

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, SEPTEMBER 14, 2015, AT 6:30 P.M. AT THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITOR'S 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 - August 24, 2015 (APPROVE)
 - c. Warrants - \$224,028.23 (APPROVE)
 - d. Monthly Financial Report - August 31, 2015 (APPROVE)
 - e. Ordinance - An Ordinance Approving the Termination by the Village of Willowbrook of a Certain License Agreement Allowing Communication Equipment to be Maintained at the Water Tower Located at 7760 Quincy Street by Southwest Central Dispatch (PASS)
 - f. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(E) of the Village Code - Classifications: Class E License (PASS)
 - g. Resolution - A Resolution Approving a Plat of Easement - 7627 Virginia Court (ADOPT)
 - h. Resolution - A Resolution Authorizing the Acceptance of Change Order Number 1 - Various Additions - 67th Street Water Tank Re-Coating Project, and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Order (ADOPT)
 - i. Motion to Approve - 2015 Motor Fuel Tax (MFT) Roadway Maintenance Program: Payout #1 - Partial Payment - K-Five Construction Corporation (APPROVE)

- j. Plan Commission Recommendation - Approval of a Two Lot Subdivision - 7523 Brookbank Road (RECEIVE)
- k. Proclamation - A Proclamation Recognizing Fire Prevention Week and Fire Safety Month in October within the Village of Willowbrook (PASS)

NEW BUSINESS

- 6. ORDINANCE - AN ORDINANCE APPROVING A TEXT AMENDMENT TO ADD "RECREATIONAL USES" AS A NEW SPECIAL USE IN THE M-1 ZONING DISTRICT
- 7. ORDINANCE - AN ORDINANCE APPROVING A SPECIAL USE FOR A RECREATIONAL USE AT 7850 QUINCY STREET - WILLOWBROOK BASEBALL/SOFTBALL FACILITY
- 8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL ARCHITECTURAL SERVICES - 7760 QUINCY STREET (VILLAGE POLICE STATION BUILDING) RENOVATION PROJECT - 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:
 - a) Appointment, Employment, Compensation, Performance of a Specific Employee Pursuant to 5 ILCS 120/2(c)(1)
- 15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 24, 2015 AT THE VILLAGE POLICE STATION BUILDING, 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 Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: None

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Jr., Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Mark Shelton, Deputy Chief Mark Altobella, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Willowbrook Canine Officer David Gaddis 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 - August 10, 2015 (APPROVE)
- c. Warrants - \$271,219.45 (APPROVE)
- d. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance No. 15-O-20 (PASS)
- e. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance No. 15-O-21 (PASS)

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 Oggerino to approve the Omnibus Vote Agenda as presented.

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. DELINQUENT WATER BILLS

Administrator Halik advised that there were no outstanding water bills at this time.

7. PROCLAMATION - A PROCLAMATION RECOGNIZING THE RETIREMENT OF THE FIRST VILLAGE OF WILLOWBROOK CANINE, ICHA, AND ACKNOWLEDGING HER DEDICATION AND SERVICE TO THE CITIZENS OF WILLOWBROOK AS A MEMBER OF THE WILLOWBROOK POLICE DEPARTMENT

Mayor Trilla presented Officer David Gaddis with a proclamation recognizing the retirement of the first Willowbrook Police Department Canine, Icha. Commendations were also presented to Officer Gaddis from representatives from the Willowbrook Police Department, Willowbrook FOP Lodge #128, and the FIAT Canine Response Team. Mayor Trilla, the Board of Trustees, and Staff thanked Officer Gaddis and Icha for their service.

8. ORDINANCE - AN ORDINANCE APPROVING WITHDRAWAL BY THE VILLAGE OF WILLOWBROOK FROM SOUTHWEST CENTRAL DISPATCH AND THE SOUTHWEST CENTRAL 911 SYSTEM

Chief Shelton reminded the Village Board that they had concurred at the previous Board meeting to leave Southwest Central Dispatch (SWCD) and change dispatching services to DuPage Public Safety Communications (Du-COMM). In accordance with the SWCD By-Laws, SWCD must receive an ordinance authorizing the withdrawal prior to October 1, 2015. The new dispatching service with Du-COMM will begin on May 1, 2016.

Chief Shelton advised that the signed and approved ordinance will be hand delivered to SWCD on Tuesday, August 25, 2015.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass Ordinance No. 15-O-22 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH DUPAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM) REGARDING A JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT

Chief Shelton had no further report.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 15-R-56 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. COMMITTEE REPORTS

Trustee Neal presented Chief Shelton with a water color portrait of Willowbrook Canine Icha. The painting was created by her niece, Dottie Mueller. Chief Shelton related that the painting will be mounted in the newly renovated police department.

Trustee Kelly thanked the Village Attorney with his quick response to Trustee Kelly's question about the use of electronic communications.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

11. ATTORNEY'S REPORT

Attorney Bastian advised that he had forwarded information to the Village Board regarding electronic communications on public officials' personal electronic devices.

12. CLERK'S REPORT

Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halik distributed a copy of a recent Chicago Tribune article that had been published in the Real Estate section. The article was about a Willowbrook resident who loves living in this community.

14. MAYOR'S REPORT

Mayor Trilla informed the Board that the water tower painting at 67th Street and Route 83 is ahead of schedule. Mayor Trilla was also pleased to announce that there was no damage sustained during the storm of the previous week. Mayor Trilla also related that the new Whole Foods Store, located at 6300 Kingery Highway, will have their grand opening on Wednesday, August 26th at 9:00 a.m.

15. EXECUTIVE SESSION

Mayor Trilla stated that there was no need for Executive Session during tonight's meeting.

16. ADJOURNMENT

MOTION: Made by Trustee Berglund and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 6:48 p.m.

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

MOTION DECLARED CARRIED

Page 5
Village Board Minutes
August 24, 2015

PRESENTED, READ and APPROVED.

September 14, 2015.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

September 14, 2015

GENERAL CORPORATE FUND	-----	\$173,648.88
WATER FUND	-----	23,187.96
MOTOR FUEL TAX FUND	-----	1,423.10
WATER CAPITAL IMPROVEMENT FUND	-----	24,636.70
L.A.F.E.R. FUND	-----	1,131.59
TOTAL WARRANTS	-----	\$224,028.23



Carrie Dittman, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 1

RUN TIME: 02:17PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AL WARREN OIL CO (2205)	09/15 CK# 87204	\$600.00
10929238 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	600.00
ALFREDO GARCIA (1735)	09/15 CK# 87205	\$75.00
FORFEIT/PRIZE \$ SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	75.00
ALL AMERICAN PAPER COMPANY (68)	09/15 CK# 87206	\$208.02
89658 MAINTENANCE - PW BUILDING	01-35-725-418	173.67
89764 MAINTENANCE - PW BUILDING	01-35-725-418	34.35
AMERICAN LITHO (2436)	09/15 CK# 87207	\$3,883.87
249185 PRINTING & PUBLISHING 01-601-302	01-20-550-302	3,883.87
APPRIZE PROMOTIONAL PRODUCTS (2457)	09/15 CK# 87208	\$135.00
54632 PRINTING & PUBLISHING 01-501-302	01-35-710-302	135.00
AZAVAR AUDIT SOLUTIONS INC (158)	09/15 CK# 87211	\$311.47
11200/SEP 15 UTILITY TAX 01-310-205	01-310-205	311.47
BENITO'S LANDSCAPING (2720)	09/15 CK# 87212	\$2,185.00
15-3523 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	2,185.00
BLACK GOLD SEPTIC (208)	09/15 CK# 87213	\$310.00
7782 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
BUTTREY RENTAL SERVICE, INC. (265)	09/15 CK# 87214	\$862.40
207456 EQUIPMENT RENTAL 01-535-290	01-35-750-290	770.00
209012 EQUIPMENT RENTAL 01-535-290	01-35-750-290	92.40
MARK CAPOSIENO (292)	09/15 CK# 87216	\$148.50
AUG 15 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	148.50
CAR REFLECTIONS (296)	09/15 CK# 87217	\$1,550.00
15-345 NEW VEHICLES 01-485-625	01-30-680-625	1,550.00
CHRISTOPHER B. BURKE (333)	09/15 CK# 87219	\$9,293.42
124144 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	3,182.52
124148 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	497.00
124149 REIMB.	01-15-520-254	110.00
12415 REIMB.	01-40-820-246	550.00
124151 REIMB.	01-40-820-246	209.00
124152 FEES - ENGINEERING 01-505-245	01-35-720-245	840.42
124153 REIMB.	01-40-820-259	199.50
124154 REIMB.	01-40-820-259	509.00
124155 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	165.00
124161 REIMB. DCEO GRANT	01-35-765-685	3,030.98
CNH INDUSTRIAL (1735)	09/15 CK# 87220	\$50.00
FORFEIT FEE 15 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
COMCAST CABLE (365)	09/15 CK# 87221	\$230.70
PW - AUG 15 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	102.85
VH - AUG 15 E.D.P. SOFTWARE 01-410-212	01-10-460-212	127.85
COMMONWEALTH EDISON (370)	09/15 CK# 87222	\$1,188.04
184411000AUG15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	693.33
4215105154AUG15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	494.71
CONRAD POLYGRAPH INC (2546)	09/15 CK# 87223	\$560.00
1756 EXAMS - POLYGRAPH 01-745-545	01-07-440-545	560.00
DAN LEHMAN (1735)	09/15 CK# 87224	\$150.00
FORFIET/PRIZE \$ SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	150.00

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 2

RUN TIME: 02:17PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DELTA DENTAL PLAN OF ILLINOIS (468)	09/15 CK# 87225	\$4,370.59
SEPT 2015 EMP DED PAY-INS 01-210-204	01-210-204	1,022.74
SEPT 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	271.09
SEPT 2015 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	57.16
SEPT 2015 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	156.77
SEPT 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,498.65
SEPT 2015 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	192.70
SEPT 2015 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	171.48
LARY DENZ (2331)	09/15 CK# 87226	\$132.00
AUGUST 15 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	132.00
DEPT OF FINANCIAL & PROFESSIONAL REG (2718)	09/15 CK# 87227	\$120.00
DITTMAN CPA LIC FEES DUES SUBSCRIPTIONS 01-25-610-307	01-25-610-307	120.00
DUPAGE CONVENTION (494)	09/15 CK# 87228	\$35.00
TRAILLA 724 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	35.00
DUPAGE COUNTY E.T.S.B. 911 (513)	09/15 CK# 87229	\$468.37
AUGUST 2015 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
DUPAGE COUNTY RECORDER (518)	09/15 CK# 87230	\$192.00
09096 081915 FEES DUES SUBSCRIPTIONS 01-15-510-307	01-15-510-307	192.00
DUPAGE MAYORS AND MGRS. CONF. (527)	09/15 CK# 87231	\$4,904.11
9119 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	4,904.11
ED GRANT (1735)	09/15 CK# 87232	\$50.00
15 FORFEIT FEE SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
SCOTT EISENBEIS (547)	09/15 CK# 87233	\$62.45
BIKE PATROL SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	33.50
BIKE UNFRMS UNIFORMS 01-451-345	01-30-630-345	28.95
FALCO'S LANDSCAPING INC (581)	09/15 CK# 87235	\$9,450.00
3261 #3 CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	3,904.88
3261 #3 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	4,345.12
3262 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	450.00
3262 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	750.00
FEDERAL EXPRESS CORP. (592)	09/15 CK# 87236	\$83.57
5-139-09969 POSTAGE & METER RENT 01-420-311	01-10-455-311	83.57
FOREST AWARDS & ENGRAVING (623)	09/15 CK# 87237	\$24.00
79961 OFFICE SUPPLIES 01-420-301	01-10-455-301	24.00
FRED LANGER (1735)	09/15 CK# 87238	\$175.00
15FORFEIT/PRZE SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	175.00
GOVT FINANCE OFCRS ASSN (705)	09/15 CK# 87239	\$135.00
2796166/DITTMAN SCHOOLS-CONFERENCE TRAVEL 01-25-610-304	01-25-610-304	135.00
HARRY MATTSON (1735)	09/15 CK# 87240	\$50.00
2015 FORFEIT SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
HEAT ENGINEERING CO (2669)	09/15 CK# 87241	\$718.55
166206 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	199.50
166212 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	519.05
DAVE HILBERT (781)	09/15 CK# 87242	\$66.00
15 AUIG GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	66.00
HILTON HOTEL (788)	09/15 CK# 87243	\$560.00
CLERKS TRNG SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	560.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR SEPTEMBER, 2015

RUN DATE: 09/10/15

RUN TIME: 02:17PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
HINSDALE NURSERIES, INC. (793)	09/15 CK# 87244	\$847.46
1513315 REIMB.	01-10-466-293	847.46
HINSDALE VILLAGE OF (798)	09/15 CK# 87245	\$220.00
PR2015SUM SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	220.00
HOME DEPOT CREDIT SERVICES (808)	09/15 CK# 87246	\$145.28
2023987 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	87.96
9022961 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	57.32
HOMER INDUSTRIES (2416)	09/15 CK# 87247	\$1,440.00
S80381 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	1,440.00
INTERGOVERNMENTAL PERSONNEL (934)	09/15 CK# 87250	\$41,328.26
SEPT 2015 EMP DED PAY-INS 01-210-204	01-210-204	10,462.85
SEPT 2015 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	78.21
SEPT 2015 LIFE INS BENEFIT -APPOINTED/ELECTED	01-07-435-148	29.20
SEPT 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	570.75
SEPT 2015 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	695.48
SEPT 2015 PLAN COMMISSION COMPENSATION	01-15-510-340	58.39
SEPT 2015 LIFE INS BENEFIT -APPOINTED/ELECTED	01-20-550-148	84.10
SEPT 2015 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,965.19
SEPT 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	24,305.71
SEPT 2015 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	967.95
SEPT 2015 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,110.43
JACK PHELAN DODGE (2285)	09/15 CK# 87251	\$23.10
644684 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	23.10
JASON PERGANDE (1735)	09/15 CK# 87252	\$225.00
15 FORFEIT/PRZE SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	225.00
JUSTIN FRAIT (1735)	09/15 CK# 87253	\$225.00
PRIZE/FORFEIT SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	225.00
KING CAR WASH (1057)	09/15 CK# 87254	\$325.00
60/AUG 15 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	325.00
DENNIS KOWSKI (1078)	09/15 CK# 87255	\$33.00
AUGUST 2015 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	33.00
MEL KREJCI (1081)	09/15 CK# 87256	\$74.00
AUGUST 2015 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	74.00
LINOA FEINSTEIN (1735)	09/15 CK# 87257	\$50.00
FORFEIT FEE SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
LOGSDON OFFICE SUPPLY (2452)	09/15 CK# 87258	\$224.03
48422 OFFICE SUPPLIES 01-420-301	01-10-455-301	110.89
48422 OFFICE SUPPLIES 01-501-301	01-35-710-301	10.29
48422 OFFICE SUPPLIES 01-551-301	01-40-810-301	29.21
947302-002 OFFICE SUPPLIES 01-420-301	01-10-455-301	-29.98
950079-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	87.88
950079-001 COMMISSARY PROVISION 01-420-355	01-10-455-355	15.74
MARQUARDT PRINTING CO. (2543)	09/15 CK# 87259	\$957.00
27455 PRINTING & PUBLISH 01-420-302	01-10-455-302	127.00
27456 PRINTING & PUBLISHING 01-551-302	01-40-810-302	137.00
27509 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	601.00
27533 PRINTING & PUBLISH 01-420-302	01-10-455-302	92.00

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 4

RUN TIME: 02:17PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DAVE MATTHEWS (1214)	09/15 CK# 87260	\$66.00
AUGUST 2015 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	66.00
METRO REPORTING SERVICE LTD. (1246)	09/15 CK# 87261	\$293.86
12077 FEES - COURT REPORTER 01-15-520-246	01-15-520-246	293.86
MIKE LAMPHEAR (1735)	09/15 CK# 87262	\$100.00
PRZE/FORFEIT SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	100.00
MOTOROLA SOLUTIONS INC (1312)	09/15 CK# 87263	\$136.00
192326302015AUG FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00
197237302015SEP FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00
NEOPOST LEASING (1358)	09/15 CK# 87264	\$872.88
N5506407 POSTAGE & METER RENT 01-420-311	01-10-455-311	395.91
NS480856 OFFICE SUPPLIES 01-451-301	01-30-630-301	476.97
NICOR GAS (1370)	09/15 CK# 87265	\$145.74
PD - AUG15 NICOR GAS (7760) 01-405-235	01-10-466-235	96.85
PW - AUG15 NICOR GAS	01-35-725-415	24.29
VH - AUG15 NICOR GAS (835)	01-10-466-236	24.60
NOVOTNY FRANK & ASSOC. INC. (1394)	09/15 CK# 87266	\$80.00
AUG 2015 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	80.00
OCCUPATIONAL HEALTH CENTERS (2413)	09/15 CK# 87267	\$752.00
1009003324 WELLNESS 01-440-276	01-10-480-276	106.00
1009025240 EXAMS - PHYSICAL 01-745-543	01-07-440-543	540.00
1009025240 WELLNESS 01-440-276	01-10-480-276	106.00
ORIENTAL TRADING (2418)	09/15 CK# 87268	\$917.53
673095003-01 COMMODITIES 01-482-331	01-30-670-331	917.53
PACIFIC TELEMAGEMENT SERVICES (2197)	09/15 CK# 87269	\$78.00
773426/SEPT 15 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PAM ROHBACHER (1735)	09/15 CK# 87270	\$150.00
PRIZE \$/FORFEIT SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	150.00
PCS INDUSTRIES (2676)	09/15 CK# 87271	\$515.18
209132 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	49.44
211126 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	465.74
PCS INTERNATIONAL (2201)	09/15 CK# 87272	\$216.34
136113 VILLAGE WIDE IT SOFTWARE/LICENSES	01-25-615-213	216.34
PETTY CASH C/O TIM HALIK (1492)	09/15 CK# 87274	\$556.79
9/9/15 GAS-OIL-WASH-MILEAGE 01-05-410-303	01-05-410-303	5.03
9/9/15 FEES DUES SUBSCRIPTIONS 01-15-510-307	01-15-510-307	2.00
9/9/15 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	4.56
9/9/15 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	58.11
9/9/15 OPERATING EQUIPMENT 01-451-401	01-30-630-401	194.26
9/9/15 GAS-OIL-WASH-MILEAGE 01-551-303	01-40-810-303	0.90
9/9/15 OPERATING EQUIPMENT 01-551-401	01-40-810-401	11.93
9/9/15 AMNESTY POSTAGE & METER RENT 01-501-311	01-35-710-311	280.00
THE PILATES BODY INC (2297)	09/15 CK# 87275	\$1,813.50
19559 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	1,417.50
19559 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	396.00
PUBLIC SAFETY DIRECT INC (2309)	09/15 CK# 87276	\$7,093.74
27824 NEW VEHICLES 01-485-625	01-30-680-625	6,365.76
27870 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	727.98

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 5

RUN TIME: 02:17PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
RAGS ELECTRIC, INC (1585)	09/15 CK# 87277	\$472.50
15132 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	205.00
15134 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	137.50
15135 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	130.00
RIGHT FIT SPORT FITNESS WELLNESS (2298)	09/15 CK# 87278	\$583.00
4908 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	59.00
4909 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	123.00
4909-2 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	123.00
5349 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	139.00
5349-2 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	139.00
ROBERT WHITE CONSTRUCTION (2579)	09/15 CK# 87279	\$8,070.52
1139 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	5,800.00
1140 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,500.00
1141 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	770.52
RICK ROCK (2544)	09/15 CK# 87280	\$132.00
AUGUST 2015 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	132.00
RUTLEDGE PRINTING CO. (1648)	09/15 CK# 87281	\$74.49
126115 PRINTING & PUBLISHING 01-451-302	01-30-630-302	74.49
RYDIN DECAL (1652)	09/15 CK# 87282	\$554.62
310557 PRINTING & PUBLISH 01-420-302	01-10-455-302	554.62
SABAN'S IRRIGATION & LIGHTING (2719)	09/15 CK# 87283	\$117.00
8281 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	117.00
SCHERMER ASPHALT PAVING (2636)	09/15 CK# 87284	\$975.00
9429 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	975.00
SERVICE SANITATION INC (1697)	09/15 CK# 87285	\$95.00
7054619 RENT - EQUIPMENT 01-615-234	01-20-570-234	95.00
SIGNS NOW (1717)	09/15 CK# 87286	\$25.70
SN195-48896 OFFICE SUPPLIES 01-420-301	01-10-455-301	25.70
MARC SILHAN (2141)	09/15 CK# 87287	\$33.00
AUGUST 2015 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	33.00
SOUTHWEST CENTRAL DISPATCH (1751)	09/15 CK# 87288	\$22,205.90
SEPTEMBER 15 RADIO DISPATCHING 01-483-235	01-30-675-235	22,205.90
SPRINT (1357)	09/15 CK# 87289	\$37.99
952377363-055AU PHONE - TELEPHONES 01-451-201	01-30-630-201	37.99
STAPLES (1767)	09/15 CK# 87290	\$160.04
8035550444 OFFICE SUPPLIES 01-420-301	01-10-455-301	39.34
8035550444 OPERATING SUPPLIES 01-25-615-331	01-25-615-331	120.70
STERLING CODIFIERS INC. (1773)	09/15 CK# 87291	\$358.00
15653 CODIFY ORDINANCES 01-415-261	01-10-455-266	358.00
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	09/15 CK# 87292	\$3,954.04
67607/JUL 15 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	3,954.04
SUBURBAN LIFE PUBLICATIONS (1805)	09/15 CK# 87293	\$352.08
10074604 AUG15 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	352.08
SUNSET SEWER & WATER (2276)	09/15 CK# 87294	\$4,654.55
2015-161 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	1,660.95
2015-212 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	2,489.60
2015-225 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	504.00

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 6

RUN TIME: 02:17PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
T.P.I. (1886)	09/15 CK# 87295	\$6,681.80
-2 REIMB.	01-40-820-258	210.00
2015-08 AUG 15 PART TIME INSPECTOR 01-565-109	01-40-830-109	4,977.00
2015-08 AUG 15 PLUMBING INSPECTION 01-565-115	01-40-830-115	540.00
2015-08 AUG15 REIMB.	01-40-820-258	954.80
TAMELING GRADING (1836)	09/15 CK# 87296	\$4,428.00
TG5/AUG 15 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	2,238.50
TG5/AUG 15 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,742.50
TG5/AUG 15 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	447.00
TAMELING INDUSTRIES (1844)	09/15 CK# 87297	\$2,130.50
104127 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	1,635.00
104127 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	233.70
104279 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	6.30
104279 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	112.50
10452 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	143.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	09/15 CK# 87298	\$1,400.00
15-2966 REIMB.	01-40-830-117	200.00
15-3071 REIMB.,	01-40-830-117	400.00
15-3245 REIMB.	01-40-830-117	600.00
15-3248 REIM.B	01-40-830-117	200.00
TOM & JERRY'S SHELL SERVICES (1883)	09/15 CK# 87299	\$20.00
1742 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	20.00
TRAFFIC CONTROL & PROTECTIONS (2337)	09/15 CK# 87300	\$236.15
84275 ROAD SIGNS 01-540-333	01-35-755-333	236.15
TRUGREEN (2542)	09/15 CK# 87302	\$2,860.00
37729464 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,705.00
37744279 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	1,155.00
UNIFIRST (1926)	09/15 CK# 87304	\$515.75
0610922497 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	186.45
0610922540 MAINTENANCE - PW BUILDING	01-35-725-418	58.10
0610925022 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	206.55
0610925069 MAINTENANCE - PW BUILDING	01-35-725-418	64.65
UNITED STATE POSTAL SERVICE (1946)	09/15 CK# 87305	\$2,500.00
9/9/15 DEPOSIT PREPAID POSTAGE 01-190-102	01-190-102	2,500.00
VERIZON WIRELESS (1972)	09/15 CK# 87306	\$756.67
9751572210 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	59.83
9751572210 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.28
9751572210 PHONE - TELEPHONES 01-451-201	01-30-630-201	439.01
9751572210 TELEPHONES 01-501-201	01-35-710-201	136.44
9751572210 TELEPHONES 01-551-201	01-40-810-201	98.11
NICHOLAS VOLEK (2254)	09/15 CK# 87307	\$88.97
K-9 SUPPLIES DRUG FORFEITURE EXP. - FEDERAL 01-465-349	01-30-650-349	88.97
WENDY MALMASSARI (1735)	09/15 CK# 87308	\$50.00
FPRFEOT FEE SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
WEST CENTRAL MUNICIPAL CONF. (2027)	09/15 CK# 87309	\$1,650.00
8175 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	1,650.00
WEST SIDE TRACTOR SALES (2031)	09/15 CK# 87310	\$1,256.06
V82541 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,256.06

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 7

RUN TIME: 02:17PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILD GOOSE CHASE INC (2047)	09/15 CK# 87311	\$1,890.00
23293 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00
23516 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,050.00
WILLOWBROOK FORD INC. (2056)	09/15 CK# 87313	\$33.80
5106550 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	33.80
WLBK BURR RIDGE CHAMBER OF COM (2053)	09/15 CK# 87314	\$520.00
9/10/15 GLFOTNG SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	520.00
THE YOGA TEACHERS' GROUP INC (2109)	09/15 CK# 87315	\$533.00
8/3 - 9/10 SMR SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	533.00
TOTAL GENERAL CORPORATE FUND		\$173,648.88

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 8

RUN TIME: 02:17PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ASSOCIATED TECHNICAL SERV. LTD. (126)	09/15 CK# 87209	\$2,132.00
26507 LEAK SURVEYS 02-430-276	02-50-430-276	842.00
26513 LEAK SURVEYS 02-430-276	02-50-430-276	635.00
26545 LEAK SURVEYS 02-430-276	02-50-430-276	655.00
AT & T MOBILITY (64)	09/15 CK# 87210	\$60.61
826930710AUG15 PHONE - TELEPHONES 02-401-201	02-50-401-201	60.61
CARDINAL PRINTING (2194)	09/15 CK# 87218	\$1,110.67
13652 PRINTING & PUBLISHING 02-401-302	02-50-401-302	1,110.67
COMMONWEALTH EDISON (370)	09/15 CK# 87222	\$78.94
5071072051SEP15 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	78.94
DELTA DENTAL PLAN OF ILLINOIS (468)	09/15 CK# 87225	\$192.71
SEPT 2015 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	192.71
ENVIRO TEST INC (555)	09/15 CK# 87234	\$87.50
15-131218 JUL15 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
FEDERAL EXPRESS CORP. (592)	09/15 CK# 87236	\$26.16
5-139-09969 POSTAGE & METER RENT 02-401-311	02-50-401-311	26.16
HOVING PIT STOP (816)	09/15 CK# 87248	\$600.00
10157 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	600.00
ILLINOIS SECTION AWWA (150)	09/15 CK# 87249	\$126.00
200018820 SCHOOLS CONFERENCE TRAVEL 02-401-304	02-50-401-304	42.00
200018821 OFFICE SUPPLIES 02-401-301	02-50-401-301	84.00
INTERGOVERNMENTAL PERSONNEL (934)	09/15 CK# 87250	\$1,023.28
SEPT 2015 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	1,023.28
PDC LABORATORIES INC (1477)	09/15 CK# 87273	\$240.00
808514 SAMPLING ANALYSIS 02-420-362	02-50-420-362	240.00
RAGS ELECTRIC, INC (1585)	09/15 CK# 87277	\$1,350.00
15129 W H R&M - L.H.V. 02-425-473	02-50-425-473	1,350.00
SCHERMER ASPHALT PAVING (2636)	09/15 CK# 87284	\$2,925.00
9429 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,925.00
SUNSET SEWER & WATER (2276)	09/15 CK# 87294	\$10,884.10
2015-218 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,107.30
2015-223 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	6,220.01
2015-229 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	3,556.79
TAMELING GRADING (1836)	09/15 CK# 87296	\$1,393.50
TG5/AUG 15 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,393.50
TAMELING INDUSTRIES (1844)	09/15 CK# 87297	\$498.00
104127 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	439.70
104279 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	58.30
UNDERGROUND PIPE & VALVE, CO. (1923)	09/15 CK# 87303	\$248.00
10317 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	248.00
VERIZON WIRELESS (1972)	09/15 CK# 87306	\$211.49
9750915755 PHONE - TELEPHONES 02-401-201	02-50-401-201	75.06
9751572210 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.43
TOTAL WATER FUND		\$23,187.96

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 9

RUN TIME: 02:17PM

MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TREASURER STATE OF ILLINOIS (874)	09/15 CK# 87301	\$1,423.10
42940/APR/JUN15 STREET MAINTENANCE CONTRACT 04-430-684	04-56-430-684	1,423.10
TOTAL MOTOR FUEL TAX FUND		\$1,423.10

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 10

RUN TIME: 02:17PM

WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
CALUMET CITY PLUMBING CO., INC (2629)	09/15 CK# 87215		\$9,480.00
16095 MTU REPLACEMENT		09-65-440-602	9,480.00
CHRISTOPHER B. BURKE (333)	09/15 CK# 87219		\$14,961.70
124145 WATER TANNK REPAIRS		09-65-440-604	7,498.95
124147 WATER TANNK REPAIRS		09-65-440-604	7,462.75
RAGS ELECTRIC, INC (1585)	09/15 CK# 87277		\$195.00
15136 WATER TANNK REPAIRS		09-65-440-604	195.00
TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$24,636.70

VILLAGE OF WILLOWBROOK

RUN DATE: 09/10/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

PAGE: 11

RUN TIME: 02:17PM

LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
RAGS ELECTRIC, INC (1585)	09/15 CK# 87277	\$445.50
15131 POLICE DEPT REMODEL (7760 QUINCY)	14-75-930-411	445.50
WILLIAMS ARCHITECTS (2051)	09/15 CK# 87312	\$686.09
2015-041 CRC REMODEL (825 MIDWAY DR)	14-75-930-412	686.09
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$1,131.59

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR SEPTEMBER, 2015

RUN DATE: 09/10/15

SUMMARY ALL FUNDS

RUN TIME: 02:17PM

BANK ACCOUNT	DESCRIPTION	AMOUNT
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	173,648.88 *
02-110-105	WATER FUND-CHECKING 0010330283	23,187.96 *
04-110-105	MOTOR FUEL TAX FUND-CHECKING 0010330283	1,423.10 *
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	24,636.70 *
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	1,131.59 *
TOTAL ALL FUNDS		224,028.23 **

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

5d

RUN: 09/10/15 2:06PM

SUMMARY OF FUNDS AS OF AUGUST 31, 2015

PAGE: 1

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$4,849,273.36
MONEY MARKET	\$3,965,249.01	
PETTY CASH	1,230.00	
SAVINGS	882,794.35	
TOTAL	\$4,849,273.36	
WATER FUND		\$863,842.49
MONEY MARKET	\$863,842.49	
HOTEL/MOTEL TAX FUND		\$880.24
MONEY MARKET	\$880.24	
MOTOR FUEL TAX FUND		\$437,085.09
MONEY MARKET	\$437,085.09	
SSA ONE BOND & INTEREST FUND		\$70,950.34
MONEY MARKET	\$70,950.34	
POLICE PENSION FUND		\$19,165,811.16
AGENCY CERTIFICATES	\$3,153,298.14	
CORPORATE BONDS	3,639,352.24	
EQUITIES	4,001,930.72	
MUNICIPAL BONDS	759,501.52	
MUTUAL FUNDS	5,945,333.80	
MONEY MARKET	192,244.91	
MARKET VALUE	1,281,079.29	
TREASURY NOTES	193,070.54	
TOTAL	\$19,165,811.16	
WATER CAPITAL IMPROVEMENTS FUND		\$690,104.27
MONEY MARKET	\$690,104.27	
CAPITAL PROJECT FUND		\$100,500.44
MONEY MARKET	\$100,500.44	
DEBT SERVICE FUND		\$1,124.31
MONEY MARKET	\$1,124.31	
TOTAL MONIES		\$26,179,571.70

