

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 22, 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 - August 8, 2016 (APPROVE)
 - c. Warrants - \$492,424.14 (APPROVE)
 - d. Resolution - A Resolution Accepting a Proposal to Manage and Administer the Promotional Application and Examination Process for the Police Sergeant Hiring Process - I/O Solutions (ADOPT)
 - e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Install Drainage Culverts and Re-Profile Drainage Ditches at Ridgemoor Drive & Lane Court - Sunset Sewer & Water, Inc., and Ratifying and Confirming the Village Administrator's Prior Acceptance of Said Proposal (ADOPT)
 - f. Resolution - A Resolution Approving a Plat of Easement - 6710 S. Madison Street (ADOPT)
 - g. Plan Commission Recommendation - Public Hearing 16-09: Consideration of a petition for approval of a variance to reduce the exterior side yard setback including such relief, exceptions and variations from Title 9 of the Village Code necessary to allow a single family residential unit in the R-2 Zoning District - **10 Midway Drive**. (RECEIVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK, TITLE 9 ZONING ORDINANCE, TO ADD "PHYSICAL CULTURE AND HEALTH SERVICE, GYMNASIUM, AND EXERCISE SALON" AS A NEW SPECIAL USE IN THE M-1 ZONING DISTRICT
8. ORDINANCE - AN ORDINANCE AUTHORIZING A SPECIAL USE FOR A PHYSICAL CULTURE AND HEALTH SERVICE, GYMNASIUM, AND EXERCISE SALON USE - 7890 QUINCY STREET, INSPIRFIT
9. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK, TITLE 9 ZONING ORDINANCE, TO ADD "VIDEO GAMING" AS A NEW SPECIAL USE IN THE B-2 ZONING DISTRICT
10. ORDINANCE - AN ORDINANCE AUTHORIZING A SPECIAL USE FOR A VIDEO GAMING USE - 82 W. 63RD STREET (WILLOWBROOK SQUARE SHOPPING CENTER), SPINNING WHEEL ASSOCIATES
11. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - LAKE HINSDALE PARK IMPROVEMENT PROJECT - GLI SERVICES, INC. d/b/a GEORGE'S LANDSCAPING, INC.
12. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL PLANNING SERVICES - WBK ENGINEERING, LLC

PRIOR BUSINESS

13. COMMITTEE REPORTS
14. ATTORNEY'S REPORT
15. CLERK'S REPORT
16. ADMINISTRATOR'S REPORT
17. MAYOR'S REPORT

18. CLOSED SESSION:

- a) Consideration of the Discipline, Performance, or Dismissal of Specific Employees of the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body for the Public Body to Determine its Validity Pursuant to Chapter 5 ILCS 120/1(C)(1)

19. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 8, 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 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

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

ABSENT: Trustee Umberto Davi

Also present were Village Attorney Michael R. Durkin, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Deputy Chief Robert Schaller, Planning Consultant Anna Franco, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Clerk Stuchl 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 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 - Ordinance No. 16-O-35 (PASS)
- g. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(F) of the Village Code - Classifications: Class F License - Ordinance No. 16-O-36 (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)rooms at the property commonly known as Holmes Elementary School, in the R-1 Zoning District (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)

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, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: Trustee Davi.

MOTION DECLARED CARRIED

NEW BUSINESS

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

Planning Consultant Franco related that this ordinance pertains to an existing building that is nonconforming to current Village code. The property is located in the M1 Zoning District. The owner of the building is currently undergoing a sale lease back. During

negotiations, it was identified that the south interior side yard setback is at 9'8". The current Village code requires a 20' setback.

Staff was unable to locate the original ordinance that allowed this variance. The owners are requesting this current ordinance in case the building is ever completely or partially destroyed. The rebuilding would then be allowed at its current setbacks.

The Plan Commission reviewed this application on July 20th and recommend its approval by the Village Board.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance 16-0-37 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

7. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele related that \$13,000 will be spent to install new culverts for storm drainage in the Ridgemoor and Lane Court area.

Trustee Berglund had no report.

Trustee Oggerino had no report.

8. ATTORNEY'S REPORT

Attorney Durkin had no report.

9. CLERK'S REPORT

Clerk Hansen had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halik advised that at tonight's Municipal Services Committee meeting, a final change has been made to the plans for the police department renovation and the project should go out to bid on August 15th. Bids will be due by September 16th.

Administrator Halik stated that he distributed a memo from the police department relative to an armed robbery that had occurred over the weekend.

Administrator Halik also advised that mosquito spraying would be conducted on August 9th, weather permitting.

Administrator Halik reminded the Board about the upcoming Illinois Municipal League conference in September.

11. MAYOR'S REPORT

Mayor Trilla had no report.

12. EXECUTIVE SESSION

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

13. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 6:39 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

August 22, 2016.

Mayor

WARRANTS

August 22, 2016

GENERAL CORPORATE FUND	-----	\$202,265.10
WATER FUND	-----	205,949.79
HOTEL/MOTEL TAX FUND	-----	13,522.00
WATER CAPITAL IMPROVEMENTS FUND	-----	7,038.00
L.A.F.E.R FUND	-----	62,431.25
RT 83/PLAINFIELD RD BUSINESS DISTRICT	-----	1,218.00
TOTAL WARRANTS	-----	\$492,424.14



Carrie Dittman, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/23/2016	APCHK	23(E)*#	AUGUST 2016	INTERGOVERNMENTAL PERSONNEL	EMP DED PAY- INSURANCE	210-204	00	11,211.30
			AUGUST 2016		LIFE INS BENEFIT -APPOINTED/ELECTE	410-141	05	76.69
			AUGUST 2016		LIFE INS BENEFIT -APPOINTED/ELECTE	435-148	07	25.48
			AUGUST 2016		EMPLOYEE BENEFIT - MEDICAL INSURAN	455-141	10	2,012.69
			AUGUST 2016		EMPLOYEE BENEFITS - MEDICAL INSURA	510-141	15	713.56
			AUGUST 2016		PLAN COMMISSION COMPENSATION	510-340	15	58.45
			AUGUST 2016		LIFE INS BENEFIT -APPOINTED/ELECTE	550-148	20	84.18
			AUGUST 2016		EMPLOYEE BENEFIT - MEDICAL INSURAN	610-141	25	2,016.71
			AUGUST 2016		EMPLOYEE BENEFIT - MEDICAL INSURAN	630-141	30	24,613.77
			AUGUST 2016		EMPLOYEE BENEFITS - MEDICAL INSURA	710-141	35	1,272.68
			AUGUST 2016		EMPLOYEE BENEFITS - MEDICAL INSURA	810-141	40	2,165.80
				CHECK APCHK 23(E) TOTAL FOR				<u>44,251.31</u>
08/15/2016	APCHK	89169	23034	R.E. WALSH & ASSOCIATES INC	FEES - SPECIAL ATTORNEY	470-241	10	2,625.00
08/23/2016	APCHK	89171	9937732993	AIRGAS USA LLC	EQUIPMENT RENTAL	750-290	35	68.20
08/23/2016	APCHK	89173	125683	ALEXANDER EQUIPMENT COMPANY	MAINTENANCE - EQUIPMENT	735-411	35	18.90
08/23/2016	APCHK	89174	2016 #13	ALICE COPELAND	PARK PERMIT FEES	310-614	00	200.00
08/23/2016	APCHK	89175#	93372	ALL AMERICAN PAPER COMPANY	MAINTENANCE SUPPLIES	570-331	20	322.00
			93327		MAINTENANCE - PW BUILDING	725-418	35	73.48
				CHECK APCHK 89175 TOTAL FOR				<u>395.48</u>
08/23/2016	APCHK	89176	40104	AMERICAN FIRST AID SERVICE I	OPERATING EQUIPMENT	630-401	30	49.45
08/23/2016	APCHK	89177	22679 JUL 16	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	13,485.00
			22679 JUL 16		RED LIGHT - MISC FEE	630-249	30	1,767.00
				CHECK APCHK 89177 TOTAL FOR				<u>15,252.00</u>
08/23/2016	APCHK	89178	12227/AUG 16	AZAVAR AUDIT SOLUTIONS INC	UTILITY TAX	310-205	00	319.50
08/23/2016	APCHK	89179	11202 AUG 16	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	310.00
08/23/2016	APCHK	89180	108641	BS & A SOFTWARE	EDP PERSONNEL TRAINING	815-305	40	1,450.00
08/23/2016	APCHK	89181*#	1214432-1139753	CALL ONE INC	PHONE - TELEPHONES	455-201	10	1,220.75
			1214432-1139753		PHONE - TELEPHONES	630-201	30	1,095.61
				CHECK APCHK 89181 TOTAL FOR				<u>2,316.36</u>

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/23/2016	APCHK	89182*#	130851	CHRISTOPHER B. BURKE	PRINTING & PUBLISHING	510-302	15	74.80
			130853		PLAN REVIEW - ENGINEERING - REIMB.	520-254	15	220.00
			130846		PLAN REVIEW - ENGINEERING REIMB.	520-254	15	914.50
			130845		PLAN REVIEW - ENGINEERING REIMB.	520-254	15	220.00
			130855		FEES - DRAINAGE ENGINEER RIEMB.	820-246	40	127.25
			130848		PLAN REVIEW - ENGINEER RIEMB.	820-254	40	474.50
			130859		PLAN REVIEW - DRAINAGE ENGINEER RE	820-259	40	292.25
			130858		PLAN REVIEW - DRAINAGE ENGINEER -	820-259	40	254.50
			130854		PLAN REVIEW - DRAINAGE ENGINEER -	820-259	40	237.25
			130856		PLAN REVIEW - DRAINAGE ENGINEER	820-259	40	271.75
			130857		PLAN REVIEW - DRAINAGE ENGINEER	820-259	40	419.50
			130850		PLAN REVIEW - DRAINAGE ENGINEER RE	820-259	40	3,125.35
				CHECK APCHK 89182 TOTAL FOR				6,631.65
08/23/2016	APCHK	89183*#	130841	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	20,461.48
			130843		FEES - ENGINEERING	720-245	35	17,813.85
			130844		FEES - ENGINEERING	720-245	35	254.50
			130852		FEES - ENGINEERING	720-245	35	854.17
				CHECK APCHK 89183 TOTAL FOR				39,384.00
08/23/2016	APCHK	89184	9009283054	CINTAS FIRST AID & SAFETY	OPERATING EQUIPMENT	630-401	30	113.90
08/23/2016	APCHK	89185	2451	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,515.74
08/23/2016	APCHK	89186	6358845 8/9/16	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	3,169.55
08/23/2016	APCHK	89187*#	423085170	COMMONWEALTH EDISON	RED LIGHT - COM ED	630-248	30	42.67
			0791026027 AUG16		RED LIGHT - COM ED	630-248	30	36.25
			6863089003 AUG 16		RED LIGHT - COM ED	630-248	30	29.92
			4403140110 AUG 16		ENERGY - STREET LIGHTS	745-207	35	44.85
				CHECK APCHK 89187 TOTAL FOR				153.69
08/23/2016	APCHK	89189	ADVANCE	DEBBIE HAHN	OPERATING EQUIPMENT	630-401	30	200.00
08/23/2016	APCHK	89190	16-4812-2	DESIGN PERSPECTIVES INC	PARK IMPROVEMENTS - NEIGHBORHOOD P	595-695	20	1,862.96
08/23/2016	APCHK	89191#	669563 JUL 16	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	46.20
			669563 JUL 16		EMPLOYEE BENEFIT - MEDICAL INSURAN	455-141	10	3.80
				CHECK APCHK 89191 TOTAL FOR				50.00
08/23/2016	APCHK	89192	BALANCE DUE	DUPAGE COUNTY PUBLIC WORKS	SANITARY (635 MIDWAY)	466-251	10	29.41

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/23/2016	APCHK	89193	201607280237	DUPAGE COUNTY RECORDER	FEES/DUES/SUBSCRIPTIONS	510-307	15	69.00
08/23/2016	APCHK	89195	2016 #28	ERIK CERVANTES	PARK PERMIT FEES	310-814	00	100.00
08/23/2016	APCHK	89196	9183214304 9188091269	GRAINGER	STREET & ROW MAINTENANCE STREET & ROW MAINTENANCE	750-328 750-328	35 35	203.04 109.92
				CHECK APCHK 89196 TOTAL FOR				312.96
08/23/2016	APCHK	89198*#	1026816 5020720 2021136	HOME DEPOT CREDIT SERVICES	PARK LANDSCAPE SUPPLIES OPERATING SUPPLIES & EQUIPMENT OPERATING SUPPLIES & EQUIPMENT	565-341 715-401 715-401	20 35 35	30.36 123.82 79.67
				CHECK APCHK 89198 TOTAL FOR				233.85
08/23/2016	APCHK	89199	SCHMITZ RENEWAL	ILL. NOTARY DISCOUNT BONDING	FEES/DUES/SUBSCRIPTIONS	630-307	30	53.95
08/23/2016	APCHK	89201	5025270	KIMBALL MIDWEST	MAINTENANCE - VEHICLES	735-409	35	166.44
08/23/2016	APCHK	89202	60/JULY 16	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
08/23/2016	APCHK	89203#	9002635578 9002644258 9002635578	KONICA MINOLTA BUSINESS SOLU	COPY SERVICE COPY SERVICE COPY SERVICE	455-315 455-315 630-315	10 10 30	590.59 380.92 313.77
				CHECK APCHK 89203 TOTAL FOR				1,285.28
08/23/2016	APCHK	89204	2016 #4	KULIN BODA	PARK PERMIT FEES	310-814	00	375.00
08/23/2016	APCHK	89205	8/15/16	LAUREN KASPAR	UNIFORMS	630-345	30	100.43
08/23/2016	APCHK	89206	JULY 2016	LAW OFFICES STORINO RAMELLO&	FEES - VILLAGE ATTORNEY	470-239	10	12,253.27
08/23/2016	APCHK	89207	320831	LYNN PEAVEY COMPANY	OPERATING EQUIPMENT	630-401	30	172.80
08/23/2016	APCHK	89208	13270	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	713.18
08/23/2016	APCHK	89210	307063	MIDCO	TELEPHONES	710-201	35	492.95
08/23/2016	APCHK	89211	9/7/16 MTG	MUNICIPAL CLERKS OF DUPAGE C	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	32.00
08/23/2016	APCHK	89213#	JULY 2016 JULY 2016 JULY 2016 JULY 2016 JULY 2016	NICOR GAS	NICOR GAS (7760 QUINCY) NICOR GAS (835 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS (825 MIDWAY)	466-235 466-236 466-237 466-237 466-237	10 10 10 10 10	94.70 31.64 26.14 2.19 24.56

