

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 8, 2016, AT 6:30 P.M. AT THE **BURR RIDGE POLICE DEPARTMENT TRAINING ROOM, 7700 COUNTY LINE ROAD, BURR RIDGE, 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 - July 25, 2016 (APPROVE)
 - c. Minutes - Closed Session Meeting - July 25, 2016 (APPROVE)
 - d. Warrants - \$131,329.17 (APPROVE)
 - e. Monthly Financial Report - July 31, 2016 (APPROVE)
 - f. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(I) of the Village Code - Classifications: Class I License (PASS)
 - g. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(F) of the Village Code - Classifications: Class F License (PASS)
 - h. Plan Commission Recommendation - Public Hearing 16-11: Consideration of a petition for a text amendment to add "Physical culture and health service, gymnasium, and exercise salon" as a new Special Use in the M-1 Zoning District in Section 9-8-2 of the Zoning Ordinance - **InspirFit** (RECEIVE)
 - i. Plan Commission Recommendation - Public Hearing 16-12: Consideration of a petition for a Special Use approval of a physical culture and health service, gymnasium, and exercise salon use in the M-1 Zoning District at 7890 Quincy, in the southern 3,470 square feet (approximate) of an existing multi-

- tenant building - **InspirFit, 7890 S. Quincy Street** (RECEIVE)
- j. Plan Commission Recommendation - Public Hearing 16-13: Consideration of a petition for a text amendment to add "Video Gaming" as a new Special Use in the B-2 Zoning District in Section 9-6B-2 of the Zoning Ordinance - **Blackhawk Restaurant Group** (RECEIVE)
- k. Plan Commission Recommendation - Public Hearing 16-14: Consideration of a petition for a Special Use approval of a 1,300 square feet (approximate) video gaming use in the B-2 Zoning District - **Blackhawk Restaurant Group, 82 W. 63rd Street (Willowbrook Square Shopping Center)** (RECEIVE)

NEW BUSINESS

- 6. ORDINANCE - AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE, 7725 SOUTH QUINCY STREET - TRUFRAGRANCE & BEAUTY HEADQUARTERS

PRIOR BUSINESS

- 7. COMMITTEE REPORTS
- 8. ATTORNEY'S REPORT
- 9. CLERK'S REPORT
- 10. ADMINISTRATOR'S REPORT
- 11. MAYOR'S REPORT
- 12. CLOSED SESSION
- 13. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 25, 2016 AT THE BURR RIDGE POLICE DEPARTMENT, TRAINING ROOM, 7700 COUNTY LINE ROAD, VILLAGE OF BURR RIDGE, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:31 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 Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Mark Shelton, Deputy Chief Robert Schaller, Assistant to the Village Administrator Garrett Hummel, Planning Consultant Anna Franco, and Administrative Intern Tiffany Kolodziej.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Planning Consultant Franco to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - July 11, 2016 (APPROVE)
- c. Minutes - Closed Session Meeting - March 7, 2016 (APPROVE)
- d. Minutes - Closed Session Meeting - March 16, 2016 (APPROVE)
- e. Minutes - Closed Session Meeting - May 23, 2016 (APPROVE)
- f. Minutes - Closed Session Meeting - June 13, 2016 (APPROVE)
- g. Warrants - \$531,096.48 (APPROVE)
- h. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute a Certain Contract - Hardscape

and Landscape Improvement Project - Midway Drive and Frontage Road Median - Between the Village of Willowbrook and Benito's Landscaping - Resolution No. 16-R-43 (ADOPT)

- i. Plan Commission Recommendation - Zoning Hearing Case 16-10: Holmes School, 580 S. Holmes Ave. - Consideration of a petition for approval of an amendment to an existing special use for variations from Title 9 of the Village code to allow the location of two (2) temporary modular outdoor classrooms at the property commonly known as Holmes Elementary School, in the R-1 Zoning District (RECEIVE)
- j. Plan Commission Recommendation - Zoning Hearing Case 16-15: TruFragrance, 7725 S. Quincy Street - Consideration of a petition for variations from Title 9 of the Village code to allow an existing non-conforming principal structure to be in conformance with the Village's code in the M-1 zoning District (RECEIVE)
- k. Plan Commission Recommendation - Zoning Case 16-07: Compass Arena, 635 Joliet Road - Petition for a special use permit for a planned unit development, including such relief, exceptions and variations from Title 9 and Title 10 of the Village Code to allow construction of a 45,554 square foot facility that includes a 28,992 square foot indoor soccer facility and 16,562 square feet of restaurant, bar and golf simulator entertainment space; and approval of a Preliminary and Final Plat of PUD. (RECEIVE)

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 five (5) delinquent water bills. Staff requested authorization to proceed in accordance with past practices, which was granted.

7. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 02-143 AS APPROVED IN ORDINANCE NO. 02-O-06 AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE - PC 16-10: 5800 SOUTH HOLMES AVENUE - HOLMES ELEMENTARY SCHOOL TEMPORARY MODULAR CLASSROOMS

Planning Consultant Franco advised that this applicant is proposing two (2) modular classrooms at Holmes Elementary School. The modular classrooms will be used for students between the ages of 3 - 5 that have been prescreened for special needs and require an individual education plan. This plan program is a state mandated program. The school currently does not have adequate space that is required for this program.

Planning Consultant Franco related that the temporary classrooms would be placed on an existing paved area currently used for a play area and school bus parking.

Planning Consultant Franco stated that these classrooms are temporary and have a three-year lease.

The Plan Commission has recommended this special use for approval by the Village Board.

Trustee Berglund stated that she has concerns that there was not sufficient landscape screening for neighboring homes.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to pass Ordinance 16-O-33 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 11-3-1: ENTITLED "TAX REQUIRED; AMOUNT:", SECTION 11-3-3: ENTITLED "DEFINITIONS" AND SECTION 11-3-4 ENTITLED "TAX RETURN:" OF CHAPTER 3 ENTITLED "MUNICIPAL HOTEL TAX" OF TITLE 11 ENTITLED "TAXES" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS

Administrator Halik related that there had been legal action in an attempt to seek the collection of unremitted taxes owed to the Village from on-line travel companies under the Village's Hotel/Motel Room Tax. There were 14 separate municipalities involved in this law suit. Unfortunately, on June 20, 2016, the Village learned that the District Court judge granted summary

judgement in favor of the on-line travel companies. The Village may seek to have the judgement appealed.

Administrator Halik stated that at this time, the Village should amend the Hotel/Motel Tax ordinance and make it clear that the on-line travel company transactions are included in the definitions and the ordinance does apply to these bookings.

Attorney Bastian related that one of the issues involved in the summary judgement was the court's difficulty in reconciling ordinances with the on-line travel companies. The taxes are required to be collected by the owners or managers. On-line travel companies do not have owners or managers. Attorney Bastian advised that the amended ordinance provides that the tax is imposed on the privilege of engaging in the business of leasing and/or renting a hotel room. Attorney Bastian stated that the definition of gross rental receipts has been modified to include the services that are provided by on-line travel companies.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance 16-0-34 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 WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - CLARENDON HILLS ROAD AND 67TH STREET INTERSECTION IMPROVEMENT PROJECT - BETWEEN THE VILLAGE OF WILLOWBROOK AND CROWLEY-SHEPPARD ASPHALT, INC.

Administrator Halik advised that funding was included in this year's budget to complete an intersection improvement project located at Clarendon Hills Road and 67th Street. The Village's consulting engineering prepared design drawings and specifications for the project. They were sent to two (2) roadway contractors that are currently working on projects in the Village.

Crowley-Sheppard Asphalt was awarded the 2016 MFT Road Maintenance Program which will begin in August. Crowley-Sheppard submitted the lowest bid for this improvement project in the amount of \$92,681.00. The total cost, including engineering design and construction oversight, will be \$112,581.00. This amount is over \$23,000 less than what was budgeted for the project.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution 16-R-44 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 had no report.

Trustee Kelly congratulated Administrator Halik on the good job he did on the road improvement project.

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 had no report.

12. CLERK'S REPORT

Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

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

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to recess into Executive Session at the hour of 6:54 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:09 p.m.

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

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to adopt Resolution No. 16-R-45 as presented.

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

MOTION DECLARED CARRIED

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

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 16-R-46 as amended.

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

MOTION DECLARED CARRIED

18. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 7:13 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

August 8, 2016.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

August 8, 2016

GENERAL CORPORATE FUND	-----	\$68,450.06
WATER FUND	-----	17,736.34
HOTEL/MOTEL TAX FUND	-----	12,184.05
WATER CAPITAL IMPROVEMENTS FUND	-----	20,765.00
L.A.F.E.R FUND	-----	1,193.72
RT 83/PLAINFIELD RD BUSINESS DISTRICT	-----	11,000.00
TOTAL WARRANTS	-----	\$131,329.17

 Carrie Dittman, Director of Finance

APPROVED:

 Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
07/28/2016	APCHK	89102	2ND QTR 2016	ILLINOIS DIRECTOR OF	EMPLOYEE BENEFIT - UNEMPLOYMENT IN 455-144	610-307	10	17.98
			2ND QTR 2016		EMPLOYEE BENEFITS - UNEMPLOYMENT I 550-144		20	39.50
			2ND QTR 2016		EMPLOYEE BENEFIT - UNEMPLOYMENT IN 610-144		25	35.11
			2ND QTR 2016		EMPLOYEE BENEFIT - UNEMPLOYMENT IN 630-144		30	73.72
			2ND QTR 2016		EMPLOYEE BENEFITS - UNEMPLOYMENT I 710-144		35	49.69
				CHECK APCHK 21(E) TOTAL FOR				<u>216.00</u>
07/28/2016	APCHK	89102	2015 PCORI FEE	UNITED STATES TREASURY	FEES/DUES/SUBSCRIPTIONS	610-307	25	6.51
08/09/2016	APCHK	89103	JC2015-4763	AFTERMATH, INC.	OPERATING EQUIPMENT	630-401	30	105.00
			JC2016-7409		MAINTENANCE - VEHICLES	630-409	30	105.00
				CHECK APCHK 89103 TOTAL FOR				<u>210.00</u>
08/09/2016	APCHK	89104	22462/JUN 16	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	13,485.00
			22462/JUN 16		RED LIGHT - MISC FEE	630-249	30	2,722.50
				CHECK APCHK 89104 TOTAL FOR				<u>16,207.50</u>
08/09/2016	APCHK	89106	IVC094465	ATLAS BUSINESS SOLUTIONS INC	FEES/DUES/SUBSCRIPTIONS	630-307	30	696.00
08/09/2016	APCHK	89107	138963	BENTLEY'S PET STUFF - WB	OPERATING EQUIPMENT	630-401	30	131.38
08/09/2016	APCHK	89108	YARD SALE REFUND	BETH KLUCK	SPECIAL EVENTS	310-817	00	15.00
08/09/2016	APCHK	89109	16-284	CAR REFLECTIONS	NEW VEHICLES	680-625	30	675.00
08/09/2016	APCHK	89110	YARD SALE REFUND	CAROL LARZARSKI	SPECIAL EVENTS	310-817	00	15.00
08/09/2016	APCHK	89111	2362 LIGHTS	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	90.00
08/09/2016	APCHK	89112#	VH AUG 16	COMCAST CABLE	EDP SOFTWARE	460-212	10	129.90
			PD AUG 16		EDP SOFTWARE	460-212	10	198.24
			PW AUG 16		EQUIPMENT MAINTENANCE	715-263	35	114.35
				CHECK APCHK 89112 TOTAL FOR				<u>442.49</u>
08/09/2016	APCHK	89113	1844110006 JUL16	COMMONWEALTH EDISON	ENERGY - STREET LIGHTS	745-207	35	688.62
08/09/2016	APCHK	89114	YARD SALE REFUND	DANIELLE WHITTON	SPECIAL EVENTS	310-817	00	15.00
08/09/2016	APCHK	89115	JULY 16 GAMES	DAVE HILBERT	SUMMER PROGRAM MATERIALS SERVICE	575-119	20	132.00
08/09/2016	APCHK	89116*#	AUG 2016	DELTA DENTAL PLAN OF ILLINOI	EMP DED PAY- INSURANCE	210-204	00	1,029.23
			AUG 2016		EMPLOYEE BENEFIT - MEDICAL INSURAN	455-141	10	271.09

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
			AUG 2016		EMPLOYEE BENEFITS - MEDICAL INSURA	510-141	15	57.16
			AUG 2016		EMPLOYEE BENEFIT - MEDICAL INSURAN	610-141	25	156.77
			AUG 2016		EMPLOYEE BENEFIT - MEDICAL INSURAN	630-141	30	2,384.33
			AUG 2016		EMPLOYEE BENEFITS - MEDICAL INSURA	710-141	35	156.77
			AUG 2016		EMPLOYEE BENEFITS - MEDICAL INSURA	810-141	40	171.48
					CHECK APCHK 89116 TOTAL FOR			<u>4,226.83</u>
08/09/2016	APCHK	89117	BACK TO SCHOOL 16	DINO JUMP	FAMILY SPECIAL EVENT - RACE	585-154	20	770.00
08/09/2016	APCHK	89119#	APRIL 16	DUPAGE COUNTY PUBLIC WORKS	SANITARY (7760 QUINCY)	466-250	10	14.59
			MAY 2016		SANITARY (7760 QUINCY)	466-250	10	14.58
			APRIL 2016		SANITARY (835 MIDWAY)	466-251	10	29.41
			APR 16		SANITARY (825 MIDWAY)	466-252	10	20.33
			MAY 2016		SANITARY (825 MIDWAY)	466-252	10	20.33
			APRIL 2016		SANITARY USER CHARGE	725-417	35	6.39
			MAY 16		SANITARY USER CHARGE	725-417	35	6.39
					CHECK APCHK 89119 TOTAL FOR			<u>112.02</u>
08/09/2016	APCHK	89120	201607200069	DUPAGE COUNTY RECORDER	FEES/DUES/SUBSCRIPTIONS	510-307	15	42.00
08/09/2016	APCHK	89121	IA196-1	DUPAGE COUNTY TREASURER	EDP SOFTWARE	640-212	30	250.00
			IA 196-2		EDP SOFTWARE	640-212	30	500.00
					CHECK APCHK 89121 TOTAL FOR			<u>750.00</u>
08/09/2016	APCHK	89123#	3331/#3	FALCO'S LANDSCAPING INC	CONTRACTED MAINTENANCE	570-281	20	4,562.38
			3331/#3		ROUTE 83 BEAUTIFICATION	755-281	35	4,100.12
					CHECK APCHK 89123 TOTAL FOR			<u>8,662.50</u>
08/09/2016	APCHK	89124	5-493-24568	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	630-311	30	57.45
08/09/2016	APCHK	89125	303762	FIRE & SECURITY SYSTEMS INC.	MAINTENANCE - BUILDING	466-228	10	180.00
08/09/2016	APCHK	89126	BACK TO SCHOOL 16	KERRI STOCKTON	FAMILY SPECIAL EVENT - RACE	585-154	20	200.00
08/09/2016	APCHK	89127	1-100545	LA FASTENERS INC	OPERATING EQUIPMENT	630-401	30	21.10
08/09/2016	APCHK	89128	JULY 16 GAMES	LARY DENZ	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	99.00
08/09/2016	APCHK	89130	SCHWITZ/RINELLA	LAW ENFORCEMENT RECORDS MNGR	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	50.00
08/09/2016	APCHK	89131	320567	LYNN PEAVEY COMPANY	OPERATING EQUIPMENT	630-401	30	138.00
08/09/2016	APCHK	89132	JULY 16 GAMES	MARK CAPOSTENO	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	297.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/09/2016	APCHK	89133	2016 PERMIT #2	MATHAL NEDUMGOTTIL	PARK PERMIT FEES	310-814	00	250.00
08/09/2016	APCHK	89134	JULY 16 GAMES	MEL KREJCI	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	88.00
08/09/2016	APCHK	89136	2016-278	METROPOLITAN MAYORS CAUCUS	FEES/DUES/SUBSCRIPTIONS	410-307	05	384.30
08/09/2016	APCHK	89137	PERMIT #25	NATALIA RAILENU	PARK PERMIT FEES	310-814	00	100.00
08/09/2016	APCHK	89138	TAR REMOVAL	NAVISH NANU	STREET & ROW MAINTENANCE	750-328	35	200.00
08/09/2016	APCHK	89139	AUGUST 2016	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURA	210-213	00	128.00
08/09/2016	APCHK	89141	15514	NORTHEASTERN ILLINOIS PUBLIC	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	350.00
			15509		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	495.00
				CHECK APCHK 89141 TOTAL FOR				<u>845.00</u>
08/09/2016	APCHK	89143#	26 FAMILY FISHING	PETTY CASH C/O TIM HALIK	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	50.00
			CHIEFS JULY MTG		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	50.00
			SQUAD 62 PLATES		OPERATING EQUIPMENT	630-401	30	101.00
				CHECK APCHK 89143 TOTAL FOR				<u>201.00</u>
08/09/2016	APCHK	89144	88875	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	545.00
			88867		MAINTENANCE - VEHICLES	630-409	30	100.00
			88874		NEW VEHICLES	680-625	30	1,295.00
			88831		NEW VEHICLES	680-625	30	8,930.16
				CHECK APCHK 89144 TOTAL FOR				<u>10,870.16</u>
08/09/2016	APCHK	89145	1447467	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	739.12
			1602374		UNIFORMS	630-345	30	74.99
			1602373		UNIFORMS	630-345	30	74.99
			1614589		UNIFORMS	630-345	30	209.97
			161376		UNIFORMS	630-345	30	43.87
			1602375		UNIFORMS	630-345	30	62.99
			1607636		UNIFORMS	630-345	30	119.99
			1555857		UNIFORMS	630-345	30	324.00
			100915		UNIFORMS	630-345	30	324.00
			1555045		UNIFORMS	630-345	30	87.80
			1564134		UNIFORMS	630-345	30	128.97
			1569959		UNIFORMS	630-345	30	97.98
			1552461		UNIFORMS	630-345	30	749.70

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
			1611377	CHECK APCHK 89145	OPERATING EQUIPMENT	630-401	30	688.00
								<u>3,726.37</u>
08/09/2016	APCHK	89146	1630680	RAY O'HERRON CO., INC.	CADET PROGRAM	630-308	30	149.98
			1571210		UNIFORMS	630-345	30	227.87
			1630963		UNIFORMS	630-345	30	1,518.97
			1632847		UNIFORMS	630-345	30	161.99
			1638896		UNIFORMS	630-345	30	400.45
			10641161		UNIFORMS	630-345	30	259.00
			1629559		UNIFORMS	630-345	30	170.00
			1446065-CM		UNIFORMS	630-345	30	(1,500.00)
			1632846CN		UNIFORMS	630-345	30	(161.99)
			1630962		OPERATING EQUIPMENT	630-401	30	179.70
								<u>1,405.97</u>
08/09/2016	APCHK	89147	JULY 16 GAMES	RICK ROCK	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	198.00
08/09/2016	APCHK	89148	TRNG OCT 16	ROBERT SCHALLER	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	650.00
08/09/2016	APCHK	89149*#	1201	ROBERT WHITE CONSTRUCTION	STREET & ROW MAINTENANCE	750-328	35	6,900.00
			1200		STREET & ROW MAINTENANCE	750-328	35	2,232.48
								<u>9,132.48</u>
08/09/2016	APCHK	89150	FAMILY FISHING 16	SCUKANEC GEORGE	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	49.53
08/09/2016	APCHK	89151	16 PERMIT #7	SONIA NAVEJAR	PARK PERMIT FEES	310-814	00	200.00
08/09/2016	APCHK	89152	80740088935	STAPLES	OFFICE SUPPLIES	455-301	10	88.41
			80740088935		COMMISSARY PROVISION	455-355	10	59.66
								<u>148.07</u>
08/09/2016	APCHK	89154	318451/DAVI 16	SUBURBAN LIFE PUBLICATIONS	FEES/DUES/SUBSCRIPTIONS	410-307	05	42.00
08/09/2016	APCHK	89155*#	2016-192	SUNSET SEWER & WATER	STREET & ROW MAINTENANCE	750-328	35	1,080.13
			2016-193		STREET & ROW MAINTENANCE	750-328	35	466.80
								<u>1,546.93</u>
08/09/2016	APCHK	89156*#	110693	TAMELING INDUSTRIES	PARK LANDSCAPE SUPPLIES	565-341	20	55.20
			10551		PARK LANDSCAPE SUPPLIES	565-341	20	729.80
			110693		STREET & ROW MAINTENANCE	750-328	35	52.20

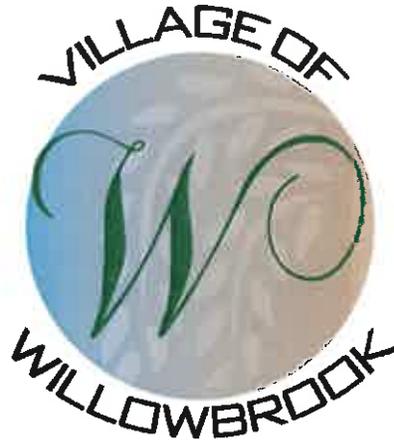
Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/09/2016	APCHK	89157	10551	CHECK APCHK 89156 TOTAL FOR	STREET & ROW MAINTENANCE	750-328	35	515.70
								<u>1,352.90</u>
08/09/2016	APCHK	89158	119179	THE UNDERGROUND OASIS IRRIGA	STREET & ROW MAINTENANCE	750-328	35	106.81
08/09/2016	APCHK	89158	834242779	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	294.25
			6109122833		FEES/DUES/SUBSCRIPTIONS	630-307	30	(154.25)
				CHECK APCHK 89158 TOTAL FOR				<u>140.00</u>
08/09/2016	APCHK	89159	53201	TOM & JERRY'S SHELL SERVICES	MAINTENANCE - VEHICLES	735-409	35	865.63
08/09/2016	APCHK	89160	87154	TRAFFIC CONTROL & PROTECTION	ROAD SIGNS	755-333	35	341.00
08/09/2016	APCHK	89162	0610985986	UNIFIRST	MAINTENANCE - PW BUILDING	725-418	35	81.15
08/09/2016	APCHK	89164	3125624-0	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	60.96
			3140697-0		OPERATING EQUIPMENT	630-401	30	153.45
				CHECK APCHK 89164 TOTAL FOR				<u>214.41</u>
08/09/2016	APCHK	89165	6218564-2	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	35.95
					Total for fund 01 GENERAL FUND			68,450.06
Fund: 02 WATER FUND								
07/28/2016	APCHK	21(E)*#	2ND QTR 2016	ILLINOIS DIRECTOR OF	EMPLOYEE BENEFITS - UNEMPLOYMENT I	401-144	50	49.69
08/09/2016	APCHK	89105	27671	ASSOCIATED TECHNICAL SERV. I	LEAK SURVEYS	430-276	50	757.75
			27610		LEAK SURVEYS	430-276	50	635.00
				CHECK APCHK 89105 TOTAL FOR				<u>1,392.75</u>
08/09/2016	APCHK	89116*#	AUG 2016	DELTA DENTAL PLAN OF ILLINOI	EMPLOYEE BENEFITS - MEDICAL INSURA	401-141	50	156.77
08/09/2016	APCHK	89129	08/03/2016	LAVAN, ASHLEY & NEUNER, RYAN	CUSTOMER OVERPAYMENT	280-135	00	82.49
08/09/2016	APCHK	89135	12369	METROPOLITAN INDUSTRIES INC	EDP	440-695	50	138.00
08/09/2016	APCHK	89142	837472	PDC LABORATORIES INC	SAMPLING ANALYSIS	420-362	50	80.00
08/09/2016	APCHK	89149*#	1199	ROBERT WHITE CONSTRUCTION	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	9,900.00
08/09/2016	APCHK	89155*#	2016-197	SUNSET SEWER & WATER	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	2,732.06

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
08/09/2016	APCHK	89156*#	110693	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	996.22
			10551		WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	1,644.30
				CHECK APCHK 89156 TOTAL FOR				<u>2,640.52</u>
08/09/2016	APCHK	89161	16579	UNDERGROUND PIPE & VALVE, CO	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	198.00
			16088		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	291.00
				CHECK APCHK 89161 TOTAL FOR				<u>489.00</u>
08/09/2016	APCHK	89163	9768966805	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	75.06
					Total for fund 02 WATER FUND			17,736.34
Fund: 03 HOTEL/MOTEL TAX FUND								
08/09/2016	APCHK	89118	3092	JUNE 2016	FEES/DOES/SUBSCRIPTIONS	401-307	53	1,000.00
			3091	JUL 16	FEES/DOES/SUBSCRIPTIONS	401-307	53	1,000.00
			3093		ADVERTISING	435-317	53	10,184.05
				CHECK APCHK 89118 TOTAL FOR				<u>12,184.05</u>
Fund: 09 WATER CAPITAL IMPROVEMENTS FUND								
					Total for fund 03 HOTEL/MOTEL TAX FUND			12,184.05
08/09/2016	APCHK	89155*#	2016-173	SUNSET SEWER & WATER	WATER SYSTEM IMPROVEMENTS	440-600	65	20,765.00
					Total for fund 09 WATER CAPITAL IMPROVEMENTS F			20,765.00
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &								
08/09/2016	APCHK	89140	90314386	NEW HAVEN MOVING EQUIPMENT	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	198.24
			90313100		POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	198.24
			90309249		POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	198.24
				CHECK APCHK 89140 TOTAL FOR				<u>594.72</u>
08/09/2016	APCHK	89153	476201	SUBURBAN DOOR CHECK & LOCK S	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	599.00
					Total for fund 14 LAND ACQUISITION, FACILITY,			1,193.72
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX								
08/09/2016	APCHK	89122	71045	EHLERS & ASSOCIATES INC	CONSULTANTS-DESIGN & OTHER	510-232	15	11,000.00
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			11,000.00
					TOTAL - ALL FUNDS			131,329.17

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

Payroll Liability Check Register
For Check Dates 07/01/2016 to 07/31/2016

Check Number	Vendor Name	Check Date	Check Amount
52548	AFLAC	07/22/2016	2,113.54
52535	COMMUNITY BANK OF WILLOWBROOK	07/08/2016	629.15
52549	COMMUNITY BANK OF WILLOWBROOK	07/22/2016	587.48
EFT32	EFTPS	07/08/2016	27,361.69
EFT34	EFTPS	07/22/2016	51,854.63
52536	I C M A RETIREMENT TRUST - 457	07/08/2016	725.00
52550	I C M A RETIREMENT TRUST - 457	07/22/2016	725.00
EFT35	I.M.R.F. PENSION FUND	07/22/2016	20,545.11
EFT33	ILLINOIS DEPT. OF REVENUE	07/08/2016	4,272.91
EFT36	ILLINOIS DEPT. OF REVENUE	07/22/2016	6,057.07
52552	ILLINOIS FRATERNAL	07/22/2016	903.00
52537	ILLINOIS STATE DISBURSEMENT UNIT	07/08/2016	1,848.93
52551	ILLINOIS STATE DISBURSEMENT UNIT	07/22/2016	1,848.93
52538	NATIONWIDE RETIREMENT SOLUTIONS	07/08/2016	2,897.99
52553	NATIONWIDE RETIREMENT SOLUTIONS	07/22/2016	2,972.55
52539	VILLAGE OF WILLOWBROOK	07/08/2016	39,107.93
52554	VILLAGE OF WILLOWBROOK	07/22/2016	39,035.30
Total Checks: 17		Total Paid:	\$203,486.21



MONTHLY FINANCIAL REPORT
JULY 2016

RESPECTFULLY SUBMITTED BY:

Frank A. Trilla, Mayor

Carrie Ditt

Carrie Dittman, Director of Finance

VILLAGE OF WILLOWBROOK
MONTHLY CASH AND INVESTMENT BALANCE BY FUND
FOR THE MONTH ENDED 07/31/2016

ACCOUNT	BALANCE
Fund 01 GENERAL FUND	
CHECKING - 0283	0.00
COMMUNITY BANK OF WB - 0275	576,233.84
IL FUNDS - 5435	3,797,768.75
COMMUNITY BANK OF WB MM - 1771	302,016.16
COMMUNITY BANK RD LGHT - 0724	1,432.78
COMMUNITY BANK OF WB FSA - 3804	11,509.99
U.S. BANK RED LIGHT - 4216	600.00
COMMUNITY BANK DRUG ACCT - 4171	114,907.91
COMMUNITY BANK WB CADETS - 10620387	173.72
PETTY CASH REVLVING	950.00
IMET - GENERAL	28.69
Total For Fund 01:	4,805,621.84
Fund 02 WATER FUND	
IL FUNDS WATER - 5914	448,482.59
COMMUNITY BANK OF WB WTR - 4163	660,457.54
COMMUNITY BANK OF WB - 0275	0.00
Total For Fund 02:	1,108,940.13
Fund 03 HOTEL/MOTEL TAX FUND	
IL FUNDS HOTEL/MOTEL - 5948	69,492.10
COMMUNITY BANK OF WB - 0275	110,181.24
Total For Fund 03:	179,673.34
Fund 04 MOTOR FUEL TAX FUND	
IL FUNDS MFT - 5443	462,174.08
Total For Fund 04:	462,174.08
Fund 06 SSA ONE BOND & INTEREST FUND	
IL FUNDS SSA BOND - 4621	73,678.17
Total For Fund 06:	73,678.17
Fund 07 POLICE PENSION FUND	
COMMUNITY BANK OF WB PP - 4155	67,547.57
COMMUNITY BANK OF WB - 0275	0.00
MONEY MARKET - MB FINANCIAL BANK	358,078.46
US TREASURIES	61,606.41
US AGENCIES	3,457,458.95
MUNICIPAL BONDS	707,776.56
CORPORATE BONDS	3,251,603.05
EQUITIES	4,375,691.38
MUTUAL FUNDS	5,694,528.43
MARKET VALUE CONTRA	1,052,472.16
Total For Fund 07:	19,026,762.97
Fund 09 WATER CAPITAL IMPROVEMENTS FUND	
IL FUNDS WTR CAP - 1206	465,978.18
Total For Fund 09:	465,978.18
Fund 10 CAPITAL PROJECT FUND	
IL FUNDS CAP PROJECTS - 3133	96,874.48
Total For Fund 10:	96,874.48
Fund 11 DEBT SERVICE FUND	
IL FUNDS BOND PROCEEDS DS - 2756	50,464.38
Total For Fund 11:	50,464.38
Fund 14 LAND ACQUISITION, FACILITY, EXPANSION &	
IL FUNDS BOND PROCEEDS LAFER - 2772	2,878,007.25
Total For Fund 14:	2,878,007.25
TOTAL CASH & INVESTMENTS:	29,148,174.82

ACCOUNT BALANCE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016
 CASH & INVESTMENTS BY FUND AND ACCOUNT TYPE

GL NUMBER	DESCRIPTION	END BALANCE 07/31/2016
Fund 01 - GENERAL FUND		
MONEY MARKET		
01-00-110-322	IL FUNDS - 5435	3,797,768.75
01-00-110-323	COMMUNITY BANK OF WB MM - 1771	302,016.16
01-00-110-325	COMMUNITY BANK RD LGHT - 0724	1,432.78
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	114,907.91
01-00-120-155	IMET - GENERAL	28.69
	MONEY MARKET	4,216,154.29
PETTY CASH		
01-00-110-911	PETTY CASH REVLVING	950.00
	PETTY CASH	950.00
SAVINGS		
01-00-110-257	COMMUNITY BANK OF WB - 0275	576,233.84
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	11,509.99
01-00-110-335	U.S. BANK RED LIGHT - 4216	600.00
01-00-110-385	COMMUNITY BANK WB CADETS - 10620387	173.72
	SAVINGS	588,517.55
Fund 02 - WATER FUND		
MONEY MARKET		
02-00-110-113	IL FUNDS WATER - 5914	448,482.59
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	660,457.54
	MONEY MARKET	1,108,940.13
Fund 03 - HOTEL/MOTEL TAX FUND		
MONEY MARKET		
03-00-110-114	IL FUNDS HOTEL/MOTEL - 5948	69,492.10
	MONEY MARKET	69,492.10
SAVINGS		
03-00-110-257	COMMUNITY BANK OF WB - 0275	110,181.24
	SAVINGS	110,181.24
Fund 04 - MOTOR FUEL TAX FUND		
MONEY MARKET		
04-00-110-116	IL FUNDS MFT - 5443	462,174.08
	MONEY MARKET	462,174.08
Fund 06 - SSA ONE BOND & INTEREST FUND		
MONEY MARKET		
06-00-110-117	IL FUNDS SSA BOND - 4621	73,678.17
	MONEY MARKET	73,678.17
Fund 07 - POLICE PENSION FUND		
MONEY MARKET		
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	67,547.57
	MONEY MARKET	67,547.57
SAVINGS		
07-00-110-335	MONEY MARKET - MB FINANCIAL BANK	358,078.46
	SAVINGS	358,078.46
AGENCY CERTIFICATES		
07-00-120-260	US AGENCIES	3,457,458.95
	AGENCY CERTIFICATES	3,457,458.95
CORPORATE BONDS		
07-00-120-288	CORPORATE BONDS	3,251,603.05
	CORPORATE BONDS	3,251,603.05
EQUITIES		
07-00-120-289	EQUITIES	4,375,691.38
	EQUITIES	4,375,691.38

ACCOUNT BALANCE REPORT FOR WILLOWBROOK
PERIOD ENDING 07/31/2016
CASH & INVESTMENTS BY FUND AND ACCOUNT TYPE

GL NUMBER	DESCRIPTION	END BALANCE 07/31/2016
Fund 07 - POLICE PENSION FUND		
MUNICIPAL BONDS		
07-00-120-270	MUNICIPAL BONDS	707,776.56
	MUNICIPAL BONDS	<u>707,776.56</u>
MUTUAL FUNDS		
07-00-120-290	MUTUAL FUNDS	5,694,528.43
	MUTUAL FUNDS	<u>5,694,528.43</u>
MARKET VALUE		
07-00-120-900	MARKET VALUE CONTRA	1,052,472.16
	MARKET VALUE	<u>1,052,472.16</u>
TREASURY NOTES		
07-00-120-250	US TREASURIES	61,606.41
	TREASURY NOTES	<u>61,606.41</u>
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND		
MONEY MARKET		
09-00-110-324	IL FUNDS WTR CAP - 1206	465,978.18
	MONEY MARKET	<u>465,978.18</u>
Fund 10 - CAPITAL PROJECT FUND		
MONEY MARKET		
10-00-110-115	IL FUNDS CAP PROJECTS - 3133	96,874.48
	MONEY MARKET	<u>96,874.48</u>
Fund 11 - DEBT SERVICE FUND		
MONEY MARKET		
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	50,464.38
	MONEY MARKET	<u>50,464.38</u>
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &		
MONEY MARKET		
14-00-110-112	IL FUNDS BOND PROCEEDS LAFER - 2772	2,878,007.25
	MONEY MARKET	<u>2,878,007.25</u>