RESPECTFULLY SUBMITTED THIS 31ST DAY OF AUGUST, 2015



CARRIE DITTMAN, DIRECTOR OF FINANCE

FRANK A. TRILLA, MAYOR

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

RUN: 09/10/15 2:06PM

DETAILED SUMMARY OF FUNDS AS OF AUGUST 31, 2015

PAGE: 2

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		
		\$4,883,523.30
AS PER SUMMARY, AUGUST, 2015	\$4,849,273.36	
DUE TO/FROM WATER FUND	521.89	
DUE TO/FROM HOTEL/MOTEL TAX FUND	-52,272.44	
DUE TO/FROM POLICE PENSION FUND	-975.00	
DUE TO/FROM CAPITAL PROJ FUND	3,811.00	
DUE TO/FROM 2008 BOND FUND	802.50	
DUE TO/FROM LAND ACQUISITION	82,361.99	
	\$4,883,523.30	
WATER FUND		
		\$863,320.60
AS PER SUMMARY, AUGUST, 2015	\$863,842.49	
DUE TO/FROM GENERAL FUND	-521.89	
	\$863,320.60	
HOTEL/MOTEL TAX FUND		
		\$53,152.68
AS PER SUMMARY, AUGUST, 2015	\$880.24	
DUE TO/FROM GENERAL FUND	52,272.44	
	\$53,152.68	
MOTOR FUEL TAX FUND		
		\$437,085.09
AS PER SUMMARY, AUGUST, 2015	\$437,085.09	
SSA ONE BOND & INTEREST FUND		
		\$70,950.34
AS PER SUMMARY, AUGUST, 2015	\$70,950.34	
POLICE PENSION FUND		
		\$19,166,786.16
AS PER SUMMARY, AUGUST, 2015	\$19,165,811.16	
DUE TO/FROM GENERAL FUND	975.00	
	\$19,166,786.16	
WATER CAPITAL IMPROVEMENTS FUND		
		\$690,104.27
AS PER SUMMARY, AUGUST, 2015	\$690,104.27	
CAPITAL PROJECT FUND		
		\$96,689.44
AS PER SUMMARY, AUGUST, 2015	\$100,500.44	
DUE TO/FROM GENERAL FUND	-3,811.00	
	\$96,689.44	
DEBT SERVICE FUND		
		\$321.81
AS PER SUMMARY, AUGUST, 2015	\$1,124.31	
DUE TO/FROM GENERAL FUND	-802.50	
	\$321.81	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		
		\$-82,361.99
AS PER SUMMARY, AUGUST, 2015	\$0.00	
DUE TO/FROM GENERAL FUND	-82,361.99	
	\$-82,361.99	
TOTAL MONIES		\$26,179,571.70

\$141,015.50 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

RUN: 09/10/15 2:06PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2015

PAGE: 3

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
GENERAL CORPORATE FUND							
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.10%	-5,070.26	MM	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.15%	301,264.20	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	97,679.14	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	3,571,347.24	MM	N/A
01-120-155	IMET	20321-101		0.33%	28.69	MM	N/A
		TOTAL MONEY MARKET			\$3,965,249.01		
01-110-913	POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		TOTAL PETTY CASH			\$1,230.00		
01-110-332	COMMUNITY BANK OF WB	SAVINGS			16,983.16	SV	N/A
01-110-257	COMMUNITY BANK OF WB	SAVINGS			862,821.59	SV	N/A
01-110-385	COMMUNITY BANK OF WB	SAVINGS		0.25%	254.60	SV	N/A
01-110-335	U.S. BANK	LOCKBOX			2,735.00	SV	N/A
		TOTAL SAVINGS			\$882,794.35		
		TOTAL GENERAL CORPORATE FUND			\$4,849,273.36		
		AVERAGE ANNUAL YIELD			0.03%		
WATER FUND							
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	859,922.62	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.87	MM	N/A
		TOTAL MONEY MARKET			\$863,842.49		
		TOTAL WATER FUND			\$863,842.49		
		AVERAGE ANNUAL YIELD			0.25%		
HOTEL/MOTEL TAX FUND							
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	880.24	MM	N/A
		TOTAL MONEY MARKET			\$880.24		
		TOTAL HOTEL/MOTEL TAX FUND			\$880.24		
		AVERAGE ANNUAL YIELD			0.01%		
MOTOR FUEL TAX FUND							
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	437,085.09	MM	N/A
		TOTAL MONEY MARKET			\$437,085.09		
		TOTAL MOTOR FUEL TAX FUND			\$437,085.09		
		AVERAGE ANNUAL YIELD			0.01%		
SSA ONE BOND & INTEREST FUND							
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	70,950.34	MM	N/A
		TOTAL MONEY MARKET			\$70,950.34		

VILLAGE OF WILLOWBROOK

RUN: 09/10/15 2:06PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2015

PAGE: 4

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
TOTAL SSA ONE BOND & INTEREST FUND						\$70,950.34		
AVERAGE ANNUAL YIELD						0.01%		
POLICE PENSION FUND								
07-120-260		MBFINANCIAL BANK	FMNA, GNMA FHLI			3,153,298.14	AC	N/A
TOTAL AGENCY CERTIFICATES						\$3,153,298.14		
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,639,352.24	CB	N/A
TOTAL CORPORATE BONDS						\$3,639,352.24		
07-120-289		MBFINANCIAL BANK	EQUITIES			4,001,930.72	EQ	N/A
TOTAL EQUITIES						\$4,001,930.72		
07-120-270		MBFINANCIAL BANK	MUNICIPAL BOND			759,501.52	MB	N/A
TOTAL MUNICIPAL BONDS						\$759,501.52		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,945,333.80	MF	N/A
TOTAL MUTUAL FUNDS						\$5,945,333.80		
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	46,838.04	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	145,406.87	MM	N/A
TOTAL MONEY MARKET						\$192,244.91		
07-120-900		MARKET VALUE CONTRA	MARKET VALUE			1,281,079.29	MV	N/A
TOTAL MARKET VALUE						\$1,281,079.29		
07-120-250		MBFINANCIAL BANK	NOTES, STRIPS E			193,070.54	TN	N/A
TOTAL TREASURY NOTES						\$193,070.54		
TOTAL POLICE PENSION FUND						\$19,165,811.16		
AVERAGE ANNUAL YIELD						0.15%		
WATER CAPITAL IMPROVEMENTS FUND								
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	330,072.16	MM	N/A
09-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	360,032.11	MM	N/A
TOTAL MONEY MARKET						\$690,104.27		
TOTAL WATER CAPITAL IMPROVEMENTS FUND						\$690,104.27		
AVERAGE ANNUAL YIELD						0.02%		
CAPITAL PROJECT FUND								
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	100,500.44	MM	N/A
TOTAL MONEY MARKET						\$100,500.44		
TOTAL CAPITAL PROJECT FUND						\$100,500.44		
AVERAGE ANNUAL YIELD						0.01%		

VILLAGE OF WILLOWBROOK

RUN: 09/10/15 2:06PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2015

PAGE: 5

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
DEBT SERVICE FUND								
11-110-110		ILLINOIS FUNDS			0.01%	1,124.31	MM	N/A
						TOTAL MONEY MARKET	\$1,124.31	
						TOTAL DEBT SERVICE FUND	\$1,124.31	
						AVERAGE ANNUAL YIELD	0.01%	

GRAND TOTAL INVESTED

\$26,179,571.70

INVESTMENT TYPES

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) AUGUST 31, 2015

RUN: 09/10/15 2:06PM

PAGE: 6

FUND	INVESTMENTS
GENERAL CORPORATE FUND	4,849,273.36
WATER FUND	863,842.49
HOTEL/MOTEL TAX FUND	880.24
MOTOR FUEL TAX FUND	437,085.09
SSA ONE BOND & INTEREST FUND	70,950.34
POLICE PENSION FUND	19,165,811.16
WATER CAPITAL IMPROVEMENTS FUND	690,104.27
CAPITAL PROJECT FUND	100,500.44
DEBT SERVICE FUND	1,124.31
TOTAL INVESTED (ALL FUNDS):	\$26,179,571.70

VILLAGE OF WILLOWBROOK
 INVESTMENTS BY TYPE (SUMMARY) AUGUST 31, 2015

RUN: 09/10/15 2:06PM

PAGE: 7

TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES			3,153,298.14	3,153,298.14
CORPORATE BONDS			3,639,352.24	3,639,352.24
EQUITIES			4,001,930.72	4,001,930.72
MUNICIPAL BONDS			759,501.52	759,501.52
MUTUAL FUNDS			5,945,333.80	5,945,333.80
MONEY MARKET	6,321,981.10	0.06 %		6,321,981.10
MARKET VALUE			1,281,079.29	1,281,079.29
PETTY CASH			1,230.00	1,230.00
SAVINGS	254.60	0.25 %	882,539.75	882,794.35
TREASURY NOTES			193,070.54	193,070.54
TOTAL ALL FUNDS	\$6,322,235.70		\$19,857,336.00	\$26,179,571.70

VILLAGE OF WILLOWBROOK

RUN: 09/10/15 2:06PM

INVESTMENT SUMMARY BY INSTITUTION AS OF AUGUST 31, 2015

PAGE: 8

INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	2,133,855.05	46,838.04	2,180,693.09
ILLINOIS FUNDS	4,875,911.80		4,875,911.80
IMET	28.69		28.69
MARKET VALUE CONTRA		1,281,079.29	1,281,079.29
MBFINANCIAL BANK		17,837,893.83	17,837,893.83
POLICE CADETS	280.00		280.00
U.S. BANK	2,735.00		2,735.00
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$7,013,760.54	\$19,165,811.16	\$26,179,571.70

VILLAGE OF WILLOWBROOK

RUN: 09/10/15 2:06PM

INVESTMENTS BY INSTITUTION AS OF AUGUST 31, 2015

PAGE: 9

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-323		COMMUNITY BANK OF WB			0.15%	301,264.20	MM	N/A
01-110-325		COMMUNITY BANK OF WB			0.10%	-5,070.26	MM	N/A
01-110-380		COMMUNITY BANK OF WB			0.25%	97,679.14	MM	N/A
02-110-209		COMMUNITY BANK OF WB			0.25%	859,922.62	MM	N/A
07-110-202		COMMUNITY BANK OF WB			0.15%	46,838.04	MM	N/A
01-110-257		COMMUNITY BANK OF WB				862,821.59	SV	N/A
01-110-332		COMMUNITY BANK OF WB				16,983.16	SV	N/A
01-110-385		COMMUNITY BANK OF WB			0.25%	254.60	SV	N/A
		TOTAL INVESTED				\$2,180,693.09		
01-110-322		ILLINOIS FUNDS			0.01%	3,571,347.24	MM	N/A
02-110-322		ILLINOIS FUNDS			0.01%	3,919.87	MM	N/A
03-110-322		ILLINOIS FUNDS			0.01%	880.24	MM	N/A
04-110-322		ILLINOIS FUNDS			0.01%	437,085.09	MM	N/A
06-110-322		ILLINOIS FUNDS			0.01%	70,950.34	MM	N/A
09-110-110		ILLINOIS FUNDS			0.01%	360,032.11	MM	N/A
09-110-322		ILLINOIS FUNDS			0.03%	330,072.16	MM	N/A
10-110-322		ILLINOIS FUNDS			0.01%	100,500.44	MM	N/A
11-110-110		ILLINOIS FUNDS			0.01%	1,124.31	MM	N/A
		TOTAL INVESTED				\$4,875,911.80		
01-120-155		IMET	20321-101		0.33%	28.69	MM	N/A
07-120-900		MARKET VALUE CONTRA				1,281,079.29	MV	N/A
07-120-260		MBFINANCIAL BANK				3,153,298.14	AC	N/A
07-120-288		MBFINANCIAL BANK				3,639,352.24	CB	N/A
07-120-289		MBFINANCIAL BANK				4,001,930.72	EQ	N/A
07-120-270		MBFINANCIAL BANK				759,501.52	MB	N/A
07-120-290		MBFINANCIAL BANK				5,945,333.80	MF	N/A
07-110-335		MBFINANCIAL BANK			0.15%	145,406.87	MM	N/A
07-120-250		MBFINANCIAL BANK				193,070.54	TN	N/A
		TOTAL INVESTED				\$17,837,893.83		
01-110-913		POLICE CADETS				280.00	PC	N/A
01-110-335		U.S. BANK				2,735.00	SV	N/A
01-110-911		VILLAGE OF WILLOWBROOK				950.00	PC	N/A
		GRAND TOTAL INVESTED				\$26,179,571.70		

VILLAGE OF WILLOWBROOK

RUN: 09/10/15 2:06PM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF AUGUST 31, 2015

PAGE: 10

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-260	MBFINANCIAL BANK	FMNA, GNMA FHLI			3,153,298.14	AC	N/A
	TOTAL INVESTED				\$3,153,298.14		
07-120-288	MBFINANCIAL BANK	CORP BONDS			3,639,352.24	CB	N/A
07-120-289	MBFINANCIAL BANK	EQUITIES			4,001,930.72	EQ	N/A
07-120-270	MBFINANCIAL BANK	MUNICIPAL BOND:			759,501.52	MB	N/A
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			5,945,333.80	MF	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.15%	301,264.20	MM	N/A
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.10%	-5,070.26	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	97,679.14	MM	N/A
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	859,922.62	MM	N/A
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		0.15%	46,838.04	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	3,571,347.24	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.87	MM	N/A
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	880.24	MM	N/A
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	437,085.09	MM	N/A
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	70,950.34	MM	N/A
09-110-110	ILLINOIS FUNDS	MONEY MARKET		0.01%	360,032.11	MM	N/A
09-110-322	ILLINOIS FUNDS	MONEY MARKET		0.03%	330,072.16	MM	N/A
10-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	100,500.44	MM	N/A
11-110-110	ILLINOIS FUNDS	MONEY MARKET		0.01%	1,124.31	MM	N/A
01-120-155	IMET	20321-101		0.33%	28.69	MM	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		0.15%	145,406.87	MM	N/A
	TOTAL INVESTED				\$6,321,981.10		
07-120-900	MARKET VALUE CONTRA	MARKET VALUE			1,281,079.29	MV	N/A
01-110-913	POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
	TOTAL INVESTED				\$1,230.00		
01-110-257	COMMUNITY BANK OF WB	SAVINGS			862,821.59	SV	N/A
01-110-332	COMMUNITY BANK OF WB	SAVINGS			16,983.16	SV	N/A
01-110-385	COMMUNITY BANK OF WB	SAVINGS		0.25%	254.60	SV	N/A
01-110-335	U.S. BANK	LOCKBOX			2,735.00	SV	N/A
	TOTAL INVESTED				\$882,794.35		
07-120-250	MBFINANCIAL BANK	NOTES, STRIPS E			193,070.54	TN	N/A
	GRAND TOTAL INVESTED				\$26,179,571.70		

VILLAGE OF WILLOWBROOK

RUN: 09/10/15 2:06PM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF AUGUST 31, 2015

PAGE: 11

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-260		MBFINANCIAL BANK	FMNA, GNMA FHLI			3,153,298.14	AC	N/A
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,639,352.24	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			4,001,930.72	EQ	N/A
07-120-270		MBFINANCIAL BANK	MUNICIPAL BOND:			759,501.52	MB	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,945,333.80	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	301,264.20	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	-5,070.26	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	97,679.14	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	859,922.62	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	46,838.04	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,571,347.24	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.87	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	880.24	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	437,085.09	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	70,950.34	MM	N/A
09-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	360,032.11	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	330,072.16	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	100,500.44	MM	N/A
11-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,124.31	MM	N/A
01-120-155		IMET	20321-101		0.33%	28.69	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	145,406.87	MM	N/A
07-120-900		MARKET VALUE CONTRA	MARKET VALUE			1,281,079.29	MV	N/A
01-110-913		POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			862,821.59	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			16,983.16	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	254.60	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			2,735.00	SV	N/A
07-120-250		MBFINANCIAL BANK	NOTES, STRIPS E			193,070.54	TN	N/A
		TOTAL INVESTED				\$26,179,571.70		
		GRAND TOTAL INVESTED				\$26,179,571.70		

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 33.33

RUN: 09/10/15 2:06PM

REVENUE REPORT FOR AUGUST, 2015

PAGE: 1

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	33,622.52	99,796.89	175,119.00	56.99	75,322.11
01-1110	Other Taxes	494,875.69	2,026,457.74	6,007,099.00	33.73	3,980,641.26
01-1120	Licenses	475.00	7,687.50	150,500.00	5.11	142,812.50
01-1130	Permits	16,749.56	69,511.11	207,500.00	33.50	137,988.89
01-1140	Fines	24,625.57	170,562.45	685,000.00	24.90	514,437.55
01-1150	Transfers-Other Funds	0.00	78,369.66	470,218.00	16.67	391,848.34
01-1160	Charges & Fees	3,640.00	12,683.12	49,550.00	25.60	36,866.88
01-1170	Park & Recreation Revenue	-470.00	7,433.92	63,658.00	11.68	56,224.08
01-1180	Other Revenue	29,697.48	157,706.20	843,270.00	18.70	685,563.80
**TOTAL	Operating Revenue	603,215.82	2,630,208.59	8,651,914.00	30.40	6,021,705.41
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	373.55	517.72	750.00	69.03	232.28
**TOTAL	Non-Operating Revenue	373.55	517.72	750.00	69.03	232.28
***TOTAL	GENERAL CORPORATE FUND	603,589.37	2,630,726.31	8,652,664.00	30.40	6,021,937.69

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 33.33

RUN: 09/10/15 2:06PM

REVENUE REPORT FOR AUGUST, 2015

PAGE: 2

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	303,323.12	1,095,109.42	3,326,190.00	32.92	2,231,080.58
**TOTAL	Operating Revenue	303,323.12	1,095,109.42	3,326,190.00	32.92	2,231,080.58
<u>Non-Operating Revenue</u>						
02-3100	Other Income	342.05	461.91	1,000.00	46.19	538.09
02-3200	Charges & Fees	600.00	1,200.00	3,000.00	40.00	1,800.00
**TOTAL	Non-Operating Revenue	942.05	1,661.91	4,000.00	41.55	2,338.09
***TOTAL	WATER FUND	304,265.17	1,096,771.33	3,330,190.00	32.93	2,233,418.67
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	30,071.67	67,970.49	210,000.00	32.37	142,029.51
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	30,071.67	67,970.49	210,000.00	32.37	142,029.51
<u>Non-Operating Revenue</u>						
03-3100	Other Income	0.38	0.57	0.00	0.00	-0.57
**TOTAL	Non-Operating Revenue	0.38	0.57	0.00	0.00	-0.57
<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	30,072.05	67,971.06	210,000.00	32.37	142,028.94
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	-0.30	50,616.09	203,252.00	24.90	152,635.91
**TOTAL	Operating Revenue	-0.30	50,616.09	203,252.00	24.90	152,635.91
<u>Non-Operating Revenue</u>						
04-3100	Other Income	27.78	35.90	45.00	79.78	9.10
**TOTAL	Non-Operating Revenue	27.78	35.90	45.00	79.78	9.10
***TOTAL	MOTOR FUEL TAX FUND	27.48	50,651.99	203,297.00	24.92	152,645.01

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 33.33

RUN: 09/10/15 2:06PM

REVENUE REPORT FOR AUGUST, 2015

PAGE: 3

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	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>						
05-3100	Other Income	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	T I F SPECIAL REVENUE FUND	0.00	0.00	0.00	0.00	0.00
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	3,899.92	162,773.28	322,315.00	50.50	159,541.72
**TOTAL	Operating Revenue	3,899.92	162,773.28	322,315.00	50.50	159,541.72
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	4.53	4.56	5.00	91.20	0.44
**TOTAL	Non-Operating Revenue	4.53	4.56	5.00	91.20	0.44
***TOTAL	SSA ONE BOND FUND	3,904.45	162,777.84	322,320.00	50.50	159,542.16
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	47,271.54	212,721.93	0.00	0.00	-212,721.93
07-1180	Other Revenue	15,352.27	71,927.89	0.00	0.00	-71,927.89
**TOTAL	Operating Revenue	62,623.81	284,649.82	0.00	0.00	-284,649.82
<u>Non-Operating Revenue</u>						
07-3100	Other Income	-109,719.80	-62,302.69	0.00	0.00	62,302.69
**TOTAL	Non-Operating Revenue	-109,719.80	-62,302.69	0.00	0.00	62,302.69
***TOTAL	POLICE PENSION FUND	-47,095.99	222,347.13	0.00	0.00	-222,347.13
<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: 33.33

RUN: 09/10/15 2:06PM

REVENUE REPORT FOR AUGUST, 2015

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	100,000.00	0.00	100,000.00
**TOTAL	Operating Revenue	0.00	0.00	100,000.00	0.00	100,000.00
	<u>Non-Operating Revenue</u>					
09-3000	Non-Operating Revenue	51.96	59.21	50.00	118.42	-9.21
**TOTAL	Non-Operating Revenue	51.96	59.21	50.00	118.42	-9.21
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	51.96	59.21	100,050.00	0.06	99,990.79
	<u>CAPITAL PROJECT FUND</u>					
	<u>Operating Revenue</u>					
10-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
	<u>Non-Operating Revenue</u>					
10-3000	Non-Operating Revenue	6.48	8.50	10.00	85.00	1.50
**TOTAL	Non-Operating Revenue	6.48	8.50	10.00	85.00	1.50
***TOTAL	CAPITAL PROJECT FUND	6.48	8.50	10.00	85.00	1.50
	<u>DEBT SERVICE FUND</u>					
	<u>Operating Revenue</u>					
11-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
	<u>Non-Operating Revenue</u>					
11-3000	Non-Operating Revenue	1.25	32,237.78	218,312.00	14.77	186,074.22
**TOTAL	Non-Operating Revenue	1.25	32,237.78	218,312.00	14.77	186,074.22
***TOTAL	DEBT SERVICE FUND	1.25	32,237.78	218,312.00	14.77	186,074.22

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 33.33

RUN: 09/10/15 2:06PM

REVENUE REPORT FOR AUGUST, 2015

PAGE: 5

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>LAND - FACILITY EXPANSION & RENOVATION F</u>						
<u>Non-Operating Revenue</u>						
14-3000	Non-Operating Revenue	266.34	51,323.78	100.00	51,323.78	-51,223.78
**TOTAL	Non-Operating Revenue	266.34	51,323.78	100.00	51,323.78	-51,223.78
***TOTAL	LAND - FACILITY EXPANSION & RENOVATI	266.34	51,323.78	100.00	51,323.78	-51,223.78
<u>FUND SUMMARY</u>						
1	GENERAL CORPORATE	603,589.37	2,630,726.31	8,652,664.00	30.40	6,021,937.69
2	WATER	304,265.17	1,096,771.33	3,330,190.00	32.93	2,233,418.67
3	HOTEL/MOTEL TAX	30,072.05	67,971.06	210,000.00	32.37	142,028.94
4	MOTOR FUEL TAX	27.48	50,651.99	203,297.00	24.92	152,645.01
6	SSA ONE BOND & INTEREST	3,904.45	162,777.84	322,320.00	50.50	159,542.16
7	POLICE PENSION	-47,095.99	222,347.13	0.00	0.00	-222,347.13
9	WATER CAPITAL IMPROVEMENTS	51.96	59.21	100,050.00	0.06	99,990.79
10	CAPITAL PROJECT	6.48	8.50	10.00	85.00	1.50
11	DEBT SERVICE	1.25	32,237.78	218,312.00	14.77	186,074.22
14	LAND ACQUISITION, FACILITY EXPANSION	266.34	51,323.78	100.00	51,323.78	-51,223.78
	TOTALS ALL FUNDS	895,088.56	4,314,874.93	13,036,943.00	33.10	8,722,068.07

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2015
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD & CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	7,029.92	21,536.35	34.64	62,163.30	40,626.95	17.32	124,327.00
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	7,029.92	21,536.35	34.37	62,663.30	41,126.95	17.18	125,327.00
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	29.20	436.60	3.32	13,165.00	12,728.40	1.66	26,330.00
01-07-440-5	OTHER	0.00	0.00	0.00	9,000.00	9,000.00	0.00	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	29.20	436.60	1.97	22,165.00	21,728.40	0.98	44,330.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	24,758.59	194,966.03	23.53	828,708.00	633,741.97	11.76	1,657,416.00
01-10-460-3	DATA PROCESSING	127.85	4,970.20	43.51	11,423.00	6,452.80	21.76	22,846.00
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	7,552.76	26,849.41	28.62	93,823.00	66,973.59	14.31	187,646.00
01-10-470-2	LEGAL SERVICES	0.00	16,764.91	16.93	99,000.00	82,235.09	8.47	198,000.00
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	2,035.00	3,174.89	30.38	10,450.00	7,275.11	15.19	20,900.00
01-10-480-2	RISK MANAGEMENT	52.00	259.00	0.10	248,712.00	248,453.00	0.05	497,424.00
01-10-485-6	CAPITAL IMPROVEMENTS	0.00	20,275.00	32.98	61,469.00	41,194.00	16.49	122,938.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	34,526.20	267,259.44	19.74	1,353,585.00	1,086,325.56	9.87	2,707,170.00
<u>PLANNING & ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	3,668.76	15,656.92	19.44	80,551.96	64,895.04	9.72	161,103.92
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	0.00	27,861.83	29.61	94,100.00	66,238.17	14.80	188,200.00
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	0.00	0.00	2.00	2.00	0.00	4.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	3,668.76	43,518.75	24.29	179,153.96	135,635.21	12.15	358,307.92
<u>PARKS & RECREATION DEPT</u>								
01-20-550-1	ADMINISTRATION	5,745.53	17,994.59	25.79	69,763.55	51,768.96	12.90	139,527.08
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	0.00	0.00	200.00	200.00	0.00	400.00
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	4,278.60	14,699.02	17.71	82,983.00	68,283.98	8.86	165,966.00
01-20-570-4	MAINTENANCE	1,575.02	19,285.06	35.18	54,824.00	35,538.94	17.59	109,648.00
01-20-575-5	SUMMER PROGRAM	1,188.05	6,932.21	33.42	20,744.00	13,811.79	16.71	41,488.00
01-20-580-5	FALL PROGRAM	0.00	0.00	0.00	10,046.00	10,046.00	0.00	20,092.00
01-20-585-5	WINTER PROGRAM	441.00	1,841.05	3.94	46,769.00	44,927.95	1.97	93,538.00
01-20-586-1	SPRING PROGRAM	0.00	0.00	0.00	5,178.00	5,178.00	0.00	10,356.00
01-20-590-5	SPECIAL RECREATION SERVICES	0.00	21,519.01	19.00	113,273.00	91,753.99	9.50	226,546.00
01-20-595-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	820,001.00	820,001.00	0.00	1,640,002.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	13,228.20	82,270.94	6.71	1,226,281.55	1,144,010.61	3.35	2,452,563.08
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	26,142.88	88,619.68	56.11	157,938.50	69,318.82	28.06	315,877.00

PRCT. OF YR: 33.33

RUN: 09/10/15

2:06PM

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR AUGUST, 2015
GENERAL CORPORATE FUND

PAGE: 3

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	676,348.67	2,955,488.89	30.15	9,802,441.08	6,846,952.19	15.08	19,604,882.54

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2015
 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	24,386.67	110,122.56	37.99	289,879.00	179,756.44	18.99	579,758.00
02-50-405-2	ENGINEERING	0.00	584.50	22.70	2,575.00	1,990.50	11.35	5,150.00
02-50-410-5	INTERFUND TRANSFERS	0.00	84,095.08	13.47	624,501.00	540,405.92	6.73	1,249,002.00
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	691.25	6,526.88	35.95	18,154.00	11,627.12	17.98	36,308.00
02-50-420-5	WATER PRODUCTION	157,775.21	574,325.05	31.71	1,811,215.00	1,236,889.95	15.85	3,622,430.00
02-50-425-4	WATER STORAGE	515.40	2,576.88	27.17	9,485.00	6,908.12	13.58	18,970.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	13,550.62	42,988.27	36.35	118,250.00	75,261.73	18.18	236,500.00
02-50-435-4	METERS & BILLING	0.00	604.60	2.20	27,500.00	26,895.40	1.10	55,000.00
02-50-440-7	CAPITAL IMPROVEMENTS	0.00	2,128.86	8.19	26,000.00	23,871.14	4.09	52,000.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	WATER DEPARTMENT	196,919.15	823,952.68	28.14	2,927,559.00	2,103,606.32	14.07	5,855,118.00
***TOTAL	WATER FUND	196,919.15	823,952.68	28.14	2,927,559.00	2,103,606.32	14.07	5,855,118.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2015
 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	2,625.00	2,625.00	28.77	9,125.00	6,500.00	14.38	18,250.00
03-53-435-3	PUBLIC RELATIONS & PROMOTION	0.00	18,180.75	26.27	69,200.00	51,019.25	13.14	138,400.00
03-53-436-3	SPECIAL EVENTS	0.00	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	2,625.00	23,305.75	28.14	82,825.00	59,519.25	14.07	165,650.00
***TOTAL	HOTEL/MOTEL TAX FUND	2,625.00	23,305.75	28.14	82,825.00	59,519.25	14.07	165,650.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR AUGUST, 2015

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	1,318.62	0.59	225,000.00	223,681.38	0.29	450,000.00
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	1,318.62	0.59	225,000.00	223,681.38	0.29	450,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	1,318.62	0.59	225,000.00	223,681.38	0.29	450,000.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR AUGUST, 2015
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	93,657.50	29.06	322,315.00	228,657.50	14.53	644,630.00
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	93,657.50	29.06	322,315.00	228,657.50	14.53	644,630.00
***TOTAL	SSA ONE BOND FUND	0.00	93,657.50	29.06	322,315.00	228,657.50	14.53	644,630.00

PRCT. OF YR: 33.33

RUN: 09/10/15

2:06PM

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR AUGUST, 2015

POLICE PENSION FUND

PAGE: 9

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	74,628.69	274,336.99	0.00	0.00	-274,336.99	0.00	0.00
***TOTAL	POLICE PENSION FUND	74,628.69	274,336.99	0.00	0.00	-274,336.99	0.00	0.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2015
 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	0.00	10,487.48	2.54	413,400.00	402,912.52	1.27	826,800.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	0.00	10,487.48	2.54	413,400.00	402,912.52	1.27	826,800.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	10,487.48	2.54	413,400.00	402,912.52	1.27	826,800.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2015

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	84,698.00	84,698.00	0.00	169,396.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	0.00	0.00	800.00	800.00	0.00	1,600.00
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	85,498.00	85,498.00	0.00	170,996.00
***TOTAL	CAPITAL PROJECT FUND	0.00	0.00	0.00	85,498.00	85,498.00	0.00	170,996.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2015
 DEBT SERVICE FUND