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
			JULY 2016	NICOR GAS		725-415	35	36.25
				CHECK APCHK 89213 TOTAL FOR				215.48
08/23/2016	APCHK	89214	209555	NORTH EAST MULTI REGIONAL TR	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	300.00
08/23/2016	APCHK	89215	27583483 AUG 16	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10	89.85
08/23/2016	APCHK	89216	112745744	PCS INDUSTRIES	BUILDING MAINTENANCE SUPPLIES	466-351	10	161.03
			12745745	CHECK APCHK 89216 TOTAL FOR	BUILDING MAINTENANCE SUPPLIES	466-351	10	160.29
								321.32
08/23/2016	APCHK	89217	138214	PCS INTERNATIONAL	OPERATING EQUIPMENT	630-401	30	553.29
08/23/2016	APCHK	89218	88911	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	309.98
			88911	CHECK APCHK 89218 TOTAL FOR	MAINTENANCE - VEHICLES	630-409	30	100.00
			88980		MAINTENANCE - VEHICLES	630-409	30	100.00
			88937		MAINTENANCE - VEHICLES	630-409	30	299.98
								809.96
08/23/2016	APCHK	89219*	9105	PURE PRAIRIE ORGANICS	LANDSCAPE - VILLAGE HALL	466-293	10	16.45
			9105	CHECK APCHK 89219 TOTAL FOR	LANDSCAPE MAINTENANCE SERVICES	565-342	20	2,150.41
			9105		ROUTE 83 BEAUTIFICATION	755-281	35	1,463.06
								3,629.92
08/23/2016	APCHK	89220	TEMP OCCUPANCY	PYRAMID ENTERPRISES	COMM. DEV. BOND & DEPOSITS PAYABLE	210-109	00	1,500.00
08/23/2016	APCHK	89221*#	15200	RAGS ELECTRIC, INC	MAINTENANCE SUPPLIES	570-331	20	490.86
			15202	CHECK APCHK 89221 TOTAL FOR	MAINTENANCE - STREET LIGHTS	745-223	35	194.00
			15201		MAINTENANCE - STREET LIGHTS	745-223	35	1,795.10
								2,479.96
08/23/2016	APCHK	89223	8/27/16 MTG	ROY GIUNTOLI	SCHOOLS/CONFERENCES/TRAVEL	810-304	40	35.00
08/23/2016	APCHK	89224#	786351438 JUL 16	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
			786351438 JUL 16	CHECK APCHK 89224 TOTAL FOR	PHONE - TELEPHONES	630-201	30	65.76
								131.52
08/23/2016	APCHK	89225	7204146	SERVICE SANITATION INC	RENT - EQUIPMENT	570-234	20	97.00
08/23/2016	APCHK	89226	181027	SERVICEMASTER	JAIL SUPPLIES	650-343	30	435.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/23/2016	APCHK	89227	1281	SORIANA DISTRIBUTORS	MAINTENANCE SUPPLIES	570-331	20	175.00
08/23/2016	APCHK	89228*	8040389525	STAPLES	OFFICE SUPPLIES	410-301	05	10.99
			8040389525		OFFICE SUPPLIES	455-301	10	135.91
			8040389525		OFFICE SUPPLIES	610-301	25	120.70
			8040273745		OFFICE SUPPLIES	630-301	30	320.26
			8040389525		OFFICE SUPPLIES	710-301	35	37.58
				CHECK APCHK 89228 TOTAL FOR				<u>625.44</u>
08/23/2016	APCHK	89229	18082	STERLING CODIFIERS INC.	CODIFY ORDINANCES	455-266	10	1,158.00
08/23/2016	APCHK	89230	11220301	STREICHER'S	UNIFORMS	630-345	30	1,906.50
08/23/2016	APCHK	89231	476972	SUBURBAN DOOR CHECK & LOCK S	PARK LANDSCAPE SUPPLIES	565-341	20	74.80
08/23/2016	APCHK	89232*	10074604 JUL16	SUBURBAN LIFE PUBLICATIONS	PRINTING & PUBLISHING	510-302	15	588.84
08/23/2016	APCHK	89233	2016-203	SUNSET SEWER & WATER	STREET & ROW MAINTENANCE	750-328	35	1,134.20
08/23/2016	APCHK	89234	201607 JUL 16	T.P.I.	PLAN REVIEW - BUILDING CODE REIMB	820-258	40	7,382.83
			201607 JUL 16		PART TIME - INSPECTOR	830-109	40	3,822.00
			201607 JUL 16		PLUMBING INSPECTION REIMB.	830-115	40	675.00
				CHECK APCHK 89234 TOTAL FOR				<u>11,879.83</u>
08/23/2016	APCHK	89235*	TGS/JUL 16	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	4,370.00
			TGS/JUL 16		STREET & ROW MAINTENANCE OTHER	755-328	35	1,369.50
				CHECK APCHK 89235 TOTAL FOR				<u>5,739.50</u>
08/23/2016	APCHK	89236*#	110988	TAMELING INDUSTRIES	STORM WATER IMPROVEMENTS MAINTENAN	750-381	35	1,784.52
08/23/2016	APCHK	89238	16-2466	THOMPSON ELEV. INSPECT. SERV	ELEVATOR INSPECTION	830-117	40	960.00
08/23/2016	APCHK	89239	1903 JUL 16	TOM & JERRY'S SHELL SERVICES	MAINTENANCE - VEHICLES	630-409	30	77.79
08/23/2016	APCHK	89240	87133	TRAFFIC CONTROL & PROTECTION	ROAD SIGNS	755-333	35	146.00
08/23/2016	APCHK	89241	50665	TREASURER STATE OF ILLINOIS	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	1,170.00
08/23/2016	APCHK	89242*#	16823	UNDERGROUND PIPE & VALVE, CO	STORM WATER IMPROVEMENTS MAINTENAN	750-381	35	4,457.40
08/23/2016	APCHK	89243	0610988346	UNIFIRST	MAINTENANCE - PW BUILDING	725-418	35	68.35

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/23/2016	APCHK	89244	TAXI COUPONS REFUN	VERGENE KOSEARAS	TAXI CAB VOUCHER INVENTORY	190-103	00	25.00
08/23/2016	APCHK	89245*#	9769620154 AUG 16	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	62.68
			9769620154 AUG 16		PHONE - TELEPHONES	455-201	10	24.23
			9769620154 AUG 16		PHONE - TELEPHONES	630-201	30	805.56
			9769620154 AUG 16		TELEPHONES	710-201	35	144.62
			9769620154 AUG 16		TELEPHONES	810-201	40	102.22
				CHECK APCHK 89245 TOTAL FOR				1,139.31
08/23/2016	APCHK	89246	3150553-0	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	41.20
			3151792-0		OPERATING SUPPLIES	630-331	30	79.88
				CHECK APCHK 89246 TOTAL FOR				121.08
08/23/2016	APCHK	89247	16805	WBK ASSOCIATES LTD	PLAN REVIEW - PLANNER	520-257	15	3,671.72
			16806		PLAN REVIEW - PLANNER	520-257	15	2,082.50
			16807		PLAN REVIEW - PLANNER	520-257	15	147.00
			16808		PLAN REVIEW - PLANNER	520-257	15	1,323.00
			16809		PLAN REVIEW - PLANNER	520-257	15	539.00
			16810		PLAN REVIEW - PLANNER	520-257	15	122.50
			16811		PLAN REVIEW - PLANNER	520-257	15	73.50
			16812		PLAN REVIEW - PLANNER	520-257	15	2,828.00
			16813		PLAN REVIEW - PLANNER	520-257	15	1,568.00
			16814		PLAN REVIEW - PLANNER	520-257	15	833.00
			16815		PLAN REVIEW - PLANNER	520-257	15	49.00
			16816		PLAN REVIEW - PLANNER	520-257	15	906.50
			16817		PLAN REVIEW - PLANNER	520-257	15	1,396.50
			16818		PLAN REVIEW - PLANNER	520-257	15	294.00
				CHECK APCHK 89247 TOTAL FOR				15,834.22
08/23/2016	APCHK	89248	16819	WBK ASSOCIATES LTD	PLAN REVIEW - PLANNER	520-257	15	686.00
			16820		PLAN REVIEW - PLANNER	520-257	15	490.00
			16821		PLAN REVIEW - PLANNER	520-257	15	73.50
			16822		PLAN REVIEW - PLANNER	520-257	15	24.50
				CHECK APCHK 89248 TOTAL FOR				1,274.00
08/23/2016	APCHK	89249	N39990	WEST SIDE TRACTOR SALES	MAINTENANCE - VEHICLES	735-409	35	93.96
08/23/2016	APCHK	89250	417763	WESTFIELD FORD	MAINTENANCE - VEHICLES	735-409	35	218.73

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/23/2016	APCHK	89251	69971	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	1.12
08/23/2016	APCHK	89252	25333	WILD GOOSE CHASE INC	LANDSCAPE MAINTENANCE SERVICES	565-342	20	960.00
08/23/2016	APCHK	89254	650	WILLOWBROOK BUSINESS CENTER	COMM. DEV. BOND & DEPOSITS PAYABLE	210-109	00	2,000.00
Total for fund 01 GENERAL FUND 202,265.10								
Fund: 02 WATER FUND								
08/23/2016	APCHK	22(E)	11443	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	163,329.60
08/23/2016	APCHK	23(E)*#	AUGUST 2016	INTERGOVERNMENTAL PERSONNEL	EMPLOYEE BENEFITS - MEDICAL INSURA	401-141	50	1,329.65
08/23/2016	APCHK	89170	15005520	ACLARA	EDP OPERATING EQUIPMENT	417-401	50	3,800.00
			15005498	CHECK APCHK 89170 TOTAL FOR	EDP OPERATING EQUIPMENT	417-401	50	942.10
4,742.10								
08/23/2016	APCHK	89172	94594	ALARM DETECTION SYSTEMS INC	REPAIRS & MAINTENANCE-STANDPIPE/PU	425-485	50	202.53
			92825	REPAIRS & MAINTENANCE-STANDPIPE/PU	REPAIRS & MAINTENANCE-STANDPIPE/PU	425-485	50	235.26
			94593	REPAIRS & MAINTENANCE-STANDPIPE/PU	REPAIRS & MAINTENANCE-STANDPIPE/PU	425-485	50	235.26
CHECK APCHK 89172 TOTAL FOR 673.05								
08/23/2016	APCHK	89181*#	1214432-1139753	CALL ONE INC	PHONE ~ TELEPHONES	401-201	50	540.06
08/23/2016	APCHK	89182*#	130849	CHRISTOPHER B. BURKE	FEEES - ENGINEERING	405-245	50	1,298.77
08/23/2016	APCHK	89187*#	5071072051	COMMONWEALTH EDISON	ENERGY - ELECTRIC PUMP	420-206	50	119.56
			465111049	CHECK APCHK 89187 TOTAL FOR	ENERGY - ELECTRIC PUMP	420-206	50	123.78
243.34								
08/23/2016	APCHK	89194	16-1631851	ENVIRO TEST INC	SAMPLING ANALYSIS	420-362	50	90.00
08/23/2016	APCHK	89197	16-625	H-B-K WATER METER SERVICE	NEW METERING EQUIPMENT	435-461	50	154.14
			16-630	CHECK APCHK 89197 TOTAL FOR	NEW METERING EQUIPMENT	435-461	50	452.82
606.96								
08/23/2016	APCHK	89209	312753	METROPOLITAN INDUSTRIES INC	EDP	440-695	50	26,451.00
08/23/2016	APCHK	89219*#	9105	PURE PRAIRIE ORGANICS	LANDSCAPING - OTHER	430-299	50	184.88