ACCOUNT BALANCE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016
 CASH & INVESTMENTS BY INSTITUTION

GL NUMBER	DESCRIPTION	END BALANCE 07/31/2016
COMMUNITY BANK OF WB		
01-00-110-257	COMMUNITY BANK OF WB - 0275	576,233.84
01-00-110-323	COMMUNITY BANK OF WB MM - 1771	302,016.16
01-00-110-325	COMMUNITY BANK RD LGHT - 0724	1,432.78
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	11,509.99
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	114,907.91
01-00-110-385	COMMUNITY BANK WB CADETS - 10620387	173.72
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	660,457.54
03-00-110-257	COMMUNITY BANK OF WB - 0275	110,181.24
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	67,547.57
	<u>COMMUNITY BANK OF WB</u>	<u>1,844,460.75</u>
ILLINOIS FUNDS		
01-00-110-322	IL FUNDS - 5435	3,797,768.75
02-00-110-113	IL FUNDS WATER - 5914	448,482.59
03-00-110-114	IL FUNDS HOTEL/MOTEL - 5948	69,492.10
04-00-110-116	IL FUNDS MFT - 5443	462,174.08
06-00-110-117	IL FUNDS SSA BOND - 4621	73,678.17
09-00-110-324	IL FUNDS WTR CAP - 1206	465,978.18
10-00-110-115	IL FUNDS CAP PROJECTS - 3133	96,874.48
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	50,464.38
14-00-110-112	IL FUNDS BOND PROCEEDS LAFER - 2772	2,878,007.25
	<u>ILLINOIS FUNDS</u>	<u>8,342,919.98</u>
IMET		
01-00-120-155	IMET - GENERAL	28.69
	<u>IMET</u>	<u>28.69</u>
MARKET VALUE CONTRA		
07-00-120-900	MARKET VALUE CONTRA	1,052,472.16
	<u>MARKET VALUE CONTRA</u>	<u>1,052,472.16</u>
MBFINANCIAL BANK		
07-00-110-335	MONEY MARKET - MB FINANCIAL BANK	358,078.46
07-00-120-250	US TREASURIES	61,606.41
07-00-120-260	US AGENCIES	3,457,458.95
07-00-120-270	MUNICIPAL BONDS	707,776.56
07-00-120-288	CORPORATE BONDS	3,251,603.05
07-00-120-289	EQUITIES	4,375,691.38
07-00-120-290	MUTUAL FUNDS	5,694,528.43
	<u>MBFINANCIAL BANK</u>	<u>17,906,743.24</u>
U.S. BANK		
01-00-110-335	U.S. BANK RED LIGHT - 4216	600.00
	<u>U.S. BANK</u>	<u>600.00</u>
VILLAGE OF WILLOWBROOK		
01-00-110-911	PETTY CASH REVLVING	950.00
	<u>VILLAGE OF WILLOWBROOK</u>	<u>950.00</u>
Total - All Funds:		<u><u>29,148,174.82</u></u>

INTERFUND ACTIVITY REPORT FOR WILLOWBROOK
 Period Ending 07/31/2016
 Due To/From Other Funds

GL Number	Description	Balance
Fund 01: GENERAL FUND		
Due From Other Funds		
01-00-140-102	DUE TO/FROM WATER FUND	49.69
01-00-140-107	DUE TO/FROM POLICE PENSION FUND	46,260.45
01-00-140-114	DUE TO/FROM LAND ACQUISITION/FAC EXP/REN	1,553.22
01-00-140-115	DUE TO/FROM RT 83/PLAINFIELD RD TAX FUND	3,302.55
	Total Due From Other Funds	51,165.91
Fund 02: WATER FUND		
Due From Other Funds		
02-00-140-101	DUE TO/FROM GENERAL FUND	(49.69)
	Total Due From Other Funds	(49.69)
Fund 07: POLICE PENSION FUND		
Due From Other Funds		
07-00-140-101	DUE TO/FROM GENERAL FUND	(46,260.45)
	Total Due From Other Funds	(46,260.45)
Fund 14: LAND ACQUISITION, FACILITY, EXPANSION &		
Due From Other Funds		
14-00-140-101	DUE TO/FROM GENERAL FUND	(1,553.22)
	Total Due From Other Funds	(1,553.22)
Fund 15: RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX		
Due From Other Funds		
15-00-140-101	DUE TO/FROM GENERAL FUND	(3,302.55)
	Total Due From Other Funds	(3,302.55)

REVENUE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/2016	YTD BALANCE 07/31/2016	2016-17 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 01 - GENERAL FUND						
PROPERTY TAX						
01-00-310-101	PROPERTY TAX LEVY - SRA	2,771.42	32,857.70	74,620.00	44.03	41,762.30
01-00-310-102	PROPERTY TAX LEVY - ROAD & BRIDGE	3,949.64	57,315.99	106,201.00	53.97	48,885.01
	PROPERTY TAX	6,721.06	90,173.69	180,821.00	49.87	90,647.31
OTHER TAXES						
01-00-310-201	MUNICIPAL SALES TAX	269,579.91	850,143.01	3,600,000.00	23.62	2,749,856.99
01-00-310-202	ILLINOIS INCOME TAX	55,680.22	308,219.90	740,418.00	41.63	432,198.10
01-00-310-203	AMUSEMENT TAX	4,829.05	21,554.26	74,790.00	28.82	53,235.74
01-00-310-204	REPLACEMENT TAX	258.50	496.29	1,220.00	40.68	723.71
01-00-310-205	UTILITY TAX	78,329.69	228,473.99	1,000,000.00	22.85	771,526.01
01-00-310-208	PLACES OF EATING TAX	47,842.25	134,909.59	475,000.00	28.40	340,090.41
01-00-310-209	WATER TAX	11,955.35	41,968.91	177,000.00	23.71	135,031.09
01-00-310-210	WATER TAX - CLARENDON WATER CO	290.63	290.63	1,000.00	29.06	709.37
	OTHER TAXES	468,765.60	1,586,056.58	6,069,428.00	26.13	4,483,371.42
LICENSES						
01-00-310-302	LIQUOR LICENSES	0.00	2,500.00	80,000.00	3.13	77,500.00
01-00-310-303	BUSINESS LICENSES	0.00	197.50	82,000.00	0.24	81,802.50
01-00-310-305	VENDING MACHINE	0.00	(45.00)	2,000.00	(2.25)	2,045.00
01-00-310-306	SCAVENGER LICENSES	0.00	0.00	8,000.00	0.00	8,000.00
	LICENSES	0.00	2,652.50	172,000.00	1.54	169,347.50
PERMITS						
01-00-310-401	BUILDING PERMITS	19,166.25	60,391.43	225,000.00	26.84	164,608.57
01-00-310-402	SIGN PERMITS	100.00	680.77	5,000.00	13.62	4,319.23
01-00-310-403	OTHER PERMITS	0.00	124.00	500.00	24.80	376.00
01-00-310-404	COUNTY BMP FEE	0.00	0.00	2,000.00	0.00	2,000.00
	PERMITS	19,266.25	61,196.20	232,500.00	26.32	171,303.80
FINES						
01-00-310-501	CIRCUIT COURT FINES	7,753.12	21,398.06	105,000.00	20.38	83,601.94
01-00-310-502	TRAFFIC FINES	4,404.33	11,214.33	25,000.00	44.86	13,785.67
01-00-310-503	RED LIGHT FINES	52,295.00	189,734.00	525,000.00	36.14	335,266.00
	FINES	64,452.45	222,346.39	655,000.00	33.95	432,653.61
OVERHEAD REIMBURSEMENT						
01-00-310-601	ADMINISTRATIVE SUPPORT REIMB - WATE	43,582.58	130,747.74	522,991.00	25.00	392,243.26
	OVERHEAD REIMBURSEMENT	43,582.58	130,747.74	522,991.00	25.00	392,243.26
CHARGES & FEES						
01-00-310-700	PLANNING APPLICATION FEES	8,865.00	8,865.00	10,000.00	88.65	1,135.00
01-00-310-701	PUBLIC HEARING FEES	4,250.00	4,250.00	2,550.00	166.67	(1,700.00)
01-00-310-702	PLANNING REVIEW FEES	11,336.10	11,336.10	6,000.00	188.94	(5,336.10)
01-00-310-704	ACCIDENT REPORT COPIES	90.00	361.00	2,000.00	18.05	1,639.00
01-00-310-705	VIDEO GAMING FEES	5,363.30	8,321.67	20,000.00	41.61	11,678.33
01-00-310-706	COPIES-ORDINANCES & MAPS	0.00	10.00	50.00	20.00	40.00

REVENUE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/2016	YTD BALANCE 07/31/2016	2016-17 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 01 - GENERAL FUND						
01-00-310-723	ELEVATOR INSPECTION FEES	0.00	450.00	5,000.00	9.00	4,550.00
01-00-310-724	BURGLAR ALARM FEES	0.00	50.00	15,000.00	0.33	14,950.00
	CHARGES & FEES	29,904.40	33,643.77	60,600.00	55.52	26,956.23
PARK & RECREATION CHARGES						
01-00-310-813	PARK & REC CONTRIBUTION	0.00	115.00	2,250.00	5.11	2,135.00
01-00-310-814	PARK PERMIT FEES	(1,115.00)	1,155.00	3,000.00	38.50	1,845.00
01-00-310-815	SUMMER RECREATION FEES	0.00	0.00	840.00	0.00	840.00
01-00-310-816	WINTER RECREATION FEES	0.00	0.00	8,485.00	0.00	8,485.00
01-00-310-817	SPECIAL EVENTS	1,025.00	2,623.87	2,600.00	100.92	(23.87)
01-00-310-818	FALL RECREATION FEES	0.00	0.00	6,718.00	0.00	6,718.00
01-00-310-819	BURR RIDGE/WILLOWBROOK BASEBALL R	0.00	0.00	6,500.00	0.00	6,500.00
01-00-310-820	HOLIDAY CONTRIBUTION	0.00	0.00	1,300.00	0.00	1,300.00
01-00-310-822	BR/WB BASEBALL REIMB FACILITY	0.00	0.00	6,600.00	0.00	6,600.00
01-00-310-823	SPRING RECREATION FEES	0.00	0.00	765.00	0.00	765.00
	PARK & RECREATION CHARGES	(90.00)	3,893.87	39,058.00	9.97	35,164.13
OTHER REVENUE						
01-00-310-901	REIMBURSEMENTS - IRMA	2,356.78	11,916.23	5,000.00	238.32	(6,916.23)
01-00-310-904	REIMB - ETSB CAPITAL (DUCOMM)	0.00	0.00	72,000.00	0.00	72,000.00
01-00-310-907	BID PROPOSAL DEPOSIT	0.00	105.00	0.00	100.00	(105.00)
01-00-310-909	SALE - FIXED ASSETS	0.00	0.00	7,500.00	0.00	7,500.00
01-00-310-910	REIMBURSEMENTS - TREE PLANTING	0.00	225.00	500.00	45.00	275.00
01-00-310-911	OTHER REIMBURSEMENTS-REFUNDS	304.38	415.44	8,000.00	5.19	7,584.56
01-00-310-912	REIMBURSEMENTS-BRUSH PICK-UP	2,827.44	2,827.44	11,600.00	24.37	8,772.56
01-00-310-913	OTHER RECEIPTS	(50.00)	1,748.85	500.00	349.77	(1,248.85)
01-00-310-914	REIMB - PARK & REC MEMORIAL PROGRAM	0.00	0.00	1,000.00	0.00	1,000.00
01-00-310-915	REIMBURSEMENTS - POLICE SPECIAL DET	0.00	0.00	4,000.00	0.00	4,000.00
01-00-310-916	DONATIONS	0.00	40.00	0.00	100.00	(40.00)
01-00-310-917	REIMBURSEMENTS - PUBLIC WORKS OTHE	0.00	1,967.48	16,500.00	11.92	14,532.52
01-00-310-919	REIMBURSEMENTS - CD ENGINEERING	0.00	0.00	1,000.00	0.00	1,000.00
01-00-310-920	REIMBURSEMENTS - PW ENGINEERING	0.00	0.00	1,000.00	0.00	1,000.00
01-00-310-922	FEDERAL/STATE GRANTS	25,000.00	25,000.00	456,189.00	5.48	431,189.00
01-00-310-925	NICOR GAS ANNUAL PAYMENT	0.00	0.00	17,472.00	0.00	17,472.00
01-00-310-926	CABLE FRANCHISE FEES	55,056.96	55,056.96	208,000.00	26.47	152,943.04
01-00-310-930	DRUG FORFEITURES - DEA	0.00	0.00	40,000.00	0.00	40,000.00
	OTHER REVENUE	85,495.56	99,302.40	850,261.00	11.68	750,958.60
NON-OPERATING						
01-00-320-108	INTEREST INCOME	1,218.43	3,441.57	1,750.00	196.66	(1,691.57)
	NON-OPERATING	1,218.43	3,441.57	1,750.00	196.66	(1,691.57)
Fund 01 - GENERAL FUND:						
	TOTAL REVENUES	719,316.33	2,233,454.71	8,784,409.00	25.43	6,550,954.29

REVENUE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/2016	YTD BALANCE 07/31/2016	2016-17 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 02 - WATER FUND						
CHARGES & FEES						
02-00-310-712	WATER SALES	239,324.00	838,633.37	3,545,000.00	23.66	2,706,366.63
02-00-310-713	WATER PENALTIES	1,400.55	4,658.88	0.00	100.00	(4,658.88)
02-00-310-718	SHUTOFF/NSF FEE	905.00	3,955.00	0.00	100.00	(3,955.00)
	CHARGES & FEES	241,629.55	847,247.25	3,545,000.00	23.90	2,697,752.75
OTHER REVENUE						
02-00-310-714	WATER METER SALES	0.00	365.71	2,600.00	14.07	2,234.29
02-00-310-716	WATER METER READ SALES	179.90	635.85	6,000.00	10.60	5,364.15
02-00-310-717	OTHER REVENUE	0.00	0.00	1,000.00	0.00	1,000.00
	OTHER REVENUE	179.90	1,001.56	9,600.00	10.43	8,598.44
NON-OPERATING						
02-00-320-108	INTEREST INCOME	302.55	864.70	1,000.00	86.47	135.30
02-00-320-713	WATER CONNECTION FEES	0.00	0.00	3,000.00	0.00	3,000.00
	NON-OPERATING	302.55	864.70	4,000.00	21.62	3,135.30
Fund 02 - WATER FUND:						
	TOTAL REVENUES	242,112.00	849,113.51	3,558,600.00	23.86	2,709,486.49
Fund 03 - HOTEL/MOTEL TAX FUND						
OTHER TAXES						
03-00-310-205	HOTEL/MOTEL TAX	22,891.27	62,503.60	243,000.00	25.72	180,496.40
	OTHER TAXES	22,891.27	62,503.60	243,000.00	25.72	180,496.40
NON-OPERATING						
03-00-320-108	INTEREST INCOME	20.99	58.00	30.00	193.33	(28.00)
	NON-OPERATING	20.99	58.00	30.00	193.33	(28.00)
Fund 03 - HOTEL/MOTEL TAX FUND:						
	TOTAL REVENUES	22,912.26	62,561.60	243,030.00	25.74	180,468.40
Fund 04 - MOTOR FUEL TAX FUND						
OTHER TAXES						
04-00-310-216	MFT RECEIPTS	12,172.69	50,910.41	221,186.00	23.02	170,275.59
	OTHER TAXES	12,172.69	50,910.41	221,186.00	23.02	170,275.59
NON-OPERATING						
04-00-320-108	INTEREST INCOME	141.69	380.67	150.00	253.78	(230.67)

REVENUE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/2016	YTD BALANCE 07/31/2016	2016-17 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 04 - MOTOR FUEL TAX FUND						
NON-OPERATING		141.69	380.67	150.00	253.78	(230.67)
Fund 04 - MOTOR FUEL TAX FUND:						
TOTAL REVENUES		12,314.38	51,291.08	221,336.00	23.17	170,044.92
Fund 06 - SSA ONE BOND & INTEREST FUND						
PROPERTY TAX		0.00	158,298.56	319,485.00	49.55	161,186.44
06-00-310-101	PROPERTY TAX RECEIPTS	0.00	158,298.56	319,485.00	49.55	161,186.44
PROPERTY TAX						
NON-OPERATING		22.27	25.63	35.00	73.23	9.37
06-00-320-108	INTEREST INCOME	22.27	25.63	35.00	73.23	9.37
NON-OPERATING		22.27	25.63	35.00	73.23	9.37
Fund 06 - SSA ONE BOND & INTEREST FUND:						
TOTAL REVENUES		22.27	158,324.19	319,520.00	49.55	161,195.81
Fund 07 - POLICE PENSION FUND						
OTHER REVENUE		61,985.38	185,956.14	805,810.00	23.08	619,853.86
07-00-310-607	VILLAGE CONTRIBUTION	16,157.85	46,968.75	202,140.00	23.24	155,171.25
07-00-310-906	POLICE CONTRIBUTIONS	78,143.23	232,924.89	1,007,950.00	23.11	775,025.11
OTHER REVENUE						
NON-OPERATING		61,886.14	103,371.08	500,000.00	20.67	396,628.92
07-00-320-108	INTEREST INCOME	(20,004.75)	(9,541.61)	0.00	100.00	9,541.61
07-00-320-110	UNREALIZED GAIN OR LOSS ON INVESTME	94,567.28	94,567.28	0.00	100.00	(94,567.28)
07-00-320-111	GAIN/LOSS ON INVESTMENTS	136,448.67	188,396.75	500,000.00	37.68	311,603.25
NON-OPERATING						
Fund 07 - POLICE PENSION FUND:						
TOTAL REVENUES		214,591.90	421,321.64	1,507,950.00	27.94	1,086,628.36
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND						
NON-OPERATING		0.00	0.00	931,460.00	0.00	931,460.00
09-00-320-105	IEPA LOAN PROCEEDS	112.51	314.93	50.00	629.86	(264.93)
09-00-320-108	INTEREST INCOME					

REVENUE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/2016	YTD BALANCE 07/31/2016	2016-17 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND						
NON-OPERATING		112.51	314.93	931,510.00	0.03	931,195.07
TRANSFERS IN 09-00-330-102	TRANSFER FROM WATER	100,000.00	100,000.00	100,000.00	100.00	0.00
TRANSFERS IN		100,000.00	100,000.00	100,000.00	100.00	0.00
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND:						
TOTAL REVENUES		100,112.51	100,314.93	1,031,510.00	9.73	931,195.07
Fund 10 - CAPITAL PROJECT FUND						
NON-OPERATING 10-00-320-108	INTEREST INCOME	29.29	80.91	0.00	100.00	(80.91)
NON-OPERATING		29.29	80.91	0.00	100.00	(80.91)
Fund 10 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		29.29	80.91	0.00	100.00	(80.91)
Fund 11 - DEBT SERVICE FUND						
NON-OPERATING 11-00-320-108	INTEREST INCOME	15.27	29.77	0.00	100.00	(29.77)
NON-OPERATING		15.27	29.77	0.00	100.00	(29.77)
TRANSFERS IN 11-00-330-101	TRANSFER FROM GENERAL FUND	0.00	105,897.50	278,979.00	37.96	173,081.50
11-00-330-102	TRANSFER FROM WATER	0.00	7,717.50	47,051.00	16.40	39,333.50
TRANSFERS IN		0.00	113,615.00	326,030.00	34.85	212,415.00
Fund 11 - DEBT SERVICE FUND:						
TOTAL REVENUES		15.27	113,644.77	326,030.00	34.86	212,385.23
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &						
NON-OPERATING 14-00-320-108	INTEREST INCOME	888.06	2,497.96	500.00	499.59	(1,997.96)
NON-OPERATING		888.06	2,497.96	500.00	499.59	(1,997.96)

REVENUE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/2016	YTD BALANCE 07/31/2016	2016-17 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & TRANSFERS IN						
14-00-330-101	TRANSFER FROM GENERAL FUND	0.00	0.00	25,000.00	0.00	25,000.00
	TRANSFERS IN	0.00	0.00	25,000.00	0.00	25,000.00

Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & :

TOTAL REVENUES

888.06 2,497.96 25,500.00 9.80 23,002.04

TOTAL REVENUES - ALL FUNDS

1,312,314.27 3,992,605.30 16,017,885.00 100.00 12,025,279.70

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	APPROP. AVAIL.			
Fund 01 - GENERAL FUND								
Dept 05-VILLAGE BOARD & CLERK								
GENERAL MANAGEMENT								
01-05-400-147	EMPLOYEE BENEFITS - MEDICA	58.72	168.84	687.00	24.58	518.16	1,374.00	1,205.16
01-05-400-161	SOCIAL SECURITY/FICA	250.94	721.82	2,939.00	24.56	2,217.18	5,878.00	5,156.18
01-05-410-101	SALARIES PRESIDENT & VILLAG	3,100.00	8,800.00	40,200.00	21.89	31,400.00	80,400.00	71,600.00
01-05-410-125	SALARY - VILLAGE CLERK	600.00	1,800.00	7,200.00	25.00	5,400.00	14,400.00	12,600.00
01-05-410-141	LIFE INS BENEFIT -APPOINTED/	76.69	233.11	1,300.00	17.93	1,066.89	2,600.00	2,366.89
01-05-410-201	PHONE - TELEPHONES	60.81	121.58	720.00	16.89	598.42	1,440.00	1,318.42
01-05-410-301	OFFICE SUPPLIES	0.00	0.00	750.00	0.00	750.00	1,500.00	1,500.00
01-05-410-303	FUEL/MILEAGE/WASH	0.00	0.00	100.00	0.00	100.00	200.00	200.00
01-05-410-304	SCHOOLS/CONFERENCES/TRA	0.00	1,005.00	5,310.00	18.93	4,305.00	10,620.00	9,615.00
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	42.00	327.00	2,008.00	16.28	1,681.00	4,016.00	3,689.00
01-05-410-308	WELLNESS	0.00	0.00	600.00	0.00	600.00	1,200.00	1,200.00
GENERAL MANAGEMENT		4,189.16	13,177.35	61,814.00	21.32	48,636.65	123,628.00	110,450.65
COMMUNITY RELATIONS								
01-05-420-365	PUBLIC RELATIONS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
COMMUNITY RELATIONS		0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
Total Dept 05-VILLAGE BOARD & CLERK		4,189.16	13,177.35	62,314.00	21.15	49,136.65	124,628.00	111,450.65
Dept 07-BOARD OF POLICE COMMISSIONERS								
ADMINISTRATION								
01-07-435-104	PART TIME - CLERICAL	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-07-435-148	LIFE INS BENEFIT -APPOINTED/	25.48	83.88	565.00	14.85	481.12	1,130.00	1,046.12
01-07-435-239	FEES - BOPC ATTORNEY	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00
01-07-435-301	OFFICE SUPPLIES	0.00	0.00	100.00	0.00	100.00	200.00	200.00
01-07-435-302	PRINTING & PUBLISHING	65.16	65.16	1,000.00	6.52	934.84	2,000.00	1,934.84
01-07-435-304	SCHOOLS/CONFERENCES/TRA	0.00	60.00	0.00	100.00	(60.00)	0.00	(60.00)
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-07-435-311	POSTAGE & METER RENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
ADMINISTRATION		90.64	209.04	9,165.00	2.28	8,955.96	18,330.00	18,120.96
OTHER								
01-07-440-542	EXAMS - WRITTEN	0.00	0.00	8,000.00	0.00	8,000.00	16,000.00	16,000.00
01-07-440-543	EXAMS - PHYSICAL	0.00	212.00	700.00	30.29	488.00	1,400.00	1,188.00
01-07-440-544	EXAMS - PSYCHOLOGICAL	0.00	0.00	3,500.00	0.00	3,500.00	7,000.00	7,000.00
01-07-440-545	EXAMS - POLYGRAPH	160.00	660.00	1,000.00	66.00	340.00	2,000.00	1,340.00
OTHER		160.00	872.00	13,200.00	6.61	12,328.00	26,400.00	25,528.00
Total Dept 07-BOARD OF POLICE COMMISSIONERS		250.64	1,081.04	22,365.00	4.83	21,283.96	44,730.00	43,648.96
Dept 10-ADMINISTRATION								
GENERAL MANAGEMENT								
01-10-400-147	EMPLOYEE BENEFITS - MEDICA	266.68	833.62	3,426.00	24.33	2,592.38	6,852.00	6,018.38

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
		MONTH 07/31/16	MONTH 07/31/2016					
Fund 01 - GENERAL FUND								
01-10-400-151	IMRF	3,141.89	9,707.53	40,107.00	24.20	30,399.47	80,214.00	70,506.47
01-10-400-161	SOCIAL SECURITY/FICA	1,121.65	3,545.69	11,715.00	30.27	8,169.31	23,430.00	19,884.31
01-10-455-101	SALARIES - MANAGEMENT STA	6,379.11	20,732.07	82,929.00	25.00	62,196.93	165,858.00	145,125.93
01-10-455-102	OVERTIME	349.70	1,824.06	5,000.00	36.48	3,175.94	10,000.00	8,175.94
01-10-455-106	ASST TO VILLAGE ADMINISTRA	5,033.92	15,101.76	65,439.00	23.08	50,337.24	130,878.00	115,776.24
01-10-455-107	ADMINISTRATIVE INTERN	738.00	2,669.86	10,234.00	26.09	7,564.14	20,468.00	17,798.14
01-10-455-126	SALARIES - CLERICAL	5,592.64	16,777.92	72,704.00	23.08	55,926.08	145,408.00	128,630.08
01-10-455-131	PERSONNEL RECRUITMENT	0.00	0.00	550.00	0.00	550.00	1,100.00	1,100.00
01-10-455-141	EMPLOYEE BENEFIT - MEDICAL	2,673.74	5,422.78	29,219.00	18.56	23,796.22	58,438.00	53,015.22
01-10-455-144	EMPLOYEE BENEFIT - UNEMPL	17.98	17.98	213.00	8.44	195.02	426.00	408.02
01-10-455-201	PHONE - TELEPHONES	2,469.93	3,589.61	13,260.00	27.07	9,670.39	26,520.00	22,930.39
01-10-455-266	CODIFY ORDINANCES	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00
01-10-455-301	OFFICE SUPPLIES	676.17	1,340.97	10,000.00	13.41	8,659.03	20,000.00	18,659.03
01-10-455-302	PRINTING & PUBLISHING	78.36	78.36	3,000.00	2.61	2,921.64	6,000.00	5,921.64
01-10-455-303	FUEL/MILEAGE/WASH	102.05	241.20	2,800.00	8.61	2,558.80	5,600.00	5,358.80
01-10-455-304	SCHOOLS/CONFERENCES/TRA	0.00	103.04	5,116.00	2.01	5,012.96	10,232.00	10,128.96
01-10-455-305	STRATEGIC PLANNING	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	294.48	9,096.70	15,010.00	60.60	5,913.30	30,020.00	20,923.30
01-10-455-311	POSTAGE & METER RENT	(8.27)	482.03	6,955.00	6.93	6,472.97	13,910.00	13,427.97
01-10-455-315	COPY SERVICE	850.14	1,684.03	4,000.00	42.10	2,315.97	8,000.00	6,315.97
01-10-455-355	COMMISSARY PROVISION	64.63	64.63	1,500.00	4.31	1,435.37	3,000.00	2,935.37
01-10-455-409	MAINTENANCE - VEHICLES	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-10-455-411	MAINTENANCE - EQUIPMENT	0.00	0.00	750.00	0.00	750.00	1,500.00	1,500.00
GENERAL MANAGEMENT		29,842.80	93,313.84	389,927.00	23.93	296,613.16	779,854.00	686,540.16
COMMUNITY RELATIONS								
01-10-475-365	PUBLIC RELATIONS	436.16	1,313.44	10,000.00	13.13	8,686.56	20,000.00	18,686.56
01-10-475-366	NEWSLETTER	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-10-475-370	MEALS-ON-WHEELS	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-10-475-372	SENIOR CITIZEN TAXI PROGRA	0.00	250.00	1,200.00	20.83	950.00	2,400.00	2,150.00
COMMUNITY RELATIONS		436.16	1,563.44	15,200.00	10.29	13,636.56	30,400.00	28,836.56
CAPITAL IMPROVEMENTS								
01-10-485-602	BUILDING IMPROVEMENTS	0.00	0.00	52,500.00	0.00	52,500.00	105,000.00	105,000.00
01-10-485-611	FURNITURE & OFFICE EQUIPME	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
01-10-485-641	EDP EQUIPMENT	1,798.00	6,577.95	16,399.00	40.11	9,821.05	32,798.00	26,220.05
01-10-485-642	PEG CHANNEL EQUIPMENT	0.00	0.00	8,000.00	0.00	8,000.00	16,000.00	16,000.00
01-10-485-643	9/11 ARTIFACT	0.00	0.00	20,000.00	0.00	20,000.00	40,000.00	40,000.00
CAPITAL IMPROVEMENTS		1,798.00	6,577.95	99,399.00	6.62	92,821.05	198,798.00	192,220.05
DATA PROCESSING								
01-10-460-212	EDP SOFTWARE	317.39	1,397.05	3,784.00	36.92	2,386.95	7,568.00	6,170.95
01-10-460-305	PERSONNEL TRAINING	0.00	0.00	250.00	0.00	250.00	500.00	500.00
01-10-460-331	OPERATING SUPPLIES	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
DATA PROCESSING		317.39	1,397.05	4,534.00	30.81	3,136.95	9,068.00	7,670.95
BUILDINGS								
01-10-466-228	MAINTENANCE - BUILDING	4,194.97	13,992.64	58,773.00	23.81	44,780.36	117,546.00	103,553.36

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. BALANCE	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
01-15-510-307	FEES/DUES/SUBSCRIPTIONS	0.00	517.15	800.00	64.64	282.85	1,600.00	1,082.85
01-15-510-311	POSTAGE & METER RENT	0.00	0.00	750.00	0.00	750.00	1,500.00	1,500.00
01-15-510-340	PLAN COMMISSION COMPENSA	58.45	175.23	650.00	26.96	474.77	1,300.00	1,124.77
01-15-510-401	OPERATING EQUIPMENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
GENERAL MANAGEMENT		4,285.14	12,444.05	85,957.00	14.48	73,512.95	171,914.00	159,469.95
CAPITAL IMPROVEMENTS								
01-15-540-641	EDP NEW EQUIPMENT	0.00	1,004.98	2,400.00	41.87	1,395.02	4,800.00	3,795.02
CAPITAL IMPROVEMENTS		0.00	1,004.98	2,400.00	41.87	1,395.02	4,800.00	3,795.02
DATA PROCESSING								
01-15-515-212	EDP SOFTWARE	0.00	307.49	450.00	68.33	142.51	900.00	592.51
01-15-515-305	EDP PERSONNEL TRAINING	0.00	0.00	1,350.00	0.00	1,350.00	2,700.00	2,700.00
01-15-515-306	CONSULTING SERVICES	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
DATA PROCESSING		0.00	307.49	3,300.00	9.32	2,992.51	6,600.00	6,292.51
ENGINEERING								
01-15-520-229	RENT - MEETING ROOM	0.00	0.00	250.00	0.00	250.00	500.00	500.00
01-15-520-245	FEES - ENGINEERING	1,045.00	1,130.00	3,000.00	37.67	1,870.00	6,000.00	4,870.00
01-15-520-246	FEES - COURT REPORTER	0.00	1,514.33	2,000.00	75.72	485.67	4,000.00	2,485.67
01-15-520-254	PLAN REVIEW - ENGINEERING	1,488.47	9,873.97	10,000.00	98.74	126.03	20,000.00	10,126.03
01-15-520-257	PLAN REVIEW - PLANNER	15,629.39	31,672.07	75,000.00	42.23	43,327.93	150,000.00	118,327.93
01-15-520-258	PLAN REVIEW - TRAFFIC CONS	0.00	224.10	7,200.00	3.11	6,975.90	14,400.00	14,175.90
ENGINEERING		18,162.86	44,414.47	97,450.00	45.58	53,035.53	194,900.00	150,485.53
RISK MANAGEMENT								
01-15-535-273	SELF INSURANCE - DEDUCTIBL	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
RISK MANAGEMENT		0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
Total Dept 15-PLANNING & ECONOMIC DEVELOPMEN		22,448.00	58,170.99	191,607.00	30.36	133,436.01	383,214.00	325,043.01
Dept 20-PARKS & RECREATION								
CAPITAL IMPROVEMENTS								
01-20-595-641	EDP EQUIPMENT	0.00	704.98	1,600.00	44.06	895.02	3,200.00	2,495.02
01-20-595-695	PARK IMPROVEMENTS - NEIGH	850.00	850.00	856,189.00	0.10	855,339.00	1,712,378.00	1,711,528.00
01-20-595-696	COMMUNITY PARK DEVELOPME	0.00	0.00	4,210.00	0.00	4,210.00	8,420.00	8,420.00
CAPITAL IMPROVEMENTS		850.00	1,554.98	861,999.00	0.18	860,444.02	1,723,998.00	1,722,443.02
ADMINISTRATION								
01-20-400-147	EMPLOYEE BENEFITS - MEDICA	74.36	206.10	411.00	50.15	204.90	822.00	615.90
01-20-400-151	IMRF	619.94	2,076.52	4,190.00	49.56	2,113.48	8,380.00	6,303.48
01-20-400-161	SOCIAL SECURITY/FICA	317.99	881.23	1,759.00	50.10	877.77	3,518.00	2,636.77
01-20-550-101	SALARIES - PERMANENT EMPL	3,247.86	8,579.46	27,025.00	31.75	18,445.54	54,050.00	45,470.54
01-20-550-103	PART TIME - PROGRAM SUPER	0.00	0.00	1,350.00	0.00	1,350.00	2,700.00	2,700.00
01-20-550-144	EMPLOYEE BENEFITS - UNEMP	39.50	39.50	97.00	40.72	57.50	194.00	154.50

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 07/31/2016

APPROP. AVAIL.