PRCT. OF YR: 33.33
 RUN: 09/10/15 2:06PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>2008 BOND FUND</u>							
**TOTAL	2008 BOND FUND	802.50	32,045.49	14.68	218,312.00	186,266.51	7.34	436,624.00
***TOTAL	DEBT SERVICE FUND	802.50	32,045.49	14.68	218,312.00	186,266.51	7.34	436,624.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR AUGUST, 2015
 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	0.00	0.00	0.00	20,000.00	20,000.00	0.00	40,000.00
14-75-930-4	LAND & FACILITY	82,480.02	432,608.00	13.64	3,172,500.00	2,739,892.00	6.82	6,345,000.00
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	82,480.02	432,608.00	13.55	3,192,500.00	2,759,892.00	6.78	6,385,000.00

FUND SUMMARY

1	GENERAL CORPORATE	676,348.67	2,955,488.89	30.15	9,802,441.08	6,846,952.19	15.08	19,604,882.54
2	WATER	196,919.15	823,952.68	28.14	2,927,559.00	2,103,606.32	14.07	5,855,118.00
3	HOTEL/MOTEL TAX	2,625.00	23,305.75	28.14	82,825.00	59,519.25	14.07	165,650.00
4	MOTOR FUEL TAX	0.00	1,318.62	0.59	225,000.00	223,681.38	0.29	450,000.00
6	SSA ONE BOND & INTEREST	0.00	93,657.50	29.06	322,315.00	228,657.50	14.53	644,630.00
7	POLICE PENSION	74,628.69	274,336.99	0.00	0.00	-274,336.99	0.00	0.00
9	WATER CAPITAL IMPROVEMENTS	0.00	10,487.48	2.54	413,400.00	402,912.52	1.27	826,800.00
10	CAPITAL PROJECT	0.00	0.00	0.00	85,498.00	85,498.00	0.00	170,996.00
11	DEBT SERVICE	802.50	32,045.49	14.68	218,312.00	186,266.51	7.34	436,624.00
14	LAND ACQUISITION, FACILITY EXPANSION & RENO	82,480.02	432,608.00	13.55	3,192,500.00	2,759,892.00	6.78	6,385,000.00
	TOTALS ALL FUNDS	1033804.03	4,647,201.40	26.91	17,269,850.08	12,622,648.68	13.45	34,539,700.54

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

MONTH	SALE					
DIST	MADE	11-12	12-13	13-14	14-15	15-16
MAY	FEB	\$ 254,811	\$ 261,216	\$ 250,138	\$ 245,589	\$ 253,282
JUNE	MAR	296,840	308,159	304,370	293,285	301,469
JULY	APR	281,808	288,609	295,557	293,319	267,013
AUG	MAY	276,985	316,487	334,102	342,029	328,251
SEPT	JUNE	318,524	336,664	338,139	330,203	
OCT	JULY	300,424	291,508	300,405	318,631	
NOV	AUG	326,134	330,699	332,925	349,800	
DEC	SEPT	296,490	300,348	288,422	287,860	
JAN	OCT	272,291	282,374	283,164	303,324	
FEB	NOV	296,763	306,325	295,860	296,349	
MARCH	DEC	387,223	377,505	387,074	365,874	
APRIL	JAN	253,944	277,850	234,816	253,532	
TOTAL		\$ 3,562,238	\$ 3,677,745	\$ 3,644,970	\$ 3,679,794	\$ 1,150,015
MTH AVG		\$ 296,853	\$ 306,479	\$ 303,747	\$ 306,650	\$ 287,504
BUDGET		\$ 3,217,250	\$ 3,493,374	\$ 3,447,000	\$ 3,450,000	\$ 3,600,000

YEAR TO DATE LAST YEAR : \$ 1,174,222
 YEAR TO DATE THIS YEAR : \$ 1,150,015
 DIFFERENCE : \$ (24,207)

PERCENTAGE CHANGE :

-2.06%

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 3,600,000
 PERCENTAGE OF YEAR COMPLETED : 33.33%
 PERCENTAGE OF REVENUE TO DATE : 31.94%
 PROJECTION OF ANNUAL REVENUE : \$ 3,603,934
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 3,934
 EST. PERCENT DIFF ACTUAL TO BUDGET 0.1%

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE APPROVING THE TERMINATION BY THE VILLAGE OF WILLOWBROOK OF A CERTAIN LICENSE AGREEMENT ALLOWING COMMUNICATION EQUIPMENT TO BE MAINTAINED AT THE WATER TOWER LOCATED AT 7760 QUINCY STREET BY SOUTHWEST CENTRAL DISPATCH

AGENDA NO. 5e

AGENDA DATE: 9/14/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES on September 14, 2015 NO N/A

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

On January 28, 2002, the Village Board adopted Resolution No. 02-R-12 approving a License Agreement to allow Southwest Central Dispatch (SWCD) to install and maintain communications equipment both on and in the Village's water tower located at the Village Hall property. The term of this License Agreement was for a period of five (5) years and is automatically renewed for periods of five (5) years unless either party notified the other, within one (1) year prior to the end of the applicable renewal period, of their intent to terminate the agreement. The Agreement would thereafter terminate at the end of the applicable renewal period. A full copy of the executed License Agreement is attached.

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

Due to the sensitive nature of the communication equipment, the receiving antennas could not easily be raised or relocated to accommodate the Village's desired painting of the tank. In addition, communication cables serving the antennas were installed within the interior stairway shaft of the tank, which would impede our ability to utilize a conventional shrouding system, as required by the IEPA, when the tank blasting and painting would occur. These issues created an approximate \$160,000 to \$250,000 additional expense to the Village to paint the tank. As a result, the decision was made to instead paint the Village's 67th Street water tank in FY 2015/16, and to return to paint the Village Hall tank in FY 2017/18, after the standpipe is painted. Since that time, the Village Board passed an ordinance withdrawing from SWCD effective April 30, 2016.

The current renewal period within the License Agreement will extend to January 28, 2017. Therefore, a one (1) year notice of our intent to terminate the Agreement would need to be served to SWCD prior to January 28, 2016. After termination of the Agreement on January 28, 2017, SWCD will have thirty (30) days in which to remove all equipment and restore the tank to its previous condition at its own expense. The deadline to complete this work would be February 28, 2017. Thereafter, the tank painting would commence in May of 2017, and the Village will be able to avoid the substantial cost increase to complete this work when otherwise dealing with the communication antennas and associated equipment.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 15-O-_____

AN ORDINANCE APPROVING THE TERMINATION BY THE
VILLAGE OF WILLOWBROOK OF A CERTAIN LICENSE AGREEMENT ALLOWING
COMMUNICATION EQUIPMENT TO BE MAINTAINED AT THE WATER TOWER LOCATED
AT 7760 QUINCY STREET BY SOUTHWEST CENTRAL DISPATCH

WHEREAS, the Village of Willowbrook (“Village”) is currently a member of Southwest Central Dispatch (“SWCD”) and a contract member of Southwest Central 9-1-1 System (“SWC911”) and has been a member of SWCD and SWC911 since 1987; and

WHEREAS, on August 24, 2015 the Village Board of the Village of Willowbrook passed Ordinance No. 15-O-22 entitled, “AN ORDINANCE APPROVING THE WITHDRAWAL BY THE VILLAGE OF WILLOWBROOK FROM SOUTHWEST CENTRAL DISPATCH AND THE SOUTHWEST CENTRAL 911 SYSTEM”; and

WHEREAS, by passing said Ordinance and delivering a certified copy of the same to Southwest Central Dispatch, the Village’s membership in Southwest Central Dispatch and the Southwest Central 911 System will end after April 30, 2016; and

WHEREAS, on January 28, 2002, the Village of Willowbrook, as LICENSOR, adopted Resolution No. 02-R-12 entitled, “A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN LICENSE AGREEMENT – WATER TOWER – SOUTHWEST CENTRAL DISPATCH” attached hereto as Exhibit “A”; and

WHEREAS, under authority of said License Agreement, Southwest Central Dispatch, as LICENSEE was allowed to install and maintain communication equipment (hereafter referred to as “IMPROVEMENTS”) both in and on the Village’s water tower located at 7760 Quincy Street,

Willowbrook, Illinois (hereafter referred to as "WATER TOWER"); and

WHEREAS, Section 12 (Term) of said Licensing Agreement provides that the Parties acknowledge and agree that in the event LICENSOR withdraws as a contract member of Southwest Central 911 System, such withdrawal shall not effect each Parties rights and obligations under the Licensing Agreement and the Agreement shall remain in full force and effect until terminated in accordance with its own terms; and

WHEREAS, Section 12 (Term) of said Licensing Agreement further provides, with regard to termination, that the Agreement shall remain in effect for a period of not less than five (5) years and shall automatically renew for periods of five (5) years unless either Party notifies the other, within one (1) year prior to the end of the applicable renewal period, that the Party intends to terminate the Agreement, and the Agreement shall thereafter terminate at the end of the aforesaid one (1) year period; and

WHEREAS, Section 13 (Removal of Improvements) of said Licensing Agreement provides that upon termination, LICENSEE shall, at its own expense, remove all of the IMPROVEMENTS from the WATER TOWER and restore those portions of the WATER TOWER used to substantially the same condition as they were at the commencement of the Agreement.

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

SECTION 1: The foregoing recitals are incorporated into this Ordinance by this reference.

SECTION 2: The Village of Willowbrook, as Licensor, in accordance with the provisions of the Licensing Agreement, hereby provides a one (1) year notice to Southwest Central Dispatch of its intent to terminate the License Agreement at the end of the applicable renewal period, which is January 28, 2017.

SECTION 3: In accordance with the Termination and Removal of Improvement provisions within the Licensing Agreement, all of the IMPROVEMENTS from the WATER TOWER shall be removed and those portions of the WATER TOWER used shall be restored to substantially the same condition as they were at the commencement of the Agreement within thirty (30) days after the termination of the Agreement, which is February 28, 2017.

SECTION 4: That the Village Administrator or his or her designee is hereby authorized and directed to provide SWCD and SWC911 with a certified copy of this Ordinance upon its adoption as written notice of such termination via certified mail or personal delivery.

SECTION 5: All motions and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 6: The Ordinance shall be in full force and effect upon its adoption, approval and publication in the manner provided by law.

PASSED and APPROVED this 14th day of September, 2015.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

RESOLUTION NO. 02-R- 12

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN LICENSE AGREEMENT - WATER TOWER - SOUTHWEST CENTRAL DISPATCH

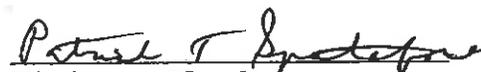
BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President and Village Clerk be and the same are hereby authorized and directed to execute the License Agreement between the Village and Southwest Central Dispatch, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 28th day of January, 2002.

APPROVED:


Village President

ATTEST:


Village Clerk

ROLL CALL VOTE: AYES: 6 Wieder, Napoli, Brown, Landsman, Schoenbeck, McMahon
 NAYS: 0 None
 ABSTENTIONS: 0 None
 ABSENT: 0 None

LICENSE AGREEMENT

THIS License Agreement (“Agreement”) between SOUTHWEST CENTRAL DISPATCH, an intergovernmental cooperation association (hereinafter “LICENSEE”), and the VILLAGE OF WILLOWBROOK, a municipal corporation created in accordance with the statutes of the State of Illinois (hereinafter “LICENSOR”) (LICENSOR AND LICENSEE sometimes referred to herein individually as a “Party” and collectively as “Parties”), is entered into on the latest date this Agreement is executed by either Party as indicated on the signature page of this Agreement, and;

WHEREAS, the Illinois Constitution, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government of this State may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, LICENSEE provides emergency police and/or fire dispatching services to all of its members including LICENSOR; and,

WHEREAS, LICENSOR is the owner of a certain water tower located at or near 7760 Quincy Street, Willowbrook, Illinois (the “WATER TOWER”); and,

WHEREAS, LICENSEE currently owns certain equipment which is attached to the WATER TOWER, which equipment LICENSEE utilizes in order to provide emergency police and/or fire dispatching services to all of its members, including LICENSOR (hereinafter “LICENSEE EQUIPMENT”); and

WHEREAS, LICENSEE intends to purchase additional equipment in the future which LICENSEE will utilize to provide dispatching services to all its members, including LICENSOR

(hereinafter "LICENSEE FUTURE EQUIPMENT"); and,

WHEREAS, LICENSEE currently owns certain equipment (hereinafter "LICENSEE MAINTENANCE EQUIPMENT") which is located within the base of the WATER TOWER, which LICENSEE MAINTENANCE EQUIPMENT LICENSEE does and will utilize to operate, repair, and maintain LICENSEE EQUIPMENT and LICENSEE FUTURE EQUIPMENT; and,

WHEREAS, LICENSOR is desirous of granting a license to LICENSEE for the use of the WATER TOWER upon the terms and conditions hereinafter set forth; and

WHEREAS, both LICENSEE and LICENSOR have determined it is in the best interests of LICENSEE's members and LICENSOR's citizens to enter into this Agreement, and;

WHEREAS, this Agreement fully sets forth the purposes, powers, rights, objectives, and responsibilities of the Parties;

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby acknowledge, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth above are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section.

Section 2. Grant. LICENSOR agrees to grant and does hereby grant to LICENSEE the privilege of using the WATER TOWER solely for the installation, operation, improvement maintenance, and repair of the LICENSEE MAINTENANCE EQUIPMENT, LICENSEE EQUIPMENT, and LICENSEE FUTURE EQUIPMENT (all said equipment hereinafter being referred to collectively as the "IMPROVEMENTS").

Section 3. Non-Exclusive Grant. The privilege granted herein is not exclusive, and LICENSOR reserves the right at any time to grant other or similar privileges to use or occupy the WATER TOWER, provided that such additional grants shall not unreasonably interfere with

the installation, replacement, operation, repair maintenance, or storing of the IMPROVEMENTS.

Section 4. Liens. LICENSEE, its agents, independent contractors, and/or employees shall not suffer to permit any mechanic's lien, judgment lien, or other lien of any nature whatsoever to attach or be against the WATER TOWER or any portion thereof or the real estate upon which the WATER TOWER is located.

Section 5. Installation and Maintenance of Improvements. LICENSEE shall be solely responsible for the installation, operation, replacement, repair, maintenance, and storing of the IMPROVEMENTS located in and on the WATER TOWER.

LICENSEE, its officers, agents, and employees shall at all times have the right of access to the IMPROVEMENTS, with all necessary tools, appliances, and materials in order to install, operate, replace, repair, maintain, and store the IMPROVEMENTS, provided, however, LICENSEE gives twenty-four (24) hours notice to LICENSOR's police department that LICENSEE intends to access the IMPROVEMENTS, unless an emergency exists, in which case LICENSEE shall provide as much notice to the LICENSOR's police department as is reasonable under the circumstances.

All IMPROVEMENTS shall remain LICENSEE's property and may be removed by LICENSEE at any time, provided that LICENSEE shall restore the WATER TOWER in accordance with Section 13 set out below. Any damage caused to the WATER TOWER or any part thereof which results from the installation, operation, maintenance, repair, replacement, or removal of the IMPROVEMENTS shall be promptly repaired or replaced by LICENSEE at its sole cost and expense. LICENSOR represents that it has no knowledge from any source that the WATER TOWER is not suitable for the installation, operation, maintenance, repair, replacement, or removal of the IMPROVEMENTS, and the Parties acknowledge that

LICENSOR has no duty of any kind or nature to determine if the WATER TOWER is suitable for the installation, operation, maintenance, repair, replacement, or removal of the IMPROVEMENTS.

LICENSEE shall install, operate, maintain, repair, and replace the IMPROVEMENTS in good condition and repair and in strict compliance with applicable federal, state, and local laws, ordinances, orders, regulations, and administrative rulings, including, without limitation, the laws of the FCC, the FAA, and LICENSOR'S building code. LICENSEE shall be solely responsible for obtaining all necessary governmental approvals, licenses, and permits from all federal, state, and local authorities having jurisdiction over the subject matter of LICENSEE'S operations.

LICENSOR acknowledges that LICENSEE provides emergency fire and police dispatching to its members 24 hours a day, seven days a week. For so long as the LICENSEE EQUIPMENT and LICENSEE FUTURE EQUIPMENT are attached to the WATER TOWER, LICENSOR shall take all reasonable measures in the conduct of its operations and control its agents, employees, contractors, lessees, licensees, and invitees (hereinafter "LICENSOR'S RELATED PARTIES") so as to prevent any interference with LICENSEE'S dispatching operations. If LICENSEE notifies LICENSOR of any interference by LICENSOR'S or LICENSOR'S RELATED PARTIES' use of the WATER TOWER, LICENSOR shall take all reasonable measures to discontinue such interference.

In the event LICENSOR intends to take any action involving the WATER TOWER which may cause interference with LICENSEE'S dispatching operation, including but not limited to maintaining, repairing, washing, and/or painting the WATER TOWER, LICENSOR shall notify LICENSEE of LICENSOR'S intended action, and LICENSEE shall as soon as possible thereafter inform LICENSOR in writing of the amount of time LICENSEE will require

to take all necessary action with regard to LICENSEE's EQUIPMENT so that LICENSOR's intended action will not cause interference with LICENSEE's dispatching operations (hereinafter "REQUIRED TIME PERIOD"). LICENSOR agrees not to begin its intended action with regard to the WATER TOWER until the REQUIRED TIME PERIOD expires, provided, however, that such REQUIRED TIME PERIOD shall be reasonable, and LICENSEE agrees to be responsible, at its sole expense, to take all necessary action with regard to LICENSEE's EQUIPMENT within the REQUIRED TIME PERIOD so that LICENSOR's intended action will not cause interference with LICENSEE's dispatching operations. Notwithstanding the foregoing, LICENSOR shall not be required to wait until the expiration of the REQUIRED TIME PERIOD to take its intended action in the event of an immediate threat to the public health and safety.

Section 6. Assignment. LICENSEE shall not assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the express written consent of LICENSOR.

Section 7. Insurance. At all times while this Agreement is in effect, LICENSEE shall maintain, at LICENSEE's expense, workers' compensation and employees' liability insurance for the protection of LICENSEE's employees. LICENSEE shall also procure and maintain in effect, at LICENSEE's expense, comprehensive general liability insurance (including, but not limited to, insurance covering the operation of automobiles, trucks, and other vehicles) insuring LICENSEE and LICENSOR as a named insured for damages as a result of injuries, including death, suffered by persons other than employees of LICENSEE, and liability for damage to property, including the loss of use thereof, arising from or growing out of LICENSEE's conduct in the performance of this Agreement. The comprehensive general liability insurance covering personal injuries, death, and property damage shall be in the sum of not less than one million (\$1,000,000.00) dollars for each person and not less than two million (\$2,000,000.00) dollars for

each occurrence. During the term of this Agreement, LICENSOR shall insure itself against liability for workers' compensation claims, employees' liability claims, and general liability claims by maintaining its membership in the Intergovernmental Risk Management Agency ("IRMA") or other joint self-insurance organization, or obtain such insurance policies it deems necessary to adequately cover the aforesaid claims and its operations regarding the WATER TOWER. Upon request, a Party shall supply to the requesting Party evidence that the insurance coverage required in accordance with this paragraph 7 is in effect.

Section 8. Hold Harmless and Indemnification. LICENSEE hereby indemnifies, releases, and holds LICENSOR harmless, and agrees to defend LICENSOR from any and all liability, causes of action, suits, damages, or demands of whatever nature arising out of the conduct of LICENSEE, its officers, contractors, agents, and/or employees under the exercise of the license herein provided or for the installation, operation, maintenance, repair, replacement, removal, or storing of the IMPROVEMENTS. This indemnity is intended as a full and complete general indemnity and shall include LICENSEE's responsibility for any attorney's fees incurred by LICENSOR in defense of any claims or actions brought by third parties against LICENSOR as a result of the privileges granted to LICENSEE in accordance with this Agreement. LICENSOR hereby indemnifies, releases, and holds LICENSEE harmless, and agrees to defend LICENSEE from any and all liability, causes of action, suits, damages, or demands of whatever nature arising out of the conduct of LICENSOR, its officers, contractors, agents, and/or employees regarding LICENSOR's operation, improvement, replacement, repair, and maintenance of the WATER TOWER. This indemnity is intended as a full and complete general indemnity and shall include LICENSOR's responsibility for any attorney's fees incurred by LICENSEE in defense of any claims or actions brought by third parties against LICENSEE as a result of LICENSOR's operation, improvement, replacement, repair, and maintenance of the

WATER TOWER and as a result of the privileges granted to LICENSOR in accordance with this Agreement.

Notwithstanding any provision in Section 8 of this Agreement to the contrary, in the event of joint or concurrent negligence of the LICENSOR or LICENSEE, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Section 9. Financial Responsibility. Other than as set out in this Agreement, LICENSOR shall have no financial responsibility or obligation to LICENSEE or any third party as a result of LICENSOR's granting the license to LICENSEE as described herein. Other than set out in this Agreement, LICENSEE shall have no financial responsibility or obligation to LICENSOR or any third party.

Section 10. No lease or Easement. LICENSEE expressly acknowledges that nothing in this Agreement is intended to create a corporal or possessory interest of LICENSEE, and, accordingly, this Agreement shall not be construed as a lease, easement, or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 11. Waste. In the exercise of the privileges granted by this Agreement, LICENSEE will conduct all of its operations in a careful and proper manner and will not commit any waste or unnecessary damage to the WATER TOWER or permit any nuisance upon or at the WATER TOWER.

Section 12. Term. This Agreement shall remain in effect for a period of not less than five (5) years and shall automatically renew for periods of five (5) years unless either Party notifies the other, within one (1) year prior to the end of the applicable renewal period, that the Party intends to terminate this Agreement, and this Agreement shall thereafter terminate at the

end of the aforesaid one (1) year period. Notice of termination of this Agreement shall in no manner relieve either Party from performing all of its obligations under this Agreement for the one (1) year period following the effective date of notice of termination by either Party in accordance with this Section.

The Parties acknowledge and agree that in the event LICENSOR withdraws as a member of LICENSEE and/or a contract member of Southwest Central 9-1-1 System, such withdrawal shall not affect each Party's rights and obligations under this Agreement and this Agreement shall remain in full force and effect until terminated in accordance with its own terms.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall automatically terminate if either of the following shall occur:

- (a) LICENSEE gives notice to LICENSOR that the WATER TOWER is not suitable for the purposes set forth in this Agreement; and/or
- (b) LICENSEE's Federal Communications Commission license to operate the IMPROVEMENTS on the WATER TOWER expires or is canceled, terminated, or forfeited.

Notwithstanding the foregoing, either Party may terminate this Agreement if the other Party violates or fails to perform or provide any its respective obligations herein contained (hereinafter "defaulting Party"), provided however, said termination shall not occur unless and until notice is given by the non-defaulting Party to the defaulting Party of the obligations the defaulting Party has failed to perform or provide and the non-defaulting Party has not cured such default within sixty (60) days upon receipt of said notice. In addition to the right to terminate this Agreement, the non-defaulting Party shall maintain all its rights and remedies in law and equity on account of the defaulting Party's breach of this Agreement, including but not limited to, the right to seek relief from a court of competent jurisdiction during the aforesaid sixty (60)

day period including injunctive relief.

Section 13. Removal of Improvements. Within thirty (30) days after the termination of this Agreement in accordance with its provisions, LICENSEE shall, at its own expense, remove all of the IMPROVEMENTS from the WATER TOWER and restore those portions of the WATER TOWER used to substantially the same condition as they were at the commencement of this Agreement.

Section 14. Damage and Destruction. LICENSOR and LICENSEE and their respective officers, agents, and employees shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, or for any damage or inconvenience which may arise from any cause beyond the reasonable control of the LICENSOR or LICENSEE. In the event the WATER TOWER or any portion thereof is damaged or destroyed by circumstances beyond the control of the LICENSOR, LICENSOR shall have no obligation to repair or rebuild same and LICENSOR shall have the right to revoke this license and terminate this Agreement upon notice to LICENSEE within thirty (30) days after the date of such damage or destruction.

Except as provided in this Agreement, LICENSEE, its officers, agents, and employees shall not be responsible or liable to LICENSOR for any costs of any kind incurred with regard to the WATER TOWER, including the repair, maintenance, washing, painting, and/or replacement of the WATER TOWER, provided however, LICENSEE shall be solely responsible for all costs to repair any damage to the WATER TOWER caused by the LICENSEE's installation, operation, maintenance, and repair of the LICENSEE EQUIPMENT and LICENSEE FUTURE EQUIPMENT, and to the extent permitted by Illinois law, LICENSEE shall be liable for any damage to the WATER TOWER caused by LICENSEE's misconduct not related to the installation, operation, maintenance, and repair of the LICENSEE EQUIPMENT and

LICENSEE FUTURE EQUIPMENT. Except as provided in this Agreement, LICENSOR, its officers, agents, and employees shall not be responsible or liable to LICENSEE for any costs of any kind incurred with regard to the IMPROVEMENTS, provided however, LICENSOR shall, to the extent permitted by Illinois law, be liable for any damage to the IMPROVEMENTS caused by LICENSOR's misconduct.

Section 15. Additional Equipment. LICENSEE shall not be entitled to install, operate, or maintain in or on the WATER TOWER any equipment other than the IMPROVEMENTS at any time during the term of this Agreement without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld.

Section 16. Successor Governmental Entity. This Agreement shall be binding upon and inure to the benefit of any successor governmental entity that may assume and perform the duties of either Party hereto.

Section 17. Miscellaneous. This Agreement sets forth the entire understanding of the Parties and may only be amended, modified, or terminated by a written instrument signed by the Parties unless herein otherwise provided. Either Party's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit, or waive that Party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. Any notice required by this Agreement shall be in writing and either hand delivered or mailed by certified mail with a return receipt requested, properly addressed with sufficient pre-affixed postage, to the address following the signatures of each Party to this Agreement. In addition, a copy of any notice to LICENSEE shall be mailed to

Ronald F. Neville, Attorney at Law, 221 North LaSalle Street, Suite 2100, Chicago, IL, 60601, and a copy of any notice to LICENSOR shall be mailed to Gorski and Good, 211 South Wheaton Avenue, Suite 305, Wheaton, Illinois, 60187. All notices mailed shall become effective when received, or within four (4) days after mailing, whichever date is earlier. All hand-delivered notices will be deemed effective upon delivery. Either Party may designate additional persons or places for notice to the Party from the other Party by submitting written notice to the other Party in accordance with this Section.

Section 20. Counterparts. This Agreement may be executed in counterparts and by each Party on different counterparts, all of which together shall be deemed an original.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the Parties hereto with respect to the subject matter hereof. This Agreement shall only be modified or amended in writing which writing must be signed by the Parties to this Agreement.

Section 22. Interpretation of Agreement. This Agreement shall be construed as having been drafted by both Parties to the Agreement, and the rule of law that the Agreement shall be construed against the Party who drafts the Agreement shall not be applicable to any interpretation of this Agreement by a court.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Agreement, consisting of twelve (12) pages, including the signature page which follows.

VILLAGE OF WILLOWBROOK
7760 Quincy Street
Willowbrook, Illinois 60521

By: [Signature]
Title: PRESIDENT

Attest: [Signature]
Title: Village Clerk

Date of execution of this Agreement by LICENSOR: JANUARY 28, 2002

SOUTHWEST CENTRAL DISPATCH
7611 West College Drive
Palos Heights, IL 60463

By: [Signature]
Title: PRESIDENT - EXECUTIVE COMMITTEE

Attest: [Signature]
Title: SECRETARY - EXECUTIVE COMMITTEE

Date of execution of this Agreement by LICENSEE: JANUARY 23, 2002

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5 (E)
OF THE VILLAGE CODE – CLASSIFICATIONS: CLASS E LICENSE

AGENDA NO. 5f

AGENDA DATE: 9/14/15

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian,
Village Attorney

SIGNATURE: THOMAS BASTIAN JR.

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 former Whole Foods store (located at 201 63rd Street) previously held at Class E liquor license enabling the retail sales of alcoholic liquor only, but no consumption on the premises where sold. As a result of the Whole Foods relocation into the Hinsdale Lake Commons Shopping Center, a new store concept was introduced whereby patrons could purchase packaged alcoholic liquor and also purchase alcoholic beverages within the store for consumption on-premises. This new concept required that a separate classification of liquor license – a Class K License, be created. The Class K License Classification was approved by the Village Board during their regular meeting on April 27, 2015, and one (1) Class K License was subsequently issued to the new Whole Foods store which opened recently on August 26, 2015.

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

Since it is not the Village's practice to hold an available liquor license, the attached ordinance amendment will serve to reduce the number of available Class E liquor licenses from one (1) to zero (0). Should another eligible grocery business request a Class E license, and the Deputy Liquor Control Commissioner agrees to issue such a license to the location, a new license would be created.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 15-O-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION
3-12-5(E) OF THE VILLAGE CODE – CLASSIFICATIONS: CLASS E LICENSE

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

...“There shall be no more than zero (0) class E licenses issued at any one time.”

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

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

PASSED and APPROVED this 14th day of September, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Resolution – A Resolution Approving a Plat of Easement – 7627 Virginia Court

AGENDA NO.

5g

AGENDA DATE: 9/14/15

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____



LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: _____



RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: _____



REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The Village has adopted the DuPage County Countywide Storm Water and Floodplain Ordinance, with local amendments, for stormwater and floodplain management within town. The Ordinance requires that all drainage swales, storm sewers, and detention/retention areas on private properties are located upon easements. Therefore, upon a development of a property where re-grading work or other storm sewer installation occurs, new easements must be dedicated if they do not already exist.

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

The vacant lot located at 7627 Virginia Court will have a new residence constructed upon it. The project will require re-grading of the property to establish positive drainage to serve the new residence. The re-grading will ensure that drainage from the property does not sheet flow onto adjacent properties. In accordance with the above mentioned code requirement, new easements are required, since easements do not already exist. The owner has prepared a Plat of Easement dedicating new public utility and drainage easements to the Village for this purpose.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 15-R-_____

Resolution – A Resolution Approving a Plat of Easement – 7627 Virginia Court

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

SECTION ONE: That the Plat of Easement, as prepared by Genesis Surveying and Engineering, PC, Project No. 15-022, consisting of one (1) sheet, dated July 10, 2015, attached hereto and incorporated herein as Exhibit "A", be and the same, is hereby approved and that the Mayor, Village Clerk and all other necessary and appropriate officers of the Village are authorized to execute said Plat.

