

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 11, 2014, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - July 28, 2014 (APPROVE)
  - c. Minutes - Executive Session - July 28, 2014 (APPROVE)
  - d. Warrants - \$194,370.96 (APPROVE)
  - e. Monthly Financial Report - July 31, 2014 (APPROVE)
  - f. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook - Title 4, Chapter 2 - Building Code (PASS)
  - g. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same Back to the Dealer from which they were Originally Purchased (PASS)
  - h. Plan Commission Recommendation - Zoning Case 14-11: Petition for Approval of a Planned Unit Development, Including Variations and Relief as may be Required - 700 Willowbrook Centre Parkway, "Willowbrook Business Center" (RECEIVE)
  - i. Proclamation - A Proclamation Recognizing August 11, 2014 as National 811 Day Within the Village of Willowbrook (APPROVE)
  - j. Proclamation - A Proclamation Recognizing October 2014 as National Physical Therapy Month Within the Village of Willowbrook (APPROVE)

NEW BUSINESS

6. ORDINANCE - AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A RESTAURANT IN TENANT SPACE 2 - OISHI SUSHI, 6300 S. KINGERY HIGHWAY, HINSDALE LAKE COMMONS SHOPPING CENTER
7. ORDINANCE - AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A RESTAURANT AND DRIVE THROUGH USE AND GRANTING CERTAIN VARIATIONS - CHISHACK, 301 W. 75<sup>TH</sup> STREET
8. RESOLUTION - A RESOLUTION ACCEPTING A PROPOSAL TO PROVIDE PROFESSIONAL PLANNING SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID PROPOSAL - POLICE FACILITY PLANNING - WILLIAMS ARCHITECTS

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 28, 2014 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 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Village Clerk Leroy Hansen, Trustees Dennis Baker, Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, and Paul Oggerino.

ABSENT: None

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Parks and Recreation Commissioner Lorraine Grimsby to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - July 14, 2014 (APPROVE)
- c. Warrants - \$383,955.50 (APPROVE)
- d. Plan Commission Recommendation - Zoning Hearing Case 14-06: 6300 Kingery Highway, Petition for a Special Use Permit to Allow an 1,890 Square Foot Restaurant to Operate within the Hinsdale Lake Commons Shopping Center - "Oishi Sushi" (RECEIVE)
- e. Plan Commission Recommendation - Zoning Hearing Case 14-07: 6258 Kingery Highway, Petition to Amend a Special Use for a PUD to Allow the Construction of a New 9,267 Square Foot Daycare Facility - "Little Sunshine's Playhouse" (RECEIVE)

- f. Plan Commission Recommendation - Zoning Hearing Case 14-08: 301 W. 75<sup>th</sup> Street, Petition for a Special use Permit to Allow an 1,187 Square Foot Restaurant with Drive Through to Operate - "Chishack" (RECEIVE)
- g. Plan Commission Recommendation - Zoning Case 14-09: 7580 Quincy Street, Petition for a Rezoning from M-1 to O-R, a Special Use Permit for a Recreational Use, and a Variation to Allow a Swim Club - "Westmont Swim Club" (RECEIVE)
- h. Motion to Approve - Issuance of Part Permit for Over 200 Attendees - World Financial Group Company Picnic, Saturday, September 6, 2014, 10:00 a.m. to 7:00 p.m. - Community Park

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. DELINQUENT WATER BILLS

Administrator Halik reported that there were two (2) delinquent water bills in the amount of \$164.93 and \$374.05. Staff requested authorization to proceed in accordance with past practices which was approved.

7. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL WITH TERMS AND CONDITIONS FOR THE REMOVAL AND REPLACEMENT OF SECTIONS OF PUBLIC SIDEWALK PREVIOUSLY IDENTIFIED AS BEING IN A STATE OF DISREPAIR - ROBERT WHITE CONSTRUCTION, SOMONAUK

Administrator Halik advised that on two sidewalk projects conducted earlier in the year, Robert White Construction submitted the lowest qualified proposal for the repairs. An additional 1,400 square feet of sidewalk repairs have been identified. The proposal includes the break out, replacement, and turf restoration for the cost of \$17,095.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 14-R-33 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION - A RESOLUTION AWARDING THE FISCAL YEAR 2014/15 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO JAMES D. FIALA PAVING COMPANY, INC. IN THE AMOUNT OF \$217,912.02

Administrator Halik related that the 2014/15 Roadway Maintenance project includes the resurfacing of 1.3 miles of roadways, surface patching, full depth patching, replacement of concrete curb and gutters, and the replacement of worn pavement markings.

The program was put out for public bid with the bid opening occurring on Monday, July 21<sup>st</sup> at 10:00 a.m. Three bid packets were picked up and three sealed bids were received prior to the deadline. The low bid was received by James D. Fiala Paving Company in the amount of \$217,912.02. The bid is \$5,400 below the engineer's estimate to complete the project.

Administrator Halik advised that this work would begin in mid to late August. Trustee Mistele commented that this work is part of the normal maintenance program for the Village.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 14-R-34 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly requested that the City of Darien be notified about installing a stop sign at the intersection of Clarendon Hills Road and 67<sup>th</sup> Street due to the Route 83 roadwork that will be commencing in the fall. Administrator Halik advised that he will contact them.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

10. ATTORNEY'S REPORT

Attorney Bastian had no report.

11. CLERK'S REPORT

Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halik reminded the Board that the IML conference is scheduled for September 18-20, 2014 and to contact Cindy Stuchl if they wish to attend. Administrator Halik advised that the Village Hall demolition work began on Wednesday, July 23<sup>rd</sup>. Administrator Halik stated that of the four (4) Plan Commission recommendations that were on the Omnibus Vote Agenda, the Oishi Sushi Restaurant and Chishack Restaurant will be brought before the Board for approval at the next Board meeting.

13. MAYOR'S REPORT

Mayor Trilla advised that he was invited to speak about Ramadan at an Interfaith Dinner held on July 17<sup>th</sup> put on by the Muslim Educational Cultural Center of America at Ashton Place.

14. EXECUTIVE SESSION

- a. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Destruction of Audio or Video Recordings of Closed Meetings Under the Open Meetings Act for the Purpose of a Semi-Annual Review of Said Recordings as Mandated by 5 ILCS 120/2.06(3)(c)(1)
- b. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding Previously Approved Minutes of Meetings That Were Lawfully Closed Under the Open Meetings Act for the

Purpose of a Semi-Annual Review of Said Minutes as Mandated by 5 ILCS 120/2.06(d), for Purposes of Possible Release

Mayor Trilla asked the Board if there was a need to go into Executive Session to discuss the closed minutes that were to be released. Trustee Kelly stated that he would like to go into Executive Session.

Consensus of the Board was that there was no need to discuss the destruction of the audio tapes of Executive Session.

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

MOTION: Made by Trustee Baker and seconded by Trustee Berglund to adopt Resolution No. 14-R-35 as presented.

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

MOTION DECLARED CARRIED

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to recess into Executive Session at the hour of 6:42 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 6:43 p.m.

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

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to adopt Resolution No. 14-R-36 as amended to remove from Schedule B the Executive Session minutes from April 11, 2005; October 27, 2008; November 10, 2008; and June 28, 2010 and remain closed.

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

MOTION DECLARED CARRIED

17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 6:57 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

August 11, 2014.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

August 11, 2014

GENERAL CORPORATE FUND	-----	\$146,306.56
WATER FUND	-----	10,973.77
T I F SPECIAL REVENUE FUND	-----	468.00
POLICE PENSION FUND	-----	3,115.00
CAPITAL PROJECT FUND	-----	802.50
L.A.F.E.R. FUND	-----	32,705.13
TOTAL WARRANTS	-----	\$194,370.96

  
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Tim Halik, Village Administrator

APPROVED:

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Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AAA ALL-COUNTY BOARD LLP (1862) 2841400022930 RED LIGHT FINES 01-310-503	08/12 CK# 84818 01-310-503	\$100.00 100.00
AL WARREN OIL CO (2205) I0855936 GASOLINE INVENTORY 01-190-126	08/12 CK# 84819 01-190-126	\$3,077.30 3,077.30
ALEXANDER EQUIPMENT COMPANY INC (2609) 103688 OPERATING SUPPLIES & EQUIPMENT 01-503-401 103755 OPERATING SUPPLIES & EQUIPMENT 01-503-401	08/12 CK# 84820 01-35-715-401 01-35-715-401	\$625.67 556.22 69.45
ALL AMERICAN PAPER COMPANY (68) 85012 MAINTENANCE - PW BUILDING CM-84003 MAINTENANCE SUPPLIES 01-615-331	08/12 CK# 84821 01-35-725-418 01-20-570-331	\$230.38 237.61 -7.23
ARTHUR CLESEN, INC. (129) 23654 BUILDING MAINTENANCE SUPPLIES 01-405-351	08/12 CK# 84822 01-10-466-351	\$1,200.50 1,200.50
AZAVAR AUDIT SOLUTIONS INC (158) 10319/AUG 14 UTILITY TAX 01-310-205	08/12 CK# 84824 01-310-205	\$271.43 271.43
ZAFEER BERKI (2632) TEMP OCCP RFND BUILDING PERMITS 01-310-401	08/12 CK# 84826 01-310-401	\$1,000.00 1,000.00
BSN SPORTS (2471) 9615289 PARK LANDSCAPE SUPPLIES 01-610-341	08/12 CK# 84827 01-20-565-341	\$327.90 327.90
MARK CAPOSIENO (292) JULY 2014 GAMES SUMMER PROGRAM MATERIALS & SERVICES	08/12 CK# 84828 01-20-575-119	\$352.00 352.00
JOSE CHAVEZ-JIMENEZ (322) 14 UNFRMS UNIFORMS 01-451-345	08/12 CK# 84829 01-30-630-345	\$105.55 105.55
CLARKE ENVIRONMENTAL (350) 6349589 MOSQUITO ABATEMENT 01-775-259	08/12 CK# 84830 01-35-760-259	\$3,169.55 3,169.55
COMCAST CABLE (365) PW JULY 14 EQUIPMENT MAINTENANCE 01-503-263 VH JULY 14 E.D.P. SOFTWARE 01-410-212	08/12 CK# 84831 01-35-715-263 01-10-460-212	\$214.70 94.85 119.85
COMM ON ACCREDITATION FOR (367) 16089 ACCREDITATION 01-451-202	08/12 CK# 84832 01-30-630-202	\$130.00 130.00
COMMONWEALTH EDISON (370) 1844110006AUG14 ENERGY - STREET LIGHT 01-530-207	08/12 CK# 84833 01-35-745-207	\$657.99 657.99
COMPASS PLUMBING LLC (2306) 7302 MAINTENANCE - BUILDING 01-405-228	08/12 CK# 84834 01-10-466-228	\$297.00 297.00
CONSTRUCTION CAD SOLUTIONS (1466) 6/26 PARK RENTL PARK PERMIT FEES 01-310-814	08/12 CK# 84835 01-310-814	\$100.00 100.00
DEBBIE PETITTI (1862) 2841400033572 RED LIGHT FINES 01-310-503	08/12 CK# 84836 01-310-503	\$100.00 100.00
LARY DENZ (2331) JULY 2014 GAMES SUMMER PROGRAM MATERIALS & SERVICES	08/12 CK# 84837 01-20-575-119	\$192.00 192.00
DUPAGE COUNTY E.T.S.B. 911 (513) ETS0301408JUL14 PHONE - TELEPHONES 01-451-201	08/12 CK# 84838 01-30-630-201	\$468.37 468.37
ECO CLEAN MAINTENANCE INC (2385) 4324/JULY 14 MAINTENANCE - BUILDING 01-405-228	08/12 CK# 84839 01-10-466-228	\$1,449.00 1,449.00
FALCO'S LANDSCAPING INC (581) 3148 #3 CONTRACTED MAINTENANCE 01-615-281 3148 #3 ROUTE 83 BEAUTIFICATION 01-540-281	08/12 CK# 84840 01-20-570-281 01-35-755-281	\$7,744.48 3,251.21 2,452.66

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
3149#3 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	2,040.61
FASTSIGNS (588)	08/12 CK# 84841	\$228.00
65-48071 PRINTING & PUBLISHING 01-601-302	01-20-550-302	228.00
FEDERAL EXPRESS CORP. (592)	08/12 CK# 84842	\$30.39
272566742 POSTAGE & METER RENT 01-15-510-311	01-15-510-311	30.39
THE FIELDS ON CATON FARM INC. (2569)	08/12 CK# 84843	\$750.00
2014-2 TREE MAINTENANCE 01-535-338	01-35-750-338	750.00
LYNN FREY (645)	08/12 CK# 84844	\$32.00
JULY 2014 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	32.00
W.W. GRAINGER (1999)	08/12 CK# 84845	\$289.63
9496186728 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	9.69
9499280817 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	39.33
9500091815 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	14.18
9502680128 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	11.65
9502680136 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	122.64
9504995268 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	92.14
DAVE HILBERT (781)	08/12 CK# 84846	\$128.00
JULY 2014 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	128.00
HINSDALE NURSERIES, INC. (793)	08/12 CK# 84847	\$1,188.00
1477415 TREE MAINTENANCE 01-535-338	01-35-750-338	888.00
1477415 REIMB. EXP. - OTHER 01-540-283	01-35-755-283	300.00
HOME DEPOT CREDIT SERVICES (808)	08/12 CK# 84848	\$248.08
1023511 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	120.02
3020352 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	78.63
4031821 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	49.43
ILL. MUNICIPAL LEAGUE (895)	08/12 CK# 84850	\$610.00
2014 TRLA/HANSN SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	610.00
INTERGOVERNMENTAL PERSONNEL (934)	08/12 CK# 84851	\$42,395.28
AUGUST 2014 EMP DED PAY-INS 01-210-204	01-210-204	10,779.62
AUGUST 2014 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	48.87
AUGUST 2014 LIFE INS BENEFIT -APPOINTED/ELECTED	01-07-435-148	29.10
AUGUST 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	597.30
AUGUST 2014 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	731.32
AUGUST 2014 PLAN COMMISSION COMPENSATION	01-15-510-340	58.21
AUGUST 2014 LIFE INS BENEFIT -APPOINTED/ELECTED	01-20-550-148	87.60
AUGUST 2014 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,475.24
AUGUST 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	25,511.19
AUGUST 2014 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	859.54
AUGUST 2014 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,217.29
IVAN CHAVEZ (1862)	08/12 CK# 84852	\$100.00
2841400024167 RED LIGHT FINES 01-310-503	01-310-503	100.00
JACK PHELAN CHEVROLET (1466)	08/12 CK# 84853	\$250.00
7/20/14 PICNIC SUMMER RECREATION FEES 01-310-815	01-310-815	250.00
JANET TAGUDAR (1466)	08/12 CK# 84854	\$200.00
PICNIC 8/2/14 SUMMER RECREATION FEES 01-310-815	01-310-815	200.00
JERRY FRIEDMAN (1862)	08/12 CK# 84855	\$75.00
WL75560P TRAFFIC FINES 01-310-502	01-310-502	75.00

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THEODORE KOLODZIEJ (1075)	08/12 CK# 84856	\$321.02
2014 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	321.02
MEL KREJCI (1081)	08/12 CK# 84857	\$150.00
JULY 2014 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	150.00
LOGSDON OFFICE SUPPLY (2452)	08/12 CK# 84859	\$129.16
916282-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	65.04
916282-001 OFFICE SUPPLIES 01-551-301	01-40-810-301	64.12
MARQUARDT PRINTING CO. (2543)	08/12 CK# 84860	\$359.00
25646 PRINTING & PUBLISHING 01-25-610-302	01-25-610-302	359.00
DON MARTINA (1216)	08/12 CK# 84861	\$288.00
JULY 2014 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	288.00
DAVE MATTHEWS (1214)	08/12 CK# 84862	\$128.00
2014 JULY GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	128.00
MELINA HIPSKIND (1466)	08/12 CK# 84863	\$250.00
7/26/14 PICNIC PARK PERMIT FEES 01-310-814	01-310-814	250.00
MARK DUNTEMANN (2506)	08/12 CK# 84864	\$2,499.00
2014-23 TREE MAINTENANCE 01-535-338	01-35-750-338	2,499.00
NICOR GAS (1370)	08/12 CK# 84865	\$146.36
JULY 14 825MW NICOR GAS (825)	01-10-466-237	23.23
JULY 2014 VH NICOR GAS (7760) 01-405-235	01-10-466-235	84.53
JULY 2014 PW NICOR GAS	01-35-725-415	38.60
NOVOTNY FRANK & ASSOC. INC. (1394)	08/12 CK# 84867	\$80.00
JULY 2014 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	80.00
PEPSI COLA GEN BOT (1479)	08/12 CK# 84869	\$122.38
28221313 COMMISSARY PROVISION 01-420-355	01-10-455-355	122.38
PETTY CASH C/O TIM HALIK (1492)	08/12 CK# 84870	\$78.66
8/06 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	28.66
8/06 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	50.00
THE PILATES BODY INC (2297)	08/12 CK# 84871	\$1,962.00
19553 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	540.00
19553 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	1,422.00
PUBLIC SAFETY DIRECT INC (2309)	08/12 CK# 84872	\$999.90
25626 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	195.00
25701 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	434.90
25838 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	275.00
26072 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
RAGS ELECTRIC, INC (1585)	08/12 CK# 84873	\$5,403.04
15082 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	135.00
15083 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	4,801.29
15084 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	355.00
15085 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	111.75
RAY O'HERRON CO., INC. (1594)	08/12 CK# 84874	\$308.96
1441313 UNIFORMS 01-451-345	01-30-630-345	-30.99
1441314 UNIFORMS 01-451-345	01-30-630-345	339.95
RED WING SHOE STORE (1605)	08/12 CK# 84875	\$259.99
187043327 EDP PERSONAL TRAINING 01-557-305	01-40-815-305	259.99

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ROBERT WHITE CONSTRUCTION (2579)	08/12 CK# 84876	\$23,655.00
1071 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	3,600.00
1072 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	2,960.00
1073 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	17,095.00
RICK ROCK (2544)	08/12 CK# 84877	\$160.00
JULY 14 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	160.00
ROLEWICK & GUTZKE P.C. (2608)	08/12 CK# 84878	\$1,021.00
JUNE 2014 FEES - SPECIAL ATTORNEY 01-425-241	01-10-470-241	1,021.00
SEASON COMFORT, CORP. (1687)	08/12 CK# 84879	\$616.56
204358 MAINTENANCE - PW BUILDING	01-35-725-418	429.06
204404 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	187.50
SHELL OIL COMPANY (1706)	08/12 CK# 84880	\$1,544.37
65199309407 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	905.29
65199309407 GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	499.95
CDTS65199309407 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	139.13
SHERRI SPERANDEO UHLEN (1466)	08/12 CK# 84881	\$200.00
8/3/14 PICNIC PARK PERMIT FEES 01-310-814	01-310-814	200.00
SIGNS NOW (1717)	08/12 CK# 84882	\$25.70
SN195-46851 OFFICE SUPPLIES 01-601-301	01-20-550-301	25.70
SIKICH LLP (1722)	08/12 CK# 84883	\$18,111.20
193419MAY/JUN14 FINANCIAL SERVICES 01-25-620-252	01-25-620-252	18,111.20
SPRINT (1357)	08/12 CK# 84884	\$75.98
952377363-042 PHONE - TELEPHONES 01-420-201	01-10-455-201	37.99
952377363-042 PHONE - TELEPHONES 01-451-201	01-30-630-201	37.99
STAPLES (1767)	08/12 CK# 84885	\$130.20
8030672255 OFFICE SUPPLIES 01-420-301	01-10-455-301	130.20
SUNSET SEWER & WATER (2276)	08/12 CK# 84886	\$6,830.40
2014-185 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	2,384.20
2014-200 SITE IMPROVEMENTS 01-535-289	01-35-750-289	4,446.20
TAMELING GRADING (1836)	08/12 CK# 84888	\$4,248.75
TG5/JUN 14 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,080.00
TG5/JUN 14 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	3,168.75
TAMELING INDUSTRIES (1844)	08/12 CK# 84889	\$519.80
96169 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	65.50
96169 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	396.73
96337 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	32.57
96337 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	25.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	08/12 CK# 84891	\$587.00
14-2548 ELEVATOR INSPECTION 01-565-117	01-40-830-117	387.00
14-2761 ELEVATOR INSPECTION 01-565-117	01-40-830-117	200.00
TOM & JERRY'S SHELL SERVICES (1883)	08/12 CK# 84893	\$2,144.72
29916 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	25.00
50059 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	270.74
50063 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
50103 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	101.79
50122 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	588.89
50126 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	471.63
50136 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45

## VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TOM & JERRY'S SHELL SERVICES (1883) CONTINUED ...		
50157 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
50173 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	513.57
50186 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
50206 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
50207 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
TRAFFIC CONTROL & PROTECTIONS (2337)	08/12 CK# 84894	\$1,068.10
80689 ROAD SIGNS 01-540-333	01-35-755-333	530.35
80717 ROAD SIGNS 01-540-333	01-35-755-333	537.75
TREASURER STATE OF ILLINOIS (874)	08/12 CK# 84895	\$1,524.75
41770/APR-JUN14 MAINT TRAFFIC SIGNALS 01-530-224	01-35-745-224	1,524.75
TREE TOWNS (1894)	08/12 CK# 84896	\$268.00
208042 PRINTING & PUBLISH 01-420-302	01-10-455-302	268.00
TREK BICYCLE STORE OF DOWNERS GROVE (2288)	08/12 CK# 84897	\$233.42
62414104843 OPERATING EQUIPMENT 01-451-401	01-30-630-401	170.70
62414105459 OPERATING EQUIPMENT 01-451-401	01-30-630-401	62.72
TRUGREEN (2542)	08/12 CK# 84898	\$55.00
22377685 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	55.00
TUSHAR GOPANT (1466)	08/12 CK# 84899	\$250.00
WILLOW PD 7/26 PARK PERMIT FEES 01-310-814	01-310-814	250.00
UNIFIRST (1926)	08/12 CK# 84901	\$52.05
0610846316 MAINTENANCE - PW BUILDING	01-35-725-418	52.05
KRISTIN VIOLANTE (2399)	08/12 CK# 84904	\$372.00
SUPPLIES FAMILY SPECIAL EVENT-BACK TO SCHOOL	01-20-585-153	372.00
WAREHOUSE DIRECT (2002)	08/12 CK# 84905	\$286.72
2393444-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	36.24
2394379-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	27.32
2394419-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	53.52
2396275-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	107.04
2396278-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	62.60
WESTOWN AUTO SUPPLY COMPANY (2026)	08/12 CK# 84906	\$42.17
58471 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	6.17
58923 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	36.00
WLBK BURR RIDGE CHAMBER OF COM (2053)	08/12 CK# 84908	\$460.00
9/11/14 OUTING SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	460.00
TOTAL GENERAL CORPORATE FUND		\$146,306.56

VILLAGE OF WILLOWBROOK

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AT & T MOBILITY (64)	08/12 CK# 84823	\$71.94
826930710JUL14 PHONE - TELEPHONES 02-401-201	02-50-401-201	71.94
COMMONWEALTH EDISON (370)	08/12 CK# 84833	\$133.86
5071072051AUG14 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	133.86
INTERGOVERNMENTAL PERSONNEL (934)	08/12 CK# 84851	\$913.92
AUGUST 2014 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	913.92
LA FASTENERS INC (2613)	08/12 CK# 84858	\$29.59
1-43278 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	29.59
PDC LABORATORIES INC (1477)	08/12 CK# 84868	\$75.00
774544 SAMPLING ANALYSIS 02-420-362	02-50-420-362	75.00
SUNSET SEWER & WATER (2276)	08/12 CK# 84886	\$1,710.45
2014-194 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,219.65
2014-196 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	490.80
SZLEMBARSKI ELZBIETA (2009)	08/12 CK# 84887	\$5,862.07
WR 08/01/14 OVER PAYMENT SENT TO CUSTOMER-DM SZLEMBARSKI, ELZBIETA UT# 111570.000	02-280-133	5,862.07
TAMELING GRADING (1836)	08/12 CK# 84888	\$1,073.00
TG5/JUN 14 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,073.00
TIFCO INDUSTRIES (2610)	08/12 CK# 84892	\$801.44
70967939 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	801.44
UNDERGROUND PIPE & VALVE, CO. (1923)	08/12 CK# 84900	\$144.00
2333A MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	144.00
VERIZON WIRELESS (1972)	08/12 CK# 84902	\$25.07
9728908255 PHONE - TELEPHONES 02-401-201	02-50-401-201	25.07
VICTOR COPELAND (1292)	08/12 CK# 84903	\$133.43
SPRNKLR DAMAGE WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	133.43
TOTAL WATER FUND		\$10,973.77

VILLAGE OF WILLOWBROOK

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T I F SPECIAL REVENUE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SIKICH LLP (1722)	08/12 CK# 84883	\$468.00
193419MAY/JUN14 AUDIT FEES 05-401-245	05-59-401-245	468.00
TOTAL T I F SPECIAL REVENUE FUND		\$468.00

VILLAGE OF WILLOWBROOK

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POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NORTHERN ILL UNIVERSITY (1388)	08/12 CK# 84866	\$915.00
14 CONF MEETINGS, TRAVEL, CONFERENCES 07-401-304	07-62-401-304	915.00
TEPFER CONSULTING GROUP LTD. (1856)	08/12 CK# 84890	\$2,200.00
15877 ACTUARY SERVICES 07-401-252	07-62-401-252	2,200.00
TOTAL POLICE PENSION FUND		\$3,115.00

VILLAGE OF WILLOWBROOK

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CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THE BANK OF NEW YORK MELLON (2174)	08/12 CK# 84825	\$802.50
252-1803177 BOND ISSUANCE COSTS	10-68-545-414	802.50
TOTAL CAPITAL PROJECT FUND		\$802.50

VILLAGE OF WILLOWBROOK

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BILLS PAID REPORT FOR AUGUST, 2014

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LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
HUSAR ABATEMENT LTD (2622)	08/12 CK# 84849	\$2,400.00
0061 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	2,400.00
WILLIAMS ARCHITECTS (2051)	08/12 CK# 84907	\$30,305.13
15909 FACILITIES	14-75-930-415	30,305.13
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$32,705.13

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR AUGUST, 2014

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SUMMARY ALL FUNDS

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BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	146,306.56	*
02-110-105	WATER FUND-CHECKING 0010330283	10,973.77	*
05-110-105	T I F SPECIAL REVENUE FUND-CHECKING 0010330283	468.00	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	3,115.00	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	802.50	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	32,705.13	*
TOTAL ALL FUNDS		194,370.96	**

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

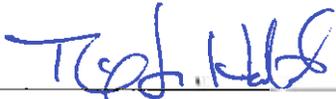
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SUMMARY OF FUNDS AS OF JULY 31, 2014

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FUND DESCRIPTION	DETAIL	BALANCE
<b>GENERAL CORPORATE FUND</b>		<b>\$4,117,453.01</b>
MONEY MARKET	\$3,255,202.85	
MARKET VALUE	199,187.48	
PETTY CASH	950.00	
SAVINGS	662,112.68	
TOTAL	\$4,117,453.01	
<b>WATER FUND</b>		<b>\$439,786.76</b>
MONEY MARKET	\$439,786.76	
<b>HOTEL/MOTEL TAX FUND</b>		<b>\$4,219.60</b>
MONEY MARKET	\$4,219.60	
<b>MOTOR FUEL TAX FUND</b>		<b>\$433,808.94</b>
MONEY MARKET	\$433,808.94	
<b>T I F SPECIAL REVENUE FUND</b>		<b>\$408,696.39</b>
MONEY MARKET	\$408,696.39	
<b>SSA ONE BOND &amp; INTEREST FUND</b>		<b>\$63,570.23</b>
MONEY MARKET	\$63,570.23	
<b>POLICE PENSION FUND</b>		<b>\$18,636,645.65</b>
AGENCY CERTIFICATES	\$3,024,702.03	
CORPORATE BONDS	3,006,604.05	
EQUITIES	2,518,792.12	
MUNICIPAL BONDS	890,232.60	
MUTUAL FUNDS	6,346,923.97	
MONEY MARKET	322,724.28	
MARKET VALUE	2,333,596.06	
TREASURY NOTES	193,070.54	
TOTAL	\$18,636,645.65	
<b>SSA ONE PROJECT FUND</b>		<b>\$44.82</b>
MONEY MARKET	\$44.82	
<b>WATER CAPITAL IMPROVEMENTS FUND</b>		<b>\$617,771.00</b>
MONEY MARKET	\$617,771.00	
<b>CAPITAL PROJECT FUND</b>		<b>\$101,283.58</b>
MONEY MARKET	\$101,283.58	
<b>2008 BOND FUND</b>		<b>\$130.87</b>
MONEY MARKET	\$130.87	
<b>LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND</b>		<b>\$1,026,638.71</b>
MONEY MARKET	\$1,026,638.71	
<b>TOTAL MONIES</b>		<b>\$25,850,049.56</b>

RESPECTFULLY SUBMITTED THIS 31ST DAY OF JULY, 2014



TIM HALIK, VILLAGE ADMINISTRATOR

FRANK A. TRILLA, MAYOR

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

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DETAILED SUMMARY OF FUNDS AS OF JULY 31, 2014

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FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$4,186,991.24
AS PER SUMMARY, JULY, 2014	\$4,117,453.01	
DUE TO/FROM WATER FUND	74,776.23	
DUE TO/FROM HOTEL/MOTEL TAX FUND	-5,238.00	
	\$4,186,991.24	
WATER FUND		\$365,010.53
AS PER SUMMARY, JULY, 2014	\$439,786.76	
DUE TO/FROM GENERAL FUND	-74,776.23	
	\$365,010.53	
HOTEL/MOTEL TAX FUND		\$9,457.60
AS PER SUMMARY, JULY, 2014	\$4,219.60	
DUE TO/FROM GENERAL FUND	5,238.00	
	\$9,457.60	
MOTOR FUEL TAX FUND		\$433,808.94
AS PER SUMMARY, JULY, 2014	\$433,808.94	
T I F SPECIAL REVENUE FUND		\$408,696.39
AS PER SUMMARY, JULY, 2014	\$408,696.39	
SSA ONE BOND & INTEREST FUND		\$63,570.23
AS PER SUMMARY, JULY, 2014	\$63,570.23	
POLICE PENSION FUND		\$18,636,645.65
AS PER SUMMARY, JULY, 2014	\$18,636,645.65	
SSA ONE PROJECT FUND		\$44.82
AS PER SUMMARY, JULY, 2014	\$44.82	
WATER CAPITAL IMPROVEMENTS FUND		\$617,771.00
AS PER SUMMARY, JULY, 2014	\$617,771.00	
CAPITAL PROJECT FUND		\$101,283.58
AS PER SUMMARY, JULY, 2014	\$101,283.58	
2008 BOND FUND		\$130.87
AS PER SUMMARY, JULY, 2014	\$130.87	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$1,026,638.71
AS PER SUMMARY, JULY, 2014	\$1,026,638.71	
TOTAL MONIES		\$25,850,049.56