2016-17

ACTIVITY FOR

MONTH

07/31/16

YTD BALANCE
07/31/2016

% BDGT
USED

ORIGINAL
BUDGET

AVAILABLE
BALANCE

DESCRIPTION

GL NUMBER

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	% BDGT USED	ORIGINAL BUDGET	AVAILABLE BALANCE	APPROP. AVAIL.
Fund 01 - GENERAL FUND							
01-20-550-148	LIFE INS BENEFIT -APPOINTED/	84.18	252.38	23.90	1,056.00	803.62	2,112.00
01-20-550-201	EMERGENCY TELEPHONE LINE	0.00	0.00	0.00	100.00	100.00	200.00
01-20-550-301	OFFICE SUPPLIES	0.00	32.37	16.19	200.00	167.63	400.00
01-20-550-302	PRINTING & PUBLISHING	0.00	3,871.96	164.07	2,360.00	(1,511.96)	4,720.00
01-20-550-303	FUEL/MILEAGE/WASH	0.00	0.00	0.00	266.00	266.00	532.00
01-20-550-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	0.00	325.00	325.00	650.00
01-20-550-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	0.00	275.00	275.00	550.00
01-20-550-311	POSTAGE & METER RENT	0.00	0.00	0.00	5,969.00	5,969.00	11,938.00
ADMINISTRATION		4,383.83	15,939.52	35.12	45,383.00	29,443.48	90,766.00
DATA PROCESSING							
01-20-555-212	EDP SOFTWARE	0.00	204.99	68.33	300.00	95.01	600.00
01-20-555-306	CONSULTING SERVICES	0.00	0.00	0.00	15,000.00	15,000.00	30,000.00
DATA PROCESSING		0.00	204.99	1.34	15,300.00	15,095.01	30,600.00
RISK MANAGEMENT							
01-20-560-273	SELF INSURANCE - DEDUCTIBL	0.00	0.00	0.00	2,500.00	2,500.00	5,000.00
RISK MANAGEMENT		0.00	0.00	0.00	2,500.00	2,500.00	5,000.00
LANDSCAPING							
01-20-565-245	FEES - ENGINEERING	0.00	0.00	0.00	1,000.00	1,000.00	2,000.00
01-20-565-341	PARK LANDSCAPE SUPPLIES	1,475.91	3,362.41	21.69	15,500.00	12,137.59	31,000.00
01-20-565-342	LANDSCAPE MAINTENANCE SE	5,162.10	14,030.92	22.28	62,983.00	48,952.08	125,966.00
01-20-565-352	REIMB EXPENSES - MEMORIAL	0.00	0.00	0.00	3,500.00	3,500.00	7,000.00
LANDSCAPING		6,638.01	17,393.33	20.96	82,983.00	65,589.67	165,966.00
MAINTENANCE							
01-20-570-102	OVERTIME	969.70	4,326.27	61.80	7,000.00	2,673.73	14,000.00
01-20-570-103	PART TIME - LABOR	913.66	1,349.11	13.38	10,080.00	8,730.89	20,160.00
01-20-570-234	RENT - EQUIPMENT	97.00	456.00	50.28	907.00	451.00	1,814.00
01-20-570-279	TRASH REMOVAL	0.00	0.00	0.00	155.00	155.00	310.00
01-20-570-281	CONTRACTED MAINTENANCE	0.00	12,983.74	50.82	25,550.00	12,566.26	51,100.00
01-20-570-331	MAINTENANCE SUPPLIES	1,813.63	2,922.80	25.75	11,350.00	8,427.20	22,700.00
01-20-570-345	UNIFORMS	0.00	0.00	0.00	200.00	200.00	400.00
MAINTENANCE		3,793.99	22,037.92	39.89	55,242.00	33,204.08	110,484.00
SUMMER PROGRAM							
01-20-575-111	RECREATION INSTRUCTORS	0.00	0.00	0.00	2,253.00	2,253.00	4,506.00
01-20-575-119	SUMMER PROGRAM MATERIAL	1,383.52	2,290.13	31.61	7,244.00	4,953.87	14,488.00
01-20-575-517	SENIORS PROGRAM	0.00	0.00	0.00	4,667.00	4,667.00	9,334.00
SUMMER PROGRAM		1,383.52	2,290.13	16.17	14,164.00	11,873.87	28,328.00
FALL PROGRAM							
01-20-580-111	RECREATION INSTRUCTORS	0.00	0.00	0.00	442.00	442.00	884.00
01-20-580-118	FALL PROGRAM MATERIALS & S	0.00	0.00	0.00	54.00	54.00	108.00
01-20-580-517	SENIORS PROGRAM	0.00	0.00	0.00	4,667.00	4,667.00	9,334.00
FALL PROGRAM		0.00	0.00	0.00	5,163.00	5,163.00	10,326.00

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 01 - GENERAL FUND								
WINTER PROGRAM								
01-20-585-112	RECREATION INSTRUCTORS	0.00	0.00	500.00	500.00	0.00	500.00	1,000.00
01-20-585-121	WINTER PROGRAM MATERIALS	0.00	0.00	6,429.00	6,429.00	0.00	6,429.00	12,858.00
01-20-585-150	CHILDRENS SPECIAL EVENTS -	0.00	0.00	2,597.00	2,597.00	0.00	2,597.00	5,194.00
01-20-585-151	FAMILY SPECIAL EVENT - MOVI	149.00	902.00	1,361.00	1,361.00	66.27	459.00	1,820.00
01-20-585-152	FAMILY SPECIAL EVENT - TREE	0.00	0.00	7,500.00	7,500.00	0.00	7,500.00	15,000.00
01-20-585-153	FAMILY SPECIAL EVENT - BACK	0.00	0.00	3,184.00	3,184.00	0.00	3,184.00	6,368.00
01-20-585-154	FAMILY SPECIAL EVENT - RACE	152.89	10,358.76	21,000.00	21,000.00	49.33	10,641.24	42,000.00
01-20-585-232	RENT - FACILITY	0.00	0.00	300.00	300.00	0.00	300.00	600.00
01-20-585-517	SENIORS PROGRAM	0.00	0.00	4,667.00	4,667.00	0.00	4,667.00	9,334.00
WINTER PROGRAM		301.89	11,260.76	47,538.00	47,538.00	23.69	36,277.24	95,076.00
SPRING PROGRAM		0.00	0.00	289.00	289.00	0.00	289.00	578.00
01-20-586-112	RECREATION INSTRUCTORS -S	0.00	0.00	289.00	289.00	0.00	289.00	578.00
01-20-586-121	SPRING PROGRAM MATERIALS	0.00	0.00	170.00	170.00	0.00	170.00	340.00
SPRING PROGRAM		0.00	0.00	459.00	459.00	0.00	459.00	918.00
SPECIAL RECREATION								
01-20-590-518	SPECIAL RECREATION ASSOC	0.00	18,522.19	37,045.00	37,045.00	50.00	18,522.81	74,090.00
01-20-590-520	ADA RECREATION ACCOMMOD	0.00	0.00	11,175.00	11,175.00	0.00	11,175.00	22,350.00
01-20-590-521	ADA PARK IMPROVEMENTS	0.00	0.00	66,492.00	66,492.00	0.00	66,492.00	132,984.00
SPECIAL RECREATION		0.00	18,522.19	114,712.00	114,712.00	16.15	96,189.81	229,424.00
Total Dept 20-PARKS & RECREATION		17,351.24	89,203.82	1,245,443.00	1,245,443.00	7.16	1,156,239.18	2,490,886.00
Dept 25-FINANCE DEPARTMENT								
GENERAL MANAGEMENT								
01-25-400-147	EMPLOYEE BENEFITS - MEDICA	243.49	741.50	3,253.00	3,253.00	22.79	2,511.50	6,506.00
01-25-400-151	IMRF	2,699.22	8,214.54	33,171.00	33,171.00	24.76	24,956.46	66,342.00
01-25-400-161	SOCIAL SECURITY/FICA	1,041.14	3,170.58	13,505.00	13,505.00	23.48	10,334.42	27,010.00
01-25-610-101	SALARIES	9,619.36	28,858.08	125,050.00	125,050.00	23.08	96,191.92	250,100.00
01-25-610-102	OVERTIME	163.99	1,161.79	1,500.00	1,500.00	77.45	338.21	3,000.00
01-25-610-104	PART TIME - CLERICAL	1,780.46	5,459.88	23,911.00	23,911.00	22.83	18,451.12	47,822.00
01-25-610-126	SALARIES - CLERICAL	5,684.96	17,054.88	73,904.00	73,904.00	23.08	56,849.12	147,808.00
01-25-610-141	EMPLOYEE BENEFIT - MEDICAL	2,173.48	6,417.40	26,074.00	26,074.00	24.61	19,656.60	52,148.00
01-25-610-144	EMPLOYEE BENEFIT - UNEMPL	35.11	35.11	274.00	274.00	12.81	238.89	548.00
01-25-610-301	OFFICE SUPPLIES	8.98	723.78	3,730.00	3,730.00	19.40	3,006.22	7,460.00
01-25-610-302	PRINTING & PUBLISHING	0.00	0.00	1,150.00	1,150.00	0.00	1,150.00	2,300.00
01-25-610-303	FUEL/MILEAGE/WASH	0.00	0.00	200.00	200.00	0.00	200.00	400.00
01-25-610-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	4,225.00	4,225.00	0.00	4,225.00	8,450.00
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	510.42	755.88	2,015.00	2,015.00	37.51	1,259.12	4,030.00
01-25-610-311	POSTAGE & METER RENT	0.00	0.00	600.00	600.00	0.00	600.00	1,200.00
GENERAL MANAGEMENT		23,960.61	72,593.42	312,562.00	312,562.00	23.23	239,968.58	625,124.00
CAPITAL IMPROVEMENTS								
01-25-625-611	FURNITURE & OFFICE EQUIPME	0.00	350.00	0.00	0.00	100.00	(350.00)	0.00
CAPITAL IMPROVEMENTS		0.00	350.00	0.00	0.00	100.00	(350.00)	0.00
Total		41,263.13	161,147.18	6,802,867.00	6,802,867.00	10.11	5,112,107.76	10,216,634.00

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 01 - GENERAL FUND								
01-25-625-641	EDP EQUIPMENT	0.00	1,904.96	4,800.00	4,800.00	39.69	2,895.04	7,695.04
CAPITAL IMPROVEMENTS		0.00	2,254.96	4,800.00	4,800.00	46.98	2,545.04	7,345.04
DATA PROCESSING								
01-25-615-212	EDP SOFTWARE	1,568.62	5,903.59	37,505.00	37,505.00	15.74	31,601.41	69,106.41
01-25-615-213	VILLAGE-WIDE IT SOFTWARE/LI	0.00	0.00	6,711.00	6,711.00	0.00	6,711.00	13,422.00
01-25-615-263	MAINTENANCE - OFFICE MACHI	0.00	0.00	500.00	500.00	0.00	500.00	1,000.00
01-25-615-305	PERSONNEL TRAINING	0.00	0.00	500.00	500.00	0.00	500.00	1,000.00
01-25-615-306	IT - CONSULTING SERVICES	0.00	25,000.00	25,000.00	25,000.00	100.00	0.00	25,000.00
01-25-615-307	ERP CONSULTING SERVICES	384.20	684.20	0.00	0.00	100.00	(684.20)	0.00
01-25-615-331	OPERATING SUPPLIES	84.70	157.87	500.00	500.00	31.57	342.13	842.13
DATA PROCESSING		2,027.52	31,745.66	70,716.00	70,716.00	44.89	38,970.34	109,686.34
FINANCIAL AUDIT								
01-25-620-251	AUDIT SERVICES	0.00	3,800.00	25,031.00	25,031.00	15.18	21,231.00	46,262.00
01-25-620-252	FINANCIAL SERVICES	1,000.00	2,170.00	4,840.00	4,840.00	44.83	2,670.00	7,510.00
FINANCIAL AUDIT		1,000.00	5,970.00	29,871.00	29,871.00	19.99	23,901.00	53,772.00
Total Dept 25-FINANCE DEPARTMENT		26,988.13	112,564.04	417,949.00	417,949.00	26.93	305,384.96	723,333.96
Dept 30-POLICE DEPARTMENTS								
CAPITAL IMPROVEMENTS								
01-30-680-611	FURNITURE & OFFICE EQUIPME	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	10,000.00
01-30-680-625	NEW VEHICLES	275.00	101,140.16	130,000.00	130,000.00	77.80	28,859.84	158,859.84
01-30-680-641	EDP NEW EQUIPMENT	200.00	12,154.71	20,797.00	20,797.00	58.44	8,642.29	29,439.29
CAPITAL IMPROVEMENTS		475.00	113,294.87	155,797.00	155,797.00	72.72	42,502.13	198,299.13
ADMINISTRATION								
01-30-400-147	EMPLOYEE BENEFITS - MEDICA	3,088.01	9,448.89	38,004.00	38,004.00	24.86	28,555.11	66,559.11
01-30-400-151	IMRF	2,398.68	7,141.99	30,848.00	30,848.00	23.15	23,706.01	54,554.01
01-30-400-161	SOCIAL SECURITY/FICA	934.27	2,834.42	12,343.00	12,343.00	22.96	9,508.58	21,851.58
01-30-630-101	SALARIES - PERMANENT EMPL	160,014.32	520,821.10	2,156,912.00	2,156,912.00	24.15	1,636,090.90	3,793,002.90
01-30-630-102	OVERTIME	44,615.76	110,373.29	285,000.00	285,000.00	38.73	174,626.71	459,626.71
01-30-630-103	OVERTIME - SPECIAL DETAIL &	0.00	0.00	23,000.00	23,000.00	0.00	23,000.00	46,000.00
01-30-630-104	PART TIME - CLERICAL	1,857.88	5,754.52	25,202.00	25,202.00	22.83	19,447.48	50,404.00
01-30-630-106	ACCREDITATION MANAGER	0.00	0.00	12,245.00	12,245.00	0.00	12,245.00	24,490.00
01-30-630-126	SALARIES - CLERICAL	12,760.17	38,280.49	165,880.00	165,880.00	23.08	127,599.51	331,760.00
01-30-630-127	OVERTIME - CLERICAL	706.22	1,823.27	8,000.00	8,000.00	22.79	6,176.73	16,000.00
01-30-630-141	EMPLOYEE BENEFIT - MEDICAL	28,675.46	85,527.30	318,338.00	318,338.00	26.87	232,810.70	636,676.00
01-30-630-144	EMPLOYEE BENEFIT - UNEMPL	73.72	73.72	1,985.00	1,985.00	3.71	1,911.28	3,896.28
01-30-630-155	POLICE PENSION	61,985.38	185,956.14	805,810.00	805,810.00	23.08	619,853.86	1,611,620.00
01-30-630-201	PHONE - TELEPHONES	3,023.15	4,881.61	28,000.00	28,000.00	17.43	23,118.39	51,118.39
01-30-630-202	ACCREDITATION	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	10,000.00
01-30-630-238	FIAT	0.00	3,500.00	3,500.00	3,500.00	100.00	0.00	7,000.00
01-30-630-241	FEES - FIELD COURT ATTORNE	0.00	0.00	12,000.00	12,000.00	0.00	12,000.00	24,000.00
01-30-630-242	DUPAGE CHILDREN'S CENTER	3,000.00	3,000.00	3,000.00	3,000.00	100.00	0.00	6,000.00

EXPENDITURE REPORT FOR WILLOWBROOK
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GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
		MONTH 07/31/16	MONTH 07/31/16		ORIGINAL BUDGET	BUDGET				
Fund 01 - GENERAL FUND										
01-30-630-245	FIRING RANGE	1,016.28	1,016.28	1,016.28	2,000.00	50.81	983.72	4,000.00	2,983.72	
01-30-630-246	RED LIGHT - ADJUDICATOR	1,012.65	1,012.65	1,012.65	7,000.00	14.47	5,987.35	14,000.00	12,987.35	
01-30-630-247	RED LIGHT - CAMERA FEES	0.00	13,485.00	13,485.00	269,700.00	5.00	256,215.00	539,400.00	525,915.00	
01-30-630-248	RED LIGHT - COM ED	81.19	305.36	305.36	2,400.00	12.72	2,094.64	4,800.00	4,494.64	
01-30-630-249	RED LIGHT - MISC FEE	122.99	2,995.97	2,995.97	14,000.00	21.40	11,004.03	28,000.00	25,004.03	
01-30-630-301	OFFICE SUPPLIES	781.67	1,296.85	1,296.85	6,600.00	19.65	5,303.15	13,200.00	11,903.15	
01-30-630-302	PRINTING & PUBLISHING	129.20	798.76	798.76	5,450.00	14.66	4,651.24	10,900.00	10,101.24	
01-30-630-303	FUEL/MILEAGE/WASH	4,319.19	8,585.58	8,585.58	92,300.00	9.30	83,714.42	184,600.00	176,014.42	
01-30-630-304	SCHOOLS/CONFERENCES/TRA	899.00	2,021.90	2,021.90	25,000.00	8.09	22,978.10	50,000.00	47,978.10	
01-30-630-305	TUITION REIMBURSEMENT	0.00	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00	
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	227.90	8,772.23	8,772.23	12,500.00	70.18	3,727.77	25,000.00	16,227.77	
01-30-630-308	CADET PROGRAM	0.00	287.50	287.50	4,000.00	7.19	3,712.50	8,000.00	7,712.50	
01-30-630-311	POSTAGE & METER RENT	0.00	476.97	476.97	4,000.00	11.92	3,523.03	8,000.00	7,523.03	
01-30-630-315	COPY SERVICE	241.80	501.24	501.24	4,000.00	12.53	3,498.76	8,000.00	7,498.76	
01-30-630-331	OPERATING SUPPLIES	0.00	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00	
01-30-630-345	UNIFORMS	1,678.45	3,441.70	3,441.70	29,000.00	11.87	25,558.30	58,000.00	54,558.30	
01-30-630-346	AMMUNITION	0.00	0.00	0.00	12,000.00	0.00	12,000.00	24,000.00	24,000.00	
01-30-630-401	OPERATING EQUIPMENT	1,385.45	4,402.35	4,402.35	23,000.00	19.14	18,597.65	46,000.00	41,597.65	
01-30-630-405	FURNITURE & OFFICE EQUIPME	0.00	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00	
01-30-630-409	MAINTENANCE - VEHICLES	2,760.49	5,357.50	5,357.50	72,000.00	7.44	66,642.50	144,000.00	138,642.50	
01-30-630-421	MAINTENANCE - RADIO EQUIPM	0.00	0.00	0.00	6,300.00	0.00	6,300.00	12,600.00	12,600.00	
ADMINISTRATION		337,789.28	1,034,174.58	1,034,174.58	4,531,817.00	22.82	3,497,642.42	9,063,634.00	8,029,459.42	
DATA PROCESSING										
01-30-640-212	EDP SOFTWARE	0.00	3,484.83	3,484.83	10,500.00	33.19	7,015.17	21,000.00	17,515.17	
01-30-640-263	EDP EQUIPMENT MAINTENANC	0.00	0.00	0.00	11,000.00	0.00	11,000.00	22,000.00	22,000.00	
01-30-640-306	CONSULTING SERVICES	0.00	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00	
DATA PROCESSING		0.00	3,484.83	3,484.83	23,000.00	15.15	19,515.17	46,000.00	42,515.17	
RISK MANAGEMENT										
01-30-645-273	SELF INSURANCE - DEDUCTIBL	4,989.11	5,142.19	5,142.19	12,500.00	41.14	7,357.81	25,000.00	19,857.81	
RISK MANAGEMENT		4,989.11	5,142.19	5,142.19	12,500.00	41.14	7,357.81	25,000.00	19,857.81	
PATROL										
01-30-650-268	ANIMAL CONTROL	0.00	0.00	0.00	800.00	0.00	800.00	1,600.00	1,600.00	
01-30-650-343	JAIL SUPPLIES	0.00	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00	
01-30-650-349	DRUG FORFEITURE EXP - FEDE	1,720.00	9,080.00	9,080.00	40,000.00	22.70	30,920.00	80,000.00	70,920.00	
PATROL		1,720.00	9,080.00	9,080.00	41,800.00	21.72	32,720.00	83,600.00	74,520.00	
INVESTIGATIVE										
01-30-655-335	CAMERA SUPPLIES	0.00	0.00	0.00	400.00	0.00	400.00	800.00	800.00	
01-30-655-339	CONFIDENTIAL FUNDS	0.00	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00	
INVESTIGATIVE		0.00	0.00	0.00	1,400.00	0.00	1,400.00	2,800.00	2,800.00	
TRAFFIC SAFETY										
01-30-660-105	PART TIME - CROSSING GUARD	0.00	702.65	702.65	5,049.00	13.92	4,346.35	10,098.00	9,395.35	
TRAFFIC SAFETY		0.00	702.65	702.65	5,049.00	13.92	4,346.35	10,098.00	9,395.35	

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
Fund 01 - GENERAL FUND							
01-35-715-401	OPERATING SUPPLIES & EQUIP	327.81	370.58	5,000.00	7.41	4,629.42	9,629.42
	DATA PROCESSING	432.66	1,095.11	5,450.00	20.09	4,354.89	9,804.89
ENGINEERING							
01-35-720-245	FEES - ENGINEERING	26,057.74	54,840.49	164,623.00	33.31	109,782.51	274,405.51
01-35-720-254	PLAN REVIEW - ENGINEER	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00
ENGINEERING							
		26,057.74	54,840.49	166,123.00	33.01	111,282.51	277,405.51
BUILDINGS							
01-35-725-412	MAINTENANCE - GAS TANKS AN	0.00	8,418.81	8,400.00	100.22	(18.81)	8,381.19
01-35-725-413	MAINTENANCE - GARAGE	1,588.48	1,727.48	3,000.00	57.58	1,272.52	4,272.52
01-35-725-414	MAINTENANCE - SALT BINS	0.00	0.00	500.00	0.00	500.00	1,000.00
01-35-725-415	NICOR GAS	0.00	35.47	4,000.00	0.89	3,964.53	7,964.53
01-35-725-417	SANITARY USER CHARGE	0.00	0.00	200.00	0.00	200.00	400.00
01-35-725-418	MAINTENANCE - PW BUILDING	688.24	3,058.81	8,500.00	35.99	5,441.19	13,941.19
BUILDINGS		2,276.72	13,240.57	24,600.00	53.82	11,359.43	35,959.43
EQUIPMENT REPAIR							
01-35-735-409	MAINTENANCE - VEHICLES	1,084.64	1,608.90	20,000.00	8.04	18,391.10	38,391.10
01-35-735-411	MAINTENANCE - EQUIPMENT	14.99	43.23	4,000.00	1.08	3,956.77	7,956.77
EQUIPMENT REPAIR		1,099.63	1,652.13	24,000.00	6.88	22,347.87	46,347.87
SNOW REMOVAL							
01-35-740-287	SNOW REMOVAL CONTRACT	0.00	0.00	60,000.00	0.00	60,000.00	120,000.00
01-35-740-306	REIMB PERSONAL EXPENSES	0.00	0.00	200.00	0.00	200.00	400.00
01-35-740-411	MAINTENANCE - EQUIPMENT	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00
SNOW REMOVAL		0.00	0.00	66,200.00	0.00	66,200.00	132,400.00
STREET LIGHTING							
01-35-745-207	ENERGY - STREET LIGHTS	1,333.97	4,560.44	16,640.00	27.41	12,079.56	33,280.00
01-35-745-223	MAINTENANCE - STREET LIGHT	8,542.16	11,700.16	15,000.00	78.00	3,299.84	30,000.00
01-35-745-224	MAINTENANCE - TRAFFIC SIGN	0.00	0.00	7,000.00	0.00	7,000.00	14,000.00
STREET LIGHTING		9,876.13	16,260.60	38,640.00	42.08	22,379.40	77,280.00
STORM WATER IMPROVEMENTS							
01-35-750-286	JET CLEANING CULVERT	0.00	0.00	20,000.00	0.00	20,000.00	40,000.00
01-35-750-289	SITE IMPROVEMENTS	0.00	0.00	20,000.00	0.00	20,000.00	40,000.00
01-35-750-290	EQUIPMENT RENTAL	66.41	201.02	5,000.00	4.02	4,798.98	9,798.98
01-35-750-328	STREET & ROW MAINTENANCE	1,151.72	31,333.27	90,000.00	34.81	58,666.73	148,666.73
01-35-750-329	MAINTENANCE - SAW MILL CRE	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00
01-35-750-338	TREE MAINTENANCE	101,754.00	107,487.00	256,640.00	41.88	149,153.00	405,793.00
01-35-750-381	STORM WATER IMPROVEMENT	2,408.00	2,678.72	40,000.00	6.70	37,321.28	77,321.28
STORM WATER IMPROVEMENTS		105,380.13	141,700.01	433,140.00	32.71	291,439.99	724,579.99
STREET MAINTENANCE							
01-35-755-279	TRASH REMOVAL	0.00	0.00	1,250.00	0.00	1,250.00	2,500.00
01-35-755-281	ROUTE 83 BEAUTIFICATION	0.00	11,126.36	49,000.00	22.71	37,873.64	86,873.64

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 01 - GENERAL FUND								
01-35-755-282	REIMB EXP - CONSTRUCTION	0.00	0.00	500.00	500.00	0.00	500.00	1,000.00
01-35-755-283	REIMB EXP - OTHER	0.00	0.00	1,500.00	1,500.00	0.00	1,500.00	3,000.00
01-35-755-284	REIMB EXP - BRUSH PICKUP	9,675.00	9,675.00	20,000.00	20,000.00	48.38	10,325.00	40,000.00
01-35-755-290	EQUIPMENT RENTAL	0.00	0.00	750.00	750.00	0.00	750.00	1,500.00
01-35-755-328	STREET & ROW MAINTENANCE	2,904.19	2,904.19	20,000.00	20,000.00	14.52	17,095.81	40,000.00
01-35-755-331	OPERATING SUPPLIES	0.00	860.00	60,000.00	60,000.00	1.43	59,140.00	120,000.00
01-35-755-332	J.U.I.E.	0.00	1,193.14	2,387.00	2,387.00	49.98	1,193.86	4,774.00
01-35-755-333	ROAD SIGNS	1,594.25	1,825.95	9,000.00	9,000.00	20.29	7,174.05	18,000.00
01-35-755-401	OPERATING EQUIPMENT	0.00	140.99	2,500.00	2,500.00	5.64	2,359.01	5,000.00
	STREET MAINTENANCE	14,173.44	27,725.63	166,887.00	166,887.00	16.61	139,161.37	333,774.00
								306,048.37
	NUISANCE CONTROL							
01-35-760-258	PEST CONTROL	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	2,000.00
01-35-760-259	MOSQUITO ABATEMENT	6,425.00	25,700.00	32,100.00	32,100.00	80.06	6,400.00	64,200.00
	NUISANCE CONTROL	6,425.00	25,700.00	33,100.00	33,100.00	77.64	7,400.00	66,200.00
								40,500.00
	Total Dept 35-PUBLIC WORKS DEPARTMENT	188,217.68	356,476.23	1,554,661.00	1,554,661.00	22.93	1,198,184.77	3,109,322.00
								2,752,845.77
Dept 40-BUILDING & ZONING DEPARTMENT								
GENERAL MANAGEMENT								
01-40-400-147	EMPLOYEE BENEFITS - MEDICA	141.47	439.92	1,707.00	1,707.00	25.77	1,267.08	3,414.00
01-40-400-151	IMRF	1,765.65	5,482.75	20,882.00	20,882.00	26.26	15,399.25	41,764.00
01-40-400-161	SOCIAL SECURITY/FICA	604.92	1,880.98	7,298.00	7,298.00	25.77	5,417.02	14,596.00
01-40-810-101	SALARIES - PERMANENT EMPL	5,655.20	16,965.60	73,517.00	73,517.00	23.08	56,551.40	147,034.00
01-40-810-102	OVERTIME	2,249.63	7,703.04	15,413.00	15,413.00	49.98	7,709.96	30,826.00
01-40-810-126	SALARIES - CLERICAL	2,213.51	6,751.22	28,775.00	28,775.00	23.46	22,023.78	57,550.00
01-40-810-141	EMPLOYEE BENEFITS - MEDICA	2,337.28	6,901.10	27,975.00	27,975.00	24.67	21,073.90	55,950.00
01-40-810-144	EMPLOYEE BENEFITS - UNEMP	0.00	0.00	107.00	107.00	0.00	107.00	214.00
01-40-810-201	TELEPHONES	99.44	54.89	1,000.00	1,000.00	5.49	945.11	2,000.00
01-40-810-301	OFFICE SUPPLIES	0.00	216.01	750.00	750.00	28.80	533.99	1,500.00
01-40-810-302	PRINTING & PUBLISHING	0.00	0.00	750.00	750.00	0.00	750.00	1,500.00
01-40-810-303	FUEL/MILEAGE/WASH	56.33	129.11	1,250.00	1,250.00	10.33	1,120.89	2,500.00
01-40-810-304	SCHOOLS/CONFERENCES/TRA	0.00	20.00	1,000.00	1,000.00	2.00	980.00	2,000.00
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	500.00	500.00	0.00	500.00	1,000.00
01-40-810-311	POSTAGE & METER RENT	0.00	0.00	400.00	400.00	0.00	400.00	800.00
01-40-810-401	OPERATING EQUIPMENT	536.34	564.58	200.00	200.00	282.29	(364.58)	400.00
01-40-810-409	MAINTENANCE - VEHICLES	0.00	2,182.35	1,000.00	1,000.00	218.24	(1,182.35)	2,000.00
	GENERAL MANAGEMENT	15,659.77	49,291.55	182,524.00	182,524.00	27.01	133,232.45	365,048.00
								315,756.45
CAPITAL IMPROVEMENTS								
01-40-835-611	FURNITURE & OFFICE EQUIPME	0.00	700.00	0.00	0.00	100.00	(700.00)	0.00
	CAPITAL IMPROVEMENTS	0.00	700.00	0.00	0.00	100.00	(700.00)	0.00
								(700.00)
DATA PROCESSING								
01-40-815-212	EDP SOFTWARE	0.00	307.49	450.00	450.00	68.33	142.51	900.00
01-40-815-305	EDP PERSONNEL TRAINING	0.00	0.00	1,350.00	1,350.00	0.00	1,350.00	2,700.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	APPROP. AVAIL.			
Fund 02 - WATER FUND								
Dept 50-WATER DEPARTMENT								
CAPITAL IMPROVEMENTS								
02-50-440-694	DISTRIBUTION SYSTEM REPLA	0.00	0.00	10,000.00	0.00	0.00	10,000.00	20,000.00
02-50-440-695	EDP	138.00	138.00	23,276.00	0.59	0.59	23,138.00	46,414.00
	CAPITAL IMPROVEMENTS	138.00	138.00	33,276.00	0.41	0.41	33,138.00	66,414.00
ADMINISTRATION								
02-50-400-147	EMPLOYEE BENEFITS - MEDICA	282.51	766.74	3,177.00	24.13	24.13	2,410.26	6,354.00
02-50-400-151	IMRF	2,958.82	8,547.14	36,035.00	23.72	23.72	27,487.86	72,070.00
02-50-400-161	SOCIAL SECURITY/FICA	1,208.08	3,279.01	13,585.00	24.14	24.14	10,305.99	27,170.00
02-50-401-101	SALARIES - PERMANENT EMPL	9,469.10	29,204.72	137,419.00	21.25	21.25	108,214.28	274,838.00
02-50-401-102	OVERTIME	5,519.82	13,882.20	32,944.00	42.14	42.14	19,061.80	65,888.00
02-50-401-103	PART TIME - LABOR	2,696.22	4,340.77	25,000.00	17.36	17.36	20,659.23	50,000.00
02-50-401-126	SALARIES - CLERICAL	1,827.22	5,481.63	23,754.00	23.08	23.08	18,272.37	47,508.00
02-50-401-141	EMPLOYEE BENEFITS - MEDICA	1,626.17	4,258.64	28,347.00	15.02	15.02	24,088.36	56,694.00
02-50-401-144	EMPLOYEE BENEFITS - UNEMP	49.69	49.69	178.00	27.92	27.92	128.31	356.00
02-50-401-201	PHONE - TELEPHONES	1,367.87	2,343.70	9,600.00	24.41	24.41	7,256.30	19,200.00
02-50-401-239	FEES - VILLAGE ATTORNEY	0.00	0.00	1,000.00	0.00	0.00	1,000.00	2,000.00
02-50-401-301	OFFICE SUPPLIES	0.00	31.88	1,500.00	2.13	2.13	1,468.12	3,000.00
02-50-401-302	PRINTING & PUBLISHING	2,873.52	2,873.52	6,000.00	47.89	47.89	3,126.48	12,000.00
02-50-401-303	FUELMILEAGE/WASH	574.11	1,102.40	3,500.00	31.50	31.50	2,397.60	7,000.00
02-50-401-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	2,000.00	0.00	0.00	2,000.00	4,000.00
02-50-401-306	REIMBURSE PERSONAL EXPEN	0.00	0.00	150.00	0.00	0.00	150.00	300.00
02-50-401-307	FEES/DUES/SUBSCRIPTIONS	0.00	330.00	550.00	60.00	60.00	220.00	1,100.00
02-50-401-311	POSTAGE & METER RENT	0.00	0.00	6,500.00	0.00	0.00	6,500.00	13,000.00
02-50-401-405	FURNITURE & OFFICE EQUIPME	0.00	0.00	500.00	0.00	0.00	500.00	1,000.00
	ADMINISTRATION	30,453.13	76,492.04	331,739.00	23.06	23.06	255,246.96	663,478.00
OTHER								
02-50-449-102	INTEREST EXPENSE	0.00	5,017.00	10,034.00	50.00	50.00	5,017.00	20,068.00
02-50-449-104	BOND PRINCIPAL EXPENSE	0.00	0.00	10,286.00	0.00	0.00	10,286.00	20,572.00
02-50-449-105	INTEREST EXPENSE - IEPA LOA	0.00	0.00	17,145.00	0.00	0.00	17,145.00	34,290.00
02-50-449-106	PRINCIPAL EXPENSE - IEPA LO	0.00	0.00	38,840.00	0.00	0.00	38,840.00	77,680.00
	OTHER	0.00	5,017.00	76,305.00	6.57	6.57	71,288.00	147,593.00
DATA PROCESSING								
02-50-417-212	EDP SOFTWARE	0.00	409.95	750.00	54.66	54.66	340.05	1,500.00
02-50-417-305	EDP PERSONNEL TRAINING	0.00	0.00	1,350.00	0.00	0.00	1,350.00	2,700.00
02-50-417-401	EDP OPERATING EQUIPMENT	0.00	1,957.46	4,000.00	48.94	48.94	2,042.54	8,000.00
	DATA PROCESSING	0.00	2,367.41	6,100.00	38.81	38.81	3,732.59	12,200.00
ENGINEERING								
02-50-405-245	FEES - ENGINEERING	275.00	275.00	2,000.00	13.75	13.75	1,725.00	4,000.00
	ENGINEERING	275.00	275.00	2,000.00	13.75	13.75	1,725.00	4,000.00
TRANSFERS TO OTHER FUNDS								
02-50-410-501	REIMBURSE OVERHEAD GENER	43,582.58	130,747.74	522,991.00	25.00	25.00	392,243.26	1,045,982.00
02-50-900-109	TRANSFER TO WATER CAPITAL	100,000.00	100,000.00	100,000.00	100.00	100.00	0.00	200,000.00

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

Page: 15/24

APPROP. AVAIL. APPROP. AVAIL.