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

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

ADOPTED and APPROVED this 14th day of September, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

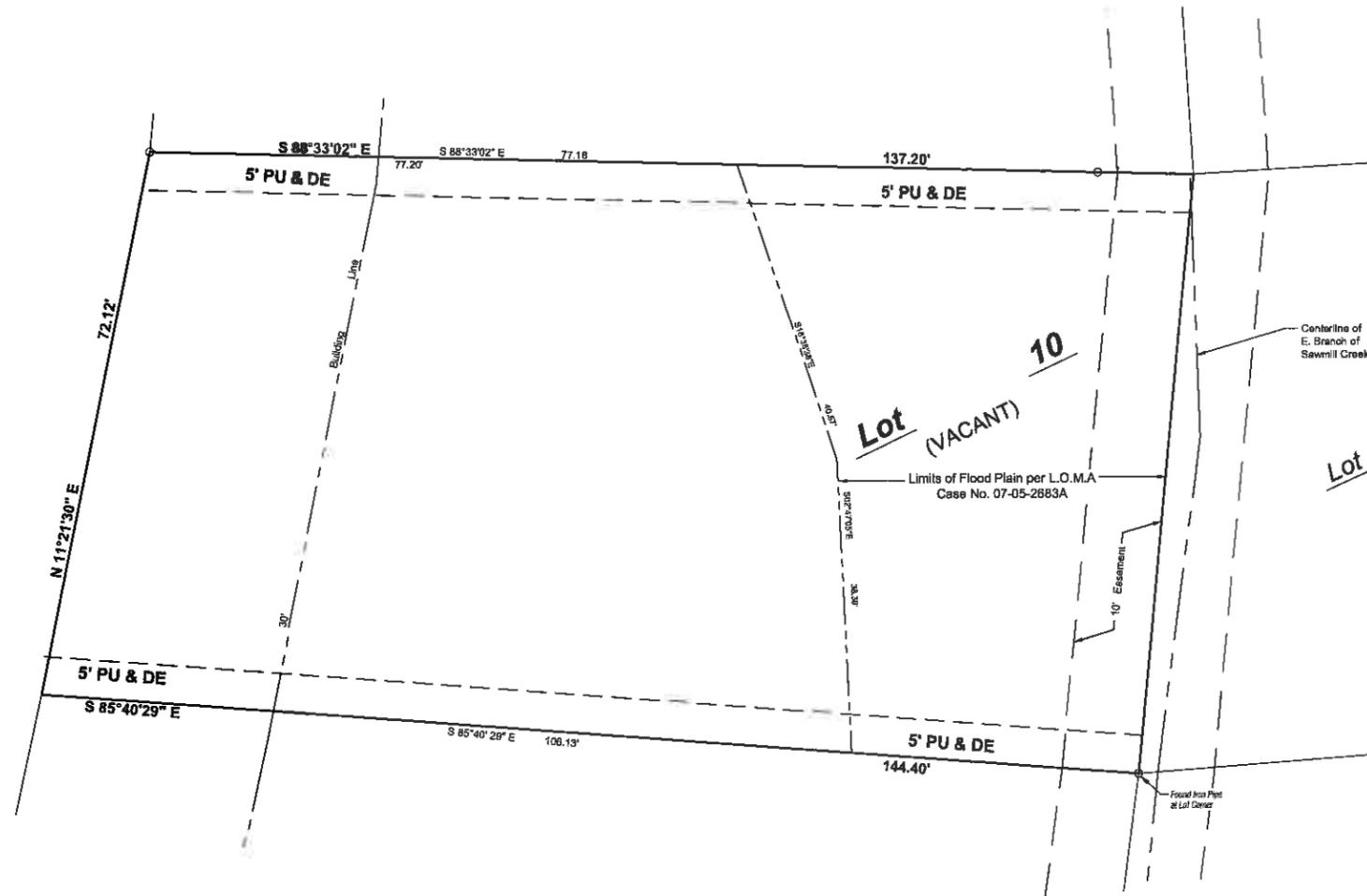
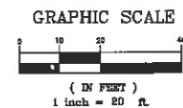
ABSENT: _____

PLAT OF EASEMENT OF

LOT 10 IN BLOCK 22 IN TRI STATE VILLAGE UNIT NUMBER THREE, BEING A SUBDIVISION OF THE EAST THREE FOURTHS (3/4) OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DuPAGE COUNTY, ILLINOIS.

P.I.N.: 09-26-302-006
Area of Parcel: 10,538 S.F.

LEGAL DESCRIPTION OF EASEMENTS GRANTED BY THIS DOCUMENT.
THE NORTH 5.00 FEET; THE SOUTH 5.00 FEET OF LOT 10 IN BLOCK 22 IN TRI STATE VILLAGE UNIT NUMBER THREE, BEING A SUBDIVISION OF THE EAST THREE FOURTHS (3/4) OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DuPAGE COUNTY, ILLINOIS.



PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS:
EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WILLOWBROOK, ILLINOIS AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF WILLOWBROOK, INCLUDING, BUT NOT LIMITED TO, COOPER, SBC, INCO, AND COMCAST, AND THE FLOOD CREEK WATER RECLAMATION DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, OVER ALL OF THE AREAS MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR MARKED "P.U. & D.E." ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, OPERATE, AND REMOVE, FROM TIME TO TIME, THE FACILITIES USED IN CONNECTION WITH VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING ELECTRICITY, SOLAR AND SIGNALS, GAS PIPELINES, WATER PIPELINES, STORM AND SANITARY SEWERS, AND STORMWATER DRAINAGE PATHS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY, OVER, UNDER, ALONG, ACROSS, AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY AS NECESSARY. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, ROOTS, SHRUBS, OR OTHER PLANTS ON SAID INDICATED EASEMENTS, AS MAY REASONABLY BE REQUIRED INCIDENT TO THE RIGHTS HEREIN GRANT, THAT INTERFERE WITH THE OPERATION OF THE DRAINAGE PATH OR UTILITY, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES.
NO PERMANENT BUILDINGS OR OBSTRUCTIONS SHALL BE PLACED ON SAID INDICATED EASEMENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. SHRUBS, UNDERGROWTH, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SAID EASEMENT SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. WHERE SAID INDICATED EASEMENTS ARE USED BOTH FOR DRAINAGE, SEWERS, AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION(S) SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF WILLOWBROOK.

RETURN PLAT TO VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS 60527

REVISIONS:	#	DATE	DESCRIPTION

PROJ MGR: JAS
DRAWN BY: JAS
DATE: 07-10-15

PLANS PREPARED FOR:
JSJT GROUP, INC.
3389 SHERIDAN ST.
HOLLYWOOD, FL 33021

PLAT OF EASEMENT
7627 VIRGINIA COURT
WILLOWBROOK, IL
DATE OF FIELD WORK COMPLETION: 02-20-15

Genesis Surveying and Engineering, PC
PROFESSIONAL DESIGN FIRM No. 184-002522
71 W. 61st STREET
WILLOWBROOK, ILLINOIS 60510
PH: (630) 271-0886 FAX: (630) 271-0833

GENESIS JOB NO.
15-022
SHEET 1 OF 1

OWNER'S CERTIFICATE
STATE OF ILLINOIS } S.S.
COUNTY OF DUPAGE }
THIS IS TO CERTIFY THAT JSJT GROUP, INC. IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

DATED AT _____ ILLINOIS, THIS _____ DAY OF _____, 2015

NOTARY PUBLIC
STATE OF ILLINOIS } S.S.
COUNTY OF DUPAGE }
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENTS AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, IN THE YEAR 2015.

BOARD OF TRUSTEES CERTIFICATE
STATE OF ILLINOIS } S.S.
COUNTY OF DUPAGE }
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS AT A MEETING HELD THIS _____ DAY OF _____ A.D., 20____
BY: _____ PRESIDENT
ATTEST: _____ VILLAGE CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE
STATE OF ILLINOIS } S.S.
COUNTY OF DUPAGE }
THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THIS _____ DAY OF _____ A.D. 2015 AT _____ O'CLOCK _____ M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____
COUNTY RECORDER

STATE OF ILLINOIS } S.S.
COUNTY OF DUPAGE }
THIS IS TO CERTIFY THAT WE, GENESIS SURVEYING, P.C., DESIGN FIRM No. 184-002522, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
LOT 10 IN BLOCK 22 IN TRI STATE VILLAGE UNIT NUMBER THREE, BEING A SUBDIVISION OF THE EAST THREE FOURTHS (3/4) OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DuPAGE COUNTY, ILLINOIS.
AS SHOWN ON THIS SUBDIVISION PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF THE VILLAGE OF WILLOWBROOK, RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WILLOWBROOK WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY ARTICLE 11, DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.
I FURTHER CERTIFY THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN FLOOD ZONE "AE" (AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 17042C0908B AND FLOOD INSURANCE STUDY 17042C0908A BOTH WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004. THIS PARCEL HAS BEEN AFFECTED BY LOMA CASE NO. 07-05-2683A.
BEARINGS AS SHOWN ARE ASSUMED AND ARE SO INDICATED FOR INTERIOR ANGLES ONLY.
GIVEN UNDER MY HAND AND SEAL IN WILLOWBROOK, ILLINOIS, THIS 8th DAY OF AUGUST A.D. 2015.
Carl S. Staley
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2348
REGISTERED AGENT OF GENESIS SURVEYING P.C.
LICENSED TO BE ISSUED NOV. 29, 2016

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A Resolution Authorizing the Acceptance of Change Order Number 1 – Various Additions – 67 th Street Water Tank Re-Coating Project, and Ratifying and Confirming the Village Administrator’s Prior Execution of Said Change Order	AGENDA NO. 5h AGENDA DATE: <u>9/14/15</u>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>TEHLIK</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>TEHLIK</u>
REVIEWED BY COMMITTEE: YES <input checked="" type="checkbox"/> <u>on 9/14/15</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

At its regular meeting on May 26, 2015, the Village Board awarded a contract to Era Valdivia Contractors, Inc. to complete a complete blasting and re-coating, both interior and exterior, of the Village’s 67th Street 500,000 gallon spheroid water tank. Seven (7) public bids were received for this project. Era Valdivia submitted the low bid in the amount of \$358,600. Work commenced in early August and, since that time, has been substantially completed.

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

Change Order #1 includes various additional work that was not included within the contract but was deemed necessary for a complete project. Change Order #1 represents a total increase in the contract in the amount of \$9,600. The following is a summary of the nature of the required items within this change order:

AMOUNT	EXPLANATION
\$2,500.00	The construction contract called for the use of an epoxy primer coat. Upon recommendation by the contractor and review by the supervising engineer, it was determined that a zinc based primer would be more effective to deter steel corrosion.
\$1,000.00	After the logo stencil was ordered, it was determined that the Village logos should be slightly increased in size vertically to account for the curve of the tank walls.
\$500.00	A rubberized seal located at the top of the tank where the tank walls meet the stairway shaft was found to be deteriorated and needing replacement.
\$1,000.00	The required aviation light at the top of the tank was found to be damaged. It was determined that a complete new aviation light fixture should be installed.
\$1,600.00	The two (2) manway doors were found to need realignment and seals replaced to ensure they close tightly and remain weatherproof.
\$3,000.00	Replacement of the entire interior platform condensate line was determined to be necessary due to the existing line beginning to corrode.
\$9,600.00	TOTAL CHANGE ORDER #1 AMOUNT (ADDITION)

Staff recommends that the resolution authorizing the above change order as presented be adopted. Since the completion of this work was necessary to accommodate the contractor’s schedule, the mayor was consulted and it was agreed that the change order be accepted and ratified by the Village Board after-the-fact. Therefore, the change order was accepted on August 24, 2015 by Administrator Halik.

ACTION PROPOSED: Adopt resolution, which will serve to accept the change order and ratify and confirm the Administrator’s prior acceptance of the change order.

RESOLUTION NO. 15-R-_____

A Resolution Authorizing the Acceptance of Change Order Number 1 – Various Additions – 67th Street Water Tank Re-Coating Project, and Ratifying and Confirming the Village Administrator’s Prior Execution of Said Change Order

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized to execute project change order number 1 in the amount of \$9,600.00 for various additional items as part of the re-coating project of the Village’s 67th Street water tank, attached hereto as Exhibit "A" and made a part hereof, and that the Village Administrator’s prior execution of said change order be and the same is hereby ratified and confirmed.

ADOPTED and APPROVED this 14th day of September, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: **AYES:** _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



ERA VALDIVIA CONTRACTORS, INC.
11909 South Avenue O
Chicago, Illinois 60617
Phone: (773) 721-9350
Fax: (773) 721-8027

CHANGE ORDER - TRANSMITTAL

DATE: August 21, 2015
TO: Gerald Hennelly
COMPANY: Christopher B. Burke Engineering
E-mail: ghennelly@cbbel.com
FROM: Greg Bairaktaris
 Project Manager

No. OF PAGES: 1 INCLUDING COVER SHEET

Additional Work – Water Tank Improvements

Gerry,

As per our conversation August 12th, regarding additional work that is not in our scope of the work.

We have completed the following to date:

1. Zinc 91H20 in place of Epoxy primer	\$2,500.00 Finished
2. Logo increase	\$1,000.00 Finished
3. Repair open void with Rubber Annular cover	\$ 500.00 Finished

Pending :

4. Repair Aviation Light	\$1,000.00
5. Repair both manway doors to close tight	\$1,600.00
6. Replace condensate line – new	\$3,000.00
Total Amount	\$9,600.00

We need to have this approved so that may complete all work A.S.A.P.

Thanks, Greg

If you have problems receiving this transmission, please call (773) 721-9350.

SSPC – Patron Member and QP1/QP2 Contractor

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: Motion to Approve – 2015 Motor Fuel Tax (MFT) Roadway Maintenance Program: Payout #1 – Partial Payment – K-Five Construction Corporation	AGENDA NO. 5i AGENDA DATE: <u>9/14/15</u>
--	---

STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u></u>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN JR.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u></u>
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> on <u>September 14, 2015</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

At its regular meeting on May 26, 2015, the Village Board approved a contract with K-Five Construction Corporation to complete the 2015 Motor Fuel Tax (MFT) Roadway Maintenance Program. This year's MFT Roadway Maintenance Program included the resurfacing of .51 miles of roadways (Waterford Drive), replacement of both defective concrete curb & gutter and defective concrete sidewalks along the street to be repaved, along with full-depth patching on various streets throughout the Village. After all required paperwork, insurance and bond certificates were submitted, a notice to proceed with the project was issued by the Village and the work commenced.

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

Given the work is now complete; the contractor has submitted a request for partial payment. The following is a breakdown of the project costs to date:

(TOTAL CONTRACT BILLING:	\$182,112.47)
Invoice #1 amount:	\$182,112.47
Less Retainage (5%):	\$9,105.62

Payout #1 Request:	\$173,006.85

The final invoiced amount was substantially lower (by \$30,884.06) than the original estimated contract amount due to the final quantities of materials used.

Staff would recommend that the Mayor and Board of Trustees authorize Payout #1 – Partial Payment to K-Five Construction Corporation in the amount of \$173,006.85. Partial waivers of lien and the Certified Payroll Reports have already been received. The authorized payment amount would be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>
MFT	04-56-430-684	Street Maintenance Contract	\$225,000

Once IDOT provides final approval of the project, the retainage amount will be released.

ACTION PROPOSED: Approve motion.



13769 MAIN STREET
 LEMONT, ILLINOIS 60439
 TEL (630) 257-5600 FAX (630) 257-6788

INVOICE PAGE No. 97816M

PAY APPLICATION	DATE	TERMS	CONTRACT
2	31 AUG 2015	NET 30	15-00000-01-6M

CUSTOMER 010206
 VILLAGE OF WILLOWBROOK
 7760 QUINCY ST
 WILLOWBROOK, IL 60521



CONTRACT LOCATION

JOB COST PROJECT # 15052
WILLOWBROOK WATERFORD & VAR
VARIOUS
WILLOWBROOK, IL

BID ITEM	DESCRIPTION	UOM	ESTIMATED QUANTITY	PREVIOUS QUANTITY	CURRENT QUANTITY	TO DATE QUANTITY	UNIT PRICE	CURRENT AMOUNT	TO DATE AMOUNT
40300100	BIT MAT PR CT	GAL	1653.0000	684.9000	0.0000	684.9000	0.0100	0.00	6.85
40603335	HMA SC MIX D N50 1.5	TON	1020.0000	910.8300	0.0000	910.8300	74.0000	0.00	67,401.42
42400200	PCC SIDEWALK 5" SPL	SF	700.0000	628.4000	0.0000	628.4000	6.0000	0.00	3,770.40
42400800	DETECT WARN	SF	184.0000	72.0000	0.0000	72.0000	25.0000	0.00	1,800.00
44000155	HMA SURF REM 1 1/2 S	SY	4300.0000	4197.0000	0.0000	4197.0000	3.4000	0.00	14,269.80
44000500	COMB C & G REM	FOOT	2020.0000	1290.0000	0.0000	1290.0000	9.5000	0.00	12,255.00
44000600	SIDEWALK REM	SF	700.0000	1291.6000	0.0000	1291.6000	2.5000	0.00	3,229.00
70102620	T C & P STD 701501	LS	1.0000	1.0000	0.0000	1.0000	20250.0000	0.00	20,250.00
70000650	THPL PVMT MK LINE 24	FOOT	90.0000	74.0000	0.0000	74.0000	25.0000	0.00	1,850.00
NA1	COMB C C & G TY M 3.	FOOT	2020.0000	1290.0000	0.0000	1290.0000	22.0000	0.00	28,380.00
NA2	STRUCT ADJ SPL	EACH	15.0000	15.0000	0.0000	15.0000	700.0000	0.00	10,500.00
NA3	CL D PATCH 6" SPL	SY	157.0000	224.0000	0.0000	224.0000	100.0000	0.00	22,400.00
X1	LANDSCAPE CREDIT	LS	1.0000	1.0000	0.0000	1.0000	-3000.0000	0.00	-3,000.00
X2	LANDSCAPE CREDIT	LS	1.0000	0.0000	1.0000	1.0000	-1000.0000	-1,000.00	-1,000.00
TOTAL BASE CONTRACT								-1,000.00	182,112.47
TOTAL CONTRACT AND CHANGE ORDERS								-1,000.00	182,112.47

BILLING SUMMARY FOR CONTRACT 15052

	CURRENT	TO DATE
COMPLETE TO DATE	-1,000.00	182,112.47
MATERIALS ON HAND	0.00	0.00
SALES TAX	0.00	0.00
LESS RETAINAGE @ 5.0000 %	-50.00	9,105.62
BALANCE	-950.00	173,006.85
LESS PREVIOUS PAYMENTS		0.00
TOTAL AMOUNT DUE	-950.00	173,006.85

ORIGINAL

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Gty # _____ Page 1 of 2

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF WILLOWBROOK
to furnish Asphalt Paving
for the premises known as WATERFORD DR & VARIOUS STREETS
of which VILLAGE OF WILLOWBROOK is the owner.

THE undersigned, for and in consideration of One Hundred Seventy Three Thousand Six Dollars and Eighty Five Cents
(\$ 173,006.85) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys,
funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to
this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE August 26, 2015 COMPANY NAME K-Five Construction Corporation
ADDRESS 13769 Main Street, Lemont, IL 60439

SIGNATURE AND TITLE *Mark A. Sniegowski*

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF COOK } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Mark A. Sniegowski BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) Vice-President OF
(COMPANY NAME) K-Five Construction Corporation WHO IS THE
CONTRACTOR FURNISHING Asphalt Paving WORK ON THE BUILDING
LOCATED AT WILLOWBROOK, IL
OWNED BY VILLAGE OF WILLOWBROOK

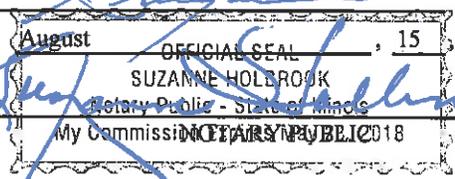
That the total amount of the contract including extras* is \$ 183,112.47 on which he or she has received payment of
\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have
furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete
said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
K-Five Construction Corporation	Asphalt Paving	\$124,977.19		\$117,778.33	\$7,198.86
PAVEMENT SYSTEMS	STRIPING	\$1,850.00		\$1,757.50	\$92.50
HIGHWAY SAFETY	TRAFFIC CONT	\$4,500.00		\$4,275.00	\$225.00
GEM CONST	C&G	\$41,435.28		\$39,363.52	\$2,071.76
ALL MATERIAL TAKEN FROM FULLY PAID FOR STOCK & HAULED IN OUR OWN TRUCKS.					
ALL LABOR PAID IN FULL. ALL BITUMINOUS MATERIALS TAKEN FROM OUR OWN ASPHALT PLANT.					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$172,762.47		\$163,174.35	\$9,588.12

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

DATE August 26, 2015 SIGNATURE: *Mark A. Sniegowski*
SUBSCRIBED AND SWORN TO BEFORE ME THIS Twenty-sixth DAY OF August, 2015

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Gty # _____ Page 2 of 2

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF WILLOWBROOK
to furnish Asphalt Paving
for the premises known as WATERFORD DR & VARIOUS STREETS
of which VILLAGE OF WILLOWBROOK is the owner.

THE undersigned, for and in consideration of One Hundred Seventy Three Thousand Six Dollars and Eighty Five Cents
(\$ 173,006.85) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statues of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys,
funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to
this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE August 26, 2015 COMPANY NAME K-Five Construction Corporation
ADDRESS 13769 Main Street, Lemont, IL 60439

SIGNATURE AND TITLE *Mark A. Sniogowski*

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF COOK } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Mark A. Sniogowski BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) Vice-President OF
(COMPANY NAME) K-Five Construction Corporation WHO IS THE
CONTRACTOR FURNISHING Asphalt Paving WORK ON THE BUILDING
LOCATED AT WILLOWBROOK, IL
OWNED BY VILLAGE OF WILLOWBROOK

That the total amount of the contract including extras* is \$ 183,112.47 on which he or she has received payment of
\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have
furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete
said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
From Page 1		\$172,762.47		\$163,174.35	\$9,588.12
HUMIR CONST	SEWER	\$10,350.00		\$9,832.50	\$517.50
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$183,112.47		\$173,006.85	\$10,105.62

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

DATE August 26, 2015 SIGNATURE: *Mark A. Sniogowski*
SUBSCRIBED AND SWORN TO BEFORE ME THIS Twenty-sixth DAY OF August, 2015

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

OFFICIAL SEAL
SUZANNE HOLDROOK
Notary Public - State of Illinois
My Commission Expires May 22, 2018
NOTARY PUBLIC

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Receive Recommendation from Plan Commission regarding approval of a Two Lot Subdivision entitled "7523 Brookbank Subdivision".

AGENDA NO.

5j

AGENDA DATE: 09/14/15

STAFF REVIEW:

SIGNATURE:

[Handwritten Signature]

LEGAL REVIEW:

SIGNATURE:

THOMAS BASTIAN III

RECOMMENDED BY:

SIGNATURE:

T. Hill

REVIEWED & APPROVED BY COMMITTEE:

YES NO N/A

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

The applicant is requesting approval of a two lot subdivision along the east side of Brookbank between 75th and Midway that complies will all requirements of the Zoning Ordinance.

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

The Plan Commission reviewed this plat at a special meeting held on August 26, 2015. Commissioner Kaucky asked questions about how the lots would be drained given the absence of public storm sewers along Brookbank. He noted that the newer homes to the north of this project were required to direct sump, downspouts and as much other drainage as possible to the front ditch along Brookbank. Once there, the water is directed to a common east west ditch that directs water through the property to the east in one location (which makes handling it more manageable), as opposed to having water coming from multiple sources on multiple lots over a wider portion of the lot to the east. Staff will pass on this request to the Village Engineer for consideration when reviewing the grading plans as part of the building permit process.

The Commission also discussed staff's proposed condition requiring written approval by the Village for removing trees within ten feet of the lot line and suggested instead that the developer and the Village work cooperatively to manage existing vegetation. It was the Plan Commission's desire to remove this condition. Staff has no objection to removing this condition after meeting the developer on site after the meeting for a better look at existing vegetation. The developer knows that street trees are required as part of the permit process, and that certain younger pine trees along the south property line may either be preserved or relocated.

Attached is a copy of the staff report provided to the Plan Commission as well as the Plan Commission's written recommendation. The recommendation includes conditions requiring revisions recommended by the Village Engineer, as well as a condition noting that the plat will not be recorded until the existing home, driveway and other improvements are removed from the property.

ACTION PROPOSED:

Receive Plan Commission Recommendation.



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

MEMORANDUM

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 26, 2015

SUBJECT: Approval of a 2 lot Final Plat of Subdivision –
7523 Brookbank

At the special meeting of the Plan Commission held on August 26, 2015, the above referenced application was discussed and the following motion was made:

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Remkus that the proposed Final Plat of Subdivision for 7523 Brookbank Subdivision meets the requirements of the Zoning Ordinance and Subdivision Regulations as reviewed and recommended by staff and the Village Engineer, therefore I move that the Plan Commission recommend to the Mayor and Village Board approval of said subdivision subject to the following conditions:

1. The final plat documents shall be revised prior to consideration by the Village Board as follows:
 - a. Five foot side yard and ten foot rear yard easements shall be added to both lots utilizing standard language supplied in the Engineer's Review letter dated August 17, 2015.
 - b. The proposed PCBMP Exhibit should calculate total current impervious surfaces and indicate how that existing number will be applied to development on both lots.
2. The plat will not be recorded until all structural and impervious surfaces are removed pursuant to proper permits from the Village.

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

MOTION DECLARED CARRIED



Proud Member of the
Illinois Route 66 Scenic Byway

Page 2
August 26, 2015

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

DK:jp

VILLAGE OF WILLOWBROOK

STAFF REPORT TO THE PLAN COMMISSION

Meeting Date: August 26, 2015

Prepared By: Jo Ellen Charlton, Planning Consultant

Case Title: Final Plat of 7523 Brookbank Subdivision

Petitioner: Cole Court LLC.
John Barcelona, President
485 S. Frontage Road – Suite 100
Burr Ridge, IL 60527

Action Requested by Applicant: Approval of a 2 lot Final Plat of Subdivision

Location: 7523 Brookbank
PINs: 09-26-301-043 and 09-26-301-044

Property Size: .64 acres or 27,973 square feet

Existing Zoning/Use: R-2 /Single-Family Residential

Proposed Zoning/Use: R-2 /Single-Family Residential

Surrounding Land Use:	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Single-Family Residential	R-2
<i>South</i>	Single-Family Residential	R-2
<i>East</i>	Single-Family Residential	R-1
<i>West</i>	Single-Family Residential	R-2

Documents Attached:

1. Final Plat of Subdivision of 7523 Brookbank Subdivision, prepared by Haeger Engineering, dated August 4, 2015, consisting of 1 sheet.
2. Existing Conditions and Demolition Plan and Proposed PCBMP Exhibit, prepared by Haeger Engineering, dated August 4, 2015, consisting of 1 sheet
3. Boundary and Topographic Survey, prepared by Haeger Engineering, dated August 3, 2015, consisting of 1 sheet.

Necessary Action By Plan Commission: Make a recommendation to the President and Village Board regarding Plat approval.
Staff's recommendation can be found on page 3.

Site Description:

The existing 27,973 square foot site consists of parts of two underlying previously subdivided lots containing one home. The property being subdivided measures approximately 150'x186.5'.

Development Proposal:

The applicant is requesting approval of a Final Plat of Subdivision to subdivide the existing property into two buildable lots that comply within minimum lot requirements in the R-2 Zoning District.

Pursuant to the Subdivision Regulations, the proposed subdivision qualifies as a minor subdivision and can proceed directly to final plat approval, without a public hearing, but with Plan Commission review and recommendation prior to Village Board consideration.

Staff Analysis:

Appropriateness of Use:

Single-family detached homes are permitted uses in the R-2 district. The bulk regulations for the R-2 district are provided in the chart below. Both proposed lots meet these minimum requirements.

R-2 Regulations
Minimum Lot Area = 13,000 square feet
Lot Width = 75' (Measured at the front setback line)
Lot Depth = 150'
Front Yard Setback = 40' (The permitted setback based on averages is 30.26')
Interior Side Yard Setback = 10% width or 8.5' (Whichever is greater)
Rear Yard Setback = 30'

Title Report:

Page 6 of the title report (Item 20) indicates that a 5' easement affects the north 5' of Lot 5, although it is not shown on the Plat of Survey. The easement shall be identified and likely vacated as part of this subdivision.

Existing Trees:

The site contains a number of existing trees, some of which may be beneficial to preserve upon redevelopment...particularly those along the perimeters. Several newer pine trees, in particular, exist near the south property line, that may have been planted by the owner to the south. If practical, there would be benefits to preserving these and possibly additional perimeter trees. Therefore, staff recommends a condition on the approval that requires Village approval of any trees within ten feet of any lot line, with said approval not be unreasonably withheld if the tree interferes with development.

Subdivision Improvements:

Consistent with the development patterns for new development to the north, no subdivision improvements (curb, cutter, storm sewer) will be required with development on these lots. Parkway trees, however, will be required, and must be included as part of the approval of any new structures on the lots in compliance with Village Codes.

Easements:

Section 10-4-2(c) of the Village Code includes side and rear yard easement requirements for both interior and perimeter lots within a subdivision. Pursuant to the Village Engineer's (attached), five foot side yard easements and ten foot rear yard easements are supported and must be added to a revised plat prior to being considered by the Village Board. Required easement language is included with the engineer's report and should be added to the proposed plat.

Proposed PCBMPs:

The provision of final engineering on a subdivision this small that does not include public improvements is difficult until the actual house permit is submitted. According to the Village Engineer's report (attached), the information included in the plan is sufficient except that the plan should identify the existing impervious cover for each lot and an indication of how that will be applied to development on each lot.

Existing Improvements to be Demolished prior to Plat Recording:

Because the existing home straddles a proposed new lot line, a condition is recommended that requires demolition of all improvements, including the house, the driveway, fences, and any septic or well facilities on the property pursuant to proper permits.

Staff Recommendation:

Staff recommends approval of the proposed subdivision. If the Plan Commission concurs, the following sample motion is provided:

The proposed Final Plat of Subdivision for 7523 Brookbank Subdivision meets the requirements of the Zoning Ordinance and Subdivision Regulations as reviewed and recommended by staff and the Village Engineer, therefore I move that the Plan Commission recommend to the Mayor and Village Board approval of said subdivision subject to the following conditions:

- 1. The final plat documents shall be revised prior to consideration by the Village Board as follows:*
 - a. Five foot side yard and ten foot rear yard easements shall be added to both lots utilizing standard language supplied in the Engineer's Review letter dated August 17, 2015.*
 - b. The proposed PCBMP Exhibit should calculate total current impervious surfaces and indicate how that existing number will be applied to development on both lots.*
- 2. Existing trees within ten feet (10') of any lot line shall not be removed unless approved by the Village as part of any construction permit, with said approval not be unreasonably withheld if the tree preservation interferes with engineering requirements.*
- 3. The plat will not be recorded until all structural and impervious surfaces are removed pursuant to proper permits from the Village.*



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 17, 2015

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: JoEllen Charlton

Subject: 7523 Brookbank Subdivision
(CBBEL Project No. 90-144H171)

Dear JoEllen:

As requested on August 10, 2015, we have reviewed the Plat of Subdivision and supporting documents for the aforementioned property prepared by Haeger Engineering and dated August 4, 2015. The following comments shall be addressed prior to final approval:

Plat of Subdivision

1. Easements must be provided as detailed in Section 10-4-2(c) of Village Code. This includes the following:
 - a. *Twenty foot rear yard easement.
 - b. *Ten foot side yard easement for north side of Lot 1 and south side of Lot 2.
 - c. Five foot side yard easement for south side of Lot 1 and north side of Lot 2.

* *The code allows for five foot side yard and ten foot rear yard easements if certain conditions are met, and we would support these reduced easements.*
2. The Village format of easement provisions shall be used (copy attached).

Existing Conditions and PCBMP Exhibit

1. The proposed PCBMPs shown are presumed to be conceptual as the final design cannot be completed until a specific site plan is developed for each lot. It would be prudent, though, to identify the existing impervious cover for each lot and an indication of how that will be applied to the proposed lot development (e.g. all existing impervious surface to first lot developed, split evenly of both lot, or based on the lot on which it is situated).

General Comments

1. Because the existing house straddles the proposed lot line, a condition of approval should be that the house and driveway will be demolished before the Village will record the plat.

2. It is presumed that there will not be any subdivision improvements, and that any improvements will be constructed with each lot.