\$84,032.87 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
<b>GENERAL CORPORATE FUND</b>								
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	12,631.48	MM	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,448.27	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	77,721.88	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,980,127.34	MM	N/A
01-120-154		IMET	POOLED INVEST		0.06%	713,925.58	MM	N/A
01-120-155		IMET	20321-101		0.33%	170,348.30	MM	N/A
			TOTAL MONEY MARKET			\$3,255,202.85		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			199,187.48	MV	N/A
			TOTAL MARKET VALUE			\$199,187.48		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
			TOTAL PETTY CASH			\$950.00		
01-110-332		COMMUNITY BANK OF WB	SAVINGS			15,770.67	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	1,330.00	SV	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			641,812.01	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			3,200.00	SV	N/A
			TOTAL SAVINGS			\$662,112.68		
			TOTAL GENERAL CORPORATE FUND			\$4,117,453.01		
			AVERAGE ANNUAL YIELD			0.06%		
<b>WATER FUND</b>								
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	435,867.62	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.14	MM	N/A
			TOTAL MONEY MARKET			\$439,786.76		
			TOTAL WATER FUND			\$439,786.76		
			AVERAGE ANNUAL YIELD			0.25%		
<b>HOTEL/MOTEL TAX FUND</b>								
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	4,219.60	MM	N/A
			TOTAL MONEY MARKET			\$4,219.60		
			TOTAL HOTEL/MOTEL TAX FUND			\$4,219.60		
			AVERAGE ANNUAL YIELD			0.01%		
<b>MOTOR FUEL TAX FUND</b>								
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	433,808.94	MM	N/A
			TOTAL MONEY MARKET			\$433,808.94		
			TOTAL MOTOR FUEL TAX FUND			\$433,808.94		
			AVERAGE ANNUAL YIELD			0.01%		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
<b>T I F SPECIAL REVENUE FUND</b>								
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	408,696.39	MM	N/A
			TOTAL MONEY MARKET			\$408,696.39		
			TOTAL T I F SPECIAL REVENUE FUND			\$408,696.39		
			AVERAGE ANNUAL YIELD		0.01%			
<b>SSA ONE BOND &amp; INTEREST FUND</b>								
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	63,570.23	MM	N/A
			TOTAL MONEY MARKET			\$63,570.23		
			TOTAL SSA ONE BOND & INTEREST FUND			\$63,570.23		
			AVERAGE ANNUAL YIELD		0.01%			
<b>POLICE PENSION FUND</b>								
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
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
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	709.90	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
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
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
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	9,961.40	AC	12/18/2018
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	16,709.04	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	103,813.75	AC	12/16/2019
07-120-318		MBFINANCIAL BANK	FHLB		4.63%	170,937.00	AC	09/11/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-322		MBFINANCIAL BANK	FFCB		5.13%	114,603.00	AC	11/28/2022
07-120-308		MBFINANCIAL BANK	FHLB		5.25%	128,059.80	AC	12/09/2022
07-120-314		MBFINANCIAL BANK	FHLB		5.25%	58,896.00	AC	12/09/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	245.79	AC	07/20/2024
07-120-401		MBFINANCIAL BANK	FHLB		4.10%	280,579.20	AC	08/15/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	8,874.70	AC	08/20/2028
			TOTAL AGENCY CERTIFICATES			\$3,024,702.03		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,006,604.05	CB	N/A
			TOTAL CORPORATE BONDS			\$3,006,604.05		
07-120-289		MBFINANCIAL BANK	EQUITIES			2,518,792.12	EQ	N/A
			TOTAL EQUITIES			\$2,518,792.12		
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-350		MBFINANCIAL BANK	LAKE & MCHENRY		5.25%	112,743.00	MB	01/01/2018
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
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-399		MBFINANCIAL BANK	MUNI BONDS		4.25%	54,750.00	MB	10/01/2020
07-120-398		MBFINANCIAL BANK	MINI BOND		4.57%	56,133.50	MB	11/15/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPL		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
			TOTAL MUNICIPAL BONDS			\$890,232.60		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			6,346,923.97	MF	N/A
			TOTAL MUTUAL FUNDS			\$6,346,923.97		
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	58,159.92	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	264,564.36	MM	N/A
			TOTAL MONEY MARKET			\$322,724.28		
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,333,596.06	MV	N/A
			TOTAL MARKET VALUE			\$2,333,596.06		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
			TOTAL TREASURY NOTES			\$193,070.54		
			TOTAL POLICE PENSION FUND			\$18,636,645.65		
			AVERAGE ANNUAL YIELD			4.40%		
<b>SSA ONE PROJECT FUND</b>								
08-110-323		IMET	MONEY MARKET		0.33%	44.82	MM	N/A
			TOTAL MONEY MARKET			\$44.82		
			TOTAL SSA ONE PROJECT FUND			\$44.82		
			AVERAGE ANNUAL YIELD			0.33%		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY FUND AND MATURITY DATE AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
<b>WATER CAPITAL IMPROVEMENTS FUND</b>								
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	617,771.00	MM	N/A
			TOTAL MONEY MARKET			\$617,771.00		
		TOTAL WATER CAPITAL IMPROVEMENTS FUND					\$617,771.00	
			AVERAGE ANNUAL YIELD			0.03%		
<b>CAPITAL PROJECT FUND</b>								
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	101,244.78	MM	N/A
10-110-325		IMET	MONEY MARKET		0.33%	38.80	MM	N/A
			TOTAL MONEY MARKET			\$101,283.58		
		TOTAL CAPITAL PROJECT FUND					\$101,283.58	
			AVERAGE ANNUAL YIELD			0.01%		
<b>2008 BOND FUND</b>								
11-120-155		IMET	MONEY MARKET		0.06%	82.78	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	48.09	MM	N/A
			TOTAL MONEY MARKET			\$130.87		
		TOTAL 2008 BOND FUND					\$130.87	
			AVERAGE ANNUAL YIELD			0.16%		
<b>LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND</b>								
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,026,638.71	MM	N/A
			TOTAL MONEY MARKET			\$1,026,638.71		
		TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND					\$1,026,638.71	
			AVERAGE ANNUAL YIELD			0.01%		
GRAND TOTAL INVESTED						\$25,850,049.56		
<b>INVESTMENT TYPES</b>								
AC	AGENCY CERTIFICATES		MF	MUTUAL FUNDS				
CB	CORPORATE BONDS		MM	MONEY MARKET				
CD	CERTIFICATE OF DEPOSIT		MV	MARKET VALUE				
CK	CHECKING		PC	PETTY CASH				
EQ	EQUITIES		SV	SAVINGS				
MB	MUNICIPAL BONDS		TN	TREASURY NOTES				

VILLAGE OF WILLOWBROOK  
INVESTMENTS BY FUND (SUMMARY) JULY 31, 2014

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FUND	INVESTMENTS
GENERAL CORPORATE FUND	4,117,453.01
WATER FUND	439,786.76
HOTEL/MOTEL TAX FUND	4,219.60
MOTOR FUEL TAX FUND	433,808.94
T I F SPECIAL REVENUE FUND	408,696.39
SSA ONE BOND & INTEREST FUND	63,570.23
POLICE PENSION FUND	18,636,645.65
SSA ONE PROJECT FUND	44.82
WATER CAPITAL IMPROVEMENTS FUND	617,771.00
CAPITAL PROJECT FUND	101,283.58
2008 BOND FUND	130.87
LAND FUND	1,026,638.71
TOTAL INVESTED (ALL FUNDS):	\$25,850,049.56

VILLAGE OF WILLOWBROOK  
INVESTMENTS BY TYPE (SUMMARY) JULY 31, 2014

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TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	3,024,702.03	4.84 %		3,024,702.03
CORPORATE BONDS			3,006,604.05	3,006,604.05
EQUITIES			2,518,792.12	2,518,792.12
MUNICIPAL BONDS	890,232.60	4.93 %		890,232.60
MUTUAL FUNDS			6,346,923.97	6,346,923.97
MONEY MARKET	6,673,878.03	0.06 %		6,673,878.03
MARKET VALUE			2,532,783.54	2,532,783.54
PETTY CASH			950.00	950.00
SAVINGS	1,330.00	0.25 %	660,782.68	662,112.68
TREASURY NOTES	193,070.54	2.04 %		193,070.54
 TOTAL ALL FUNDS	 \$10,783,213.20		 \$15,066,836.36	 \$25,850,049.56

VILLAGE OF WILLOWBROOK

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INVESTMENT SUMMARY BY INSTITUTION AS OF JULY 31, 2014

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INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	1,485,581.93	58,159.92	1,543,741.85
ILLINOIS FUNDS	4,639,996.13		4,639,996.13
IMET	884,488.37		884,488.37
IMET MARKET VALUE CONTRA	199,187.48	2,333,596.06	2,532,783.54
MBFINANCIAL BANK		16,244,889.67	16,244,889.67
U.S. BANK	3,200.00		3,200.00
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$7,213,403.91	\$18,636,645.65	\$25,850,049.56

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY INSTITUTION AS OF JULY 31, 2014

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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		0.15%	300,448.27	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	12,631.48	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	77,721.88	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	435,867.62	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	58,159.92	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			641,812.01	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			15,770.67	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	1,330.00	SV	N/A
		TOTAL INVESTED				\$1,543,741.85		
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,980,127.34	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.14	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	4,219.60	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	433,808.94	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	408,696.39	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	63,570.23	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	617,771.00	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	101,244.78	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,026,638.71	MM	N/A
		TOTAL INVESTED				\$4,639,996.13		
01-120-154		IMET	POOLED INVEST		0.06%	713,925.58	MM	N/A
01-120-155		IMET	20321-101		0.33%	170,348.30	MM	N/A
08-110-323		IMET	MONEY MARKET		0.33%	44.82	MM	N/A
10-110-325		IMET	MONEY MARKET		0.33%	38.80	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	48.09	MM	N/A
11-120-155		IMET	MONEY MARKET		0.06%	82.78	MM	N/A
		TOTAL INVESTED				\$884,488.37		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			199,187.48	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,333,596.06	MV	N/A
		TOTAL INVESTED				\$2,532,783.54		
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,006,604.05	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			2,518,792.12	EQ	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			6,346,923.97	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	264,564.36	MM	N/A
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
07-120-392		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	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	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	TN	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%	709.90	AC	02/01/2016

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY INSTITUTION AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
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
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-350		MBFINANCIAL BANK	LAKE & MCHENRY		5.25%	112,743.00	MB	01/01/2018
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
07-120-426		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%	9,961.40	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	16,709.04	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	103,813.75	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-318		MBFINANCIAL BANK	FHLB		4.63%	170,937.00	AC	09/11/2020
07-120-399		MBFINANCIAL BANK	MUNI BONDS		4.25%	54,750.00	MB	10/01/2020
07-120-398		MBFINANCIAL BANK	MINI BOND		4.57%	56,133.50	MB	11/15/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-322		MBFINANCIAL BANK	FFCB		5.13%	114,603.00	AC	11/28/2022
07-120-308		MBFINANCIAL BANK	FHLB		5.25%	128,059.80	AC	12/09/2022
07-120-314		MBFINANCIAL BANK	FHLB		5.25%	58,896.00	AC	12/09/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	245.79	AC	07/20/2024
07-120-401		MBFINANCIAL BANK	FHLB		4.10%	280,579.20	AC	08/15/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPT		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	8,874.70	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$16,244,889.67		
01-110-335		U.S. BANK	LOCKBOX			3,200.00	SV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$25,850,049.56		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY TYPE AND MATURITY DATE AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
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
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	709.90	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
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
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
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	9,961.40	AC	12/18/2018
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	16,709.04	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	103,813.75	AC	12/16/2019
07-120-318		MBFINANCIAL BANK	FHLB		4.63%	170,937.00	AC	09/11/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-322		MBFINANCIAL BANK	FFCB		5.13%	114,603.00	AC	11/28/2022
07-120-308		MBFINANCIAL BANK	FHLB		5.25%	128,059.80	AC	12/09/2022
07-120-314		MBFINANCIAL BANK	FHLB		5.25%	58,896.00	AC	12/09/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	245.79	AC	07/20/2024
07-120-401		MBFINANCIAL BANK	FHLB		4.10%	280,579.20	AC	08/15/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	8,874.70	AC	08/20/2028
		TOTAL INVESTED				\$3,024,702.03		
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,006,604.05	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			2,518,792.12	EQ	N/A
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-350		MBFINANCIAL BANK	LAKE & MCHENRY		5.25%	112,743.00	MB	01/01/2018
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
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-399		MBFINANCIAL BANK	MUNI BONDS		4.25%	54,750.00	MB	10/01/2020
07-120-398		MBFINANCIAL BANK	MINI BOND		4.57%	56,133.50	MB	11/15/2020

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY TYPE AND MATURITY DATE AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$890,232.60		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			6,346,923.97	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,448.27	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	12,631.48	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	77,721.88	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	435,867.62	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	58,159.92	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,980,127.34	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.14	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	4,219.60	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	433,808.94	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	408,696.39	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	63,570.23	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	617,771.00	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	101,244.78	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,026,638.71	MM	N/A
01-120-154		IMET	POOLED INVEST		0.06%	713,925.58	MM	N/A
01-120-155		IMET	20321-101		0.33%	170,348.30	MM	N/A
08-110-323		IMET	MONEY MARKET		0.33%	44.82	MM	N/A
10-110-325		IMET	MONEY MARKET		0.33%	38.80	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	48.09	MM	N/A
11-120-155		IMET	MONEY MARKET		0.06%	82.78	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	264,564.36	MM	N/A
		TOTAL INVESTED				\$6,673,878.03		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			199,187.48	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,333,596.06	MV	N/A
		TOTAL INVESTED				\$2,532,783.54		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			641,812.01	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			15,770.67	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	1,330.00	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			3,200.00	SV	N/A
		TOTAL INVESTED				\$662,112.68		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
		TOTAL INVESTED				\$193,070.54		
		GRAND TOTAL INVESTED				\$25,850,049.56		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,006,604.05	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			2,518,792.12	EQ	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			6,346,923.97	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,448.27	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	12,631.48	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	77,721.88	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	435,867.62	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	58,159.92	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,980,127.34	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.14	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	4,219.60	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	433,808.94	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	408,696.39	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	63,570.23	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	617,771.00	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	101,244.78	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,026,638.71	MM	N/A
01-120-154		IMET	POOLED INVEST		0.06%	713,925.58	MM	N/A
01-120-155		IMET	20321-101		0.33%	170,348.30	MM	N/A
08-110-323		IMET	MONEY MARKET		0.33%	44.82	MM	N/A
10-110-325		IMET	MONEY MARKET		0.33%	38.80	MM	N/A
11-110-323		IMET	MONEY MARKET		0.33%	48.09	MM	N/A
11-120-155		IMET	MONEY MARKET		0.06%	82.78	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	264,564.36	MM	N/A
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			199,187.48	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,333,596.06	MV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			641,812.01	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			15,770.67	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	1,330.00	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			3,200.00	SV	N/A
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
07-120-392		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	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	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	TN	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%	709.90	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
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF JULY 31, 2014

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-350		MBFINANCIAL BANK	LAKE & MCHENRY		5.25%	112,743.00	MB	01/01/2018
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
07-120-426		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%	9,961.40	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	16,709.04	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRT)		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	103,813.75	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-318		MBFINANCIAL BANK	FHLB		4.63%	170,937.00	AC	09/11/2020
07-120-399		MBFINANCIAL BANK	MUNI BONDS		4.25%	54,750.00	MB	10/01/2020
07-120-398		MBFINANCIAL BANK	MINI BOND		4.57%	56,133.50	MB	11/15/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-322		MBFINANCIAL BANK	FFCB		5.13%	114,603.00	AC	11/28/2022
07-120-308		MBFINANCIAL BANK	FHLB		5.25%	128,059.80	AC	12/09/2022
07-120-314		MBFINANCIAL BANK	FHLB		5.25%	58,896.00	AC	12/09/2022
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	245.79	AC	07/20/2024
07-120-401		MBFINANCIAL BANK	FHLB		4.10%	280,579.20	AC	08/15/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	8,874.70	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$25,850,049.56		
		GRAND TOTAL INVESTED				\$25,850,049.56		

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR JULY, 2014

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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	3,949.89	88,073.01	166,135.00	53.01	78,061.99
01-1110	Other Taxes	568,342.16	1,550,470.74	6,061,113.00	25.58	4,510,642.26
01-1120	Licenses	100.00	2,545.00	136,750.00	1.86	134,205.00
01-1130	Permits	15,008.48	35,983.36	180,400.00	19.95	144,416.64
01-1140	Fines	84,072.42	224,138.37	685,000.00	32.72	460,861.63
01-1150	Transfers-Other Funds	36,146.08	108,438.24	433,753.00	25.00	325,314.76
01-1160	Charges & Fees	2,974.10	93,416.47	36,250.00	257.70	-57,166.47
01-1170	Park & Recreation Revenue	2,385.36	14,464.36	66,422.00	21.78	51,957.64
01-1180	Other Revenue	63,127.13	97,671.91	330,850.00	29.52	233,178.09
**TOTAL	Operating Revenue	776,105.62	2,215,201.46	8,096,673.00	27.36	5,881,471.54
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	1,216.38	1,216.38	750.00	162.18	-466.38
**TOTAL	Non-Operating Revenue	1,216.38	1,216.38	750.00	162.18	-466.38
***TOTAL	GENERAL CORPORATE FUND	777,322.00	2,216,417.84	8,097,423.00	27.37	5,881,005.16

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR JULY, 2014

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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	211,869.05	687,673.89	3,490,247.00	19.70	2,802,573.11
**TOTAL	Operating Revenue	211,869.05	687,673.89	3,490,247.00	19.70	2,802,573.11
<u>Non-Operating Revenue</u>						
02-3100	Other Income	143.90	143.90	750.00	19.19	606.10
02-3200	Charges & Fees	0.00	0.00	3,000.00	0.00	3,000.00
**TOTAL	Non-Operating Revenue	143.90	143.90	3,750.00	3.84	3,606.10
***TOTAL	WATER FUND	212,012.95	687,817.79	3,493,997.00	19.69	2,806,179.21
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	5,195.73	13,393.86	60,027.00	22.31	46,633.14
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	5,195.73	13,393.86	60,027.00	22.31	46,633.14
<u>Non-Operating Revenue</u>						
03-3100	Other Income	0.14	0.14	0.00	0.00	-0.14
**TOTAL	Non-Operating Revenue	0.14	0.14	0.00	0.00	-0.14
<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	5,195.87	13,394.00	60,027.00	22.31	46,633.00
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	16,623.29	93,413.53	241,766.00	38.64	148,352.47
**TOTAL	Operating Revenue	16,623.29	93,413.53	241,766.00	38.64	148,352.47
<u>Non-Operating Revenue</u>						
04-3100	Other Income	8.45	8.45	50.00	16.90	41.55
**TOTAL	Non-Operating Revenue	8.45	8.45	50.00	16.90	41.55
***TOTAL	MOTOR FUEL TAX FUND	16,631.74	93,421.98	241,816.00	38.63	148,394.02

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR JULY, 2014

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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	0.00	405,224.71	800,000.00	50.65	394,775.29
**TOTAL	Operating Revenue	0.00	405,224.71	800,000.00	50.65	394,775.29
<u>Non-Operating Revenue</u>						
05-3100	Other Income	5.57	5.57	50.00	11.14	44.43
**TOTAL	Non-Operating Revenue	5.57	5.57	50.00	11.14	44.43
***TOTAL	T I F SPECIAL REVENUE FUND	5.57	405,230.28	800,050.00	50.65	394,819.72
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	160,430.75	319,440.00	50.22	159,009.25
**TOTAL	Operating Revenue	0.00	160,430.75	319,440.00	50.22	159,009.25
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	0.43	0.43	10.00	4.30	9.57
**TOTAL	Non-Operating Revenue	0.43	0.43	10.00	4.30	9.57
***TOTAL	SSA ONE BOND FUND	0.43	160,431.18	319,450.00	50.22	159,018.82
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	39,993.46	139,977.11	519,915.00	26.92	379,937.89
07-1180	Other Revenue	15,200.17	54,328.78	199,762.00	27.20	145,433.22
**TOTAL	Operating Revenue	55,193.63	194,305.89	719,677.00	27.00	525,371.11
<u>Non-Operating Revenue</u>						
07-3100	Other Income	558,638.04	558,638.04	500,000.00	111.73	-58,638.04
**TOTAL	Non-Operating Revenue	558,638.04	558,638.04	500,000.00	111.73	-58,638.04
***TOTAL	POLICE PENSION FUND	613,831.67	752,943.93	1,219,677.00	61.73	466,733.07
<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: 25  
 RUN: 08/06/14 12:52PM

REVENUE REPORT FOR JULY, 2014

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	0.00	0.00	0.00	0.00	0.00
**TOTAL	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
***TOTAL	SSA ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00
<u>WATER CAPITAL IMPROVEMENTS FUND</u>						
<u>Operating Revenue</u>						
09-1000	Operating Revenue	0.00	0.00	70,000.00	0.00	70,000.00
**TOTAL	Operating Revenue	0.00	0.00	70,000.00	0.00	70,000.00
<u>Non-Operating Revenue</u>						
09-3000	Non-Operating Revenue	13.70	13.70	100.00	13.70	86.30
**TOTAL	Non-Operating Revenue	13.70	13.70	100.00	13.70	86.30
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	13.70	13.70	70,100.00	0.02	70,086.30
<u>CAPITAL PROJECT FUND</u>						
<u>UNKNOWN SUBJECT # 0000</u>						
10- 0	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
**TOTAL	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
<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	2.96	2.96	10.00	29.60	7.04
**TOTAL	Non-Operating Revenue	2.96	2.96	10.00	29.60	7.04
***TOTAL	CAPITAL PROJECT FUND	2.96	2.96	10.00	29.60	7.04
<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

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 25  
 RUN: 08/06/14 12:52PM

REVENUE REPORT FOR JULY, 2014

PAGE: 5

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
11-3000	Non-Operating Revenue	0.09	33,478.22	156,956.00	21.33	123,477.78
**TOTAL	Non-Operating Revenue	0.09	33,478.22	156,956.00	21.33	123,477.78
***TOTAL	2008 BOND FUND	0.09	33,478.22	156,956.00	21.33	123,477.78
<u>LAND - FACILITY EXPANSION &amp; RENOVATION F</u>						
<u>Non-Operating Revenue</u>						
14-3000	Non-Operating Revenue	25.32	1,890.76	700,250.00	0.27	698,359.24
**TOTAL	Non-Operating Revenue	25.32	1,890.76	700,250.00	0.27	698,359.24
***TOTAL	LAND - FACILITY EXPANSION & RENOVATI	25.32	1,890.76	700,250.00	0.27	698,359.24
<u>FUND SUMMARY</u>						
1	GENERAL CORPORATE	777,322.00	2,216,417.84	8,097,423.00	27.37	5,881,005.16
2	WATER	212,012.95	687,817.79	3,493,997.00	19.69	2,806,179.21
3	HOTEL/MOTEL TAX	5,195.87	13,394.00	60,027.00	22.31	46,633.00
4	MOTOR FUEL TAX	16,631.74	93,421.98	241,816.00	38.63	148,394.02
5	T I F SPECIAL REVENUE	5.57	405,230.28	800,050.00	50.65	394,819.72
6	SSA ONE BOND & INTEREST	0.43	160,431.18	319,450.00	50.22	159,018.82
7	POLICE PENSION	613,831.67	752,943.93	1,219,677.00	61.73	466,733.07
9	WATER CAPITAL IMPROVEMENTS	13.70	13.70	70,100.00	0.02	70,086.30
10	CAPITAL PROJECT	2.96	2.96	10.00	29.60	7.04
11	2008 BOND	0.09	33,478.22	156,956.00	21.33	123,477.78
14	LAND ACQUISITION, FACILITY EXPANSION	25.32	1,890.76	700,250.00	0.27	698,359.24
	TOTALS ALL FUNDS	1,625,042.30	4,365,042.64	15,159,756.00	28.79	10,794,713.36

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD &amp; CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	3,545.96	14,308.71	23.47	60,977.30	46,668.59	11.73	121,954.60
01-05-420-3	COMMUNITY RELATIONS	0.00	0.00	0.00	500.00	500.00	0.00	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	3,545.96	14,308.71	23.27	61,477.30	47,168.59	11.64	122,954.60
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	47.88	361.86	2.79	12,950.00	12,588.14	1.40	25,900.00
01-07-440-5	OTHER	160.00	680.00	7.33	9,000.00	8,340.00	3.67	18,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	207.88	1,021.86	4.66	21,950.00	20,928.14	2.33	43,900.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	25,210.89	121,274.22	16.50	735,209.89	613,935.67	8.25	1,470,419.78
01-10-460-3	DATA PROCESSING	119.85	790.30	9.52	8,300.00	7,509.70	4.76	16,600.00
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	5,613.96	10,773.94	12.13	88,823.00	78,049.06	6.06	177,646.00
01-10-470-2	LEGAL SERVICES	3,809.85	14,336.87	13.03	110,000.00	95,663.13	6.52	220,000.00
01-10-471-2	FINANCIAL AUDIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-475-3	COMMUNITY RELATIONS	250.00	894.90	9.71	9,213.00	8,318.10	4.86	18,426.00
01-10-480-2	RISK MANAGEMENT	335.50	982.41	0.41	240,665.00	239,682.59	0.20	481,330.00
01-10-485-6	CAPITAL IMPROVEMENTS	0.00	661.83	2.00	33,162.00	32,500.17	1.00	66,324.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	35,340.05	149,714.47	12.22	1,225,372.89	1,075,658.42	6.11	2,450,745.78
<u>PLANNING &amp; ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	4,609.25	12,628.32	16.10	78,441.79	65,813.47	8.05	156,883.58
01-15-515-4	DATA PROCESSING	0.00	0.00	0.00	2,000.00	2,000.00	0.00	4,000.00
01-15-520-2	ENGINEERING	9,070.75	14,499.28	15.95	90,900.00	76,400.72	7.98	181,800.00
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	496.37	100.07	496.00	-0.37	50.04	992.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	13,680.00	27,623.97	15.85	174,337.79	146,713.82	7.92	348,675.58
<u>PARKS &amp; RECREATION DEPT</u>								
01-20-550-1	ADMINISTRATION	4,364.20	14,863.40	28.11	52,870.63	38,007.23	14.06	105,741.25
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	0.00	0.00	400.00	400.00	0.00	800.00
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	8,573.50	20,715.58	25.02	82,799.00	62,083.42	12.51	165,598.00
01-20-570-4	MAINTENANCE	6,397.42	15,581.64	29.43	52,942.00	37,360.36	14.72	105,884.00
01-20-575-5	SUMMER PROGRAM	4,150.23	5,625.61	26.70	21,066.00	15,440.39	13.35	42,132.00
01-20-580-5	FALL PROGRAM	0.00	0.00	0.00	10,268.00	10,268.00	0.00	20,536.00
01-20-585-5	WINTER PROGRAM	1,910.00	4,546.06	10.18	44,635.00	40,088.94	5.09	89,270.00
01-20-586-1	SPRING PROGRAM	917.70	2,996.15	89.38	3,352.00	355.85	44.69	6,704.00
01-20-590-5	SPECIAL RECREATION SERVICES	18,252.95	19,692.95	26.64	73,930.00	54,237.05	13.32	147,860.00
01-20-595-6	CAPITAL IMPROVEMENTS	0.00	6,155.91	1.46	422,331.00	416,175.09	0.73	844,662.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	44,566.00	90,177.30	11.76	767,093.63	676,916.33	5.88	1,534,187.25
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	9,932.89	34,575.60	24.29	142,368.00	107,792.40	12.14	284,736.00



VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 GENERAL CORPORATE FUND

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	648,317.06	1,899,238.10	21.89	8,674,769.59	6,775,531.49	10.95	17,349,539.17

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 WATER FUND

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	24,927.25	83,540.51	29.98	278,683.53	195,143.02	14.99	557,367.06
02-50-405-2	ENGINEERING	0.00	0.00	0.00	2,575.00	2,575.00	0.00	5,150.00
02-50-410-5	INTERFUND TRANSFERS	36,146.08	119,151.24	21.51	553,979.00	434,827.76	10.75	1,107,958.00
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	60.07	7,054.71	37.18	18,977.00	11,922.29	18.59	37,954.00
02-50-420-5	WATER PRODUCTION	136,262.18	265,594.51	16.43	1,616,463.00	1,350,868.49	8.22	3,232,926.00
02-50-425-4	WATER STORAGE	60.32	2,287.98	25.05	9,134.00	6,846.02	12.52	18,268.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	37,534.76	60,420.10	54.01	111,875.00	51,454.90	27.00	223,750.00
02-50-435-4	METERS & BILLING	5,981.54	9,660.99	104.33	9,260.00	-400.99	52.17	18,520.00
02-50-440-7	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	30,000.00	30,000.00	0.00	60,000.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	WATER DEPARTMENT	240,972.20	547,710.04	20.82	2,630,946.53	2,083,236.49	10.41	5,261,893.06
***TOTAL	WATER FUND	240,972.20	547,710.04	20.82	2,630,946.53	2,083,236.49	10.41	5,261,893.06