2016-17
 ORIGINAL BUDGET

% BDGT
 USED

YTD BALANCE
 07/31/2016

ACTIVITY FOR
 MONTH 07/31/16

AVAILABLE
 BALANCE

GL NUMBER DESCRIPTION

GL NUMBER

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 03 - HOTEL/MOTEL TAX FUND								
Dept 53-HOTEL/MOTEL								
COMMUNITY RELATIONS								
03-53-435-303	WILLOWBROOK MOBILE PHONE	0.00	0.00	1,024.00	0.00	0.00	1,024.00	2,048.00
03-53-435-308	GRANT PILOT PROGRAM	0.00	0.00	5,000.00	0.00	0.00	5,000.00	10,000.00
03-53-435-316	LANDSCAPE BEAUTIFICATION	0.00	1,620.80	3,000.00	54.03	1,379.20	1,379.20	6,000.00
03-53-435-317	ADVERTISING	0.00	0.00	100,000.00	0.00	0.00	100,000.00	200,000.00
03-53-435-319	CHAMBER DIRECTORY	0.00	3,000.00	3,000.00	100.00	0.00	0.00	6,000.00
03-53-435-320	TRANSPORTATION	0.00	0.00	60,000.00	0.00	0.00	60,000.00	120,000.00
COMMUNITY RELATIONS								
		0.00	4,620.80	172,024.00	2.69		167,403.20	344,048.00
ADMINISTRATION								
03-53-401-307	FEES/DUES/SUBSCRIPTIONS	0.00	1,181.20	12,150.00	9.72		10,968.80	24,300.00
03-53-401-311	POSTAGE & METER RENT	0.00	0.00	125.00	0.00		125.00	250.00
ADMINISTRATION								
		0.00	1,181.20	12,275.00	9.62		11,093.80	24,550.00
SPECIAL EVENTS								
03-53-436-378	WINE & DINE INTELLIGENTLY	0.00	0.00	2,000.00	0.00		2,000.00	4,000.00
03-53-436-379	SPECIAL PROMOTIONAL EVENT	0.00	2,500.00	2,500.00	100.00		0.00	5,000.00
SPECIAL EVENTS								
		0.00	2,500.00	4,500.00	55.56		2,000.00	9,000.00
Total Dept 53-HOTEL/MOTEL								
		0.00	8,302.00	188,799.00	4.40		180,497.00	377,598.00
Fund 03 - HOTEL/MOTEL TAX FUND:								
TOTAL EXPENDITURES								
		0.00	8,302.00	188,799.00	4.40		180,497.00	377,598.00

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 06 - SSA ONE BOND & INTEREST FUND								
Dept 60-SSA BOND								
OTHER								
06-60-550-401	BOND PRINCIPAL EXPENSE	0.00	0.00	140,000.00	140,000.00	0.00	140,000.00	280,000.00
06-60-550-402	BOND INTEREST EXPENSE	0.00	89,742.50	179,485.00	179,485.00	50.00	89,742.50	358,970.00
OTHER		0.00	89,742.50	319,485.00	319,485.00	28.09	229,742.50	638,970.00
Total Dept 60-SSA BOND		0.00	89,742.50	319,485.00	319,485.00	28.09	229,742.50	638,970.00
Fund 06 - SSA ONE BOND & INTEREST FUND:								
TOTAL EXPENDITURES		0.00	89,742.50	319,485.00	319,485.00	28.09	229,742.50	638,970.00

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND								
Dept 65-WATER CAPITAL IMPROVEMENTS								
CAPITAL IMPROVEMENTS								
09-65-440-600	WATER SYSTEM IMPROVEMEN	0.00	0.00	20,765.00	0.00	0.00	20,765.00	41,530.00
09-65-440-603	VALVE INSERTION PROGRAM	0.00	0.00	6,000.00	0.00	0.00	6,000.00	12,000.00
09-65-440-604	WATER TANK REPAIRS	6,835.71	14,275.24	981,760.00	1.45	1.45	967,484.76	1,949,244.76
CAPITAL IMPROVEMENTS								
		6,835.71	14,275.24	1,008,525.00	1.42	1.42	994,249.76	2,017,050.00
Total Dept 65-WATER CAPITAL IMPROVEMENTS								
		6,835.71	14,275.24	1,008,525.00	1.42	1.42	994,249.76	2,017,050.00
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND:								
TOTAL EXPENDITURES								
		6,835.71	14,275.24	1,008,525.00	1.42	1.42	994,249.76	2,017,050.00

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET				
Fund 10 - CAPITAL PROJECT FUND								
Dept 68-CAPITAL PROJECTS								
CAPITAL IMPROVEMENTS								
10-68-540-423	TRAFFIC IMPROVEMENTS	0.00	0.00	85,500.00	0.00	85,500.00	171,000.00	171,000.00
	CAPITAL IMPROVEMENTS	0.00	0.00	85,500.00	0.00	85,500.00	171,000.00	171,000.00
	Total Dept 68-CAPITAL PROJECTS	0.00	0.00	85,500.00	0.00	85,500.00	171,000.00	171,000.00
	Fund 10 - CAPITAL PROJECT FUND:							
	TOTAL EXPENDITURES	0.00	0.00	85,500.00	0.00	85,500.00	171,000.00	171,000.00

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 11 - DEBT SERVICE FUND								
Dept 70-DEBT SERVICE FUND								
OTHER								
11-70-550-401	BOND PRINCIPAL EXPENSE	0.00	0.00	199,714.00	199,714.00	0.00	199,714.00	399,428.00
11-70-550-402	BOND INTEREST EXPENSE	0.00	63,158.00	126,316.00	63,158.00	50.00	63,158.00	252,632.00
11-70-550-404	BOND ISSUANCE COSTS	0.00	0.00	850.00	850.00	0.00	850.00	1,700.00
OTHER		0.00	63,158.00	326,880.00	326,880.00	19.32	263,722.00	653,760.00
Total Dept 70-DEBT SERVICE FUND		0.00	63,158.00	326,880.00	326,880.00	19.32	263,722.00	590,602.00
Fund 11 - DEBT SERVICE FUND:								
TOTAL EXPENDITURES		0.00	63,158.00	326,880.00	326,880.00	19.32	263,722.00	590,602.00

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 07/31/16	YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & Dept 75								
CAPITAL IMPROVEMENTS								
14-75-930-411	POLICE DEPT REMODEL (7760	59,277.59	101,233.55	3,060,000.00	3.31	2,958,766.45	6,120,000.00	6,018,766.45
14-75-930-412	CRC REMODEL (825 MIDWAY D	0.00	0.00	25,000.00	0.00	25,000.00	50,000.00	50,000.00
CAPITAL IMPROVEMENTS								
		59,277.59	101,233.55	3,085,000.00	3.28	2,983,766.45	6,170,000.00	6,068,766.45
<hr/>								
Total Dept 75		59,277.59	101,233.55	3,085,000.00	3.28	2,983,766.45	6,170,000.00	6,068,766.45
<hr/>								
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION								
TOTAL EXPENDITURES								
		59,277.59	101,233.55	3,085,000.00	3.28	2,983,766.45	6,170,000.00	6,068,766.45

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 07/31/2016	2016-17		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
		MONTH 07/31/16	ORIGINAL BUDGET						
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX									
Dept 15-PLANNING & ECONOMIC DEVELOPMENT									
CONTINGENCIES									
15-15-401-242	LEGAL FEES	3,302.55	0.00	3,302.55	0.00	100.00	0.00	(3,302.55)	(3,302.55)
	CONTINGENCIES	3,302.55	0.00	3,302.55	0.00	100.00	0.00	(3,302.55)	(3,302.55)
Total Dept 15-PLANNING & ECONOMIC DEVELOPMEN		3,302.55	0.00	3,302.55	0.00	100.00	0.00	(3,302.55)	(3,302.55)
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT T									
TOTAL EXPENDITURES									
		3,302.55	0.00	3,302.55	0.00	100.00	0.00	(3,302.55)	(3,302.55)
TOTAL EXPENDITURES - ALL FUNDS		1,285,848.16	19,462,018.00	3,532,265.00	18.15	15,929,753.00	38,924,036.00	35,391,771.00	

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

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

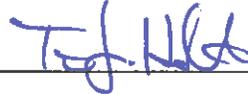
AGENDA NO.

5f

AGENDA DATE: 8/8/16

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____



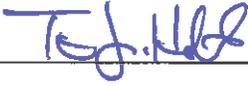
LEGAL REVIEW: Thomas Bastian,
Village Attorney

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 HISTORY)**

The Arabian Knights Horse Farm (AKHF) was previously issued a Class I Liquor License which enabled the sale of alcoholic beverages to be consumed on-site as an indoor / outdoor recreational facility. As the Board is aware, the property has recently sold to Pulte Homes and will be redeveloped into a residential subdivision. The closing has already occurred and the demolition of the various site structures is already underway.

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 I liquor licenses from one (1) to zero (0). Should another eligible business request such a 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. 16-O-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5(I) OF THE VILLAGE CODE – CLASSIFICATIONS: CLASS I 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(I) of the Village Code of the Village of Willowbrook, entitled "Class I License", is hereby amended by deleting the second to 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 I 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 from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 8th day of August, 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

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

AGENDA NO.

5g

AGENDA DATE: 8/8/16

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 NO N/A

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

The Willowbrook Bowl was previously issued a Class F Liquor License which enabled the sale of alcoholic beverages to be consumed on-site as a recreational facility. As the Board is aware, the property has recently voluntarily closed on July 14, 2016.

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 F liquor licenses from two (2) to one (1). Should another eligible business request such a 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. 16-O-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION
3-12-5(F) OF THE VILLAGE CODE – CLASSIFICATIONS: CLASS F 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(F) of the Village Code of the Village of Willowbrook, entitled "Class F License", is hereby amended by deleting the second to the last sentence contained therein in its entirety and in lieu thereof, the following language shall be substituted:

..."There shall be no more than one (1) class F license 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 from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 8th day of August, 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

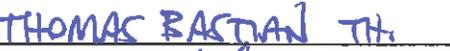
ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Receive Plan Commission Recommendation – Public Hearing 16-11:
Consideration of a petition for a text amendment to add "Physical culture and health service, gymnasium, and exercise salon" as a new Special Use in the M-1 Zoning District in Section 9-8-2 of the Zoning Ordinance.

AGENDA NO.**5h****AGENDA DATE:**08/8/16**STAFF REVIEW:** Anna Franco, Planning Consultant**SIGNATURE:****LEGAL REVIEW:** Tom 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 HISTORY)**

This text amendment was proposed by an applicant wishing to open a small gym, or exercise salon, in part of the existing building located at 7890 Quincy on property zoned M-1. Two zoning cases were assigned to this request. This case, 16-11, considers the merits of approving the text amendment to add "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 Zoning District. A related case by the applicant, 16-12, relies on the Board's approval of the text amendment associated with 16-11, and considers the merits of the site for a special use health salon.

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

As a special use in the M-1 district, the Village would have the opportunity to evaluate whether a particular health salon use in a particular location or address can be accommodated with the appropriate access and parking, and with limited interaction with heavier industrial users. Staff believes that there may be appropriate locations within Willowbrook's business park area, zoned M-1, that could accommodate the health salon use, including the subject property of case 16-12.

An alternative option to adding "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 district is rezoning of the property. While rezoning of a property is an option for a single occupant user, like the Westmont Swim Club on the west side of Quincy, between 75th and Midway Drive, it may not be an option in a multi-tenant building, where some existing uses might not be included in a downzoning from M-1 to OR. After evaluating properties and their zoning in Willowbrook's business park area, a text amendment to add the health salon use as a special use in the M1 district seems to make more sense than continually rezoning property, or potentially not being able to rezone a property because an existing use that is permitted in an M-1 district might not be allowed in a downzoned district.

ACTION PROPOSED: August 8, 2016: 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

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

Director of Finance

Carrie Dittman

MEMORANDUM

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 4, 2016

SUBJECT: Zoning Hearing Case 16-11: (Nancy Timko, 8516 Heather Drive, Burr Ridge, Illinois) Consideration of a petition for a text amendment to add "Physical culture and health service, gymnasium, and exercise salon" as a new Special Use in the M-1 Zoning District in Section 9-8-2 of the Zoning Ordinance.

At the of the Plan Commission held on August 3, 2016, the above referenced application was discussed and the following motion was made:

MOTION: Made by Lacayo seconded by Ruffolo 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 16-11 to add "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 Zoning District.

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

MOTION DECLARED CARRIED

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

DK:jp



Proud Member of the
Illinois Route 66 Scenic Byway



Village of Willowbrook
Staff Report to the Village Board

Village Board:	
Receive	August 8, 2016
Plan Commission:	
Hearing Date	August 3, 2016
Meeting Date	August 3, 2016
Prepared By:	Anna Franco, Planning Consultant
Case Title:	PC 16-11: Text Amendment to add "Physical culture and health service, gymnasium, and exercise salon" as a new special use in the M-1 Zoning District in Section 9-8-2 of the Zoning Ordinance.
Petitioner:	Nancy Timko, 8516 Heather Drive, Burr Ridge IL 60527
Action Requested by Applicant:	Consideration and recommendation of the following text amendment: Add the following use to Section 9-8-2 of the Zoning Ordinance in the appropriate alphabetical location. <i>"Physical culture and health service, gymnasium, and exercise salon"</i>
Location:	Existing property zoned M-1 at the northwest corner of Joliet Road and South Quincy Avenue.
Necessary Action by Village Board:	August 8, 2016: Receive Plan Commission Recommendation.



History & Discussion of Request

In recent years, the Village of Willowbrook has been approached by parties interested in utilizing existing building spaces or vacant land in Willowbrook's business park area for recreational/fitness uses.

Willowbrook's business park area is generally bound by Plainfield Road on the north, Illinois Route 83 on the west, Madison on the east, and I-55 on the south.

This petition is to consider a text amendment to allow "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 district. As a special use in the M-1 district, the Village would have the opportunity to evaluate whether a particular health salon use in a particular location or address can be accommodated with the appropriate access and parking, and with limited interaction with heavier industrial users. Staff believes that there may be appropriate locations within Willowbrook's business park area, zoned M-1, that could accommodate the health salon use, including the subject property of case 16-12 at the northwest corner of South Quincy Avenue and Joliet Road.

An alternative option to adding "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 district is rezoning of the property. While rezoning of a property is an option for a single occupant user, like the Westmont Swim Club on the west side of Quincy, between 75th and Midway Drive, it may not be an option in a multi-tenant building, where some existing uses might not be included in a downzoning from M-1 to OR. After evaluating properties and their zoning in Willowbrook's business park area, a text amendment to add the health salon use as a special use in the M1 district seems to make more sense than continually rezoning property, or potentially not being able to rezone a property because an existing use that is permitted in an M-1 district might not be allowed in a downzoned district.

This request originated from an individual wishing to open a small gym business in the area. The site at 7890 Quincy is the prime target of this text amendment, because it offers plenty of parking and with slight site modification, can be accessed by its patrons without having to share access of parking with heavier industrial trucks.

Motion

The following sample motion was provided in the staff report for the Plan Commission:

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 16-11 to add "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 Zoning District.

The following motion made by Lacayo was seconded by Ruffolo and approved by a unanimous 6-0 roll call vote of the members present:

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 16-11 to add "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 Zoning District.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Receive Plan Commission Recommendation – Public Hearing 16-12:
Consideration of a petition for a Special Use approval of a physical culture and health service, gymnasium, and exercise salon use in the M-1 Zoning District at 7890 Quincy, in the southern 3,470 square feet (approximate) of an existing multi-tenant building.

AGENDA NO.

5i

AGENDA DATE:

08/8/16

STAFF REVIEW: Anna Franco, Planning Consultant

SIGNATURE: Anna Franco

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: T. Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The subject property is zoned M-1. The proposed exercise salon 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 16-11, to add "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 district. This separate case was considered at the same Plan Commission meeting on August 3, 2016 and recommended for approval.

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

Overview of Proposal - The property contains an existing 12,436 square foot multi-tenant building that is currently leased to office and warehouse related business. Nancy Timko, the applicant, is proposing to use tenant spaces in the existing multi-tenant office/warehouse building for her business, InspirFit, LLC. InspirFit would be a small boutique gym for both personal training and small fitness classes. Their staff of two (2) would provide small class offerings of four (4) to six (6) clients, who aim for the instruction and focus of a personal training session, at the cost of a group setting.

Merits for Special Use Approval - 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.

The site meets the size and parking requirements for the proposed use, however, the Plan Commission had concerns that maximum occupancy could cause overflow parking onto nearby properties. The applicant stated that she and the current owner of the building had discussed parking, and that the owner was satisfied that enough parking would be available in the existing parking lot even if InspirFit operates at maximum capacity. Additionally, the applicant is adding striping to an incomplete parking space area between the parking lot and the truck access off of Joliet Road to encourage increased separation of automobile parking and truck traffic on the site; which is especially important when allowing atypical uses in a manufacturing district.

Overall, the proposed use complements other existing and proposed recreational/fitness businesses in Willowbrook's business park area, such as Diamond Edge Academy baseball training facility, Westmont Swim Club, and the proposed Compass Event Center and Soccer Arena. These businesses are transforming vacant, underutilized industrial building space and land in Willowbrook's business area for recreational/fitness uses.

ACTION PROPOSED: August 8, 2016: 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

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 4, 2016

SUBJECT: Zoning Hearing Case 16-12: (7882-7890 Quincy, Willowbrook, Nancy Timko, 8546 Heather Drive, Burr Ridge, Illinois) Consideration of a petition for a Special Use approval of a physical culture and health service, gymnasium, and exercise salon use in the M-1 Zoning District at 7882-7890 Quincy, in the south 3,470 square feet (approximate) of a multi-tenant building.

At the of the Plan Commission held on August 3, 2016, the above referenced application was discussed and the following motion was made:

MOTION: Made by Ruffolo seconded by Lacayo 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 Attachment 1 of the staff report prepared for PC 16-12 for the August 3, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for an exercise salon use in the space at 7890 South Quincy subject to the following conditions:

1. Improvements shown in the Striping Plan, dated 7/19/16, must be completed prior to occupancy, but not with respect to the southern space.
2. A permit must to be issued with the Tri-State Fire District prior to occupancy.

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

MOTION DECLARED CARRIED

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

Director of Finance

Carrie Dittman



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EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

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

**Director of
Finance**

Carrie Dittman



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Village of Willowbrook Staff Report to the Village Board

Village Board:
Receive August 8, 2016

Plan Commission:
Hearing Date August 3, 2016
Meeting Date August 3, 2016

Prepared By: Anna Franco, Planning Consultant

Case Title: PC 16-12: InspirFit, LLC, 7890 South Quincy Street

Petitioner: Nancy Timko, 8516 Heather Drive, Burr Ridge IL 60527

Action Requested by Applicant: Special Use approval for an exercise salon use for a M-1 zoning district property (subject to a Text Amendment pursuant to PC 16-11)

Location: Existing property zoned M-1 at the northwest corner of Joliet Road and South Quincy Street.

Existing Zoning: M-1 Light Manufacturing District

Existing Land Use: Multi-tenant office/warehouse building

Property Size: 0.77 acres

Surrounding Land Use:

	Use	Zoning
North	Recreation Training Facility/ Office & Distribution	M-1
South	Joliet Road	Joliet Road
East	South Quincy Street	South Quincy Street
West	Office/Warehouse	M-1

Documents Attached:

1. Standards for Special Use Permit, no date (2 Sheets)
2. Plat of Survey, no date (1 Sheet)
3. Parking Lot Striping Plan, dated 07/19/16 (1 Sheet)
4. Building Square Footage Breakdown, no date (1 Sheet)

Necessary Action by Village Board: August 8, 2016: Receive Plan Commission Recommendation.



Site Description

The property is located at the northwest corner of Joliet Road and South Quincy Street, and is bordered by Diamond Edge Academy & US Messenger in the building to the north, ShadowTech Labs, Inc. to the west, Joliet Road to the south, and South Quincy Street to the east. The site is a total 0.77 acres, has a lot depth of 219 feet, and has approximately 118 feet of frontage along Joliet Road and 228 feet of frontage along South Quincy Street.

The property contains an existing 12,436 square foot multi-tenant building, owned by Chicago Title and currently leases to office and warehouse related business. The proposed use will occupy approximately 3,500 square feet in roughly the south third of the existing building. Other tenants in the building include Scrollex Corporation, Indtech, Plastic Advanced Recycling Corporation, WPTF, U.S China Trading Corporation, and Life Rising Corporation and make up the remaining 8,900 square feet (approximate) of the building.

The main entrances to each unit of the building is located off of South Quincy Street. A parking lot containing fifteen (15) parking spaces is located just southeast of the building with access onto both Joliet Road and South Quincy Street. Truck loading access is available from Joliet Road to three (3) loading bays on the west side of the building. A fourth and smaller loading area is located on the north side of the building and is only accessible from South Quincy Street.

Exhibit 1 Aerial of Subject Property



Exhibit 2 View from South Quincy Street



Exhibit 3 View from Joliet Road





Development Proposal

Nancy Timko, the applicant, is proposing to use tenant spaces in the existing multi-tenant office warehouse building for her business, InspirFit, LLC. InspirFit is a fitness service provider inspiring the health and wellness of a community of clients looking to achieve a greater level of wellbeing through a mixture of methods. Their staff of two (2) would provide small class offerings of four (4) to six (6) clients, who aim for the instruction and focus of a personal training session, at the cost of a group setting. The business would be run with membership fees for specific classes offered, not a large box open gym concept.

For equipment purposes, the business requires a small warehouse space with high ceilings. The business will not be shipping or receiving items, and therefore will not be using any trucks. The business does not require electrical, water, garbage or sewer needs beyond a small business office.

Staff Analysis

Use

The property at 7890 South Quincy is zoned M-1. A health salon 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 16-11, to add "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 district. This separate case is also being considered at the same Plan Commission meeting on August 3, 2016. 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 Breakdown

There are currently fifteen (15) parking spaces provided on the site, which includes one accessible parking space for the handicapped. Below is a breakdown of parking requirements for the petition and the site as a whole.

InspirFit Parking:

The applicant will have two (2) employees and small class offerings for four (4) to six (6) clients at a time. Staff has applied the parking standards for "Health salons, swimming pools, skating rinks and other indoor recreational facilities." The applicant's use will therefore require three (3) of the existing fifteen (15) spaces. Please see **Table 1** for detail.

Site Parking

The other businesses are a combination of warehouse and manufacturing uses. There is a total of 8,967 square feet of combined warehouse and manufacturing in the existing building (not including InspirFit's space). To calculate parking, Staff has split the square footage between manufacturing and warehouse, to get a total of ten (10) required parking spaces for the other businesses in the building. Therefore, the total required parking spaces for the existing building, including the InspirFit use, is thirteen (13) spaces, which the existing fifteen (15) space lot adequately provides. Please see **Table 1** for detail.



Table 1 Parking Breakdown

Business	Use	Square Footage/Employees	Code Requirement	Required
InspirFit	Health Salon	6 clients, 2 employees	1 parking space for each 3 persons, based upon the maximum number of persons that can be accommodated at the same time in accordance with design capacity, plus 1 parking space for each 2 employees.	3 spaces
Manufacturing Space	Manufacturing	+/- 4,483 sf	1 parking space for each 1.5 employees as related to the working period when the maximum number of persons are employed on the premises, or 1 for each 800 square feet of floor area, whichever is greater	4 spaces
Warehouse Space	Warehouse	+/- 4,483 sf	4 parking spaces plus 1 parking space for each 1,500 square feet of floor area over 4,500 square feet, or 1 parking space for each 1.5 employees as related to the working period when the maximum number of persons are employed on the premises, whichever is greater	6 spaces
TOTAL				10 spaces

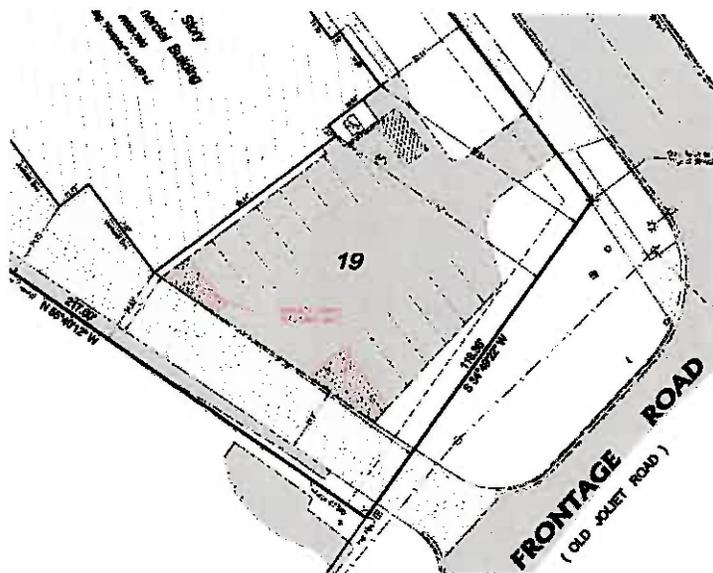
Required Site Improvements

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 improvement of the parking surface is recommended. Staff also finds that the existing landscaping is adequate for the site.

At the request of Staff, the applicant is proposing to add cross hatching striping to the incomplete parking spaces at the west end of the parking lot to indicate no parking in this area. Staff has requested the striping, illustrated in *Attachment (3), Parking Lot Striping Plan*, and in **Exhibit 4**, in order to encourage separation of truck traffic entering the property from South Quincy Street and cars parking on the site. The site is located in the M-1 district, so while the special uses may should be accommodated, it is important to ensure that the primary intended use of the M-1 zoning district or manufacturing does not conflict with this new use.



Exhibit 4 Parking Lot Striping Plan



Standards for Special Use Permit

Section 9-14-5.2 of the Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use permit. The applicant's responses are provided in *Attachment (1)*.

Staff Recommendation

Staff supports the repurposing of this building for a health salon use. The site meets the size and parking requirements for the proposed use and the striping plan will create increased separation of automobile parking and truck traffic on the site, which is especially important when allowing atypical uses in a manufacturing district. The proposed use also complements other existing and proposed recreational/fitness businesses in Willowbrook's business park area, such as Diamond Edge Academy baseball training facility, Westmont Swim Club, and the proposed Compass event center and soccer arena that are also utilizing vacant industrial building space and/or land for recreational/fitness uses.



Motion

The following sample motion was provided in the staff report for the Plan Commission:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use outlined in Attachment 1 of the staff report prepared for PC 16-12 for the August 3, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for an exercise salon use in the space at 7890 South Quincy subject to the following conditions:

1. Improvements shown in the Striping Plan, dated 7/19/16, must be completed prior to occupancy.
2. A permit must to be issued with the Tri-State Fire District prior to occupancy.

The following motion made by Ruffolo was seconded by Lacayo and approved by a unanimous 6-0 roll call vote of the members present:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use outlined in Attachment 1 of the staff report prepared for PC 16-12 for the August 3, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for an exercise salon use in the space at 7890 South Quincy subject to the following conditions:

- 1. Improvements shown in the Striping Plan, dated 7/19/16, must be completed prior to occupancy, but not with respect to the southern space.**
- 2. A permit must to be issued with the Tri-State Fire District prior to occupancy.**



Attachment 1

Special Use Standards and Findings for PC 16-11 InspirFit Special Use

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

Finding: The business will not be detrimental to the community in any way. The entire mission of the business is to better the health and wellness of our community.

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

Finding: The special use of the property will not have an impact on the surrounding properties. The small business will be compatible to neighboring sports businesses and increase visibility to neighboring restaurant establishments. There will be no truck traffic to impact surrounding roads and minimal car traffic due to low class size.

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

Finding: The special use will not impede the development of surrounding properties.

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

Finding: Adequate utilities, roads and drainage are in place within the established facility and grounds. The business has no plans for construction on the grounds. Minimal utilities are required to run a fitness facility.

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

Finding: The property has two access points. This is a corner property with a drive off of Quincy and a drive from Joliet Road. There will be no truck traffic used in this establishment, which is concurrent to the other established tenant in the building who does also not use any trucks for their business. The few cars to be associated with the business can enter from either access point.

- (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.

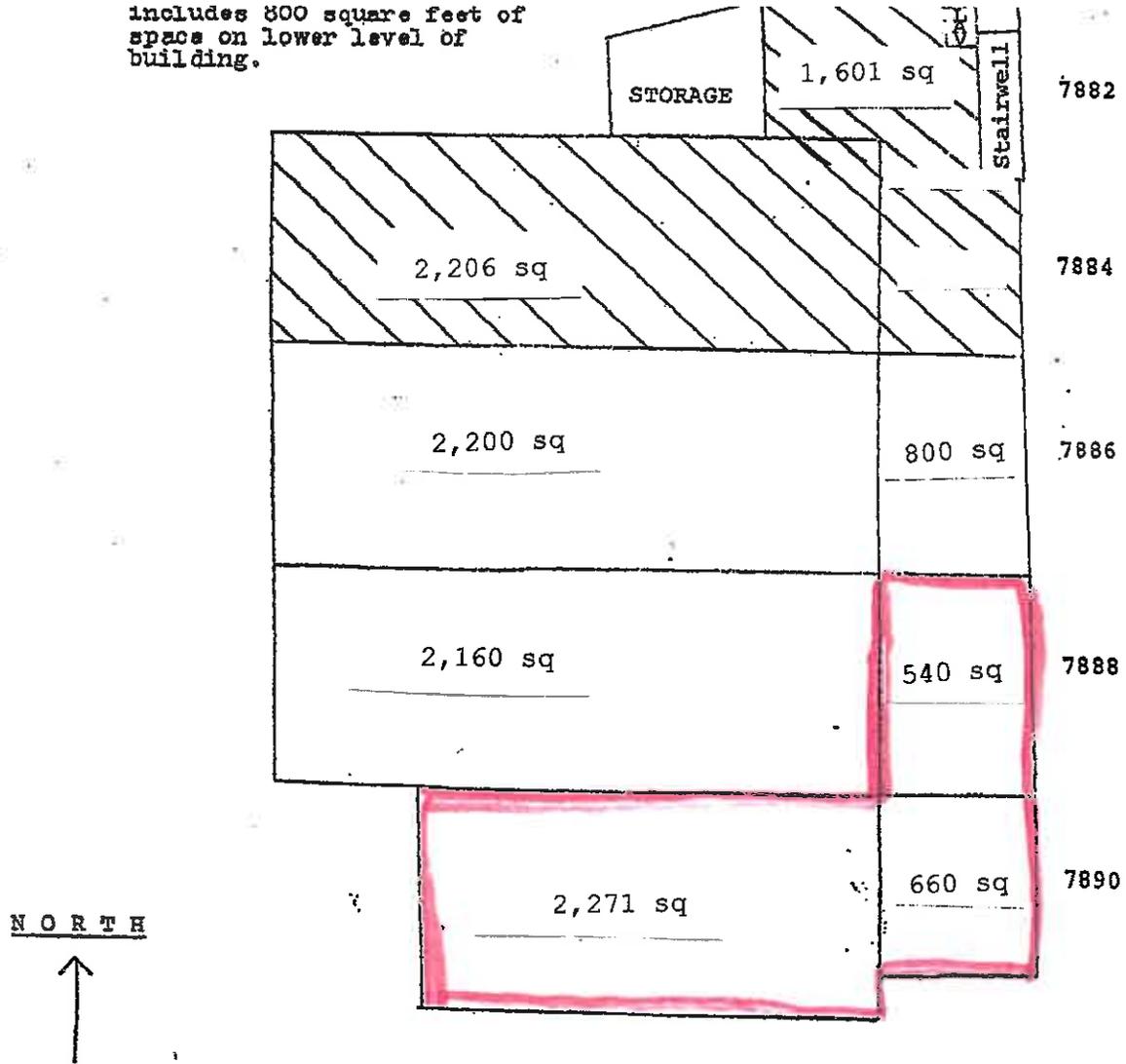
Finding: This application is establishing a request for a fitness establishment in a M-1 zoned property. All other regulations stated in the village code are met.



- (G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).

Finding: Not applicable - first time applicant.

includes 800 square feet of space on lower level of building.



NORTH



NOTE: Drawing is not to scale.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Receive Plan Commission Recommendation – Public Hearing 16-13:
Consideration of a petition for a text amendment to add "Video Gaming" as
a new Special Use in the B-2 Zoning District in Section 9-6B-2 of the Zoning
Ordinance.

AGENDA NO.**5j****AGENDA DATE:**08/8/16**STAFF REVIEW:** Anna Franco, Planning Consultant**SIGNATURE:****LEGAL REVIEW:** Tom 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 HISTORY)**

This text amendment was proposed by an applicant wishing to open a standalone video gaming facility, in part of an existing commercial building located at Willowbrook Square shopping center, zoned B-2.

Video Gaming is currently allowed at establishments that have a liquor licenses, but these establishment's primary use is a restaurant or bar, not video gaming. The original intent of the ordinance about video gambling was for existing establishments such as bars, taverns and restaurants who wanted to have video gambling to remain competitive with businesses in surrounding communities that already allow video gaming.

The proposed text amendment would allow video gaming to be a standalone establishment in the Village. Local and State gaming licenses would still need to be obtained, but video gaming would be the primary use of the business as opposed to a restaurant or bar.

Two zoning cases were assigned to this request. This case, 16-13, considers the merits of approving the text amendment to add "Video Gaming" as a special use in the B-2 Zoning District. A related case by the applicant, 16-14, relies on the Board's approval of the text amendment associated with 16-13, and considers the merits of the site for a special use video gaming facility.

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

As a special use in the B-2 district, the Village would have the opportunity to evaluate whether a particular video gaming facility use in a particular location or address can be accommodated with the appropriate access and parking. Staff believes that there may be appropriate locations within Willowbrook's business areas, zoned B-2, that could accommodate the video gaming use, including the subject property of case 16-13.

ACTION PROPOSED: August 8, 2016: 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

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

Director of Finance

Carrie Dittman

MEMORANDUM

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 4, 2016

SUBJECT: Zoning Hearing Case 16-13: (Spinning Wheel Associates, 6262 S. Illinois Route 83, Willowbrook, Illinois) Consideration of a petition for a text amendment to add "Video Gaming" as a new Special Use in the B-2 Zoning District in Section 9-6B-2 of the Zoning Ordinance.

At the of the Plan Commission held on August 3, 2016, the above referenced application was discussed and the following motion was made:

MOTION: Made by Kaucky seconded by Soukup 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 16-13 to add "Video Gaming" as a special use in the B-2 Zoning District.

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

MOTION DECLARED CARRIED

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

DK:jp



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Village of Willowbrook
Staff Report to the Plan Commission

Village Board:	
Receive	August 8, 2016
Plan Commission:	
Hearing Date	August 3, 2016
Meeting Date	August 3, 2016
Prepared By:	Anna Franco, Planning Consultant
Case Title:	PC 16-13: Text Amendment to add "Video Gaming" as a new special use in the B-2 Zoning District in Section 9-6B-2 of the Zoning Ordinance.
Petitioner:	Spinning Wheel Associates, 6262 South Illinois Route 83, Willowbrook, Illinois 60527
Action Requested by Applicant:	Consideration and recommendation of the following text amendment: Add the following use to Section 9-6B-2 of the Zoning Ordinance in the appropriate alphabetical location. <i>"Video Gaming"</i>
Location:	Existing property zoned B-2 on the north side of 63 rd Street off of Americana Drive (commonly known as Willowbrook Square).
Documents Attached:	1. Illinois Gaming Board Revenue Reports, 6/23/16 (3 Sheets)
Necessary Action by Village Board:	August 8, 2016: Receive Plan Commission Recommendation.



History & Discussion of Request

Video Gaming is currently allowed at establishments that have a liquor licenses, but these establishment's primary use is a restaurant or bar, not video gaming. The original intent the ordinance about video gambling was for existing establishments such as bars, taverns and restaurants who wanted to have video gambling to remain competitive with businesses in surrounding communities that already allowed video gaming.