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

Sincerely,



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

Attachment

cc: Tim Halik
Roy Giuntoli

UTILITY EASEMENT PROVISIONS

PERPETUAL EASEMENTS FOR PROVIDING UTILITY SERVICES TO THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT AND OTHER PROPERTY ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WILLOWBROOK, TO THOSE COMPANIES OPERATING, FROM TIME TO TIME, UNDER FRANCHISE OR LICENSE FROM THE VILLAGE OF WILLOWBROOK, AND TO UNITS OF LOCAL GOVERNMENT PROVIDING SERVICES TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, AMERITECH, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, THE HINSDALE SANITARY DISTRICT, THE COUNTY OF DUPAGE DEPARTMENT OF ENVIRONMENTAL CONCERNS, AND THEIR SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE AREAS BOUNDED BY THE LOT LINES AND DOTTED LINES ON THIS PLAT AND INDICATED AS PUBLIC UTILITY EASEMENT AND/OR PUBLIC UTILITY AND DRAINAGE EASEMENT. FOR THE PURPOSES OF THIS PLAT, PROVIDING UTILITY SERVICES SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSTALL, CONSTRUCT, RECONSTRUCT, IMPROVE, KEEP, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, RENEW, RELOCATE, REMOVE AND/OR INCREASE THE SIZE, NUMBER AND/OR TYPE OF FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF GAS AND WATER, ELECTRICITY AND TELECOMMUNICATIONS AND CABLE TELEVISION SERVICES, SANITARY SEWER AND ANY OTHER FACILITIES USED IN THE TRANSMISSION, DISTRIBUTION OR TRANSPORTATION OF ANY COMMODITY IN A LIQUID OR GASEOUS STATE, INCLUDING ANY AND ALL APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH EASEMENT AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL REQUIRED SERVICE CONNECTIONS ON EACH LOT TO SERVE IMPROVEMENTS THEREON, OR IN ADJACENT LOTS; THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, OVER, UNDER, ACROSS, ALONG, THROUGH OR UPON SUCH EASEMENT AREAS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR THE EXERCISE OF GRANTEE'S OTHER RIGHTS PROVIDED HEREIN. EASEMENTS FOR STORM WATER DRAINAGE, DETENTION AND/OR RETENTION PURPOSES ARE GRANTED UNDER A SEPARATE PROVISION OF THIS PLAT, AND FACILITIES FOR SAID PURPOSES, AND APPURTENANCES THERETO, SHALL BE CONTROLLED BY SAID PROVISION.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY

AND

AMERITECH, GRANTEEES,

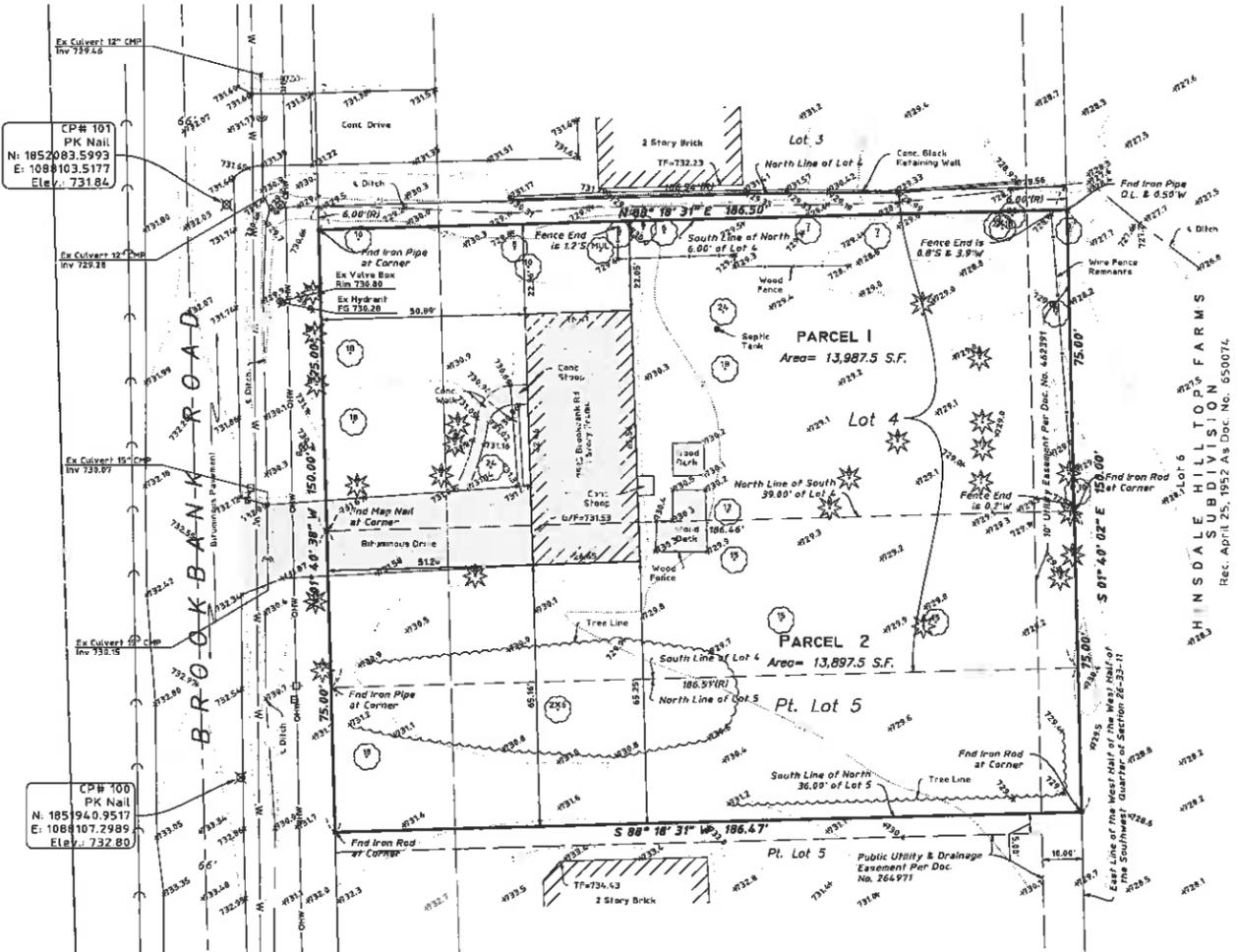
THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

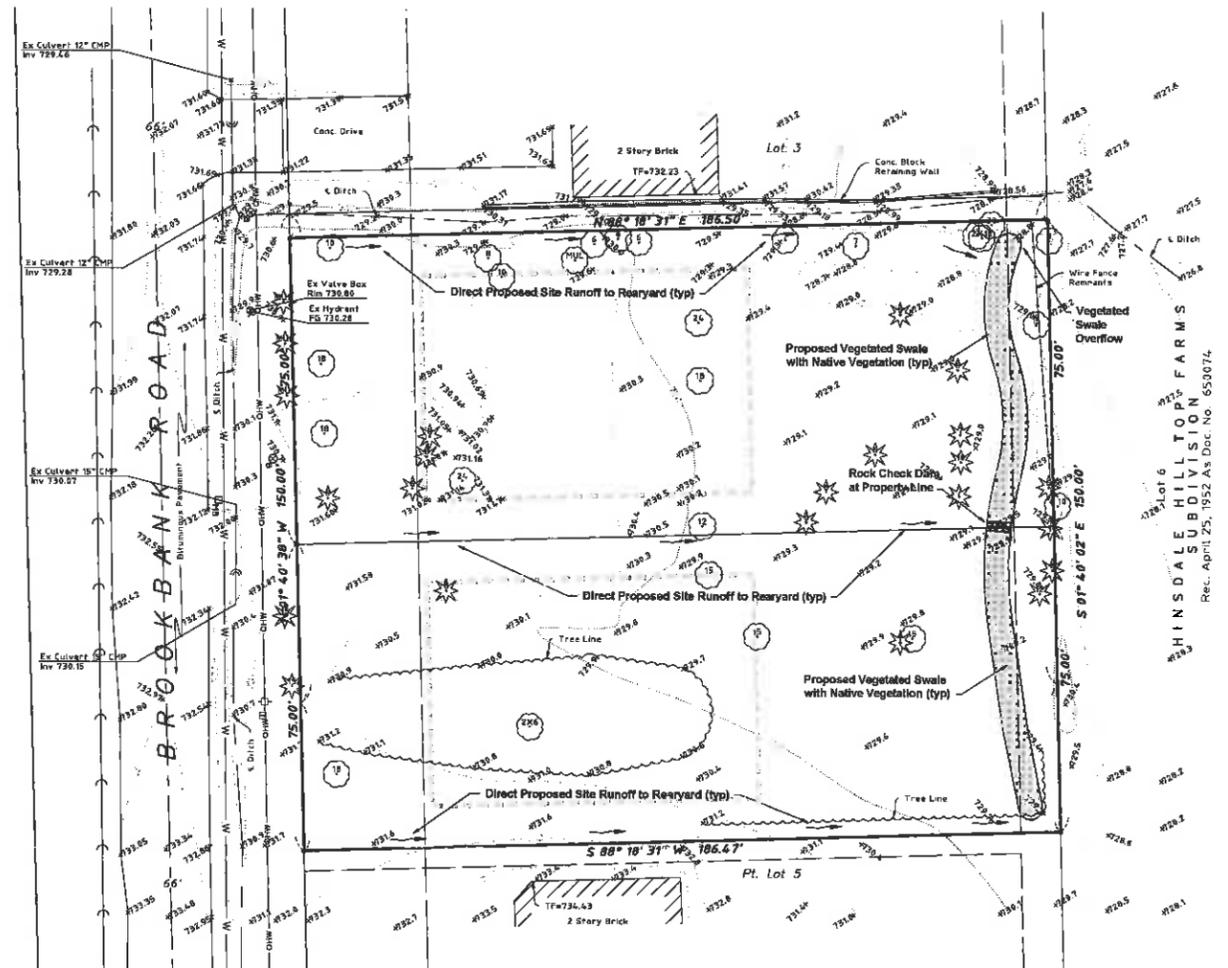
THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS, "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

EASEMENT PROVISIONS
NORTHERN ILLINOIS GAS COMPANY

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED "EASEMENT" AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS, OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.



EXISTING CONDITIONS & DEMOLITION PLAN



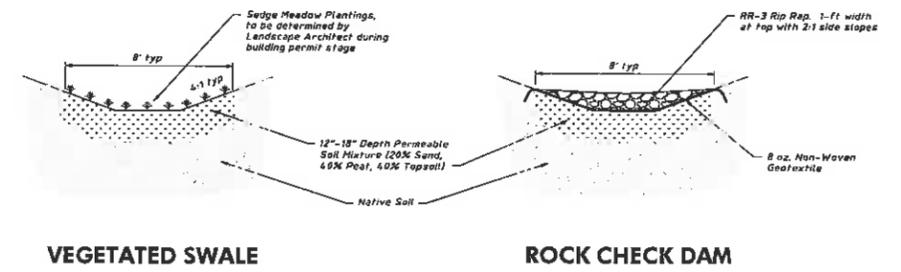
PROPOSED PCBMP EXHIBIT

- LEGEND**
- Storm Sewer
 - ⊕ Fire Hydrant
 - ⊕ Valve Box
 - ⊕ B-Box
 - Fence
 - Pipe Bollard
 - Overhead Utility Line
 - Utility Pole
 - Telephone Pedestal
 - Mailbox
 - Retaining Wall
 - XXX Pavement Elevation
 - XXX Sidewalk Elevation
 - XXX Ground Elevation
 - Contour Line
 - Deciduous Tree
 - ⊙ Coniferous Tree
 - Brushline
 - Recorded On Line

Benchmark
Site Benchmark
CP # 100 (See Survey)
Description: PK Nail
Elevation: 732.80 NAVD 88 (Geold 12A)

PARCEL 1:
LOT 4 (EXCEPT THE NORTH 8 FEET THEREOF AND EXCEPT THE SOUTH 38 FEET THEREOF) IN CLARENDON GARDENS, BEING A SUBDIVISION OF THE NORTH 36 ACRES OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 18, 1944 AS DOCUMENT 482381, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:
THE SOUTH 38 FEET OF LOT 4 AND THE NORTH 38 FEET OF LOT 5 IN CLARENDON GARDENS BEING A SUBDIVISION OF THE NORTH 36 ACRES OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 18, 1944 AS DOCUMENT 482381, IN DUPAGE COUNTY, ILLINOIS.



VEGETATED SWALE

ROCK CHECK DAM

Vegetated Swale to be sized to provide storage for 1.25-inch rainfall for every square foot of proposed impervious area within the lots.

HAEGER ENGINEERING
consulting engineers • land surveyors
1354 N. Park Cross Road, Schaumburg, IL 60173 • Tel: 815.394.6600 Fax: 815.394.6688
Illinois Professional Design Firm License No. 184-000152
www.haegerengineering.com

EXISTING CONDITIONS &
PCBMP EXHIBIT
7523 BROOKBANK
RESUBDIVISION
WILLOWBROOK, IL

Project Manager: M.L.A.
Engineer:
Date: 8-4-2015
Project No.: 15-109
Sheet: 1

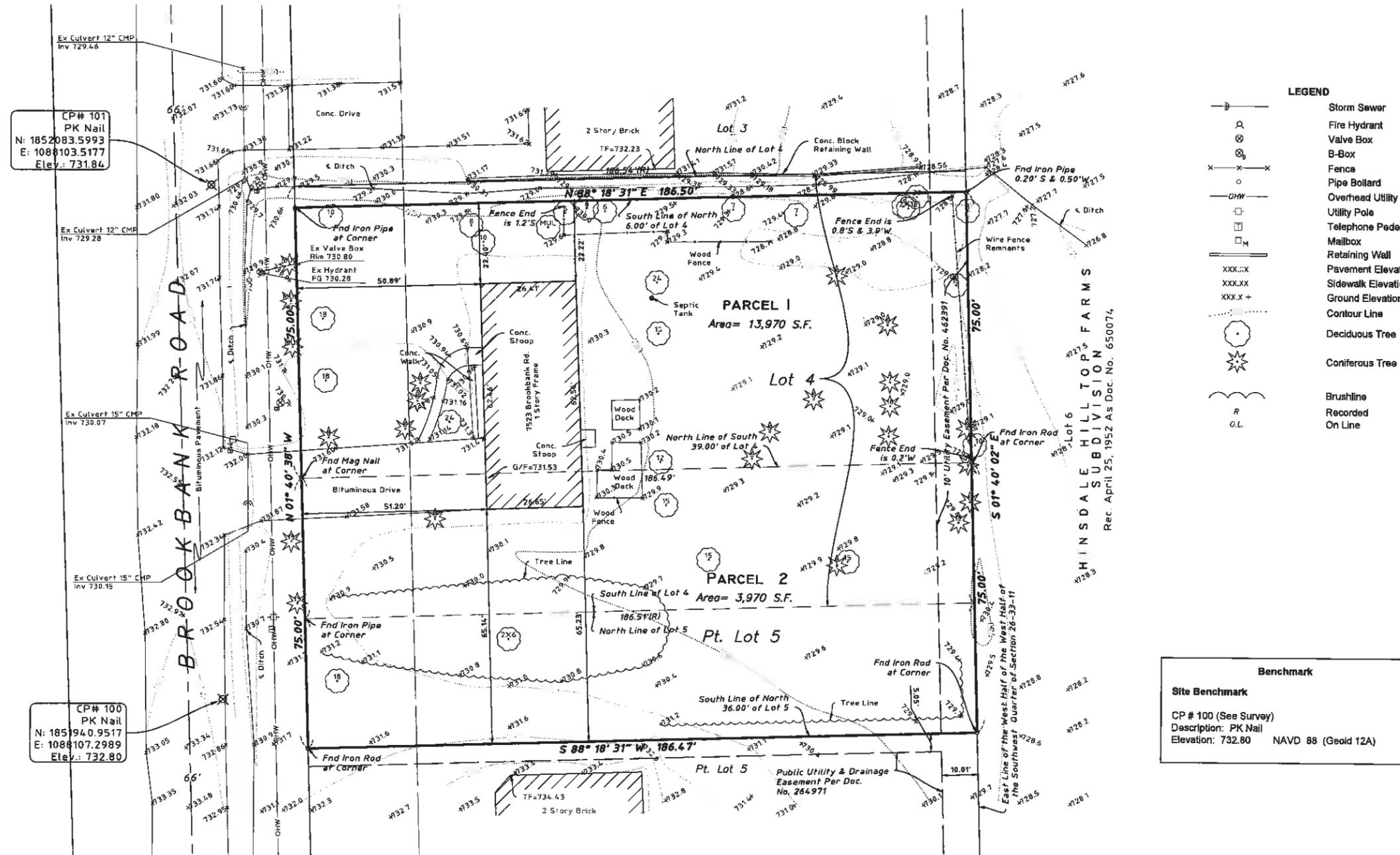
LEGAL DESCRIPTION

PARCEL 1:

LOT 4 (EXCEPT THE NORTH 6 FEET THEREOF AND EXCEPT THE SOUTH 39 FEET THEREOF) IN CLARENDON GARDENS, BEING A SUBDIVISION OF THE NORTH 35 ACRES OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1944 AS DOCUMENT 462391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 39 FEET OF LOT 4 AND THE NORTH 36 FEET OF LOT 5 IN CLARENDON GARDENS BEING A SUBDIVISION OF THE NORTH 35 ACRES OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1944 AS DOCUMENT 462391, IN DUPAGE COUNTY, ILLINOIS.



CP# 101
PK Nail
N: 185283.5993
E: 1088103.5177
Elev.: 731.84

CP# 100
PK Nail
N: 185194.09517
E: 1088107.2989
Elev.: 732.80

LEGEND

	Storm Sewer
	Fire Hydrant
	Valve Box
	B-Box
	Fence
	Pipe Bollard
	Overhead Utility Line
	Utility Pole
	Telephone Pedestal
	Mailbox
	Retaining Wall
	Pavement Elevation
	Sidewalk Elevation
	Ground Elevation
	Contour Line
	Deciduous Tree
	Coniferous Tree
	Brushline
	Recorded On Line

Benchmark
Site Benchmark
CP # 100 (See Survey)
Description: PK Nail
Elevation: 732.80 NAVD 88 (Geoid 12A)

Surveyor's Notes:

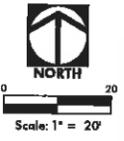
- Field work was completed on August 1, 2015.
- The Horizontal coordinates and basis of bearing shown hereon are assumed.
- The Vertical Datum referenced hereon is based on NAVD 88 (Geoid 12A) as referenced from Kara Company's RTK Network.
- Utility information shown hereon is based upon field measurements, available records. Information from field data is limited to that which is visible and can be measured. This survey does not exclude the possibility of the existence of other underground utilities and or structures. Record information is based upon data collected from both public and private sources. The completeness and/or accuracy of these records cannot be guaranteed, except for those items that can be verified by field measurement. Prior to any excavation contact J.U.L.I.E (1-800-892-0123).



State of Illinois)
County of Cook) SS:
This professional service conforms to the current Illinois minimum standards for a boundary and topographic survey.
Schaumburg, Illinois August 3, 2015
By: Illinois Professional Land Surveyor No. 3695

Ordered By: Chestnut Homes
Order No.: 15-108

EXPIRES 11-30-16



HAEGER ENGINEERING
consulting engineers • land surveyors
1304 N. Main Street, Schaumburg, IL 60195 • Tel: 815.394.6600 Fax: 815.394.6608
Illinois Professional Engineer License No. 184-000151
www.haegerengineering.com

BOUNDARY & TOPOGRAPHIC SURVEY
7523 BROOKBANK ROAD
WILLOWBROOK, ILLINOIS

Project Manager: MLA
Engineer: JWG
Date: 8-3-2015
Project No: 15109
Sheet: 1

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A PROCLAMATION RECOGNIZING FIRE PREVENTION WEEK AND FIRE SAFETY MONTH IN OCTOBER WITHIN THE VILLAGE OF WILLOWBROOK

AGENDA NO.

5k

AGENDA DATE: 09/14/15

STAFF REVIEW: Cindy Stuchl

SIGNATURE: Cindy Stuchl

LEGAL REVIEW: Thomas Bastian

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: T. H. Stuchl

REVIEWED & APPROVED BY COMMITTEE: YES N/A

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

David Zalesiak, Public Education Officer with the Tri-State Fire Protection District, requested that the Village of Willowbrook accept the Proclamation for Fire Prevention Week and Fire Safety Month in October. In accepting the Proclamation, it is the goal of the Tri-State Fire Protection District that more people will understand the seriousness of fire and take action to enforce fire safety.

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

The Mayor and Board of Trustees has over the past years passed Proclamations recognizing the month of October as Fire Safety Month and the first full week in October as Fire Prevention Week within the Village of Willowbrook. The Proclamation before the Mayor and Board of Trustees this evening is similar to previously adopted proclamations and will hopefully assist the citizens of Willowbrook to become more aware of the importance of fire safety and fire prevention.

ACTION PROPOSED: PASS THE PROCLAMATION

Village of Willowbrook

Proclamation

WHEREAS, smoke and poisonous gases are the leading causes of death in fires and can kill a person long before the flames will; and

WHEREAS, underestimating the power of the fire and the time it takes to escape a home fire puts people at severe risk to fire death or injury; and

WHEREAS, developing a home fire escape plan and practicing it at least twice a year is critical to escape a fire safely; and

WHEREAS, making sure that multi-story homes and commercial buildings are equipped with working smoke detectors and fire alarms; and

WHEREAS, a complete home escape plan includes everyone in the household knowing two ways out of each room, having an outdoor meeting place where everyone meets when they are out of the house, and remembering the local fire emergency phone number; and

WHEREAS, the National Fire Protection Association (NFPA), the official sponsor of Fire Prevention, has documented many lives saved as a result of having all homes in Illinois equipped with smoke detectors; and

WHEREAS, the fire services is dedicated to the safety of lives and property from the devastating effects of fire; and

WHEREAS, the members of the fire service are joined by other concerned citizens of Willowbrook as well as other emergency service providers and safety advocates, businesses, schools, service clubs, and organizations in their fire safety efforts.

NOW, THEREFORE, I, FRANK A. TRILLA, Mayor of the Village of Willowbrook, do hereby proclaim the month of October as Fire Prevention month. Fire Prevention commemorates the Great Chicago Fire of 1871, which killed more than 250 people, left 100,000 homeless, and destroyed more than 17,400 buildings. For nearly 80 years since then, NFPA has successfully joined North American fire departments each year during Fire Prevention Week in a shared mission of making the public safer from fire. I call upon the people of Willowbrook to participate in fire prevention activities at work and school to ensure their safety and the safety of their families and friends in the event of a fire.

Proclaimed this 14th day of September, 2015.

Attest:

Mayor

Village Clerk

FOUNDED IN 1946

CHIEF ADMINISTRATOR

Jack L. Mancione



DEPUTY CHIEF

William F. Just
Edward J. Gergits

TRI-STATE
FIRE PROTECTION DISTRICT

419 PLAINFIELD ROAD ● DARIEN, ILLINOIS 60561 ● (630) 323-6445

August 20, 2015

Mayor Frank Trilla
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Dear Mayor Trilla;

Day after day we hear and read about fires that kill men, women, and children of all ages. At times it can wipeout an entire family. Even when there are no deaths involved in fire, the loss pf property can add up to thousands, possibly millions of dollars. Not to mention the sentimental loss to its victims. The Tri-State Fire District worked hard at getting the word out on fire safety with programs we provide to schools and businesses. At the Tri-State Fire District, we know that there are still people that can benefit from a Re-Emphasis on fire safety. They believe that it will never happen to them.

That's why we are asking the Village of Willowbrook to accept this Proclamation for Fire Prevention Week and Fire Safety Month in October 2015. I think that by accepting this Proclamation, more people will understand the seriousness of fire and take action to enforce fire safety.

Thank you for your time,

A handwritten signature in black ink, consisting of a large, loopy initial 'D' followed by a horizontal line extending to the right.

David D. Zalesiak
Fire Marshal/Public Education Officer

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

Receive Plan Commission Recommendation, and

AGENDA NO. **6**

An Ordinance approving a text amendment to add "recreational uses" as a new special use in the M-1 Zoning District. Plan Commission Case 15-03

AGENDA DATE: 9/14/15

STAFF REVIEW:

SIGNATURE:

Ellen Charbon

LEGAL REVIEW:

SIGNATURE:

THOMAS BASTIAN III.

RECOMMENDED BY:

SIGNATURE:

T. Hill

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

This text amendment was proposed by an applicant wishing to open a baseball/softball training facility in part of an existing building located on Quincy Avenue on property zoned M-1. Two zoning hearing cases were assigned to his request. This case, 15-03, considers the merits of approving the text amendment to add "recreational uses" as a special use in the M-1 Zoning District. A related case by the applicant, 15-04, relies on the Board's approval of the text amendment associated with 15-03, and considers the merits of the site for a special use recreational facility.

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

"Recreational uses" are not listed as a permitted or special use in the M-1 District, but are listed as special uses in both the LOR and OR Districts. Given that Willowbrook's "Industrial Park" properties (excluding commercial properties) consist primarily of these three zoning classifications, it makes sense to add recreational uses as special uses in the M-1 District as well. A recent action by the Board to accommodate a different recreational use (the swim club), was handled by rezoning the property. A rezoning was not appropriate in this case because certain existing or future uses in this multi-tenant building may be excluded by the rezoning. Adding recreational uses to the M-1 district makes properties with this zone consistent with similar nearby properties; adding it as a special use ensures that the Village can evaluate the merits of individual sites for their appropriateness for the use. This allows the Village to check for things like access, parking, and the separation of industrial semi traffic from more traditional automobile traffic coming to a site on a routine basis.

ACTION PROPOSED:

This case was originally noticed for the August 5, 2015 meeting, however staff learned on August 3rd that there would not be a quorum of the Plan Commissioners attending that meeting. A new hearing was noticed for August 26, 2015. Given the unexpected rescheduling, the receiving of the Plan Commission's recommendation and consideration of the ordinance is being forwarded to the Village Board in one meeting.

September 14, 2015: Receive Plan Commission Recommendation and consideration of the attached Ordinance approving a text amendment to add "recreational uses" as a new special use in the M-1 Zoning District.

Staff recommends the Village Board approve the attached ordinance.



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

MEMORANDUM

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

MEMO FROM: Vice-Chairman Wagner, Plan Commission

DATE: August 26, 2015

SUBJECT: Zoning Hearing Case 15-03: Petition for text amendment to add Recreational Uses as a new special use in the M1 Zoning District

At the special meeting of the Plan Commission held on August 26, 2015, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Kaucky that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented on Page 1 of the Staff Report for PC Case Number 15-03 to add "Recreational Uses" as a special use in the M1 Zoning District.

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

MOTION DECLARED CARRIED

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

DK:jp

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Village Board Consideration: September 14, 2015

Plan Commission Hearing: August 26, 2015

Prepared By: Jo Ellen Charlton, AICP, Planning Consultant

Case Number: 15-03

Case Title: PC 15-03: Receive Plan Commission Recommendation and Consideration of an Ordinance approving a text amendment to add "recreational uses" as a new special use in the M-1 Zoning District.

Applicant: Sam Zagorac

Action Requested by Applicant: Consideration and recommendation of the following text amendments:

Add the following use to Section 9-8-2(D) of the Zoning Ordinance in the appropriate alphabetical location.

"Recreational Uses"

Location: Existing properties zoned M-1 exist in an area generally south of 73rd Court, east of Route 83, west of Madison, and north of I-55.

Necessary Action By Village Board: Receive Plan Commission Recommendation to approve and Ordinance Consideration

Staff Recommendation: Staff concurs with the Plan Commission's recommendation and recommends approval of the attached ordinance.

Staff Recommendation:

Staff concurs with the Plan Commission's recommendation and recommends the Village Board approve the attached ordinance.

Given that the original hearing date needed to be rescheduled from August 5th to August 26th due to a lack of a quorum of the Plan Commission, the receiving of the Plan Commission's recommendation and consideration of the ordinances is being forwarded to the Village Board in one meeting in order to help this applicant stay better on schedule with the original timeline.

ORDINANCE NO. 15-0-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF
THE VILLAGE OF WILLOWBROOK
TITLE 9-Zoning Ordinance
(Add "Recreational Uses" as a new Special Use in the M-1 Zoning
District.

WHEREAS, on or about June 29, 2015, Sam Zagorac, as applicant, filed an application for certain text amendments to the Zoning Ordinance of the Village of Willowbrook to add Recreational Uses as a special use in the M-1 Zoning District; and,

WHEREAS, Notice of Public Hearing on said text amendments to the Village of Willowbrook Zoning Ordinance was published in the Suburban Life Newspaper on or about August 7, 2015, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

WHEREAS, a Public Hearing was conducted by the Plan Commission of the Village of Willowbrook on August 26, 2015, pursuant to said Notice, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

WHEREAS, at said Public Hearing, the applicant provided testimony in support of the proposed amendments to the Village of Willowbrook Zoning Ordinance, and all interested parties had an opportunity to be heard; and,

PASSED and APPROVED this 14TH day of September 14, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

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

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

Receive Plan Commission Recommendation, and

AGENDA NO. 7

An Ordinance approving a special use for a recreational use at 7850 Quincy. Plan Commission Case 15-04

AGENDA DATE: 9/14/15

STAFF REVIEW:

SIGNATURE:

Ellen Charlton

LEGAL REVIEW:

SIGNATURE:

THOMAS BASTIAN III.

RECOMMENDED BY:

SIGNATURE:

TELLS

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

A text amendment and this request for special use approval was proposed by an applicant wishing to open a baseball/softball training facility in part of an existing building located on Quincy Avenue on property zoned M-1. Plan Commission case 15-03 is a text amendment to add "recreational uses" as a new special use in the M-1 zoning district. This case, 15-04, relies on the Board's approval of the text amendment associated with 15-03, and considers the merits of the site for a special use recreational facility.

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

Special uses allow the Village to consider the merits of a use as it relates to a specific site. Issues such as parking, access, and circulation can be evaluated, as well as whether uses in close proximity to each other are compatible and will not endanger the public health safety and welfare. This proposed special use for a recreational use at 7850 will accommodate a baseball/softball training facility. The use will occupy the full width of the southern portion of an existing building, with access to its own parking lot, also on the south side of the building. Parking is adequate for the expected use, and there is room to stripe additional parking to accommodate future growth if necessary. Physical improvements to the exterior of the building include the addition of protective bollards around the main entrance, restriping of accessible parking spaces, building façade modifications when overhead doors are replaced with storefront windows, and the removal of a dead ash tree. Staff had also recommended certain improvements in an existing drainage swale on the west side of the building that it be cleaned of debris and improved with seed or sod instead of the existing gravel. The Plan Commission, however, modified that condition to require an inspection of the area by the Village Engineer to ensure proper functioning of the swale as designed, but to allow the gravel to remain instead of requiring grass if that is acceptable to the Village Engineer. Staff supports this modified recommendation, which will be handled either directly with the property owner's cooperation, or via code enforcement if necessary.

ACTION PROPOSED:

This case was originally noticed for the August 5, 2015 meeting, however staff learned on August 3rd that there would not be a quorum of the Plan Commissioners attending that meeting. A new hearing was noticed for August 26, 2015. Given the unexpected rescheduling, the receiving of the Plan Commission's recommendation and consideration of the ordinance is being forwarded to the Village Board in one meeting.

September 14, 2015: Receive Plan Commission Recommendation and consideration of the attached Ordinance approving a special use for a recreational use

Staff recommends the Village Board approve the attached ordinance.