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
08/23/2016	APCHK	89221*#	15199	RAGS ELECTRIC, INC	EDP EQUIPMENT MAINTENANCE	417-263	50	968.47
08/23/2016	APCHK	89228*#	8040389525	STAPLES	OFFICE SUPPLIES	401-301	50	37.57
08/23/2016	APCHK	89235*#	T65/JUL 16	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	2,877.00
08/23/2016	APCHK	89236*#	110843	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	1,971.72
08/23/2016	APCHK	89242*#	16098-01	UNDERGROUND PIPE & VALVE, CO	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	65.00
			16324		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	396.00
				CHECK APCHK 89242 TOTAL FOR				461.00
08/23/2016	APCHK	89245*#	9769620154	AUG 16 VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	144.62
Fund: 03 HOTEL/MOTEL TAX FUND								
08/23/2016	APCHK	89237	080316	THE TROLLEY CAR & BUS COMPA	TRANSPORTATION	435-320	53	205,949.79
Fund: 09 WATER CAPITAL IMPROVEMENTS FUND								
08/23/2016	APCHK	89183*#	130842	CHRISTOPHER B. BURKE	WATER TANK REPAIRS	440-604	65	7,038.00
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &								
08/23/2016	APCHK	89182*#	130847	CHRISTOPHER B. BURKE	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	1,116.58
08/23/2016	APCHK	89188	7948	COMPASS PLUMBING LLC	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	854.00
			7947		POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	1,835.00
				CHECK APCHK 89188 TOTAL FOR				2,689.00
08/23/2016	APCHK	89198*#	8025842	HOME DEPOT CREDIT SERVICES	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	30.48
08/23/2016	APCHK	89200	47767	INTERGRATED PROJECT MANAGMEN	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	292.50
08/23/2016	APCHK	89212	90317757	NEW HAVEN MOVING EQUIPMENT	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	198.24
08/23/2016	APCHK	89221*#	15203-2	RAGS ELECTRIC, INC	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	237.20
			15203-1		POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	3,040.00

CHECK DISBURSEMENT REPORT FOR WILLOWBROOK
 CHECK DATE FROM 08/10/2016 - 08/23/2016

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &								
CHECK APCHK 89221 TOTAL FOR								
08/23/2016	APCHK	89222	1195	ROBERT WHITE CONSTRUCTION	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	10,395.00
08/23/2016	APCHK	89235*#	TG5/JUL 16	TAMELING GRADING	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	1,490.00
08/23/2016	APCHK	89253	00127242	WILLIAMS ARCHITECTS	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	42,942.25
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
08/23/2016	APCHK	89232*	10074604 JUL16	SUBUREAN LIFE PUBLICATIONS	PRINTING & PUBLISHING	510-302	15	1,218.00
TOTAL - ALL FUNDS								
* - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND								
# - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT								
								1,218.00
								492,424.14
								3,277.20

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION ACCEPTING A PROPOSAL TO MANAGE AND ADMINISTER THE PROMOTIONAL APPLICATION AND EXAMINATION PROCESS FOR THE POLICE SERGEANT HIRING PROCESS – I/O SOLUTIONS

AGENDA NO. 5d

AGENDA DATE: 8/22/16

STAFF REVIEW: Tim Halik, Admin/Mark Shelton, Chief

SIGNATURE: _____

T. Halik

LEGAL REVIEW: Thomas Bastian

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 PERTINENT HISTORY)

On Friday, August 19, 2016 during the regular meeting of the Board of Police Commissioners (BOPC), the attached resolution was received by the Commission. Chief Shelton had secured a proposal from I/O solutions to complete the Willowbrook Police Sergeant Assessment Process. The proposal was presented to the Board of Police Commissioners and discussed at the meeting. The members of the BOPC voted unanimously to recommend to the Village Board that the proposal from I/O Solutions be accepted.

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

The components of the Sergeant Assessment Process include an administered written exam, and an oral interview to be conducted by the BOPC. The total cost for the services provided is \$9,380. The FY 2016/17 budget includes sufficient funding for this assessment project:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED/REMAINING</u>
General Fund – BOPC	01-07-440-542	Other – Exams	\$8,000
General Fund – BOPC	01-07-440-544	Other – Exams	\$3,500

ACTION PROPOSED: ADOPT THE RESOLUTION.

RESOLUTION NO. 16-R-_____

A RESOLUTION ACCEPTING A PROPOSAL TO MANAGE AND ADMINISTER THE PROMOTIONAL APPLICATION AND EXAMINATION PROCESS FOR THE POLICE SERGEANT HIRING PROCESS – I/O SOLUTIONS

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Chief of Police is hereby authorized and directed to accept the proposal from I/O Solutions, attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, to manage and administer the promotional application and examination process for the Willowbrook police sergeant hiring process.

ADOPTED and APPROVED this 22nd day of August, 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAY: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"



Statement of Work

The purpose of this document is to describe the components of the project that will be performed and to document the associated costs.

Project Title: Willowbrook PD Sergeant Assessment Process

Approximate Commencement: August 2016

The following table presents the project components and the associated cost of those components.

Project Component	Cost
Development of Sgt. Written Exam: <ul style="list-style-type: none">• Work with SMEs to develop an examination plan that is linked to the job description, and select appropriate knowledge sources.• Draft 125 multiple choice questions based on exam plan.• Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions.• Administer the exam on-site (<i>optional</i>)• Score exam and send results via email to designated point of contact	\$5,630
Development of Custom Oral Interview <ul style="list-style-type: none">• Design a scenario-based structured oral interview based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.• Review questions with SMEs to refine scenario details and ensure accuracy of criteria.• Recruit two (2) outside assessors to create a final panel of five (5) assessors• Train assessors• Compile assessment scores and conduct quality controls	\$4,150
Total Cost	\$9,380

IOS will submit invoices according to the following schedule: ½ upon project commencement and ½ upon project completion.

Client is responsible for obtaining suitable locations for administrations (written and oral interview), external assessor honorariums, and administering the oral interviews.

Client Acceptance:

I acknowledge that I have reviewed this Statement of Work and hereby authorize IOS and its representatives to commence work on the project components as described herein.

Signature of Authorized Agent

Title of Authorized Agent

Date

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;">ITEM TITLE:</p> <p>A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Install Drainage Culverts and Re-Profile Drainage Ditches at Ridgemoor Drive & Lane Court – Sunset Sewer & Water, Inc., and Ratifying and Confirming the Village Administrator’s Prior Acceptance of Said Proposal</p>	<p style="text-align: right;">AGENDA NO. 5e</p> <p style="text-align: right;">AGENDA DATE: <u>08/22/16</u></p>
--	--

STAFF REVIEW: T. Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
REVIEWED & APPROVED BY MUNICIPAL SERV. COMMITTEE: YES <input checked="" type="checkbox"/> on 8/12/16 NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

Within less than a 48-hour period between Friday, July 22, 2016 night and Sunday, July 24, 2016 evening, the Willowbrook area received a measured 3.3” of rainfall. This rain resulted in a substantial amount of stormwater runoff received in a relatively short period of time which quickly caused stormwater facilities to fill to capacity, and in some cases, overflow. Public works crews responded to numerous areas to clear obstructions and to monitor flow to ensure a drain-down could occur as soon as possible, since additional storms were expected.

One of the areas that experienced higher than usual stormwater inundation was the intersection of Ridgemoor Drive and Lane Court. This area drains north to the 63rd Street ditch, but stormwater was observed overtopping the intersection and coming close to the residence located at 520 Ridgemoor Drive. A review of the drainage routes in the area was performed and a recommendation from the Village consulting engineer was requested.

It was determined that by adding additional cross-culverts under Ridgemoor Drive, enlarging the existing driveway culverts on Lane Court, and performing associated ditch re-grading, we could effectively reduce the level of inundation experienced during such heavy storms which will also reduce the frequency that the road overtops. A project design was quickly obtained from our engineer, and a proposal was requested from our current underground utility contractor. The following is a cost summary of this project:

VENDOR	TYPE	COST
Sunset Sewer & Water, Inc.	Installation Labor & Equipment	\$8,507.30
Underground Pipe & Valve Company	Materials	\$4,457.40
	Misc. Site Restoration	Est. \$2,500.00
	TOTAL:	\$15,464.70

Given the potential flooding concern of nearby residences, this project was discussed at the August 12th Municipal Services Committee meeting, and the consensus was to move forward with the project quickly. Therefore, the Sunset proposal was accepted and the work was completed on August 16, 2016.

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

Funds to complete this project are available within the FY 16/17 Budget:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
Public Work	01-35-750-289	Storm Water – Site Improve.	\$20,000.00

ACTION PROPOSED: Staff would recommend that the Village Board adopt a resolution to accept the proposal from Scott Contracting, Inc. to complete this project, and ratify and conform the Village Administrator’s prior acceptance of the proposal.



Underground Pipe & Valve, Co.

YARD ADDRESS:
211 American Dr
Storrsville, B. 60314
(815) 730-1180

1-800-228-6574

MAILING ADDRESS:
P.O. Box 979
Palmsville, FL 32909-0979
Fax (815) 730-1270

RECEIVED

AUG - 4 2016

VILLAGE OF
WILLOWBROOK

Quotation

Bid Date 8/4/2016 Page 1

Name: VILLAGE OF WILLOWBROOK Job: CULVERT REPLACEMENT JOB
 Attn: TIM HALIK
 Phone: 630-920-2238 Fax: _____
 Email: _____ F.O.B: _____ Terms: _____

Line	Quantity	Description	Unit	Price	Total
1		<u>CULVERT REPLACEMENT:</u>			0
2	260	15" CMP	LF.	\$16.23	\$4,219.80
3	9	15" CMP COUPLING BAND	EA.	\$ 26.40	\$ 237.60
4					
5		<i>**ALL IN-STOCK CURRENTLY**</i>			
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28		Subtotal			\$4,457.40
29					
30		Total			\$4,457.40

RESOLUTION NO. 16-R-_____

A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Install Drainage Culverts and Re-Profile Drainage Ditches at Ridgemoor Drive & Lane Court – Sunset Sewer & Water, Inc., and Ratifying and Confirming the Village Administrator’s Prior Acceptance of Said Proposal

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Sunset Sewer & Water, Inc., Inc. to provide labor and equipment for the completion of the Ridgemoor Drive and Land Court right-of-way ditching and culvert installation project in an amount not to exceed \$8,507.30, as set forth in the proposal attached hereto as Exhibit “A” which is, by this reference, expressly incorporated herein, and that the Village Administrator’s prior acceptance of the proposal is hereby ratified and confirmed.

ADOPTED and APPROVED this 22nd day of August, 2016

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"

RECEIVED

AUG - 4 2016

VILLAGE OF
WILLOWBROOK

SUNSET SEWER & WATER, INC.

PO Box 1954
Frankfort, IL 60423
Phone 815-469-0610
Fax 818-469-0680

Proposal ID: SS16-090

Name: <u>Village of Willowbrook</u>	Date: <u>8/3/2016</u>
Address: <u>835 Midway Dr</u>	Location: <u>Lane Ct & Ridgemoor Dr, Willowbrook</u>
City: <u>Willowbrook</u> State: <u>IL</u> ZIP: <u>60527</u>	Description: <u>Culverts & Ditch Grading</u>
Attention: <u>Mr. Tim Halik</u>	

Sunset Sewer & Water, Inc. is pleased to submit a proposal for this project in accordance with plans & specifications as prepared by:

Site Visit on 8/2/16.

Qty	Description	Unit Price	Total
	<u>Lane Ct & Ridgemoor Dr Culverts & Ditching</u>		
	Sunset Sewer & Water, Inc proposes to grade approximately 213' of ditch with a 4' wide bottom along Lane Ct, grade approximately 107' of ditch along Ridgemoor Dr., install triple, 30' long, 15" CMP Culverts at driveway and install triple 55' long 15" CMP Culverts at intersection of Lane Ct & Ridgemoor Dr per drawing included. Culvert materials & stone backfill provided by Village. Spoils from ditch grading to be hauled to Village stockpile area. Project to be completed on T&M estimated at:		
	Labor		
16	Hours of Foreman W/Truck & Tools S.T.	\$ 148.00	\$ 2,368.00
16	Hours of Backhoe Operator S.T.	\$ 129.50	\$ 2,072.00
8	Hours of Laborer S.T.	\$ 104.55	\$ 836.40
18	Hours of Driver S.T.	\$ 95.05	\$ 1,710.90
	Equipment		
16	Hours of 10,000LB Backhoe & Ditching Bucket	\$ 50.00	\$ 800.00
18	Hours of 6 Wheel Dump Truck	\$ 40.00	\$ 720.00
	Materials		
	Provided by City.		
	Estimated Total on T & M		\$ 8,507.30

SUNSET SEWER & WATER, INC.

PO Box 1954
Frankfort, IL 60423
Phone 815-469-0610
Fax 818-469-0680

Proposal ID: SS16-090

Name: Village of Willowbrook

Date: 8/3/2016

Address: 835 Midway Dr

Location: Lane Ct &
Ridgemoor Dr,
Willowbrook

City: Willowbrook State: IL ZIP: 60527

Culverts & Ditch

Attention: Mr. Tim Halik

Description: Grading

Sunset Sewer & Water, Inc. is pleased to submit a proposal for this project in accordance with plans & specifications as prepared by:

Site Visit on 8/2/16.

Qty	Description	Unit Price	Total
	Notes		
	Prices include mobilization to site, hauling spoils to village stockpile, utilizing mini backhoe for excavation, hauling stone provided, and leaving site graded for final landscaping.		
	Prices do not include restoration, permits, bonds, or fees.		
<i>All work shall be completed on T&M not to Exceed</i>			\$ 8,507.30
<u>Eight Thousand, Five Hundred Seven & 30/100</u>			Dollars

The "General Conditions" on attached pages shall be considered as part of the proposal.