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 HOTEL/MOTEL TAX FUND

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	0.00	2,655.86	22.08	12,030.47	9,374.61	11.04	24,060.93
03-53-435-3	PUBLIC RELATIONS & PROMOTION	0.00	3,000.00	6.41	46,817.00	43,817.00	3.20	93,634.00
03-53-436-3	SPECIAL EVENTS	2,500.00	2,500.00	55.56	4,500.00	2,000.00	27.78	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	2,500.00	8,155.86	12.87	63,347.47	55,191.61	6.44	126,694.93
***TOTAL	HOTEL/MOTEL TAX FUND	2,500.00	8,155.86	12.87	63,347.47	55,191.61	6.44	126,694.93

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 MOTOR FUEL TAX FUND

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	0.00	0.00	0.00	210,000.00	210,000.00	0.00	420,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	0.00	0.00	0.00	210,000.00	210,000.00	0.00	420,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	0.00	0.00	210,000.00	210,000.00	0.00	420,000.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 T I F SPECIAL REVENUE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	0.00	468.00	0.07	645,034.00	644,566.00	0.04	1,290,068.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	151,870.00	49.97	303,940.00	152,070.00	24.98	607,880.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	3,000.00	3,000.00	0.00	6,000.00
***TOTAL	T I F SPECIAL REVENUE FUND	0.00	152,338.00	16.00	951,974.00	799,636.00	8.00	1,903,948.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 SSA ONE BOND FUND

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	97,220.00	30.43	319,440.00	222,220.00	15.22	638,880.00
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	97,220.00	30.43	319,440.00	222,220.00	15.22	638,880.00
***TOTAL	SSA ONE BOND FUND	0.00	97,220.00	30.43	319,440.00	222,220.00	15.22	638,880.00

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR JULY, 2014  
POLICE PENSION FUND

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	65,972.06	185,322.95	24.76	748,625.00	563,302.05	12.38	1,497,250.00
***TOTAL	POLICE PENSION FUND	65,972.06	185,322.95	24.76	748,625.00	563,302.05	12.38	1,497,250.00



VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 WATER CAPITAL IMPROVEMENTS FUND

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	1,035.00	1,035.00	0.32	326,000.00	324,965.00	0.16	652,000.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	1,035.00	1,035.00	0.32	326,000.00	324,965.00	0.16	652,000.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	1,035.00	1,035.00	0.32	326,000.00	324,965.00	0.16	652,000.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 CAPITAL PROJECT FUND

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	0.00	0.00	0.00	0.00	0.00	0.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	0.00	0.00	750.00	750.00	0.00	1,500.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	0.00	0.00	0.00	750.00	750.00	0.00	1,500.00
***TOTAL	CAPITAL PROJECT FUND	0.00	0.00	0.00	750.00	750.00	0.00	1,500.00

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR JULY, 2014  
2008 BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
***TOTAL	2008 BOND FUND	0.00	33,478.13	21.33	156,956.00	123,477.87	10.66	313,912.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR JULY, 2014  
 LAND - FACILITY EXPANSION & RENOVATION F

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
14-75-910-4	OTHER EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14-75-920-2	OTHER	3,071.23	4,140.73	0.00	0.00	-4,140.73	0.00	0.00
14-75-930-4	LAND & FACILITY	2,373.26	55,853.05	5.25	1,063,127.00	1,007,273.95	2.63	2,126,254.00
14-75-940-5	TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	LAND - FACILITY EXPANSION & RENOVATION F	5,444.49	59,993.78	5.64	1,063,127.00	1,003,133.22	2.82	2,126,254.00
<u>FUND SUMMARY</u>								
1	GENERAL CORPORATE	648,317.06	1,899,238.10	21.89	8,674,769.59	6,775,531.49	10.95	17,349,539.17
2	WATER	240,972.20	547,710.04	20.82	2,630,946.53	2,083,236.49	10.41	5,261,893.06
3	HOTEL/MOTEL TAX	2,500.00	8,155.86	12.87	63,347.47	55,191.61	6.44	126,694.93
4	MOTOR FUEL TAX	0.00	0.00	0.00	210,000.00	210,000.00	0.00	420,000.00
5	T I F SPECIAL REVENUE	0.00	152,338.00	16.00	951,974.00	799,636.00	8.00	1,903,948.00
6	SSA ONE BOND & INTEREST	0.00	97,220.00	30.43	319,440.00	222,220.00	15.22	638,880.00
7	POLICE PENSION	65,972.06	185,322.95	24.76	748,625.00	563,302.05	12.38	1,497,250.00
9	WATER CAPITAL IMPROVEMENTS	1,035.00	1,035.00	0.32	326,000.00	324,965.00	0.16	652,000.00
10	CAPITAL PROJECT	0.00	0.00	0.00	750.00	750.00	0.00	1,500.00
11	2008 BOND	0.00	33,478.13	21.33	156,956.00	123,477.87	10.66	313,912.00
14	LAND ACQUISITION, FACILITY EXPANSION & RENO	5,444.49	59,993.78	5.64	1,063,127.00	1,003,133.22	2.82	2,126,254.00
	TOTALS ALL FUNDS	964,240.81	2,984,491.86	19.70	15,145,935.59	12,161,443.73	9.85	30,291,871.16

**VILLAGE OF WILLOWBROOK  
FINANCIAL REPORT  
MUNICIPAL SALES AND USE TAXES**

MONTH	SALE					
DIST	MADE	10-11	11-12	12-13	13-14	14-15
MAY	FEB	\$ 223,555	\$ 254,811	\$ 261,216	\$ 250,138	\$ 245,589
JUNE	MAR	281,024	296,840	308,159	304,370	293,285
JULY	APR	259,844	281,808	288,609	295,557	293,319
AUG	MAY	284,173	276,985	316,487	334,102	
SEPT	JUNE	314,663	318,524	336,664	338,139	
OCT	JULY	276,383	300,424	291,508	300,405	
NOV	AUG	279,375	326,134	330,699	332,925	
DEC	SEPT	260,636	296,490	300,348	288,422	
JAN	OCT	273,809	272,291	282,374	283,164	
FEB	NOV	290,009	296,763	306,325	295,860	
MARCH	DEC	355,102	387,223	377,505	387,074	
APRIL	JAN	234,660	253,944	277,850	234,816	
<b>TOTAL</b>		<b>\$ 3,333,234</b>	<b>\$ 3,562,238</b>	<b>\$ 3,677,745</b>	<b>\$ 3,644,970</b>	<b>\$ 832,193</b>
<b>MTH AVG</b>		<b>\$ 277,769</b>	<b>\$ 296,853</b>	<b>\$ 306,479</b>	<b>\$ 303,747</b>	<b>\$ 277,398</b>
<b>BUDGET</b>		<b>\$ 3,121,250</b>	<b>\$ 3,217,250</b>	<b>\$ 3,493,374</b>	<b>\$ 3,447,000</b>	<b>\$ 3,450,000</b>

YEAR TO DATE LAST YEAR :           \$ 850,064  
YEAR TO DATE THIS YEAR :           \$ 832,193  
DIFFERENCE :                           \$ (17,872)

PERCENTAGE CHANGE :                -2.10%

CURRENT FISCAL YEAR :  
BUDGETED REVENUE:                   \$ 3,450,000  
PERCENTAGE OF YEAR COMPLETED :   25.00%  
PERCENTAGE OF REVENUE TO DATE :   24.12%  
PROJECTION OF ANNUAL REVENUE :   \$ 3,568,338  
EST. DOLLAR DIFF ACTUAL TO BUDGET   \$ 118,338  
EST. PERCENT DIFF ACTUAL TO BUDGET   3.4%

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK – TITLE 4, CHAPTER 2 – BUILDING CODE

AGENDA NO. 5f

AGENDA DATE: 8/11/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED BY MUNICIPAL SERVICES COMMITTEE: YES  NO  N/A

**ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

On September 23, 2013, the Village Board passed an ordinance (Ord. No. 13-O-35) adopting the recently updated version of the DuPage County Countywide Stormwater and Flood Plain Ordinance. All DuPage County municipalities are required to adopt and enforce the DuPage County Ordinance.

When this ordinance was drafted, staff inadvertently omitted a subsection within the prior ordinance pertaining to the DuPage County Illicit Discharge Detection and Elimination (IDDE) Program, which is also required to be enforced by the Village as part of the Phase II requirements of the National Pollutant Discharge Elimination System (NPDES) under the Federal Clean Water Act. It was not the intent to eliminate the adoption of this ordinance when the new version of the Stormwater Ordinance was adopted.

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

The attached ordinance will serve to replace the previous IDDE ordinance, which was eliminated in error in September of 2013, as a housekeeping measure. In addition, the replaced IDDE provisions were now included within a new sub-section, Section 29A, as a safeguard to help ensure the language would not be erroneously overwritten in the future upon the adoption of new versions of the County stormwater ordinance.

**ACTION PROPOSED:**

Pass the ordinance.

ORDINANCE NO. 14-O- \_\_\_\_\_

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF  
WILLOWBROOK – TITLE 4, CHAPTER 2 – BUILDING CODE

---

BE IT ORDAINED by the Mayor 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 4, Chapter 2 of the Village Code of the Village of Willowbrook is hereby amended by adding the following new Section 29A:

**“4-2-29A: ILLICIT DISCHARGE DETECTION AND ELIMINATION REQUIREMENTS:**

(A) Ordinance Adopted: There is hereby adopted by reference as if fully set out herein that certain ordinance known as the DuPage County Illicit Discharge Detection and Elimination Ordinance, May 26, 2009 edition, as adopted and published by the county of DuPage, state of Illinois, together with the additions, insertions, deletions and changes hereinafter set forth, one (1) copy of which have been on file for a period of more than thirty (30) days prior to the adoption hereof and now are on file in the office of the village clerk.

(B) Amendments: The following additions, insertions, deletions and changes are hereby made to the DuPage County Illicit Discharge Detection and Elimination Ordinance:

1. Sections 16-12. (Definitions) - amend by:

Deleting the definition for Committee in its entirety and replacing it with, “The Village Board of the Village of Willowbrook”

Deleting the definition of Department in its entirety and replacing it with “The Village of Willowbrook Department of Municipal Services”

Deleting the definition of Director in its entirety and replacing it with “The Village of Willowbrook Director of Municipal Services”

Adding the definition of to the list of definitions; “Village. The Village of Willowbrook, Illinois”

2. Section 16-31 (Participating Communities) - amend by deleting the word “Department” in paragraphs 1b, 1c, and 1e and replacing it with the text “DuPage County Stormwater Management Division.”

3. Section 16-33 (Duties of Director) - amend by deleting the word “communities” in paragraph 3 and replacing it with the text “DuPage County Stormwater Management Committee.”
4. Section 16-34 (Representative Capacity) - amend by deleting the word “County” and replacing it with the text “Village.”
5. Section 16-42 (Prohibitions of Illicit Connections) - amend by deleting the word “Department” in the last sentence of paragraph 5, and replacing it with the text “DuPage County Stormwater Management Division.”
6. Section 16-50 (Submission of Notice of Intent (NOI) to the Department) - amend by deleting the word “Department” in paragraphs 1, 2, and 3, and replacing it with the text “DuPage County Stormwater Management Division.”
7. Section 16-56 (Compliance Monitoring) - amend by deleting the word “Department” in paragraph 1b and replacing it with the text “DuPage County Stormwater Management Division.”
8. Section 16-62 (Notice to Correct Violations: Director May Take Action) - amend by deleting the text “County of DuPage” in paragraph 2 and replacing it with the text “Village of Willowbrook.”
9. Section 16-86 (Right of Appeal) - amend by deleting the text “Stormwater Committee of the DuPage County Board” in paragraph 1 and replacing it with the text “Committee”, deleting the text “Stormwater” from paragraph 3, and deleting the text “County Board” from paragraph 3 and 4 and replacing it with the text “Village Board.”

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 11th day of August, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE OF THE SAME BACK TO THE DEALER FROM WHICH THEY WERE ORIGINALLY PURCHASED.

AGENDA NO. **5g**  
AGENDA DATE: 08/11/2014

STAFF REVIEW: MARK SHELTON

SIGNATURE: MARK SHELTON TH.

LEGAL REVIEW: TOM BASTIAN

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY VILLAGE ADMIN.: TIM HALIK

SIGNATURE: TE HALIK

REVIEWED & APPROVED BY COMMITTEE: YES  N/A

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

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

Staff has Village owned firearms deemed surplus ready for disposal.

SERIAL NUMBER	MAKE	MODEL
CM 32014	Rock River	AR-15 Carbines
CM 32007	Rock River	AR-15 Carbines
CM 32353	Rock River	AR-15 Carbines
CM 32423	Rock River	AR-15 Carbines
CM 32474	Rock River	AR-15 Carbines

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the sale of the firearms listed above.

**ACTION PROPOSED:**

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 14-0-

AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE OF THE SAME BACK TO THE DEALER FROM WHICH THEY WERE ORIGINALLY PURCHASED.

---

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

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

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

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

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the property set forth on Exhibit "A" now owned by

the Village of Willowbrook by selling the identified property, with or without advertisement.

SECTION THREE: The Village Administrator is hereby authorized to dispose of the property set forth on Exhibit "A", by sale back to the original dealer, Ray O'Herron, Downers Grove, Illinois.

SECTION FOUR: The sale or disposition of said surplus property is "AS IS" with no warranty either express or implied of merchant ability or fitness for particular purpose.

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

PASSED and APPROVED this 11th day of August, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

**EXHIBIT "A"**

<b>SERIAL NUMBER</b>	<b>MAKE</b>	<b>MODEL</b>
CM 32014	Rock River	AR-15 Carbines
CM 32007	Rock River	AR-15 Carbines
CM 32353	Rock River	AR-15 Carbines
CM 32423	Rock River	AR-15 Carbines
CM 32474	Rock River	AR-15 Carbines

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

Receive Plan Commission Recommendation – Public Hearing 2014-11 – Special Use permit for a planned unit development and approval of a preliminary and final plat of PUD.

**AGENDA NO.**

5h

**AGENDA DATE:** 8/11/14

**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant

**SIGNATURE:**

JO ELLEN CHARLTON TH.

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

**SIGNATURE:**

THOMAS BASTIAN TH.

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

**SIGNATURE:**

T. Halik

**REVIEWED & APPROVED BY COMMITTEE:**

YES  NO  N/A

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

This lot was previously part of the Willowbrook Public Works property. The original intent for this property was to add public buildings as a part of a municipal campus concept space needs improvement plan. However, last year, the Village was able to obtain two properties close to Village Hall to handle its space needs, and this property became "surplus." A plat of re-subdivision separating the public works building parcel from the remaining 2.77 acre area was approved last year.

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

At its August 6, 2014 meeting, the Plan Commission held the public hearing and made a recommendation to approve a special use for a PUD and approve the preliminary and final plat of PUD.

Four (4) residents of 73<sup>rd</sup> Court asked questions and provided testimony during the public hearing. A summary of these comments is provided in the attached staff report.

The Plan Commission's motion to approve as recommended by staff included one (1) modification to exclude snow removal covenant requirements originally recommended by staff. Staff agrees with this modification. The recommendation also includes a requirement that all modifications noted in the staff report and the engineer's comments be completed, submitted, reviewed and approved prior to being considered for any formal approval by the Village Board. The applicant must also make revisions to landscaping to address concerns of the neighboring property owner to the west.

The motion was approved by a 5-1-0 vote, with Member Lacayo voting "no".

### ACTION PROPOSED:

August 11, 2014: Receive Plan Commission Recommendation.



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

## MEMORANDUM

MEMO TO: Frank A. Trilla, Mayor  
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 6, 2014

SUBJECT: Zoning Hearing Case 14-11: 700 Willowbrook Center Parkway, Petition for approval of a Planned Unit Development, including all variations and relief as may be required to permit the construction of a building and related site improvements.

At the regular meeting of the Plan Commission held on August 6, 2014, the above referenced application was discussed and the following motion was made:

**MOTION:** Made by Commissioner Remkus, seconded by Commissioner Kaucky based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and the standards and findings for a Planned Unit Development outlined in Exhibits 3 and 4 respectively of the staff report prepared for PC 14-11 for the August 6, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a Planned Unit Development and approval of a preliminary and final plat of PUD for Willowbrook Corporate Center, 700 Willowbrook Center Parkway, subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibits 1 of the staff report prepared for PC 14-11 except as may be modified in response to compliance with conditions recommended by the Village Engineer, Village Planner, and the Plan Commission, other than offsite snow removal requirements, to be finally approved by the Village Engineer.

2. Plans shall be revised, resubmitted and approved prior to being considered by the Village Board in compliance with planning comments outlined in Exhibit 2 of the staff report prepared for PC 14-11 for the August 6, 2014 Plan Commission meeting, other than offsite snow removal, and any engineering comments yet to be provided.

ROLL CALL: AYES: Commissioners Remkus, Soukup, Kaucky, Ruffolo and Chairman Kopp; NAYS: Commissioner Lacayo. ABSENT: Vice-Chairman Wagner.

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 Board Receive Date:** August 11, 2014  
**Plan Commission Hearing:** August 6, 2014

**Prepared By:** Jo Ellen Charlton, Planning Consultant

**Case Number and Title:** PC 14-11: 700 Willowbrook Center Parkway, Willowbrook Business Center

**Petitioner:** David J. Hrizak for Willowbrook Business Center, LLC., 501 Willow Blvd., Suite 102, Willow Springs, IL 60480.

**Action Requested:** Approval of a special use for a Planned Unit Development and approval of a Preliminary and Final Plat of PUD.

**Location:** 700 Willowbrook Center Parkway, west side, just north of Public Work Facility.

**PINs:** 09-26-204-065

**Existing Zoning:** LOR

**Existing Land Use:** Vacant property

**Property Size:** 2.77 Acres

<b>Surrounding Land Use:</b>	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Vacant Property South end of Adams	LOR
<i>South</i>	Public Works Facility	LOR
<i>East</i>	Unused/Vacant Part of USPS Facility Off of Monroe	LOR
<i>West</i>	742 73 <sup>rd</sup> Single Family	R-2

**Documents Attached:** Exhibit 1. Submitted Documents/Plans  
Exhibit 2. Planning Comments  
Exhibit 3. Standards for Special Use  
Exhibit 4. Standards and Findings for Planned Unit Development

**Necessary Action by Village Board:** Receive Plan Commission recommendation.

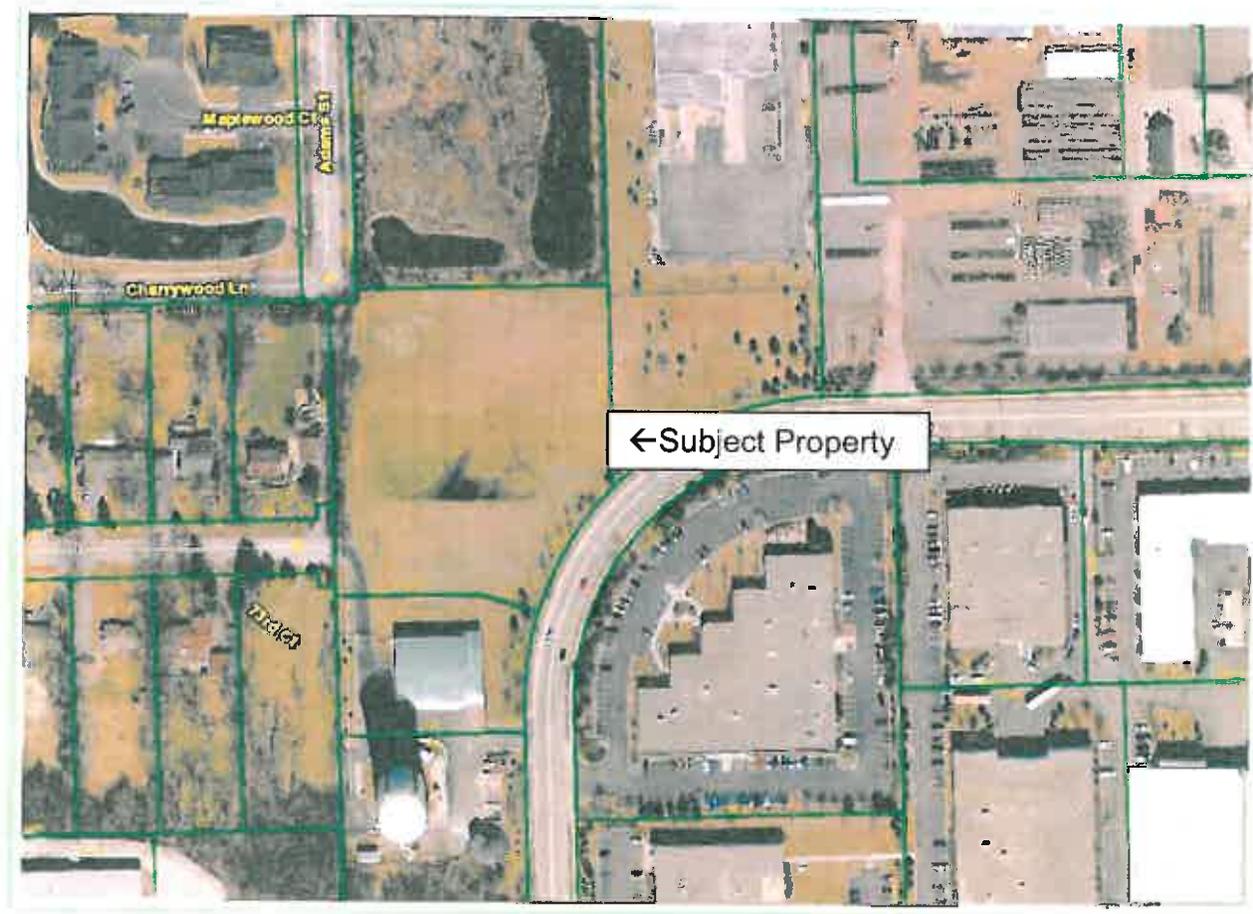
**Site Description:**

The subject property is located on the west side of Willowbrook Center Parkway, just north of the Public Works facility. 73<sup>rd</sup> Court dead ends into the west property line of the property. Adams Street dead ends into the north property line of this property.

**History and Proposal:**

The applicant wishes to utilize the existing vacant property to build two new buildings, which requires conditional use approval for a PUD since standard zoning only allows one principal building on a zoning lot.

This lot was previously part of the Willowbrook Public Works property. The original intent for this property was to add a Village Hall and other public buildings in this area. Recently, the Village Hall was able to obtain two buildings adjacent the current Village Hall, so the extra property at the Willowbrook Center Parkway property became “surplus” and available for other development. The lot was approved recently as part of a subdivision of the Public Works Property.



The applicant desires to build two (2) buildings parallel to each other in a north/south direction. The main entrances for each building will face east and west. Customers and employees will park and enter the units in these areas. A central drive between the buildings will provide access to service areas and overhead doors. These overhead doors are proposed in lieu of traditional “loading” dock areas. This area will also be utilized to service garbage for each unit. Instead of a

common dumpster area on the exterior of the site, each tenant will manage their own garbage in their unit, and place their garbage outside the overhead door in the central drive area for servicing on garbage day. Otherwise, this central drive area will be expected to remain open and free of obstructions and cars at all other times.

**Staff Analysis**

Bulk Regulations and PUD Standards

PUDs may depart from the strict conformance with the required density, dimension, area, height, bulk and other regulations for the underlying zoning district and other provisions of the Zoning Ordinance to the extent specified in the preliminary plat and document authorized the PUD so long as it will not be detrimental to or endanger the public health, safety and general welfare, except that there are no exceptions for complying with 7 specific PUD Standards. The departures are identified as “exceptions” and outlined in any approving ordinance. A list of all underlying requirements of the LOR District, along with how the project meets the requirement is provided in the table below. Items that appear as shaded are exceptions and would identified in any approving ordinance.

<b>Regulation</b>	<b>Required</b>	<b>Provided</b>
Lot Size	Varies based on use	120,962 (exceeds all minimums)
Lot Coverage	40%/48,444	30%/35,803
FAR	.5	.3
Height	3 stories or 38'	24' 3"
West Building Setback (Transitional due to Residential)	80'	90'
West Parking Setback (Transitional due to Residential)	40'	40' 6 1/4"
North Building	20'	34' 6 3/4"
North Parking Setback	10'	10' 6 3/4"
East Building Setback	20'	90' 11"
East parking Setback	10'	11' 6"
South Building Setback	20'	35' 0 1/2"
South Parking Setback	10'	10' 6"
Street Building Setback	50' or 150% of bldg. ht.	55'
Street Parking Setback	15'	5'
Minimum Foundation	7'	North/South = 0' East/West (Exterior) 7' East/West (Interior) 5.5'
Loading Space	1 space at 12'x55'	Each Unit provided with access to smaller interior loading space
Driveway Centerline	Not < 70' from lot line	34'

Access and Circulation

The project will be served by only one access drive located near the south property line. There will be no access to the site from 73<sup>rd</sup> Court or Adams Street. Section 9-10-5(L)2d of the Zoning Ordinance requires the centerline of any driveway to be at least 70' from any lot line. The setback between the centerline of the drive and the lot line is about 34'. Staff supports this exception as part of the PUD approval given the street angle and the proposed circulation around the site. After entering the site, traffic can turn right to access the front of the east building, or continue straight, along the south sides of both buildings to gain access to the central service area between the building and to the west side of the west building, for access to the front doors of those tenant spaces.

A turning exhibit was provided to show that garbage trucks and a fire truck can maneuver on the site. It is expected that garbage trucks will enter the site, continue west to the central service area, turn north, and the circulate clockwise around the east building back to the curb cut to exit the property. The turning diagram also shows that a 44' fire truck can maneuver all the way around the perimeter of the site.

As a condition of approval, staff recommends the loading/service area between the buildings be designated as a "No Parking" Zone, and that this requirement be incorporated into the proposed declarations. This will help ensure that the area is open to all tenants for loading and for proper servicing of garbage in the area.

#### Parking

The applicant's plan for parking provides 76 spaces for 35,803 square feet of space. This is based on an assumption that 25 percent of the space will be utilized for office space (at a parking ratio of 1/225), while 75 percent of the space will be utilized for manufacturing, fabricating, processing, storing, cleaning, testing, assembly, repairing and service establishments (at a parking ratio of 1/800) and assuming that not more than 1 employee occupies the larger space. As condominiums, it is not possible at this time to determine what each specific use might be. There are, however, otherwise permitted uses, that will not be allowed because of their higher parking requirement. Based on the applicant's assumption that each space will require no more than 4 parking spaces, staff recommends that each potential permitted or conditional use be authorized only when its parking requirement, as regulated by the Zoning Ordinance, is equal to or less than 1 parking space for every 450 square feet of space. This is the equivalent of the proposed 25/75 office/manufacturing split. As a condition of the PUD, staff is recommending that this language be incorporated into the proposed declarations to ensure no one purchases property without knowing the parking limitation.

Given the unique nature of the type of tenant this space is designed for and targeted to, it would be appropriate for the applicant to provide testimony during the public hearing as to their expected market for this type of space. For example, do they have commitments for a certain amount of this space that meets the parking expectations, or will this be purely speculative space added to the market. If there are commitments for the space with these restrictions, the Village can be more assured that the space will be productively occupied more quickly. If there are limited to no commitments for the space, the space may experience longer vacancy due to the restrictions on the types of uses that can be authorized due to the limited parking. This can generate pressure to the Village to approve uses that have higher parking requirements, which could result in the illegal use of drive aisles or the central loading/service area for illegal parking.

#### Loading

In lieu of the 1 12'x55' loading space required by the Zoning Ordinance for the total amount of square footage on this site, the applicant is proposing smaller individual loading spaces for each of these relatively small tenant spaces via a common loading/service drive aisle between the two buildings. Each unit will be equipped with an overhead door that provides access into a 12'x14' loading space within the unit. The central area cannot be accessed by semis, but instead can be accessed by smaller UPS delivery type trucks. These same overhead doors will also be utilized to store all garbage indoors, except on pick-up days, when garbage can be placed in the central area for pick-up. Staff therefore recommends the declarations specify that owners are not authorized to allow semis to utilize the property, and that the association shall arrange for common garbage pickup on site from the central area, and that all garbage must be kept indoors except on pick up day, when it can be placed outside no sooner than 6:00 AM and returned inside no later than 5:00 PM.

### Stormwater Management

Detention for this property was designed as part of the original Centerpoint Subdivision. The basin that will accept water from this development is across the street from the Public Works property. All water collected from this site will be ultimately be directed to the storm sewer in Willowbrook Center Parkway, which flows south to reach this detention basin. An infiltration and water quality basin is located on the west side of the development. This feature is a "BMP" requirement of the DuPage County Stormwater Ordinance. This basin is designed with native vegetation, and the purpose is to filter pollutants from the site's stormwater before it is directed to the storm system and detention pond.

### Area Flooding Concerns

The Village is aware that residents along 73<sup>rd</sup> Court experience rear yard flooding. Staff has confirmed with the Village Engineer that this water comes from the north and is generally directed west, however the subject site must accept and handle whatever flow currently comes to it.

### Use:

The property is zoned LOR, which permits the following uses:

- (A) Business and professional offices.
- (B) Research laboratories.
- (C) Governmental office buildings.
- (D) Mortuaries.
- (E) Related commercial uses.
- (F) Medical and/or dental clinics.
- (G) Any production, manufacturing, assembling, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business offices accessory thereto, which conform with the performance standards set out in [Chapter 9](#) of this Title.
- (H) Any business or commercial establishment which provides supplies and/or services primarily to industrial, manufacturing and warehousing customers, and which conforms to the performance standards set out in [Chapter 9](#) of this Title.
- (I) Public utility and public service uses, including:
- (J) Kitchen, washroom and sleeping quarters exclusively for the temporary use and occupancy of security personnel only, and only as essential to the conduct or the operation of a primary use within this District. There shall be permitted one hundred (100) square feet of such facilities for

each acre or part thereof contained in the lot or parcel on which such facilities are to be constructed, provided that such lot or parcel shall not be less than two (2) acres in area. In all cases, the floor area of such facilities shall not exceed five hundred (500) square feet. The construction of any facilities shall conform to all applicable building or L-O-R Limited Office and Research District Regulations.