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

MEMORANDUM

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

MEMO FROM: Vice-Chairman Wagner, Plan Commission

DATE: August 26, 2015

SUBJECT: Zoning Hearing Case 15-04: Petition for a special use approval of a Recreational Use in the M1 Zoning District

At the special meeting of the Plan Commission held on August 26, 2015, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Kauky, seconded by Commissioner Remkus that based on the submitted petition and testimony provided, 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 15-04 for the August 26, 2015 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a recreational use in the space at 7850 Quincy subject to the following conditions:

1. Signed and sealed engineering plans shall be submitted for review and approval showing the following improvements on the property prior to the issuance of any construction permits:
 - a. The removal of existing debris in the drainage swale on the west side of the building, and an evaluation of the area by the Village Engineer to ensure positive flow to the inlets.
 - b. Details and installation of protective bollards around the proposed south entrance door.
 - c. Restriping and signage details for the accessible parking spaces west of the new entrance door.
 - d. Removal of the dying ash tree on the south side of the south driveway entrance.

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

2. Site improvements from approved engineering plans must be completed prior to occupancy.
3. Garbage for this use may not be located anywhere outside the building enclosure at any time, except for the time when being serviced from the Quincy loading dock area unless a code compliant masonry dumpster is constructed on site pursuant to a properly issued building permit.
4. Future modifications to any overhead doors shall be subject to review and approval by the Village Administrator of an elevation plan to ensure consistent horizontal lines are maintained between the upper panels and lower brick and that upper panels are a consistent color.

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

MOTION DECLARED CARRIED

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

DK:jp

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIAL USE FOR A
RECREATIONAL USE
7850 QUINCY

WHEREAS, on or about June 25, 2015, Sam Zagorac, (hereinafter the "Petitioner"), filed an application requesting a special use to operate a 31,228 square feet "recreational use" for a baseball/softball training facility within an existing 62,456 square foot building located at the property commonly described as 7850 Quincy, Willowbrook, Illinois and legally described in Section 2 below (herein referred to as the "Subject Property") in the M1 Light Manufacturing Zoning District; and

WHEREAS, Notice of Public Hearing on said application was published on or about August 7, 2015, 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 August 26, 2015, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, at said Public Hearing, the Petitioner 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 August 26, 2015, a copy of which is attached hereto as Exhibit "A" which is by this reference, made a part hereof; and

WHEREAS, the Village Board has reviewed the findings of the Plan Commission and now determines that it would be in the best interest of the Village to approve the special use for a recreational use at the Subject Property, subject to the terms and conditions established by this Ordinance.

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

Section 1: The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2: This Ordinance is limited and restricted to the southern 31,228 square feet of an existing 62,456 square foot building on the Subject Property, legally described as follows:

LOT 1 IN JAROSZ RESUBDIVISION, BEING A RESUBDIVISION OF LOT 16 IN WILLOWBROOK EXECUTIVE PLAZA, A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID WILLOWBROOK EXECUTIVE PLAZA RECORDED JULY 8, 1975, AS DOCUMENT R75-33298 AND OF LOT 1 IN THE RESUBDIVISION OF LOTS 17 AND 18 IN WILLOWBROOK EXECUTIVE PLAZA AFOREMENTIONED, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 7, 1977, AS DOCUMENT R77-24463, ALL IN DUPAGE COUNTY, ILLINOIS.

Common Address: 7850 Quincy Street
PIN: 09-26-402-020

Section 3. Special Use Approval for a Recreational Use

Granted: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit, which is hereby granted in accord with the provisions of Title 9, Chapter 14, Section 9-14-5 of the Village Code of Ordinances of the Village of Willowbrook, for a recreational use in the south 31,228 square feet of an existing 62,456 square foot building on the SUBJECT PROPERTY, subject to the terms and conditions set forth in Section 4 below.

Section 4: Conditions of Approval: That the relief granted in Section Three of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- a. The facility shall be improved and used in substantial conformance with the plan documents attached hereto as Exhibit B.
- b. Signed and sealed engineering plans shall be submitted for review and approval showing the following improvements on the subject property prior to the issuance of any construction permits:
 1. The removal of existing debris in the drainage swale on the west side of the building, and an evaluation of the area by the Village Engineer to ensure proper function and positive flow to the drainage inlet.
 2. Details and installation of protective bollards around the proposed south entrance doors.
 3. Restriping and signage details for the accessible parking spaces west of the new entrance door.
 4. Removal of the dying ash tree on the south side of the south driveway entrance.

- c. Site improvements from approved engineering plans must be completed prior to occupancy.
- d. Garbage for this use must not be located anywhere outside the building enclosure at any time, except for the time when being serviced from the Quincy loading dock area unless a code compliant masonry dumpster is constructed on site pursuant to a properly issued building permit
- e. Future modifications to any overhead doors shall be subject to review and approval by the Village Administrator of an elevation plan to ensure consistent horizontal lines are maintained between the upper panels and lower brick and that upper panels are a consistent color.

Section 5: 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 6: 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 14th day of September, 2015

APPROVED:

Frank Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSENTIONS: _____

ABSENT: _____

EXHIBIT A

Plan Commission Recommendation and Findings of Fact

M E M O R A N D U M

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

MEMO FROM: Vice-Chairman Wagner, Plan Commission

DATE: August 26, 2015

SUBJECT: Zoning Hearing Case 15-04: Petition for
a special use approval of a Recreational
Use in the M1 Zoning District

At the special meeting of the Plan Commission held on August 26, 2015, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Kauky, seconded by Commissioner Remkus that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use outlined in Exhibit 3 of the staff report (provided herein below) prepared for PC 15-04 for the August 26, 2015 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a recreational use in the space at 7850 Quincy subject to the following conditions:

1. Signed and sealed engineering plans shall be submitted for review and approval showing the following improvements on the property prior to the issuance of any construction permits:
 - a. The removal of existing debris in the drainage swale on the west side of the building, and an evaluation of the area by the Village Engineer to ensure positive flow to the inlets.
 - b. Details and installation of protective bollards around the proposed south entrance door.
 - c. Restriping and signage details for the accessible parking spaces west of the new entrance door.

d. Removal of the dying ash tree on the south side of the south driveway entrance.

2. Site improvements from approved engineering plans must be completed prior to occupancy.
3. Garbage for this use may not be located anywhere outside the building enclosure at any time, except for the time when being serviced from the Quincy loading dock area unless a code compliant masonry dumpster is constructed on site pursuant to a properly issued building permit.
4. Future modifications to any overhead doors shall be subject to review and approval by the Village Administrator of an elevation plan to ensure consistent horizontal lines are maintained between the upper panels and lower brick and that upper panels are a consistent color.

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

MOTION DECLARED CARRIED

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

DK:jp

Standards for Special Use and Findings of Fact

(As shown in Exhibit 3 of the Staff Report Prepared for 15-04)

- 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.

Applicant: It will not.

Staff: The proposed use as a recreational use catering mostly to children will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The use has access to a parking lot with 60 spaces that is adequate to accommodate the number of students and employees projected on the site, with room to restripe and add up to twelve additional parking spaces if needed. Additionally, no other industrial uses access this parking for the building, so there will be no conflicts between children and trucks. Protective bollards are also being added to separate the parking surface from the proposed entrance to the facility on the south side of the building.

- 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.

Applicant: It will not.

Staff: The proposed improvements will not impair the use or enjoyment of nearby properties nor diminish property values.

- 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.

Applicant: It will not.

Staff: There are no vacant properties in the immediate vicinity, so the proposed improvements will not have an impact on future development.

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

Applicant: They are:

Staff: Adequate utilities and roads serve the property. Minor modifications to a drainage swale, parking lot striping for accessible parking spaces, and the removal of a

partially dead tree are required and made as conditions of approval.

- 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.

Applicant: They will.

Staff: Access to and the amount of existing parking available to serve the proposed use is available and will not cause traffic congestion in the public street.

- 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.

Applicant: It will be.

Staff: The proposed special use complies with all other applicable regulations subject to compliance with the conditions in the sample motion provided in this report.

- 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.

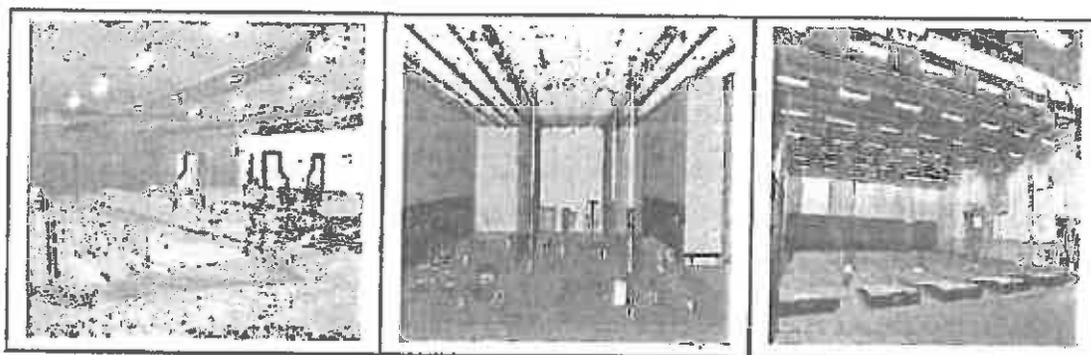
Applicant: They have not and there has not been a previous denial.

Staff: A special use has not been requested on this site in the last year.

Exhibit B
Plan Documents

WILLOWBROOK BASEBALL/SOFTBALL

DECEMBER, 2015



LINE DRIVE USA

SAM ZAGORAC

Sam Zagorac is the owner and lead instructor of Zagorac Baseball. Sam is a former collegiate player who began his coaching career in 1996, spending the first 8 years working alongside and under the tutelage of John Mallee. John, who is the new hitting coach of the Chicago Cubs, is widely viewed as one of the top hitting Instructors in the country. Along with spending years working under John, Sam has also had the opportunity to work minor league Spring Training camp with the Florida Marlins and has spent the 2011-2013 springs in Glendale instructing at White Sox Spring Training.

Prior to beginning his own academy, Sam worked in the Chicago White Sox organization for 5 years and became the head instructor at the Bulls/Sox Academy in 2011. In addition, to his time with the Chicago White Sox and John Mallee, Sam was an assistant coach at Mount Carmel High School for 10 years.

Sam, an expert in the field of high-speed video analysis, along with his strong reputation as a great communicator and having an incredible understanding of the swing, has led many professional players to him in the past several years as well. Sam's teaching style has resulted in many of his players moving on to the collegiate level and several reaching their dreams of signing a professional contract.

Sam has given more than 25,000 private lessons and employs video analysis with each hitter he works with. He is also a frequent speaker on the coaching clinic tour.

WILLOWBROOK BASEBALL/SOFTBALL FACILITY

BUSINESS PLAN

EXECUTIVE SUMMARY

The sports facility will be a full-service, baseball/softball facility that will provide the very best training environment to both the serious athlete and the amateur enthusiast. The complex will include open training team space for multiple teams, but also include a state-of-the-art sports performance training center, vision training office, and an academic center.

MISSION STATEMENT

Our goal is to provide the very best environment for people of all ages and skill level to train and compete, while having fun and providing them the very best services available. The facility will cater to the increasing need of individualized skills training on a year-round basis.

OBJECTIVES

The main objectives for the Willowbrook Sports Facility are as follow:

1. Organize and develop various programs and market them effectively to all ages and skill level.
2. Offer the community and all surrounding communities a first-class facility that provides the very best services and programs available in the market.
3. Develop relationships with the Willowbrook/Burr Ridge school board and surrounding communities to create and develop school related field trips, encouraging health and nutrition. We believe we can play a major role in developing youth fitness programs.
4. Sponsor and/or support local community events through the park districts and other community based groups.

KEYS TO SUCCESS

1. **Marketing:** We must make this facility a common name in the Willowbrook community along with the entire western suburbs, promoting our services to each of our market segments.
2. **Atmosphere:** We need to create an unmatched "cool and fun" atmosphere in the facility through the use of first class equipment, playing and training surfaces, colors and big screen TVs; creating an environment that people will want to become part of (create and retain membership) and frequent our facility often.
3. **Professional Staff & Services:** By providing the users of the facility with the very best and most qualified staff and services, we will show genuine concern for their individual needs and allow them to feel confident that we can meet all of their sport, fitness and health needs.
4. **Options:** We feel that creating a facility that offers a wide variety of programs creates an environment that leaves users never being bored.

COMPANY OVERVIEW – OWNERSHIP

The sports facility will be privately owned and be a for-profit entity. The ownership will create a Limited Liability Corporation under the State of Illinois.

SERVICES

The facilities open layout will allow us to easily customize the arrangement of options for different events. We will aggressively pursue local business, regional and state level athletic competitions, along with serving the needs within the community in which we are based.

Professional Services

Academic Advisors
Sports Performance
College Recruitment

Sports Related Services

Baseball/Softball
Little Tyke Sports
Youth Flag Football

MARKET ANALYSIS SUMMARY

The market area is large and will continue to grow, especially in the areas of travel baseball/softball, and we feel that our facility will cater to the needs of these growing sports. Parents are looking to give their children an advantage over other children in organized sports activities. Group coaching is simply not enough to give children the proper skills required to play at an above average level. Private coaches and skill trainers are typically booked by eager parents looking for one-on-one training for their child. This facility will cater to the increasing need for this type of individualized skills training on a year-round basis.

Target Market Segments include:

1. Youth Sports Teams and Clubs
2. Individual Skill Training
3. Mom's and Tot's
4. Sports Performance
5. School Programs
6. Academic Programming

Marketing Strategy Summary

The marketing strategy for the Complex would be broken into two segments:

Peak Time: October thru April
Non-Peak Time: May thru September

PEAK TIME PLAN

Identification Strategy

The peak time will be the Complex's main source of revenue and a majority of the marketing strategy will be spent establishing relationships and programs based around the needs of the surrounding communities programs, travel programs and school districts. The following ten neighborhood associations have been identified as our major target group:

- | | |
|-----------------------------|---------------|
| 1) Willowbrook | 2) Burr Ridge |
| 3) Hinsdale | 4) LaGrange |
| 5) Clarendon Hills/Westmont | 6) Darien |
| 7) Elmhurst | 8) Lisle |
| 9) Willow Springs | 10) Woodridge |

Implementation Strategy

The implementation of the non-peak time marketing strategy will begin as soon as we have completed the identification process. The goal will be to offer the facility and it's flexibility to hold a number of different events, while pricing the facility at a very competitive rate. Events and programs held in the facility during non-peak time is a major value to the business bottom line. As stated before, our analysis and projections include very little from non-peak time events.

MANAGEMENT SUMMARY

The management team for the pre-development and development stages of the facility consists of the following:

Development Team

<i>Executive Director</i>	Sam Zagorac
<i>Project Attorney</i>	Daniel Kopp
<i>Real Estate Agent/Advisor</i>	Bryan Barus and Steve Chrastka

CONSTRUCTION SCHEDULE – (Estimate)

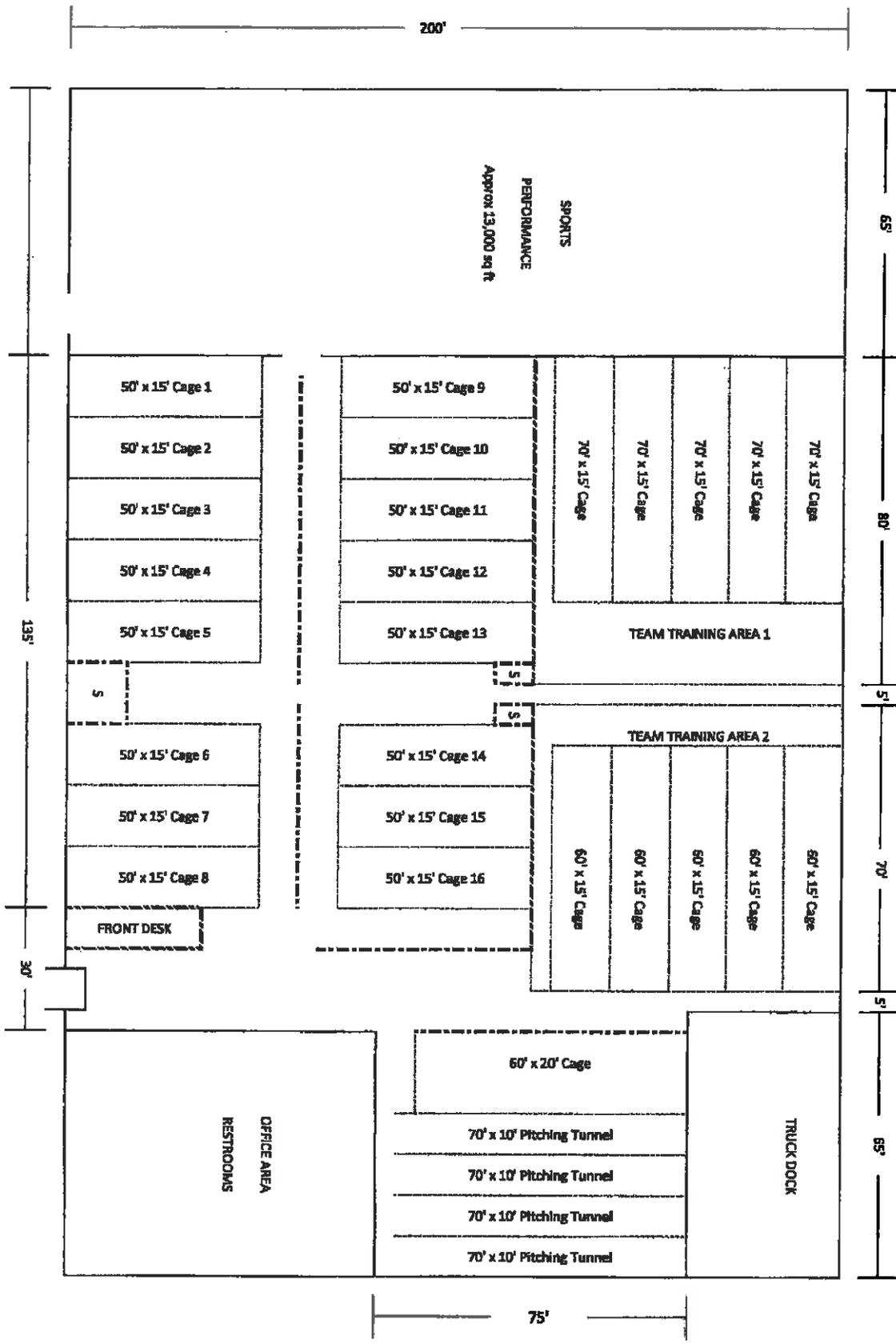
Pre-Development (April - July)

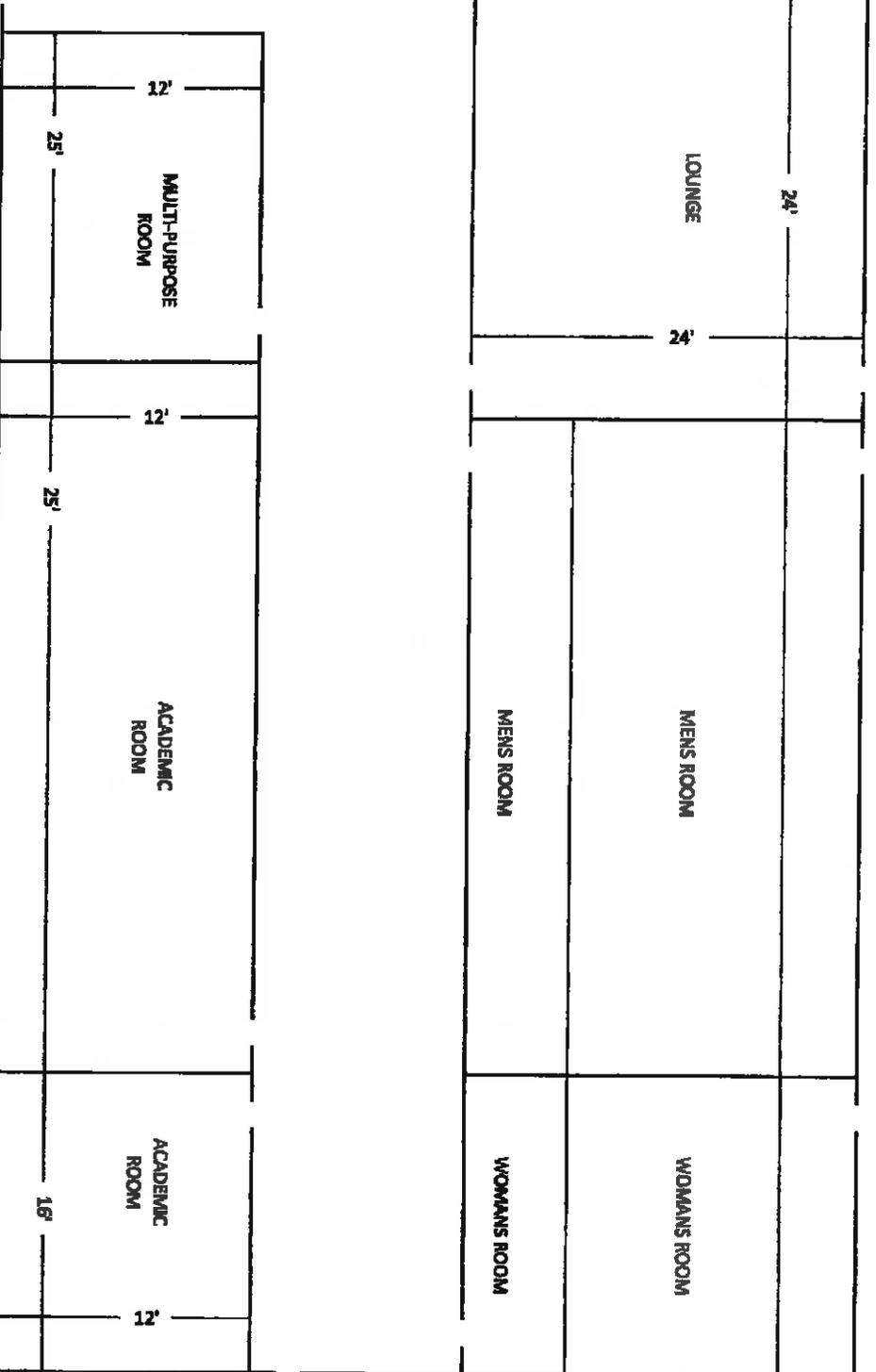
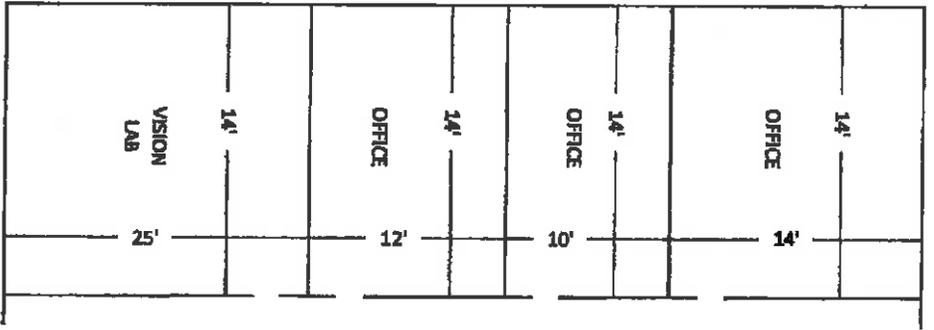
- Design
- Cost Estimating
- Operational Pro-Forma
- Site Assessment
 - o Zoning - Restrictions
- Site Control and Cost
 - o Lease - Long Term

Development – Construction (June - September)

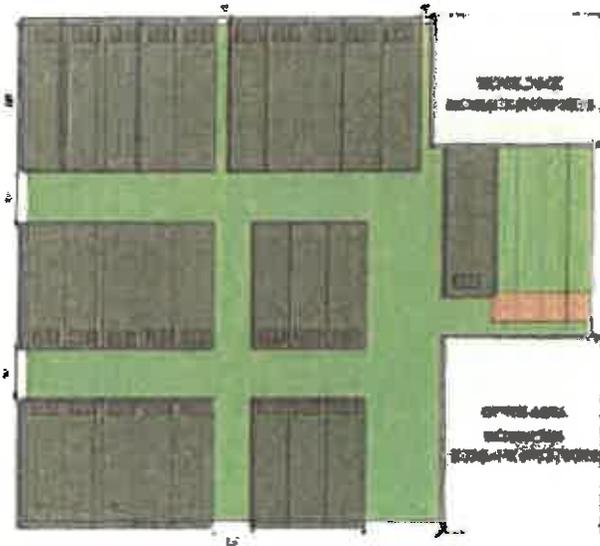
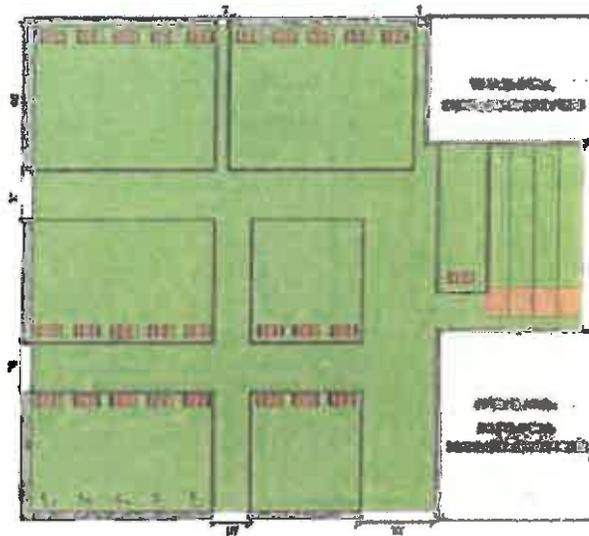
- Begin Construction - September, 2015
- Complete Construction - November, 2015
- Grand Opening – December 1, 2015

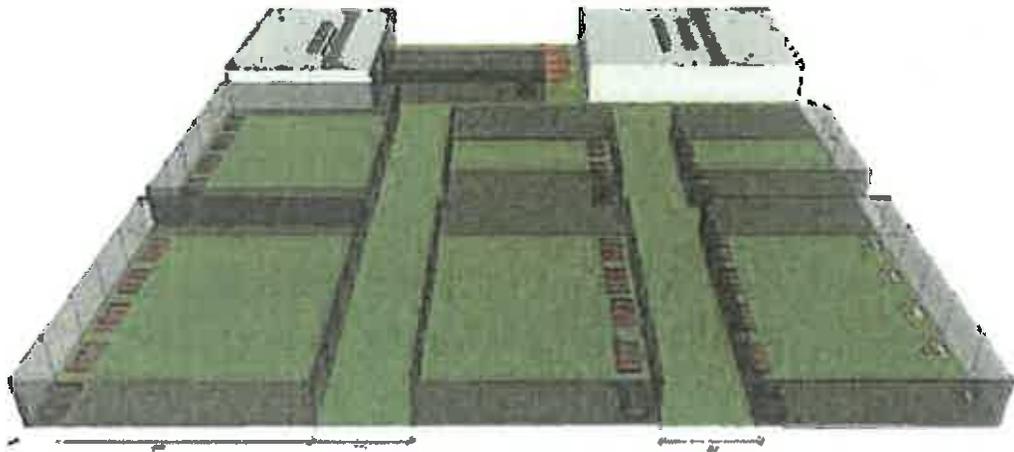
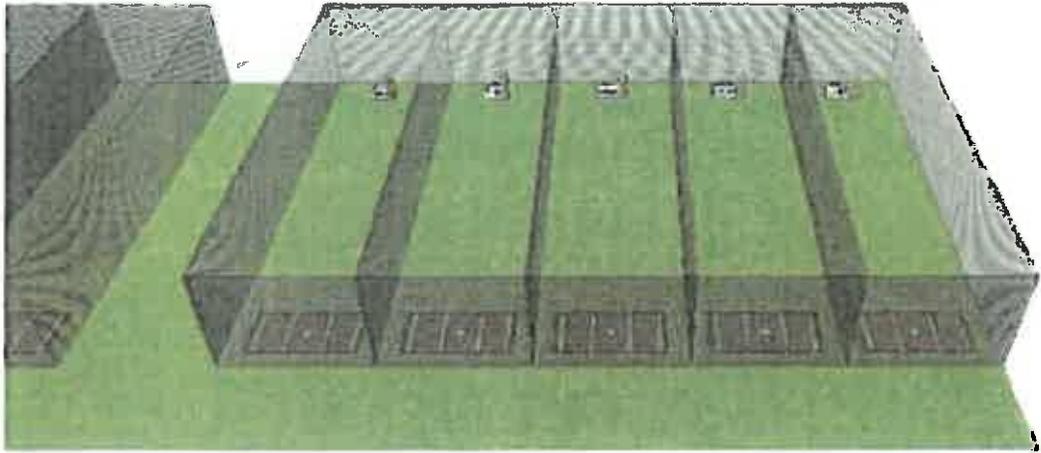
WILLOWBROOK BASEBALL/SOFTBALL FACILITY