Sunset Sewer & Water, Inc. is hereby authorized to proceed per proposed items, prices, general conditions, and notes listed above.

Respectfully Submitted by,
Sunset Sewer & Water, Inc.

Accepted By: _____

Proposed By: Bryan Thrun

Date: _____

Date: 8/3/2016

Prices quoted are good for 30 days. Pricing is based on standard work hours and work days. Changes in scope of work will require recalculation of price and acceptance of owner before work may continue.

Payment terms: Invoices will be submitted at the end of every month. Payments are due within 30 days of date on invoice.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Resolution –

A Resolution Approving a Plat of Easement – 6710 S. Madison Street

5f

AGENDA NO.

AGENDA DATE: 8/22/16

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 PERTINENT HISTORY)

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

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

The existing residence upon the property located at 6710 S. Madison Street has been razed and a new residence will be constructed in its place. The project will require re-grading of the property to establish positive drainage to serve the new residence. The re-grading will ensure that drainage from the property does not sheet flow onto adjacent properties. In accordance with the above mentioned code requirement, new easements are required, since easements do not already exist. The owner's engineer has prepared a Plat of Easement dedicating new public utility and drainage easements for this purpose.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 16-R-_____

Resolution – A Resolution Approving a Plat of Easement – 6710 S. Madison Street

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

SECTION ONE: That the Plat of Easement, as prepared by Engineering Resource Associates, Inc. Job No. 160304, consisting of one (1) sheet, dated August 4, 2016, attached hereto and incorporated herein as Exhibit "A", be and the same, is hereby approved and that the Mayor, Village Clerk and all other necessary and appropriate officers of the Village are authorized to execute said Plat.

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

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

ADOPTED and APPROVED this 22nd day of August, 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

PLAT OF EASEMENT



ABBREVIATIONS

A	ARC DISTANCE
CH	CHORD
CONC.	CONCRETE
E	EAST
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
N	NORTH
P.U. & D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R	RADIUS
R.O.W.	RIGHT OF WAY
S	SOUTH
W	WEST

THAT PART OF LOT 31 IN HINSDALE RIDGEMOOR ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 12, 1952 AS DOCUMENT 64662 AND CORRECTED BY CERTIFICATE OF CORRECTION DATED MAY 28, 1952 AND RECORDED JUNE 2, 1952 AS DOCUMENT 653074, AND FURTHER CORRECTED BY CORRECTION PLAT, DATED MAY 26, 1952 RECORDED JUNE 3, 1952 AS DOCUMENT 653218, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF SAID LOT 31 AS MEASURED PERPENDICULAR FROM AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 31, FOR THE PURPOSE OF A PUBLIC UTILITY AND DRAINAGE EASEMENT, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 6710 S. MADISON STREET, WILLOWBROOK, IL 60527

PIN NO. 09-23-204-047

PROPERTY OWNERS:
SANJAY R. PATEL
MONAL S. PATEL
6710 S. MADISON STREET
WILLOWBROOK, IL 60527

SURVEY NOTES

1. BASIS OF DEPARTURE - ILLINOIS STATE PLANE COORDINATE SYSTEM (EAST ZONE) - NAD 83
2. LOCATION BASED ON FIELD SURVEY BY ENGINEERING RESOURCE ASSOCIATES, INC. ON MARCH 20, 2016.
3. DIMENSIONS SHOWN THUS: 50.20 ARE FEET AND DECIMAL PARTS THEREOF. ANGULAR DATA SHOWN THUS: 10° 30' 00" INDICATED DEGREE, MINUTES AND SECONDS. DIMENSIONS AND DATA SHOWN IN PARENTHESIS ARE RECORDED DATA FROM THE RECORDED PLAT OF SUBDIVISION.
4. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREIN ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.

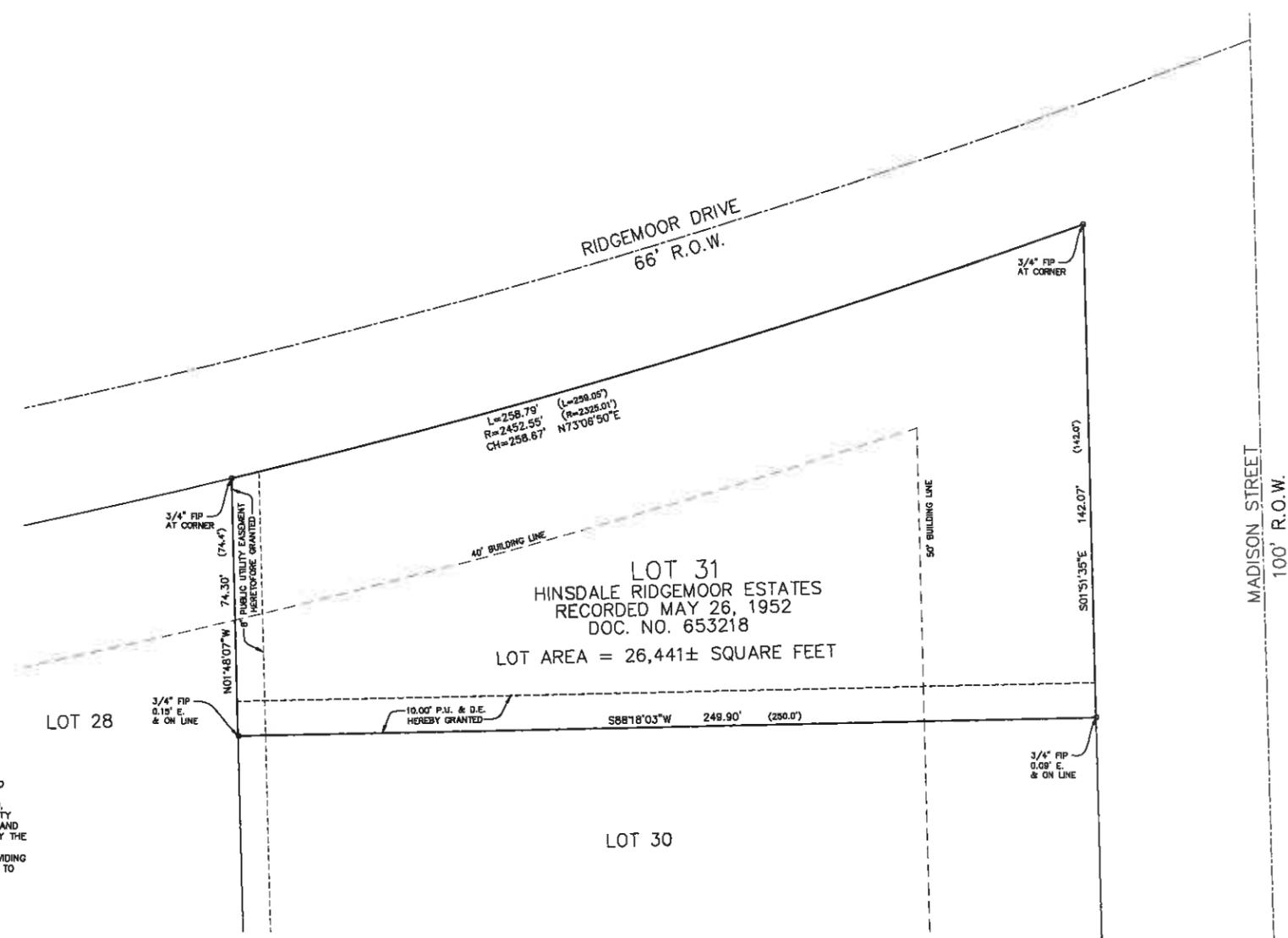
COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
THIS INSTRUMENT NUMBER _____ WAS FILED FOR THE RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THIS _____ DAY OF _____, 20__ AT _____ O'CLOCK.

RECORDER _____
VILLAGE BOARD
APPROVED BY THE VILLAGE BOARD OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20__ BY ORDINANCE NO. _____
PRESIDENT OF VILLAGE BOARD _____
ATTEST (VILLAGE CLERK) _____

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

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



OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THE ANNEXED PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH.
DATED THIS _____ DAY OF _____, 20__
OWNER(S) _____
SIGNATURE(S) _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE _____, DO HEREBY CERTIFY THAT _____
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH LEGAL OWNER HAS APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/ SHE SIGNED THE SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF A.D. 20__
NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
WE, ENGINEERING RESOURCE ASSOCIATES, INC. HEREBY CERTIFY THAT WE HAVE PREPARED THIS PLAT OF EASEMENT UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR FOR THE PURPOSE OF CREATING A NEW EASEMENT AS SHOWN HEREON AND SAID PLAT IS A CORRECT REPRESENTATION OF SAID EASEMENT.
ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
I HEREBY AUTHORIZE THE VILLAGE CLERK, OF THE VILLAGE OF WILLOWBROOK, ILLINOIS TO RECORD THIS PLAT OF EASEMENT.

Dated at Warrenville, Illinois, this _____ day of _____, A.D. 20__



Timothy B. Martinek
Illinois Professional Land Surveyor
License Number 035-003782 expires November 30, 2016
Engineering Resource Associates, Inc.

REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: TM
CHECKED BY: JG
APPROVED BY: TM



35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 F. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60608
PHONE (312) 474-7342
FAX (312) 474-6061

2416 GALEN DRIVE
CHICAGO, ILLINOIS 61821
PHONE (217) 351-2288
FAX (217) 351-1031

SANJAY R. PATEL AND MONAL S. PATEL
6710 S. MADISON STREET
WILLOWBROOK, ILLINOIS

PLAT OF EASEMENT
6710 S. MADISON STREET
WILLOWBROOK, ILLINOIS

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186
SCALE: 1" = 20'
DATE: 8/04/2016
JOB NO: 160304
SHEET 1 OF 1

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:**AGENDA NO.****5g****AGENDA DATE:** 08/22/16

Receive Plan Commission Recommendation- Public Hearing 16-09:
Consideration of a petition for approval of a variance to reduce the exterior side yard setback including such relief, exceptions and variations from Title 9 of the Village Code necessary to allow a single family residential unit in the R-2 Zoning District at 10 Midway Drive.

STAFF REVIEW: Anna Franco, Village Planner**SIGNATURE:** Anna Franco**LEGAL REVIEW:** Tom 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 subject property is currently a vacant corner lot, which has been vacant for a number of years. Applicants Tony and Lisa Wong acquired ownership of the property and intend to build a new single family home as their permanent residency in Willowbrook. The Wongs' request include a variation to the exterior side yard setback from forty (40') feet to twenty-two and a half (22.5') in order to provide more buildable space for their proposed home. In addition, since the subject property is abutting Route 83, specific setback requirements must also be varied. A setback variation from one hundred (100') feet to twenty-two and a half (22.5') must also be included in order to proceed.

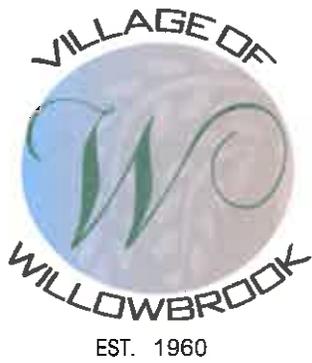
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Since the purpose of this hearing was a continuation of the hearing that took place on August 3, 2016, most of the discussion revolved around the clarification of previously requested variances. One specific variance that had been requested has since been proven negligible: a width reduction from one hundred and five (105') feet to seventy-five (75'). Since the parcel is an existing platted lot, the variation to reduce the corner lot width is not required—a finding that has been confirmed with the Village Attorney. Section 9-14-4.4, therefore, is no longer applicable to this case.

Newly requested variations, for the purposes of the August 17, 2016 meeting include the following: a variation to reduce the required bulk regulation exterior side setback distance 9-5B-3(D) from forty (40') to twenty-two and a half (22.5') feet and to reduce the required Specific Setback distance 9-3-7(A) from one hundred (100') feet to twenty-two and a half (22.5') feet. Final discussion during the hearing included unanimous agreement among the Plan Commissioners to motion in favor of the submitted petition on various conditions. While most of the conditions for approval mirrored those that were presented in the previous hearing on August 3, 2016, one additional one has since been added: The petitioner shall add a driveway turn around to their primary driveway to aid in accessibility to Midway Drive.

The Plan Commission agreed that since the variances in question of the previous hearing had since been reconciled, and that their safety-oriented condition had since been added, they approved a motion recommending the approval of this project to the Village Board for formal consideration.

ACTION PROPOSED: August 22, 2016: Receive Plan Commission Recommendation.



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 22, 2016

SUBJECT: Zoning Hearing Case 16-09: 10 Midway Drive, Wong Variance. Consideration of a petition for variations from Title 9 of the Village Code to reduce an exterior side yard setback to increase buildable space for a proposed detached, single family residence in the R-2 Zoning District.

At the special meeting of the Plan Commission held on August 17, 2016, the above referenced application was discussed and the following motion was made:

MOTION: Made by Remkus seconded by Kaucky that based on the submitted petition and testimony provided, I move that the Plan Commission forward its findings for variances referenced in the Staff Report for PC 16-09 prepared for the August 3rd, 2016 Plan Commission meeting and recommend approval of variances from Section 9-5B-3(D) and Section 9-3-7(A) of the Village Ordinance to reduce the required exterior side yard setback to 22.5', subject to the following conditions:

1. Driveway placement for the proposed single family home be placed as far west on the property per interior side yard easement allowance.
2. The petitioner shall add a driveway turn around to their primary driveway to aid in accessibility to Midway Drive.
3. The variances granted shall only apply to 10 Midway Drive
4. The variances granted shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval of the variance by the Village Board.