(K) Accessory uses and structures as provided in Chapter 12 of this Title

As discussed above in the parking section, the applicant has decided to limit the sale/use of these units based on available parking. A particular use would be allowed only if its parking requirement did not exceed the same parking that would be required assuming 25 percent of the use space at 1 space for every 225 square feet, and 75 percent of the use space at 1 parking space for every 800 square feet.

A limited number of additional uses are possible via special use approval, which would require a separate public hearing in order to be considered. Parking would be considered as part of the special use process.

Landscaping:

Existing landscaping on the site is limited mostly to the edges and along the Willowbrook Center Parkway frontage. Most of the trees along the frontage are fairly young, and were planted as part of the original subdivision. They will need to be removed to accommodate the development. Three (3) evergreen trees (2 on the east and 1 on the south property lines) will be preserved. The remainder of the area on the east and south property lines are relatively free of landscaped material.

The west and north property lines are heavily "wooded" with a mix of both quality and "scrub" material. The west property line is of particular concern, given its proximity to a single family residential property. It is not clear where the property line is within the tree line and how much of this growth is on the subject property and how much is on the adjoining residential property. The plan shows three (3) named trees to be preserved along the west line, and shows the actual location on the adjoining residential property. All other material is shown to be removed and replaced with new landscaping within a 40' required transitional landscape yard, that is also intended to be improved to meet the County Stormwater "BMP" requirements. Basically, this means a drainage swale is proposed in this yard. While the proposed landscaping in this area meets the minimum requirements for general development, it does not meet the requirements within a transitional yard next to a residential property. Section 9-7(C)3 F7 requires protection of the privacy of the adjoining residential district with a minimum "6' earthen berm planted with 3" over-story trees every 30'". Given that a 6' berm is not possible in order to comply with County BMP requirements, staff feels the proposed screening is inadequate. At a minimum, the required over-story trees in this area must be increased from 2.5" caliper to 3' caliper and should be complimented with a continuous year-round (evergreen) screen. The low lying shrubs adjacent the parking should be substituted with a hearty upright arborvitae that is installed at a minimum height of 4 feet. Over time, these shrubs grow to about 15' in height. Preferably, this choice should be made available to the adjoining property owner. Staff is reaching out to this owner to determine their preference. This preference could include new landscaping, the maintenance of the existing "scrub" screen if the adjoining property owner prefers, or a combination of both. In addition to the landscape screen, a solid fence could also be supported to protect the adjoining residential property from the impacts of this property. This should be placed on or near the property line. The ten feet (10') east of the west property line is dedicated as a "sidewalk easement" and should be preserved free of most landscaping improvements in the event there is interest in the future to provide the sidewalk

connection between Adams and 73<sup>rd</sup> Court. Staff will attempt to discuss these options with the adjoining owner prior to the meeting.

The north property line is also characterized by a heavy growth of a variety of quality and “scrub” materials. The adjoining property to the north, however, is an out lot for detention purposes, is zoned LOR and is largely characterized with ponds and other natural features surrounded by a thick growth of mature landscaping. The plans for this area show no landscaping due to the presence of a watermain. While the watermain location might be flexible, staff does not object to a different landscape treatment along this boundary as long as work on the site does not jeopardize the viability of plant material on the adjoining property. Staff recommends a mix of planted and seeded flowering perennials in this area (purple coneflower, blackeyed susans, daylilys, etc.)

Given the modifications on the west and north property lines discussed above, and with the exception of the minor plan modifications outlined in Exhibit 2, all other proposed landscaping on the site is supported.

Snow Removal:

While the logical spot for storing snow might be along the north property line, this area is not recommended as the salts would be deposited to the pond on the neighboring property to the north. And, given the limitations on parking, there is no room to store snow on site. Therefore, it will be necessary to include provisions in the declarations that require snow to be removed from the site.

Signage:

No sign plans were included with the application, therefore the site will be limited to only that signage that is permitted by the Zoning Ordinance.

Engineering:

The Village Engineer’s comments will be provided to the Plan Commission at the public hearing.

Special Use Standards:

The Willowbrook Zoning Ordinance requires special uses to meet certain standards. These standards are enumerated in Exhibit 3, along with the applicant’s response to how the project meets each standard.

PUD Standards and Findings:

The Willowbrook Zoning Ordinance requires PUDs to meet certain standards and for the Plan Commission to make certain findings with regard to the PUD. These standards and findings are presented in Exhibit 4.

**Plan Commission Public Hearing Summary and Recommendation:**

The Plan Commission held the public hearing for this petition at their regular August 6, 2014 meeting. The following members were in attendance at the meeting: Chairman Kopp, Kaucky, Lacayo, Remkus, Ruffolo, and Soukup. Vice Chairman Wagner was absent.

David Hrizak, presented the case for the applicant. In addition to describing the physical characteristics of the development, the following points were made by the applicant either during his presentation or in response to initial questions from the Plan Commission:

1. The developer has a 19 year track record with this type of development. His company is located in Willow Springs
2. The developer has a philosophy of being a good neighbor
3. The project will be managed by a professional property management company and upkeep and use of the property will be regulated by a set of bylaws and declarations that are open to public review.
4. The developer's team of professionals is experienced in complying with local and regional ordinances.
5. They have researched the supply and demand for this type of smaller unit condominium product, and have found the supply to be limited and demand to be healthy. The bank believes their reports and will be loaning them money. Units will be sold as 1,800 square foot condominium unit increments. Interior demising walls will not be installed until units are sold. No units are sold yet, pending Village approval, but they have strong interest from 4-5 parties so far. Typical tenants will be office/storage users like electrical and plumbing contractors.
6. Developer agrees with all conditions in staff report and with engineering report, distributed 8/6/14, except with the requirement that snow be trucked off site. While he agreed there may be times where it needs to be trucked off site, he commented that it should be up to the management company to decide when to truck snow off site based on snow volume. Staff commented that provisions to modify proposed landscaping could be made along the east property line at the north end to accommodate snow.
7. No semis will be allowed on the site, however a fire truck can maneuver on the site.
8. The private driveway from 73<sup>rd</sup> Court to the Public Works property will remain.
9. The site is owned by the Village but was not publicly bid because the value of the property allows for transaction without public auction.

Whitney Parker, resident of 718 73<sup>rd</sup> Court discussed the following concerns and was provided the responses noted.

1. Concerned about flooding. Her property is lowest on block and her back yard floods frequently. Can't see how drainage will work. The applicant and staff described how drainage would work on the property as shown in the engineering plans.
2. Who will maintain the drainage swale? Applicant responded that entire property will be managed and maintained by a professional manager as part of the association.
3. Residents have asked for a sidewalk connection between 73<sup>rd</sup> Court and Willowbrook Center Parkway. Staff responded that the Village is considering making this connection on the Village's property.
4. Concerned about the impact of lights on residential property. Noted that Willowbrook Ford dims lights at night. Staff responded that additional lighting was required, but that it would be directed away from residential property. Applicant added that he would evaluate turning off building lights at night, while leaving the parking lot lights on for security.

5. Construction traffic should be restricted from using 73<sup>rd</sup> Court to enter property. Toni Schuster, owner of single family property immediately west of the site discussed the following concerns and was provided the responses noted.

1. She's a 31 year resident.
2. Concerned about existing flooding in area, and whether this will impact her and her western neighbors.
3. Concerned about noise. Applicant responded that tenants will mostly be office tenants that for the most part work normal hours. Loading and garbage noise is minimized due to the location of those areas interior to the property.
4. Looking for physical screening, including both fencing and landscaping. She has a two story house with a bedroom facing east and a pool in the back yard. She'd like to have the existing tree line removed and replaced with a combination of deciduous and evergreen trees located about 10' east of a new privacy fence, with smaller upright arborvitaes to screen the parking.
5. 73<sup>rd</sup> Court needs better signage to indicate street is dead end. Many north bound Quincy semis make the turn east and then see the signs. Staff will talk to Public Works about this.
6. Can the Village do anything in response to flooding already created by property to north? Concern will be forwarded to Village Administrator.

Dan Courtney, resident of 73<sup>rd</sup> Court discussed the following concerns and was provided responses when noted.

1. If the Village owns the land, why is it being considered for private development. Staff generally described the property was no longer needed based on decisions to purchase two properties next to Village Hall.
2. There's a lot of empty units and vacant space in and around Willowbrook. Why are we building these?
3. Variances and deviations should not be supported. Chairman Kopp noted that the number and extent of variations were very minimal and that this project could be a lot better than something that could be built by right, without public hearings. He noted that in exchange for the deviations, the public is getting a lower intensity building, where uses are more restricted than would otherwise be allowed.
4. The plastics manufacturer to the rear of his property has been the worst neighbor anyone could imagine. He's upset that they get by with things because they are "grandfathered", but noted that there have been 4 expansions since being "grandfathered."

Caroline Noona, resident of 73<sup>rd</sup> Court discussed the following concerns and provided responses when noted.

1. She's newest resident on block. She bought in winter when impacts of Plastics Company are not as bad. Noise, dust, smells, and garbage from this company are all very bad.
2. She commented that the Village has forgotten about this neighborhood, and that the property would better serve the Village as a park. Commissioners discussed the zoning of the property and the Comprehensive Plan.
3. She asked for confirmation that there would be no direct access to this property from 73<sup>rd</sup> Court. The applicant responded that there would not be.

Lacayo asked whether other uses and developments were considered for this property.

There were no other comments during the public hearing and it was closed.

Plan Commission comments during the discussion included the following:

1. Kopp, while sympathetic to the various issues of nearby owners, feel this project is a good fit consider the higher impact development and uses that could go there by right. He is in favor of the project.
2. Locayo is upset that the Village didn't consider other alternatives for development on its property once it decided the property was surplus.
3. Ruffalo made comments that mirrored Kopp's comments.
4. Kaucky confirmed with staff that the lighting issues could be reconciled and expressed a desire that the Village look to resolve some of the issues raised by the neighbors that are unrelated to this project. Otherwise, he generally supports the project.

The following motion from Remkus was seconded by Kaucky and approved by a 5-1-0 roll call vote of the members present, with Lacayo voting "no".

**Based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and the standards and findings for a Planned Unit Development outlined in Exhibits 3 and 4 respectively of the staff report prepared for PC 14-11 for the August 6, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a Planned Unit Development and approval of a preliminary and final plat of PUD for Willowbrook Corporate Center, 700 Willowbrook Center Parkway, subject to the following conditions:**

- 1. Improvements shall be in substantial compliance with all plans described in Exhibits 1 of the staff report prepared for PC 14-11 except as may be modified in response to compliance with conditions recommended by the Village Engineer, Village Planner, and the Plan Commission, to be finally approved by the Village Engineer.**
- 2. Plans shall be revised, resubmitted and approved prior to being considered by the Village Board in compliance with planning comments outlined in Exhibit 2 of the staff report prepared for PC 14-11 for the August 6, 2014 Plan Commission meeting (except that snow removal covenants shall not be required), and any engineering comments yet to be provided.**

**Staff Recommendation:**

Staff is generally supportive of the concept plan. By using two buildings instead of one, the developer is able to eliminate the negative impacts that the rear of building can have on an adjoining property owner. Instead of seeing the rear of a building, the entrances to the west building will be closest to the adjoining residential property owner to the west. Building and parking lot setbacks meet all transitional requirements for non-residential properties being next to residential property. Additionally, the site is designed and intended for low impact uses. Semis will not be allowed on the property, and available parking on the site will limit the type of uses to lower impact uses, all of which will be regulated in proposed covenants.

The applicant must comply with all planning and engineering comments, excluding the snow removal covenant requirement. After further consideration, staff supports this request and will work with the applicant to modify landscaping in the east yard to accommodate snow. The applicant will also need to work with staff to revise landscaping along the west property line to

address the neighbor's concern. All of these required changes must be made, submitted, reviewed and approved by staff prior to being forwarded to the Village Board for final consideration.

## Exhibit 1. Submitted Documents/Plans

1. Application
2. Declarations of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for Willowbrook Business Center Office Park Association.
3. Final Engineering Plans for Willowbrook Corp. Center, prepared by DesignTek Engineering, Inc, dated 6/4/14, consisting of 11 sheets.
4. Autoturn Exhibit, prepared by DesignTek Engineering, Inc, dated 6/4/14.
5. Elevation Sheets, labeled A1, A2, and A4, prepared by Architects by Design, dated 6/26/14.
6. Landscape Plan, consisting of sheets L-1 and L-2, prepared by IRG, Inc., dated 6/12/14.
7. Site Lighting Solution, prepared by CBMC, consisting of 1 sheet, dated 6/10/14.
8. Site Plan, labeled Sheet SP-3, prepared by Architects by Design, dated 6/4/14.
9. Final Plat and PUD, consisting of 2 sheets, prepared by DesignTek Surveying, LLC dated 6/5/14.



Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

**APPLICATION FOR PLANNING REVIEW**

**NAME OF PROJECT:** Willowbrook Business Center

**NAME OF APPLICANT(S):** David J. Hrizak for Willowbrook Business Center, LLC

**ADDRESS:** 501 Willow Blvd., Suite 102

**CITY, STATE, ZIP:** Willow Springs, IL 60480 **TELEPHONE:** 630-247-8122 **FAX:** 708-216-9700

**NAME OF PROPERTY OWNER(S):** Willowbrook Business Center, LLC U/C with Village of Willowbrook

**ADDRESS:** 501 Willow Blvd., Suite 102

**CITY, STATE, ZIP:** Willow Springs, IL 60480 **TELEPHONE:** 630-247-8122 **FAX:** 708-216-9700

**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:**  
700 Willowbrook Center Parkway

**PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY:** 09-26-204-065

**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:** 2.77

**CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY:** LOR

**CURRENT USE OF SUBJECT PROPERTY:** Vacant land

**PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY:** LOR

**PROPOSED USE OF SUBJECT PROPERTY:** Multi tenant office Warehouse

**PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY:** 2 multi tenant office warehouse buildings

**AGENT PROPERTIES**

**CURRENT ZONING**

**LAND USE**

**NORTH OF SITE** LOR  
**SOUTH OF SITE** LOR  
**EAST OF SITE** LOR  
**WEST OF SITE** R-2 Single Family

Vacant  
Willowbrook Public Works  
Office/Landscape facility  
Single Family Residential

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

**WATER**

**LOCATION:** R.O.W. of Willowbrook Center Parkway **SIZE:** 12" DIP  
**OWNERSHIP:** Village of Willowbrook

**SANITARY SEWER**

**LOCATION:** Est. @ SE portion of parcel **SIZE:** 6"  
**OWNERSHIP:** DuPage County Sanitary District

**STORM SEWER**

**LOCATION:** N/W R.O.W. of Willowbrook Center Parkway **SIZE:** 21" RCP

**SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY**

**ELEMENTARY SCHOOL DISTRICT:** Gower School District #62  
**JUNIOR HIGH SCHOOL DISTRICT:** Gower School District #62  
**HIGH SCHOOL DISTRICT:** Gower School District #62

**FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY**

**FIRE DISTRICT:** Pleasantview Fire Protection District  
**DISTANCE TO FIRE STATION:** 2.5 miles

**CONSULTANTS**

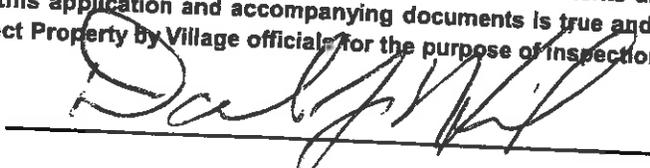
**NAME OF ATTORNEY OR AGENT:** Griffin & Gallagher  
**ADDRESS:** 10001 S. Roberts Road  
**CITY, STATE, ZIP:** Palos Hills, IL 60462 **TELEPHONE:** 708-598-6800 **FAX:** 708-598-6913

**NAME OF ENGINEER:** Design Tek Engineering  
**ADDRESS:** 9500 Bormet, Suite 304  
**CITY, STATE, ZIP:** Mokena, IL 60448 **TELEPHONE:** 708-326-4962 **FAX:** 708-326-4962

**NAME OF ARCHITECT:** Architects by Design  
**ADDRESS:** 109 Ogden Ave.  
**CITY, STATE, ZIP:** Clarendon Hills, IL 60514 **TELEPHONE:** 630-323-9604 **FAX:** 630-323-9615

**NAME OF LANDSCAPE ARCHITECT:** Ives Ryan Group  
**ADDRESS:** 324 Eisenhower Lane  
**CITY, STATE, ZIP:** Lombard, IL 60148 **TELEPHONE:** 630-717-0726 **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 so permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Property Owner(s):  Date: 6/23/14

THIS DOCUMENT PREPARED  
BY AND MAIL TO:

GRIFFIN & GALLAGHER  
10001 SOUTH ROBERTS ROAD  
PALOS HILLS, ILLINOIS 60465  
(708) 598-6800

DECLARATION OF PARTY WALL RIGHTS, COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
WILLOWBROOK BUSINESS CENTER OFFICE PARK ASSOCIATION

THIS DECLARATION of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for WILLOWBROOK BUSINESS CENTER OFFICE PARK ASSOCIATION (the "Declaration") made this 16th day of June, 2014, by Willowbrook Business Center, LLC its successors and/or assigns (hereinafter "Declarant"):

**RECITALS**

- A. Declarant is the record owner of certain real estate in the proposed development area commonly known as WILLOWBROOK BUSINESS CENTER in the Village of Willowbrook, County of DuPage, State of Illinois, which is legally described in Exhibit A attached hereto (the "Property").
- B. Willowbrook Business Center, LLC, an Illinois Limited Liability Company, is the Developer herein ("Developer").
- C. Developer intends to develop and improve the Property with commercial and/or industrial buildings, together with walk ways, landscaping, parking areas, and signs, if any, and other improvements for the common use and enjoyment of the owners, occupants and invitees of said commercial and/or industrial units.

- D. Developer intends to submit the Property to the provisions of this Declaration and to form an Illinois not-for-profit corporation known as WILLOWBROOK BUSINESS CENTER ASSOCIATION, INC., for the purpose of owning, maintaining and administering certain portions of the Property (as defined herein) and the facilities and improvements thereof, as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following party wall rights, covenants, conditions, easements and restrictions, all of which shall run with the land and be binding on all parties having or acquiring any rights, title or interest therein or any part thereof, and shall inure to the benefit of each Owner thereof.

## **ARTICLE 1** **DEFINITIONS**

The following words when used in this Declaration or in any Supplementary Declaration (as defined herein) shall, unless the context shall prohibit, have the following meanings:

- 1.01 Access Area. The unenclosed sidewalks from time to time or at any time located or constructed upon the Units and utilized for ingress, egress and access to, from and through the Property.
- 1.02 Additional Property. Intentionally Omitted.
- 1.03 Association. WILLOWBROOK BUSINESS CENTER ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.
- 1.04 Board. The Board of Directors of the Association.
- 1.05 Bylaws. The Bylaws of the Association set forth in this Declaration, as may be amended from time to time.
- 1.06 Common Area. That portion of the Property designated herein, designated on the Plat(s), if any, designated on the Plat of Subdivision, if any, and/or designated on the Annexation Agreement, if any, including but not limited to the following if applicable: (i) entrance monuments; (ii) ponds; (iii) detention/retention areas; (iv) storm water management facilities; (v) wetlands; (vi) swales, culverts, inlets, drainage pipes, appurtenant drainage lines and ditches; (vii) landscaping and/or berms; (viii) parkway trees; (ix) sidewalks, paths, street lights, if not maintained by the applicable governmental entity or the Owner; (x) parking areas and/or parking stall; and (xi) all other common structures and other identification features of the Property, together with all improvements and facilities at any time located thereon.

- 1.07 Common Interest Property. Real Estate with respect to which, any person, by virtue of his or her ownership, of a partial interest, or unit, in the property, is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes, of other real estate, described in a declaration, that is administered by an association.
- 1.08 Declarant. Willowbrook Business Center, LLC a Illinois Company, its successors and/or assigns.
- 1.09 Developer. Willowbrook Business Center, LLC a Illinois Company, its successors and/or assigns.
- 1.10 First Mortgagee. A bona fide lender holding a validly recorded mortgage or trust deed on a lot or the Common Area which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said lot or Common Area.
- 1.11 Member. Every Owner of a Unit.
- 1.12 Non-maintenance Area. Any ground area outside of the walls of any commercial Unit is designated as a non-maintenance area which is not maintained by the Unit Owner but which is maintained by the Association.
- 1.13 Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Unit, including contract sellers having such interest merely as security for the performance of an obligations.
- 1.14 Party Walls. Each wall built as part of the original construction of the Units upon the Property and placed on the vertical or horizontal dividing line between the Units and/or serves two or more Units.
- 1.15 Plat of Subdivision. Plat of Subdivision previously recorded \_\_\_\_\_ as Document #R20\_\_\_\_\_ in DuPage County Illinois affecting the Property and any portion thereof including any subsequent Plats of re-Subdivision or Certificates of Correction.
- 1.16 Plat. Any Plat of Survey, recorded or unrecorded, prepared by an Illinois licensed Surveyor, affecting the Property or any portion thereof.
- 1.17 Property. The real estate described in Exhibit "A", attached hereto.
- 1.18 Storm Water Detention Facilities. The Storm Water Detention Facilities shall mean the storm water detention facilities located anywhere on the Property.

- 1.19 Unit. Any plot of land shown upon the Plat which is designated as a separate lot thereon and which is improved with commercial office space or industrial office space.

**ARTICLE 2**  
**ANNEXATION OF ADDITIONAL PROPERTY**

Intentionally Omitted.

**ARTICLE 3**  
**MEMBERSHIP AND BOARD OF DIRECTORS**

- 3.01 Membership. Every owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.
- 3.02 Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Unit such member owns, provided that in no event shall more than one (1) vote be cast with respect to any Unit. If more than one person is the record owner of any Unit, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Unit shall be exercised as such Owner of that Unit shall designate. Such designation shall be made in writing to the Board (as defined herein) or in such other manner as may be provided in the by-laws of the Association attached hereto as Exhibit "C" (the "By-Laws"). Developer shall designate the person who shall exercise the voting rights with respect to the Units owned by Declarant.
- 3.03 Board of Directors. The Association shall be governed by a Board of Directors (the "Board") comprised of not less than three (3) persons, duly appointed or elected as provided herein and in the By-laws; provided, however, that the number of persons comprising the Board may be increased, in the discretion of Developer, by written notice to the Association provided, further, that in no event shall the number of persons comprising the Board exceed eight (8). Except for directors appointed by Developer, all directors shall be members of the Association. The Board shall govern the Association in the exercise of the rights of the Association and performance of the Association's obligations in accordance with the terms and provisions of this Declaration and the By-laws, as amended from time to time. Prior to the appointment of the first Board, the Developer shall exercise all rights, powers and privileges and act in the capacity of the Board and may perform all its functions as set forth in this Declaration and in the By-laws.

- 3.04 Appointment of Directors by Developer. Notwithstanding anything in this Declaration or the By-laws to the contrary, the first and each subsequent Board shall consist of, and vacancies on the Board shall be filled by, such persons as Developer shall from time to time appoint, who may but need not be members of the Association, until the first to occur of any one of the following events: (a) the expiration of ninety (90) days after the sale and transfer of title by Declarant of seventy-five (75%) percent of the total number of units; (b) three (3) years from the recording of this declaration; or (c) Developer, by written notice to the Association, voluntarily elects to release its right to appoint all members of the Board. Without the prior written consent of Developer, neither the Articles of Incorporation of the Association nor the By-laws shall be amended, modified or changed to in any way diminish the authority of the Board while the Developer has the right to appoint any members of the Board. Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining members of the Board for the period hereinabove specified. All directors not appointed by Developer shall be elected as hereinafter provided.
- 3.05 Election of Directors by Members. Upon termination of Developer's right to appoint any or all of the directors as provided in the preceding paragraph, those directors not subject to appointment by Developer shall be elected by the members of the Association at a meeting called by the President of the Association, by Developer, or by any three (3) members of the Association. Such meeting shall be called by notice sent in accordance with the By-laws.
- 3.06 Director and Officer Liability. Neither the Developer, who in their representative capacity acts as either a director and/or officer, nor the directors, nor the officers, shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever, including but not limited to deficiencies in the reserve account and/or failure to fund the reserve account, while acting in the capacity of such directors or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to third parties arising out of the contracts made by or other acts of the directors and officers of behalf of the Owners or the Association or arising out of their status as directors or officers, unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be

operative with respect to (i) any matter as to which any such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer.

- 3.07 Governing Law. Except as otherwise provided in this Declaration, the Association, its Board, the officers and members of the Association shall be governed by the Illinois general not for profit corporation act.

#### **ARTICLE 4**

#### **EASEMENTS AND PROPERTY RIGHTS**

- 4.01 Easements of Use and Enjoyment. Declarant hereby grants a perpetual, non-exclusive easement, over and upon the Common Area for the benefit of the Property, and every Owner shall have a right and easement, of use and enjoyment and a right of access to and of pedestrian and vehicular ingress and egress on, over, across, in, upon and to the Common Area, and such right easement shall be appurtenant to and shall pass with title to every Unit, subject to the rights of Declarant and Developer reserved in this Declaration, and the rights of others granted in this Declaration and the following rights of the Association exercised in the manner provided in the By-laws:
- a. To adopt rules and regulations governing the use, operation and maintenance of the Common Area.
  - b. To borrow money for the purpose of improving the Common Area and facilities located thereon and with respect to any recreational facilities comprising a part of the Common Area in aid thereof to mortgage that part of the Common Area, provided that the rights of any such mortgagee in and to the Common Area and facilities located thereon shall, in the event of default, be limited to a right, after taking possession of such properties, to charge admission and other fees for the use and enjoyment by the Owners of any recreational facilities that may be situated thereon until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board, by a majority of the members of the Association, other than Declarant, voting at a general or special meeting duly called and held in accordance with the By-laws, and by the First Mortgagees as provided in Section 7.01; provided that as long as Declarant owns one or more Units, Developer's written consent to any such mortgage shall also be required.

- c. To dedicate or transfer all or any part of the Common Area, or any utility system thereon, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members provided that as long as the Developer has the power to appoint any director of the Association, such instrument must also be signed by Developer.
- d. To pay for, out of the assessment funds, all taxes and assessments and other liens and encumbrances which shall be properly assessed or charged against the Common Area.

4.02 Easements of Access.

- a. Every Owner is hereby granted and reserved a perpetual non-exclusive easement for the purpose of reasonable ingress and egress from his Unit to, through and from all public and private ways which adjoin the Property through, over and across the Access Area; provided, however, that no Owner may remove, relocate, or cause to be removed or relocated, any portion of the Access Area now or hereafter located upon his Unit.
- b. The Association, Declarant, and Developer, and each of them, is hereby granted and reserved perpetual non-exclusive easements to, through, over and across the Property for the purposes of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by any of them pursuant to any provision of this Declaration.

- 4.03 Municipal Service Easements. Declarant hereby grants a perpetual non-exclusive easement to the applicable governmental entity over the Property to enforce all applicable laws, ordinances and regulations and for the purpose of providing police and fire protection and such other municipal services as the Association may request and the applicable governmental entity may agree to furnish. Furthermore, the applicable governmental entity and any other governmental authority having jurisdiction over the Property are hereby granted an easement to enter upon, on and over the Property for the purpose of inspecting the Property to determine whether the Common Area improvements, facilities and systems have been and are being properly maintained in conformity with the applicable ordinances and regulations. If it is determined that inadequate maintenance exists, the governmental authority shall give the Association written notice of such determination, including a description of the actions that must be taken to perform the necessary maintenance. If the Association fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, the governmental authority shall have the right, but not the obligation to perform such maintenance or other operations it deems necessary. If the governmental authority is required to perform such service, it shall be entitled to reimbursement

by the Association (including expenses, reasonable attorneys' fees and court costs). In the event the Association fails to pay such bill within the time required, the governmental authority may place and enforce a lien, pro-rata, against each Unit, which lien and right of recovery shall include expenses, reasonable attorneys' fees, and court costs. Failure of the governmental authority to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. Notwithstanding any other provision of this Declaration, the rights granted to the governmental authority under this section shall not be modified in any manner without the written approval of the governmental authority.

- 4.04 Utility Easements. The Declarant, the Association, and their respective representatives, employees and contractors and every subsequent Owner along with SBC, Commonwealth Edison Company, Nicor Gas, Peoples' Gas and all other suppliers of utilities serving the Property, are hereby granted and reserved a perpetual nonexclusive easement for the benefit of the Property, in, over, under, to and across the Property (including the Units) for the installation, laying, construction, operation, maintenance, renewal, repair and replacement of any and all public and private utility conduits, cables, wires, ducts, pipes, and other lines, and all associated equipment for the provision of utility services to the Property, including without limitation, those for the transmission and distribution of water, electricity, gas, telephone, common sewer lines, drainage, cable or satellite television. For so long as Declarant owns a Unit subject to the terms hereof, Developer shall have the right to connect to all utilities serving the Property.
- 4.05 Implied Easements. Declarant hereby acknowledges that, due to the length and complexity of this Declaration, certain omissions may have occurred in connection with the grants of various easements including, but not limited to, those for access, ingress and egress, use and enjoyment, utilities, light and air, support and maintenance. Declarant therefore hereby grants any easement omitted herein which easement is reasonably implied from and by the provisions and scheme of this Declaration and is reasonably necessary for the purpose of furthering the beneficial purposes and intentions of Declarant as expressed in this Declaration.

- 4.06 Encroachments. In the event that (a) by reason of design, construction, location, repair, settlement, shifting or movement, any commercial dwelling or other improvement as originally constructed by Developer on any Unit or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Unit or upon the Common Area, or (b) by reason of such design, construction, location, repair, settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of the design or construction of utility, ventilation and exhaust systems, as originally constructed by Developer, any mains, pipes, ducts or conduits servicing any Unit or more than one Unit, encroach or shall hereafter encroach upon any part of any Unit, or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Unit or Common Area to maintain, repair and replace such encroachment are hereby established and shall exist for the benefit of such Unit or the Common Area, as the case may be, so long as such commercial dwelling or other improvement shall remain standing; provided, however, that if any such commercial dwelling or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provide further that in no event shall a valid easement for any encroachment or use of the Common Area be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Common Area by other or if it occurred due to the willful conduct of any Owner.
- 4.07 Transfer of Common Area to Association. Declarant will convey to the Association and the Association shall accept the Common Area herein described and any additions thereto, together with such facilities and improvements as the Developer may elect to install thereon and subject to such easements as the Developer may cause to be placed thereon, and at such time or times as the Developer shall determine, provided that all Common Area shall be conveyed to the Association by the date upon which Developer shall cease to have the right to appoint one or more members of the Board. At the time of any such conveyance to the Association, the Association shall assume and agree to perform the obligations of Declarant, Developer and the Association under this Declaration with respect to the property so conveyed.