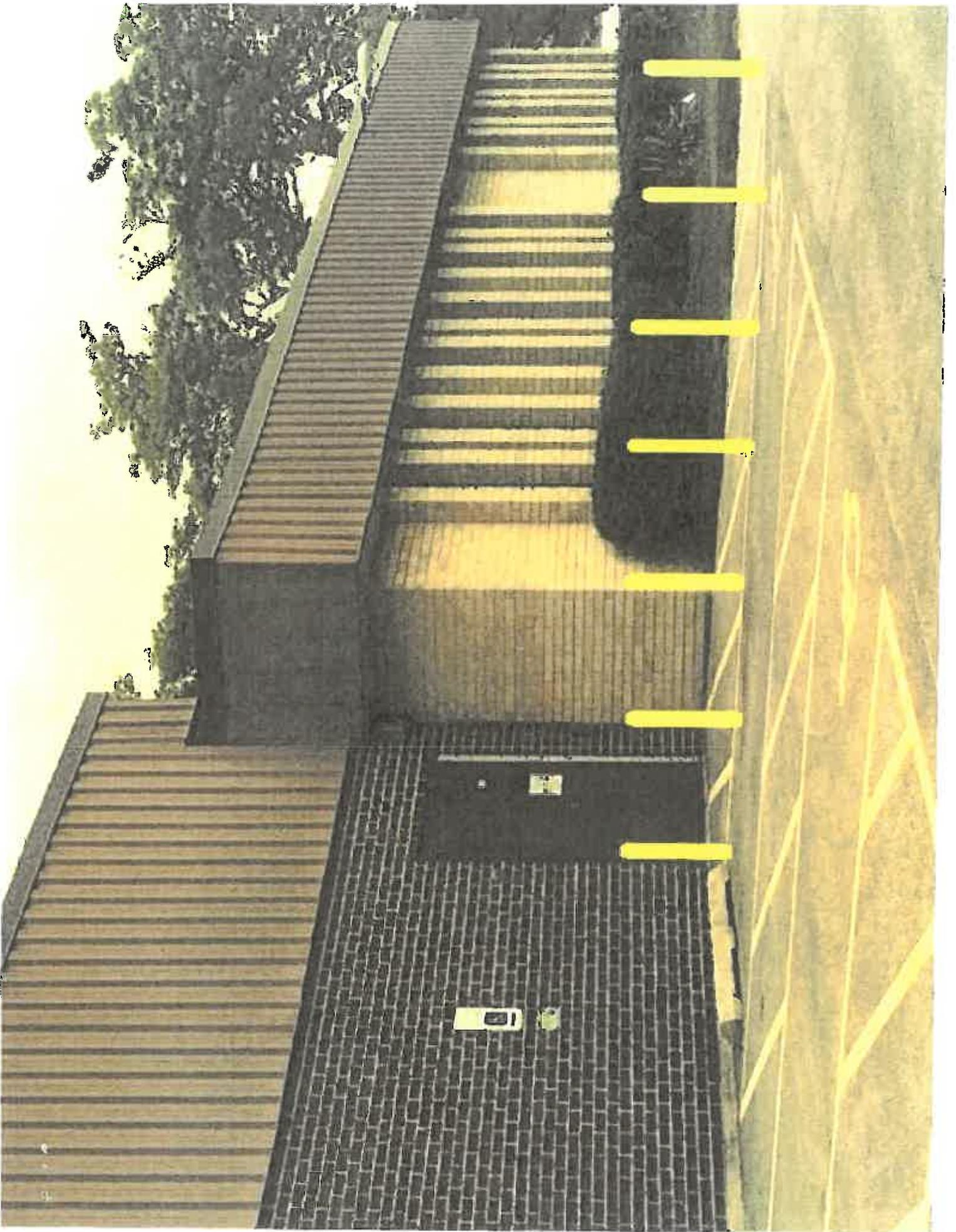


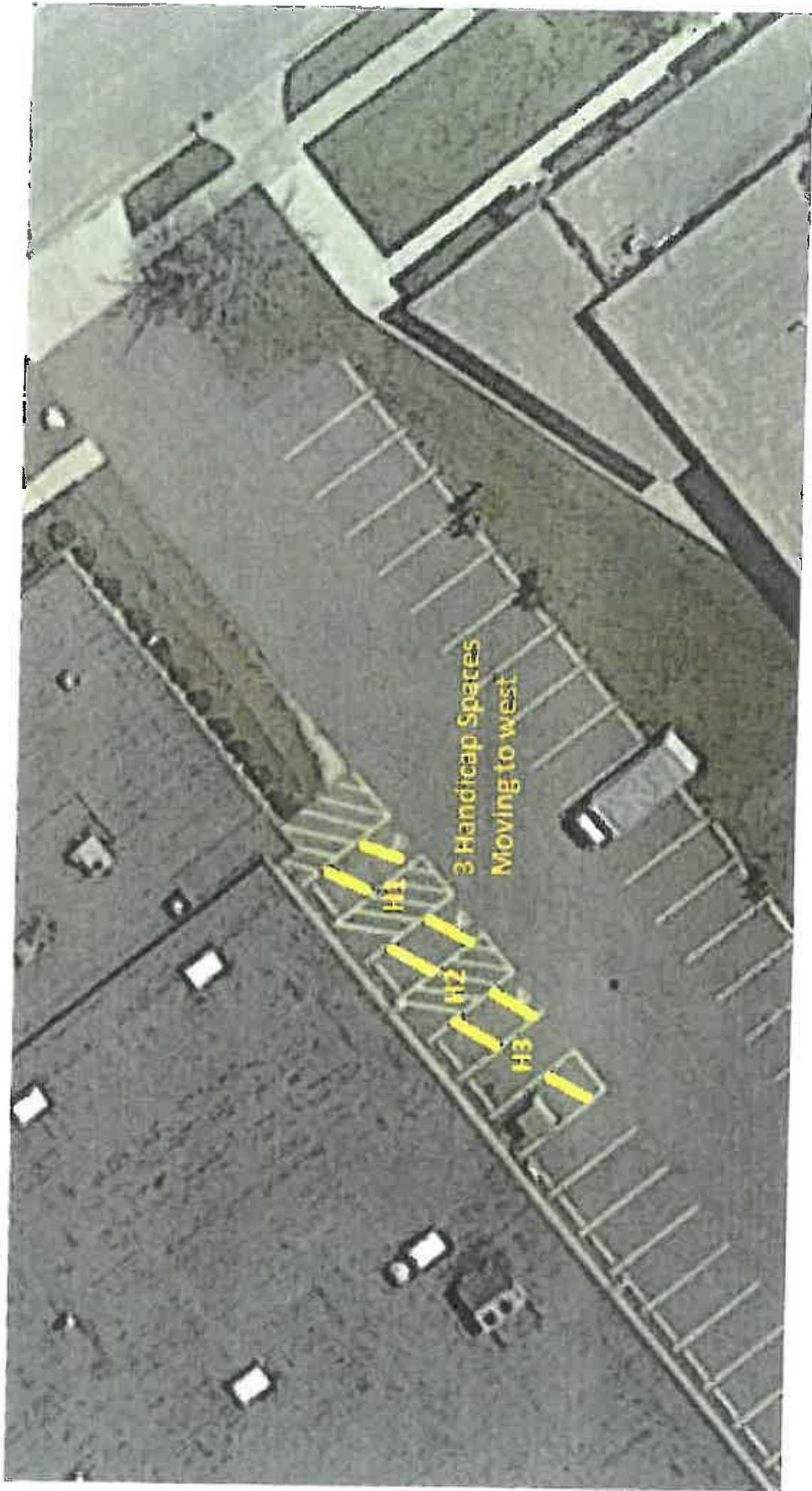


INTERIOR DRAWINGS/LAYOUT









3 Handicap Spaces
Moving to west

H1

H2

H3

PC 15-04:

7850 Quincy, Willowbrook Baseball/Softball Jo Ellen Charlton, Planning Consultant

Village Board Consideration: September 14, 2015

Plan Commission Hearing: August 5, 2015

Prepared By: Jo Ellen Charlton, Planning Consultant

Case Title: PC 15-04: 7850 Quincy, Willowbrook Baseball/Softball Facility

Petitioner: Sam Zagorac, 2929 Harvest Place, Darien, IL 60561

Action Requested by Applicant: Special Use approval for a Recreational Use in an M1 (subject to a Text Amendment pursuant to PC 15-03)

Location: West side of Quincy, between Midway and Joliet

Purpose: Accommodate a 60,000 square foot indoor softball/baseball training facility in an existing industrial building at 7850 Quincy.

Existing Zoning: M-1 Light Manufacturing

Proposed Zoning: M-1 with Special Use

Existing Land Use: Industrial building with multiple tenants accessing the northern third of the building. The southern 2/3rd of the building contains about 60,000 square foot space and is currently vacant.

Property Size: About 4 acres

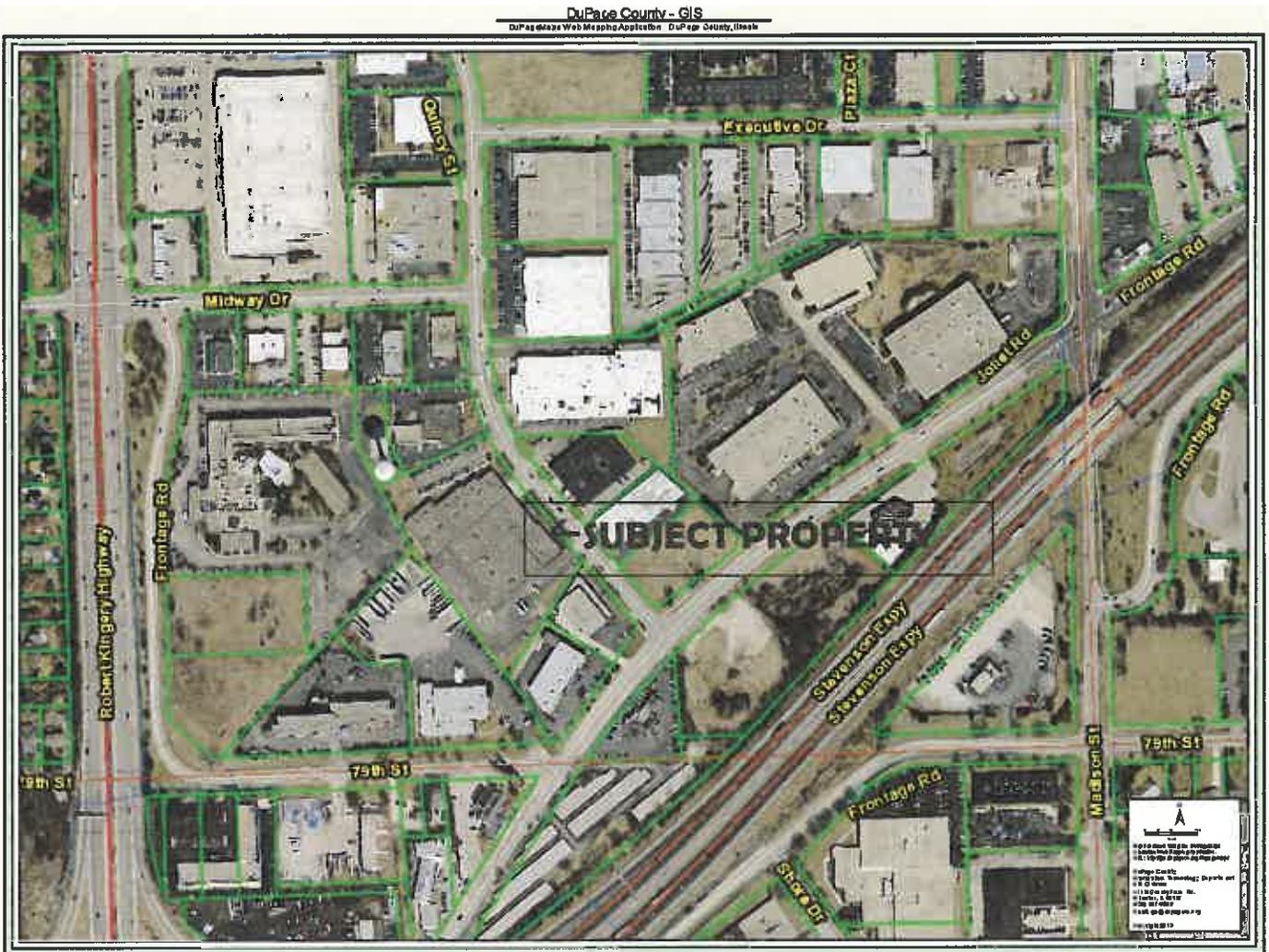
Surrounding Land Use:	<i>Use</i>	<i>Zoning</i>
	<i>North</i>	Willowbrook Police Department OR
	<i>South</i>	2 Industrial Properties M-1
	<i>East</i>	2 Industrial Properties M-1
	<i>West</i>	Industrial Property and Hotel M-1 and B-4

Documents Attached: Exhibit 1. Plat of Survey
Exhibit 2. Willowbrook Baseball/Softball December 2015 Packet
Exhibit 3. Standards for Special Use

Necessary Action by Plan Commission: Make a recommendation to Village Board. A sample motion is provided on Page 5 of this report.

Site Description:

The site is located on the west side of Quincy, between Midway and Joliet.



Development Proposal: The applicant, Sam Zagorac is currently the owner and lead instructor of Zagorac Baseball. He was a former collegiate player, and has devoted his professional life to working with both high school and professional organizations to improve players. He is an expert in the field of high-speed video analysis, has given more than 25,000 private lessons, and is a frequent speaker on the coaching clinic tour. He will be using this experience and his skills to own and operate a full-service baseball/softball facility for year-round indoor training in an existing building located at 7850 Quincy.

Staff Analysis:Use:

The property at 7850 Quincy is zoned M-1. A recreational use is not currently a listed permitted or special use in the M-1 zoning district, so this request includes a separate text amendment, which is the subject of PC 15-03, to add Recreational Uses as a special use in the M1 district. This separate case is also being considered at the same Zoning Board meeting on August 5, 2015. If the text amendment is recommended for approval, the Plan Commission can make a positive or negative recommendation on the special use based on its merits. If the text amendment associated with this case is not approved, the Plan Commission should make a recommendation to deny this case since the use is currently not listed as a special use.

Parking/ Access and Circulation:

The proposed use will occupy approximately 60,000 square feet in roughly the southern two thirds of an existing building, with access to a 60 space parking lot dedicated only to this use. The northern third of the building accommodates multiple tenants, who share 42 parking spaces on the north side of the building, also accessed from Quincy. The plat of survey attached as Exhibit 1 shown the building and parking lots on the north and south sides.

Parking for a recreational use is based upon the number of students and employees, with 1 parking space required for every 3 students, and 1 parking space required for every 2 employees. Exhibit 2 includes two pages that show the proposed interior layout for the business. The applicant estimates that 4 students can be accommodated in each cage/tunnel, or 104 students in 26 tunnels. The one cage and the "pitching tunnels" on the east side of the building (at the bottom of the page) are for one on one training, so there will only be 1 student in each of the 5 cage/tunnel areas there, for a total of 109 students. The 13,000 square foot "sports performance" area at the west end of the space will ultimately accommodate up to 20 students, for a total of 129 students, requiring 43 parking spaces. Up to ten employees can be easily accommodated and require 5 more parking spaces, for a total of 48 parking spaces required. There are currently 60 spaces in the lot on the south side of the building, with room to stripe up to 12 additional parking spaces if needs increase. Parking appears to be abundant with room to grow.

Dumpster: The existing site does not provide an enclosed dumpster area for garbage. With little to no garbage expected to be generated for this use, the applicant is proposing to store garbage within the dedicated loading dock area, with direct access to Quincy, and to roll it out and back in on garbage day. Staff is recommending a condition that requires the continued management of garbage in this manner, unless an outdoor area pursuant to the Zoning Ordinance is later added to the site.

Building Entrance:

The applicant is proposing its main entrance into the facility from an existing doorway on the south elevation that will be modified with a new storefront door. This doorway is shown in the picture to the right. Note the grade leading to this door is at the same level of the grade for the parking lot and that the entrance shares the striped access aisle with the



adjoining accessible parking space, which is not allowed pursuant to State law. Staff originally asked that a raised curbed sidewalk area be added in this location to separate the entrance from the driving surface and provide a safer entrance area for young students to utilize. Given the elevation of the floor in this location, however, the grade cannot be raised with a sidewalk, so the applicant will be adding protective bollards around the area to make the area more secure from cars. This concept is shown on one of the pages in Exhibit 2. This will also require the restriping of the accessible parking spaces immediately west of this door, which is also shown in Exhibit 2.

Existing Loading Docks and Overhead Doors.

The existing building contains two loading docks at the west end, with overhead doors as shown in the picture to the right. For the time being, these doors will remain, however there are plans to replace the eastern most overhead door (on the right) with a storefront window. When this occurs, it is recommended that the window area be filled as necessary to create a consistent line with the lower edge of the vertical panel at the top of the building, and that a consistent color be utilized for that panel across that frontage.



Required Site Improvements:

As part of every special use, the Village evaluates sites to determine what, if any, site improvements are required to comply with the current ordinance. Generally, these improvements are “measured” to be reasonable given the extent of work required to accommodate the new use. Given that no parking lot expansion is required to serve the site, no upgrades to add curbs or improve the parking surface or striping is being recommended. The only landscape improvement to the site is a requirement to remove the dying ash tree at the entrance to the parking lot.

Drainage Swale Improvement:

An existing drainage swale on the west side of the building has become somewhat of a dumping ground and has been neglected. Staff is recommending that debris and the existing gravel be removed and that the area be re-graded and restored with sod to create positive drainage to inlets.

Signage:

No signage submittal was provided, so compliance with the existing code will be evaluated when requested by the applicant.

Special Use:

The Willowbrook Zoning Ordinance requires special uses to meet certain standards. These standards are enumerated in Exhibit 3, along with a discussion of how the project meets each standard.

Plan Commission Public Hearing and Recommendation:

This case was originally noticed for the August 5, 2015 meeting, however staff learned on August 3rd that there would not be a quorum of the Plan Commissioners attending that meeting. A new hearing was noticed for September 26, 2015, where the following members were in attendance:

Chairman Kopp, Vice Chairman Wagner, and Commissioners Kaucky, Remkus, Ruffalo, and Soukup. Commissioner Lacayo was absent. Chairman Kopp recused himself from this discussion citing a conflict due to the fact that he represents this applicant.

The applicant provided a description of the request and staff provided an overview of the staff report.

The Plan Commission heard testimony from Brian Gedvilas, Director of Leasing for the property owner, who testified that as long as he's been there, the swale on the west side of the building has never been anything other than gravel and that while the owner did not object to "cleaning debris from the area", they did not wish to replace the stone with grass. The Plan Commission mostly agreed with that request but wanted to make sure that debris would be cleared and that the Village Engineer be asked to confirm proper functioning and drainage of the swale. There was discussion about modifying the condition noted in the staff recommendation to provide for this analysis, but to not require the area to be seeded or sodded.

No were no other comments or questions from any public member in attendance.

With no further questions or discussion, the following motion by Kauky was seconded by Remkus and approved by the roll call vote indicated:

Based on the submitted petition and testimony provided, 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 15-04 for the July 5, 2015 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a recreational use in the space at 7850 Quincy subject to the following conditions:

- 1. Signed and sealed engineering plans shall be submitted for review and approval showing the following improvements on the property prior to the issuance of any construction permits:**
 - a. The removal of existing debris in the drainage swale on the west side of the building, and an evaluation of the area by the Village Engineer to ensure positive flow to the inlets.**
 - b. Details and installation of protective bollards around the proposed south entrance door.**
 - c. Restriping and signage details for the accessible parking spaces west of the new entrance door.**
 - d. Removal of the dying ash tree on the south side of the south driveway entrance.**
- 2. Site improvements from approved engineering plans must be completed prior to occupancy.**
- 3. Garbage for this use may not be located anywhere outside the building enclosure at any time, except for the time when being serviced from the Quincy loading dock area unless a code compliant masonry dumpster is constructed on site pursuant to a properly issued building permit.**

PC 15-04:

7850 Quincy, Willowbrook Baseball/Softball Jo Ellen Charlton, Planning Consultant

- 4. Future modifications to any overhead doors shall be subject to review and approval by the Village Administrator of an elevation plan to ensure consistent horizontal lines are maintained between the upper panels and lower brick and that upper panels are a consistent color.**

Remkus:	Yes;	Soukup:	Yes;	Kaucky:	Yes;	Ruffolo:	Yes;
Wagner:	Yes;	Kopp:	Recused;	Lacayo:	Absent		

Staff Recommendation:

As a follow-up to the Plan Commission’s recommendation with regard to the swale, staff has asked the Village Engineer to evaluate the swale and advise staff whether it is operating as designed and/or what is required to correct it so that it will operate as designed. Any necessary work or required improvements will be accomplished through communication with the property owner and/or utilizing code enforcement procedures if necessary.

Staff otherwise concurs with the Plan Commission’s recommendation and recommends the Village Board approve the attached ordinance.

Given that the original hearing date needed to be rescheduled from August 5th to August 26th due to a lack of a quorum of the Plan Commission, the receiving of the Plan Commission’s recommendation and consideration of the ordinances is being forwarded to the Village Board in one meeting in order to help this applicant stay better on schedule with the original timeline.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL ARCHITECTURAL SERVICES – 7760 QUINCY STREET (VILLAGE POLICE STATION BUILDING) RENOVATION PROJECT – WILLIAMS ARCHITECTS

AGENDA NO. 8

AGENDA DATE: 9/14/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES on September 14, 2015 NO N/A

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

Phase II of the Village Master Facilities Plan includes the renovation of the 7760 Quincy Street building to serve entirely as the Village police station. This project will also include a sally port addition on the south side of the existing building, along with site alteration work. The civil engineering portion of the Phase II work will be completed by Christopher B. Burke Engineering, Ltd. The remainder of the work will be completed by the project architect, Williams Architects.

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

A proposal for architectural services to complete the Phase II work was submitted by Williams Architects. The proposal was reviewed by Chairman Mistele, Administrator Halik, and Attorney Tom Bastian. A full itemization of services is included within the agreement, but generally includes:

- 1) Basic Service: The preparation of full project construction documents, based upon the conceptual design approved by the Village Board on February 23, 2015.
- 2) The preparation of all documents necessary to complete the public bidding of the project.
- 3) Attendance at meetings between the Village, civil engineer and others to coordinate the civil plan into the bidding documents.
- 4) Construction administration of the project once the Board awards a contract to the lowest qualified bidder.
- 5) Interior Design Services (\$22,000)

The Williams Architect proposal includes the completion of items 1 - 4 above for a fee of 8.5% of the final construction cost of the project. At an estimated \$2 M project cost, and excluding site work from the fee calculation, the fee would calculate to \$153,000. An item 5 above, which is deemed necessary to the project, would be completed by Williams for an additional fee of \$22,000. Therefore, the overall architectural fee for this project would be \$175,000 (8.75% of the project construction budget). Funds for this item would be expended from the FY 2015/16 L.A.F.E.R. Fund budget, which were obtained from the bond sale which occurred in April of this year.

ACTION PROPOSED: Adopt Resolution.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A
PROPOSAL FOR PROFESSIONAL ARCHITECTURAL SERVICES – 7760 QUINCY
STREET (VILLAGE POLICE STATION BUILDING) RENOVATION PROJECT –
WILLIAMS ARCHITECTS

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the “Village”) it is advisable, necessary and in the best interest of the Village that the Village contract for professional architectural services in connection with design and bidding document preparation for Phase II (Village Police Station Renovation) of the Village Master Facilities Plan; and,

WHEREAS, in the opinion of a majority of the corporate authorities of the Village it is necessary, advisable and in the public interest to enter into a Professional Services Agreement with Williams Architects to provide design and bidding document preparation for the project; and

WHEREAS, the Village has a prior satisfactory relationship with Williams Architects with respect to design and bidding document preparation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that certain Professional Services Agreement by and between the Village of Willowbrook and Williams Architects is hereby approved in substantially the same form as attached hereto together with amendments, all attached hereto as Exhibit “A”.

BE IT FURTHER RESOLVED that the Mayor be and the same is hereby authorized to execute the final agreement on behalf of the Village of Willowbrook upon approval of the final agreement by the Village Attorney, and the Village Clerk is directed to attest to said signature of the mayor.

ADOPTED and APPROVED this 14th day of September 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AIA Document B141 – 1997 Part 1
Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION**
- 1.2 RESPONSIBILITIES OF THE PARTIES**
- 1.3 TERMS AND CONDITIONS**
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**
- 1.5 COMPENSATION**

AGREEMENT made as of the 14th day of September in the year Two Thousand Fifteen (2015)
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

and the Architect:
(Name, address and other information)

Williams Architects, Ltd
500 Park Boulevard, Suite 800
Itasca, Illinois 60143

For the following Project: No. 2014-052
(Include detailed description of Project)

Design of renovations and addition to the Village owned building at 7760 South Quincy Street, Willowbrook, IL 60527 into the Village Police Department Facility

The Owner and Architect agree as follows:



ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

The Village Board approved Planning Study dated 23 February 2015 provided by Williams Architects (see attached Exhibit A).

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

Renovation and addition to the existing building located at 7760 South Quincy Street into the Village Police Department Facility

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Existing building is approximately 12,878 SF

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Based upon the Williams Architects' Planning Study that was approved at the 23 February 2015 Village Board meeting

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Owner to provide site information

§ 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: **In the range of \$2,410,823 to 3,003,774**
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: **See Planning Project Budget dated 17 February 2015**

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

The Architect agrees to the following duration for their work

Task/Phase	Duration
Project Start-Up	1 Week
Schematic Design	6 Weeks
Cost Estimate	2 Weeks
Owner Approval	T.B.D
Design Development	8 Weeks
Cost Estimate	3 Weeks
Owner Approval	T.B.D
Construction Documents	12 Weeks
Quality Assurance & Cost Estimate	3 Weeks
Owner Approval	T.B.D
Bidding	3 Weeks

Contracts / Approval 3 Weeks
Estimated 2 phase Construction 44 Weeks

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

This contract is based upon using a General Contractor with an early bid release for demolition and then one set of bidding documents and two construction phases

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Tim Halik
Village Administrator

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Owner to designate

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

- a. Civil Engineering and wetlands consulting: Buke Engineering
- b. Phone and Computer Systems and Low Voltage Wiring: Owner to designate
- c. A/V Systems: Owner to designate
- d. Environmental Consulting and Testing: Owner to designate
- e. Site Surveying: Owner to designate
- f. Soil Testing: Owner to designate
- g. Materials Testing: Owner to designate
- h. Constructor: To be determined
- i. Landscape Design: Owner to designate
- j. Furniture & Signage Design: Owner to designate

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Mark S. Bushhouse
Scott Lange
500 Park Boulevard, Suite 800
Itasca, Illinois 60143

§ 1.1.3.5 The consultants retained at the Architect's expense and in the opinion of the Architects have the capacity and expertise to perform their respective functions with respect to this project and are:
(List discipline and, if known, identify them by name and address.)

Interior Design: Williams Interiors
Structural Engineer: Johnson Wilbur Adams or W-T Engineering
Mechanical Engineer: W-T Engineering
Electrical Engineer: W-T Engineering

Plumbing Engineer: W-T Engineering
Fire Suppression Engineer: W-T Engineering

§ 1.1.4 Other important initial information is:

Owner is responsible to oversee the Owner's Consultants and to coordinate their work with that of the Architect.

All Owner / Architect meetings to be held at the offices of the Architect, except for Board meetings and construction phase site meetings between Owner / Architect and Contractors, from the start of these services.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

The project will use the 2007 edition of the AIA 201 revised as mutually agreed and amended by the Owner and Architect

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project excluding change orders in excess of twenty-five hundred (\$2,500.00) dollars which shall be approved by the corporate authorities of the Owner. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish, coordinate in conjunction with Architect, and be responsible for the services of consultants other than those designated in Section 1.1.3.5 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports as may reasonably necessary when requested by the Architect and required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's and Constructor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. If the time limits are exceeded for reasons beyond the Architect's control, the Owner and the Architect shall agree to either extend the time allotted for the Architect's services, or adjust the compensation of the Architect.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. The Owner shall provide a list of any information to be considered confidential.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services current as of the commencement of Construction Documents. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Owner is responsible for project compliance to the zoning regulations unless the Owner retains the Architect to be in charge of the zoning submittal and approval process.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware or reasonably should have become aware of any errors, omissions or inconsistencies in such services or information. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware or reasonably should have become aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate General Contractor or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 All original work product created or developed hereunder including, but not limited to, the drawings, specifications, reports and renderings, models, electronic media and all such other documents prepared by Architect in connection with any or all of the services delivered to the Owner (the "Instruments of Service"), including the copyrights, is for the use of and shall be the exclusive property of the Owner upon full payment to Architect of all amounts due hereunder. All of Architect's Instruments of Service shall be a "work made for hire" as defined by the laws of the United States regarding copyrights. All such work product and Instruments of Service may, following full payment to Architect of all amounts due hereunder, be issued by Owner for informational purposes without additional compensation to the Architect. The Architect is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided

§ 1.3.2.2 Upon full payment to Architect of all amounts due hereunder, the Architect hereby irrevocably assigns and transfers to the Owner and its successors and assigns all of its right, title, interest and ownership in the Instruments of Service including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Architect grants permission to the Owner to register the copyright and other rights in the Instruments of Service in the Owner's name provided that Architect is identified or attribution to Architect is provided. The Architect shall give the Owner or any other person designated by the Owner assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Owner requests from time to time to further confirm this assignment. The Architect shall not use the Instruments of Service for the benefit of anyone other than the Owner, without the Owner's prior written permission. However, the owner recognizes that many of the details and design features are standard in the industry, and therefore, cannot be copyrighted by the architect, nor can the architect assign the copyrights for such work to the owner. Upon completion of the Architect's services or other termination of this Agreement, subject only to full payment to Architect of all amounts due hereunder, the Architect shall deliver to the Owner copies of any and all Instruments of Service. The Architect irrevocably and unconditionally waives all rights in all such Instruments of Service following full payment to Architect of all amounts due hereunder. The Architect warrants that all Instruments of Service will be original, except for standard details or other non-copyrightable material, or as otherwise agreed in writing with the Owner. The Owner acknowledges that the Instruments of Service are Project specific and are not intended for reuse on other project. In the event that the Owner uses the Instruments of Service for any purposes in connection with another project or for an addition, alteration or expansion of the Project without the involvement of the Architect, the Owner releases the Architect from any and all liability associated with such uses set forth herein, and the Owner shall defend, indemnify and hold harmless the Architect from any claims, damages, demands, suit, liabilities, losses and expenses, including reasonable attorney's fees, arising from such uses of the Instruments of Service without the involvement of the Architect.

§ 1.3.2.3 In the event that the Owner provides the Architect with materials, equipment or property of any kind in connection with Architect's services under this Agreement, all such materials, equipment and property shall remain the property of the Owner; and the Architect shall immediately deliver all such materials, equipment and property to the Owner at the conclusion of Services hereunder or at any earlier time upon demand by the Owner.

§ 1.3.2.4 ~~Prior to the Architect In providing to the Owner or any Contractor, any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall agree to the following: The documents in electronic file format will be provided to the Owner. upon request. The information is proprietary in nature, and may only be utilized for the current project. All drawing information contained herein, but not limited to blocks, symbol libraries, details, etc. may not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of the originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instrument of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data. by separate written agreement set forth the specific conditions governing the format of~~

such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service, and as indicated in 1.2.3.6 and 1.4.2.5 contained herein;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto except for the three (3) such meetings included;
- .7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~arbitration~~ or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by ~~arbitration~~ litigation.

~~§ 1.3.4.2 The Owner and Architect shall may endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the Chicago Office of JAMS/Endispute American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the Chicago Office of JAMS/Endispute American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.~~

§1.3.4.2 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within five (5) days after service of this notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

~~§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§1.3.4.3 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. If possible, subject to the schedules of the mediator and the parties, the third party shall meet to hear the dispute within ten (10) days of his/her selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

§1.3.4.4 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

§1.3.4.5 Any third party mediator designated to serve in accordance with the provisions of this agreement shall be disinterested, shall be qualified to evaluate the performance of both parties, and shall be familiar with the design and construction process.

§1.3.4.6 The procedure outlined in this Paragraph is an “informal” process aimed at resolving disputes between the parties to the Agreement as expeditiously as possible. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

§1.3.4.7 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 30 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§1.3.4.8 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§1.3.4.9 If the parties do not resolve a dispute through mediation pursuant to this §1.3.4, the method of binding dispute resolution shall be the following:

[x] Litigation in the Circuit Court of DuPage County, Illinois

§ 1.3.5 ARBITRATION

~~**§ 1.3.5.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.~~

~~**§ 1.3.5.2** Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

~~**§ 1.3.5.3** A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~**§ 1.3.5.4** No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not~~

~~named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

~~§ 1.3.7.1 This Agreement shall be governed by the law of the State of Illinois. DuPage Co., IL principal place of business of the Architect, unless otherwise provided in Section 1.4.2.~~

~~§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement and as modified by the Owner, however, any changes that would materially affect the Architect's Services must be approved by the Architect. as mutually agreed by both parties.~~

~~§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.~~

~~§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement as modified as mutually agreed by both parties. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

~~§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.~~

~~§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at any of the Project sites. Owner hereby indemnifies, holds harmless the Architect and the Architect's consultants from any responsibility for hazardous materials or toxic substances.~~

~~§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner will, where practical, ~~shall~~ provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

~~§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.~~

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§1.3.8.1 Suspension of Services. The Owner may, at any time, by written notice to the Architect (Suspension of Services Notice) require the Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such notice, the Architect shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such notice. The Owner shall pay the Architect for the services performed by the Architect plus any reimbursable expenses then due up to the date of receipt of the Suspension of Services Notice. The Architect may suspend its services if the Owner fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) provided, however, that the Architect notifies the Owner in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed suspension date and provided further that the Owner shall have the right to cure any default within said notification period.

~~§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven (7) days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services, and in addition to all the rights indicated in 1.3.2, the Architect can withhold all documents without liability until the Architect has been paid all sums due. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses as included in this agreement incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§1.3.8.2 Termination for Convenience. The Owner may terminate this Agreement on fifteen (15) calendar days' written notice to the Architect for the best interest of the Owner. The Architect shall deliver to the Owner all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the Architect in the performance of services under this Agreement, whether complete or in progress. The Architect shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs.

