Products

The IPBC offers self-insured PPO, HMO, and Dental programs. Upon entering the IPBC, each community will have access to a Life, AD & D benefit as well as a multitude of other products (vision, property and casualty, long-term care, retirement, etc.). The PPO program allows members authority over plan design, but provides pooling of risk among all members for individual claims between \$30,000 and \$125,000. Claims over \$125,000 are fully reinsured. Therefore, members are responsible for claims under \$30,000 and the redistributed claims cost for claims between \$30,000 and \$125,000. This allows for increased budgetability from year to year.

The HMO product is also self-insured through a special arrangement. Members pay for fixed costs of capitation and administration and then fund for claims not covered under the capitation fee. There are several different choices of plan designs with different levels of office visit and prescription drug co-pays. This program is fully pooled and no member is individually rated based on claim experience. All members pay the same rates based on plan design choices.

The Dental program is self-insured, and each member has complete flexibility over plan design. Several different network options are available to members.

Business Partners

Ancel Glink (Attorney)
Sikich (Auditing)
Lauterbach & Amen (Accounting)
NIU/CGS (Recordkeeping)
Gallagher Benefit Services (Benefits Consulting)

Executive Committee

Bob Fialkowski (Deerfield): Chairman
Patrick Seger (Hoffman Estates): Vice Chair
Kelly Amidei (Libertyville): Finance & Operations
Mark Horton (Oswego): Treasurer
Lisa Happ (Carpentersville): Membership



Brokerage / Consulting Clients

- Elgin (2005)
- Elk Grove Village (1996)
- Illinois Fire District Employee Benefit Cooperative (1996)
- Metropolitan Pier & Exposition Authority (2007)
- Oakbrook Terrace (2004)
- Peoria (2005)
- DuPage County (2009)
- Calumet Memorial Park District (2010)
- Village of Schaumburg (2010)

Intergovernmental Personnel Benefit Cooperative

Individual Members

- Barrington (7/1/1979)
- Bloomingdale (7/1/1984)
- Carol Stream (10/1/1983)
- Carpentersville (1/1/2007)
- Central Lake County JAWA (6/1/1997)
- Collinsville (6/1/2004)
- Deerfield (5/1/2003)
- DeKalb (1/1/2008)
- Des Plaines (6/1/2003)
- Evanston (12/1/2009)
- Forest Preserve District of DuPage County (1/1/2004)
- Franklin Park (11/1/2003)
- Glenview (7/1/1979)
- Hanover Park (5/1/1981)
- Highland Park (1/1/2008)
- Hinsdale (6/1/1997)
- Hoffman Estates (1/1/2005)
- Homewood (1/1/2005)
- NW Suburban JAWA (1/1/2000)
- Libertyville (5/1/2006)
- Morton Grove (1/1/2007)
- Mount Prospect (4/1/1998)
- Northbrook (5/1/2003)
- Oswego (7/1/2010)
- Rolling Meadows (7/1/1979)
- Streamwood (7/1/1979)
- West Chicago (10/1/1997)
- Westmont (7/1/1979)
- Wheaton (4/1/2003)
- Wheeling (7/1/1979)
- Wood Dale (7/1/1981)

SCDCBP Benefit Pool

- Burr Ridge (3/1/1985)
- Clarendon Hills (9/1/1984)
- Darien (9/1/1984)
- Willowbrook (9/1/1984)
- Woodridge (9/1/1984)

SWAHM Benefit Pool

- Crest Hill (8/1/2010)
- Glen Ellyn (1/1/2009)
- Homer Glen (1/1/2009)
- Lemont (7/1/1992)
- Lockport 7/1/2008)
- Mokena (7/1/1992)
- New Lenox (7/1/1992)
- Plainfield (7/1/1992)
- Shorewood (7/1/1992)

WCMC Benefit Pool

- Countryside (8/1/1983)
- Indian Head Park (8/1/1983)
- LaGrange Park (8/1/1983)
- Riverside (9/1/1984)

NIHII Benefit Pool

- North Riverside (10/1/2009)
- Rock Falls (1/1/2010)
- Cary (3/1/2010)
- SEECOM (1/1/2011)

EWCCM Benefit Pool

- Crete (11/1/2010)
- Beecher (11/1/2010)
- Peotone (11/1/2010)
- Monee (11/1/2010)
- Steger (11/1/2010)
- Crete Township (11/1/2010)