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

ROLL CALL: AYES: Chairman Kopp, Commissioners Remkus, Kaucky, and Wagner.

NAYS: None.

ABSENT: Commissioners Soukup and Lacayo.

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

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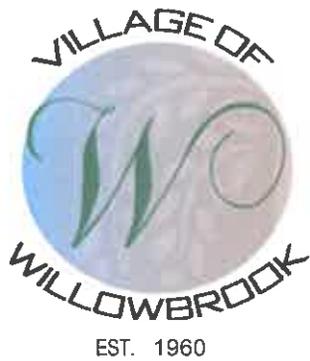
MOTION DECLARED CARRIED

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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Illinois Route 66 Scenic Byway



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FINDINGS OF VARIATION

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

Finding: The subject property is currently non-conforming. The current exterior side yard requirement only allows a maximum width of twenty-six and a half (26.5') feet for construction of a single family residence. The variance will maximize buildable width to forty-four (44') feet.

- (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: The proposed setback will allow for greater buildable space for the desired footprint of a detached single family home. This will align nicely with the newly constructed homes directly to the west of the subject property. Current minimum side yard requirements without the variance would otherwise limit the size and layout of the proposed single family residence.

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

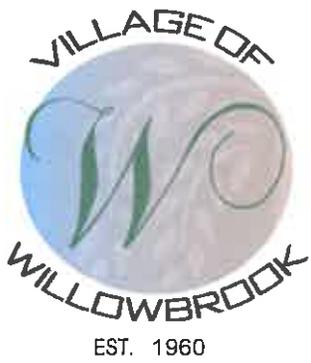
Finding: The applicant confirms the hardship was not created by any person presently having a proprietary interest in the premise.

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

Finding: The proposed variation and proposed home to be built will add value to the community. It will add an additional single family residence to the R-2 district and it will promote development on a property that has otherwise been vacant and unkempt.



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Willowbrook, IL 60527-5549

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(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: The proposed variation and the subsequent single family home will not decrease the supply of natural light and air to the adjacent properties to the north, west, south or east.

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

Finding: The proposed variation is in keeping with the essential character of the locality by maintaining conformity to the width of the newly constructed homes within the neighborhood.

(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 variation allows a less than ideal property to have a home built where the applicants can live in and become residents of the Village of Willowbrook.

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

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Carrie Dittman



Proud Member of the
Illinois Route 66 Scenic Byway



Village of Willowbrook Staff Report to the Plan Commission

Village Board:

Receive August 22, 2016
Ordinance Consideration September 5, 2016

Public Hearing Date:

Public Hearing August 3, 2016
Public Hearing (Continued) August 17, 2016

Prepared By: Anna Franco, Planning Consultant

Case Title: 16-09: 10 Midway Drive Variance

Petitioner: 10 Midway Drive, Willowbrook, IL 60527

Action Requested Applicant: Consideration of a petition to authorize two (2) variations to reduce the minimum exterior side yard setback at 10 Midway Drive, located in the R-2 Zoning District.

Location: At the Northwest corner of Midway and Route 83; east of Eleanor Place

Location: R-2 Single Family Residential District

Existing Land Use: Single Family Detached Residential

Property Size: 0.29 Acres

Surrounding Land Use:	Use	Zoning
North	Single Family Residence	R-2 Single Family
South	Single Family Residence	R-2 Single Family
East	Illinois Route 83	Illinois Route 83
West	Single Family Residence	R-2 Single Family

Documents Attached: 1. Staff Report and attachments for the August 3, 2016 Plan Commission Meeting (13 Sheets)

Necessary Action by Village Board: August 22, 2016: Receive Plan Commission Recommendation



Staff Recommendation

Staff supports the requested variances to reduce the required exterior side yard setback to 22.5'. The applicant's proposal for a single family home meets the intended use of the R-2 zoning district. The expected construction would be a welcomed addition to an otherwise vacant and unused lot.

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 forward its findings for variances referenced in the Staff Report for PC 16-09 prepared for the August 17th, 2016 Plan Commission meeting and recommend approval of variances from Section 9-5B-3(D) and Section 9-3-7(A) of the Village Ordinance to reduce the required exterior side yard setback to 22.5', subject to the following conditions:

1. Driveway placement for the proposed single family home be placed as far west on the property per interior side yard easement allowance.
2. The petitioner shall add a driveway turn around to their primary driveway to aid in accessibility to Midway Drive.
3. The variances granted shall only apply to 10 Midway Drive.
4. The variances granted shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval of the variance by the Village Board.

The following motion made by Remkus was seconded by Kaucky and approved unanimous 4-0 roll call vote of the members present:

Based on the submitted petition and testimony provided, I move that the Plan Commission forward its findings for variances referenced in the Staff Report for PC 16-09 prepared for the August 3rd, 2016 Plan Commission meeting and recommend approval of variances from Section 9-5B-3(D) and Section 9-3-7(A) of the Village Ordinance to reduce the required exterior side yard setback to 22.5', subject to the following conditions:

1. Driveway placement for the proposed single family home be placed as far west on the property per interior side yard easement allowance.
2. The petitioner shall add a driveway turn around to their primary driveway to aid in accessibility to Midway Drive.
3. The variances granted shall only apply to 10 Midway Drive.
4. The variances granted shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval of the variance by the Village Board.



Village of Willowbrook
Staff Report to the Plan Commission

Public Hearing Date: August 3, 2016

Prepared By: Tiffany Kolodziej, Administrative Intern

Case Title: 16-09: 10 Midway Drive Variance

Petitioner: 10 Midway Drive, Willowbrook, IL 60527

Action Requested by Applicant: Consideration of a petition for a variation from Title 9 of the Village Code to authorize a corner lot width from one hundred and five (105') feet to seventy-five (75') feet, a variation to reduce the minimum exterior side yard setback from forty (40') feet to twenty-two and one half (22.5') feet, and a variation to alter minimum lot width and depth reduction requirements to be greater than twenty five percent (25%).

Location: At the Northwest corner of Midway and Route 83; east of Eleanor Place

Existing Zoning: R-2 Single Residential District

Existing Land Use: Single Family Detached Residential

Property Size: 0.29 Acres

Surrounding Land Use:

	Use	Zoning
North	Single Family Residence	R-2 Single Family
South	Single Family Residence	R-2 Single Family
East	Route 83Hwy	Route 83Hwy
West	Single Family Residence	R-2 Single Family

Documents Attached:

1. Land Title Survey, dated 06/06/2016
2. Sample Elevations, dated 07/18/2016
3. Expected Construction Schedule, dated 07/18/2016
4. Comparable Properties, dated 07/18/2016
5. Applicant Response to Standards of Variation, dated 07/05/2016

Necessary Action by Plan Commission: Open Public Hearing, accept testimony, and approve a recommendation to the Village Board.

Staff's recommendation and a sample motion can be found on page 7



Site Description:

The property is located west of Route 83 and north of Midway Drive. It is bordered by R-2 Single Family detached dwellings to the north, south, and west. East of the site is Route 83 and the Willowbrook Mobile gas station. The site has a total 0.29 acres of vacant lot space with a lot width of seventy five (75') feet alongside the north end of Midway and one hundred seventy nine and a half (179.5') feet alongside the west end of Route 83.

FIGURE 1 (Site Location)



FIGURE 1 shows highlighted aerial imagery of the subject property in relation to both Midway Drive and Route 83. Note that although the two parcels directly west of the lot are depicted as empty lots, site visitation proves that the construction of single family homes are nearly complete. While not all of the parcels alongside Midway and west of Eleanor Place are shown, of the six (6) parcels in this area only 10 Midway Drive remains to be developed. This property has been vacant for over five years and as **FIGURE 2** and **FIGURE 3** show, its current state is noticeably unkempt.



FIGURE 2 (Vacant Lot 1/2)



FIGURE 3 (Vacant Lot 2/2)



Non-Conforming Lot

Based on the reported acreage provided by DuPage county ArcGIS, the total area of the subject property is about twelve thousand five hundred (12,500) square feet. According to Section 9-5B-3 (E), maximum lot coverage is thirty percent (30%) of the total acreage. Therefore, any buildable space based on these estimated figures cannot exceed three thousand seven hundred and fifty (3,750) square feet. *While Staff had requested precise figures from the applicants, only approximate numbers have been produced.*

"Property Total Area: 12, 724 sq. feet more or less

"Proposed Buildable area: 4, 438 sq. feet", *figures provided by applicants dated 07/19/2016*

While more precise measurements for 10 Midway Drive would be ideal, the applicants' petition before the Plan Commission do not require any at this time. Instead, the purpose of the applicants' petition is merely to maximize the amount of buildable space on their property. Therefore, if the property measures at approximately seventy-five (75') feet by one hundred and fifty (150') feet, **SEE ATTACHMENT 1**, then a rough estimation of the property's total area is about eleven thousand two hundred and fifty (11,250) square feet. Thirty percent (30%) of which would be three thousand, three hundred and seventy five (3,375) square feet. This is a rough estimation of the red outline located on the Land Title Survey.

Development Proposal

The applicants, Tony and Lisa Wong, wish to relocate to Willowbrook from their current residency in Chicago. After obtaining the rights to 10 Midway Drive, they plan to build a two-story, detached, single family home for their personal residency. While the applicants are capable of building on the subject property as is, the subject property's current setback requirements are less than ideal for their desired floorplans. Coupled with the newer projects in the subject property's immediate vicinity, larger homes are becoming a trend within this neighborhood.

Required Setbacks

Current setback requirements for 10 Midway Drive are as follows:

FIGURE 4 (9-5B-3 (D) BULK REGULATIONS)

YARD	SETBACK REQUIREMENT
Front	Forty (40') feet
Interior Side	Eight and a Half (8.5') feet
Exterior Side	Forty (40') feet
Rear	Thirty (30') feet



Based on these setback requirements, the applicants are limited to a floor plan no larger than ninety-five (95') feet of structure length and twenty-six and a half (26.5') feet of structure width. To build a home on this lot without any variance, the applicants are limited to a home with a building footprint of two thousand and five hundred (2,500) square feet. When factoring in eight hundred (800) square feet of garage space, livable square footage is reduced even further to one thousand and seven hundred (1,700) square feet.

Therefore, in order to maximize buildable space, the applicants and Staff propose that a variation to the exterior side yard be made.

FIGURE 5 (9-5B-3 (D) BULK REGULATIONS with VARIANCE for 10 Midway Drive)

YARD	SETBACK REQUIREMENT
Front	Forty (40') feet
Interior Side	Eight and One Half (8.5') feet
Exterior Side	Twenty-Two and a Half (22.5') feet
Rear	Thirty (30') feet

In **FIGURE 5**, the table shows that only the exterior side yard setback for 10 Midway Drive will be varied within the applicants' petition. It shows that instead of the required forty (40') foot setback, the variation would reduce the exterior side yard setback to twenty-two and a half (22.5') feet. Should this variation be accepted, the applicants would expand their buildable structure width from twenty-six and a half (26.5') feet to forty-four (44') feet. Ultimately, this variance would give the applicants a little over one thousand and six hundred (1,600) additional square footage to construct their new home. **SEE ATTACHMENT 1.**

Elevations & Construction

While not in any official format, the applicants have provided the following sample elevations to grant some insight to the intended design of their subsequent home. **SEE ATTACHMENT 2.** The applicants have discussed with staff that their proposed building materials will include cement fiber board siding, brick, or a combination of the two. The applicants have also shared with staff their expected construction schedule. **SEE ATTACHMENT 3.**

Garage Space

The last notable item of the applicants' development proposal includes a mention of their intended attached garage space. Per 9-12-4(D), the applicants are allowed a maximum area of eight hundred (800) square feet of attached garage space. The applicants plan to use this allotted space by constructing two separate garages. One will serve as their principle garage, an attached structure that will measure twenty-by-twenty two (20' x 22') feet. The second will be at the back of their home, another attached structure which will measure thirty-by-twenty (30' x 20') feet.

Summary of Variances Requested

The purpose of this public hearing is to consider a petition requesting the approval of variations for a vacant corner lot. When petitioning to reduce the exterior side yard setback for 10 Midway Drive, two additional variations must be considered by the Plan Commission. All three of the variations referred to in this staff report, therefore, are as follows:



1. Variation from section 9-5B-3(D) 3 to authorize a minimum exterior side yard of forty (40') feet to twenty-two and one half (22.5') feet.
2. Variation from section 9-5B-3(B)2 to authorize reduction of a single family detached dwelling on a corner lot width from one hundred and five (105') feet to seventy-five (75') feet.
3. Variation from section 9-14-4.4 to authorize an alteration of minimum lot width and lot depth reduction requirements to be greater than twenty five percent (25%).

Staff Analysis

Building Use Breakdown

Collaborating with the aid of the applicants, Staff has determined that the seventeen and a half (17.5') foot reduction from forty (40') feet to twenty-two and a half (22.5') feet will be an acceptable variance for the applicants' desired floor plans. Based on comparable properties in the immediate vicinity of the subject property, **SEE ATTACHMENT 4**, the size demand of more modern construction will warrant the proposed expansion to 10 Midway Drive's buildable area.