The proposed text amendment would allow video gaming to be standalone establishment in the Village. Local and State gaming licenses would still need to be obtained, but video gaming would be the primary use of the business as opposed to a restaurant or bar.

This request originated from Spinning Wheel Associates (in concert with Blackhawk Restaurant Group) to open a video gaming establishment at Willowbrook Square, PC Case 16-14.

Revenue

The Illinois Gaming Board provides revenue reports for all video gaming establishments in the State. Staff has pulled the video gaming reports for nearby video gaming establishments (either standalone or part of a bar or restaurant) for the Villages of Darien, Westmont, and Willowbrook. The reports *Attachment (1) Illinois Gaming Board Revenue Reports* outline revenue income for a specific establishment and the tax revenue distribution to the state and to the local municipality (based on a 30% tax rate) for January through May of 2016. According to the reports, standalone video gaming facilities earn larger incomes (and therefore tax revenue) than video gaming establishments that are a secondary use to a bar or restaurant.

Darien and Westmont, which both allow standalone video gaming establishments per their zoning ordinance, collected approximately \$58,000 and \$104,000 respectively in January through May of this year. The Village of Willowbrook, which only allows video gaming as a secondary use to bars and restaurants has collected a tax revenue of approximately \$14,000 for January through May of this year. It is important to note, that these numbers are based on the wagering activity and the number of video gaming establishments, however, it can generally be inferred that the addition of standalone video gaming facilities are generating more tax revenue for a nearby municipalities.

Motion

The following sample motion was provided in the staff report for the Plan Commission:

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 16-13 to add "Video Gaming" as a special use in the B-2 Zoning District.

The following motion made by Kaucky was seconded by Soukup and approved unanimous 6-0 roll call vote of the members present:

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 16-13 to add "Video Gaming" as a special use in the B-2 Zoning District.

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

6/23/2016
12:44 pm

Darien

January 2016 - May 2016

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Darien	ACTION BILLIARDS, INC.	130701767	5	\$2,011,664.20	\$1,853,855.31	\$157,698.89	\$625,330.00	\$467,631.11	\$157,698.89	\$47,309.83	\$39,424.87	\$7,884.96
Darien	CHUCK'S SOUTHERN COMFORTS CAFE AND BANQUETS, INC.	130703840	5	\$2,103,328.34	\$1,937,514.49	\$165,813.85	\$626,104.00	\$460,290.15	\$165,813.85	\$49,744.35	\$41,453.63	\$8,290.72
Darien	Dry Dock Inn Inc.	130703002	5	\$877,906.21	\$806,020.29	\$71,885.92	\$255,550.00	\$183,664.08	\$71,885.92	\$21,566.07	\$17,971.73	\$3,594.34
Darien	Home Run Inn Pizza Corporation	150702423	3	\$134,328.28	\$120,121.65	\$14,206.63	\$46,138.00	\$31,931.37	\$14,206.63	\$4,262.12	\$3,551.78	\$710.34
Darien	Illinois Café & Service Company, LLC	130705961	5	\$4,919,478.62	\$4,573,990.66	\$345,487.96	\$1,365,199.00	\$1,019,710.04	\$345,487.96	\$103,646.60	\$86,372.18	\$17,274.42
Darien	La Noite Due, LLC	130701862	3	\$38,295.61	\$36,528.02	\$1,727.59	\$13,842.00	\$11,814.41	\$1,727.59	\$518.33	\$431.94	\$86.39
Darien	Mansalia's Pizza, Inc.	130706322	5	\$1,238,776.96	\$1,152,565.49	\$86,211.47	\$362,035.00	\$275,823.33	\$86,211.47	\$25,863.73	\$21,553.13	\$4,310.60
Darien	Stella's - Marketplace at Darien, LLC	140700160	5	\$3,993,634.61	\$3,670,976.82	\$322,657.79	\$1,128,518.00	\$805,961.21	\$322,657.79	\$86,797.63	\$80,664.65	\$16,132.93
REPORT TOTAL:				\$16,317,262.83	\$14,151,572.73	\$1,165,690.10	\$4,422,516.00	\$3,265,825.70	\$1,165,690.30	\$349,708.61	\$291,423.91	\$58,264.76

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT
Westmont**

6/23/2016
12:47 pm

January 2016 - May 2016

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution			
				Amount Placed	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share	
Westmont	BISHOP'S CHILI OF WESTMONT, INC.	130703101	3	\$299,600.98	\$277,210.66	\$22,390.32	\$91,371.00	\$69,980.69	\$22,390.32	\$6,717.12	\$5,997.61	\$1,119.51	
Westmont	Blackhawk Restaurant Group LLC Series JCVestmont	130704289	5	\$4,462,299.34	\$4,114,698.62	\$347,600.72	\$1,212,353.00	\$864,752.28	\$347,600.72	\$104,280.46	\$86,900.40	\$17,380.06	
Westmont	Charles Plumb	120712832	3	\$509,435.64	\$463,251.61	\$46,184.03	\$177,932.00	\$131,747.97	\$46,184.03	\$13,855.37	\$11,546.14	\$2,309.23	
Westmont	D. J.'S SPORTS BAR, INC.	130700291	5	\$2,216,188.48	\$2,076,907.68	\$139,280.80	\$568,488.00	\$429,185.15	\$139,280.80	\$41,784.49	\$34,820.40	\$6,964.09	
Westmont	Illinois Cafe & Service Company, LLC	130704616	5	\$4,585,429.33	\$4,266,767.17	\$318,662.16	\$1,185,651.00	\$866,977.99	\$318,662.16	\$95,602.21	\$79,668.52	\$15,933.69	
Westmont	Las Palmas of Westmont, Inc.	130703250	4	\$747,172.16	\$679,754.75	\$67,417.41	\$209,616.00	\$142,198.59	\$67,417.41	\$20,225.34	\$16,854.45	\$3,370.89	
Westmont	Laura Bizaurs, LLC - Series 1 - Cass Avenue	150701306	5	\$3,494,106.47	\$3,250,248.07	\$243,858.40	\$916,495.00	\$674,635.84	\$243,858.40	\$73,157.83	\$60,984.86	\$12,192.97	
Westmont	Laura Bizaurs, LLC - Series 2 - Fairview Avenue	150701307	5	\$3,332,568.07	\$3,101,025.79	\$231,552.28	\$875,729.00	\$644,168.72	\$231,552.28	\$69,468.05	\$57,890.05	\$11,578.01	
Westmont	Papa Passero's, Inc.	130704086	5	\$2,430,646.41	\$2,241,925.04	\$188,721.37	\$760,197.00	\$571,475.63	\$188,721.37	\$56,616.60	\$47,180.51	\$9,436.09	
Westmont	Stella's - St. James Crossing, LLC	140702353	5	\$2,081,466.84	\$1,919,193.09	\$162,273.75	\$646,093.00	\$502,789.25	\$162,273.75	\$42,682.31	\$35,566.59	\$7,113.72	
Westmont	WESTMONT UPTOWN, INC.	130700238	5	\$2,192,598.06	\$2,029,156.87	\$163,441.19	\$689,416.00	\$525,989.91	\$163,441.19	\$49,027.97	\$40,856.65	\$8,171.32	
Westmont	Wish Enterprises, Inc.	130702485	5	\$1,950,204.79	\$1,774,750.16	\$175,454.63	\$602,923.00	\$427,468.37	\$175,454.63	\$52,636.77	\$43,863.99	\$8,772.78	
REPORT TOTAL:				12 Establishments	85	\$28,281,724.67	\$26,194,895.61	\$2,086,829.06	\$7,937,182.00	\$6,850,341.38	\$625,054.53	\$521,712.17	\$104,342.36

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT
Willowbrook**

6/23/2016
12:42 pm

January 2016 - May 2016

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income		VGT Tax Distribution			
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Willowbrook	ARABIAN KNIGHTS FARMS AND TRAINING CENTER, INCORPORATED	130705464	2	\$31,663.14	\$29,191.34	\$2,491.80	\$7,722.00	\$5,230.20	\$2,491.80	\$747.60	\$623.01	\$124.59
Willowbrook	ARCADIAN PARTNERS, INC.	130705663	5	\$600,894.41	\$556,947.22	\$43,947.19	\$213,694.00	\$169,746.76	\$43,947.22	\$13,184.46	\$10,987.07	\$2,197.39
Willowbrook	Delco Corporation	130704389	5	\$686,520.20	\$626,092.81	\$60,427.39	\$210,180.00	\$149,752.61	\$60,427.39	\$18,128.49	\$15,107.08	\$3,021.41
Willowbrook	Madisons Pub And Grill, Inc.	130702074	5	\$955,793.82	\$964,449.40	\$89,344.42	\$280,373.00	\$191,028.58	\$89,344.42	\$26,803.59	\$22,336.33	\$4,467.26
Willowbrook	STATS SPORTS BAR, L.L.C.	140701036	2	\$449,599.17	\$411,277.72	\$38,321.45	\$141,956.00	\$103,634.55	\$38,321.45	\$11,496.57	\$9,580.47	\$1,916.10
Willowbrook	Viper-Gill, Ltd.	130704483	5	\$698,211.45	\$648,637.28	\$49,574.17	\$199,672.00	\$150,087.83	\$49,574.17	\$14,872.86	\$12,393.82	\$2,478.74
REPORT TOTAL:				8 Establishments	\$3,420,702.19	\$3,136,596.77	\$284,106.42	\$769,490.55	\$284,106.45	\$85,233.27	\$71,027.76	\$14,205.49

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: Receive Plan Commission Recommendation – Public Hearing 16-14: Consideration of a petition for a Special Use approval of a 1,300 square feet (approximate) video gaming use in the B-2 Zoning District at 14-106 West 63rd Street, unit #7.	AGENDA NO. 5k
	AGENDA DATE: <u>08/8/16</u>

STAFF REVIEW: Anna Franco, Planning Consultant **SIGNATURE:** Anna Franco

LEGAL REVIEW: Tom Bastian, Village Attorney **SIGNATURE:** THOMAS BASTIAN JR.

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

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The subject property is zoned B-2. The proposed video gaming use is not currently a listed permitted or special use in the B-2 zoning district, or any zoning districts in the Village of Willowbrook as a standalone use, so this request includes a separate text amendment, which is the subject of PC 16-13, to add "Video Gaming" as a special use in the B-2 district. This separate case was considered at the same Plan Commission meeting on August 3, 2016 and recommended for approval.

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

Overview of Proposal - The applicant is proposing to use tenant space in the west existing multi-tenant commercial building at Willowbrook Square for a video gaming establishment. Video gaming terminals are electronic game machines that, upon insertion of cash, are available to play a video game including, but not limited to, video poker, slots, and blackjack utilizing a video display.

The Video Gaming establishment, "Betty's," would have a layout and atmosphere very different from a casino scheme of loud music, dark lighting, and ringing bells. The business would instead have a lounge like atmosphere where customers can select from a menu of light dishes, both alcoholic and non-alcoholic, while they play. The establishment imposes strict rules for alcoholic beverages. The establishment would have a maximum of five (5) gaming machines and would operate from 8am to 1am.

Merits for Special Use Approval - 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. The Plan Commission is satisfied that the existing parking and site layout of Willowbrook Square adequately supports the proposed use.

ACTION PROPOSED: August 8, 2016: 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

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 4, 2016

SUBJECT: Zoning Hearing Case 16-14: (14-106 West 63rd Street, Willowbrook, Illinois, Spinning Wheel Associates, 6262 S. Illinois Route 83, Willowbrook, Illinois) Consideration of a petition for a Special Use approval of a 1,300 square foot (approximate) video gaming use in the B-2 Zoning District at 14-106 West 63rd Street.

At the of the Plan Commission held on August 3, 2016, the above referenced application was discussed and the following motion was made:

MOTION: Made by Lacayo seconded by Kaucky 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 Attachment 1 of the staff report prepared for PC 16-14 for the August 3, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a video gaming use in the space at 14-106 West 63rd Street subject to the following condition:

1. The applicant must obtain the required liquor and gaming licenses prior to occupancy.

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

MOTION DECLARED CARRIED

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

DK:jp

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

Director of Finance

Carrie Dittman



Proud Member of the
Illinois Route 66 Scenic Byway



Village of Willowbrook Staff Report to the Village Board

Village Board:																
Receive	August 8, 2016															
Plan Commission:																
Hearing Date	August 3, 2016															
Meeting Date	August 3, 2016															
Prepared By:	Anna Franco, Planning Consultant															
Case Title:	PC 16-14: Video Gaming 14-106 West 63 rd Street															
Petitioner:	Spinning Wheel Associates, 6262 South Illinois Route 83, Willowbrook, Illinois 60527															
Action Requested by Applicant:	Special Use approval for a video gaming use for a B-2 zoning district property (subject to a Text Amendment pursuant to PC 16-13)															
Location:	Existing property zoned B-2 on the north side of 63 rd Street off of Americana Drive (commonly known as Willowbrook Square).															
Existing Zoning:	B-2 Community Shopping District															
Existing Land Use:	Commercial															
Property Size:	3.20 acres															
Surrounding Land Use:																
	<table><thead><tr><th></th><th>Use</th><th>Zoning</th></tr></thead><tbody><tr><td>North</td><td>Knolls Lake</td><td>B-2</td></tr><tr><td>South</td><td>63rd Street</td><td>63rd Street</td></tr><tr><td>East</td><td>Community Bank of Willowbrook</td><td>B-2</td></tr><tr><td>West</td><td>Stanhope Square Multi-Family</td><td>R-5</td></tr></tbody></table>		Use	Zoning	North	Knolls Lake	B-2	South	63 rd Street	63 rd Street	East	Community Bank of Willowbrook	B-2	West	Stanhope Square Multi-Family	R-5
	Use	Zoning														
North	Knolls Lake	B-2														
South	63 rd Street	63 rd Street														
East	Community Bank of Willowbrook	B-2														
West	Stanhope Square Multi-Family	R-5														
Documents Attached:	<ol style="list-style-type: none">1. Standards for Special Use Permit, no date (1 Sheet)2. Example Signage, 6/9/16 (4 Sheets)3. Company Overview, no date (13 Sheets)4. Tenant Lease, 3/7/16 (21 Sheets)															
Necessary Action by Village Board:	August 8, 2016: Receive Plan Commission Recommendation.															



Site Description

The property is 3.20 acres and is located on the north side of 63rd Street off of Americana Drive in the shopping area commonly known as Willowbrook Square. It is bordered by Knolls Lake to the north, the Community Bank of Willowbrook office building to the east, 63rd Street to the south, and the Stanhope multi-family complex to the west.

The property contains two (2) existing multi-tenant commercial buildings, and currently leases to commercial and office uses. The east building includes eight (8) tenant spaces, and the west building includes fifteen (15) tenant spaces.

Exhibit 1 Aerial of Subject Property

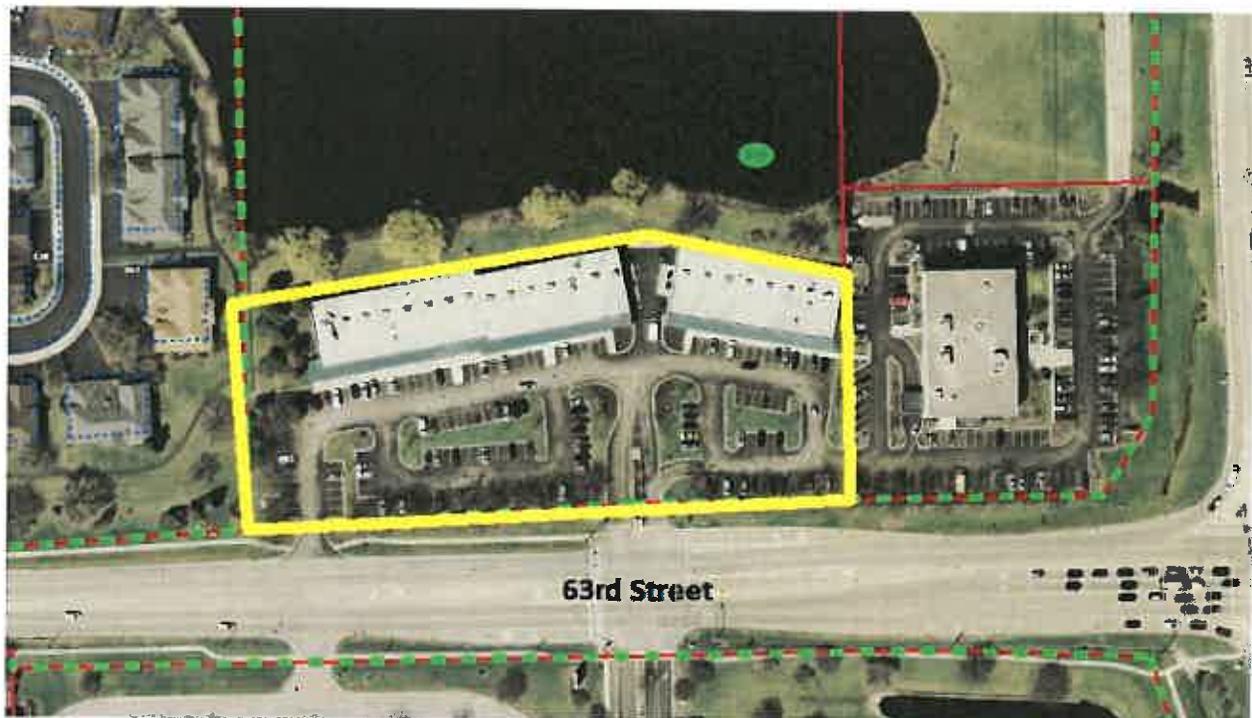


Exhibit 2 View of Shopping Center from 63rd Street





Development Proposal

Proposal

The applicant, is proposing to use tenant space in the west existing multi-tenant commercial building at Willowbrook Square for a video gaming establishment. Video gaming terminals are electronic game machines that, upon insertion of cash, are available to play a video game including, but not limited to, video poker, slots, and blackjack utilizing a video display. Video gaming terminals were approved for bars and restaurants by the Illinois legislature per the 2009 Video Gaming Act.

The Video Gaming establishment, proposed to be named "Betty's," would be a neighborhood gaming cafe and gathering place for adults. The layout and atmosphere is very different from a casino scheme of loud music, dark lights, and ringing bells. The business would instead have a lounge like atmosphere where customers can select from a menu of light dishes and both alcoholic and no alcoholic drinks while they play.

Customer Profile

According to the applicant, their business attracts a majority female clientele, about 67% of their customers; and about 80% of the customers are over 40 years of age. Please see an overview below.

- 67%-33% Female to Male
- 79.4% of our customers are over 40 years of age
- 56.67% are married or partnered

About the Applicant

The company, Blackhawk Restaurant Group, has over eight (80) years' experience of operating restaurants in five (5) states, including Illinois, Idaho, California, Texas, Oregon, and Washington. They currently have sixty-two (62) video gaming units operating in Illinois. Blackhawk Restaurant Group is the largest tax generator of local and state retail video gaming tax at 340% of the state unit average

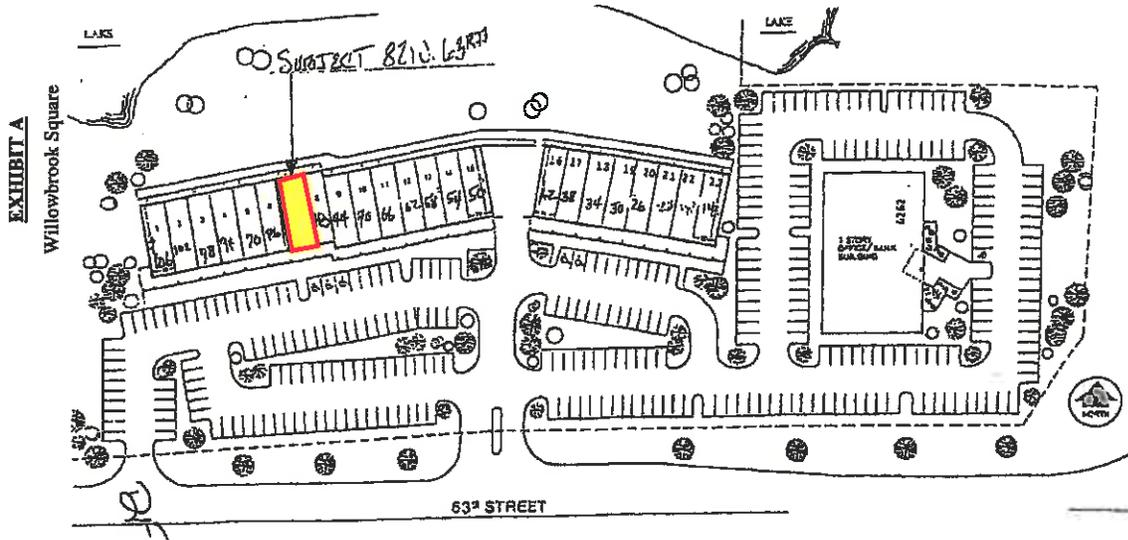
Staff Analysis

Use

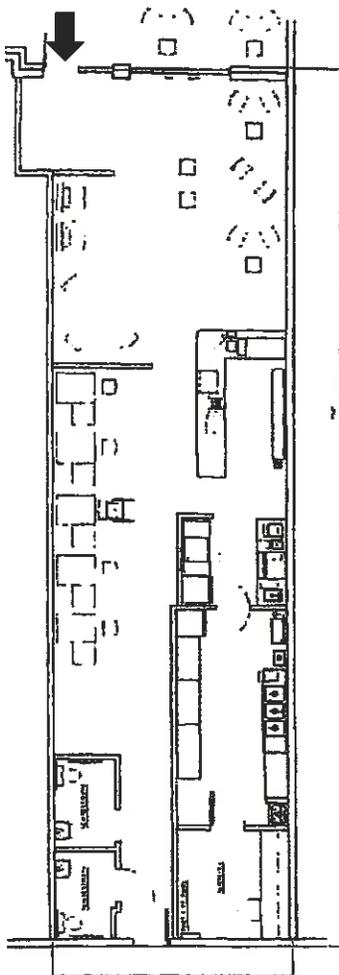
Video gaming is not currently a listed permitted or special use in the B-2 zoning district, so this request includes a separate text amendment, which is the subject of PC 16-13, to add "Video Gaming" as a special use in the B-2 zoning district. This separate case is also being considered at the same Plan Commission meeting on August 3, 2016. 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.



Exhibit 3 Unit Plan



Front of Establishment



Site Plan

The proposed use would occupy a tenant space in the middle of the existing west commercial building at Willowbrook Square. Please see Exhibit 3, above,

Layout

The video gaming establishment will be laid out so that the video gaming machines are located in the back of the store, so that the gaming area is discrete and private. Lounge chairs and tables will be placed at the front of the store, along with a bar and café area. The gaming and lounge/café common area will be separated by stylish screening. According to the applicant, there will be at least eight (8) cameras in the unit.

Interior Design

The interior design of the establishment would be upscale with a modern, warm, welcoming design. There would be a combination of seating options including leather chairs and sofas, and hi-top and regular table seating. The business usually spends about \$125,000-\$200,000 for the build out of each of their stores. Please see Exhibit 4 for pictures of their Morton Grove establishment.

Food & Beverage

Food will always be available during hours of operations. Their food options would include sandwiches, soups, and other small plates, and would serve coffee, soft drinks, juice, and teas for beverages. The applicant is requesting a liquor license for the establishment to serve beer and wine as well. According to the applicant, there is a three (3) drink maximum for the safety of their guests and employees.



Exhibit 4 Interior Design for Morton Grove Location



Signage

Exhibit 5, shows the signage that would be installed on the building for the applicant's tenant space. The sign would be 105" long and 40.6" tall.

Exhibit 5 Proposed Sign



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 improvement of the parking surface or striping is recommended. Staff also finds that the existing landscaping is adequate for the site.



Licensing

If the applicant's petition is recommended by the Plan Commission and approved by the Village Board, the applicant would need to apply for the following licenses

1. Applicant applies for a Village liquor license.
2. Applicant applies for a State liquor license.
3. Applicant applies for a State Video Gaming license.
4. Applicant applies for a local Video Gaming license.

Standards for Special Use Permit

Section 9-14-5.2 of the Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use permit. The applicant's responses are provided in *Attachment (1)*.

Motion

The following sample motion was provided in the staff report for the Plan Commission:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use outlined in Attachment 1 of the staff report prepared for PC 16-14 for the August 3, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a video gaming use in the space at 14-106 West 63rd Street subject to the following conditions:

1. The applicant must obtain the required liquor and gaming licenses prior to occupancy.

The following motion made by Lacayo was seconded by Kaucky and approved by a unanimous 6-0 roll call vote of the members present:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use outlined in Attachment 1 of the staff report prepared for PC 16-14 for the August 3, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a video gaming use in the space at 14-106 West 63rd Street subject to the following condition:

1. The applicant must obtain the required liquor and gaming licenses prior to occupancy.



Attachment 1

Special Use Standards and Findings for PC 16-14 Video Gaming Special Use

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

Finding: The proposed use will enhance both the current use of the property and aid in its value appreciation in the future. The Village of Willowbrook currently allows both the sale of liquor and video gaming so precedent has been established with the Village currently.

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

Finding: The proposed use should enhance the property use in the immediate area based on two main items; first, a financially secure tenant filling a currently vacant space; and second, increased occupancy and customer attraction will provide additional customers to both adjacent businesses and surrounding land owners.

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

Finding: The proposed use should in fact increase the development of adjacent and surrounding development due to the attraction of new customers visiting a new business concept that currently does not exist in the immediate area or Willowbrook.

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

Finding: All current infrastructure can and will support the proposed use.

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

Finding: E. Ingress and egress to the site will not be affected as the proposed use has a similar traffic profile to the existing tenant profile and mix.

- (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.

Finding: The proposed use will conform to all applicable regulations of this location.

- (G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).

Finding: Not applicable.

105"



40.6"

35.7"

CHANNEL LETTERS FRONT LIT



704 E. Rollins Rd.
Round Lake, IL 60073

Scale: _____

Job #: _____

Designer: fnp Date: 06/09/2016

r1: 00/00/00

r2: 00/00/00

r3: 00/00/00

r4: 00/00/00

Betty's 704 E Rollins Rd Round Lake (060920) (6.a)

Design Status:

- Approved
- Revised & resubmit
- Approved as noted
- Revised & resubmit

DATE: _____

DATE: _____

Permit Status:

- MUNICIPALITY: _____
- Applied
 - Revised & resubmit
 - Approved
 - Applied
 - Revised & resubmit
 - Approved

SIGNS3, Inc.
FULL SERVICE SIGN COMPANY

207 S. Gall Court
Prospect Hts., IL 60070
Ph/Fx: 847.222.0505

info@signs3.com signs3.com

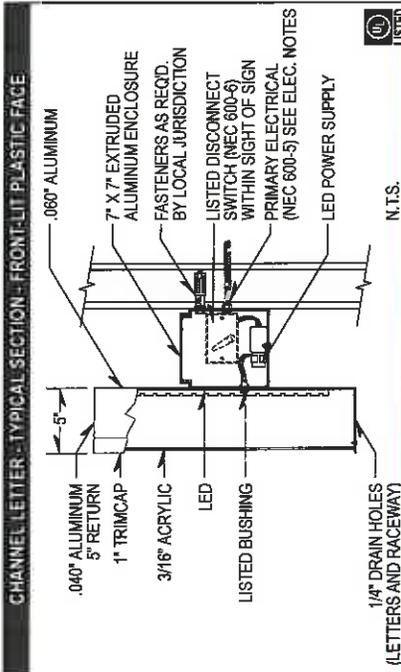
PROJECT COLORS:

- Blue(PMS 293)
- Brushed Aluminum
- Basecoat: A1683 Painter's White

PROJECT NOTES:

- QUANTITY: (1) sets of channel letters
- ILLUMINATION: LED
- FACES: translucent blue vinyl applied to white lexan
- CANS: .063" aluminum painted blue
- TRIMCAP: blue jewel-tone trimcap
- MOUNTING: recessy mount
- RACEWAY: yes/ painted to match fascia
- DIMENSIONS: 40.6"x105"
- TOTAL SQUARE FEET: 29.6 SF
- PRIMARY ELECTRICAL REQUIREMENT: Connect to existing power supply
- UL LISTED: yes

DETAIL DRAWING



ELECTRICAL NOTES

Sign Company DOES NOT provide primary electrical lighting. Power to the sign must be done by a licensed electrical contractor or a licensed electrician. Each sign must have:

1. a minimum of one dedicated 120V 20A circuit
2. junction box installed within 6 feet of sign
3. Three wires: Line, Ground, Neutral



The rendering depicts the approximate size and color. Final product may vary. This is an original, unpublished drawing submitted in connection with a project we are planning for you. This is not to be copied, reproduced, exhibited or shown to anyone outside of your organization without the written permission of Signs Sign, Inc. Artwork is exclusive property of Signs Sign, Inc.

**CHANNEL LETTERS
FRONT LIT**



704 E. Rollins Rd.
Round Lake, IL 60073

Scale: _____
 Job #: _____
 Designer: fnp Date: 06/09/2016
 11: 00/00/00
 12: 00/00/00
 13: 00/00/00
 14: 00/00/00

Project: 704 E Rollins Rd Round Lake 06092016.ai

Design Status:
 Approved Approved as noted
 Revise & resubmit

DATE: _____
 SIGN: _____

Permit Status:
 MUNICIPALITY: _____
 DATE: _____
 Applied DATE: _____
 Revise & resubmit DATE: _____
 Approved DATE: _____

SIGNS3, Inc.
 FULL SERVICE SIGN COMPANY

207 S. Gail Court
 Prospect Hts., IL 60070
 Ph/Fx: 847.222.0505

info@signs3.com signs3.com

PROJECT COLORS:

- Blue(PMS 293)
- Brushed Aluminum
- Raceway: A1683-Paintless White

PROJECT NOTES:

- QUANTITY: (1) sets of channel letters
- ILLUMINATION: LED
- FACES: translucent blue vinyl applied to white lexan
- CANS: 062" aluminum painted blue
- TRIMCAP: blue jewel-like trimcap
- MOUNTING: raceway mount
- FRAMING: yes/ painted to match fascia
- DIMENSIONS: 600" X 105"
- TOTAL SQUARE FEET: 250.5F
- PRIMARY ELECTRICAL REQUIREMENT: Connect to existing power supply
- UL LISTED: yes

RENDERING
DRAWING



The rendering depicts the approximate size and color. Final product may vary.
 This is an original, unpublished drawing submitted in connection with a project we are planning for you. This is not to be copied, reproduced, exhibited or shown to anyone outside of your organization without the written permission of Signs Signs Signs, Inc. artwork is exclusive property of Signs Signs Signs, Inc.

**CHANNEL LETTERS
FRONT LIT**



704 E Rollins Rd
Round Lake, IL 60073

Scale:
Job #:
Designer: fnp Date: 06/09/2016
R1: 00/00/00
R2: 00/00/00
R3: 00/00/00
R4: 00/00/00

Betty's 704 E Rollins Rd Round Lake 60092016.dwg
Design Status:
 Approved Approved as noted
 Revis & resubmit
DATE:
SIGN:
Permit Status:
MUNICIPALITY:
APPLIED DATE: DATE:
REVIS & RESUBMIT DATE: DATE:
APPROVED DATE: DATE:

SIGN3, Inc.
FULL SERVICE SIGN COMPANY



207 S. Gail Court
Prospect Hts., IL 60070
Ph/Fx: 847.222.0505

info@sign3.com sign3.com

PROJECT COLORS:

- BluePMS 293
- Brushed Aluminum
- Raceway: A1824-Cornel Tan

PROJECT NOTES:

- QUANTITY: (1) sets of channel letters
- ILLUMINATION: LED
- FINISH: translucent blue vinyl applied to white lexan
- CANS: .063" aluminum painted blue
- TRIMCAP: blue jewel-like trimcap
- MOUNTING: raceway mount
- RACEWAY: yes/ painted to match fascia
- DIMENSIONS: 40.6" X 10.5"
- TOTAL SQUARE FEET: 29.6 SF
- PRIMARY ELECTRICAL REQUIREMENT: Connect to existing power supply
- UL LISTED: yes

**SITE PLAN
DRAWING**



This is an aerial photograph of the site. The location of the sign is indicated by a red circle and arrow. The sign is to be installed on the building facade. The sign is to be installed on the building facade. The sign is to be installed on the building facade.

PYLON SIGN



704 E Rollins Rd
Round Lake, IL 60073

Scale:
Job #:
Designer: fnp
Date: 06/09/2016
r1: 00/00/00
r2: 00/00/00
r3: 00/00/00
r4: 00/00/00

Betty's 704 E Rollins Rd Round Lake 06092016.rvt

Design Status:
 Approved
 Resubmit & resubmit

Permit Status:
 Applied
 Resubmit & resubmit
 Approved

MUNICIPALITY:
DATE:
DATE:
DATE:

SIGN3 Inc.
FULL SERVICE SIGN COMPANY
207 S. Gail Court
Prospect Hts., IL 60070
PH/FX: 847.222.0505
info@signs3.com
signs3.com

PROJECT COLORS:

- Blue/PMS 283
- Gray
- White

PROJECT NOTES:

- QUANTITY: (2) pylon inserts
- INSERT: white lexan
- GRAPHICS: applied 1st surface vinyl
- DIMENSIONS: 22.75' x 56.5'

SITE PLAN
DRAWING



56.5'

22.75'

Mallard Creek



NAILS

Retail Space Available
1,200 to 10,700 SF
Pam 630.954.5677

NOTICE OF
PUBLIC HEARING
Date: October 8, 2015
Time: 7:00 P.M.
Place: 4877 N. Oak Country
Road, Round Lake, IL
At 7:00 P.M.
By contacting the Planning
Dept. at 630.954.5677
or by visiting the Planning
Department's Website

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Blackhawk Restaurant Group

A Brief Overview:

Proven Quality
Successful Operators
Impeccable Record

Blackhawk Restaurant Group

- Principals have 80+ years experience in operating restaurants in 5 states
 - Illinois
 - Idaho
 - Texas
 - California
 - Oregon
 - Washington
- 62 units currently operating in Illinois
 - Financially secure
 - Landlord friendly
 - Single largest tax generator in this space
 - Average 340% more in tax revenue vs. state average

Locations and Landlords

- Near all of the major supermarkets
 - Caputo's
 - Jewel
 - Mariano's
 - Schnucks
 - Tony's Fine Foods
- REIT's, Corporate and Individual Investors
 - Inland Real Estate
 - Regency

Narrative Concept

- Causal upscale eatery
 - Modern, warm, welcoming design
 - Traditional and soft seating options
- Bistro style menu
- Entertainment option
- Locations
 - Focus on high traffic centers
 - Convenience to our customers
 - Strategic sites based on local markets

Customized Design

- \$125,000-\$200,000 build out per store
- Gaming and common area are separated
- Gaming area is discrete and private
- Custom carpet
- Chicago history motif-art work
- Combination of seating options
 - Leather chairs and sofas
 - Hi-top and regular table seating
- State of the art video surveillance
 - 8+ camera in each unit

Design



Photos of our
Morton Grove
location

Blackhawk
RESTAURANT GROUP, LLC

Design-Discrete and Tasteful



Blackhawk
RESTAURANT GROUP, LLC

Corporate Food and Beverage Policies

- Food **ALWAYS** available during hours of operations
- All store employees are “Serve Safe” certified as a food handler
- Illinois Department of Public Health, food service sanitation manager certification on premise
- All employees are **BASSET Certified**
- Three (3) drink maximum
 - Safety of our guests and employees

Food and Beverage

- Gourmet coffee drinks, soft drinks, juices and tea
- Menu is light eclectic fare
 - Kickin' Crab & Sweet Corn Chowder
 - Chicken Club Sandwich
 - Philly Cheesesteak on a Pretzel Roll
 - Veggie Flat Bread, vegetarian option
 - Salted Caramel Brownie with Pretzel Crust
- Beer and Wine

Miscellaneous Facts

Blackhawk Restaurant Group:

- is largest tax generator of local and state retail video gaming tax at 340% of the state unit average
- has been criminal background checked by 50+ local governments, without incident or question
- has been vetted by over 60+ property owners for financial strength and stability



Thank You

Questions?