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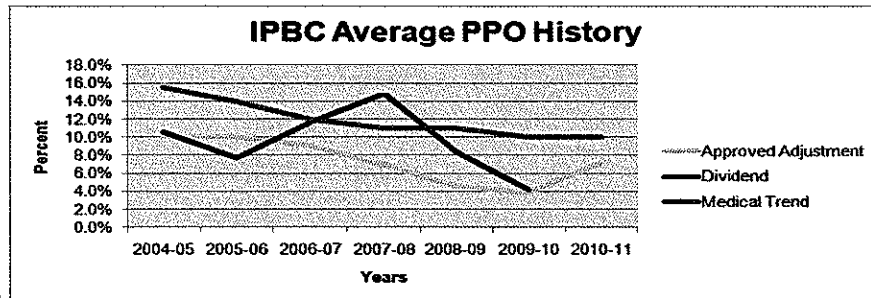


Callagher Benefit Services, Inc.

IPBC Average PPO Rate History

PPO Rate History

	Avg. Approved Adjustment	Avg. Dividend*	Medical Trend
2004-05	10.0%	10.6%	15.5%
2005-06	10.0%	7.7%	14.0%
2006-07	9.0%	11.7%	12.0%
2007-08	7.0%	14.9%	11.0%
2008-09	4.5%	8.4%	11.0%
2009-10	3.9%	4.6%**	10.0%
2010-11	7.2%	TBD	10.0%



**Through May 2010

*Dividend represents reserve funding as well as positive plan performance

Updated 7/28/10

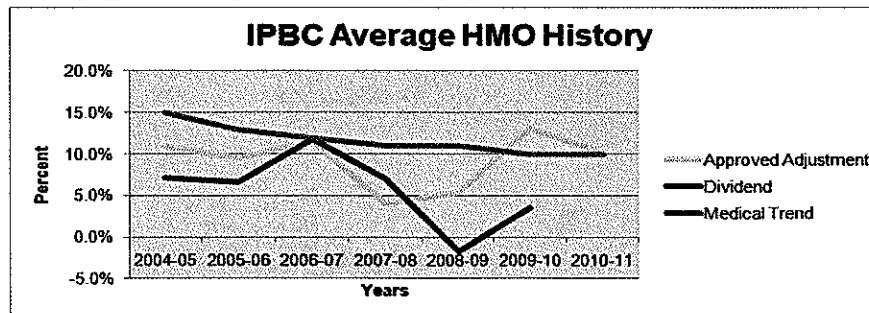


Callagher Benefit Services, Inc.

IPBC Average HMO Rate History

HMO Rate History

	Avg. Approved Adjustment	Avg. Dividend*	Medical Trend
2004-05	10.9%	7.2%	15.0%
2005-06	9.5%	6.6%	13.0%
2006-07	11.5%	11.8%	12.0%
2007-08	4.1%	7.0%	11.0%
2008-09	5.4%	-1.7%	11.0%
2009-10	13.1%	3.4%**	10.0%
2010-11	10.1%	TBD	10.0%



**Through May 2010

*Dividend represents reserve funding as well as positive plan performance

Updated 7/28/10



Gallagher Benefit Services, Inc.
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Testimonials

Brad Wilson, Finance Director, City of Wood Dale

"Throughout my six years of working with the IPBC, both as an end user and now as a voting member, I have yet to be disappointed. Regardless of the nature of my underlying issue, the support team at Gallagher Benefit Services has always succeeded in presenting a resolution that was both positive and clearly delivered in language appropriate to the audience. This ability has brought a great deal of comfort to employees, who traditionally feel overwhelmed by the health care system and its terminology. With the representatives at Gallagher, they feel that they are getting straight answers and not the same runaround they are used to. Due to this successful exchange between Gallagher and the City's staff members, a higher level of trust and understanding has developed, which allows the administration of the City's health care benefits to be a positive experience."

Bob Fialkowski, Finance Director, Village of Deerfield

"...I believe the most important benefit of joining the pool is the future flexibility provided in designing a health benefits program within the budget set forth by the Village each year and access to innovative strategies to deal with the continued provision of these benefits to our employees. There have been quite a number of articles recently in the local and national press concerning the widespread expert opinion of 15% annual increases in employer-provided health insurance into the future and the unknown effect of the recent major changes to come due to the Federal health insurance bill. To deal with these types of increases and rapid changes, we need to be able to offer a menu of alternatives designed to share a greater responsibility for choosing and managing cost-effective health care with the employees. With 175 lives, we are not big enough on our own to offer a cafeteria of options to effect this transfer of decision-making. But as part of a pool of like-minded and similarly situated municipalities, membership in the IPBC will enable us to share and pool, with a larger number of covered employees, alternatives such as high-deductible plans or healthcare reimbursement arrangements. It also gives us access to consultants who can evaluate our individual circumstances along with the pool as an entity and offer cost effective programs to deal with the rising cost of these benefits."