While it will benefit the Village to fill an otherwise vacant lot, there are two outlining concerns that should be discussed prior to the Plan Commission's recommendation:

1) Proximity to Route 83

According to section 9-3-7, any property abutting certain roadways within Willowbrook are subject to a setback measuring at one hundred (100') feet. While this includes Route 83, the subject property is currently non-conforming. It is important to note that the property directly south of the subject property, 9 Midway Drive, is also non-conforming. As you will see in **ATTACHMENT 4**, lot # 4 currently contains a principle structure that has an exterior side yard setback at approximately thirty (30') feet. Imagery provided in **FIGURE 7** shows the landscaping separation between 10 Midway drive and Route 83. This is nearly a mirror image when comparing 9 Midway Drive.

-Staff **suggests** that effort be made by the property owners to maintain and/or create a landscaping barrier/screen between Route 83 and the east side of 10 Midway Drive.

2) Traffic at the Intersection between Midway Drive and Route 83

Throughout the day, traffic at this intersection can be rather high in volume. While the property owners have deliberately chosen this location, the property owners are encouraged to make measures to increase safety and efficiency.

-Staff will **require** that the expected placement of the driveway, accessible by Midway Drive, be positioned as far west on the property per interior side yard easement allowance.

-Staff **highly recommends** that the property owners add a turn around to their primary driveway. This will aid accessibility to Midway Drive and an example turn around can be seen in **FIGURE 6**.



FIGURE 6 (Recommended Example Turn Around)

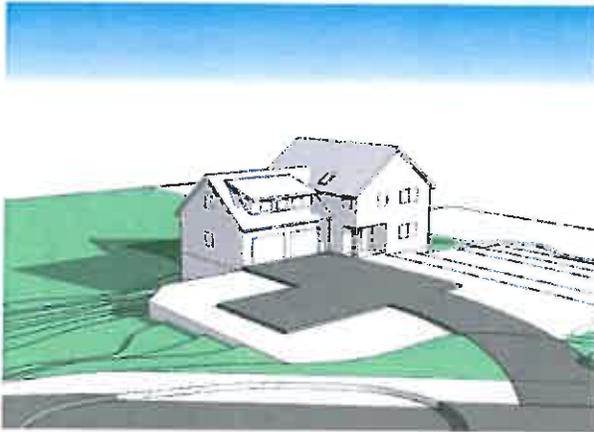


FIGURE 7 (Route 83 Current Landscaping)



Standards

Section 9-14-4.5 of the Willowbrook Zoning Ordinance establishes seven (7) standards 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 provide in **ATTACHMENT 5**. A list of the variance standards is provided below, along with the proposed findings to be incorporated in the Plan Commission's recommendation and the Village Board's ordinance if approved.

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

Finding: The subject property is currently non-conforming. The current exterior side yard requirement only allows a maximum width of twenty-six and a half (26.5') feet for construction of a single family residence. The variance will maximize buildable width to forty-four (44') feet.

- (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: The proposed setback will allow for greater buildable space for the desired footprint of a detached single family home. This will align nicely with the newly constructed homes directly to the west of the subject property. Current minimum side yard requirements without the variance would otherwise limit the size and layout of the proposed single family residence.

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

Finding: The applicant confirms the hardship was not created by any person presently having a proprietary interest in the premise.



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

Finding: The proposed variation and proposed home to be built will add value to the community. It will add an additional single family residence to the R-2 district and it will promote development on a property that has otherwise been vacant and unkempt.

- (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: The proposed variation and the subsequent single family home will not decrease the supply of natural light and air to the adjacent properties to the north, west, south or east.

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

Finding: The proposed variation is in keeping with the essential character of the locality by maintaining conformity to the width of the newly constructed homes within the neighborhood.

- (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 variation allows a less than ideal property to have a home built where the applicants can live in and become residents of the Village of Willowbrook.

Staff Recommendation

Staff supports to authorize a variation to reduce the minimum exterior side yard setback from forty (40') feet to twenty-two and a half (22.5') feet, to authorize a variation to the minimum corner lot width from one hundred and five (105') feet to seventy-five (75') feet, and to authorize a variation to alter minimum lot width and depth reduction requirements to be greater than twenty-five percent (25%). The site, 10 Midway Drive, and the applicants' proposed single family home meets the intended use of the R-2 zoning district. The expected construction would be a welcomed addition to an otherwise vacant and unused lot.

Staff supports the requested variances and recommends the Plan Commission approve the following sample motion:

Based on the submitted petition and testimony provided, the variance for setback alterations at 10 Midway Drive meets the standards for a variance as outlined in this staff report dated for the August 3rd, 2016 Plan Commission meeting and as deliberated by the Plan Commission; therefore I move that the Plan Commission recommend approval of PC 16-09 subject to the following conditions:

1. **Driveway placement for the proposed single family home be placed as far west on the property per interior side yard easement allowance.**
2. **The variances granted only applies to 10 Midway Drive.**
3. **The variances shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval of the variance by the Village Board.**

ALTA/ACSM LAND TITLE SURVEY

PROFESSIONAL LAND SURVEYING, INC.

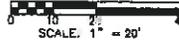
3080 CGDEN AVENUE SUITE 107

LISSIE, ILLINOIS 60532

PHONE: 630-776-1757

PROF. DESIGN FIRM # 184-021187

E-MAIL: info@plsi.com



PARCEL INDEX NUMBER
09-26-305-018



VICINITY MAP
~ NO SCALE ~

SYMBOL LEGEND

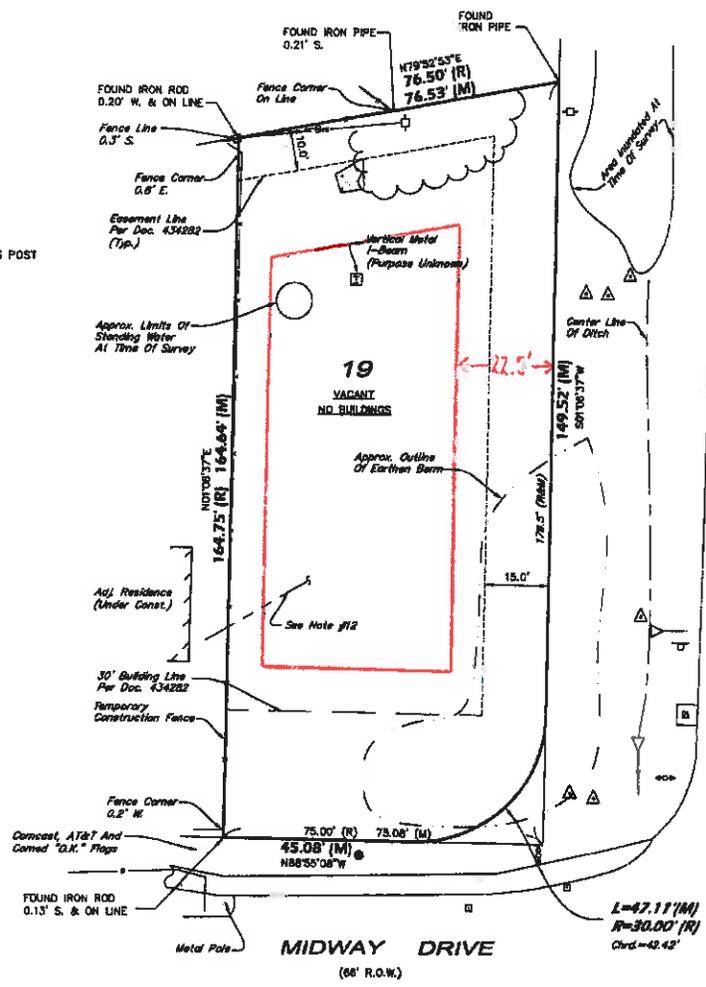
- | | |
|--|-------------------------------------|
| ⊙ - MANHOLE | —OW— OVERHEAD WIRES |
| ○ - CATCHBASIN | —G— UNDERGROUND GAS LINE |
| □ - INLET | ▭ - CONCRETE SURFACE |
| ⊕ - WATER VALVE (UNLESS OTHERWISE NOTED) | □ - REFLECTOR POST |
| ⊖ - HYDRANT | △ - PETROLEUM PIPELINE WITNESS POST |
| ⊕ - VALVE & VAULT | — - FENCE LINE |
| ⊖ - GAS VALVE | ● - NICOR GAS VERTICAL PIPE |
| ⊕ - UTILITY POLE W/OUY | ⊙ - TRAFFIC SIGNAL |
| ⊕ - POWER POLE | ⊖ - HANDHOLE |
| ⊖ - STREET SIGN | —E- END SECTION |

SURVEYOR'S NOTES

- THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD MARKS ON THE GROUND, AND ABOVE GROUND OBSERVABLE EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.
- BEARINGS SHOWN HEREON ARE ASSUMED.
- BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT FOR ADDITIONAL ZONING RESTRICTIONS.
- THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.
- EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY IDENTIFIED AS NUMBER 16WNN409347WH WITH AN EFFECTIVE DATE OF MAY 2, 2016, A REVIEW OF WHICH INDICATES THAT:
 - ITEMS 1-7, A, I, K, M, N, L, J, H, B, C, D, G, O, P, Q & S ARE NOT SURVEY RELATED.
 - ITEMS E AND F PERTAIN TO A BUILDING LINE AND EASEMENT PER THE RECORDED PLAT OF SUBDIVISION AND ARE SHOWN HEREON.
- (R) = RECORD DATA
(M) = MEASURED DATA
- AREA OF SURVEY= 12,724 SQ. FT., MORE OR LESS.
- PROPERTY DESCRIBED HEREON LIES WITHIN ZONE X AS DELINEATED ON THE NATIONAL FLOOD INSURANCE RATE MAP 17043C0909H WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004.
- ZONING INFORMATION WAS NOT PROVIDED TO SURVEYOR AND THEREFORE IS NOT SHOWN ON THE FACE OF THIS PLAT.
- NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING
- ACCORDING TO EYEWITNESS ACCOUNTS FROM NEIGHBOR TO THE WEST OF SUBJECT PROPERTY, THERE IS A 6" METAL PIPE THAT RUNS ON ANGLE THROUGH THE SUBJECT PROPERTY. THE APPROXIMATE LOCATION, BASED ON VERBAL DESCRIPTION, IS SHOWN HEREON. WITNESS AND THE VILLAGE OF WILLOWBROOK WERE UNABLE TO DETERMINE THE ORIGIN AND THE TERMINUS OF SAID 6" PIPE.
- AN ATTEMPT WAS MADE, BY A VISIT TO THE VILLAGE AND ALSO A PHONE CALL, REQUESTING UTILITY ATLAS/MAPS FOR SUBJECT PROPERTY. BOTH THE VISIT AND PHONE CALL WERE UNSUCCESSFUL IN OBTAINING ATLAS/MAP. UTILITIES PERTAINING TO SUBJECT PROPERTY ARE BY ABOVE GROUND OBSERVATION ONLY.

LEGAL DESCRIPTION

LOT 19 IN BLOCK 23 IN THE STATE VILLAGE UNIT NUMBER THREE, BEING A SUBDIVISION OF THE EAST THREE-FOURTHS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 1942 AS DOCUMENT 434282, IN DUPAGE COUNTY, ILLINOIS.



SURVEYOR'S CERTIFICATE

CERTIFIED TO:
TONY & LISA WONG

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a) & 11(b) OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON JUNE 2, 2016.

DATED THIS 6TH DAY OF JUNE, 2016.

[Signature]
PLS No. 3483
MY LICENSE EXPIRES 11/30/2016



PREPARED FOR: LEDNE
ADDRESS: 10 MIDWAY DRIVE WILLOWBROOK, IL
BOOK & PG: 180/19 DATE: 06-08-16 JOB NO: 1612707
DRAWN BY: JRP CHECK BY:
REVISED:

Attachment 2: Sample Elevations
07/18/2016



Estimated Construction Schedule
10 Midway Drive, Willowbrook, IL 60527

Submittal of Variance Application to Village of Willowbrook	7/5/16
Village Staff Initial Review Comment Letter	7/12/16
Notices sent to newspaper	7/13/16
Notices Published in newspaper and sent to adjacent owners	7/15/16
Notification signs to be posted on the property	7/18/16
Applicant resubmits plans (if necessary)	7/20/16
Village Staff report published to Willowbrook website	7/29/16
Village Plan Commission (Discussion & Approval)	8/3/16
Village Board (Receive)	8/8/16
Village Board (Approval)	8/22/16
Home Plans completed by Architect	9/9/2016
Request for proposals from General Contractors	9/12/16
Proposals back from General Contractors	9/26/16
General Contractor Chosen	9/30/16
Permitting Complete	10/24/16
Construction Begins	11/2/16
Home Completion	8/30/17

Attachment 4: Comparable Properties
07/18/2016

1 7635 Eleanor Place

3 13 Midway Drive

2 12 Midway Drive

4 9 Midway Drive



July 5, 2016,
3715 S Wallace St
Chicago, IL 60609

The Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

RE: 10 Midway Drive Response to Standards for Variation

To Whom it May Concern:

We are seeking relief from the minimum exterior side yard requirements for 10 Midway Drive, Willowbrook, IL 60527.

The village code requires an exterior side yard of 40 feet. Currently the lot is non-conforming. In speaking with the previous planning engineer, we were informed that the lot is part of the Tri-State Village Unit 3 Subdivision, and most likely platted by the County before annexation to the Village of Willowbrook. The lot width of 10 Midway does not meet Willowbrook's minimum lot widths for single family detached dwellings on a corner lot, resulting in a small "buildable area" given the current exterior side yard requirements.