Mike Thiessen

630-656-5757

miket@blackhawkrestaurantgroup.com

Blackhawk
RESTAURANT GROUP, LLC

RETAIL LEASE

This lease, made as of this 7th day of March, 2016, between Willowbrook Square Management Co. Inc., an Illinois corporation, (hereinafter known as "Landlord") and Blackhawk Restaurant Group LLC Series WBSWillowbrook, d/b/a Betty's Bistro (hereinafter known as "Tenant").

WITNESSETH:

ARTICLE 1. DEMISED PREMISES AND TERMS: LANDLORD'S RESERVATIONS.

Landlord does hereby demise and lease to Tenant for use only by Tenant, the premises shown on Exhibit A, hereto attached and made a part hereof, known as Space #7, consisting of 1,300 square feet, and further known as 82 West 63rd Street, Willowbrook, Illinois (hereinafter referred to as "PREMISES"):

Part of Willowbrook Square Center a 30,000 sq. ft. shopping center at the Northwest Corner of 63rd Street and Route 83, in Willowbrook, DuPage County, Illinois 60527 (hereinafter referred to as "SHOPPING CENTER")

Landlord specifically excepts and reserves to itself the use of the roof, the exterior portions of the premises, other than the storefront, and such areas within the premises required for installation of utility lines and other installations required to serve other tenants of the Center and (to maintain and repair) specifically excepts and reserves to itself, unless otherwise specifically provided, all rights to the land and improvements below the floor level of the premises, to the air rights above the premises and to the land and improvements located on and within the common area.

TO HAVE AND TO HOLD the premises unto Tenant for and during the term of this lease commencing on March 1st 2016 and ending on February 28th 2021

IN CONSIDERATIONS THEREOF, the parties hereto mutually agree and covenant as follows:

ARTICLE 2. RENT (FOR THE TERM: SEE ARTICLE 39 HEREAFTER)

The Tenant shall pay as base rent to WSMC, as Agent, or to such other person or at such other place as Landlord may direct in writing, the sum (SEE ATTACHED SCHEDULE Art 39) in equal monthly installments in advance, on or before the first day of each month of the term, except that the Tenant shall pay the first such monthly installment on the first day when Tenant opens for business. The rent for the premises is due on or before the first day of each month during the term of this Lease.

Rent received after the seventh day of any month will incur an additional late fee of \$100.00 and in addition, shall accrue interest at the rate of 1-1/2% per month, from the date first due until payment is received.

ARTICLE 2A. SECURITY DEPOSIT.

Upon the execution hereof, tenant shall deposit with Landlord, or its designee, the sum of (\$9,000.00) to secure their performance hereunder, said deposit shall not bear interest and may be commingled with other funds of Landlord. If a default by Tenant shall occur, Landlord may use said deposit to cure such default, the full fund shall be on deposit with Landlord. If at the termination of this Lease Tenant shall have complied with all of its obligations hereunder, said fund or any portion not so applied by Landlord shall be returned to Tenant.

ARTICLE 3. Tenant's work; Lease Year.

All interior work shall be completed by Tenant at Tenant's expense and shall be referred to as "Tenant's Work".

Tenant agrees to submit to Landlord before starting construction, plans and specifications covering Tenant's Work in such detail as Landlord may require and agrees not to commence work on any of the aforesaid Tenant's work until Landlord has approved such plans and specifications in writing.

ARTICLE 3A. RENT VACATION.

Landlord agrees to notify Tenant in advance of the time when Tenant can commence the Tenant's Work. Tenant agrees to commence such work forthwith and diligently carry it to completion. Tenant shall be allowed a rent vacation for a period that will not be later than August 1, 2016 for completion of Tenant's Work ("Abatement

Period"). Rent to start on the earlier of August 1, 2016 or when Tenant opens for business, whichever shall come first?

Tenant shall provide valid issued Certificates of Occupancy from all applicable governmental authorities, when available.

The term "Lease Year" or "Year of Lease" as used herein shall mean twelve (12) months commencing on January 1 and ending on December 31 during the term hereof. If the term of the Lease begins on a date other than January 1, and/or if the lease term shall end on a day other than December 31, the first year and/or the last year, as the case may be, shall be partial lease years.

For any partial lease year all annual charges due under this Lease shall be prorated on the basis of the ratio of the number of days in such a partial lease year to 365. If rent begins on a day other than the first day of a month, the rent, common use area charge and any other monthly charges shall be prorated on the basis of the ratio of the number of days remaining in the month from the date on which rent begins to the number days in the month.

ARTICLE 4. USE.

The premises shall be occupied and used only for the purpose of restaurant and video gaming and for no other purposes whatever.

Without limiting the generality of the foregoing, Tenant shall not use said premises, not permit same to be used for the manufacture, sale, barter, trade, gift or service of intoxicating liquors of any nature whatsoever, as the same shall be defined under the statutes of the United States, the State of Illinois or any municipal or other governmental authority having jurisdiction.

Tenant agrees to keep open the premises and diligently operate the business conducted therein, using a sufficient number of adequately trained personnel for efficient service, during such hours and on such days and evenings of the week as may be determined by the Landlord but in any event, not less than forty-four (44) hours per week.

Tenant agrees to conduct Tenant's business at all times in a first-class, high-grade manner consistent with reputable business standards and practices in good faith and in such manner that the high reputation of the Center is maintained. Tenant agrees that storage and office space in the premises shall only be used in conjunction with the premises. Tenant also agrees to conduct Tenant's business under a trade name satisfactory to and approved in writing by Landlord and shall not change the character of the business operated in the premises without prior written approval of Landlord.

ARTICLE 5. TENANT'S ADVERTISING.

Tenant agrees to cause the store located in the premises to be included in Tenant's advertising program, if any, so that said store will receive at least equivalent treatment with respect to advertising and publicity as is afforded other stores now owned, operated or hereafter acquired by Tenant and to cause mention of the address, trade name and location of said store in such advertising and publicity as often as reasonably possible.

ARTICLE 6. TAXES AND INSURANCE.

In addition, to the other amount set forth in this Lease, Tenant will also pay to Landlord a pro rata share of the total real estate tax which is levied on all Landlord's land and buildings in the Center, including the common use areas, assessed with respect to any calendar year, all or part of which falls within the term of this Lease based on the ratio of the total number of square feet of Tenant's premises to the total number of square feet of rentable floor space of all of Landlord's buildings in the Center. Tenant's premises consist of 1,300 square feet and Landlord's rentable floor space in the buildings of the Center consists of 30,000 square feet. Should the state in which the Center is located, or any other political subdivision thereof, or other governmental authority having jurisdiction over the Center, specifically impose a tax, assessment, charge or fee or specifically increase a then existing tax, assessment, charge or fee, which Landlord shall be required to pay, either by way of substitution for said real estate taxes or assess against such land and buildings, or in addition thereto, or impose an income or franchise tax or tax on rents in substitution of a general tax levied against such land or such buildings, such taxes, assessments, charges or fees shall be deemed to constitute a real estate tax hereunder to the extent said taxes are in substitution therefore or in addition thereto. Tenant's pro rata share of all such real property taxes and assessments, as herein above defined,

during the term hereof shall be paid in advance of the due date in monthly installments on or before the first day of each calendar month during the Lease term, in an amount estimated by the Landlord; provided, that in the event Landlord is required under any mortgage covering part or all of Landlord's land and buildings in the Center to escrow real estate taxes, Landlord may, but shall not be obligated to use the amount required to be so escrowed as the basis for its estimate of the monthly installments due from Tenant hereunder. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the Lease term, Landlord shall furnish Tenant with a written statement of the actual amount of tenant's prorated share of the taxes and assessments for such year. If the total amount paid by Tenant under this Article for any calendar year during the term of this Lease shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against payments hereunder next due. All amounts due hereunder shall be payable in the manner and at such place as the rent payments provided for in Article 2 hereof. Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and tenant's obligations under this Article shall survive the expiration of the term of this Lease.

Tenant will also pay to Landlord a prorated share of the total cost of Landlord's fire and extended coverage insurance, with all endorsements, on Landlord's buildings in the Center, including maintenance and utility buildings, charged by Landlord's insurance company or companies with respect to any calendar year, all or part of, which falls within a lease year or partial lease year, based on the ratio of the total number of square feet of Tenant's premises to the total number of square feet of rentable floor area space of all of Landlord's buildings in the Center. In the event all of any installment of any special assessments or assessments shall become due and payable in regard to the Center by Landlord during any calendar year in which part or all of any lease year falls, Tenant shall pay its pro rata share of such assessment based on the ratio of the total square feet of floor space of Tenant's premises to the total square feet of rentable floor area in Landlord's buildings in that Center (or previous calculation). Upon receipt of the bill or bills covering such insurance and special assessments, Landlord shall notify Tenant and Tenant shall pay the same amount with the next installment of rent falling due at least ten (10) days after Landlord's notice

For any partial lease year, Tenant shall be obligated to pay only a pro rata share of said taxes, insurance and special assessment installments as hereinabove determined based on the number of days of such lease year falling within the year in question.

Whenever it becomes necessary to determine the total square feet of rentable floor space in Landlord's building under the terms of this Lease, same shall be determined as of the first day of January for the year in question, and shall be that space rented or held out for rent by Landlord, whether or not same is occupied, and shall be measured from the outside of exterior walls or the center of any common walls, as the case may be. The total space is agreed to be 30,000 sq. ft.

Landlord and Tenant hereby waive all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.

Notwithstanding anything to the contrary, the amounts specified in this Article 6 shall be included in Tenant's base rent for the initial term of the lease. Landlord and Tenant intent for this to be a gross lease during the initial term.

ARTICLE 7. SUBORDINATION.

This Lease at all times shall be subordinate to the lien of any mortgage, mortgages, trust deed or trust deeds now or hereafter placed upon the premises, and Tenant covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such mortgage, mortgages, trust deed or trust deeds as shall be desired by Landlord, or any mortgagees or proposed mortgagees or trustees under trust deeds, upon condition that Tenant shall have the right to remain in possession of the premises under the terms of this Lease, notwithstanding any default in any such mortgage, mortgages, trust deed or trust deeds, or after foreclosure thereof, so long as Tenant is not in default under any of the covenants, conditions and a agreements contained in this Lease.

If any mortgagee or trustee elects to have this Lease and the interest of Tenant hereunder superior to any

such interest or right evidences such election by notice given to Tenant, then this Lease and the interest of Tenant hereunder shall be deemed superior to any such mortgage or trust deed whether this Lease was executed before or after such mortgage or trust deed and in that event such mortgagee or trustee shall have the same rights with respect to this Lease as if it had been executed and delivered prior to the execution and delivery of the mortgage or trust deed and had been assigned to such mortgagee or trustee.

Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord's agent as its attorney in fact and in its name, place and stead so to do.

ARTICLE 8. ADDITIONAL CONSTRUCTION.

Landlord reserves the right as to the Center, at any time, to do, or permit to be done, any or all of the following: add buildings or structures, change the number or location of buildings and structures; change building dimension; change the identity and type of stores and tenancies and the dimensions thereof; change the name of the Center in which the premises are located; change the address or designation of the premises or the building in which the premises are located; provide underground and multiple level parking decks, and expand the size of the Center by acquiring or making available additional land; provided, however, that no such changes shall materially alter the size of the premises or deny reasonable ingress to and egress from the premises.

ARTICLE 9. CONDITION OF PREMISES.

Tenant's taking of possession of the premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition, see Exhibit E attached hereto. Tenant agrees that no representations respecting the condition of the premises and that no promises to decorate, alter, repair or improve the premises, either before or after the execution hereof, have been made by the Landlord or its agent to Tenant unless the same are specifically set forth in this Lease or in any exhibit attached to this Lease.

Tenant shall at its sole cost and expense and without any cost to Landlord make any and all additions, improvements, alterations and repairs to or on the premises which may at any time during the term of this Lease be required by any lawful authorities, except for those required for the structural repair and maintenance of the roof, foundation or exterior walls, other than the storefront. Any such improvements by Tenant shall be subject to Landlord's approval and Landlord may, but shall not be obligated to, deal directly with any authorities respecting their requirements for additions, improvements, alterations, or repairs.

ARTICLE 10. REPAIR AND MAINTENANCE OF PREMISES.

Except as provided in Article 18 hereof, Tenant shall, at Tenant's expense, at all times keep the premises and appurtenances thereto, including sewer lines to the point of connection to common mains and including utility lines to the point of connection with meters and switches therefore, in good order, condition and repair, clean, sanitary and safe, including the replacement of equipment, fixtures and all broken glass (with glass of the same size and quality) and shall, in a manner satisfactory to Landlord, decorate and paint the premises when necessary to maintain at all times a clean and sightly appearance.

During the term of this Lease, Tenant agrees to employ the licensed contractor approved by Landlord to perform Tenant's obligations for maintenance of the heating, cooling and ventilating units on the demised premises and the contractor approved by Landlord to perform Tenant's obligations for maintenance of all fire protection systems within the demised premises including the sprinkler system. Such maintenance shall include at least semi-annual inspections and cleaning of the units and systems, together with such adjustments and servicing as each such inspection discloses to be required and, in addition, all repairs, testing and servicing as shall be necessary or reasonably required by Landlord or Landlord's underwriter. The suitable contractor to be approved by Landlord shall be one who is reliable and capable of performing the Tenant's obligations hereunder at a competitive cost to Tenant. Nothing contained in this Article shall be deemed to be a guarantee by the Landlord or its agents or employees of the performance or responsibility for any contractor approved by Landlord as herein provided, and Tenant hereby waives all claims for damages to persons or property sustained by Tenant or any person claiming through Tenant resulting from or in any way concerned with Tenant's employment of a contractor pursuant to the provisions of this Article.

Notwithstanding anything to the contrary, so long as Tenant has maintained the appropriate service

contracts, as provided in this article, Landlord shall be responsible for the replacement of the HVAC servicing the premises at the end of its useful life. Tenant shall at all times remain liable for the maintenance requirements.

ARTICLE 11. ALTERATIONS.

Tenant shall not attach any fixtures or articles to any portion of the premises nor shall Tenant make any alterations, additions, improvements, changes or perform other work whatever in and to the premises without in each instance obtaining the prior written approval of the Landlord. Any alterations, additions, improvements, changes or other work necessary or required to maintain the premises in a suitable condition for Tenant's business purposes under the provisions of this Lease shall be made by Tenant at Tenant's sole cost and expense.

ARTICLE 12. TRADE FIXTURES.

Tenant agrees, at tenant's expense, to install all trade fixtures and such fixtures shall remain the property of the Tenant, but shall not be installed without the prior written approval of Landlord. It is further agreed that all the trade fixtures belonging to Tenant, which are, or may be, put into the premises, during the term hereof, whether exempt or not from sale under execution and attachment under the laws of the State of Illinois, shall at all times be subject to a first lien in favor of Landlord, for all rent, additional rent or other sums which may become due to Landlord from Tenant under this lease.

ARTICLE 13. LIENS.

Tenant agrees to promptly pay for any work done or material furnished on behalf of Tenant in or about the premises and will not permit or suffer any lien to attach to the premises and shall promptly cause any such lien or claim therefore to be released; provided, however, that in the event Tenant contests any such claim, Tenant agrees to indemnify and secure Landlord to Landlord's satisfaction. Tenant shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the premises.

ARTICLE 14. LAWS, ORDINANCES AND GENERAL CONDITIONS.

Tenant agrees promptly to comply with all laws, ordinances, orders and regulations affecting the premises and the cleanliness, safety, operation, signing, and use thereof. Tenant also agrees to comply with the recommendations of any insurance company inspection bureau or similar agency with respect to the premises.

Tenant agrees not to: (a) permit any unlawful practice to be carried on or committed on the premises; (b) make any use or allow the premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance thereof; (c) keep or use or permit to be kept or used on said premises any inflammable fluids or explosives without in each instance obtaining the prior written approval of the Landlord; (d) use the premises for any purpose whatsoever which might create a nuisance or injure the reputation of the premises or the Center; (e) deface or injure the building or premises; (f) overload the floors; or (g) commit or suffer any waste. Tenant agrees to pay to Landlord as additional rent any increase over standard insurance premiums in the cost of the insurance on the building or premises by Tenant, but such payment shall not constitute a waiver by Landlord of its right to enforce all of the covenants and provisions of this Lease.

Tenant agrees not to install any electrical equipment that overloads lines servicing the premises. In connection with the installation or use of any electrical equipment Tenant shall at Tenant's own expense make from time to time whatever changes are necessary to comply with the requirements of the Village of Willowbrook or insurance inspectors designated by Landlord. Tenant agrees not to use any electrical equipment that contains a heating element unless same is used in connection with a red pilot light connected and operated in compliance with the underwriters' specifications.

ARTICLE 15. OWNERSHIP.

If Tenant is a corporation or partnership and if the control thereof changes at any time during the term of this Lease then Landlord at its option may, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease subject to the remedies provided for breach in Article 25 hereof. Partnership control shall be deemed to have changed if one-third or more of the partners have changed at any time during the term of this Lease. Corporate control shall be deemed to have changed if ownership of 51% or more of the issued and outstanding shares of stock shall have changed at any time during the term of the Lease.

If Tenant is a sole proprietorship, Landlord shall have the option to terminate this Lease in the event of Tenant's incapacity or death upon sixty (60) days prior notice to Tenant or his legal representative.

ARTICLE 16. UTILITIES.

Tenant shall pay for all utilities and services used in the leased premises, including without limitation air-conditioning, heat, gas, water and electricity (which said services are hereinafter in this Article 16 referred to as "services"), it being understood that Landlord shall be under no obligation to furnish said service to Tenant, and no discontinuance or interruption in the furnishing of any of said services shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from the performance of its obligations under this Lease. Should Landlord supply any of said services, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by Landlord with proper regulatory authority.

ARTICLE 17. COMMON USE AREA.

Landlord hereby grants to Tenant the right to use, subject to the conditions hereinafter stated, the parking areas, walkways and roadways in the Center for parking and movement of automobiles and persons. The conditions of Tenant's use of such common areas are as follows:

The common areas shall be used by Tenant, its agents, employees, customers and invitees, in common with other owners, occupants and tenants from time to time in the Center;

Tenant's right to use the common areas shall terminate upon the termination of this Lease by lapse of time or otherwise;

Tenant shall make no use of the common areas which shall interfere in any way with the use of the common areas by others;

Landlord shall have the right from time to time to construct other temporary and permanent buildings or improvements in the common areas, to change the location or character of and to make alterations of or additions to the common areas and to repair and reconstruct the common areas;

Use of all parking areas or other common areas shall be subject to the rules and regulations from time to time approved by Landlord, including the right of Landlord to institute a parking system by validation, or otherwise, for such use.

The common use areas shall consist of the following facilities, if any, in the Center: parking areas in tiers and/or at grade, sidewalks, and canopies, streets, passenger vehicle roadways, truck roadways, loading platforms, public and common washrooms, and any other facilities available for common use, all as they may from time to time exist at the commencement of the term hereof and by addition and substitution by Landlord thereafter, and as shall be available to all the tenants and occupants of space in the Center and their employees, agents, customers, licensees and invitees.

Landlord may at any time close any common areas to effect construction, repairs, alterations, additions or changes thereto with the Center, or to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. The manner in which areas and facilities shall be maintained and operated and the expenditures thereof shall be at the sole discretion of the Landlord.

Tenant agrees to pay to Landlord as additional rent hereunder a minimum monthly common area use charge of (see schedule per month for each month of the term, which charge may be increase from time to time in the event such charge is insufficient to cover Tenant's pro rata share of Landlord's cost (including appropriate reserves) for operating, administering, maintaining, repairing, replacing or improving all installations (including gardens and landscaping) and facilities within the common use areas or constituting a part thereof. Without limitation of the generality of the foregoing, Landlord's cost shall include the following: lighting, cleaning, water and sewer, snow and ice removal, painting, draining, insuring, taxes other than real estate taxes, other expense related to the common use areas, and other expenses related to the common use areas, and an amount equal to five percent (5%) of the total of all the foregoing costs and expenses to cover Landlord's administrative costs. Tenant's pro rata share of Landlord's costs as used in this paragraph shall be based on the ratio of the total square feet of floor space of Tenant's premises to the total square feet of rentable floor space of all of Landlord's buildings in the Center. Tenant's pro rata share of Landlord's cost is determined. Tenant's share of Landlord's cost may be based

upon Landlord's estimate as stated above subject to adjustments in future billings to Tenant. If the total amount paid by Tenant under this Article for any calendar year during the term of this Lease shall be less than the actual amount due from Tenant for such year as shown on statement of expenses, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Landlord; failure to do so within ten (10) days of demand in writing shall constitute a breach of this agreement. If the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against payments hereunder next due. Any increase monthly payment determined to be necessary shall become effective thirty (30) days after written notice from Landlord of its determination under the provisions hereof.

Neither Landlord, nor any company, firm or individual operating, maintaining, managing or supervising the common area services, nor any of their respective agents or employees, shall be liable to Tenant or any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damages, injuries losses, expenses, claims or cause of action, because of any interruption for discontinuance at any time for any reason in the furnishing of any said common area services; nor shall any interruption or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the premises or any part thereof, nor shall any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.

Notwithstanding anything to the contrary, the amounts specified in this Article 17 shall be included in Tenant's base rent for the initial term of the lease. Landlord and Tenant intent for this to be a gross lease during the initial term.

ARTICLE 18. DAMAGE TO PREMISES (FIRE AND CASUALTY).

If the Premises shall be so damaged by fire casualty or other cause or happening, so as to render the Premises unfit for Tenant's proposed use, then this Lease shall terminate at the option of either party and any unearned rent paid in advance and the security deposit shall be refunded within thirty (30) days. If neither party so elects, or if the Demised Premises shall be partially destroyed by fire, casualty or other cause or happening, but not rendered untenable, then the Demised Premises shall be promptly restored by Landlord and a just proportion of the rent specified shall abate from the date of such fire, casualty or other cause or happening, until the leased Premises shall have been restored, this restoration must be substantially accomplished within ninety (90) days after partial destruction, provided that should said Premises not be restored to their former condition within one hundred twenty (120) days from the date of said partial destruction, then Tenant, at its option, may cancel and terminate this Lease in its entirety and shall be entitled to a refund of unearned rent paid in advance; and provided further, that if the fire, casualty or other cause or happening occurs during the final six months of the Lease term, Landlord shall not be required to restore the Premises to their former condition.

ARTICLE 19. INSURANCE.

Tenant agrees to maintain during the term hereof or extension thereof the following insurance coverage with respect to the premises in companies satisfactory to the Landlord; (i) public liability and property damage in the minimum amount of Five Hundred Thousand and No/100 - Dollars (\$500,000.00) for injury to or death of any one person; One Million and No/100 Dollars (\$1,000,000.00) for the injury to or death of more than one person arising out of any one accident or occurrence; One Hundred Thousand and No/100 - Dollars (\$100,000.00) for damage to property, all such insurance to include Landlord, its beneficiaries and their employees and agents as insured parties; (ii) fire, extended coverage, vandalism and malicious mischief on contents, inventory, and business property endorsed to cover improvements and betterments in any amount no less than the full replacement value thereof; and (iii) plate glass insurance acceptable to Landlord in an amount equal to full replacement value. Tenant shall provide Landlord with copies of policies or certificates evidencing that the aforesaid insurance is in full force and effect.

Tenant agrees to deliver or cause to be delivered to Landlord at least ten (10) days prior to the commencement of Tenant's Work under Article 3 hereof or the commencement of any work under Article 11 hereof a policy or certificate of insurance in a company satisfactory to Landlord providing coverages details in Exhibit C attached hereto.

All policies and certificates shall provide that the Landlord shall be given a minimum of ten days' written notice by any such insurance company prior to the cancellation, termination or change of such coverage. All insurance herein required shall be deemed to be additional obligations of the Tenant and not a discharge of or a limitation to Tenant's indemnification of Landlord, its beneficiaries and their employees and agents under Article 23

hereof.

ARTICLE 20. CONDEMNATION.

If the premises or any part thereof shall be taken under eminent domain proceedings, the Landlord may at Landlord's option terminate this Lease as of the date when possession is taken. The Tenant shall have no claim against the Landlord by reason of such taking or termination and shall not have any claim or right to any prior of the amount that may be awarded or paid to Landlord as a result of any such taking. In any event, the entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction there from for any present or future estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

ARTICLE 21. ASSIGNMENT AND SUBLETTING.

Tenant shall not, without the prior written consent of Landlord, , (i) assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by operation of law; (iii) sublet the premise or any part thereof; or (iv) permit the use of the premises by any parties other than Tenant, its agents and employees. Tenant shall by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after date of Tenant's notice), to assign this Lease or to sublet any part or all of the premises for the balance or any part of the term. Tenant's notice shall include all of the terms of the proposed assignment or sublease and shall state the consideration therefore. Tenant's notice shall state the name and address of the proposed assignee or subtenant and a true and complete copy of the proposed assignment or sublease shall be delivered to Landlord with Tenant's notice.

Landlord will not unreasonably withhold its consent or Tenant's assignment of the Lease or subletting such space to the party identified in Tenant's notice, provided, however, that in the event Landlord consents to any such assignment or subletting, and as a condition thereto, Tenant shall pay to Landlord ninety per cent (90%) of all profit derived by Tenant from such assignment or subletting. For purposes of the foregoing, profit shall be deemed to include, but shall not be limited to, the amount of all rent payable by such assignee or sub lessee in excess of the Base rent, additional rent and rent adjustments, payable by Tenant under this Lease. If part of the consideration for such assignment or subletting shall be payable other than in cash, the payment to Landlord of its share of such non-cash consideration shall be in such form as is satisfactory to Landlord.

Tenant shall and hereby agrees that it will furnish to Landlord upon request from Landlord a complete statement, certified by an independent certified public accountant, setting forth in detail the computation of all profit derived and to be derived from such assignment or subletting, such computation to be made in accordance with generally accepted accounting principles. Tenant agrees that Landlord or its authorized representatives shall be given access at all reasonable times to the books, records and papers of Tenant relating to any such assignment or subletting, and Landlord shall have the right to make copies thereof. The percentage of Tenant's profit due Landlord hereunder shall be paid to Landlord within two days of receipt by tenant of all payments made from time to time by such assignee or sub lessee to Tenant.

Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this lease, and Tenant shall continue fully liable thereunder. The subtenant or subtenants or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provision and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, and executed copy of each such sublease or assignment and an agreement of compliance by each subtenant or assignee.

Any sale, assignment, mortgage, transfer, or subletting of this Lease which is not in compliance with the provision of this Article shall be of no effect and void.

ARTICLE 22. ACCESS TO PREMISES.

Tenant agrees that Landlord, its agent, employees or servants or any person authorized by Landlord may enter the premises to inspect the condition of the same, to make such repairs, additions, improvements, changes or alterations to the premises, the building or the Center of which the premises is a part as Landlord may elect to make, and to exhibit the same to prospective purchasers of the building of which the premises are contained, or to

prospective tenants, and to place in and upon said premises at such places as may be determined by landlord "for rent" signs or notices during the last ninety (90) days of the term hereof and Tenant undertakes and agrees that neither Tenant nor any person within Tenant's control will interfere with such signs or notices. Such entry, inspection and repairs, additions, improvements, changes or alterations as Landlord may make of the premises or of the building of which the premises are a part shall not constitute eviction of Tenant in whole or in part and the rent reserved shall in no way abate while such work is being done by reason of loss or interruption of business of Tenant or otherwise. If Tenant or Tenant's agents or employees shall not be present to permit entry into the premises at any time and for any reason when entry therein shall be necessary or permissible under this Lease, Landlord or its agents or employees may enter same by passkey.

ARTICLE 23. WAIVER OF CLAIMS AND INDEMNITY.

Except for negligence of Landlord and its agents and employees, Tenant waives all claims against Landlord and its agents and employees for injury to persons or damage to property sustained by Tenant or any person claiming though Tenant resulting from any occurrence in or upon the premises or building of which they shall be a part, including, but not limited to, such claims for damages resulting from: (a) any equipment or appurtenances becoming out of repair; (b) the premises or the building being out of repair; (c) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot or disorder or other casualty; (d) any defect in or failure to plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, gas, water, steam pipe or downspout; (e) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other place upon or near such building or premises or otherwise; (f) the falling of any fixture, plaster or stucco; and (g) any act, omission, or negligence of co-tenants or of other persons or occupants of said building or of adjoining or contiguous building or of owners of adjacent or contiguous property.

Tenant agrees to indemnify, defend and hold harmless Landlord and its agents and employees, from and against all claims, liabilities, losses, damages and expenses for injury to or death of any person or loss of or damage to property in or upon said premises and including the person and property of Tenant, its employees, agents, invitees, licensees or others, it being understood and agreed that all property kept, stored or maintained in or upon the premises, shall be at the risk of Tenant. The foregoing indemnity shall be in addition to the Tenant's obligation to supply the insurance as required by Article 19 and not in discharge of or substitution for the same.

If any damage to the premise or other property of Landlord results from any act or neglect of Tenant, its agents or employees, Landlord may at its option repair such damage, and Tenant shall promptly on demand reimburse Landlord for the cost thereof.

ARTICLE 24. ATTORNEYS FEES.

In case Landlord, or its agents or employees, or any of them shall be made a party to any litigation commenced by or against Tenant, then Tenant shall pay all cost, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigations. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord, or its agents or both in enforcing the covenants and agreements of this Lease.

ARTICLE 25. DEFAULT OF TENANT.

It is agreed that (i) if Tenant vacates or abandons the premises or permits the same to remain vacant or unoccupied for a period of ten (10) days, or (ii) if the rent, additional rent, or any part thereof shall not be promptly paid when requested, or (iii) if default shall be made in the prompt and full performance of any covenant, condition or agreement of this Lease to be kept or performed by Tenant and such default or breach of performance shall continue for more than a reasonable time (in no event to exceed thirty (30) days) after written notice to Tenant, specifying such default or breach of performance, or (iv) if any proceedings shall be commenced to declare tenant bankrupt or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Tenant's debts or obligations or to delay or extend the payment thereof, or if any assignment of Tenant's property be made for benefits of creditors, or if a receiver or trustee be appointed for Tenant or Tenant's property or business, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option, without further notice or demand of any kind to Tenant or any other person, may have, in addition to all other legal or equitable remedies, the following described remedies:

Landlord may elect to terminate this Lease and the term created hereby in which event Landlord forthwith

may repossess the premises and Tenant shall pay at once to Landlord as liquidated damages a sum of money equal to the rental provided in Article 2 of this Lease to be paid by Tenant to Landlord for the balance of the stated term of this Lease.

Landlord may elect to terminate Tenant's right of possession without termination of this Lease in which event Tenant agrees to surrender possession and vacate the premises immediately and deliver possession thereof to Landlord and Tenant hereby grant to Landlord full and free license to enter into and upon the premises, in whole or part, with or without process of law to repossess Landlord of the premises or any part thereof and to expel or remove any and all property therefrom without terminating the Lease or releasing the Tenant in whole or in part from Tenant's obligation to pay rent and perform the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer; and without relinquishing Landlord's right to rental or any other right of Landlord in this Lease or by operation of law.

Tenant hereby expressly waives the service of any notice of any election made by Landlord under this Article 25, demand for possession, including any and every form of demand and notice prescribed by law. Landlord is obligated to give only such notice as in this Lease specified.

Upon and after entry into possession without terminating the Lease, Landlord may, but shall not be obligated to relet all or any part of the premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord's sole discretion shall determine and Landlord shall not be required to accept any tenant offered by Tenant, to observe any instruction given by Tenant about such reletting, or to do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages of Tenant. For the purpose of such reletting, Landlord may decorate or make repairs, changes alterations, or additions in or to the premises to the extent deemed by Landlord desirable or convenient. All such considerations so received shall be the sole property of Landlord; provided, however, if the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the rental reserved in this Lease together with an amount equal to five percent (5%) of the rent provided for in any new Lease as liquidated damages and the cost of repairs, alterations, additions, redecorating and Landlord's other expenses, Tenant agrees to pay to Landlord the deficiency upon demand.

The service of five-day notice, demand for possession, a notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises shall not relieve Tenant from Tenant's obligation to pay the rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. The Landlord may collect and receive any rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, or modify the rights or remedies which Landlord has in equity or at law or be virtue of this Lease.

The acceptance of liquidated damages by Landlord under any of the provisions of this Lease shall not preclude Landlord from the enforcement of any of the covenants or agreements of this Lease, nor shall any other act which infers recognition of the tenancy operate as a waiver of Landlord's right to terminate this Lease or operate as extension of this Lease.

ARTICLE 26. SURRENDER OF PREMISES, ABANDONMENT OF TENANT'S TRADE FIXTURES AND HOLDOVER.

Tenant, upon expiration or terminations of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the premises, including the alterations, additions, improvements, changes and fixtures other than Tenant's movable trade fixtures, in broom-clean condition and in good repair, except for damage caused by acts of God, ordinary use and wear and damage by fire or casualty. Tenant agrees to remove Tenant's trade fixture upon any such expiration or termination and to repair all damage to the premises caused by such removal. Tenant's failure to remove all or part of Tenant's trade fixtures upon such expiration or termination shall be deemed an abandonment to Landlord of such trade fixtures and, if Landlord elects to remove all or any part of said fixtures, the cost of such removal, including repairing any damage to the premises caused by such removal, shall be paid by Tenant. In the even that Tenant shall fail to surrender the premises as provided in Article 2 of this Lease, payments to be paid by Tenant to the Landlord for all the time Tenant shall so retain possession of the premises or any part thereof plus any additional rental payments provided for in this Lease; provided, however, that

exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.