- 4.08 Agreement for Grant of Easements. In the event, at any time after the recording of this Declaration, Declarant or Developer shall deem it necessary to do so, Declarant may (i) reserve or grant easements for the benefit of the Property in, over, under, to and across the Property for the installation, construction and maintenance of any and all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment for the provision of utilities services for the Property, including without limitation, those for the transmission and distribution of water, electricity, gas telephone, sewage, drainage, cable or satellite television, and (ii) dedicate any portion of the Common Area to any public or quasi-public utility or to any governmental authority for the installation, construction and maintenance of any such utilities and for ingress and egress thereto. For so long as Declarant owns a Unit subject to the terms hereof, Developer shall have the right to connect to all utilities serving the Property.
- 4.09 Rights of Occupants. All persons who, by ownership, lease, or other equitable interest, lawfully occupy a Unit shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Unit.
- 4.10 Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors or assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Existing Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- 4.11 No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

- 4.12 Certain Rights Reserved to Developer. The right is reserved by Declarant for Developer, or its agents, to place and maintain on the Property all models, sales offices, advertising signs and banners and lighting in connection therewith, and other promotional facilities at such locations and in such forms as shall be determined by Developer. There is also reserved to Developer, its agents and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Property. Declarant also reserves the right for Developer to maintain on the Property without charge (i) a general office for the purpose of exercising the development and management rights and (ii) appropriate permanent and transient parking facilities for the employees of Developer and of Developer's agents and for prospective purchasers of lots in the Property. Developer's aforesaid reserved rights shall exist at any time Developer is engaged in the sale or leasing of lots on the Property, and no charge shall be made with respect thereto. In connection therewith, Declarant hereby reserves for the benefit of Developer a non-exclusive easement to, through, over and across the Property for the purpose of exercising the rights reserved to Developer pursuant to this Declaration. Such rights of Developer shall continue until the sale or rental of all Units located on the Property unless Developer, by written notice to the Association, elects to terminate such rights prior to such date. All rights and easements created by this Declaration are subject and subordinate to the development rights of Developer, whether or not inconvenience to any Owner shall result therefrom; provided, however, that Developer shall not exercise any of such rights in a manner so as to prevent the exercise of the rights of use and enjoyment of the Common Area.

## ARTICLE 5

### OBLIGATIONS OF ASSOCIATION AND OWNERS WITH RESPECT TO MAINTENANCE AND ADMINISTRATION OF THE PROPERTY

- 5.01 Association's Obligations. In addition to all other rights, powers and duties for the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and Units respectively, the cost and expense of which shall be paid for by the Association from assessment funds:

- a. Common Area. The Association shall maintain, repair, replace and manage the Common Area, the Non-maintenance Area and all facilities and improvements thereon, and, without limiting the generality of the foregoing, provide for snow removal, above a minimum level, as defined by the Board and scavenger services, maintain continuously in force comprehensive liability, hazard and other insurance, maintain all underground utilities located in the Common Area serving the Property (including water pipes, sanitary and storm sewer lines, telephone and electrical cables and gas mains) to the extent that the responsibility to maintain such utilities has not been assumed by any public utility agency, the applicable governmental entity Sanitary District, the applicable governmental entity, or other governmental authority or agency, or any Owner, pay all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, pay all sums due the applicable governmental entity for the enforcement of local laws and provide such other services for the Common Area as the Board deems to be in the best interests of the Association and its members.
- b. Units. With respect to the Units and the improvements thereon, the Association shall provide for the following: all painting, staining, refinishing, maintenance, repair, replacement and tuckpointing of the exterior surfaces of the Units, including, without limiting the generality of the foregoing, all roofs, sidings, outer walls, shutters, but excluding all screens, doors and glass surfaces (which shall be the Owner's responsibility), except that the Association shall paint and stain the exterior surfaces of the outer doors; maintenance, repair and replacement of sidewalks (except snow removal e.g. deck, patio, porch, if any and roof); all lawn mowing (except fully enclosed rear yards or rear yards which have been made inaccessible by enclosures installed on adjacent Units); and such other services as the Board deems to be in the best interest of the Association and its members; provided, however, that the Association's obligation under this subparagraph with respect to sidewalks and exterior surfaces of Units shall be limited to maintenance, repair and replacement due to normal wear and tear.

- c. Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Owner on their individual Unit. In the event the Unit real estate taxes are not issued a separate real estate tax bill, then, in such case, the amount due from each Owner shall be allocated between each Owner and the Developer as follows and shall be determinative as to each Owners share whether or not said calculations are in conflict with the Assessors' calculations: (i) The vacant land estimated or final tax bill shall be determined by multiplying the current vacant land assessment by the most recent ascertainable state and local equalizer (vacant land portion) and by then dividing the vacant land portion of the tax bill by the number of Units in the applicable phase of the Development and by then dividing same by 365/366 to obtain the per diem (per diem), and by then multiplying the number of days the Developer and the Owner each owned the Unit to obtain the Developers and each Owners' vacant land share; (ii) The improvement estimated or final tax bill shall be allocated between the Owners only (not including the Developer who shall not be responsible for payment of any taxes assessed on an improvement basis) and shall be determined by dividing the number of days each Owner owned their Unit into the multiple of 365/366 multiplied by the number of Units in the applicable phase of the Development to obtain each Owners' percentage share of the total improvement assessment (Owners Percentage) and each Owners Percentage shall be multiplied by the current improvement assessment multiplied by the most recent ascertainable state and local equalizer (improved portion) to obtain each Owners improvement share. In the event the tax bill is assessed against more than one Unit, and in the further event an Owner fails to pay his/her share within a reasonable time after the tax bill is issued, the Association shall pay the outstanding tax bill and charge the cost thereof to such Owner as his/her personal obligation. Any real estate tax payment made by the Association shall be a continuing lien upon the nonpaying Owners' Unit in the aggregate amount of (i) the cost thereof, (ii) penalties and interest lawfully assessed by the County and (iii) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Unit in the hands of such Unit Owner(s), their heirs, devisees, personal representatives, grantees and assigns. In the event the Owner does not fully repay the Association within 30 days after payment of their Units' real estate taxes, such lien may be foreclosed against the Unit and shall be enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

5.02 Owner's Obligations. The Owner shall have the following duties with regard to their Units, the cost and expense of which shall be paid for by the Owner:

- a. Units. Each owner, at his sole cost and expense, shall maintain, repair and replace his Unit and the improvements thereon, keeping the same sightly and in good condition and repair, including, without limitation, the watering and replacement of shrubs, trees, grass and other landscaping, snow removal (e.g. deck, patio and porch, if any, and roof), window washing and repair, and the maintenance of all underground utilities serving his Unit, to the extent that the responsibility to maintain such utilities has not been assumed by any public utility agency, the applicable governmental entity, or other governmental authority or agency, or the Association. Each Owner shall be responsible for the cost of maintenance, repair and replacement of such exterior surfaces, walks and landscaping on his Unit resulting from causes other than normal wear and tear, including, without limitation, damage caused by acts of God or other hazards (whether or not covered by insurance) or by the negligence or willful or wanton conduct of the Owner or any other person (except that the Association shall be liable for any damage to a Unit or any improvements thereon caused by the negligence or willful, wanton or intentional acts of an employee, agent or independent contractor of the Association while acting for or on behalf of the Association). In the event any Owner shall fail to perform any of the foregoing obligations, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right (but not the obligation), through its employees and agents or through independent contractor's upon reasonable notice or, in the case of an emergency, without notice, to enter upon any Unit and, if required, into any commercial dwelling, to repair and maintain the Unit and the improvements situated thereon. Each Owner, by acceptance of a deed for his Unit, hereby covenants and agrees to pay the Association the cost of such repairs and maintenance, upon demand, and the Association shall have a lien upon said Unit enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. The Association shall be responsible for and shall repair any damage caused by it in the exercise of its rights hereunder.

- b. **Insurance.** The Owner shall keep the Unit, as well as his additions and improvements thereto, constantly insured, covering the full insurable replacement cost of his Unit, for the benefit of the Association, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State where the Unit is located, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the Unit is situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it), and such other appropriate insurance as the Association may require from time to time. All insurance policies and renewals must name the Association as an additional insured, must contain, if possible a waiver of subrogation rights by the insurer against the other Unit Owners and the Association, must be approved by and acceptable to the Association, must provide for payment to the Association in the event of loss, must require 30 days notice to the Association in the event of nonrenewal or cancellation, and must be delivered to the Association within thirty (30) days prior to their respective effective dates. Should the Owner fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Association, then the Association, at its option, without inquiry into whether or not the Unit is currently insured, may, but need not, have the insurance written or renewed and pay the premiums for the account of the Owner. All sums paid for procurement or renewal of the insurance premium, for enforcement of collection, and all expenses paid or incurred in connection therewith, including attorney's fees, shall become a lien upon said Unit enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. Inaction of the Association shall never be considered as a waiver of any right accruing to the Association on account of any default hereunder on the part of the Owner.
- c. **Repair and Reconstruction.** In the event of damage to or destruction of any commercial dwelling or other improvement installed by Developer on any Unit, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design in conformance with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within a reasonable time after such damage or destruction occurs, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as

his personal obligation and shall be a continuing lien upon said Unit to which any repair or rebuilding is furnished by the Association in the aggregate amount of (i) the cost thereof, (ii) interest at 18% or at the maximum rate permitted by the laws of Illinois, and (iii) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Unit in the hands of such Unit Owner(s), their heirs, devisees, personal representatives, grantees and assigns. In the event the Unit Owner does not fully repay the Association within 30 days after repair and/or reconstruction, such lien may be foreclosed against the Unit and shall be enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

- 5.03 Maintenance of the Common Area Prior to Conveyance to Association. Notwithstanding the retention by Declarant of title to all or any portion of the Property designated as Common Area, the Association shall pay or reimburse the Developer for all real estate taxes and all other costs and expenses arising out of or incident to the ownership, maintenance and repair of such portion of the Common Area that is available for use by the Owners to the same extent as such costs and expenses would be the obligation of the Association if it were the record owner thereof.
- 5.04 Condemnation. In the case of a condemnation or taking by eminent domain (a "taking") by competent authority of any part of the Common Area, the Association shall, if necessary, restore the improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards made to the Association in connection with any such taking shall be applied first to the cost of any restoration, with the balance to be used by the Association to carry out its obligations under this Declaration.

**ARTICLE 6**  
**COVENANT FOR ASSESSMENTS**

- 6.01 **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of a Unit (excluding Declarant), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenants and agree to pay to the Association, for each Unit owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Unit against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Unit at the time when such assessment fell due.
- 6.02 **Purpose of Assessments.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, repair and replacement of portions of the Units and the exterior surfaces of certain improvements thereon, as hereinabove provided, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By- laws.
- 6.03 **Assessment Procedure - Annual Assessments.**
- a. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area and those portions of the Units for which the Association is responsible, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before January 1 of the ensuing year, each Owner, jointly and severally, shall be personally liable for and obligated to pay the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section.

On or before April 15 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting of actual expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be, at the election of the Board, applied to the reserve account or credited to the next monthly installment due under the current year's estimate, until exhausted, and one-third (1/3) of any net shortage shall be added to the installments due in each of the succeeding three (3) months after rendering of the account. Such adjustment shall be allocated among the Units that were subject to assessment during the prior year in the proportion that the annual assessment against each Unit during the year bears to the annual assessment against all the Units during that year.

- b. If said annual assessments prove inadequate for any reason, including nonpayment of any owner's assessment, the Board may, subject to the limitations on the use of capital reserves, charge the deficiency against existing reserves subject to assessment, or may levy a further assessment which shall be assessed equally against all Units. The Board shall serve notice of such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than fifteen (15) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.
  
- d. When the first Board elected hereunder takes office, it shall prepare a budget for the period commencing thirty (30) days after said election and ending on December 31 of the year in which said election occurs. Monthly assessments shall be levied against all Units subject to assessment during said period as provided in Section 6.01 hereof.
  
- e. The failure or delay of the Board to prepare or serve the annual or adjusted-estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

- 6.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Area, and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-laws, any such assessments which in one year exceed \$1,000.00 shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by members at a general or special meeting duly called for that purpose or, in lieu of such member's meeting, by an instrument signed by the members owning two-thirds (2/3) of the Units. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board, or, where applicable, as approved by the members and shall be used only for the specific purpose for which such assessment was levied.
- 6.05 Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, each Owner shall, as to each installment of the annual assessment paid by him, be deemed to have made a non-refundable capital contribution to the Association in the proportion that the amount of such designated capital reserve bears to the total annual budget. Such proportion of each annual assessment installment paid to the Association shall be segregated and maintained by it in a special capital reserve account to be used solely for making major repairs and replacements to the Common Area, to those portions of the Units and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder. **AT THE ELECTION OF THE DEVELOPER, THE RESERVE ACCOUNT MAY OR MAY NOT BE FUNDED, AND THE ANNUAL BUDGET MAY OR MAY NOT PROVIDE FOR THE COLLECTION OF CAPITAL RESERVES DURING THE PERIOD THAT THE DEVELOPER CONTROLS THE ASSOCIATION, EXCEPT AS SET FORTH IN 6.06 HEREINBELOW.**
- 6.06 Initial Capital Contribution. At each closing of the sale of a Unit by the Declarant after the recording of this Declaration, the Owner purchasing such Unit will be required to make a capital contribution to the Association in an amount equal to \$\_\_\_\_\_, or if no amount specified, twice the monthly installment of the annual assessment for such Unit then in effect. Such payment shall be held and used by the Association as a working capital reserve.

- 6.07 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which require approval of the members shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting members, in person or by proxy, having sixty percent (60%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 6.08 Uniform Assessments. Both annual and special assessments must be fixed as a uniform rate for all Units, provided that no Unit owned by the Declarant shall be subject to assessment unless the Unit thereon is completed and is occupied.
- 6.09 Commencement of Annual Assessments. Annual assessments shall commence upon conveyance of the first Unit by Declarant after the recording of this Declaration.
- 6.10 Assessments on Units Owned by Declarant or Developer. Notwithstanding the foregoing, the monthly assessment for each Unit subject to assessment hereunder shall be established by the Developer. While the Declarant or Developer holds title to unoccupied Units and in lieu of paying monthly assessments on unsold units, the Developer shall pay to the Association only the amount, if any, by which actual operating expenses exceed the aggregate of the assessments established and due from Owners (excluding declarant) pursuant to this paragraph. Actual operating expenses means those expenses actually incurred that are reasonably necessary to normal maintenance and operation of the Common Area and of those portions of the Units and the improvements thereon which the Association is to provide pursuant to Section 5.01(b), and does not include capital expenditures, reserves, prepaid items, inventory items or similar expenses to the extent attributable to any subsequent period. Except as set forth herein, the developer shall have no obligation to pay assessments for unsold or unoccupied units.

6.11 Collection of Assessments. If a Unit Owner is in default in the payment of the aforesaid charges or assessments, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due legal interest and the costs of said suit to include the managing agent's fees and costs attributable to collecting the delinquent assessments as well as reasonable attorney's fees and costs. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved. Notice of the lien may be recorded by the board, or if the developer has a majority of seats on the board and the board fails to do so, any unit owner may record notice of the lien. Upon the recording of such notice the lien may be foreclosed by an action brought in the name of the board in the same manner as a mortgage of real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit Ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien or as otherwise provided by law. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder upon due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with PENALTIES AS APPROVED BY THE board and interest thereof, at eighteen (18%) percent or the maximum rate permitted by law, whichever is less, and all fees and costs (including managing agent's and attorney's fees and costs) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five (5) days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in the Illinois Code of Civil Procedure, as amended, (735 ILCS 5/9-101 et seq), also known as the Forcible Entry and Detainer Act, approved February 16, 1874 and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

- 6.12 No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by any act or omission including without limitation non-use of the services provided by the Association, the Common Area or abandonment of his Unit.
- 6.13 Subordination of the Lien or Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Unit by a bona fide lender. Each holder of a first mortgage on a Unit who obtains title, or comes into possession of that Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments or charges which have accrued prior to such acquisition of title or possession.

## **ARTICLE 7**

### **RIGHTS OF FIRST MORTGAGEES**

In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

- 7.01 Right of Approval. Unless at least 75% of the first mortgagees (based upon one vote for each Unit encumbered by a mortgage) of individual Units ("First Mortgagees") have given their prior written approval, the Association shall not:
- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Units and the Owners. (The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.)
  - b. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit and the Owner thereof as provided in Article 6, subject, however, to the provisions in Section 2.03 hereof. (c) By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any commercial dwelling or garage on a Unit, the exterior maintenance of any such commercial dwelling or garage, the maintenance of party walls or common fences and driveways, or the upkeep of laws and planting on the Property.

- 7.02 Examination of Books and Records. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.
- 7.03 Option to Pay Taxes, Insurance Premiums. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.
- 7.04 Notice of Default. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by an Owner in the performance of such Owner's obligations hereunder or under the By-laws or rules and regulations of the Association which has not been cured within thirty (30) days.
- 7.05 Amendment. This Article 7 may be amended only with the written consent of 75% of the First Mortgagees (based upon one vote for each Unit encumbered by a mortgage).

## **ARTICLE 8**

### **COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

The Units and Common Area shall be occupied and used only as follows:

- 8.01 Commercial Use or Industrial Use. No part of the Property shall be used for purposes other than commercial business or industrial business, parking and related common purposes for which the Property was designed. Each Unit shall be used as a commercial or industrial business and for no other purposes, subject to such reasonable rules and regulation as may be adopted by the Board.
- 8.02 Parking. The outdoor parking areas shall be used for the parking of passenger automobiles, subject to such rules and regulations as the Board may prescribe. No boats, trailers, trucks, motorcycles, motor scooters or other vehicles or property of any kind shall be parked or stored thereon unless permitted by such rules and regulations. Every Owner, occupant and other person shall be responsible for his personal property located or kept in the outdoor parking areas. Neither the Board nor the Association shall be considered the bailee of any such personal property nor shall either be responsible for any loss or damage thereto, whether or not due to the negligence of the Board and/or the Association.
- 8.03 Obstructions. There shall be no obstruction of the Common Area, nor shall ready access to any Unit be obstructed or impeded in any manner.

- 8.04 Waste. No Owner shall permit anything to be done or kept on his Unit or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed on any Unit or in the Common Area.
- 8.05 Window Accessories. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any commercial dwelling, including canopies or awnings and antenna, shall be subject to the rules and regulations of the Board.
- 8.06 Animals. Unless the zoning code otherwise provides, no animals of any kind shall be raised, bred or kept on any Unit. Notwithstanding the foregoing, no animals of any kind shall be raised, bred or kept upon the Common Area.
- 8.07 Noxious Activities. No noxious or offensive activity shall be conducted on any Unit or in the Common Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.
- 8.08 Conduct of Business. No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Unit unless permitted and in compliance with the applicable governmental entity zoning code. Notwithstanding the foregoing, no lewd and lascivious industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any Unit whether or not permitted under the applicable governmental entity zoning code.
- 8.09 Signs. No signs (including without limitation "For Sale" or "For Rent" signs), advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as the applicable governmental entity and the Board may approve. In the event the applicable governmental entity proscribes no rules or regulations as to the maintenance of signs, advertising or other displays, then the Board, in its sole discretion, may proscribe reasonable rules and regulations as to the location and the form of signs, advertising or other displays permitted. Notwithstanding the foregoing, the right is reserved by Developer or its agents to place and maintain on the Common Area or any Unit it owns, as long as Developer is engaged in sales or leasing activities in connection with the Property or any portion of the Additional Property (whether or not added to the Property), sales models, a sales or leasing office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the Developer shall determine. Declarant hereby grants to Developer, its agents

and prospective purchasers and lessees, the right of ingress and egress in and through the Common Area and Access Area, for or incident to such sales or leasing purposes and, during construction by the Developer, the right of ingress and egress in and through the Common Area in connection with such construction. The provisions of this paragraph shall inure to the benefit of any assignee of Developer.

- 8.10 Alterations. Except as constructed or altered by or with the permission of the Developer, nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board.

## **ARTICLE 9**

### **PARTY WALLS**

- 9.01 Applicable Law. Each wall which is built as a part of the original construction of the commercial units upon the Property and placed on the dividing line between the Units and/or serves two or more commercial units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 9.02 Cost of Repair, Maintenance and Replacement. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who make use of the wall, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by such Owner.
- 9.03 Damage or Destruction. If a party wall is destroyed or damaged by fire or other casualty any Owner whose Unit is served by such wall may restore it, and the other Owners who shared the use of such wall shall promptly contribute to the cost of restoration thereof equally without prejudice, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- 9.04 Exposure to Elements. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- 9.05 Right of Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**ARTICLE 10**  
**ARCHITECTURAL CONTROL**

- 10.01 General Review and Approval. No building, fence, wall, deck, porch, antenna, awning or other structure shall be commenced, erected or maintained upon the Property or upon any Unit, commercial dwelling or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, except such as are erected or approved by the Developer and/or the Board, until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee fail to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
- 10.02 Television Antenna & Satellite Dish. Notwithstanding the provisions of the Section immediately preceding, no outdoor television antenna and/or Satellite Dish shall be affixed to or placed upon the exterior walls or roof of any commercial dwelling or other improvement on a Unit or upon any other portion of a Unit, or on any portion of the Common Area, without the prior written consent of the Board and the Developer; provided that an outdoor television antenna and other components of a community antenna television service system may be affixed to or placed upon any Unit or improvement thereon and upon the Common Area only with the written consent of the Developer and no Board or other consent shall be required or be effective.
- 10.03 Fences. Notwithstanding the foregoing, any fence installed upon the Property shall comply with all provisions of applicable law.

**ARTICLE 11**  
**LEASE OF UNITS**

Any lease agreement between an Owner and a Lessee shall be in writing, shall be for a period of not less than one year, shall cover all, or a portion of, the Unit, and shall provide that the terms of such lease are subject to, and such lessee shall comply with, the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association and that failure by the lessee to comply with the terms of such documents, rules and regulations shall be a default under said lease. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant or Developer, to lease any Unit or any portion of a Unit it owns.

**ARTICLE 12**  
**GENERAL PROVISIONS**

- 12.01 Management and other Contracts. The Developer hereby reserves the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and its property during all or any portion of the period Developer has the right to appoint directors to the Board. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party for cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods. Any other contract providing for services by the Developer must provide for termination on ninety (90) days written notice and be for a maximum contract term of three years.
- 12.02 Enforcement. The Board of Directors of the Association shall have standing and capacity to act in a representative capacity on behalf of the Owners. In furtherance of the foregoing and in addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at 18% per annum, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Unit and be enforceable as provided in Article 6.
- 12.03 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions or covenants and the application thereof shall remain unaffected to the extent permitted by law.

- 12.04 Title in Land Trust. In the event title to any Unit is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.
- 12.05 Amendment, Change, Modification, or Rescission. No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Declarant or Developer, including but not limited to Declarant or Developers' right to rent Units, may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. The provisions of this Paragraph 12.05 may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, the Developer and all of the Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Except for amendments to this Paragraph 12.05, and except as elsewhere provided in this Declaration, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under these Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission, made in accordance with this Declaration, shall be effective upon the recording of such instrument in the office of the DuPage County, Illinois Recorder.

- 12.06 Special Amendment. Notwithstanding any other provision of this Declaration, the Declarant and the Developer and each of them singly reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of any applicable local ordinance or the requirements of any institutional lender issuing a commitment to the Declarant, to the Developer or to a Purchaser or (ii) correct clerical or typographical errors in this declaration, or (iii) complete the data on the plat after improvements constructed at any time on the Parcel are completed by the Developer or (iv) modify or amend this Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. In furtherance of the foregoing, each Owner and each holder of mortgage, trust deed, or lien affecting any Unit and each person having any other interest in the Property hereby grants to the Declarant and Developer and each of them (and the Declarant hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Owner and each such holder or person to make, sign and record on behalf of each Owner and each such holder and person any amendment described in this Paragraph 12.06. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit or the property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the afore-described power of attorney to the Declarant, Developer, and each of them, to make, sign and record on behalf of each of the Owners, holders and persons described in this Paragraph any amendment described in this Paragraph.
- 12.07 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, as shown in the records of the Association at the time of such mailing.

- 12.08 Binding Effect. The easements created by this Declaration shall be of perpetual duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than seventy-five (75%) percent of the Units has been recorded, agreeing to amend said covenants and restrictions in whole or in part.
- 12.09 Successors and Predecessors of Declarant or Developer. No party exercising rights as Declarant or Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.
- 12.10 Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and permitted assigns of Declarant, Developer and all persons that may have or hereafter obtain any interest in the Property.



CONSENT OF MORTGAGEE

\_\_\_\_\_ holder of mortgages on the property dated  
\_\_\_\_\_, 20\_\_\_\_ and recorded \_\_\_\_\_, 20\_\_\_\_ as document number  
\_\_\_\_\_ and dated \_\_\_\_\_, 20\_\_\_\_ and recorded  
\_\_\_\_\_, 20\_\_\_\_ as document number \_\_\_\_\_ hereby  
consents to the execution and recording of the within Declaration Owner and agrees that said  
mortgages are subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused this  
instrument to be signed by its duly authorized officers on its behalf, all done at \_\_\_\_\_,  
Illinois on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

PROPERTY  
EXHIBIT B

ADDITIONAL PROPERTY

Intentionally Omitted.

EXHIBIT C

BY-LAWS OF

WILLOWBROOK BUSINESS CENTER OFFICE PARK ASSOCIATION  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE 1

NAME OF CORPORATION

The name of this Not-For-Profit Corporation is WILLOWBROOK BUSINESS CENTER OFFICE PARK ASSOCIATION (the "Association").

ARTICLE 2

DEFINITIONS

All terms used herein shall have the meanings set forth in the Declaration including, without limitation:

- 2.01 Access Area. The unenclosed sidewalks from time to time or at any time located or constructed upon the Units and utilized for ingress, egress and access to, from and through the Property.
- 2.02 Additional Property. Intentionally Omitted.
- 2.03 Association. WILLOWBROOK BUSINESS CENTER ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.
- 2.04 Board. The Board of Directors of the Association.
- 2.05 Bylaws. The Bylaws of the Association set forth in this Declaration, as may be amended from time to time.
- 2.06 Common Area. That portion of the Property designated herein, designated on the Plat(s), if any, designated on the Plat of Subdivision, if any, and/or designated on the Annexation Agreement, if any, including but not limited to the following if applicable: (i) entrance monuments; (ii) ponds; (iii) detention/retention areas; (iv) storm water management facilities; (v) wetlands; (vi) swales, culverts, inlets, drainage pipes, appurtenant drainage lines and ditches; (vii) landscaping and/or berms; (viii) parkway trees; (ix) sidewalks, paths, street lights, if not maintained by the applicable governmental entity or the Owner; (x) parking areas and/or parking stall; and (xi) all other common structures and other identification features of the Property, together with all improvements and facilities at any time located thereon.

- 2.07 Common Interest Property. Real Estate with respect to which, any person, by virtue of his or her ownership, of a partial interest, or unit, in the property, is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes, of other real estate, described in a declaration, that is administered by an association.
- 2.08 Declarant. Willowbrook Business Center, LLC a Illinois Company, its successors and/or assigns.
- 2.09 Developer. Willowbrook Business Center, LLC a Illinois Company, its successors and/or assigns.
- 2.10 First Mortgagee. A bona fide lender holding a validly recorded mortgage or trust deed on a lot or the Common Area which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said lot or Common Area.
- 2.11 Member. Every Owner of a Unit.
- 2.12 Non-maintenance Area. Any ground area outside of the walls of any commercial Unit is designated as a non-maintenance area which is not maintained by the Unit Owner but which is maintained by the Association.
- 2.13 Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Unit, including contract sellers having such interest merely as security for the performance of an obligations.
- 2.14 Party Walls. Each wall built as part of the original construction of the Units upon the Property and placed on the vertical or horizontal dividing line between the Units and/or serves two or more Units.
- 2.15 Plat of Subdivision. Plat of Subdivision previously recorded \_\_\_\_\_ as Document #R20\_\_\_\_\_ in DuPage County Illinois affecting the Property and any portion thereof including any subsequent Plats of re-Subdivision or Certificates of Correction.
- 2.16 Plat. Any Plat of Survey, recorded or unrecorded, prepared by an Illinois licensed Surveyor, affecting the Property or any portion thereof.
- 2.17 Property. The real estate described in Exhibit "A", attached hereto.
- 2.18 Storm Water Detention Facilities. The Storm Water Detention Facilities shall mean the storm water detention facilities located anywhere on the Property.

- 2.19 Unit. Any plot of land shown upon the Plat which is designated as a separate lot thereon and which is improved with commercial office space or industrial office space.

ARTICLE 3  
PURPOSES AND POWERS

- 3.01 Purposes: The purposes of this Association are to perform all the obligations of the Association as set forth in the Declaration, including without limitation, owning, maintaining and administering the Common Area and the facilities and improvements thereon and those portions of the Units as designated therein; to promote the health, safety and welfare, and the common use and enjoyment thereof by its Members; and to exercise all the rights and powers granted the Association in the Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of the Declaration.
- 3.02 Powers: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these By-Laws.

ARTICLE 4  
OFFICES

- 4.01 Registered Offices: The Association shall have and continuously maintain in the State of Illinois a registered office and registered agent whose office shall be identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.
- 4.02 Principal Office: After the turnover Date, as hereinafter defined, the principal office of the Association shall be maintained as determined from time to time by the Board. Prior to the Turnover Date the location of the principal office shall be determined from time to time by Developer.

ARTICLE 5  
MEMBERSHIP AND VOTING RIGHTS

- 5.01 Membership: Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.