In researching the history of 10 Midway, we discovered that a home had been on the lot some years ago and the setback at the time of platting by the County had an exterior side yard requirement of 15 feet. Given the exterior side of 10 Midway is adjacent to Route 83, we are asking the exterior side yard requirement be changed from 40 feet to 22.5 feet to allow for building a single family detached dwelling that would be similar in size and conform with other newer constructed homes in the neighborhood.

10 Midway has been a vacant lot for many years and by allowing the variance, it can finally be developed with a home that would be a nice addition to the Village of Willowbrook.

Below please find the response to the standards for variation on the lot located at 10 Midway Drive, Willowbrook, IL 60527.

(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 subject property is currently non-conforming. The current exterior side yard requirement only allows a maximum width of 26.5 feet for a home to be built. The variance would provide a maximum buildable width of 44 feet, allowing the construction of a single family detached dwelling that is more conforming to other newer constructed homes in the neighborhood.

(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.

By allowing the variation, a home more in line to the rest of the homes in the neighborhood can be built. Current minimum side yard requirements would only allow a very narrow and non-conforming home to be built, causing the home to stand out in the community and create a possible eye sore.

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

The applicant confirms the hardship was not created by any person presently having a proprietary interest in the premise.

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

The proposed variation and subsequent home to be built will add value to the community. Currently, the lot has been vacant for more than 5 years. Granting a variation would allow the lot to be improved and create another home to be added to the neighborhood.

(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.

The proposed variation and subsequent single family detached dwelling to be built will not decrease the supply of natural light and air to the adjacent properties to the North, West, South, or East as the variance will allow the dwelling footprint to be more central to the property boundaries.

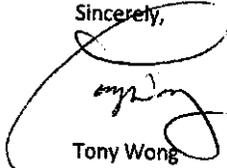
(F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)

The proposed variation is in keeping with the essential character of the locality by maintaining conformity to the width of other newer constructed homes that are existing in the neighborhood.

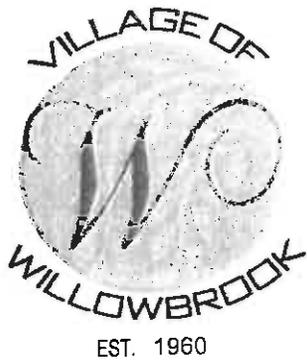
(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)

The proposed variation allows a less than ideal lot to have a home built where my family and I can live and become productive members of this Village.

Sincerely,



Tony Wong



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

July 26, 2016

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

BROWN, BOBBIE
362 63RD ST
WILLOWBROOK, IL 60527

Re: Account 353225.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 22, 2016, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

July 26, 2016

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Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

Director of Finance

Carrie Dittman

FERNANDEZ, ALFONSO & HALYNA
16 KENT CT
WILLOWBROOK, IL 60527

Re: Account 350395.004
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 303.02. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 22, 2016, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



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Mark Shelton

Director of Finance

Carrie Dittman



Proud Member of the
Illinois Route 66 Scenic Byway

LANIOSZ, PETER
6038 BENTLEY AVE
WILLOWBROOK, IL 60527

Re: Account 352210.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 225.39. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 22, 2016, will result in the immediate termination of your water service.

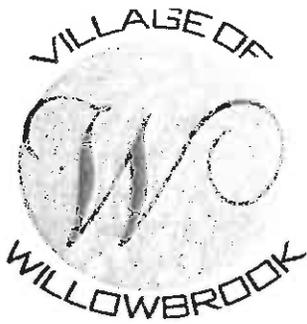
Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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Gayle Neal

Paul Oggerino

**Village
Administrator**

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

July 26, 2016

VAYALIL, JACOB
351 WILLOWOOD LN
WILLOWBROOK, IL 60527

Re: Account 352585.004
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 477.61. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 22, 2016, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

July 26, 2016

SUPERIOR ESSEX GROUP
ACTIVE INDUSTRIES INC (BR)
1601 WALL STREET
FORT WAYNE, IN 46802

Re: Account 410195.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 623.36. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 22, 2016, will result in the immediate termination of your water service.

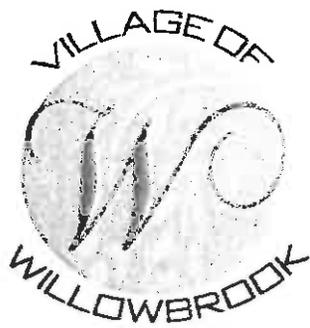
Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



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



Proud Member of the
Illinois Route 66 Scenic Byway

July 26, 2016

WORLDWIDE TRANSMISSION GROUP
C/O: VALVE BODY CONNECTION
585 EXECUTIVE DR
WILLOWBROOK, IL 60527

Re: Account 410210.004
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 453.99. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 22, 2016, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;">ITEM TITLE:</p> <p>An Ordinance amending the Village Code of the Village of Willowbrook, Title 9 Zoning Ordinance, to add "Physical Culture and Health Service, Gymnasium, and Exercise Salon" as a new Special Use in the M-1 Zoning District.</p>	<p>AGENDA NO. 7</p> <p>AGENDA DATE: <u>08/22/16</u></p>
---	--

STAFF REVIEW: Anna Franco, Planning Consultant	SIGNATURE: <u>Anna Franco/ea</u>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>TH</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)

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.
August 22, 2016: Consideration of Attached Ordinance.



Village of Willowbrook Staff Report to the Village Board

Village Board:

Receive August 8, 2016
Ordinance Consideration August 22, 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.

"Physical culture and health service, gymnasium, and exercise salon"

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.
August 22, 2016: Consideration of Attached Ordinance.



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 uses 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 evaluation 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.

ORDINANCE NO. 16-O-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF
THE VILLAGE OF WILLOWBROOK
TITLE 9-Zoning Ordinance

Add "Physical Culture and Health Service, Gymnasium, and Exercise Salon" as a new Special Use in the M-1 Zoning District.

WHEREAS, on or about June 7, 2016, Nancy Timko, as applicant, filed an application a text amendment to the Zoning Ordinance of the Village of Willowbrook to add Physical Culture and Health Service, Gymnasium, and Exercise Salon as a special use in the M-1 Zoning District; and,

WHEREAS, Notice of Public Hearing on said application was published on or about July 15, 2016, in a newspaper having general circulation within the Village, to-wit, the Chicago Sun Times newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about August 3, 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

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

SECTION ONE: Section 9-8-2 entitled "Special Uses," of Chapter 8 entitled "M-1 Light Manufacturing District," of Title 9 entitled "Zoning," of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois as amended, is further amended by adding thereto, a special use entitled "Physical Culture and Health Service, Gymnasium, and Exercise Salon" to read as follows:

"Physical Culture and Health Service, Gymnasium, and Exercise Salon"

SECTION TWO: The remaining provisions of section 9-8-2 shall remain in full force and effect and unamended by this ordinance

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

SECTION FOUR: Any ordinance or a portion of any ordinance in conflict with the provisions hereof is hereby repealed solely to the extent of said conflict.

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 22nd 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 Authorizing a Special Use for a Physical Culture and Health Service, Gymnasium, and Exercise Salon Use - 7890 Quincy Street – InspirFit.	AGENDA NO. 8 AGENDA DATE: 08/22/16
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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>Te 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)

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.
 August 22, 2016: Consideration of Attached Ordinance.



Village of Willowbrook Staff Report to the Village Board

Village Board:

Receive August 8, 2016
Ordinance Consideration August 22, 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 08/08/16 (1 Sheet)
4. Building Square Footage Breakdown, no date (1 Sheet)

Necessary Action by Village Board:

August 8, 2016: Receive Plan Commission Recommendation.
August 22, 2016: Consideration of Attached Ordinance.



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

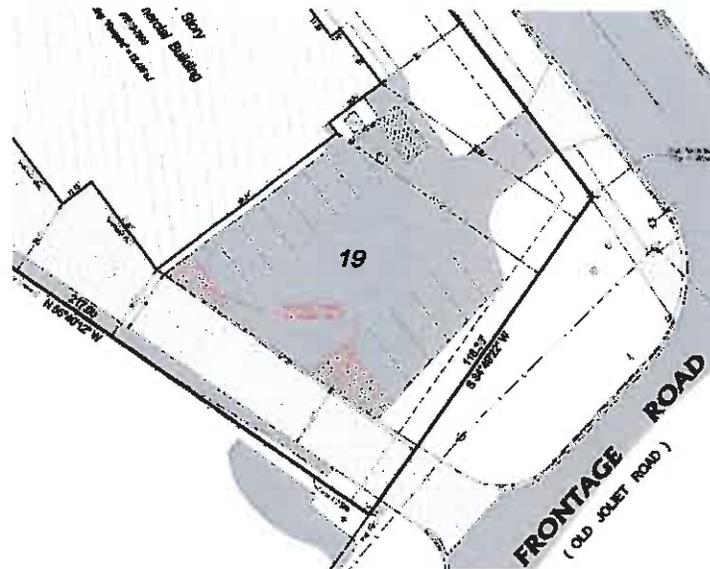
Required Site Improvements

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.

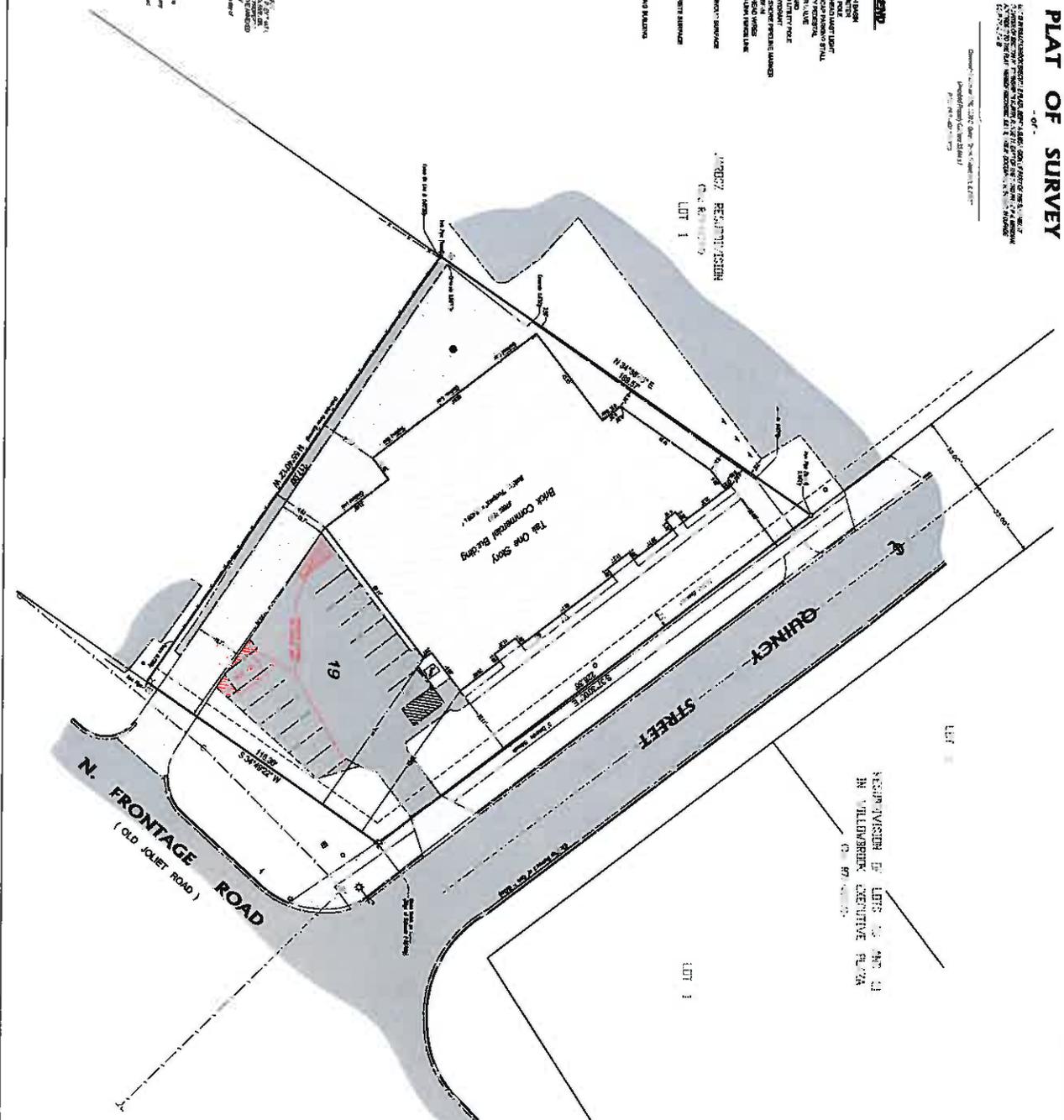
PLAT OF SURVEY

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT.