~~§ 1.3.8.2 If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses as included in this agreement incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§1.3.8.3 Termination for Funding. The Owner's obligations hereunder shall cease immediately, without further payment being required, in any year for which the corporate authorities of the Owner or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Owner shall give the Architect notice of such termination for funding as soon as practicable after the Owner becomes aware of the failure of funding. The Architect shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs.

~~§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.~~

§1.3.8.4 Termination for Cause.

A. If the Architect fails to perform any of its obligations under this Agreement, the Owner may, after fourteen (14) calendar days' written notice during which period the Architect fails to perform such obligations, terminate the Agreement. This Agreement may additionally be terminated by the Owner upon written notice to the Architect, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

1. If the Architect commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Architect takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

2. If a petition is filed against the Architect under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Architect under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

3. If the Architect makes a general assignment for the benefit of creditors;

4. If a trustee, receiver, custodian or agent of the Architect is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Architect is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Architect's creditors;

5. If the Architect admits in writing an inability to pay its debts generally as they become due.

B. The termination shall be without prejudice to any other remedy the Owner may have. The Owner reserves the right to recoup any or all previous payments and the cost of correcting deficiencies in the Architect's services and the cost of additional Architect services made necessary by such failure to perform. If the Owner's expenses in completing the Agreement exceed the unpaid balance or the Agreement sum, the Architect shall pay the difference to the Owner in accordance with applicable law.

C. This Agreement may be terminated by the Architect if the Owner fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), or other material breach of the owner's responsibilities as indicated herein provided, however, that the Architect notifies the Owner in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed termination date and provided further that the Owner shall have the right to cure any default within said notification period.

~~§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

§1.3.8.5 Termination Rights.

A. Upon the Owner's termination, the Architect shall deliver to the Owner, copies of partially completed drawings, specifications, partial and completed estimates, reports and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the Owner. The Owner may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the Architect.

B. Should the Owner terminate the Architect after bidding and prior to completion of the project, the Owner shall not waive any claim it may have as a result of errors or omissions, except that the terminated Architect shall not be liable for any changes or other failures to properly implement the design to the documents made by another Architect contracted by the Owner to complete the project.

~~§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

§1.3.8.6 Contract Ending Date. The Agreement shall terminate on the contract ending date as shown on Appendix C. Changes to the contract ending date will be done by written modification duly executed by the contracting parties.

~~§ 1.3.8.6 In the event the Village terminates the agreement termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7. Termination expenses shall not occur if the Owner terminates this Agreement at the conclusion of the Schematic Design Phase.~~

~~§ 1.3.8.7 Termination Expenses are in addition to compensation for the services provided up to the date of termination of the Agreement and include 8% of the remaining unpaid Basic Services fees, expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 1.3.9 PAYMENTS TO THE ARCHITECT

~~§ 1.3.9.1 Payments on account of~~ Invoices for the services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable. ~~Final payment to Architect is due within sixty (60) days after substantial completion.~~

§1.3.9.1.1. Withholding of Payments. Notwithstanding anything to the contrary herein contained, the Owner may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this Agreement.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- ~~.1~~ transportation in connection with the Project, authorized out-of-town travel and subsistence, ~~and electronic communications;~~
- ~~.2~~ fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.3~~ reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- ~~.4~~ renderings, models and mock-ups requested by the Owner; beyond the three (3) renderings included
- ~~.5~~ expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- ~~.6~~ reimbursable expenses as designated in Section 1.5.5;
- ~~.7~~ other similar direct Project-related expenditures with prior Owner written approval.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates ~~or a multiple of Direct Personnel Expense~~ shall be available delivered to the Owner or the Owner's authorized representative ~~at mutually convenient times~~ with the invoices.

~~§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.~~

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997. (This document.)

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration (Article 2), AIA Document B141-1997 attached. or as follows:

(List other documents, if any, delineating Architect's scope of services.)

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

The provisions contained herein take precedent over any other provisions stated in this B141 (1997 Edition) AIA Contract which are in conflict with the following:

1.4.2.1 Action on Submittals

The Architect's obligations under Paragraph 2.6.4.1 are conditioned upon the prior review and approval of Shop Drawings, Product Data, and samples by the Contractor as required by Paragraph 3.12.5 of the 1997 Edition of the General Conditions of the Contract for Construction published by the American Institute of Architects.

1.4.2.2 Limited Liability of a Corporation

The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer, or of the employee by the Architect, in execution or performance of this Agreement shall be made against the Corporation, and not against such director, officer or employee.

1.4.2.3 Insurance Requirements

.1 General. The Architect shall purchase and maintain insurance coverage as set forth herein for the life of the Agreement. The Owner shall exercise sole discretion to determine the acceptability of the Architect's insurance carriers as of the time of contract execution. Any rejection of the Architect's insurance carriers shall be communicated by the Owner to the Architect before the time of Agreement execution. Subsequent to execution, if the Owner requires the Architect to change carriers due to an erroneous acceptability determination, the additional cost of the change shall be borne by the Owner.

.2 Architect's Duty to Maintain Insurance. The Architect shall have the duty to confirm that the terms of all insurance comply with the Agreement. No action or failure to act on the part of the Owner shall constitute a waiver of any requirement.

.3 Failure to Maintain. It shall constitute a material breach of the Agreement if the Architect does not maintain the insurance required by this Agreement. If the Owner determines at any time that the Architect's insurance does not meet the requirements set forth herein, the Owner shall provide prompt notice to the Architect and, in its sole discretion, may take measures to protect itself and the public from the effect of the Architect's breach.

.4 Evidence of Insurance.

A. The Architect shall file with the Owner evidence of complete coverage of all insurance required with the original signature of the insurance company's authorized agent. Electronic copies will be accepted:

1. A binder or certificate of insurance.

B. The Agreement will not be executed until acceptable evidence of coverage is on file with the Owner. The Architect shall, at its own expense and delay, cease performance of services if the insurance required is terminated or reduced below the required amounts of coverage. The Owner may stop payment to the Architect if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of the Owner to receive policies or certificates or to demand receipt be construed as a waiver of the Architect's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

C. Other than Worker's Compensation and Professional Liability policies, the Owner, its officials and employees shall be covered as additional named insureds for occurrences arising, in whole or part, out of the work and operations performed.

.5 General Liability Insurance Requirements.

A. Comprehensive Automobile Liability.

1. Required minimum insurance coverages. The policy shall cover owned, non-owned and hired vehicles. Coverage shall be at least as broad as Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; or ISO form number CA 0001 (Ed. 12/90);

- a. \$ 500,000 Bodily Injury Per Person
- b. \$1,000,000 Bodily Injury Per Occurrence
- c. \$ 500,000 Property Damage Per Occurrence
- d. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

B. **Commercial General Liability.** Include coverage for premises and operations, broad form property damage, products completed operations, and independent contractor's personal injury liability. Coverage shall not be excluded because of the Architect's negligence. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85).

1. The general aggregate limit shall be endorsed on a per project basis.

- a. \$1,000,000 Bodily Injury Per Person
- b. \$2,000,000 Bodily Injury Aggregate Limit
- c. \$ 500,000 Property Damage per Occurrence
- d. \$2,000,000 Property Damage Aggregate Limit
- e. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

C. **Umbrella or Excess of Loss Coverage.** If the limits specified in §1.4.2.3.5A and §1.4.2.3.5B are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

.6 Worker's Compensation Requirements.

A. Statutory Requirement. Worker's compensation shall be provided in accordance with the provisions of the Illinois Workers' Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Financial and Professional Regulation, Division of Insurance.

B. The Architect may use a Self-Insured Plan for Workers' Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Architect shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

C. Employers Liability

1. Each accident \$500,000
2. Disease-policy limit \$500,000
3. Disease-each employee \$500,000

D. The Owner may request that Architect's workers' compensation insurance carrier, or self-insurance service agency where applicable, certify that, to the best of its knowledge, the Architect has properly reported wage and workforce data and made premium payments in compliance with Illinois' rates and worker classifications.

.7 Professional Liability Insurance Requirements. Professional liability insurance shall cover the Architect against claims the Architect may become legally obligated to pay arising out of the performance of the Architect under the Agreement and caused by any negligent acts, errors or omissions of the Architect or of any person employed by the Architect, or any others for whom the Architect is liable. The Architect shall maintain a limit of liability no less than \$2,000,000. The limit amount of the insurance shall be on a per claim (and aggregate) basis.

.8 Deductibles and Self-Insured Retentions. Architect's professional liability may carry a deductible up to \$25,000 per claim. Any higher deductibles or self-insured retentions must be declared to and approved by the Owner.

.9 Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

A. Commercial General Liability and Automobile Liability Coverages.

1. The Architect's insurance coverage shall be primary insurance as respects the Owner, its officials and its employees. Any insurance or self-insurance maintained by the Owner, its officials or its employees shall be in excess of Architect's insurance and shall not contribute with it.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officials or its employees.
3. Coverage shall state that the Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

B. Worker's Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights or subrogation against the Owner, its officials and its employees for losses arising from services performed by the Architect for the Owner.

C. **All Coverages.** The Architect shall provide written notice to the Owner if its coverage is suspended, voided, canceled, or reduced in limits by certified mail, return receipt requested.

D. **Acceptability of Insurers.** The insurance carrier used by the Architect shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois. The Architect shall furnish the Owner with certificates of insurance naming the Owner, its officials, and employees as additional insureds, and with original endorsements affecting coverage required by this clause as set forth above Section 4 (C). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any Services commence. The Owner reserves the right to request full, certified copies of the insurance policies.

~~The Architect shall maintain for the duration of this contract, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois-~~

~~Professional Liability (Errors & Omissions)-
\$2,000,000 per occurrence
\$2,000,000 Aggregate~~

~~Worker's Compensation and Employer's Liability-~~

~~Worker's Compensation — Statutory Limits~~

~~Employer's Liability~~

~~1) Each Incident — \$500,000
2) Disease — policy limit — \$500,000
3) Disease — each employee — \$500,000~~

~~Commercial Automobile Liability-~~

~~Combined Automobile Liability — \$1,000,000~~

~~1.4.2.3.1 With respect to above insurance, the Owner shall~~

~~a. Be provided with thirty (30) days written notice of cancellation or non-renewal
b. Be provided with Certificates of Insurance evidencing the above required insurance prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.~~

1.4.2.4 Contractor's Obligation to Insure for Bodily Injury Claims

Owner will also require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

1.4.2.5 Responsible for Code Compliance

The Architect shall conform the Drawings and Specifications with the ADA and all applicable state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including building, occupancy and handicapped accessibility laws, requirements, regulations, and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of Owner's authorization to proceed with the Construction Documents. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If modifications to

the Drawings and Specifications are required because of an interpretation by the Code Authority which has not been previously given, or which if given was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service.

1.4.2.6 Standard of Care Disclaimer of Warranties

The Owner and Architect have agreed that the Owner has an expectation that the specifications, reports and any other documents prepared by Architect in connection with any or all of the Services delivered to the Owner pursuant to this Agreement, (the "Instruments of Service"), should be reasonably error free, however because minor imperfections in the Instruments of Service prepared by the Architect are typical and expected from architects performing these types of services, it is agreed that minor imperfections shall not constitute a breach of this Agreement or a failure to comply with the applicable standard of care for architects for this Project. With respect to all imperfections, the parties further agree as follows:

- A. The Architect shall provide the associated design services to correct such imperfections in the Instruments of Service prepared by the Architect at no additional fee.
- B. Should there be additional costs of construction change orders as a result of the negligent errors or omissions in the Instruments of Service prepared by the Architect, then the Architect shall pay for the construction costs associated with work that is caused solely by the Architect and not others and is not betterment to the project and the Owner shall pay for the betterment. The Architect shall provide design services to correct the problem, review the costs and advise the Owner without any additional compensation from the Owner.
- C. For purposes of this section betterment is defined as the difference in costs associated with elements omitted from design or changes to the design and added later that an Owner would have paid for had the elements been included in the design at the time of bid. The betterment cost is the difference in cost for installing the elements when they were actually installed as compared to the cost of installing them if they were included in the bid documents

§1.4.2.6.1 The Architect shall exercise that professional skill and judgment that can be reasonably expected from other architects performing similar services to those required hereunder

§1.4.2.6.2 The Architect shall maintain without interruption the following insurance for the duration of this Agreement, except that professional liability coverage shall be maintained for four (4) years following the date of substantial completion of construction of the Project.

§1.4.2.6.3 Deleted.

§1.4.2.6.4 Obligations Survive. The obligations or duties imposed upon the Architect under this Agreement shall survive any termination or closeout of the Agreement.

§1.4.2.6.5 Indemnification. The Architect shall defend (if both the Owner and Architect are on the same side of the issue), indemnify, keep and hold save harmless, the Owner and its board members, officers, and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including reasonable attorneys' fees to the extent caused by a negligent act, error or omission or ~~wrongful~~ willful act of the Architect or any of its employees or agents arising out of or resulting from the performance of service under this Agreement, except to the extent caused by the negligence of the party seeking to be indemnified. If any judgment shall be rendered against the Owner, its board members, officers, or employees, in any such action, the Architect shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Architect to indemnify the Owner, its board members, officers, agents and employees for their own negligent or ~~wrongful~~ acts or omissions. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable. No inspection by the Owner, its employees or agents shall be deemed a waiver by the Owner of full compliance with the requirements of this Agreement. This indemnification shall not be limited by the required minimum insurance coverages provided in this Agreement.

~~Nothing contained in the Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner.~~

~~The Owner and Architect have agreed, that because minor imperfections in the documents prepared by the Architect is typical and expected from architects performing these type of services and to comply with article 1.2.1, upon the following-~~

~~a. That for all mutually and reasonably agreed upon construction change orders caused by imperfections in the documents prepared by the Architect that for Owner costs up to 2% of the total construction costs of this project, the Owner will pay for these additional construction costs without seeking any reimbursement from the Architect.~~

~~b. The Architect, however, shall provide the associated design services at no additional fee.~~

~~c. Should the additional costs of construction change orders as a result of imperfection in the documents prepared by the Architect exceed 2% of the total construction costs then the Architect shall pay for the construction costs associated with work that is not a betterment to the project, the Owner shall pay for the betterment and the Architect shall provide the associated design services without any additional compensation from the Owner.~~

1.4.2.7 Fast-Track

In order to minimize construction issues and change orders, the Architect's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. Owner understands that if construction or furnishings contracts are let prior to the completion of the final working drawings and specifications, there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. The Architect has no responsibility for these conditions. The Owner agrees that the Basic Services include one (1) set of construction documents and one (1) bidding / negotiation phase. Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service.

1.4.2.8 Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's work, shall be extended by the period of resulting delay.

1.4.2.9 Indemnity from Contractors Required in Construction Contract

The Owner will may endeavor to have the following clause inserted in the General or Supplemental Conditions of all Construction Contracts for the Project:

To the fullest extent permitted by law, Contractors shall waive all right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of

whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or the Architect or any of their agents or employees and consultants by any employee of any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

"Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner, (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions, (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents, and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

The obligations of the Contractors under this Agreement shall not extend to the liability of the Owner, and the Architect, their agents or employees, arising out of their negligence.

1.4.2.10 Indemnity for Deviation

If the Owner may chooses to act as its own General Contractor or may otherwise choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architect, its employees and consultants are required to bring an action to enforce the provisions of this indemnity Section 1.4.2.10, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

1.4.2.11 Hazardous Materials

The Owner and the Architect agree that the Architect shall have no duty pursuant to this Agreement

(1) To determine whether any hazardous or toxic substances (as those terms are defined within the meaning of any applicable statute or regulation) are presently stored or located on the project site or adjacent thereto, or
(2) To determine, within the meaning of any such statutes or regulations, whether any part of the project site or adjacent real estate, including the ground water, is presently contaminated. Further, if any such condition exists, the Architect is not hereby undertaking the obligation to remediate the same.

1.4.2.12 Construction General Conditions

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project

"In performing its obligations for the Owner, the Architect and ~~then~~ its consultants may recommend to the Owner to reject work performed for the Owner that may cause expense for the General Contractor or the subcontractors. However, General Contractor, the subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or

resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect/Engineer, its consultants, their agents and employees."

1.4.2.13 Builders Risk Insurance

The Owner shall require that the Architect, their consultants and employees to be named as additional named insureds under the Builders Risk Insurance purchased by the Contractor applicable to the Project.

1.4.2.14 Wetlands Design and Planning

No professional work for delineation, design, permitting or other wetlands associated services are included in the Basic Services.

1.4.2.15 Telephone, Computer, Station Alerting, A/V, and Other Special Systems

The Architect is not responsible for the design and coordination of the telephone, computer, multimedia and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm systems. The Architect shall include low voltage, conduit, electrical boxes and power where required as indicated by the Owner.

1.4.2.16 Public Board / Zoning Meetings, Submittals and Approvals

If the Owner requests assistance from the Architect as part of the zoning process, these services shall be considered an Additional Service.

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

- a. For the Basic Services of the Architect and the Structural, Mechanical, Electrical, Plumbing & Fire Suppression Engineering including Schematic Design, Design Development, Construction Documents, Bidding/Negotiations, and Construction Administration phases listed herein.

A lump sum calculated at 8.5% of the cost of the work, including all building construction costs, and the General Contractor's costs. For all alternates provided in the bidding documents, the Architect shall receive a lump sum fee calculated at 100% of the alternate bid amount (absolute value of the work designed). If the Owner does not accept the alternate, then the Architect's fee shall be calculated without the construction administration phase. For the project's building construction budget of \$1,800,000, this would equal \$153,000. Minimum fee to be \$145,000.00.

- b. Progress payments for Basic Services in each phase shall total the following percentages of the total of the above compensation:

Schematic Design Phase	Ten Percent (10%)
Design Development Phase	Fourteen Percent (14%)
Construction Documents Phase	Forty-four Percent (44%)
Bidding and Negotiations Phase	Four Percent (4%)
Construction Administration Phase	Twenty-eight Percent (28%)
Total for all Phases	One Hundred Percent (100%)

- c. Architect shall provide square foot based estimates for Schematic Design, Design Development and Construction Documents phases as a part of basic services. Owner understands that the Architect will not be providing detailed cost estimating based upon unit take-offs.

- d. Interiors: Interior design, including selection of all the interior materials' finishes, colors and patterns is a lump sum of Twenty-Two Thousand Dollars (\$22,000.00).

~~e Furniture~~

~~1 Inventory of existing Village Hall furniture (not including Police)~~

~~Owner may inventory existing furniture and submit in a format acceptable to Architect or Williams Interiors can provide the inventory services for a lump sum of \$2,500.00~~

~~2 Furniture Design~~

~~Develop furniture plans and present furnishings that coordinate with the material selections, space plan and occupant needs. Create furniture specifications and documents for bid purposes, assist with bidding process, review furniture submittals and visit site two (2) times during furniture installation. Second visit to include punchlist.~~

~~Lump Sum Fee for Furniture Design Nineteen Thousand Dollars (\$19,000.00)~~

~~f Assist owner in their QBS process to prequalify a group of General Contractors. The Architect will assist the Owner in preparing the RFQ (with the Village's attorney) to solicit Qualifications Statements from interested General Contractors. Work with the Owner to evaluate, rank and select the group of General Contractors that would be allowed to bid on the Project. Advise the Owner as the Owner selects and negotiates with the chosen General Contractor.~~

~~Lump Sum Fee Three Thousand Five Hundred Dollars (\$3,500.00)~~

~~e Design of Alternate HVAC system in existing two floor zone of the building~~

~~Engineers to design bid alternate to replace existing electrical resistance heating with new boiler heated hot water system to provide perimeter radiant heating and any zone boxes~~

~~Lump Sum Fee for Design \$5,000.00~~

~~Lump Sum Fee for Construction Administration services if bid alternate accepted by the Village: \$1,500.00~~

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

Services to be provided on an hourly basis. The Architect's hourly rates, current as of the date of this contract, are listed below:

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
Marketing Coordinator	\$	149.00/Hour
Graphics 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

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and fifteen one-hundredths (1.15) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and fifteen one-hundredths (1.15) times the expenses incurred by the Architect, and the Architect's employees and consultants not to exceed 10% of the basic services fees, estimated at \$17,000.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

1. Photography
2. Miscellaneous materials used for the Instruments of Service

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 500/1 et seq) thirty (30) days from the date of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within thirty (30) months of the date hereof, through no fault of the Architect, any agreed upon extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

VILLAGE OF WILLOWBROOK

WILLIAMS ARCHITECTS, LTD.

(Signature)

(Signature)

Mark S. Bushhouse, AIA, LEED AP

(Printed name and title)

President / Managing Principal

(Printed name and title)

AIA Document B141 – 1997 Part 2
Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

and the Architect:
(Name, address and other information)

Williams Architects, Ltd
500 Park Boulevard, Suite 800
Itasca, Illinois 60143

For the following Project: No. 2014-052
(Include detailed description of Project)

Design of renovations and addition to the Village owned building at 7760 South Quincy Street, Willowbrook IL 60527 into the Village Police Department Facility

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES**
- 2.2 SUPPORTING SERVICES**
- 2.3 EVALUATION AND PLANNING SERVICES**
- 2.4 DESIGN SERVICES**
- 2.5 CONSTRUCTION PROCUREMENT SERVICES**
- 2.6 CONTRACT ADMINISTRATION SERVICES**
- 2.7 FACILITY OPERATION SERVICES**
- 2.8 SCHEDULE OF SERVICES**
- 2.9 MODIFICATIONS**

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue minutes of meetings with the Owner throughout the Master Planning, Schematic Design, Design Development, Construction Documents and Bidding Phase. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, in coordination with the Constructor and Owner a Project schedule that shall identify milestone dates for decisions required of the Owners, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction, and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 ~~Upon request of the Owner,~~ The Architect shall make a reasonable presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 2.1.6 The Architect shall assist the Owner and the Constructor in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Assistance shall be limited to the preparation of forms, submission drawings, specifications and other documents prepared by the Architect and the Architect's consultants and subcontractors for this Project (Instruments of Service), provision of interpretation and clarifications of Instruments of Service and forms, and monitoring and keeping Owner informed of the status of the review process. The Architect shall use its reasonable best efforts to assist the Owner to obtain necessary permits on a timely basis; however, the Architect does not represent or guarantee the time necessary to obtain permits.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly upon written approval of Owner.

§ 2.1.7.4 If bidding ~~or negotiation~~ has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, as an additional fee, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed to date whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 ~~The Owner shall furnish any information it may have program~~ The Architect shall furnish, with the Owner's input and with the Owner's mutual agreement, setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect will assist Owner in securing surveys, reports, and information needed for the Project and to be supplied by Owner under this Article.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect will assist the Owner in determining what tests, inspections and reports are required by law, necessary or should be obtained by Owner due to known circumstances and scope of the project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal ~~interior design Landscape Architecture~~ and structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on ~~the Village approved Master Plan~~ the mutually agreed upon program, schedule and budget for the cost of the work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, and preliminary colored building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. ~~The Architect shall prepare three (3) renderings of the exterior of the facility showing 3 different architectural themes for its appearance. These will be presented to the BOT and SNC for their review and selection.~~

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, building sections and elevations, typical construction details, and equipment

layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels. Colored site and floor plans to be included.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated Owner approved budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. Documents and services shall include the following:

1) Architect and Architect's Consultants shall provide detailed architectural and engineering drawings of the buildings, systems, and components designed by the Architect and Architect's Consultants.

2) The Project Manual shall include general and special conditions, as appropriate, and specifications.

3) The Construction Documents shall include all Drawings and Specifications required to obtain all permits and approvals necessary to complete the construction of the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may shall include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining competitive bids and shall assist the Owner in awarding and preparing contracts for construction.

~~§ 2.5.2 The General Contractor shall assist the Owner in establishing a list of prospective bidders or contractors.~~

§ 2.5.3 The Architect shall assist the Owner in bid validation and recommend the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to the selected, pre-qualified General Contractors. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.4.5 The Architect shall participate in a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 Unless otherwise directed by the Owner, the Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 ~~The~~ Except as otherwise provided in this Agreement, the Architect shall provide administration of the Contract between the Owner and the General Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction as may be amended by the Owner provided that no such amendment shall increase the obligations of the Architect hereunder without Architect's prior written consent to such amendment. ~~, current as of the date of this Agreement.~~ Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 ~~The~~ Except as otherwise provided in this Agreement, the Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the pre-construction meeting for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extends ~~60~~ 90 days after the date of Substantial Completion of the Work.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect. ~~with consent of the Contractor, which consent will not be unreasonably withheld.~~

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and ~~decide matters~~ make recommendations concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and ~~decisions~~ recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial recommendations ~~decisions~~, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial recommendations ~~decisions~~ on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. ~~However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site once every two (2) weeks for ten five (0510) months ~~at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the~~

~~Owner and the Architect in Article 2.8,~~ (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Architect shall promptly submit to Owner a written field report of the results of each visit to the site. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall report to the Owner in writing known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§2.6.2.2.1 Architect will use its reasonable efforts to cause Contractor to comply with all the requirements of the Contract Documents. Architect will use its reasonable efforts to require Contractor to correct any defective Work. If the Contractor fails to comply with the requirements of the Contract Documents, or refuses to correct defective Work, Architect will report such failure in writing to the Owner. The Architect shall report to the Owner in writing known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as directed by Owner or as may otherwise be provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect ~~shall have authority to advise and shall advise the Owner of~~ reject Work that does not conform to the Contract Documents, and shall make recommendations to the Owner whether to accept or reject such Work. Whenever the Architect considers it necessary or advisable, the Architect shall recommend ~~will have authority to the Owner that the Owner required~~ inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the General Contractor and Sub-Contractors and shall issue Certificates for Payment in such amounts. Architect shall not, however, forward such certifications to General Contractor unless and until Owner has concurred in writing therewith. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the General Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect shall not review the waivers.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.3.4 The Architect is not responsible to verify that payments are received by any contractor or supplier.

2.6.3.5 The Architect has included the review of six twelve (12 6) applications for payment. Any additional payment application reviews shall be considered an Additional Service.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review, but in no event shall this time shall not exceed be twelve (12) business days. Review Except to the extent same are not in conformity with the Contract Documents, review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner in writing, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor. The Architect's time to investigate, prepare documents, review the proposals and all other time associated with Change Orders is considered an Additional Service unless the change is a result of an error or omission by the Architect.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§2.6.5.5 Authority to authorize Work or approve changes which do not increase the Contract Cost of Work or which increase the Contract Cost of Work by not more than \$2,500.00 may be exercised by written change order of the Owner's Designated Representative.

Authority to increase the Contract Sum in all other instances or to extend the Contract Time may only be exercised by written Change Order signed by the Owner's representative after approval by the President of the Board of Trustees of The Village of Willowbrook and authorized by a due and proper vote of a majority of the Board of Trustees. The Architect shall not have the authority to increase the Contract Sum or to extend the Contract Time.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections and review the work to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, contractor-provided marked up record drawings written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Architect will use reasonable efforts to require Contractor to comply with the Project schedule, but will not be responsible for Contractor's failure to do so.

§ 2.6.6.2 The Architect's ~~inspection~~ review of the Work shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 ~~The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.~~

§ 2.7.2 ~~Approximately No later than eleven (11) months after Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to provide a warranty review. the facility operations and performance and to make appropriate recommendations to the Owner~~

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to ~~two~~ (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 Visits to the site shall be provided once every two (2) weeks for five ten (105) months starting from the pre-construction meeting. Time for visits to the site include transportation, time at the site, and time to prepare the field report for regular site visits and project closeout, including the punchlist process, both by the Architect and the Architect's consultants. Architect will cause the Architect's interior designer, and structural, mechanical, plumbing, and electrical engineers to visit the site two (2) times each, and shall forward to the Owner each of their field reports and punchlists. up to () visits to the site by the Architect over the duration of the Project during construction.
- .3 up to ~~one~~ (1) inspection for any portion of the Work (punch list) to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to ~~one~~ (1) review (follow-up review) inspection for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.
- .8 Contract Administration Services provided sixty (60) days after the date of Substantial Completion of the Work.
- .9 Construction observation field time beyond the ten (10) months included.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Description of Services.

(Insert descriptions of the services designated.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Completed	N/A
.2 Land Survey Services	Owner	TBD
.3 Geotechnical Services	Owner	TBD
.4 Space Schematics / Flow Diagrams	N/A	N/A
.5 Existing Facilities Surveys	Architect & Surveyor	Project Site
.6 Economic Feasibility Studies	N/A	N/A
.7 Site Analysis and Selection	N/A	N/A
.8 Environmental Studies and Reports	Owner	TBD
.9 Owner – Supplied Data Coordination	Owner	Owner
.10 Schedule Development and Monitoring	Architect	

.11	Civil Design	Owner	
.12	Landscape Design	Owner	
.13	Interior Design	Architect	1.5.1.d
.14	Special Bidding or Negotiation	Owner	
.15	Value Analysis	Not Provided	N/A
.16	Detailed Cost Estimating	Architect	1.5.1.c
.17	On-Site Project Representation	Constructor	
.18	Construction Management	Constructor	
.19	Start-Up Assistance	Constructor	
.20	Record Drawings	Contractors	
.21	Post-Contract Evaluation	Architect	2.7.2
.22	Tenant Related Services	Not Provided	

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

§2.9.1.2 Termination of Architect by Owner. Upon the occurrence of any one or more of the following events, the Owner may after giving Architect written notice, without cause and without prejudice to any other right or remedy, elect to terminate the Architect.

- (a) Architect commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Architect takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- (b) If a petition is filed against Architect under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Architect under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- (c) If Architect makes a general assignment for the benefit of creditors;
- (d) If a trustee, receiver, custodian or agent of Architect is appointed under applicable law or under contract, who appointment or authority to take charge of property of Architect is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Architect's creditors;
- (e) If Architect admits in writing an inability to pay its debts generally as they become due.

In such case, Architect shall be reimbursed for all services and expenses incurred to date of termination, less any additional costs incurred by the Owner to have the services performed which were to have been performed by the Architect.

ARTICLE 3 CERTIFICATIONS

§3.1 Architect shall submit to the Owner a certification that the Architect is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1.1.

§3.2 Architect shall comply with the Veterans Preference Act (330ILCS 55/0.01 et. seq.)

§3.3 During the performance of the Agreement, the Architect shall:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) If Architect hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (5) Permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

§3.4 The Architect shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A) (4).

§3.5 In the event of non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Architect may be declared ineligible for future contracts with the District, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

§3.6 Drug Free Workplace

The Architect shall provide a drug-free workplace by:

- A. Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Architect's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug-free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the Architect's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by Subparagraph 3.6A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- D. Notifying the District within ten (10) days after receiving notice under Subparagraph 3.6A (3) (b) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

§3.7 The Architect shall submit to the Owner a certification that it and its officers and directors shall comply with all relevant provisions of the "Ethics" ordinance of The Village of Willowbrook.

§3.8 The Architect shall submit to the Owner a certification that it and its officers and directors have not been barred from signing this Agreement as a result of a violation of Section 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Compiled Statutes).

§3.9 The Architect's certification form is attached hereto and incorporated herein by reference.

OWNER

VILLAGE OF WILLOWBROOK

(Signature)

(Printed name and title)

ARCHITECT

WILLIAMS ARCHITECTS, LTD.

(Signature)

Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal

(Printed name and title)