- 5.05 Notice of Meetings: Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered either personally or by mail to each Owner not less than five (5) nor more than forty (40) days before the day of such meeting. Said notice shall be given by or at the direction of the President, Secretary or persons calling the meeting. In case of a special meeting or when required by statute or these By-Laws, the purpose for which the meeting is called shall be stated in the notice. Notices of the meetings shall be in writing addressed to the Owner at the address furnished by him to the Association for the purpose of service of notices or if not such address has been furnished, to the Unit owned by such Owner. Notices addressed as above shall be deemed delivered when deposited in the United States mail, postage prepaid, or when personally delivered to that address.
- 5.06 Place of Meetings: All meetings of Members shall be held at such place in DuPage County, Illinois as determined by the Board.
- 5.07 Quorum: The presence at any meeting, in person and by proxy, of Owners having twenty percent (20%) of the total votes shall constitute a quorum for any action to be taken by the Members except as may otherwise be provided in the Declaration or in these By-Laws. Unless otherwise expressly provided in the Declaration or in these By-Laws any action that may be taken by the Members may be taken at any meeting at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. If a quorum is not present at any meeting, a majority of the Voting Members present may adjourn the meeting at any time, without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Voting Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.
- 5.08 Proxies: At all meetings of Members, a Voting Member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon termination by the Member of his interest in his Unit.

ARTICLE 6  
BOARD OF DIRECTORS

- 6.01 In General: The affairs of the Association shall be managed by the Board of Directors. At the initial meeting of the Voting Members, the Voting members shall elect the Board of Directors consisting of not less than three (3) nor more than eight (8) members, in accordance with the terms of the Illinois Not-For-Profit Act. In all elections for members of the Board of Directors, each Voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting of the Voting Members. At the first annual meeting no less than three (3) nor more than eight (8) Board members shall be elected in accordance with the terms of the Illinois Not-For-Profit Act. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each. The Voting Members having at least two-thirds (2/3rds) of the total vote may increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that (i) the number of Directors shall be within the variable range of not less than three (3) nor more than eight (8) members, (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually, and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt and as provided in the Declaration and/or in these By-laws. Except as provided elsewhere in the Declaration or in these By-Laws, all directors elected by the Members shall be Owners.
- 6.02 Appointment of Directors by Developer: Anything herein to the contrary notwithstanding, as provided in the Declaration, until the initial meeting of Members has been held following the Turnover Date, the Board shall consist of, and vacancies on the Board shall be filled by, such persons, not less than three (3), as Developer shall from time to time, appoint. Prior to the Turnover Date, Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining directors.
- 6.03 Election of Directors: At the initial meeting of Members after the Turnover Date the Voting Members shall elect the number of directors then in effect. In all elections for directors each Voting Member shall be entitled to vote on a noncumulative basis.

- 6.04 Annual Meetings: The Board shall hold an annual meeting of the Board within ten (10) days after each annual meeting of the Members, at such time and place as shall be fixed by the directors at the annual meeting of Members and no further notice to the directors of their annual meeting shall be necessary.
- 6.05 Regular Meetings: In addition to its annual meeting, regular meetings of the Board shall be held at such time and place as a majority of the Board shall by resolution determine, provided that there shall be not less than one regular meeting each calendar quarter. Notice of such regular meetings of the Board shall be given to each director personally, by mail or by telephone at least five (5) days prior to the meeting.
- 6.06 Special Meetings: Special meetings of the Board may be called by the President or a majority of the directors. The person or persons authorized to call such special meetings of the Board may fix the place within DuPage County, Illinois for holding any special meeting of the Board called by them.
- 6.07 Notice of Special Meetings: Notice of any special meeting of the Board shall be given at least three (3) days prior to any such meeting by written notice delivered personally or by mail to each director of his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.
- 6.08 Waiver of Notice; Contents of Notice: Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or by these By-Laws.
- 6.09 Informal Action: Any action required to or which may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all directors entitled to vote with respect to the subject matter thereof. Any such signed consent shall have the same effect as a unanimous vote of the directors.
- 6.10 Quorum: A majority of the directors serving from time to time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided that if less than a quorum is present a majority of the directors present may adjourn the meeting from time to time without further notice.

any Voting Members shall be required with respect to any rules or regulations, or any amendments or modifications thereof adopted by the Board prior to the Turnover Date.

- b. To cause the annual budget to be prepared, each owner to be notified of the annual and any special assessments against his Unit and to collect the same all in accordance with and as more fully set forth in the Declaration.
- c. To formulate policies for the administration, management, maintenance, improvement and operation of the Property.
- d. To provide for the designation, hiring and removal of employees and other personnel, including lawyers, engineers, architects and accountants, and to engage or contract for services to the Property.
- e. To procure and maintain such fire and extended coverage, public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring against such risks as the Board deems desirable.
- f. Subject to the provisions of the Declaration, to engage the services of a professional manager for the Association and the Property, and such other personnel and services, including accountants and attorneys, as the Board may, in its discretion, deem appropriate.
- g. To provide for the maintenance, repair, replacements, improvements and additions of and to the Common Area and the facilities and improvements thereon, and to the extent set forth in the Declaration, the Units and improvements thereon.
- h. To pay all taxes and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon.
- i. To cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.
- k. To exercise all other rights, powers, duties and authority vested in or delegated to the Board or the Association by the Illinois Not-For-Profit Corporation Act, the Declaration, or these By-Laws, not expressly reserved to the Members.

ARTICLE 9  
COMMITTEES

- 9.01 Board Committees: The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have the exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual directors, of any responsibility imposed upon it or him by law.
- 9.02 Special Committees: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.
- 9.03 Term: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.
- 9.04 Chairman: One member of each committee shall be appointed chairman.
- 9.05 Vacancies: Vacancies in the membership of any committee may be filled by appointed made in the same manner as provided in the case of the original appointments.
- 9.06 Quorum: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee may be filled by appointment made in the same manner as provided in the case of the original appointments.
- 9.07 Rules: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE 10  
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

- 10.01 Contracts: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.
- 10.02 Payments: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.
- 10.03 Bank Accounts: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.
- 10.04 Special Receipts: The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE 11  
FISCAL MANAGEMENT

- 11.01 Fiscal Year: The fiscal year of the Association shall begin on the first day of January each year, except that the first fiscal year shall begin at the date of incorporation, and shall end on the last day of December of each year.
- 11.02 Financial Statements: On or before April 15 of each year following the initial meeting of Members, the Association shall furnish its Members with a statement of the income and disbursements of the Association for such fiscal year and such other information set forth in the Declaration. As provided in the Declaration, an annual budget shall be adopted and communicated to the Members by December 15 of the prior year.
- 11.03 Annual Assessments: The Board in its sole discretion shall determine the monthly assessments subject to the terms, conditions and limitations set forth in the Declaration.

11.04 Special Assessments: Special assessments may be authorized pursuant to the terms set forth in the Declaration.

ARTICLE 12  
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Members. All books and records of the Association may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE 13  
SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

ARTICLE 14  
WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois, the provisions of these By-Laws or the Declaration, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 15  
AMENDMENTS

The By-Laws may be amended or modified at any time or from time to time at any meeting of the Board, by a majority of the directors then serving on the Board, provided that (i) no amendments affecting the rights granted by these By-Laws to Developer shall be effective unless consented to in writing by the Developer; (ii) no provision of these By-Laws shall conflict with the Declaration; and (iii) no amendment shall diminish the authority of the Board while Developer has the right to appoint any members of the Board.



GENERAL NOTES

- 1. Definition of terms
2. The CONTRACTOR is to include all firms, partnerships, or corporations...
3. The CONTRACTOR shall be responsible for the following...
4. The CONTRACTOR shall be responsible for the following...
5. The CONTRACTOR shall be responsible for the following...
6. The CONTRACTOR shall be responsible for the following...
7. The CONTRACTOR shall be responsible for the following...
8. The CONTRACTOR shall be responsible for the following...
9. The CONTRACTOR shall be responsible for the following...
10. The CONTRACTOR shall be responsible for the following...

STANDARD SPECIFICATIONS

- 1. The Standard Specifications, which apply to the construction work on shown...
2. The Standard Specifications, which apply to the construction work on shown...
3. The Standard Specifications, which apply to the construction work on shown...
4. The Standard Specifications, which apply to the construction work on shown...

SPECIAL PROVISIONS

- 1. EARTHWORK IMPROVEMENTS
2. Trough Excavation include:
3. Excavation of backfill and other materials...
4. Placement of the excavated material...
5. Construction of the excavated material...
6. Earth Retention include:
7. Excavation of backfill and other materials...
8. Placement of the excavated material...
9. Construction of the excavated material...
10. Earth Retention include:
11. Excavation of backfill and other materials...
12. Placement of the excavated material...
13. Construction of the excavated material...

Method of Measurement

- 1. Method of Measurement
2. Excavation shall be measured...
3. Retention walls shall be measured...
4. Foundations shall be measured...
5. Foundations shall be measured...
6. Foundations shall be measured...
7. Foundations shall be measured...
8. Foundations shall be measured...
9. Foundations shall be measured...
10. Foundations shall be measured...
11. Foundations shall be measured...
12. Foundations shall be measured...
13. Foundations shall be measured...
14. Foundations shall be measured...
15. Foundations shall be measured...

UNDESIGNED MARCH 2015

5'-x-7' Street Signs and Signs

Method of Measurement

Excavation shall be measured...

Retention walls shall be measured...

Foundations shall be measured...

Foundations shall be measured...

Foundations shall be measured...

Foundations shall be measured...

5'-x-7' Street Signs and Signs

Method of Measurement

Excavation shall be measured...

Retention walls shall be measured...

Foundations shall be measured...

5'-x-7' Street Signs and Signs

Method of Measurement

Excavation shall be measured...

Retention walls shall be measured...

Foundations shall be measured...

5'-x-7' Street Signs and Signs

Method of Measurement

Excavation shall be measured...

Retention walls shall be measured...

Foundations shall be measured...

5'-x-7' Street Signs and Signs

Method of Measurement

Excavation shall be measured...

Retention walls shall be measured...

Foundations shall be measured...

5'-x-7' Street Signs and Signs

Method of Measurement

Excavation shall be measured...

Retention walls shall be measured...

Foundations shall be measured...



DESIGNER: DEI ENGINEERING, INC.  
PROJECT: WILLOWBROOK CORP. CENTER  
501 WILLOW BOULEVARD  
WILLOW SPRINGS, IL 60480  
(708) 216-9700



FINAL ENGINEERING PLANS  
FOR  
WILLOWBROOK CORP. CENTER  
WILLOWBROOK, ILLINOIS

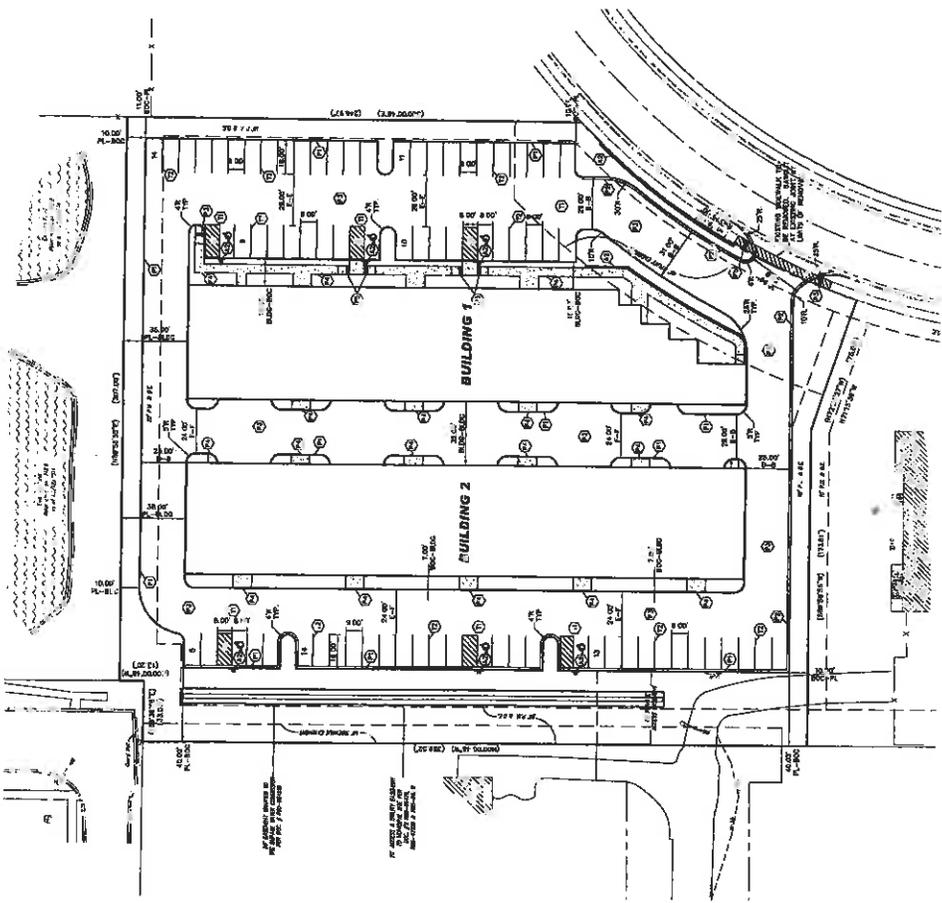
STREAMLINE CONSTRUCTION CORP.  
501 WILLOW BOULEVARD  
WILLOW SPRINGS, IL 60480  
(708) 216-9700

- NOTES:**
1. ALL DIMENSIONS ARE TO INSIDE FINISH UNLESS NOTED OTHERWISE.
  2. FINISH GRADE SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  3. THE LOCATION OF ALL UTILITIES SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  4. ALL UNLAPED AREAS SHALL BE LAPPED AS SHOWN IN THE LAYOUT PLANS & SPEC.

- ADDITIONAL ITEMS LEGEND**
- ① IMPROVED CEMENT CONCRETE DRIVEWAY
  - ② IMPROVED CEMENT CONCRETE SIDEWALK
  - ③ IMPROVED CEMENT CONCRETE CURB
  - ④ IMPROVED CEMENT CONCRETE DRIVEWAY
  - ⑤ IMPROVED CEMENT CONCRETE SIDEWALK
  - ⑥ IMPROVED CEMENT CONCRETE CURB

- STRING LEGEND**
- ① 12" CONC. DRIVEWAY
  - ② 12" CONC. SIDEWALK
  - ③ 12" CONC. CURB
  - ④ 12" CONC. DRIVEWAY
  - ⑤ 12" CONC. SIDEWALK
  - ⑥ 12" CONC. CURB

- PAVING LEGEND**
- ① IMPROVED CEMENT CONCRETE DRIVEWAY
  - ② IMPROVED CEMENT CONCRETE SIDEWALK
  - ③ IMPROVED CEMENT CONCRETE CURB
  - ④ IMPROVED CEMENT CONCRETE DRIVEWAY
  - ⑤ IMPROVED CEMENT CONCRETE SIDEWALK
  - ⑥ IMPROVED CEMENT CONCRETE CURB



REVIEW SET  
NOT FOR CONSTRUCTION

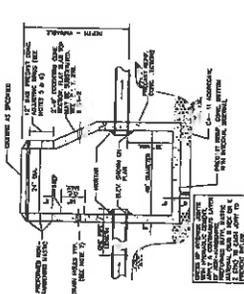






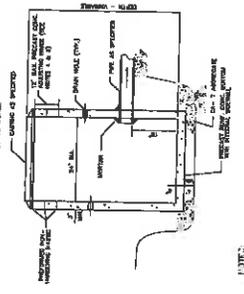


**CATCH BASIN, TYPE A**  
NOT TO SCALE



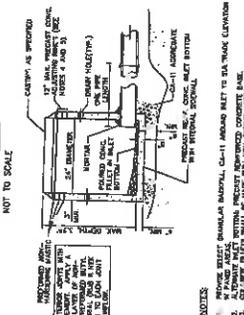
- NOTES:**
1. CASTING SHALL BE MADE IN PAVED AREAS ONLY.
  2. ALTERNATE MANHOLE TOPS - PRECAST REINFORCED CONCRETE MANHOLE TOPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  3. CONCRETE PILES SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  4. MANHOLE TOPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  5. MANHOLE TOPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  6. MANHOLE TOPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  7. MANHOLE TOPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  8. MANHOLE TOPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  9. MANHOLE TOPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  10. MANHOLE TOPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.

**CATCH BASIN, TYPE C**  
NOT TO SCALE



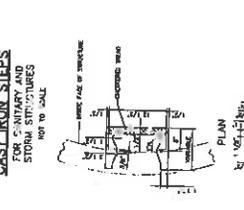
- NOTES:**
1. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  2. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  3. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  4. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  5. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  6. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  7. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  8. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  9. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  10. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.

**INLET, TYPE A**  
NOT TO SCALE



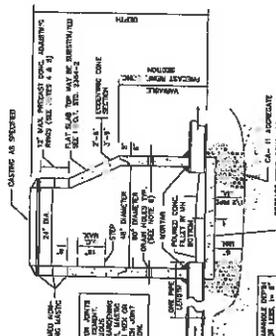
- NOTES:**
1. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  2. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  3. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  4. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  5. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  6. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  7. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  8. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  9. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  10. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.

**CAST IRON STEPS FOR SECONDARY AND STORM STRUCTURES**  
NOT TO SCALE



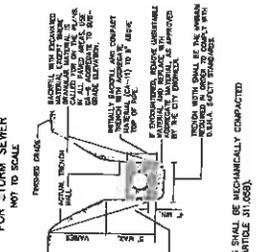
- NOTES:**
1. CAST IRON STEPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  2. CAST IRON STEPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  3. CAST IRON STEPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  4. CAST IRON STEPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  5. CAST IRON STEPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
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  8. CAST IRON STEPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  9. CAST IRON STEPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.
  10. CAST IRON STEPS SHALL BE MADE WITH NON-SHRINK MORTAR TO PROVIDE A SMOOTH FINISH TO THE TOP OF THE MANHOLE.

**STORM MANHOLE, TYPE A**  
NOT TO SCALE



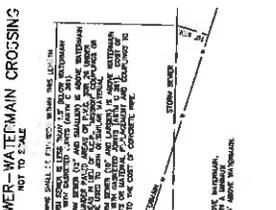
- NOTES:**
1. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  2. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  3. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  4. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  5. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  6. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  7. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  8. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  9. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.
  10. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND MANHOLE.

**TRENCH SECTION FOR STORM SEWER**  
NOT TO SCALE



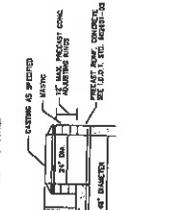
- NOTES:**
1. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  2. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  3. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  4. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  5. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  6. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  7. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  8. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  9. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  10. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.

**DETAIL "A" STORM SEWER-WATERMAIN CROSSING**  
NOT TO SCALE



- NOTES:**
1. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  2. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  3. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  4. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  5. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  6. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  7. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  8. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  9. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  10. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.

**FLAT SLAB TOP**  
NOT TO SCALE



- NOTES:**
1. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  2. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  3. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  4. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  5. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  6. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  7. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  8. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  9. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.
  10. PROVIDE SLEET GRANULAR MATERIAL, C-11 AROUND INLET TO SEA TRADE ELEVATION.

NO.	DATE	REVISIONS

STREAMLINE CONSTRUCTION CORP.  
501 WILLOW BOULEVARD  
WILLOW SPRINGS, IL 60480  
(708) 216-9700

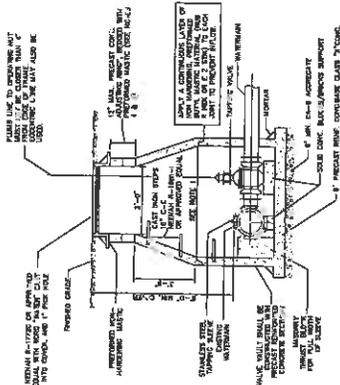
FINAL ENGINEERING PLANS  
FOR  
WILLOWBROOK CORP. CENTER  
WILLOWBROOK, ILLINOIS

DESIGN/TEK ENGINEERING, INC.  
8500 BENTLEY CENTER DRIVE, SUITE 300  
MORRIS, ILLINOIS 60441  
(708) 378-4981  
ILL. PER. LIC. NO. 184-003740

PROJECT INFORMATION
Project No.: 14-0415
Issue No.: 02-14
Issue Date: 02-14
Project Name: 501 WILLOW BOULEVARD
Client: WILLOWBROOK CORP.
Scale: AS SHOWN

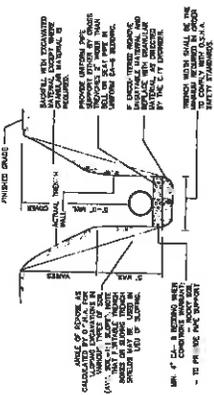
0 OF 11  
REVIEW SET  
NOT FOR CONSTRUCTION

**VALVE VAULT FOR PRESSURE CONNECTION**  
NOT TO SCALE



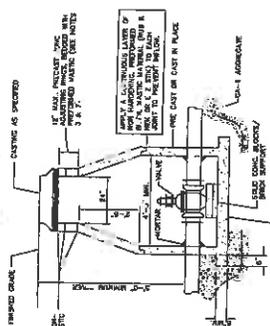
- NOTES:**
1. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  2. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  3. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  4. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  5. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  6. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  7. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  8. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  9. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  10. VALVE SHALL BE 12" DIA. WITH 1" STROKE.

**TRENCH SECTION FOR WATER MAIN**  
NOT TO SCALE



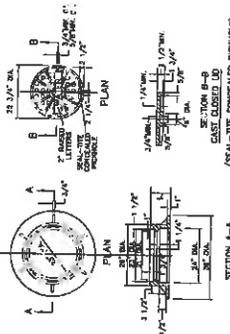
- NOTES:**
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  3. ALL TRENCHES SHALL BE SET TO CONFORMANCE WITH SECTION 2.02 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
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  9. ALL TRENCHES SHALL BE SET TO CONFORMANCE WITH SECTION 2.02 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
  10. ALL TRENCHES SHALL BE SET TO CONFORMANCE WITH SECTION 2.02 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

**VALVE VAULT TYPE A (WATER TIGHT)**  
NOT TO SCALE



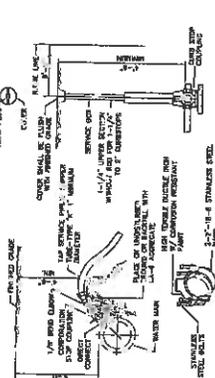
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  9. VALVE SHALL BE 12" DIA. WITH 1" STROKE.
  10. VALVE SHALL BE 12" DIA. WITH 1" STROKE.

**VALVE VAULT FRAME & COVER**  
NOT TO SCALE



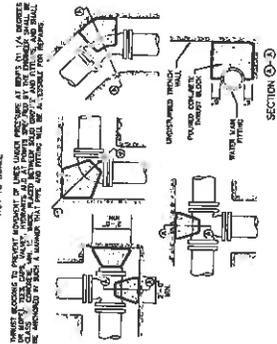
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  5. COVER SHALL BE 12" DIA. WITH 1" STROKE.
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  8. COVER SHALL BE 12" DIA. WITH 1" STROKE.
  9. COVER SHALL BE 12" DIA. WITH 1" STROKE.
  10. COVER SHALL BE 12" DIA. WITH 1" STROKE.

**WATER SERVICE CONNECTION**  
NOT TO SCALE



- NOTES:**
1. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.
  2. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.
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  9. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.
  10. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.

**TYPICAL WATER MAIN THRUST BLOCKING**  
NOT TO SCALE

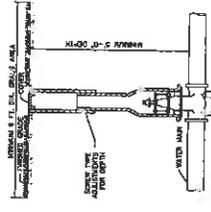


**DETAIL "A" STORM SEWER INTERSECTION CROSSING**  
NOT TO SCALE



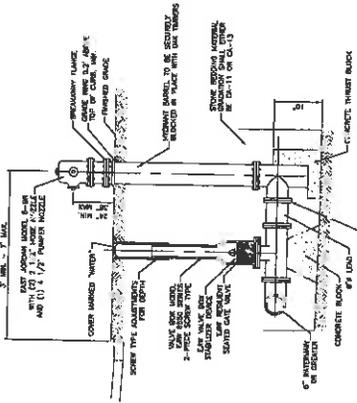
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  9. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.
  10. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.

**VALVE BOX INSTALLATION**  
NOT TO SCALE



- NOTES:**
1. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.
  2. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.
  3. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.
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  9. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.
  10. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.

**FIRE HYDRANT INSTALLATION**



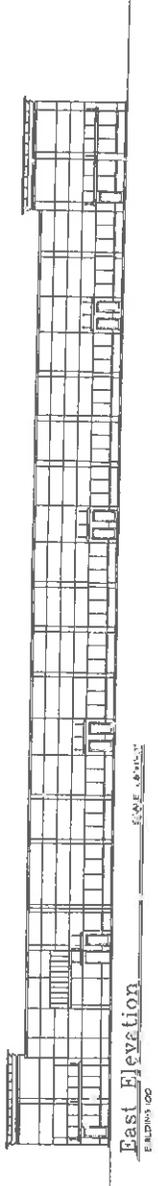
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  10. CONNECTION SHALL BE 12" DIA. WITH 1" STROKE.



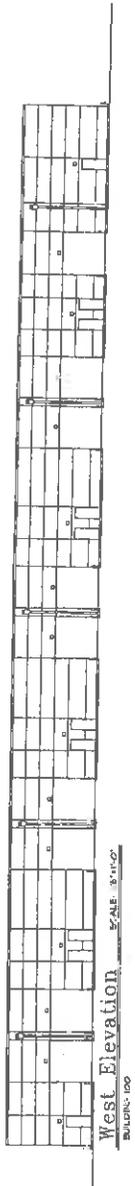




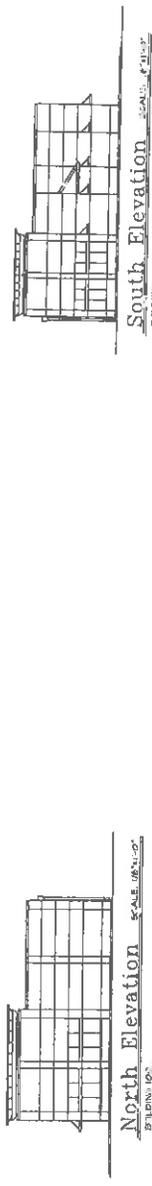
Building 100



East Elevation  
BUILDING 100



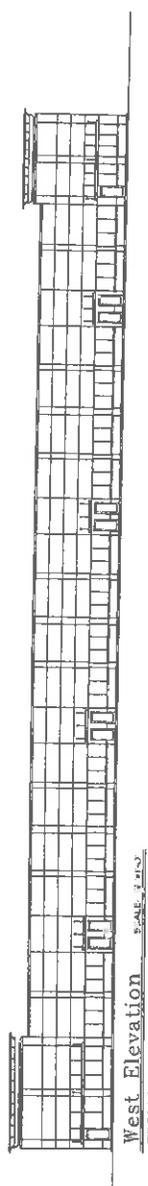
West Elevation  
BUILDING 100



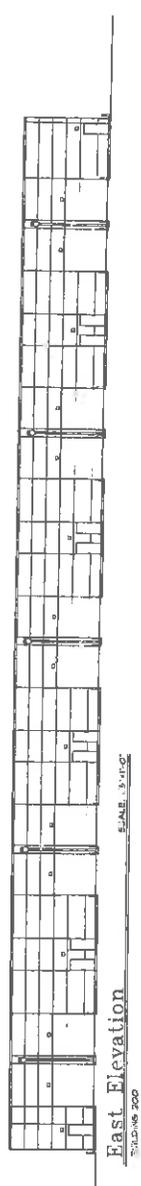
North Elevation  
BUILDING 100

South Elevation  
BUILDING 100

Building 200



West Elevation  
BUILDING 200



East Elevation  
BUILDING 200



South Elevation  
BUILDING 200

North Elevation  
BUILDING 200



WILLOWBROOK CORP CENTER  
A COMMERCIAL DEVELOPMENT  
100 WILLOWBROOK FARMWAY  
WILLOWBROOK, ILLINOIS 60091

DATE: 8-1-04  
DRAWN BY: [blank]  
CHECKED BY: [blank]

NO.	DATE	REVISION

SCALE: 1/8\"/>

SHEET NO. A-2  
OF 4 SHEETS  
DATE: 8-1-04



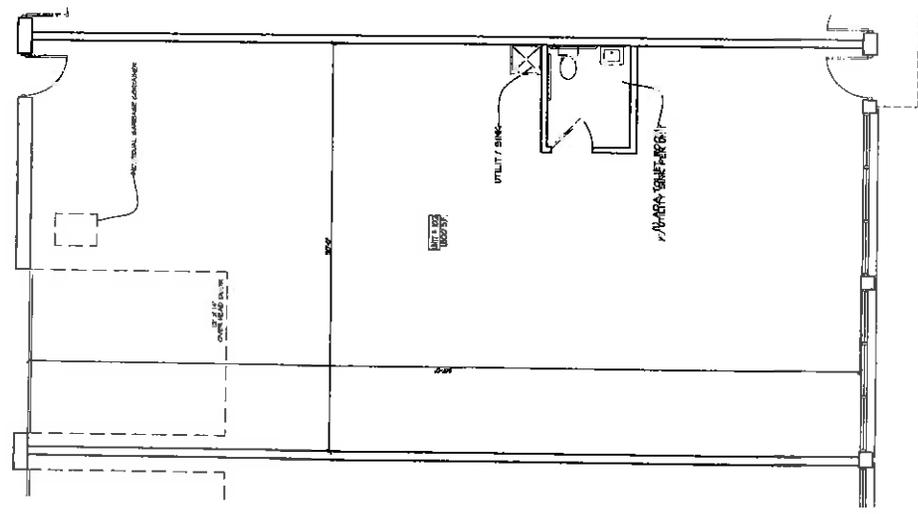
Architects  
By  
Design, PC  
100 Spivey Avenue  
Willowbrook, IL 60510  
(630) 581-8000 (F)  
(630) 581-8000 (H)  
www.designpc.com