Kay Argo, Human Resources Director, Village of Bloomingdale

"The Village can offer more plan and vendor selection because we participate in the IPBC. Currently, we offer two HMO plans, a PPO plan, and EPO plan through Blue Cross Blue Shield and United Healthcare. That would not be possible if we were not part of the cooperative."

Another advantage to being in the pool is that we are able to self fund our health care expenses. If we pay more into the pool than we use during a plan year, those funds are saved in our own account to use in future years. If we were not part of the pool, we probably would need to fully insure our plans and any overpayment of premiums compared to claims would be forfeited to the insurance carrier."





Callagher Benefit Services, Inc.
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IPBC

Chris Cordes
Area Executive VP
Health & Welfare Practice
Leader

Angelo Nardi
Executive VP

Gregg Aleman
Area VP
Client Development

Dave Torri
Area VP
Client Management

Erin Duffy
Account Executive

Dan Parker
Sr. Benefits
Consultant

Joyce Janu
Sr. Benefits
Consultant

Colby Bushnell
Client
Representative

Deana Dolan
Sr. Client
Representative

Beth Molony
Sr. Client
Representative

GBS Resource Team

Mary Beth Bullen
Area VP
Public Sector

John Edgerton
Area VP
Underwriting

Arnie Munson
Compliance
Attorney

Michael Thomas
National Pharmacy
Practice

James Billings
Wellness
Consultant

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD

As of April 30, 2010 fiscal year end

(40 ILCS 5/3-143) (from Ch. 108 1/2, par. 3-143)

Sec. 3-143. Report by pension board.

The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.

1.

Total Trust Assets (see attachment 1 for complete listing)

Total Assets (market value):	\$12,457,304
Actuarial Value of Assets (see item 8 for explanation):	\$13,403,601

2.

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll:	\$207,850
Employer Contributions and all other sources:	\$505,426

3.

Estimated amount required during the next succeeding fiscal year to:

(a) pay all pensions and other obligations provided in this Article:	\$358,981
(b) meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:	\$713,276

4.

Total Net Income received from investment of net assets:	\$1,944,659
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Assumed Investment Return:	7.50%
Actual Investment Return:	18.59%

Total Net Income received from investment of net assets (FYE April 30, 2009):	\$ (1,347,634)
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Assumed Investment Return (FYE April 30, 2009):	7.50%
Actual Investment Return (FYE April 30, 2009):	(12.22)%

5.

Total number of Active Employees that are financially contributing to the fund:	25
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6.

Disbursements to:

(i) Annuitants in receipt of a regular retirement pension:	
Total number of annuitants:	3
Total amount that was disbursed in benefits:	\$128,201
(ii) Recipients being paid a disability pension:	
Total number of annuitants:	2
Total amount that was disbursed in benefits:	\$ 49,981
(iii) Survivors and children in receipt of benefits:	
Total number of annuitants:	0
Total amount that was disbursed in benefits:	\$ 0

7.

Funded ratio of the fund:

80.80%

8.

Unfunded Actuarial Accrued Liability:

\$3,184,717

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

9.

Investment Policy of the pension board under the statutory investment restrictions imposed on the fund. (See attachment 2)

Certification

I, Umberto Davi, President of the Willowbrook Police Pension Board, Village of Willowbrook, DuPage County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this _____ day of _____, 2010.

Timothy J. Kobler

Vice President of Willowbrook Police Pension Board

Source: P.A. 95-950, eff. 8-29-08

Budget Schedule

- Senior Staff Budget Preparation – October 7 (COMPLETE)
- Budget Preview Workshop – November 8
- Staff budget Kick-off – November 9
- Department budget submittals to Sue – December 1
- Review of budget submittals – Week of December 13
- Final Staff budget meeting – January 3
- Committee Review of Budgets – February 1 (special meeting)
- Board Budget Workshop I – March 7
- Board Budget Workshop II (if needed) – March 21 or 28
- Final Budget approval – April 25