If Landlord shall at any time be entitled to retention of liquidated damages pursuant to any of the covenants, conditions or agreements of this Lease either (1) after termination of Tenant's right to possession without termination of this Lease, or (2) after the termination of this Lease, Landlord shall recover and Tenant agrees to pay all sums due under the provisions of this Lease.

ARTICLE 27. UNPERFORMED COVENANTS OF TENANT.

In the event Tenant shall fail to comply with and perform any of the Tenant's covenants, conditions or agreements herein contained the Landlord shall have the right (but not be obligated) to perform any such covenants, conditions or agreements, and the Tenant agrees to pay to the Landlord on demand, as additional rent hereunder, a sum equal to the amount expended by the Landlord in the performance of such covenants, conditions and agreements. Tenant agrees that the Landlord, its beneficiaries or their agents or employees, may enter the premises and that such entry and such performance shall not constitute an eviction of Tenant, in whole or in part, nor relieve Tenant from the continued performance of all covenants, conditions and agreements of this Lease, and further agrees that Landlord, its beneficiaries and their agents and employees shall not be liable for any claims for loss or damage to Tenant or anyone claiming through or under Tenant.

ARTICLE 28. RULES AND REGULATIONS.

Tenant covenants and agrees with Landlord that:

No sign, advertisement, notice or other lettering, or any other thing of any kind shall be exhibited, inscribed, painted or affixed on any part of the outside of the leased premises (including the exterior or interior side of any door, wall or window), except for Tenant's exterior store identification sign without prior written consent (See Exhibit D attached hereto). Illuminated signs located in the interior of any store and which are visible from the outside of any store shall be in good taste so as not to detract from the general appearance of the store and Center. Tenant shall not use handbills for advertising at Center;

No awning or other projections shall be attached to exterior walls of the premises or the building of which they form a part, except if attached without Landlord's prior written approval;

All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purpose by Landlord;

All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord, and prepared for collection in the manner and at the times and places specified by Landlord. If the Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant will not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord;

No radio or television aerial or other similar device shall be installed and no aerial shall be erected on the roof, on exterior walls of the premises, or on the grounds. Any such device or aerial installed shall be subject to removal without notice at any time;

No loud-speakers, television sets, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Landlord;

No auction, fire, bankruptcy or selling-out sales shall be conducted on or about the premises;

Tenant shall keep Tenant's display windows, illuminated signs and lights on the storefront lighted each and every day of the term hereof during the hours designated by the Landlord;

Tenant shall keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;

Notwithstanding anything to the contrary contained in Article 29 (b) above, Tenant's exterior store identification sign shall be constructed in accordance with attached Exhibit D and shall be maintained by Tenant at its sole cost and expense. Landlord also requires Tenant to install said sign at Tenant's sole cost and expense;

The areas immediately adjoining the premises shall be kept clean by the Tenant and Tenant shall not place or permit any obstructions or merchandise in such areas or in service corridors;

Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for employee parking by Landlord. Tenant shall furnish Landlord the State automobile license numbers assigned to Tenant's car or cars and the cars of Tenant's employees within five days after taking possession of the premises and shall thereafter notify the Landlord of any changes within five days after such changes occur;

Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require, provided the cost thereof is competitive to any similar service available to Tenant;

Tenant shall not make or permit any noise or odor which Landlord deems objectionable to emanate from the premises and no person shall use the leased premises as sleeping quarters, sleeping apartments or lodging rooms;

Tenant shall obtain all permits and licenses necessary to conduct its business;

Tenant shall not operate any coin or token operated vending machine or device for the sale of any goods, wares, merchandise, food, beverages, and services, including but not limited to, pay telephones, pay lockers, scales, and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without prior written consent of Landlord.

The foregoing covenants and agreements in this Article 28 shall be referred to as "Rules and Regulations".

Tenant agrees that Landlord may amend, modify and delete present rules and regulations or add new and additional reasonable rules and regulations for the use and care of the premises, the building of which the premises are a part, the common use areas and all of the Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord or upon the posting of same in such place within the Center as Landlord may designate.

In the event of any breach of any rules and regulations herein set forth or any amendments or additions thereto, Landlord shall have all remedies in this Lease provided for default of Tenant.

ARTICLE 29. TENANT'S ASSOCIATION

Intentionally deleted.

ARTICLE 30. NOTICES.

Notices and demands required or permitted to be given hereunder may be given by personal delivery to either party or any officer of the party to be notified, or may be sent by certified mail addressed, postage prepaid; to it at the address last specified in writing by either party. Notices and demands shall be deemed to have been given when delivered or, if made by personal delivery, then upon such delivery.

Until otherwise specified the payment of rent and delivery of notices shall be addressed as follows:

If to Landlord: Willowbrook Square Management Co. PO Box 3822 Oakbrook, IL 60523	If to Tenant: Blackhawk Restaurant Group 17W635 Butterfield, Suite 120 Oakbrook Terrace, IL 60181
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ARTICLE 31. REMEDIES.

All rights and remedies of Landlord herein created or otherwise existing at law or equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.

The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of any of Landlord's rights or remedies concerning any subsequent or continuing breach or default by Tenant of any of the covenants, conditions and agreements of this Lease. No surrender of the demised premises shall be effected by Landlord's acceptance of rental or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such as a surrender.

ARTICLE 32. SUCCESSORS AND ASSIGNS.

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as used in this Lease the word "Tenant" shall include, where appropriate, any party or parties having or making claim to the leasehold interest herein.

ARTICLE 33. REPRESENTATION.

It is understood and agreed by Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the premises or the making of this Lease except as in this Lease expressly set forth and that no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord. Neither Landlord, nor their agents and employees shall be liable by reason of or breach of, any representations or promises not expressly stated in this Lease.

ARTICLE 34. ESTOPPEL CERTIFICATE.

At any time, and from time to time, Tenant agrees to execute, acknowledge and deliver to Landlord within ten (10) days of receipt of written demand from Landlord by presentation in person or first class mail return receipt requested, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid. Failure to comply will constitute a default by Tenant and this Lease will be terminated thirty (30) days after delivery of demand by Landlord to Tenant without further action by either party.

ARTICLE 35. INTERPRATION.

The time of the performance of all of the covenants, conditions and agreements of this Lease is of the essence of this agreement. Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant.

The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. References to "Landlord" herein shall, if Landlord is a so called land trust, be interpreted as including Landlord's beneficiaries, who shall have the right to enforce the obligations of Tenant in this Lease set forth in their own names or through an agent. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The submission of this Lease for examination does not constitute an offer to lease, or reservation of or option for the premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord and Tenant and the payment of all fees. The captions of the several articles contained herein are for convenience only and do not define, limit, describe or construe the contents of such articles.

No amendments, modifications of or supplements to this Lease shall be effective unless in writing, executed and delivered by Landlord and Tenant. If any provision of this lease is held to be invalid, such invalid provision shall be deemed to be severable from the body shall not affect the validity of the remainder of this Lease.

ARTICLE 36. PROHIBITION AGAINST RECORDING.

Neither this Lease, no any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under, or on behalf of Tenant, and the recording thereof in violation of this provision shall make this lease null and void at the election of the Landlord ARTICLE 37.

Landlord hereby represents that it has full power and authority to execute this lease and to bind

Willowbrook Square Management Co. to the terms and conditions as set forth herein.

ARTICLE 38. NO RESERVATION.

Submission of this instrument or any part thereof for examination does not constitute a reservation of or option for the premises. The instrument does not become effective as a lease or otherwise until executed and delivered by Landlord, and the security deposit or any other fees or charges are paid in full.

ARTICLE 39. BASE RENT

Notwithstanding anything contained to the contrary herein, the MONTHLY RENTS BELOW INCLUDE CAM, INSURANCE AND, TAXES.

YEAR 1 \$3,100.00

YEAR 2 \$3,100.00

YEAR 3 \$3,100.00

YEAR 4 \$3,193.00

YEAR 5 \$3,289.00

ARTICLE 39A. PAYMENT OF ADDITIONAL RENT.

After year 5, CAM charges, taxes and insurance will be reviewed and adjusted for every year for option periods these charges will be in addition to the monthly base rent.

ARTICLE 40. TENANT'S EXCLUSIVE.

Provided that Tenant is not in default under this Lease, Tenant shall have the exclusive right to operate gaming terminals under the Illinois Video Gaming Act (or similar future legislation) pursuant to all local governmental regulations at the Shopping Center. The Landlord shall not permit, in any other lease of space at the Shopping Center, another tenant to operate video gaming terminals (a tenant leasing space at the Shopping Center, other than the Tenant, who is permitted in its lease the right to operate video gaming terminals in their leased space at the Shopping Center is herein referred to as a "Competing Tenant").

In the event the Landlord shall permit a Competing Tenant, the Tenant's sole and exclusive remedy shall be to reduce its payment of Minimum Rent by fifty percent (50%), which reduction shall commence the date which is thirty (30) days after Tenant delivers to the Landlord written notice that there is a Competing Tenant at the Shopping Center (setting forth the name of such Competing Tenant and its particular use which makes it a Competing Tenant) and which reduction shall end on the earliest to occur of: (i) the date that the Landlord cures the Competing Tenant violation, if any, or (ii) the date Tenant ceases to open and operate at the Premises. In the event such violation continues for a period of one (1) year (commencing from the date on which Tenant delivers to the Landlord written notice that there is a Competing Tenant at the Shopping Center (setting forth the name of such Competing Tenant and its particular use which makes it a Competing Tenant)), Tenant shall have the right to either (i) terminate this Lease by delivering written notice to Lessor within thirty (30) days following the expiration of the one (1) year period of such violation, if any, and if such notice is timely and properly given, then this Lease shall terminate effective as of the thirtieth (30th) day after such notice is given or (ii) resume paying full Minimum Rent, which shall serve as a waiver of Tenant's right to seek remedies based on the offending violation. Tenant shall not have any other right or remedy including, without limitation, the right to commence any action for injunctive or other relief in the event of a breach hereof.

The Landlord agrees, within sixty (60) days after the Landlord's receipt of written notice that there is a Competing Tenant at the Shopping Center (setting forth the name of such Competing Tenant and its particular use which makes it a Competing Tenant), to commence and diligently pursue, in good faith and exercising commercially reasonable efforts, the cure of the violation of this Lease by the Competing Tenant by all available means including, without limitation, taking all action available to Lessor at law or equity against such Competing Tenant. Notwithstanding the above, if a Competing Tenant is operating video gaming terminals in violation of the terms of

its lease of space at the Property (a "Renegade Tenant"), then the Minimum Rent shall not be reduced during and throughout the period that Lessor has commenced and is diligently pursuing the cure of the Competing Tenant as required above. As used herein, "commercially reasonable efforts" shall mean the institution and good faith and diligent prosecution of appropriate legal action against the Competing Tenant in a court of competent jurisdiction to cause the Competing Tenant to cease and desist from violating the provision of this Section. It is expressly understood that Lessor shall not be required to appeal an adverse decision of the court of original jurisdiction, unless so requested by Tenant, with any such appeal to be at Tenant's sole cost and expense.

ARTICLE 41. TERMINATION OPTION.

Tenant, in its sole discretion, shall have the one-time option to terminate this LEASE (the "Termination Option") by providing written notice to Landlord on or before July 31, 2016 (the "Termination Notice Deadline"). Upon the execution of this Lease and in consideration of said Termination Option, Tenant shall pay Landlord, the non-refundable amount of \$7,500.00.

If Tenant provides written notification to Landlord of its wish to exercise the Termination Option prior to the Termination Notice Deadline, this LEASE shall be deemed null and void, Landlord shall return to Tenant the Security Deposit of \$9,000.00 within 15 days and no further action will be required by either party. If Tenant does not wish to exercise the Termination Option or if Landlord is not in receipt of Tenant's written notification to exercise the Termination Option prior to the Termination Notice Deadline, this LEASE shall remain in full force and effect, with the first month's full rent payment due on August 1, 2016, as provided for in this LEASE.

ARTICLE 42. BROKERAGE COMMISSIONS.

The Tenant shall be responsible for the payment of any and all brokerage commissions or fees due Schulz Properties, Ltd., Tennant's representative, other than a single payment of \$1,900.00 by the Landlord to be paid when tenant begins paying monthly rent. Tennant and Landlord each hold harmless and indemnify the other from and against any claim, expense, or liability for any claim, compensation, or commission by any other broker or agent.

ARTICLE 43. HVAC WARRANTY.

Landlord will be responsible for maintenance, repair, or replacement of the currently installed HVAC during the first 24 months of the initial lease term. Tenant shall bare the cost of twice annual service of HVAC by Landlord's contractor.

ARTICLE 44. COST OF IMPROVEMENTS (REIMBURSEMENT).

Landlord will make a one-time payment of \$13,000 upon Tennant's completion of improvements within the demised space and presentation to Landlord of Tennant's contractor's final statement, final waiver of lien, and occupancy permit (or the permitting authority's equivalent) from the Village of Willowbrook.

ARTICLE 45. MONUMENT SIGN.

Beginning after the Abatement Period, Tenant will be responsible for a monthly payment of \$100 to defray costs for an advertising panel on monument sign located at the entrance to the shopping center. Panel changes, after an initial set-up will be at the tenant's discretion and expense.

ARTICLE 46. PARKING.

Tenant's customers will have unrestricted access to the parking provided within the center.

EXECUTED as of the latest date accompanying a signature by Landlord or Tenant below:

LANDLORD:
Willowbrook Square Management Co. Inc.

By:

Attest or Witness

Name:
Title:
Date of Signature: _____, 2016

TENANT:
Blackhawk Restaurant Group LLC Series
WBSWillowbrook



Attest or Witness

By:



Name: David Connor
Title: Managing Member
Date of Signature: _____, 2015

Taxpayer Identification Number: 45-4510375

EXHIBIT A

Willowbrook Square

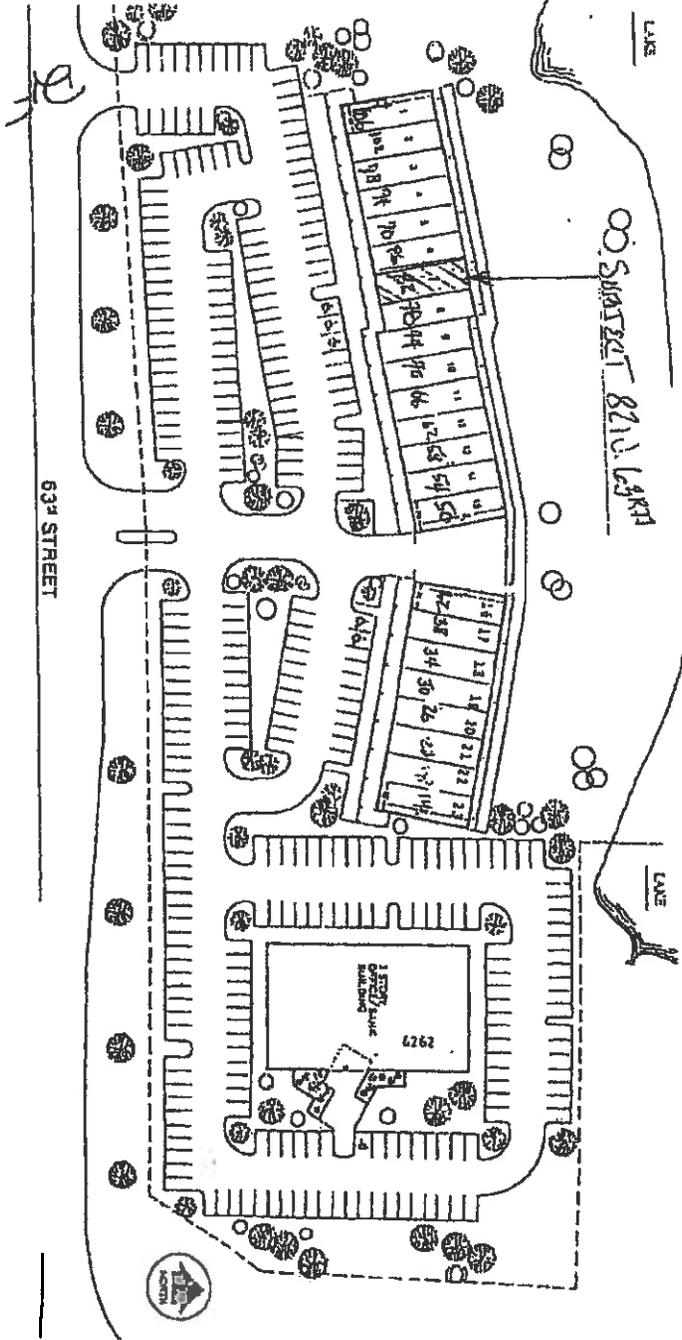
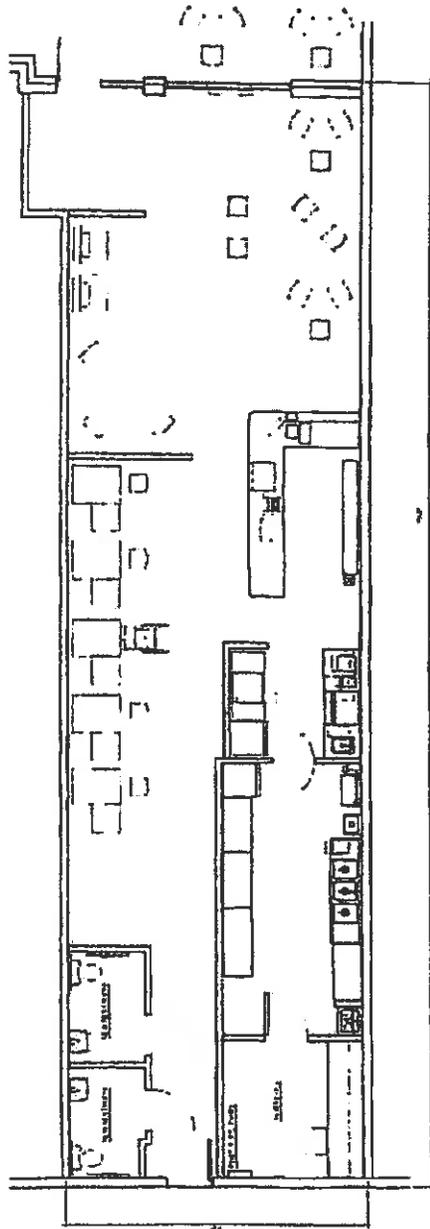


EXHIBIT #

EXHIBIT A-1

Tenant's Typical Floor Plan



Handwritten signature or initials.

EXHIBIT B: SIGN CRITERIA

Tenant will not erect any signs except in conformity with the following policy:

Wording on large scale signs shall be limited to store or trade name only. Each party's customary signature or logo, hallmark, insignia, or other trade identification will be respected.

Signs must be illuminated with no exposed neon tubing or exposed lamps. Signs of the flashing, blinking, rotating, moving, animated or audible types or not permitted. No "can" signs will be permitted. Signs shall be individual letters, internally illuminated, and mounted on a raceway.

Exposed raceways are required to be painted the same color as the painted cedar facial, which sample tenant acknowledges receipt of.

The size of all Tenant's signs shall be limited. Tenant's signs shall be located within the limits of its projected lease line and shall not project more than eight inches (8") and shall conform to the following proportionate height criteria, unless otherwise approved: signs shall be limited in overall area to one square foot for each foot of store frontage (i.e. 20 x 65 would be allowed 20 square feet maximum and shall not exceed a length of sixteen feet (16') or a maximum width of 80% of the store width unless otherwise approved. All sign letters shall have returns of the individual letters of dark bronze.

Painted or printed signs on the exterior surface of any building shall be prohibited, except small scale signs relative to store name and stating store hours which are neatly lettered on the glass of the storefront but subject to Landlord's approval and in addition, any non-customer door will have in two inch (2") block letters, the name and address of the Tenant.

Public safety decals or artwork on glass in minimum sizes to comply with applicable Code, subject to the approval of the Landlord may be used, as required by buildings codes or other governmental regulations.

Paper signs, stickers, banners or flags are prohibited without the Landlord's prior written approval whether inside or outside the storefront.

Sign company names or stamps shall be concealed (Code permitting).

Except as otherwise approved in writing by Landlord, only one sign per Tenant will be permitted.

Sign letters must be internally lighted with lamps or tubes entirely concealed within the depth of the letter or may be opaque or translucent plastic face with no visible openings.

Exposed sign illumination or illuminated sign cabinets or modules are not permitted.

Signs and identifying marks shall be placed entirely within the boundaries of Tenant's premises.

Tenant shall not install any rooftop or under canopy signs.

Tenant shall not install pylon signs.

No signs will be permitted at the rear of any building

Three complete sets of sign drawings must be submitted to the Landlord for written approval before fabrication. Tenant's sign drawings must include the following:

Elevation view of storefront showing sign (drawn to accurate scale) with dimensions of height of letters and length of sign.

Color sample of sign letters.

Cross section view through sign letter and sign panel showing location of sign relative to the canopy face and showing the dimensioned projection of the face of the letter from the face of the sign panel.

The landlord shall not be responsible for the cost of refabricating of signs fabricated, ordered or constructed, which do not conform to the sign criteria.

EXHIBIT E: RENEWAL OPTION

Subsequent Terms: (Options to Renew)

- A. Tenant shall have two (2) options to extend the term of this Lease for six years each, providing the Tenant shall give the Landlord notice in writing at least 90 days prior to the expiration of the initial term of this Lease (or first option term) that it intends to renew same consisting of 1,300 square feet and provided further that at the time of exercise of the option granted to Tenant herein, Tenant shall be in compliance with all of the provisions of this Lease.

The extended terms hereunder shall be subject to all the terms and provisions of the Lease, except that the rental for each year of the extended term shall be adjusted in accordance with Paragraph B below.

- B. **Rent Adjustment.** Lessor and Lessee agree that the following rent adjustments shall be made with respect to each year of the extended term under the above paragraph A. For each year of the six-year period of extension, if the option therefore is exercised, the base rent per lease year payable hereunder shall be increased three percent (3%) over the previous Lease Year.

EXHIBIT C

Tenant Completion Checklist

TENANT NAME _____ SPACE # 7
SPACE ADDRESS _____ WORK PHONE _____

DATE	DESCRIPTION
_____	SPACE LAYOUT SENT TO TENANT (FLOORPLAN & MECHANICAL)
_____	TENANT'S PRELIM. DESIGN FROM ARCHITECT: RECEIVED
_____	MECHANICAL APPROVED
_____	ELECTRICAL APPROVED
_____	PLUMBING APPROVED
_____	PLAN RETURNED TO TENANT
_____	TENANT'S SIGN DESIGN APPROVED BY LANDLORD
_____	NOTIFICATION OF OCCUPANCY TO LANDLORD'S INSURANCE CARRIER
_____	2 SETS OF TENANT'S SPACE WORKING DRAWINGS RECEIVED BY LANDLORD
_____	DELIVERY OF POSSESSION OFFERED AND ACCEPTED BY TENANT;
_____	DATE (RENT VACATION - NUMBER OF DAYS __)
_____	NAME OF TENANT'S GENERAL CONTRACTOR _____ PHONE _____
_____	NAME OF TENANT'S CARPENTRY CONTACTOR _____ PHONE _____
_____	NAME OF TENANT'S MECHANICAL CONTRACTOR _____ PHONE _____
_____	NAME OF TENANT'S ELECTRICAL CONTRACTOR _____ PHONE _____
_____	NAME OF TENANT'S PLUMBING CONTRACTOR _____ PHONE _____
_____	DATE OF START OF TENANT'S CONSTRUCTION
_____	ESTIMATED DATE OF STORE OPENING
_____	TENANT'S PERFORMANCE BOND RECEIVED
_____	ITEMIZED TENANT CONSTRUCTION COST RECEIVED
_____	TENANT'S CONTRACTOR INSURANCE CERTIFICATE RECEIVED
_____	CERTIFICATE OF ACCEPTANCE OF TENANT IMPROVEMENTS BY LANDLORD
_____	FINAL WAIVER AND SWORN STATEMENT FROM TENANT'S GENERAL CONTRACTOR
_____	TENANT CHARGES AND EXTRAS COMPLETED BY LANDLORD, PAID IN FULL
_____	COPY OF OCCUPANCY PERMIT RECEIVED BY LANDLORD

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: An Ordinance Granting Certain Variations from the Zoning Ordinance 7725 South Quincy Street – TruFragrance & Beauty Headquarters.	AGENDA NO. 6 AGENDA DATE: 08/8/16
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STAFF REVIEW: Anna Franco, Planning Consultant	SIGNATURE: <u>Anna Franco</u>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

TruFragrance & Beauty LLC, located at 7725 South Quincy Street, wishes to undergo a sale lease back with Wisconsin based Zilber Property Group. The sale lease back would allow Zilber to acquire the building and maintain TruFragrance as their tenant, under a long term lease with multiple renewal options.

As part of Zilber's due diligence, they have identified that the south interior side yard setback of 9.8' is not in conformance with the Village's code requirement of a minimum of a twenty feet (20'). Before finalizing the sale-lease back, Zilber would like evidence that the current building is in conformance with the Village code.

The current property owner nor Village Staff have been able to locate the original ordinance granting a special use for the property, which may show evidence that the 9.8' interior side yard setback had previously been granted. Although the original special use ordinance was not found, Staff did find a site plan that illustrates an interior side yard setback of ten feet (10') from the south property line and was stamped with approval by the Building & Zoning Department in 1978.

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

While the documents found by Staff suggest approval of the interior side yard setback in 1978, Staff needs the ordinance to confirm this approval, which cannot be found. Therefore, the current property owner is petitioning for a variance to ensure that the current building is in conformance with the Village's code. Staff has also identified other variances necessary for conformance, including an increase in the maximum lot coverage from 50% to 53.3% and a variance to reduce the required minimum pavement setback from the north (interior side) and south (interior side) property lines from ten feet (10') to 1.0' and 9.80' respectively.

ACTION PROPOSED: July 25, 2016: Receive Plan Commission Recommendation.
August 8, 2016: Consideration of Attached Ordinance.



Village of Willowbrook Staff Report to the Village Board

Village Board:

Receive & Remand July 25, 2016
Ordinance Consideration August 8, 2016

Plan Commission:

Hearing Date July 20, 2016
Meeting Date July 20, 2016

Public Hearing Date: July 20, 2016 (Special Meeting)

Prepared By: Anna Franco, Planning Consultant

Case Title: 16-15: 7725 S. Quincy Street, Code Compliance

Petitioner: 7725 Quincy Partners LLC an Illinois LLC, 7725 S. Quincy Street, Willowbrook, IL

Action Requested by Applicant:

Consideration of a petition for variations from Title 9 of the Village Code to allow an existing non-conforming principal structure to be in conformance with the Village's code, at the property commonly known as TruFragrance & Beauty LLC Headquarters, in the M-1 Zoning District.

Location: Located at the east end of Midway Drive between Stonewheel Inc. and Sterigenics.

Existing Zoning: M-1 Light Manufacturing, with special use

Existing Land Use: Office/Warehouse

Property Size: 2.071 acres

Surrounding Land Use:

	Use	Zoning
North	Stonewheel Inc.	M-1
South	Sterigenics	M-1
East	Multi-tenant office/manufacturing bldg.	M-1
West	South Quincy Street	South Quincy Street

Necessary Action by Village Board:

July 25, 2016: Receive Plan Commission Recommendation.
August 8, 2016: Consideration of Attached Ordinance.



Documents attached at end of report:

1. Responses to Standards for Variations, dated 06/27/16 (2 Sheets)
2. Narrative of Request, dated 06/27/16 (2 Sheets)
3. ALTA/NSPS Land Title Survey, dated 05/05/16 (1 Sheet)
4. Zoning Setback Exhibit, dated 03/25/16 (1 Sheet)
5. Approved Site Plan, dated 03/20/78 (1 Sheet)
6. Approved Building & Use Permit, dated 4/4/78 (5 Sheets)

Site Description

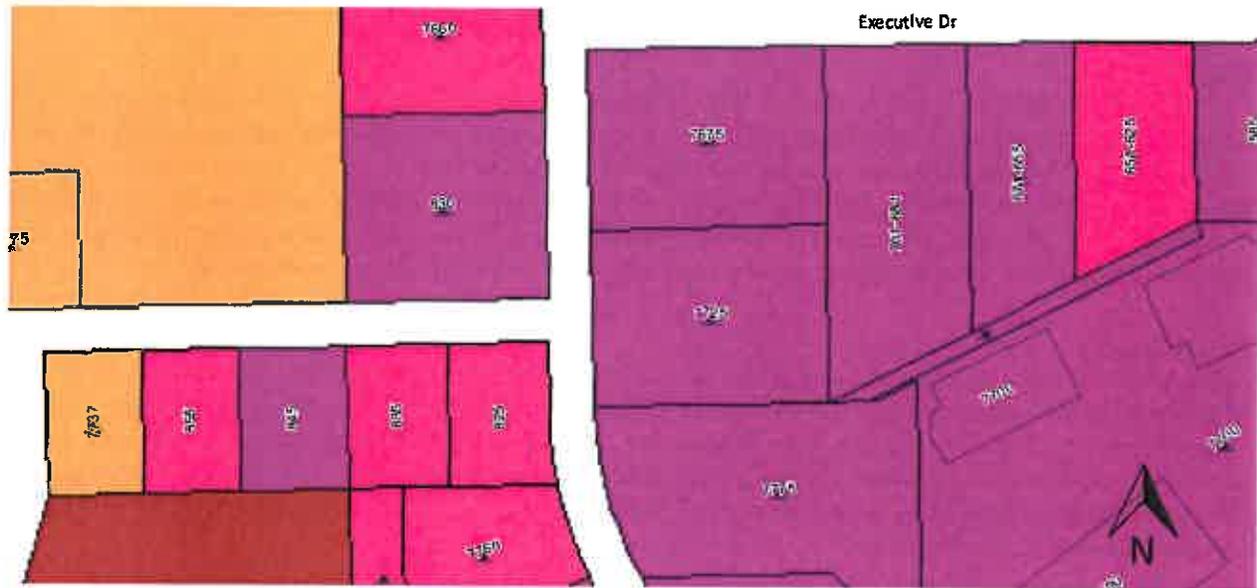
The property is located at the east end of Midway Drive, bordered by Stonewheel Inc. to north, South Quincy Street to the west, Sterigenics to the south, and a multi-tenant office/manufacturing building to the east. The site is a total 2.071 acres and contains an existing office and warehouse building that houses the TruFragrance & Beauty LLC Headquarters. The property has one (1) parking lot with a total of forty (40) parking spaces and two (2) points of access from South Quincy Street. The south access to the parking lot is also used for access to a loading dock, located at the southwest corner of the existing building. The property has a lot depth of 343 feet, with 263 feet of frontage along S. Quincy Street. The existing building has a footprint of +/- 48,019 square feet and its main entrance is located on the northwest corner of the building, facing west.

Exhibit 1 Site Location





Exhibit 2 Village of Willowbrook Zoning Map



Development Proposal

Exhibit 3 Existing Building Elevation (looking southeast)



About the Petitioner

TruFragrance & Beauty LLC is a nationally recognized manufacturer and distributor of fragrance and cosmetics products, with offices throughout the United States, with their national headquarters located here in Willowbrook. Their Willowbrook headquarters handles the administrative functions of the national corporation including IT, accounting, human relations, as well as production, quality assurance, warehousing, and shipping.



The current owners of the subject property bought the property out of receivership in approximately 2010 and undertook a multi-million dollar renovation for use by TruFragrance & Beauty LLC National Headquarters. The renovations that were made to the facility have made it a modern and attractive office in the Village.

Sale Lease Back

TruFragrance leases their space in the building, however, the current owner and TruFragrance are related parties. The current property owner and TruFragrance wish to enter into a sale-lease back with Zilber Property Group. Zilber is a long term investor of industrial buildings, with more than six million square feet of industrial, office, and retail space, primarily in the Milwaukee and Chicago areas (More information on Zilber is available in *Attachment 2, Narrative of Request*). The sale lease back would allow Zilber to acquire the building and maintain TruFragrance as their tenant, under a long term lease with multiple renewal options.

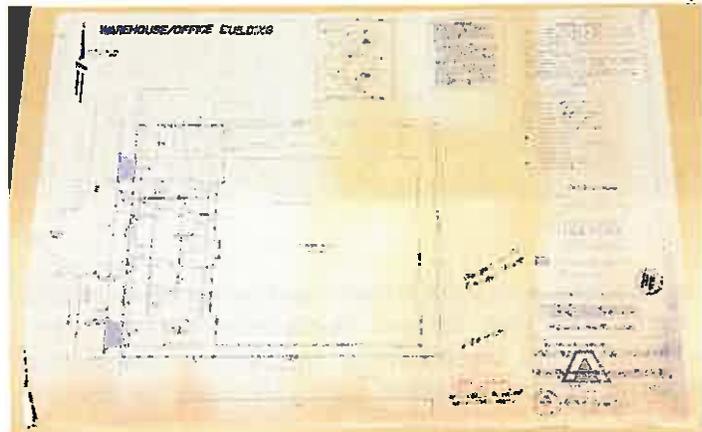
Zoning Request

Zilber has been conducting zoning due diligence of the property prior to their final purchase. In their due diligence, they have identified that the south interior side yard setback of 9.8' is not in conformance with the Village's code requirement of a minimum of a twenty (20) feet. Before finalizing the sale-lease back, Zilber would like evidence that the current building is in conformance with the Village code; so, that if all or part of the current building were to be destroyed, they as the owner would not be required to rebuild on a different footprint than what currently exists.

The current property owner has not been able to supply evidence that a variance had been approved for the interior side yard setback and approached the Village to supply this evidence. Multiple Village staff members have conducted a search for the original ordinance that granted the special use permit, and therefore the variance for the interior side yard setback. Staff has searched both the Village's electronic and hard copy files, as well as meeting minutes from microfilm, but unfortunately have been unsuccessful in finding the subject ordinance.

Although staff was not able to find the ordinance granting approval, Staff did find a site plan (*Attachment 5, Approved Site Plan*) that illustrates an interior side yard setback of ten (10) feet from the south property line and was stamped with approval by the Building & Zoning Department in 1978. Additionally, Staff found an approved Building Permit that includes an illustrative site plan with a ten (10) foot setback from the south property line (*Attachment 6, Approved Building & Use Permit*).

Exhibit 4 Approved Site Plan & Building Permit



Willowbrook, Illinois, February, 14, 1978.

VILLAGE OF WILLOWBROOK BUILDING AND ZONING DEPARTMENT PERMIT
Application For Building And Use Permit
APPLICATION IS HEREBY MADE FOR PERMISSION FOR THE:
Erection of Alteration of Addition to

Warehouse **OFFICE**

7725 QUINCY STREET

On..... in.....
in MILLWABROOK EXECUTIVE PLAZA

To S.E. 1/4 Section 26... T. 38... N. R. 11... E of 2nd P.M.