A COMMERCIAL DEVELOPMENT  
**WILLOWBROOK CORP. CENTER**  
700 WILLOWBROOK PARKWAY  
WILLOWBROOK, IL

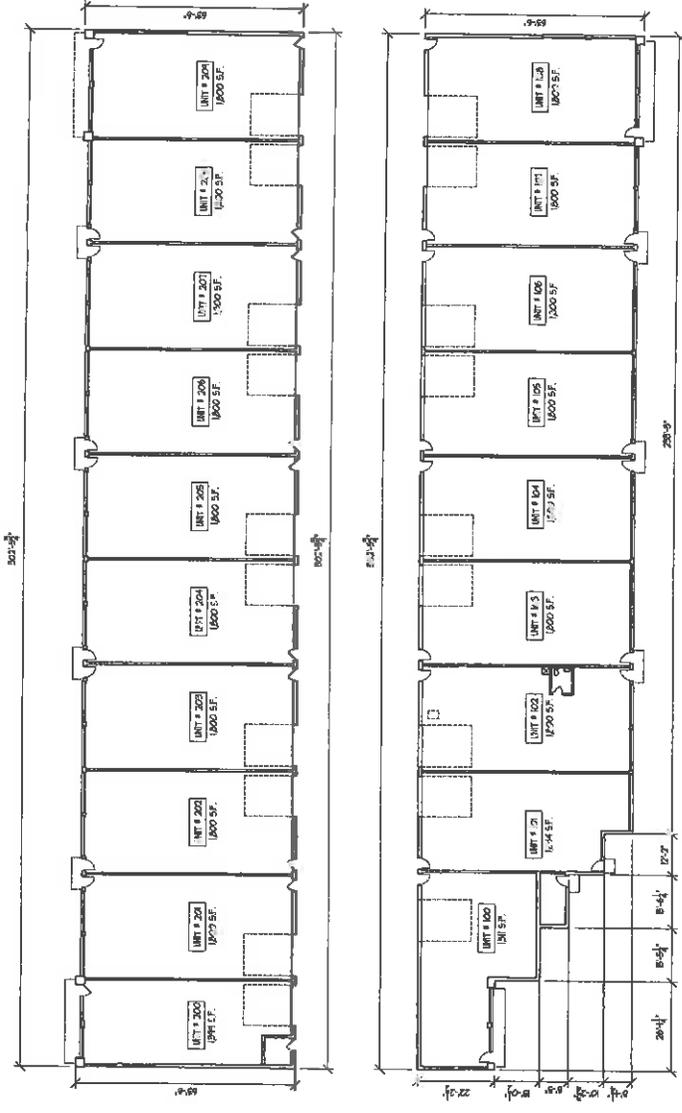
DATE: 11-14-11  
BY: [Signature]  
CHECKED BY: [Signature]  
SCALE: AS SHOWN

NO.	DATE	DESCRIPTION
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7	11-14-11	ISSUED FOR PERMIT
8	11-14-11	ISSUED FOR PERMIT
9	11-14-11	ISSUED FOR PERMIT
10	11-14-11	ISSUED FOR PERMIT

SHEET TWO  
**A-4**  
2 OF 4 SHEETS  
SHEET TITLE: FLOOR PLAN



Floor Plan SCALE: 1/8"=1'-0"



Floor Plan SCALE: 1/8"=1'-0"

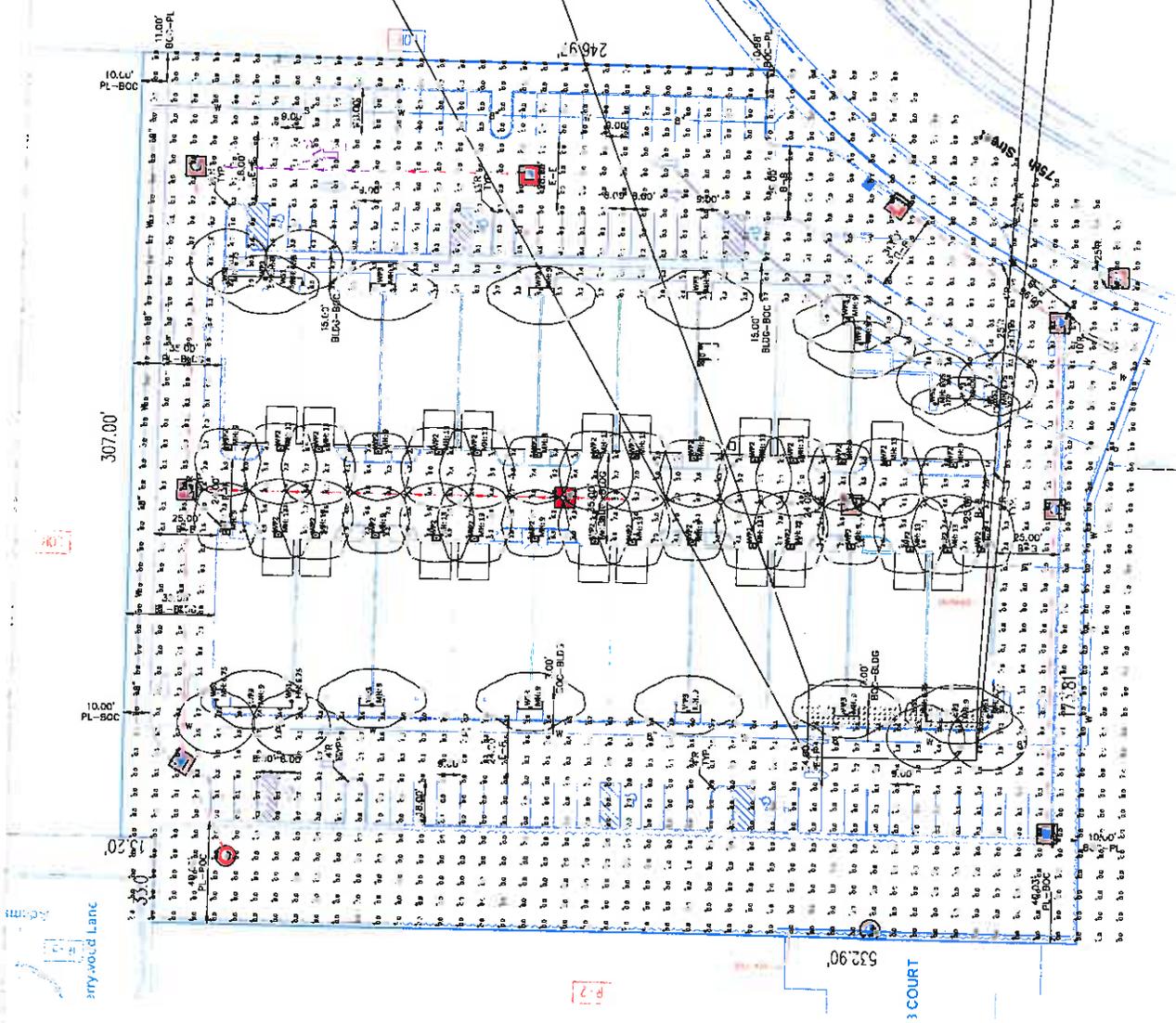
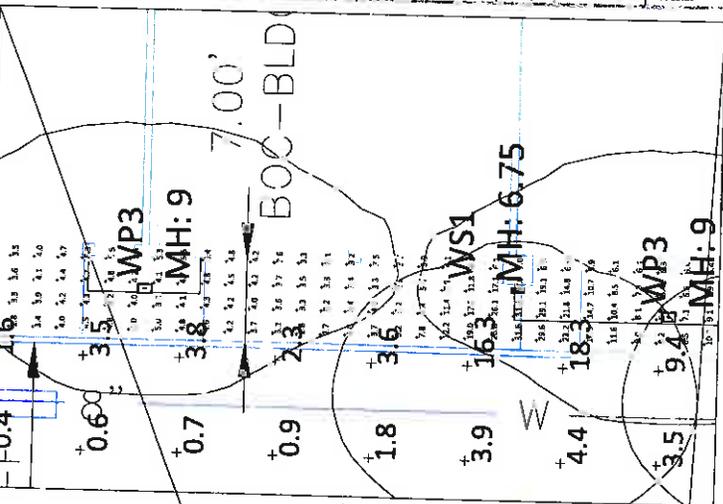


**GENERAL NOTES**

1. ALL LIGHT LEVELS ARE MAINTAINED WITHIN 7% LIGHT LOSS FACTOR.
2. ALL LIGHT LEVELS ARE MAINTAINED WITHIN 5% LIGHT LOSS FACTOR.
3. FOOTCANDLE VALUES ARE CALCULATED AT 30" ABOVE LEVEL.

NO.	DESCRIPTION	QUANTITY	UNIT	DATE	BY	CHKD.
1	15.00' BLDG-BOC	1	PL	10/20/10	...	...
2	10.00' PL-BOC	1	PL	10/20/10	...	...
3	15.00' BLDG-BOC	1	PL	10/20/10	...	...
4	10.00' PL-BOC	1	PL	10/20/10	...	...
5	15.00' BLDG-BOC	1	PL	10/20/10	...	...
6	10.00' PL-BOC	1	PL	10/20/10	...	...
7	15.00' BLDG-BOC	1	PL	10/20/10	...	...
8	10.00' PL-BOC	1	PL	10/20/10	...	...
9	15.00' BLDG-BOC	1	PL	10/20/10	...	...
10	10.00' PL-BOC	1	PL	10/20/10	...	...

**CANOPY/BUILDING PERIMETER DETAIL CALCULATION**



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## Exhibit 2.

### Planning Comments

#### **Consistency of Plans:**

The Site Plan, prepared by Architects by Design and the Final Plat & PUD, prepared by Design Tek Surveying, LLC vary in many respects. These documents must be consistent and provide the same following data in a table that is also depicted on the plans

Zoning District:

Lot size:

Building Area: Total gross area (outside dimensions) for each building and a total

Lot Coverage Percentage: Actual based on Building Area and Lot Size

FAR: Actual

Unit areas: (For each unit) measured to outside walls, except that common walls are measured half to each adjoining unit.

Building Setbacks for North, South, East, West and Street Frontages

Parking Setbacks for North, South, East, West and Street Frontages

Access Drive setback to property line

Building Height at 24'3"

Unit Parking Requirement: Willowbrook Zoning Ordinance Equivalent to 1 space/450 square feet.

On Site Parking: Number of Regular and Accessible

Parking space Dimensions: 9x18 (9x16 accessible)

Minimum drive aisle width: 24', unless otherwise noted on plan

#### **Landscape Plan**

1. West property line is not adequate as a transitional yard. In lieu of shrubs by parking, replace with upright arborvitae at a minimum of 4' high (or similar) at time of planting. Increase shade trees to 3" caliper as required by ordinance. Confirm with adjacent property owner to west prior to Village Board approval (if possible).
2. Transitional Landscaping along the west property line is not sufficient. A continuous screen of evergreen screening is required. The proposed shrubs next to the parking should be replaced with minimum 4' tall upright arborvitae at the time of planting. Additional material and/or a new fence may be required, or the existing 'scrub' landscaping could remain if requested by the adjacent owner prior to the Village Board meeting.
3. In lieu of relocating water line to the south, the north property line should be provided with a mix of seeded and planted native perennial plants such as Purple Coneflower, Shasta Daisy, Black-Eyed Susans, Day lilies, etc.
4. Details shall indicate that substitutions shall not be approved without the written consent of the Village Manager of the Village of Willowbrook
5. All grass areas shall be sodded, except for the swale area.

6. A note shall be added requiring that plant materials delivered to the site must be inspected by the Village of Willowbrook prior to installation with 48 hours notice provided.
7. The revised plan for submittal to the Village Board for final approval will not be approved unless the Plant List matches the quantities shown in the plan. Please note that JGL and SJB materials shown in the plan do not show up in the Plant List. Other quantities are incorrect.
8. Details must indicate that no existing plant material shall be removed from the west and north property lines until the property lines have been marked on the ground and the materials to be removed have been marked with an "x" and approved in writing by the Village of Willowbrook.

**Other Comments:**

1. Frontage right-of-way is Willowbrook Center Parkway, not 75<sup>th</sup> Street.
2. Show the existing pavement area that provides access from 73<sup>rd</sup> Court to Public Works Property on all plans
3. Show the locations of closest building walls on adjoining properties to the west and south.
4. The "new fence" shown on the west line of the Site Plan is not correct. Fencing in this area will not be required pending review and approval of a revised landscape plan in this area showing the required evergreen screening discussed above in number 3. A permanent fence along the balance of the west property line may be required if requested/desired by the adjoining residential property owner.
5. The elevations show a monotonous detail for the long distance between the two edges where a different color and different height parapets are used. Add similar vertical treatments over each doorway area or propose modified architectural treatment.
6. While the location of the proposed monument sign is appropriate, size, details and construction must comply with Zoning Ordinance requirements.
7. Plans must be revised, resubmitted and approved pursuant to all Planning and Engineering comments prior to consideration by the Village Board for final approval.

**Covenant Requirements:** The following requirements must be noted on the PUD Plat and included in a revised covenant document.

1. Each tenant will manage their own garbage in their unit, and place their garbage outside the overhead door in the central drive area for servicing on garbage day. Garbage may only be placed outside of any unit on "garbage day" no sooner than 6AM, and must be returned inside no later than 5PM. The "association" will provide common garbage for all tenants on a routine basis as required to manage garbage needs.
2. Except for authorized garbage service on garbage day and deliveries that occur within the overhead door areas for each unit, the central drive area will remain clear of vehicles at all times.
3. Parking of passenger vehicles is not allowed in the central service area at any time.
4. Semi trucks and trailers may not have access anywhere on the site.

5. Uses will not be authorized for occupancy by the Village unless they meet a parking equivalent of 1 parking space for every 450 square feet of space based on the use requirement as required by the Village of Willowbrook Zoning Ordinance.
6. Provide for the off-site disposal of all snow from the site.

List of Exceptions:

PUDs may depart from the strict conformance with the required density, dimension, area, height, bulk and other regulations for the underlying zoning district and other provisions of the Zoning Ordinance to the extent specified in the preliminary plat and document authorized the PUD so long as it will not be detrimental to or endanger the public health, safety and general welfare, except that there are no exceptions for complying with 7 specific PUD Standards. The departures are identified as "exceptions" and outlined in any approving ordinance. A list of all underlying requirements of the LOR District, along with how the project meets the requirement is provided in the table below. Items that appear as shaded are exceptions that will be incorporated into any approving ordinance.

<b>Regulation</b>	<b>Required</b>	<b>Provided</b>
Lot Size	Varies based on use	120,962 (exceeds all minimums)
Lot Coverage	40%/48,444	30%/35,803
FAR	.5	.3
Height	3 stories or 38'	24' 3"
West Building Setback (Transitional due to Residential)	80'	90'
West Parking Setback (Transitional due to Residential)	40'	40' 6 1/4"
North Building	20'	34' 6 3/4"
North Parking Setback	10'	10' 6 3/4"
East Building Setback	20'	90' 11"
East parking Setback	10'	11' 6"
South Building Setback	20'	35' 0 1/2"
South Parking Setback	10'	10' 6"
Street Building Setback	50' or 150% of bldg. ht.	55'
Street Parking Setback	15'	5'
Minimum Foundation	7'	North/South = 0' East/West (Exterior) 7' East/West (Interior) 5.5'
Driveway Centerline	Not < 70' from lot line	34'
Loading	1 space at 12x55	Smaller spaces for each unit

Exhibit 3.

Standards for Special Use

## Section 9-14-5.2 Standards for a Special Use for a Planned Unit Development

### Re. Property located on Willowbrook Center Parkway between Route 83 and Madison Avenue

- 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 Petitioner is seeking a special use for a planned unit development to allow two multi-tenant Pre Cast concrete buildings to be developed on the site. The site is one of very few vacant parcels in what is currently an area dominated by a mixture of office and industrial buildings. The space is adjacent to the Village of Willowbrook Public Works facility. The intended use of the site as developed will be consistent with other uses in the area and in no way detrimental to the public health, safety, morals, comfort or general welfare. Petitioner will comply with all Village requirements to ensure that the proposed project is a danger or detriment to the immediate are or the Village at large.

- 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 special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The use of the site under the Petitioners plan would bring the site into conformity with the use of neighboring parcels, but would not interfere with the current uses of those neighboring parcels. The development of the site in accordance with the proposed plan would be a benefit to the property values in the neighborhood. The parcel is currently vacant and as developed would add value to the largely developed business 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.**

The establishment of the Special Use will not in any way impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The subject parcel is currently zoned LOR (Limited Office and Research District and is one of the few remaining undeveloped parcels in the area). The immediate area is largely already developed and the permitted uses are consistent with the intended uses by prospective occupants of the proposed complex. The anticipated uses are in conformance with the existing uses in the vicinity. Current businesses operating in the area include Turtle Wax, Trane and Hinsdale Nurseries.

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

All required facilities to the subject property are either currently in place as this is a rather developed area, or will be put in place by the Petitioner in conjunction with the proposed project. The project remains subject to final engineering approval by the Village of Willow Springs.

**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 proposed project is subject to final engineering. The current proposal provides for ingress and egress onto Willowbrook Centre Parkway. Petitioner does not project any traffic congestion issues with the development of the subject site in the proposed manner. All traffic flow and engineering items are subject to review and approval by the Village of Willowbrook.

**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.**

Petitioner will, in addition to seeking approval for a special use for a Planned Unit Development, be seeking variances for the following exceptions to the Village of Willowbrook Code as part of its PUD:

1. The village requires 7' of landscaping at the base of the building on all sides. Petitioner is seeking to provide 5'-6' of landscaping on the back sides of both buildings and 0' on the north and south sides of both buildings in accordance with the submitted concept plans and renderings.
2. The Village requires a 12' x 55' loading space on a proposed project such as this one, however, the proposed project does not contain such a loading space. In lieu of such a loading space the subject project proposes loading areas between the two buildings allowing a more efficient layout as well as ample loading space for the individual units.
3. The Village requires a 15' paving setback in the front yard, and the proposed project only provides a 5' setback.

The total area of both buildings combined is approximately 35,702 SF. Building 100 is approximately 16,918 and Building 200 is approximately 18,784 SF.

- 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.**

The property is currently owned by the Village and has not been the subject, to the best of Petitioner's knowledge, of 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.

## Exhibit 4.

### Standards and Findings for Planned Unit Development

Pursuant to the Zoning Ordinance, a planned unit development must meet certain standards and the Plan Commission should make certain findings. These required standards and findings are enumerated below, along with how the project meets the standard or finding provided in *italics*.

#### STANDARDS

- (A) Comprehensive Plan: A planned unit development must conform with the intent and spirit of the planning goals and objectives of the village comprehensive plan.

*The proposed development complies with the Comprehensive Plan which recommends a mix of limited office and research development in the area surrounding the public works property.*

- (B) Size And Ownership: The site of the planned unit development must be under single ownership and/or unified control and be not less than two (2) acres in area.

*The proposed development contains 2.77 acres.*

- (C) Compatibility: The uses permitted in the planned unit development must be of a type and so located as to exercise no undue detrimental influence upon surrounding properties.

*The building and parking setbacks meet all transitional yard requirements when located next to residential property.*

- (D) Storm Water Management: Adequate facilities, both on site and off site, shall be provided to ensure that all drainage related issues are addressed.

*Detention for the site was designed as part of the original Center Point Subdivision. All stormwater will be directed to a detention basin south of the site, across the street from Public Works via storm sewers already in place under Willowbrook Center Parkway. An infiltration basin proposed on the west side of the site will remove sediments and pollutants from the water before it enters the storm sewer system.*

- (E) Space Between Buildings: The minimum horizontal distance between buildings shall be:

1. Thirty feet (30') between one-story, two-story and two and one-half story buildings or combinations thereof.

*The buildings are one story and there is a 34' separation between the buildings*

- (F) Yards: The required yards or setbacks along the periphery of the planned unit development shall be at least equal in width or depth to that of the applicable required yard within the adjacent zoning district. Notwithstanding the foregoing, buildings of more than twenty four feet (24') in height shall provide a setback from any property line not less than a distance equal to the height of such buildings.

*The proposed project meets this requirement.*

- (G) Parking Requirements: Adequate parking shall be provided as set forth in other sections of this title.

*Parking is adequate for a specific type of tenant, which will be regulated in covenant documents.*

- (H) Traffic: That adequate provision be made to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

*Access is controlled and located to minimize traffic congestion along Willowbrook Center Parkway.*

- (I) Preservation Standards: Due regard shall be demonstrated for any existing site conditions worthy of consideration including: desirable trees of a minimum six inch (6") caliper or greater, natural bodies of water, designated wetlands and/or flood hazard areas, etc. All desirable vegetation shall be identified by location, caliper size, type, condition and a method by which preservation efforts will be conducted.

*Certain existing landscape materials are being preserved when possible. Care is also being exercised to protect the vegetation on the property to the north. The west property line is characterized by a mix of scrub and quality material. Preserving some or all of that material and supplementing with additional screening as required by the Zoning Ordinance will ensure compliance with the ordinance.*

- (J) Design Standards: The provisions of the Willowbrook subdivision ordinance shall be adhered to, unless a variance is granted by the village board.

*No variations to the Willowbrook Subdivision regulations are required.*

- (K) Uses For PUDs Greater Than Five Acres: Any permitted or special use available under any of the various zoning districts classifications, whether singly or in combination, and any other use permitted by law, may be allowed as either a permitted or special use within a planned unit development consisting of more than five (5) acres, but only to the extent specifically approved by the village board, after a finding that such use is consistent with the objectives of this chapter.

*The PUD is not greater than 5 acres.*

- (L) Other Standards: The planned unit development may depart from strict conformance with the required density, dimension, area, height, bulk, and other regulations for the underlying zoning district and other provisions of this title to the extent specified in the preliminary plat and documents authorizing the planned unit development so long as the planned unit development will not be detrimental to or endanger the public health, safety and general welfare. Notwithstanding the foregoing, every planned unit development must comply with the minimum standards set forth in subsections (A), (B), (C), (D), (H), (I) and (K) of this section.

*Minor exceptions are incorporated into the PUD as identified in the staff report prepared for the August 6, 2014 meeting, however the development does comply with standards A, B, C, D, H, I and K as required.*

## FINDINGS

- (A) In what respects the proposed plan is consistent with the stated purpose of the planned unit development regulations.

*The proposed plan provides flexibility to permit two buildings, when one is typically allowed. The developer has designed these buildings with central loading between the buildings, which means the owner to the west does not have to experience the negative impacts that go along with being next to the rear of a property. The development incorporates the required BMPs to filter and purify stormwater before it enters the detention basin. Uses that will be allowed in the project will be limited in scope to low impact uses that don't require semis, and that do not generate high levels of customer activity on the property.*

- (B) The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations.

*The PUD meets the standards as identified above.*

- (C) The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk and use, and the reasons why such departures are deemed to be in the public interest.

*The PUD includes exceptions as identified in the staff report prepared for the August 6, 2014 meeting.*

- (D) The method by which the proposed plan makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space, and furthers the amenities of light and air, recreation and visual enjoyment.

*The PUD provides reasonable access for intended low intensity users. Semis will not be permitted on the site. Garbage trucks and Fire apparatus can maneuver on the site to provide necessary services. Measures are in place to protect the vegetation on*

*the property to the north from being damaged by potential harmful salts associated with snow removal. Snow will be removed from the site.*

- (E) The relationship and compatibility of the proposed plan to the adjacent properties and neighborhood.

*The proposed project will be marketed to relatively low impact users that don't require deliveries by semis. Deliveries that do occur will happen in a central loading area that is protected from surrounding properties by the buildings themselves. Transitional setbacks to residential properties meet all Village Codes in distance, and landscaping alternatives are available to balance the desires of the adjoining property owner, if determined, with code requirements.*

- (F) The desirability of the proposed plan with respect to the physical development, tax base and economic well being of the village.

*The proposed plan promotes new development in compliance with Zoning Ordinance requirements and will bring new people to the area to shop and otherwise utilize local restaurants, which will benefit the local tax base.*

- (G) The conformity with the intent and spirit of the current planning objectives of the village.

*The plan conforms to the spirit and intent of the Village's current planning objectives.*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A PROCLAMATION RECOGNIZING AUGUST 11, 2014 AS NATIONAL 811 DAY WITHIN THE VILLAGE OF WILLOWBROOK

**AGENDA NO.**

5i

**AGENDA DATE:** 8/11/14

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** *Cindy Stuchl*

**LEGAL REVIEW:** Thomas Bastian

**SIGNATURE:** THOMAS BASTIAN TH

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. H. H. H.

**REVIEWED & APPROVED BY COMMITTEE:** YES  N/A

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

The 811 number is a national "Call Before You Dig" phone number designated by the FCC to eliminate the confusion of multiple "Call Before You Dig" numbers and help save lives by minimizing damages to underground utilities. One easy phone call to 811 quickly begins the process of getting underground utility lines marked.

Knowing where underground utility lines are buried before each digging project begins helps to prevent injury, expense and penalties.

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

This Proclamation will help to promote the safety of the Village of Willowbrook's underground utility infrastructure and help to make residents and professional excavators aware of the importance of contacting JULIE by dialing 811 before digging.

**ACTION PROPOSED:** PASS THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, each year, the Village of Willowbrook's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment, personal injury and even death are the potential results; and

**WHEREAS**, National 811 Day promotes the national Call-Before-You Dig number, 811 in an effort to reduce these damages and to encourage residents and professional excavators to be aware of the importance of contacting JULIE by dialing 811 before digging; and

**WHEREAS**, 811 provides excavators and homeowners a simple number to reach JULIE to request utility line locations at the intended dig site; and

**WHEREAS**, through education of safe digging practices, excavators and homeowners can save time and money keeping our Village safe and connective by making a simple call to 811 in advance of any digging project; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

**WHEREAS**, all parties agree that safe digging is a shared responsibility. To know what's below, call 811 two (2) working days before you dig.

**NOW, THEREFORE, I, FRANK A. TRILLA**, Mayor of the Village of Willowbrook, Illinois, by virtue of the authority vested in me, do hereby proclaim August 11, 2014 as National 811 Day within the Village of Willowbrook and in doing so urge all citizens to always call 811 before digging.

Proclaimed this 11th day of August, 2014.

---

Mayor

Attest:

---

Village Clerk



Nicor Gas™

An AGL Resources Company

1000 Energy Blvd  
Midland, TX 79701  
800.451.4511

July 21, 2014

Dear Municipal Leader:

At Nicor Gas, the safety of our people, our pipelines and the public we serve is our number one priority. As part of our continued commitment to promoting pipeline safety, we'd like to work with your office to promote **National 811 Day (August 11)** to make your residents and professional excavators aware of the importance of contacting JULIE by dialing 811 *before* digging. The goal of the "Call 811" initiative is to reduce the risk of striking underground utility lines and potentially causing environmental or property damage, costly delays or personal injury. **This is a FREE service and calling 811 before digging is the law.**

**Safety Message Recommendations**

Please consider including a "Call JULIE at 811 Before You Dig" safety message on your community website, newsletter, social media page or on the sign or marquee in front of municipal buildings this August. Recommendations for messages include:

**Social Media**

- Call JULIE Before You Dig. Dial 811. #National811Day
- Safe Digging is No Accident. Call JULIE at 811. # National811Day

**Sign/Marquee**

- National 811 Day. Call JULIE at 811 Before You Dig.
- Safe Digging is No Accident. Call JULIE at 811.

**Website/Newsletter**

Planning a home improvement job? Planting a tree? Installing a fence or deck? WAIT! Here's what you need to know first. Whether you are planning to do it yourself or hire a professional, smart digging means calling JULIE at 811 before each job. Homeowners often make risky assumptions about whether or not they should get their utility lines marked, but every digging job requires a call – even small projects like planting trees and shrubs

Call JULIE at 811 at least 48 hours or two business days prior to digging, tell the operator where you're planning to dig, what type of work you will be doing and your affected local utilities companies will be notified about your intent to dig. Within that 48 hours or two business days, they'll send a locator to mark the approximate location of your underground lines, pipes and cables, so you'll know what's below - and be able to dig safely.

Thank you in advance for your support and help with getting this very important safety message out to the public!

Sincerely,

Thomas J. Kallay  
Director, Regional Community Relations &  
Economic Development



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## ***BACKGROUND on the 811 campaign***

- ***811 is a new federally-mandated FCC designated N-11 number***  
The new 811 number is a national “Call Before You Dig” phone number designated by the FCC to eliminate the confusion of multiple “Call Before You Dig” numbers and help save lives by minimizing damages to underground utilities. One easy phone call to 811 quickly begins the process of getting underground utility lines marked. Local One Call Center personnel will then notify affected utility companies, who will send crews to mark underground lines for free.
- ***811 will help save lives and protect infrastructure***  
Knowing where underground utility lines are buried before each digging project begins helps to prevent injury, expense and penalties. The depth of utility lines may vary and multiple utility lines may exist in one area. Simple digging jobs can damage utility lines and can disrupt vital services to an entire neighborhood, harm those who dig, and result in expensive fines and repair costs. Marked lines show those who dig the approximate location of underground lines and help prevent undesired consequences.
- ***The 811 campaign will target diggers – professional excavators and do-it-yourself homeowners***  
A recent national survey revealed that roughly half of Americans are “active diggers” who have done (or are planning to do) some type of digging project at home, yet only a third have called or will call to get their utility lines marked. CGA member organizations and national launch partners will conduct outreach to increase awareness of the new 811 number, demonstrate its relevance and create positive behavioral change among those most likely to dig.
- ***The Common Ground Alliance (CGA) will work with its 1,400 individual members, member organizations, sponsors and 811 campaign national launch partners to reach target audiences***  
The designation of a national 811 “Call Before You Dig” number provides CGA with a unique, once-in-a-lifetime opportunity to focus national attention on the importance of calling before digging. CGA will work with its entire network and its national launch partners to reach all aspects of the digging world and educate them on the relevance of 811.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A PROCLAMATION RECOGNIZING OCTOBER 2014 AS NATIONAL PHYSICAL THERAPY MONTH WITHIN THE VILLAGE OF WILLOWBROOK

**AGENDA NO.**

5j

**AGENDA DATE:** 8/11/14

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** Cindy Stuchl

**LEGAL REVIEW:** Thomas Bastian

**SIGNATURE:** THOMAS BASTIAN TH

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. H. H.

**REVIEWED & APPROVED BY COMMITTEE:** YES  N/A

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

National Physical Therapy Month began in 1992 and is celebrated every October by physical therapists, physical therapist assistants, and students of physical therapy nationwide.

The physical therapy profession began during World War I by assisting the Army with "reconstructing" bodies of wounded and disabled soldiers. Today, physical therapists help people of all ages to restore and improve motion.

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

The Mayor and Board of Trustees have in the past adopted Proclamations recognizing "National Physical Therapy Month" within the Village of Willowbrook.

**ACTION PROPOSED:** PASS THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, the State of Illinois encourages options for an active and healthy lifestyle; and

**WHEREAS**, the Illinois Physical Therapy Association speaks for the best interests of the public in recommending physical therapy by a licensed physical therapist to achieve physical fitness; and

**WHEREAS**, it is appropriate that we recognize those individuals who dedicate their time and talent to caring for the physical health of the people of our state and the nation, and extend our appreciation to them for making Illinois a healthier place to live, work, and raise a family; and

**WHEREAS**, through a national effort, the Illinois Physical Therapy Association and community members are encouraged to join together to raise awareness of the importance of preventive health during the month of October; and

**WHEREAS**, this effort will bring awareness to our community, and around the country, of healthier and more active lifestyles; and

**NOW, THEREFORE, I, FRANK A. TRILLA**, Mayor of the Village of Willowbrook, Illinois, by virtue of the authority vested in me, do hereby proclaim October as National Physical Therapy Month in the Village of Willowbrook and in doing so urge all citizens to join in a national effort to raise health and fitness awareness.

Proclaimed this 11th day of August, 2014.

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Mayor

Attest:

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Village Clerk

**Cindy Stuchl**

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**From:** Matthew Nicholas <mnicholas@ipta.org>  
**Sent:** Wednesday, July 09, 2014 10:28 AM  
**To:** Cindy Stuchl  
**Subject:** RE: Proclamation

Dear Mayor:

I am writing to ask you on behalf of your local physical therapists and physical therapists assistants to declare October National Physical Therapy Month.

National Physical Therapy Month is hosted by the American Physical Therapy Association (APTA). It began in 1992 and is celebrated every October by APTA's membership – physical therapists, physical therapist assistants, and students of physical therapy nationwide.

The physical therapy profession has a proud history. We began as “reconstruction aides” during WWI, assistant the Army with literally “reconstructing” the bodies of wounded and disabled soldiers. With the advent of WWII and the nationwide polio epidemic in the 1940's and 1950's, physical therapists were in high demand. Our most famous patient was Franklin Roosevelt, who received physical therapy at the Warm Springs resort in Warm Springs, Georgia.

Today's physical therapists help people of all ages – from newborns in the ICU to seniors with mobility problems – restore and improve motion. We use scientifically based treatment techniques that focus on restoring function, reducing pain, and preventing disability. Examples of conditions physical therapists treat are:

- Burns, ulcers, and wounds
- Developmental delay, cerebral palsy, and spina bifida
- Hand injuries, fractures, and dislocations
- Heart disease, breathing disorders, and peripheral vascular disease
- Low back pain and osteoporosis
- Osteoarthritis and rheumatoid arthritis
- Sports injuries
- Stroke and Parkinson disease

Physical therapist services are covered by most federal, state, and private insurance plans. In Illinois alone there are over 13,000 licensed physical therapists and physical therapist assistants. To learn more about physical therapy, please visit [www.moveforwardpt.com](http://www.moveforwardpt.com) or the Illinois Physical Therapy Association's website at [www.ipta.org](http://www.ipta.org).

**Proclamation  
For the Month of October  
National Physical Therapy Month**

Whereas, the state of Illinois encourages options for an active and healthy lifestyles; and  
Whereas, the Illinois Physical Therapy Association speaks for the best interest of the public in recommending physical therapy by a licensed physical therapist to achieve physical fitness; and  
Whereas; it is appropriate that we recognize those individuals who dedicate their time and talent to caring for the physical health of the people of our state and the nation, and extend our appreciation to them for making Illinois a healthier place to live, work, and raise a family;  
Whereas, through a national effort, the Illinois Physical Therapy Association and community members are encouraged to join together to raise awareness of the importance of preventive health during the month of October; and  
Whereas, this effort will bring awareness to our community, and around the country, of healthier and more active lifestyles.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

Consideration of an Ordinance Granting a Special Use Permit for a Restaurant in Tenant Space 2-6300 S. Kingery Highway, Hinsdale Lake Commons Shopping Center/PC 2014-06

**AGENDA NO.****6****AGENDA DATE:** 8/11/14**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant**SIGNATURE:**JO ELLEN CHARLTON TH.**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:**THOMAS BASTIAN TH.**RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:**Tim Halik**REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Village Board received the Plan Commission's recommendation at the July 28, 2014 meeting. Hinsdale Lake Commons was built as a PUD and several uses within the shopping center have been approved separately as special uses. This special use would only apply to the square footage in the location requested in the application

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

At a special July 16, 2014 meeting, the Plan Commission held the public hearing and made a recommendation to approve a special use for a 1,890 square foot restaurant on the north end of the Hinsdale Lake Commons Shopping Center, in part of the old Blockbuster space.

While no one was present at the hearing to speak for or against the application, the Village did receive one e-mail from Helen Cox expressing support for the sushi restaurant.

By a 6-0 vote of the members present, the Plan Commission voted to recommend approval of the SUP to allow the restaurant. One member was absent.

**ACTION PROPOSED:**

August 11, 2014: Staff recommends approval of the attached ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A  
RESTAURANT ("OISHI SUSHI") IN TENANT SPACE 2  
6300 S. Kingery Highway, Hinsdale Lake Commons Shopping Center

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WHEREAS, on or about May 27, 2014, Edward Yung, as applicant, with approval of property owner Regency Centers, by its agent Peggy McDermott, filed an application with the Village of Willowbrook, requesting that the Village grant a special use permit with respect to the property legally described in Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, applicant specifically requested the Village grant the special use permit in Tenant Space 2 of the Subject Realty, as identified in Exhibit "B" attached hereto, which is, by this reference incorporated herein ("SUBJECT TENANT SPACE"); and,

WHEREAS, Notice of Public Hearing on said application was published on or about June 27, 2014 in a newspaper having general circulation within the Village, to-wit, the Suburban Life 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 July 16, 2014, 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 recommendations, including its Findings of Fact, to the Mayor and Board of Trustees on or about July 28, 2014, a copy of which is attached hereto as Exhibit "C" which is, by this reference, made a part hereof.

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

SECTION ONE: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit in SUBJECT TENANT SPACE on the SUBJECT REALTY, pursuant to Sections 9-14-5 and 9-6B-2-17 of the Zoning Ordinance of the Village of Willowbrook, to allow the operation of a restaurant.

SECTION TWO: That the Findings of Fact made by the Plan Commission in its recommendation attached hereto as Exhibit "C" are hereby adopted by the Mayor and Board of Trustees.

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

operated and maintained in accordance with all of the following condition:

- 1. The special use for a restaurant shall only apply to the 1,890 square feet in tenant space number 2.

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 11<sup>th</sup> day of August, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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

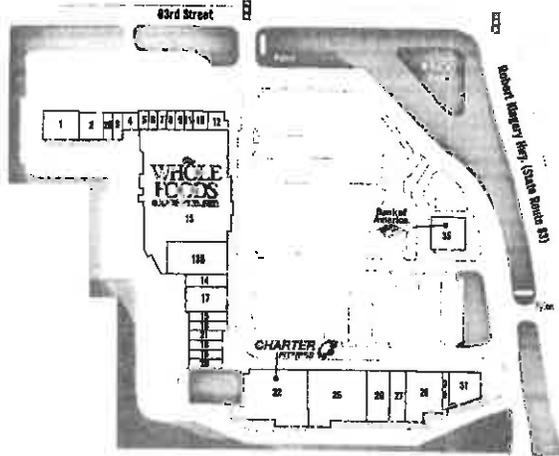
EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN HINSDALE LAKE COMMONS RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 2000 AS DOCUMENT R2000-168681, IN DUPAGE COUNTY, ILLINOIS.

# EXHIBIT "B" TENANT SPACE

Calvergo  
 6300 Robert Kingery Highway, Willowbrook, IL 60527



AVAILABLE  LEASED  NAP (NCT A PART)

2017-01/04/2018

Center Size 179,099 SF

**Available Space**

0003	4,020 SF	0017	6,000 SF
0005	970 SF	0020	1,840 SF
00136	12,860 SF		

**Current Retailers**

0001	PHILLES PIZZA BAR & ORILL	6,177 SF
00028	TCBY	1,338 SF
0003	REICHARDT CLEANERS	1,347 SF
0004	STUGLIS	1,461 SF
0006	HINSDALE LAKE OPTICS	876 SF
0007	EDWARD JONES	978 SF
0009	BELTONE HEARING AIDS	890 SF
0009	BORUCH HAIRCARE	876 SF
0010	CAFE LA FORTUNA	1,872 SF
0011	SUBWAY	876 SF
0012	FANNIE MAY CANDIES	1,694 SF
0013	WHOLE FOODS MARKET	96,849 SF
0016	PALM BEACH TAN	3,000 SF
0018	LAVIA MASSAGE	2,070 SF
0018	CABINETRY SOLUTIONS	2,016 SF
0018	MATTHEWSUM	1,830 SF
0019	D'NYRYS OF HINSDALE	1,800 SF
0021	MEADE CHIROPRACTIC	1,800 SF
0022	CHARTER FITNESS	17,770 SF
0025	GOODWILL	22,800 SF
0026	SALON SUITES	4,766 SF
0027	ADVANCED PHYSICIANS GROUP	9,800 SF
0028	PMC DIALYSIS SERVICES	8,274 SF
	WILLOWBROOK	
0030	MADIG NAILB	1,782 SF
0031	SALON	6,801 SF
0035	BANK OF AMERICA	1 SF

REVISION

Rick Spector 07/08/2017



EXHIBIT "C"  
PLAN COMMISSION RECOMMENDATION

**MEMORANDUM**

MEMO TO: Frank A. Trilla, Mayor  
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: July 17, 2014

SUBJECT: Zoning Hearing Case 14-06: 6300 Kingery Highway,  
"Oishi Sushi": Petition for a Special Use permit and  
other relief as may be required to allow a 1,890  
square foot restaurant to operate in Hinsdale Lake  
Commons Shopping Center.

At the special meeting of the Plan Commission held on July 16, 2014, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Soukup based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use outlined in Exhibit 3 of the staff report prepared for PC 14-06 for the July 16, 2014 Plan Commission meeting, and that the Plan Commission recommend to the Village Board approval of a special use for a restaurant subject to the following condition:

2. The special use for a restaurant shall only apply to the 1900 square feet in tenant space number 2.

ROLL CALL: AYES: Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner, and Chairman Kopp; NAYS: None. ABSENT: Commissioner Remkus.

MOTION DECLARED CARRIED

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

DK:jp

**FINDINGS OF FACTS ON STANDARDS FOR SPECIAL USE**  
**Zoning Hearing Case 14-06: 6300 Kingery, Oishi Sushi**

- (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.

*Finding: An 1,890 square foot Sushi Restaurant in Tenant Space 2 will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. It is well situated within the shopping center.*

- (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.

*Finding: An 1,890 square foot Sushi Restaurant in Tenant Space 2 will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted*

- (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.

*The shopping center is already developed and a restaurant is a permitted special use in the zoning district.*

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

*The shopping center is already provided with adequate utilities, access roads, drainage and other 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 proposed use will not have an impact on ingress or egress to or from the public streets.*

- (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.

*The special use itself conforms to all other applicable regulations of the district in which it is located*

(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. (Ord. 97-0-05, 1-27-1997)

*Oishi Sushi has not requested approval in the past to locate in this shopping center.*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

Consideration of an Ordinance approving a Special Use for a Drive Through Restaurant and Certain Variations to authorize a 1,187 square foot restaurant- 301 W. 75<sup>th</sup> street./PC 2014-08

**AGENDA NO.**

7

**AGENDA DATE:** 8/11/14**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant**SIGNATURE:**JO ELLEN CHARLTON TH.**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:**THOMAS BASTIAN TH.**RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:**Tim Halik**REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Village Board received the Plan Commission's recommendation at the July 28, 2014 meeting. This site is the former home of a Kentucky Fried Chicken drive-through restaurant, with an original approval that required compliance with a particular site plan. A new special use was required based on the applicant's desire to modify the site to provide for a more efficient use of the drive through.

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

The Plan Commission held the public hearing and made a recommendation to approve the requested special use for a drive through and the variations at a special meeting on July 16, 2014 subject to conditions requiring compliance with certain comments and the completion of engineering. Compliance with these conditions is included in the ordinance, which indicates that all plans must be submitted and approved prior to the issuance of construction permits. The site will be reconstructed so that there is more pervious surface than exists today, so engineering plans deal mostly with elevations, paving details and other site improvements, as opposed to any stormwater requirements. Also, in response to concerns from the neighboring shopping center, certain landscape requirements along the west property line will be adjusted to allow continued visibility to their monument sign and to discourage cross over parking on their site.

**ACTION PROPOSED:**

August 11, 2014: Staff recommends approval of the attached ordinance.

ORDINANCE NO. 14-O-\_\_\_\_\_

AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A RESTAURANT AND  
DRIVE THROUGH USE AND GRANTING CERTAIN VARIATIONS  
ChiShack - 301 W. 75h Street, Willowbrook, Illinois

---

**WHEREAS**, on or about June 18, 2014, Ray Shenouda, as applicant, ("APPLICANT") with approval from property owner SMPK, 924 W. 67<sup>th</sup> Darien, IL 60561, ("OWNER"), filed an application with the Village of Willowbrook, requesting that the Village grant a special use permit for a drive through restaurant and variations with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

**WHEREAS**, Notice of a Public Hearing on said application was published on or about June 27, 2014 in a newspaper having general circulation within the Village, to-wit, the *Suburban Life* 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 July 16, 2014, 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, including its Findings of Fact, to the Mayor and Board of Trustees on or about July 28, 2014, 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 Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

**SECTION ONE:** 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 Sections 9-14-5, 9-6B-2-2 and 9-6B-2-17 of the Zoning Ordinance of the Village of Willowbrook, to allow the operation of a drive-through restaurant use on the Subject Property.

**SECTION TWO:** That pursuant to Section 9-14-4 of the Village Code, the following variations from the provisions of the Zoning Ordinance be and the same are hereby granted:

- A. Section 9-12-2, to allow a refuse enclosure less than 10' from the property line.
- B. Section 9-10-5(G), to allow a western interior parking setback of 2', and an eastern interior parking setback of 2'7", when 10' is required.
- C. Section 9-10-5(G), to allow a northern front parking setback of 9'10" when 15' is required.

**SECTION THREE:** That the Findings of Fact made by the Plan Commission in its recommendation attached hereto as Exhibit "B" are hereby adopted by the Mayor and Board of Trustees.

**SECTION FOUR:** That the relief granted in Section One of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibit 1 of the staff report prepared for PC 14-08 except as may be modified in response to compliance with Village Codes or conditions recommended by the Plan Commission and as approved by the Village Engineer. Approved signage is limited to the 105.27 square feet of signage including one monument sign and one wall sign on each of the north, east and west frontages will be permitted.
2. The Landscape Plan shall be revised, resubmitted and approved by the Village in compliance with Village Codes prior to the issuance of any construction permits, except that one (1) required shade tree may be substituted with an approved shrub in the end island located on the west side of the 75<sup>th</sup> Street entrance, in order to preserve visibility to a neighboring monument sign located just west of the landscape island.
3. Engineering Plans for site improvements must be submitted and approved by the Village Engineer in compliance with Village Codes.
4. A sidewalk connection shall be provided on the north property line where a curb cut provides pedestrian access to the site from the 75<sup>th</sup> Street sidewalk.
5. The menu board shall be moved west from the sidewalk into the landscape area.
6. A stop sign shall be added at the southwest exit from the site.

**SECTION FIVE:** 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 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 11<sup>th</sup> day of August, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_  
                             NAYS: \_\_\_\_\_  
                             ABSTENTIONS: \_\_\_\_\_  
                             ABSENT: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: LOT 2 IN PALATIAL HILLS RESUBDIVISION OF LOT 1 IN PALATIAL HILLS, UNIT NO. 1 A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MARCH 2, 1966 AS DOCUMENT NUMBER R66-7097, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS CONTAINED IN THE JOINT GRANT OF EASEMENT BY AND BETWEEN LASALLE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 7, 1974 AND KNOWN AS TRUST NUMBER 44669 AND KFC NATIONAL MANAGEMENT COMPANY, RECORDED NOVEMBER 14, 1979 AS DOCUMENT NUMBER R79-102987.

PIN: 09-27-402-004-0000

Commonly Known As: 301 75<sup>th</sup> Street, Willowbrook, Illinois  
60514

EXHIBIT "B"

PLAN COMMISSION RECOMMENDATION

**M E M O R A N D U M**

MEMO TO: Frank A.Trilla, Mayor  
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: July 17, 2014

SUBJECT: Zoning Hearing Case 14-08: 301 W. 75<sup>th</sup>  
Street, "Chishack": Petition for a  
special use permit for a restaurant and  
drive through and approval of  
variations to allow a 1,187 square foot  
restaurant.

At the special meeting of the Plan Commission held on July 16, 2014, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Ruffolo, seconded by Vice-Chairman Wagner based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and variations outlined in Exhibits 3 and 4 respectively of the staff report prepared for PC 14-08 for the July 16, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a drive through restaurant; a variation from 9-12-2 to allow a refuse enclosure less than 10' from property line; a variation from 9-10-5G to allow a western interior parking setback of 2' and eastern interior parking setback of 2'7" when 10' is required; and a variation from 9-10-5G to allow a northern front parking setback of 9'10" when 15' is required subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibit 1 of the staff report prepared for PC 14-08 except as may be modified in response to compliance with Village Codes or

conditions recommended by the Plan Commission and as approved by the Village Engineer. Approved signage is limited to the 105.27 square feet of signage including one monument sign and one wall sign on each of the north, east and west frontages will be permitted.

2. The Landscape Plan shall be revised, resubmitted and approved by the Village in compliance with Village Codes prior to installation of landscape materials
3. Plans shall be revised prior to being considered by the Village Board in compliance with the planning comments outlined in Exhibit 2 of the staff report prepared for PC 14-08 for the July 16, 2014 Plan Commission meeting.

ROLL CALL: AYES: Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner, and Chairman Kopp;  
NAYS: None. ABSENT: Commissioner Remkus.

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 "B" (Continued)

**FINDINGS OF FACT ON STANDARDS**

**Standards for Special Use**

- (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.

*Finding: The reuse of the existing 1,187 square foot building on the site will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare if approved with recommended conditions.*

- (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.

*Finding: The propose use will be an asset to businesses in the Willow Commons shopping center, which includes uses where students are dropped off for instructional purposes. It will also be of benefit to students and visitors to Hinsdale South high school across the street.*

- (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.

*Finding: The proposed special use will not impede development of the surrounding area.*

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

*Finding: The site is served by existing access to/from 75<sup>th</sup> and via an easement that provides access to Clarendon Hills Road through the Willow Commons Shopping Center. The 75<sup>th</sup> Street access will be improved pursuant to a County permit, and access and circulation around the building will be improved pursuant to the proposed plans.*

- (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.

*Finding: The proposed improvements will improve circulation and safety around the site.*

- (F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is

EXHIBIT "B" (Continued)

**FINDINGS OF FACT ON STANDARDS**

located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

*Finding: Except as being modified by variations, the proposed special use itself conforms to all other applicable regulations of the district in which it is located.*

(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. (Ord. 97-O-05, 1-27-1997)

*Finding: This applicant has not requested approval in the past to locate in this shopping center.*

EXHIBIT "B" (Continued)

**FINDINGS OF FACT ON STANDARDS**

**Standards for Variations**

- (A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.

*Finding: The subject property cannot support the proposed use and many other permitted uses without the variations because of its nonconforming status. The site has remained vacant for some time and relief is necessary to return the property to active economic status.*

- (B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.

*Finding: Granting of the variation will not simply be a convenience to the applicant, but will instead improve circulation within the site and provide increased setbacks where none currently exist.*

- (C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.

*Finding: The hardship has not been created by any person presently having a proprietary interest in the premises. Instead, the hardship is the result of incorporation modern modifications to the site which is nonconforming*

- (D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

*Finding: The requested variation will not be detrimental to public welfare or injurious to other property or improvements, but will instead create a more safe environment by improving circulation in and around the site and increasing perimeter landscaping setbacks.*

- (E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially

EXHIBIT "B" (Continued)

**FINDINGS OF FACT ON STANDARDS**

increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

*Finding: The variations will have no impact on the supply of light and air to adjacent properties, nor will they increase congestion in the streets or increase the danger of fire, or endanger public safety.*

- (F) The proposed variation will not alter the essential character of the locality. (Ord. 77-0-4, 2-14-1977)

*Finding: The variation will not alter the character of the area in a negative way.*

- (G.) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-0-05, 1-27-1997)

*Finding: The proposed variations are in harmony with the spirit and intent of this title*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION ACCEPTING A PROPOSAL TO PROVIDE PROFESSIONAL PLANNING SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID PROPOSAL – POLICE FACILITY PLANNING – WILLIAMS ARCHITECTS

**AGENDA NO.** 8

**AGENDA DATE:** 8/11/14

**STAFF REVIEW:** Tim Halik, Village Administrator

**SIGNATURE:** Tim Halik

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

**SIGNATURE:** THOMAS BASTIAN TH.

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

**SIGNATURE:** Tim Halik

**REVIEWED BY MUNI. SERVICES COMMITTEE:** YES  on August 11, 2014 NO  N/A

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

On September 9, 2013, the Village Board accepted a proposal from Williams Architects to update our space needs plan and provide planning services for both the Village Hall and police department projects for \$12,500. As part of the project, Mark Bushhouse from Williams Architects, Chief Shelton, and Administrator Halik jointly completed the space needs plan update. Our attention was then turned on reviewing design concepts for both buildings. This process included reviews and feedback from both Trustee Mistele and Mayor Trilla. Although some initial design concept work on the police department was completed, it was decided to focus mainly on the Village Hall concept in order to ensure that Phase I of the project could commence as soon as possible.

Now that the Village Hall is under construction, Mark Bushhouse from Williams Architects was advised that we now want to further consider design concepts for the police renovation, which will occur next year (FY 2015/16). Mr. Bushhouse provided the attached proposal.

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

As part of this proposal, Mr. Bushhouse strongly recommends that a review of existing conditions (which was not included in the first proposal) be completed as a component within the scope of this planning project. In addition, the scope of work under this proposal will also include another review of our previous space programming, the completion of police facility concept plans, project budgeting, meetings with staff, and Board presentation for \$9,500 (The existing conditions study will cost around \$5,000, and the remainder of the work outlined above will cost \$4,500).

Sufficient funds are included in the FY 2014/15 budget (within the L.A.F.E.R fund) for this expenditure.

**ACTION PROPOSED:** Adopt the Resolution.

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION ACCEPTING A PROPOSAL TO PROVIDE PROFESSIONAL PLANNING SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID PROPOSAL – POLICE FACILITY PLANNING – WILLIAMS ARCHITECTS

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk are hereby authorized and directed to accept the proposal from Williams Architects, attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, to provide professional planning services to include the completion of an existing conditions review/report of the existing municipal facility along with conceptual design work relating to the renovation of the existing Village police facility, 7760 Quincy Street, and as approved by the Village Attorney.

ADOPTED and APPROVED this 11<sup>th</sup> day of August, 2014

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

NAY: \_\_\_\_\_

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

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

30 July 2014



Mr. Tim Halik  
Village Administrator  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527-5594

Re: Professional Services and Fee Proposal – Planning Services  
Police Facility Planning  
Existing Municipal Facility  
WA Project No. 2014-002

Dear Tim:

We at Williams Architects (WA) are grateful and excited to provide this professional services proposal to the Village of Willowbrook for a Planning Study to renovate the existing Village Municipal Facility into a Police Facility.

**PROJECT UNDERSTANDING:**

- A. Village Hall functions will move into the renovated building at 835 Midway later this year.
- B. The Village Board room functions are expected to move into the 825 Midway building once the current tenant leaves and the facility is renovated.
- C. The police department will have full use of the existing municipal building when these two projects are complete.
- D. The Village plans to use the existing municipal facility at 7760 Quincy Street for the exclusive use by the Police Department, once the Board Room functions move to 825 Midway. In the interim, the Village Board will continue to meet in the existing Board Room.
- E. The Village has decided to conduct a brief planning study to determine the correct approach to renovating the existing municipal facility to meet the needs of the Police Department.
- F. The Village expects to begin the renovation work for the police facility as soon as practical, once the Village Hall functions are relocated.
- G. The project scope has yet to be determined.

**BASIC SERVICES TO BE PROVIDED:**

- A. Review of previous space programming
  - 1. Staff to review previous space programming versus current and expected staffing levels.
  - 2. WA to meet with staff to review.
  - 3. WA to prepare revised space programs.
  - 4. WA to convey these to staff for their review, refinements and approval.
- B. Existing Conditions review
  - 1. Architectural (building shell, roofing, finishes, any major code issues).
  - 2. Mechanical.
  - 3. Electrical.
  - 4. Plumbing.
  - 5. Fire Suppression.

6. WA and W-T Engineers to issue brief reports regarding the existing conditions and provide recommendations based on the facility's ability to be renovated for Police use.
- C. Conceptual Design
1. WA to meet with staff to review the approved space program and existing conditions reports and discuss / sketch concepts for the building.
  2. WA to prepare design options based on the meeting with staff.
  3. WA to meet with staff to review design options for selection of best concept and refinements.
  4. WA to refine chosen design and prepare planning level project budget.
  5. WA to convey design and budget to staff for review and comment.
  6. WA to revise and resubmit for staff approval.
  7. WA to work with staff to present the results of the planning study to the Village Board.

**DELIVERABLES:**

The final deliverables to the Village of Willowbrook shall include the following:

1. Colored site and floor blocking plan.
2. Project budget.
3. Space program.
4. Existing conditions reports.

**ADDITIONAL SERVICES AND / OR OWNER-SUPPLIED ITEMS:**

The following services are not included at this time:

1. Basic design services.
2. Engineering consulting beyond those indicated.
3. Zoning approval assistance.
4. Attendance at additional Board and public meetings.
5. All civil engineering, site surveying and topographic services will be provided by the Owner.
6. Environmental, LEED consulting and testing.
7. Exterior or interior 3D sketches or renderings.

**TERMS AND CONDITIONS:**

**Compensation:**

We propose to provide the above noted Planning Services for a fixed lump sum of Nine Thousand Five Hundred Dollars (\$9,500.00)

**Invoices:**

We shall invoice on a monthly basis for the work completed in the prior month. Payments to be made in compliance with the Illinois local government prompt payment act.

**Reimbursable Expenses:**

Additionally, we will invoice for Project related reimbursable expenses such as printing and photocopying, photography, renderings, telephone and fax, electronic documentation transfer, postage / messenger / fed ex, permits, mileage, project related supplies, etc. Reimbursable expenses will be billed in addition to the aforementioned professional service fee and shall be invoiced times a 1.15 multiplier.

**Additional Services:**

Additional Services shall include those services not noted as Basic Services in this proposal. Additional services shall include any increases in Project scope.

Any services provided on an hourly basis and Additional Services requested in writing for work not included, shall be provided in accordance with the rates listed below. These rates shall be revised at the beginning of June each year. The following rates shall hold thru 31 May 2015.

**Williams Architects 2014 – 2015 Rate Table**

Principal II.....	\$ 202.00/Hour
Principal I.....	\$ 185.00/Hour
Associate Principal.....	\$ 172.00/Hour
Senior Project Manager.....	\$ 170.00/Hour
Senior Associate.....	\$ 166.00/Hour
Associate / Project Manager.....	\$ 151.00/Hour
Architect III.....	\$ 134.00/Hour
Architect II.....	\$ 123.00/Hour
Architect I.....	\$ 111.00/Hour
Project Coordinator IV.....	\$ 101.00/Hour
Project Coordinator III.....	\$ 92.00/Hour
Project Coordinator II.....	\$ 79.00/Hour
Project Coordinator I.....	\$ 68.00/Hour
Project Technician II.....	\$ 51.00/Hour
Project Technician I.....	\$ 41.00/Hour
Aquatic Engineer II.....	\$ 159.00/Hour
Aquatic Engineer I.....	\$ 121.00/Hour
Director of Marketing.....	\$ 149.00/Hour
Marketing Coordinator.....	\$ 108.00/Hour
Accounting.....	\$ 143.00/Hour
Secretarial.....	\$ 101.00/Hour
Clerical.....	\$ 72.00/Hour
Director of Interior Design.....	\$ 136.00/Hour
Interior Designer V.....	\$ 106.00/Hour
Interior Designer IV.....	\$ 88.00/Hour
Interior Designer III.....	\$ 70.00/Hour
Interior Designer II.....	\$ 58.00/Hour
Interior Designer I.....	\$ 42.00/Hour

**PROJECT TEAM LEADERSHIP:**

Mark Bushouse shall be the Principal-in-charge and personally lead the Planning Phase work

**CONCLUSION:**

We understand the Village intends to have WA provide the basic design services for this project based upon satisfactory completion of this planning work and the Board's approval to proceed with the design and construction of these facility improvements.

If you are in agreement with the terms of this Letter of Agreement, please sign and date below, and return one original to our office. It is understood that the general terms of this proposal are as per the AIA Document B101-2007 and in keeping with the Architect's Standard of Care.

Thank you again for this wonderful opportunity to provide our services to you. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Mark S. Bushhouse, AIA  
President

**ACCEPTED BY:**

The Village of Willowbrook hereby accepts the terms and conditions of this proposal and authorizes Williams Architects to begin their services immediately.

ACCEPTED:

\_\_\_\_\_  
Printed Name and Title – Village of Willowbrook Authorized Representative

\_\_\_\_\_  
Village of Willowbrook Authorized Representative's Signature

\_\_\_\_\_  
Date

xc: Scott Lange / Williams Architects  
Sonja Sporleder / Williams Architects