Estimated Valuation \$500,000.00 Dollars

Preliminary Fee Dollars

(See Attached Sheet)

PLANS APPROVED
BY BUILDING & ZONING DEPARTMENT
VILLAGE OF
WILLOW BROOK
BY FALD DATE 7/1/78
PERMIT NO. 7289

Total \$ 85,784.71



While the documents found by Staff suggest approval of the interior side yard setback, Staff needs the ordinance to confirm this approval. Therefore, the current property owner is petitioning for a variance to ensure that the current building is in conformance with the Village’s code. Staff has also identified other variance necessary for conformance, which are listed below:

Summary of Variances Requested:

1. Variation from Section 9-8-3 (D) to reduce the required interior side yard setback from the south property line from twenty feet (20’) to 9.80’.
2. Variation from Section 9-8-3 (E) to increase the maximum lot coverage from 50% to 53.3%.
3. Variance from Section 9-10-5(G) to reduce the required minimum pavement setback from the north (interior side) and south (interior side) property lines from ten (10) feet to 1.0’ and 9.80’ respectively.

Staff Analysis

Bulk Requirements

The property is zoned M-1. A detailed discussion of important bulk exceptions and variations as it relates to the petition is provided below.

1. **Height.** The maximum height of a building in the M-1 zoning district is 40’. The total height of the existing building is 22.5’ and is therefore in conformance with the Village’s code.
2. **Building Setbacks.** The required and existing minimum building setbacks are shown in *Table 1* below. The existing building is currently not in conformance with the Village’s required M-1 District interior side yard setback requirement and therefore the applicant is requesting a variance to reduce the minimum side yard setback to 9.80’.

Table 1 Building Setbacks

Yard	Description	Required	Minimum Provided	Variance
Front	From Quincy Street	Min. 40’	Min. 96.25’	none
Interior Side	From Sterigenics	Min. 20’	Min. 9.80’	yes
Interior Side	From Stonewheel Inc.	Min. 20’	Min. 39.55	none
Rear	From Multi-tenant Building	Min. 20’	Min. 20’	none

3. **Maximum Lot Coverage.** The maximum lot coverage for a property in the M-1 zoning district is 50%. The existing building comprises approximately 53.24% of the total lot. The applicant is therefore requesting a variance to increase the allowable maximum lot coverage to 53.24%.
4. **Pavement Setbacks.** Pavement setbacks are regulated in the Parking Section of the Zoning Ordinance. The required and proposed minimum setbacks are shown in *Table 2* below. The existing pavement setbacks are currently not in conformance with the Village’s requirements and therefore the applicant is requesting a variance to reduce the minimum interior side yard pavement setback to 1.0’ on for the north property line and 9.80’ for the south property line.



Table 2 Pavement Setbacks

Yard	Description	Zoning Ordinance	Minimum Provided	Variance	Description
Front	From Quincy Street	Min. 15'	Min. 25'	none	For parking west of the building
Interior Side	From Sterigenics	Min. 10'	Min. 9.8'	yes	For parking and concrete loading dock
Interior Side	From Stonewheel Inc.	Min. 10'	Min. 1'	yes	For parking west of the building
Rear	From Multi-tenant Building	Min. 10'	Min. 247'	none	For parking west of the building

5. **Foundation Landscaping Area.** The Zoning Ordinance requires a minimum foundation landscape area of seven feet (7') per section 9-14-2.23 (3)d. As evidenced in *Table 3*, the existing foundation landscaping is in conformance with the seven foot (7') foundation landscaping on all sides of the building.

Table 3 Foundation Landscaping Area

Yard	Description	Required	Minimum Provided	Variance
Front	From Quincy Street	Min. 7'	Min. 9'	none
Interior Side	From Sterigenics	Min. 7'	Min. 9.8'	none
Interior Side	From Stonewheel Inc.	Min. 7'	Min. 39.55	none
Rear	From Multi-tenant Building	Min. 7'	Min. 20'	none

Standards for Variations

Section 9-14-4.5 of the Willowbrook Zoning Ordinance establishes seven (7) standards for variations that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the variations. The applicant's responses are provided in *Attachment 1* of this staff report.



Motion

The following sample motion was provided in the staff report for the Plan Commission.

Based on the submitted petition and testimony presented, I move that the Plan Commission forward its findings of fact to the Mayor and Village Board for variations as shown in Attachment 1 of the staff report prepared for the July 20, 2016 Plan Commission for PC 16-15, and recommend approval of variations as outlined in this staff report prepared for the July 20, 2016 Plan Commission for PC 16-15, to allow an existing non-conforming principal structure to be in conformance with the Village's code.

The following motion made by Ruffolo was seconded by Lacayo and approved unanimous 5-0 roll call vote of the members present:

Based on the submitted petition and testimony presented, I move that the Plan Commission forward its findings of fact to the Mayor and Village Board for variations as shown in Attachment 1 of the staff report prepared for the July 20, 2016 Plan Commission for PC 16-15, and recommend approval of variations as outlined in this staff report prepared for the July 20, 2016 Plan Commission, to allow an existing non-conforming principal structure to be in conformance with the Village's code.

Next Steps

The petition is considered for a formal vote by the Village Board at the August 8th Village Board meeting.



Attachment 1

Variation Standards and Findings for PC 16-15 7725 South Quincy Street

9-14-4.5: Standards for Variations

The Plan Commission shall not recommend and the Board of Trustees shall not grant variations from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

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

Finding: The building located on the 7725 S. Quincy St. site was constructed in 1978. It is currently a nonconforming use due to the southern interior set back; with the building set back 10 feet instead of the 20 feet as required by the Willowbrook Municipal Code. In the event of a partial casualty or complete destruction of the building, it could not be rebuilt on the current foundation and comply with current Village code. Zilber Property Group ("Zilber") is an established commercial real estate investor, and is the proposed purchaser and intends to lease the property to the existing tenant, TruFragrance & Beauty LLC for 10 years with two 5 year renewal option. Zilber intends to hold the property in its portfolio. The proposed variance would make the current southern set back a legal and conforming use, allowing Zilber to repair or rebuild the property on its existing foundation in the event of a casualty. The costs that would be incurred to rebuild or repair the building and complying with the 20 foot set back makes the Property unmarketable to institutional investors or their lenders.

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

Finding: No changes in the User, zoning, parking, or other aspects of the existing building are being requested. The building was purchase out of foreclosure by its current owners who undertook in 2010 a multimillion dollar renovation of the Building to make it suitable to serve as the National Headquarters for TruFragrance & Beauty LLC. The attractiveness of the building and its the ability to maintain the current user in place makes this property very attractive to Zilber. However, the existing nonconforming status with respect to the southern interior set back presents a potentially uninsurable risk for an investor like Zilber who are long term investors. The variance, if granted, would make the current configuration of the building legal and conforming, and give Zilber the certainty that in the event of a casualty they could repair or rebuild the building on the existing footprint.

This is the one remaining issue delaying the closing of the sale and leaseback. The existing Building has been on this same footprint since it was constructed in 1978.

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

Finding: Petitioner did not construct the Building located on the 7725 S. Quincy St. site, but purchased it out of receivership and has invested several million dollars to renovate it into the Tru Fragrance & Beauty National Headquarters.



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

Finding: No exterior or interior changes are being requested by this variance, and by having a well-respected institutional investor take ownership, it provides additional assurance that the Building will be maintained as a quality asset.

- (E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

Finding: No physical changes to the building will occur and the light and air to adjacent buildings will not be impacted. Since there will not be a change with respect to the Tenant in the Building, no increase in street congestion, danger of fire, or endangerment to public safety will occur.

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

Finding: Since no physical changes will occur and there will not be a change in users, the proposed variation will not alter the essential character of the locality.

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

Finding: The proposed variance provides Zilber, as a long term institutional investor, the certainty that in the event of a casualty or destruction of the Building, that their investment can be insured for the costs to rebuild or restore it on the existing footprint, and that it would not face a potentially uninsurable risk that the building footprint and foundation would have to be relocated. This variance would ensure that 7725 S. Quincy Street is an attractive asset for Zilber to add to its established portfolio of building owned in sought after locales and would identify Willowbrook as one of those locales.

7725 Quincy Partners, LLC

7725 S. Quincy St.
Willowbrook, IL 60527

June 27, 2016

7725 S. Quincy St
Willowbrook, Illinois 60527

Descriptive Narrative of Background to Request for Setback Variance.

The current owners of 7725 S. Quincy Ave. bought the property out of receivership in approximately 2010. They then undertook a multimillion-dollar renovation of the property to make it suitable for use as the National Headquarter for Tru Fragrance & Beauty LLC. A picture of the renovated building is attached. The owners of the property and Tru Fragrance are related parties, a very common structure for ownership of a building and leasing to a related entity.

Tru is a manufacturer and distributor of fragrance and cosmetic products, with offices throughout the United States, including an office in Manhattan in New York City. The multitude of administrative functions necessary to support a National Headquarters occur at the 7725 site. This includes front office work (account management, product development and sales), Back office support (IT, Accounting, and Human Relations), and Production (assembly of the cardboard shipping containers and individual fragrance and cosmetic boxes), quality assurance, warehousing, and shipping. No bottling, handling, or liquid products occur in Willowbrook but are handled at another site not within Willowbrook.

Tru Fragrance handles a variety of products, labels that it owns, manufactures and distributes, as well as products that are handled for third parties. Its line of products numbers into the hundreds and it is a nationally recognized leader in fragrance and cosmetic development, production, and distribution.

The renovations that were made to the 7725 facility make it a modern and very attractive site for Tru Fragrance by allowing it to serve as its National corporate Headquarters and combines some packaging assembly. The market for industrial building has improved significantly, and the Tru Fragrance facility, as well as its desirable location in Willowbrook, has

attracted the interest of Zilber Property Group, a long-term investor in quality industrial buildings. Zilber was established in 1949 and owns more than six million square feet of industrial, office, and retail space, primarily in the Milwaukee and Chicago markets.

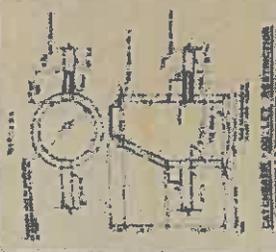
Zilber also provides leasing and property management services, for its own buildings as well as for third parties. They are well respected in the market place, and they have a well-established reputation, exceptional maintenance of their building, for focusing and exceeding on the expectations of their tenants.

They are continuing to expand their portfolio, and are continuing to acquire high quality industrial buildings that are consistent with their long-term investment philosophy. One of the attractive strategies they have undertaken is the sale and lease back, where they acquire an industrial property and maintain an existing high quality tenant, in this case Tru Fragrance, under a long term lease with multiple renewal options.

Their interest in Willowbrook is further recognition of the reputation that Willowbrook has established in the market place as a well-managed Village, with a positive growing reputation as a desirable partner for business. The fact that a substantial long term institutional investor sees Willowbrook as a very desirable locale is a reflection of the quality of the Village elected officials, Mayor and Trustees, its well qualified staff, and the efforts of its Plan Committee and Planning Staff to support, assist and maintain a welcoming and cooperative atmosphere for business activities within the Village. Notwithstanding Willowbrook's record of exceptional growth in recent years, it has been accomplished without compromising the goal to continue to quality enhance the overall quality of the businesses who reside in the Village. Petitioner believes attracting a long-term investment entity like Zilber is consistent with the long-term interests of the Village.

WAREHOUSE/OFFICE BUILDING

All elevations are to USGS datum



GENERAL NOTES

1. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR STRUCTURAL STEELWORK, CONCRETE, AND MECHANICAL.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
5. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION THROUGHOUT THE PROJECT.

LEGEND

- 1. 12" ELEVATION WATER REPAIR
- 2. 12" SANITARY SEWER
- 3. 12" COMBINATION SEWER
- 4. 12" SANITARY SEWER
- 5. 12" COMBINATION SEWER
- 6. 12" MANHOLE
- 7. 12" INSPECTION MANHOLE
- 8. 12" RAIN
- 9. 12" WATER MAIN
- 10. 12" GAS
- 11. 12" CATCH TANK
- 12. 12" SLOPE

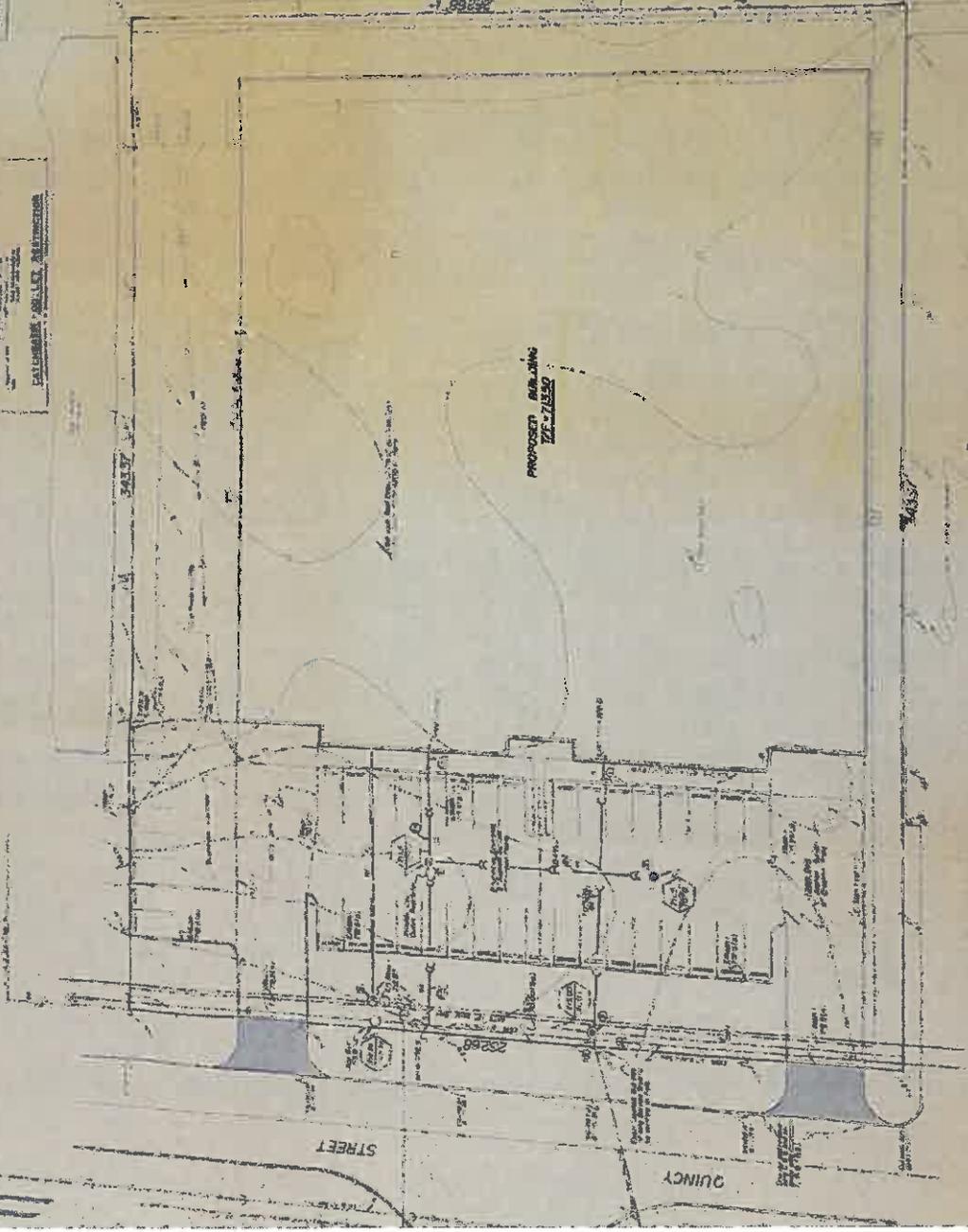
PROJECT NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

4. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION THROUGHOUT THE PROJECT.



*copy with
Chicago
code*

file copy

*Williamson Engineering
1000 N. Dearborn St. Chicago, Ill.*

Prop. Warehouse/Office building

247 S. of Exchange Ave. at Quincy St.

CONSULTING CIVIL ENGINEER

GEORGE BLANDERSON AND ASSOCIATES



VILLAGE OF WILLOWBROOK BUILDING AND ZONING DEPARTMENT PERMIT

Application For Building And Use Permit

APPLICATION IS HEREBY MADE FOR PERMISSION FOR THE:
Erection of [X] Alteration of [] Addition to []

Warehouse OFFICE
7725 QUINCY STREET

On lot 23 block
in WILLOWBROOK EXECUTIVE PLAZA

In S.E. 1/4 Section 26 T. 38 N. E. 11 E of 3rd P.M. Twp

Estimated Valuation \$500,000.00 Dollars

Preliminary Fee \$

PLANS APPROVED
BY BUILDING & ZONING DEPARTMENT
VILLAGE OF WILLOW BROOK
BY FNO DATE 4/4/78
PERMIT No. 7839

(See Attached Sheet)

Total \$ 5,784.71
Owner TRUST #38150 / HARRIS TRUST & SAVINGS BANK Bal. Due \$
C/O Robert B. Fridstein
Address 1100 Jerie Boulevard - Oak Brook, Ill. 60521 Tel. 325-6960...
Architect THEODORE SENTE & ASSOCIATES
Address 4333 Transworld Road - Schiller Park, 60176 Tel. 671-1500
General Contractor FRIDSTEIN & MURRAY CONSTRUCTION CO.
Address 1100 Jerie Blvd. - Oak Brook, 60521 Tel. 325-6960...

In consideration of the issuance of said permit, I agree that, in the erection and use of the structure covered by said permit, I will conform to the regulations set forth in the Willowbrook Zoning Ordinance, Willowbrook Health Ordinance and in the Willowbrook Building Ordinance, and I also agree that all work performed under said permit will be in accordance with the plans and plot diagram which accompanies this application, except for such changes as may be authorized by the Building Official, and that I will use the building only for the purpose of -

Rec. # 1, Rec. # 2,
Inspector, Signature of owner or authorized agent Robert B. Fridstein

PERMIT NO. 7839 Issued

House No. Tag No. Issued

El. School D.

High School D.

F.P.D.

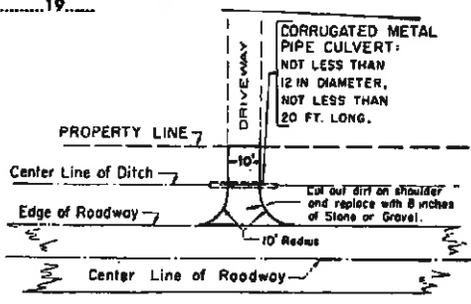
Fee # 1, \$ Paid Date 19

Fee # 2, \$ Paid Date 19

ENTRANCE DRIVEWAY PERMIT

In consideration of the issuance of said permit I agree that, in the construction and use of this entrance driveway, I will conform with the applicable regulations of the Willowbrook building Ordinance; all regulations and requirements of the highway authority having jurisdiction; and that all work will be performed in accordance with the sketch hereon drawn.

OWNER OR AUTHORIZED AGENT
Robert B. Fridstein

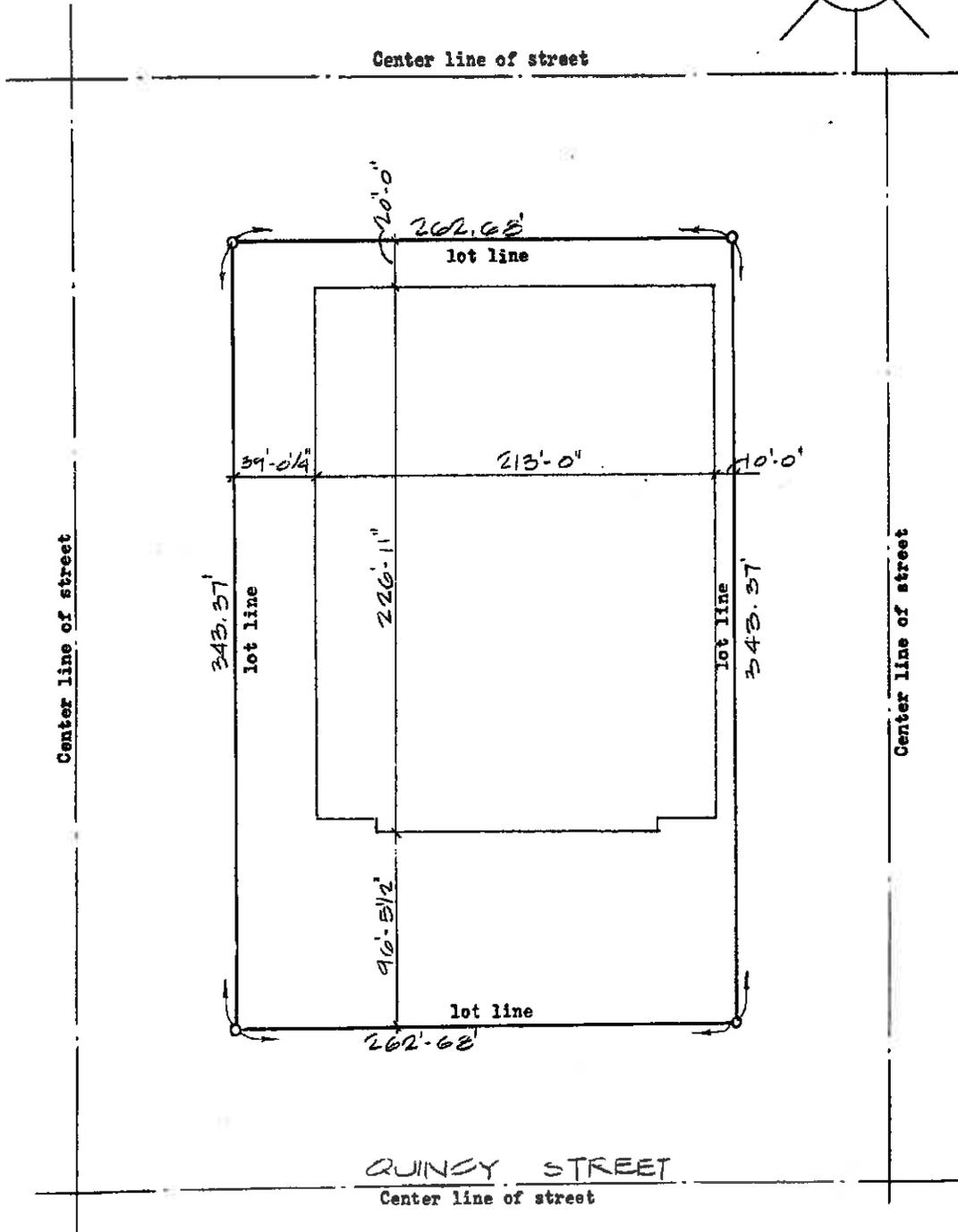
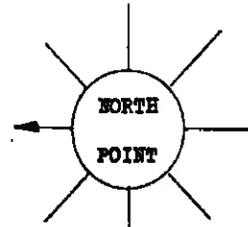


Permission is hereby granted to construct an entrance driveway on the property described in the above application upon the express condition that the owner of said property constructs the proposed improvement in a workmanlike manner in accordance with the conditions agreed upon

ALL INSPECTIONS REQUIRE A 24 HOUR NOTICE - VILLAGE OFFICE 323-8215

PLOT PLAN (Not to scale)

Show location of all buildings in reference to lot lines, dimensions of buildings, dimensions of property, and distance from lot boundary to center line of abutting street or streets.



OFFICE & WAREHOUSE FACILITY
7725 Quincy Street

April 4, 1978
Permit #7839

PERMIT FEES

Driveways	2@\$10.00	\$ 20.00
Plumbing	26 fixtures @\$2.00 Connection to water system	52.00
Electrical	Service - 600 amps 212 circuits @\$1.00 362 openings @ .20 22 motors @ 1.10	18.00 212.00 72.40 24.20
Mechanical	2 A/C units @ 5.00	10.00
Parking Lot	17,610 square feet @ .0025	44.00

Building Cubicle Content

Office	3210 x 8 = 25,680
Mezzanine	3210 x 9 = 28,890
Warehouse	44,675 x 12 = 536,100

TOTAL 590,670 cubic feet

100,000 x .01 = 1000
100,000 x .005 = 500
300,000 x .0025 = 750
90,670 x .0015 = 136

TOTAL	2386	2,386.00
Review Charges		848.16
Tap-On Fee		2,062.95
Sewer Tap Inspection		10.00
Water Tap Inspection		10.00
Final & Certificate of Occupancy		<u>15.00</u>

TOTAL FEES \$5,784.71

VILLAGE OF WILLOWBROOK
 PLUMBING INSPECTION DEPARTMENT
 WILLOWBROOK, ILLINOIS

PERMIT NO. 7839
 PERMIT FEE \$52.00
 Bond Approved: Yes No

APPROVED

BLDG. COMM. 9/16 VILLAGE OF WILLOWBROOK
 PLUMB. DEPT. ✓ 7221 MADISON
 DATE 3-30-78 HINSDALE P.O.
 CHECK JOB CONDITIONS WILLOWBROOK,
 SUBJECT TO LOCAL ILLINOIS 60521
 CODES AND ORDINANCES 312/323-8215

Application Filed: _____ 19____

Permission is hereby granted to:

(Contractor) C. J. ERICKSON PLUMBING CO.
 (Address) 4141 W. 124th Place - Alsip, Illinois

to (install) ~~(repair)~~ plumbing on Lot 23
 Block _____ Subdivision Willowbrook Executive Plaza
 Street No. 7725 Owner WILLOWBROOK PARTNERS
 Address 1100 Jorie Blvd. - Oak Brook, Illinois 60521

This permit is hereby granted with the understanding that the Contractor shall construct the work in accordance with the description set forth in the application, plans and specifications; and that all general and detail work connected with such installation, alteration or repair of any such plumbing, shall be done in strict compliance with the ordinances of the Village of Willowbrook.

It is hereby required that the plumbing contractor shall have completed the roughing in of the plumbing and shall have tested his work before requesting a plumbing inspection. The request for the inspection shall be made at least 24 hours in advance of such requested inspection. It shall be the duty of the plumbing contractor or his authorized agent to be in attendance at the time of inspection of the plumbing by the Building Inspector.

Should it be deemed necessary for the plumbing contractor to request an inspection other than the final inspection, such inspection shall be requested as outlined above. A fee of five dollars (\$5.00) shall be charged for each such added inspection, which fee shall be payable to the Village of Willowbrook.

The applicant hereby certifies to the correctness of the above and agrees to install, alter or repair the above plumbing in strict compliance with all provisions of the Plumbing Ordinance of the Village of Willowbrook and amendments thereto.

Signature _____ Signature Donald E. Seline
 Owner or Approved Agent Plumbing Contractor - Donald E. Seline, V.P.
 Address _____ Address 4141 W. 124th Place - Alsip, Illinois
 State License #7635

FIXTURE SPECIFICATIONS

NO.	KIND	SIZE	SIZE OF WASTE	SIZE OF VENT	SIZE OF WATER
	Bath Tub				
	Shower Bath				
2	Automatic Water Heater	20 gal.			3/4"
	Automatic Dishwashers				
6	Lavatory	20 x 18	1 1/2"	1 1/2"	1/2"
	Dental Lavatory				
	Automatic Washer				
6	Toilets		4"	4"	1/2"
	Toilets with Flushometer				
	Kitchen Sink				
	Slop Sink				
	Water Softeners				
	Laundry Trays				
2	Urinals	18"	2"	2"	3/4"
2	Sump Pumps & Sewer Ejectors	2"	2"		
4	Floor Drains	4"	4"		
4	Others - EWC's		1 1/2"	1 1/2"	1/2"

SEWER AND WATER SPECIFICATION

Sewer Sanitary & Storm Type 6" sanitary and 10" storm Size
 Water Service Domestic and Fire 8"

APPLICATION FOR PERMIT TO DO ELECTRICAL WORK

Village of Willowbrook

DuPAGE COUNTY, STATE OF ILLINOIS

DEPARTMENT OF BUILDINGS — BUREAU OF ELECTRICAL INSPECTION

THE PERMIT ISSUED ON THIS APPLICATION WILL AUTHORIZE ONLY
WORK SPECIFIED. CONTRACTOR MUST GIVE COMPLETE
INFORMATION AS INDICATED BELOW:

JOB INFORMATION — PLEASE PRINT — FOUR (4) COPIES

Location 7725 Quincy Street
Number and Street of Installation — Specify: North, South, East, or West
Street Corner Locations Not Acceptable

Willowbrook Partners Harris Trust - under Trust #38150
Owner or User

Room No. _____ Floor _____

Near what streets _____

ACE ELECTRIC CONSTRUCTION, INC.

Person, Firm or Corporation doing work

4527 N. Ravenswood Avenue

Street Address

Chicago

Illinois

Town

State

Steve Amickovitch
Supervising Electrician (Written Signature)

G-2005

State License Number

Village License Number

Bonding Company & Bond Number

Date 4/1/78

Permit No. 7839

Work to be Commenced 5/1/78

Work to be Completed 11/15/78

CHECK TYPE WORK APPLIED FOR

Signs Fee

No. of Signs		Fee
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POWER

Number Total H.P. Fee

Appliances	10	20KW	
Motors	18	62	

Fee

40	Circuits		
56	Openings		
2	Services	200 ampere	

Other

New Building

TOTAL FEE: _____

Remarks:

PLANS APPROVED
BY BUILDING & ZONING DEPARTMENT

VILLAGE OF
WILLOW BROOK

BY FNP DATE 4-4-78

PERMIT No. 7839

Approved:

Building Commissioner

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE
7725 SOUTH QUINCY STREET - TRUFRAGRANCE & BEAUTY HEADQUARTERS

WHEREAS, on or about June 27, 2016, 7725 Quincy Partners, LLC, an Illinois LLC, as applicant, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village grant certain variations from the requirements of the Zoning Ordinance of the Village Code to allow an existing non-conforming principal structure to be in conformance with the Village's code located on the Subject Realty; and,

WHEREAS, Notice of Public Hearing on said application was published on or about July 1, 2016, in a newspaper having general circulation within the Village, to-wit, the Hinsdale Suburban Life newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about July 20, 2016, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, at said Public Hearing, all interested parties had an opportunity to be heard; and

WHEREAS, the Plan Commission has forwarded its recommendations, including their Findings of Fact, to the Mayor and Board of Trustees on or about July 25, 2016, a copy of said recommendations and Findings of Fact being attached hereto as Exhibit "B" and made a part hereof.

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

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

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

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

- A. From 9-8-3(D) to reduce the required interior side yard setback from the south property line from twenty feet (20') to 9.80'.
- B. From Section 9-8-3(E) to increase the maximum lot coverage from 50% to 53.3%.
- C. From Section 9-10-5(G) to reduce the required minimum pavement setback from the north (interior side) and south (interior side) property lines from ten feet (10') to 1.0' and 9.80' respectively.

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

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

PASSED and APPROVED this 8TH day of August, 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT A
Legal Description

LOT 23 IN WILLOWBROOK EXECUTIVE PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1975, AS DOCUMENT NUMBER R75-33298, IN DUPAGE COUNTY, ILLINOIS

PIN: 09-26-404-002

COMMON ADDRESS: 7725 SOUTH QUINCY STREET, WILLOWBROOK, ILLINOIS

EXHIBIT B
Recommendation and Findings of Fact

MEMORANDUM

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

MEMO FROM: William Remkus, Chairman Pro Tem, Plan Commission

DATE: July 21, 2016

SUBJECT: Zoning Hearing Case 16-15: 7725 S. Quincy Street, TruFragrance.
Consideration of a petition for variations from Title 9 of the Village Code to allow an existing non-conforming principal structure to be in conformance with the Village's code, at the property commonly known as TruFragrance & Beauty LLC Headquarters, in the M-1 Zoning District.

At the special meeting of the Plan Commission held on July 20, 2016, the above referenced application was discussed and the following motion was made:

MOTION: Made by Ruffolo seconded by Lacayo that based on the submitted petition and testimony presented, I move that the Plan Commission forward its findings of fact to the Mayor and Village Board for variations as shown in Attachment 1 of the staff report prepared for the July 20, 2016 Plan Commission for PC 16-15, and recommend approval of variations as outlined in this staff report prepared for the July 20, 2016 Plan Commission, to allow an existing non-conforming principal structure to be in conformance with the Village's code.

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

MOTION DECLARED CARRIED

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

WR:jp

FINDINGS OF FACT FOR ZONING VARIATIONS

TruFragrance & Beauty, LLC- 7725 South Quincy

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

The building located on the 7725 S. Quincy St. site was constructed in 1978. It is currently a nonconforming use due to the southern interior set back; with the building set back 10 feet instead of the 20 feet as required by the Willowbrook Municipal Code. In the event of a partial casualty or complete destruction of the building, it could not be rebuilt on the current foundation and comply with current Village code. Zilber Property Group ("Zilber") is an established commercial real estate investor, and is the proposed purchaser and intends to lease the property to the existing tenant, TruFragrance & Beauty LLC for 10 years with two 5 year renewal option. Zilber intends to hold the property in its portfolio. The proposed variance would make the current southern set back a legal and conforming use, allowing Zilber to repair or rebuild the property on its existing foundation in the event of a casualty. The costs that would be incurred to rebuild or repair the building and complying with the 20 foot set back makes the Property unmarketable to institutional investors or their lenders.

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

No changes in the User, zoning, parking, or other aspects of the existing building are being requested. The building was purchase out of foreclosure by its current owners who undertook in 2010 a multimillion dollar renovation of the Building to make it suitable to serve as the National Headquarters for TruFragrance & Beauty LLC. The attractiveness of the building and its the ability to maintain the current user in place makes this property very attractive to Zilber. However, the existing nonconforming status with respect to the southern interior set back presents a potentially uninsurable risk for an investor like Zilber who are long term investors. The variance, if granted, would make the current configuration of the building legal and conforming, and give Zilber the certainty that in the event of a casualty they could repair or rebuild the building on the existing footprint.

This is the one remaining issue delaying the closing of the sale and leaseback. The existing Building has been on this same footprint since it was constructed in 1978.

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

Petitioner did not construct the Building located on the 7725 S. Quincy St. site, but purchased it out of receivership and has invested several million dollars to renovate it into the Tru Fragrance & Beauty National Headquarters.

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

No exterior or interior changes are being requested by this variance, and by having a well-respected institutional investor take ownership, it provides additional assurance that the Building will be maintained as a quality asset.

- E. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public street, increase the danger of fire, or endanger the public safety.

No physical changes to the building will occur and the light and air to adjacent buildings will not be impacted. Since there will not be a change with respect to the Tenant in the Building, no increase in street congestion, danger of fire, or endangerment to public safety will occur.

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

Since no physical changes will occur and there will not be a change in users, the proposed variation will not alter the essential character of the locality.

- G. The proposed variation is in harmony with the spirit and intent of Title 9 of this code. (Ord. 9700-05, 1-27-1997).

The proposed variance provides Zilber, as a long term institutional investor, the certainty that in the event of a casualty or destruction of the Building, that their investment can be insured for the costs to rebuild or restore it on the existing footprint, and that it would not face a potentially uninsurable risk that the building footprint and foundation would have to be relocated. This variance would ensure that 7725 S. Quincy Ave. is an attractive asset for Zilber to add to its established portfolio of building owned in sought after locales and would identify Willowbrook as one of those locales.