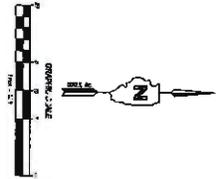
DATE OF SURVEY: 07/18/18
 PROJECT NO: 18-001

LEGEND

- 1. EXISTING LOT LINES
- 2. EXISTING BUILDING FOOTPRINTS
- 3. EXISTING DRIVEWAYS
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REVISION QUESTION OF LOTS 19 AND 20 IN WILLOWBROOK CENTENNIAL PLAZA



APPROVED FOR THE PROJECT BY: [Signature]
 DATE: 07/18/18

PROJECT: PLAT OF SURVEY
 7862-7890 S. QUINCY STREET
 WILLOWBROOK, IL 60527

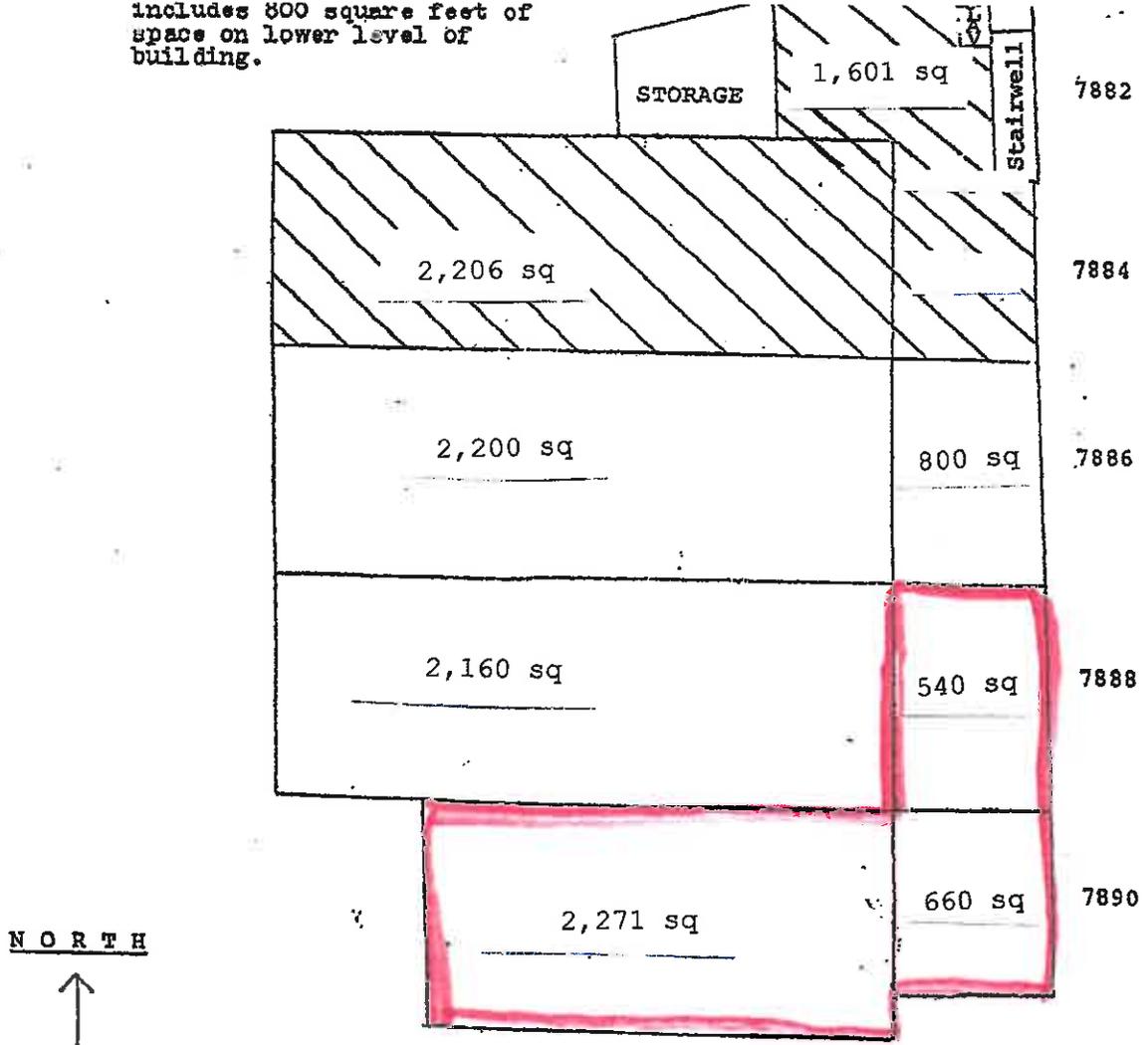
PREPARED FOR:
 InspiFi, LLC
 7890 S. QUINCY STREET
 WILLOWBROOK, IL 60527

No.	Date	Revision Description	By
1	07/18/18	ADD NEW PARKING SYMBOL	STK
2	07/18/18	ADD NEW 'NO PARKING AREA'	STK
3	07/18/18	ADD 'NO PARKING AREA'	STK



KRISCH LAND SURVEYING LLC
 P.O. Box 100 PLAINFIELD, IL 62444-0100
 PHONE (630) 682-5088 / FAX (630) 682-5094
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000008
 COPYRIGHT © 2018
 ALL RIGHTS RESERVED

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



NORTH



NOTE: Drawing is not to scale.

ORDINANCE NO. 16-O-_____

AN ORDINANCE AUTHORIZING A SPECIAL USE FOR A PHYSICAL CULTURE AND HEALTH SALON, GYMNASIUM, AND EXERCISE SALON USE - 7890 QUINCY STREET - INSPIRFIT

WHEREAS, on or about June 7, 2016, Nancy Timko, 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 a special use to operate a 3,471 square feet "physical culture and health salon, gymnasium, and exercise salon use" for an exercise salon within an existing 12,436 square foot building, located at the property commonly described as 7890 Quincy Street, Willowbrook, Illinois in the M-1 Light Manufacturing Zoning District; and,

WHEREAS, Notice of Public Hearing on said application was published on or about July 15, 2016, in a newspaper having general circulation within the Village, to-wit, the Chicago Sun Times newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about August 3, 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 August 4, 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: This Ordinance is limited and restricted to the southern 3,471 square feet of an existing 12,436 square foot building on the SUBJECT REALTY.

SECTION FOUR: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit, which is hereby granted in accord with the provisions of Title 9, Chapter 14, Section 9-14-5 of the Village Code of Ordinances of the Village of Willowbrook, for a Physical Culture

and Health Salon, Gymnasium, and Exercise Salon use in the southern 3,471 square feet of an existing 12,436 square foot building on the SUBJECT REALTY, subject to the terms and conditions set forth in Section 5 below.

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

- a. Improvements shown in the Parking Lot Striping Plan, dated August 8, 2016, by Krisch Land Surveying LLC, attached hereto as Exhibit "C", must be completed prior to occupancy.
- b. Permits must be issued by the Tri-State Fire District prior to occupancy.

SECTION SIX: 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 SEVEN: 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 22nd day of August, 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT A
Legal Description

LOT 19 IN WILLOWBROOK EXECUTIVE PLAZE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 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 R75-33298, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-402-011-0000

COMMON ADDRESS: 7890 SOUTH QUINCY STREET, WILLOWBROOK, ILLINOIS

EXHIBIT B
Recommendation and Findings of Fact

M E M O R A N D U M

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

MEMO FROM: 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 regular meeting 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

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

DK:jp

Standards for Special Use and Findings of Fact
(As shown in Attachment 1 of the Staff Report Prepared for
16-12)

- 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 an 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.

Finding: Not applicable - first time applicant.

EXHIBIT C
Parking Lot Striping Plan

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: An Ordinance amending the Village Code of the Village of Willowbrook, Title 9 Zoning Ordinance, to add "Video Gaming" as a new Special Use in the B-2 Zoning District.	AGENDA NO. 9
	AGENDA DATE: <u>08/22/16</u>

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:** THALIK

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.
August 22, 2016: Consideration of Attached Ordinance.



Village of Willowbrook
Staff Report to the Plan Commission

Village Board:

Receive August 8, 2016
Ordinance Consideration August 22, 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.

"Video Gaming"

Location:

Existing property zoned B-2 on the north side of 63rd 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.
August 22, 2016: Consideration of Attached Ordinance.



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**

Darien

January 2016 - May 2016

6/23/2016
12:44 pm

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	\$2,011,554.20	\$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.	130703640	5	\$2,103,328.34	\$1,937,514.49	\$165,813.85	\$626,104.00	\$460,280.15	\$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	\$120,121.85	\$14,206.63	\$46,138.00	\$31,931.37	\$14,206.63	\$4,282.12	\$3,551.78	\$710.34
Darien	Illinois Caffé & Service Company, LLC	130705961	5	\$4,919,478.62	\$4,573,590.66	\$345,487.96	\$1,365,188.00	\$1,019,710.04	\$345,487.96	\$103,646.60	\$86,372.18	\$17,274.42
Darien	La Notte Due, LLC	130701862	3	\$39,255.61	\$36,528.02	\$1,727.59	\$13,642.00	\$11,914.41	\$1,727.59	\$516.33	\$431.94	\$86.39
Darien	Marsala's Pizza, Inc.	130706322	5	\$1,238,776.96	\$1,152,565.49	\$86,211.47	\$362,035.00	\$275,823.33	\$86,211.67	\$25,863.73	\$21,553.13	\$4,310.60
Darien	Siella's - Marketplace at Darien, LLC	140700160	5	\$3,993,634.61	\$3,670,978.82	\$322,657.79	\$1,128,519.00	\$805,861.21	\$322,657.79	\$96,797.59	\$80,684.65	\$16,132.93
REPORT TOTAL:				\$15,317,282.83	\$14,161,572.73	\$1,165,680.10	\$4,422,616.00	\$3,256,825.70	\$1,165,690.30	\$349,708.61	\$291,423.91	\$58,284.70

**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 Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Shares	Municipality Share
Westmont	BISHOP'S CHILI OF WESTMONT, INC.	130703101	3	\$299,600.98	\$277,210.66	\$22,390.32	\$91,371.00	\$68,980.68	\$22,390.32	\$6,717.12	\$5,597.61	\$1,119.51
Westmont	Blackhawk Restaurant Group LLC Series JCVestmont	130704288	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	\$88,900.40	\$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.	130700281	5	\$2,216,166.48	\$2,076,907.68	\$139,258.80	\$568,466.00	\$429,185.15	\$139,258.80	\$41,784.49	\$34,820.40	\$6,964.09
Westmont	Illinois Café & Service Company, LLC	130704516	5	\$4,685,429.33	\$4,266,787.17	\$318,642.16	\$1,185,651.00	\$866,877.99	\$318,642.16	\$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	\$142,199.59	\$67,417.41	\$20,225.34	\$16,854.45	\$3,370.89
Westmont	Laura Bizzara, LLC - Series 1 - Cass Avenue	150701306	5	\$3,494,105.47	\$3,250,248.07	\$243,857.40	\$918,495.00	\$674,635.84	\$243,857.40	\$73,157.83	\$60,964.86	\$12,192.97
Westmont	Laura Bizzara, LLC - Series 2 - Fairview Avenue	150701307	5	\$3,332,588.07	\$3,101,028.79	\$231,559.28	\$875,729.00	\$644,165.72	\$231,559.28	\$69,468.06	\$57,890.05	\$11,578.01
Westmont	Papa Passero's, Inc.	130704063	5	\$2,430,646.41	\$2,241,925.04	\$188,721.37	\$760,197.00	\$571,475.63	\$188,721.37	\$56,816.60	\$47,180.51	\$9,636.09
Westmont	Shella's - St. James Crossing, LLC	140702353	5	\$2,081,466.84	\$1,919,193.09	\$162,273.75	\$645,033.00	\$502,759.25	\$162,273.75	\$42,882.31	\$35,568.59	\$7,313.72
Westmont	WESTMONT UPTOWN, INC.	130700238	5	\$2,192,586.06	\$2,029,159.97	\$163,426.09	\$689,416.00	\$525,889.91	\$163,426.09	\$49,027.97	\$40,866.65	\$8,171.32
Westmont	Wish Enterprises, Inc.	130702485	5	\$1,950,204.79	\$1,774,750.16	\$175,454.63	\$602,923.00	\$427,489.37	\$175,454.63	\$52,636.77	\$43,863.88	\$8,772.78
REPORT TOTAL:				\$28,281,724.57	\$26,194,695.61	\$2,086,828.96	\$7,937,162.00	\$5,850,341.38	\$2,086,840.62	\$626,854.53	\$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	\$31,683.14	\$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.	130706663	5	\$600,894.41	\$556,947.22	\$43,947.19	\$213,694.00	\$169,746.78	\$43,947.22	\$13,184.46	\$10,987.07	\$2,187.39
Willowbrook	Delico Corporation	130704399	5	\$666,520.20	\$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.	160702074	5	\$953,793.82	\$884,449.40	\$69,344.42	\$280,373.00	\$191,028.58	\$69,344.42	\$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	Viren-Gill, Ltd.	130704493	5	\$696,211.45	\$648,637.28	\$48,574.17	\$199,672.00	\$150,097.83	\$48,574.17	\$14,872.56	\$12,393.82	\$2,478.74
REPORT TOTAL:				\$3,420,702.19	\$3,136,695.77	\$284,106.42	\$1,053,597.00	\$769,490.65	\$284,106.45	\$86,233.27	\$71,927.76	\$14,206.49

ORDINANCE NO. 16-O-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF
THE VILLAGE OF WILLOWBROOK
TITLE 9-Zoning Ordinance
Add "Video Gaming" as a new Special Use in the B-2 Zoning
District.

WHEREAS, on or about May 11, 2016, Spinning Wheel Associates, as applicant, filed an application for a text amendment to the Zoning Ordinance of the Village of Willowbrook to add Video Gaming as a special use in the B-2 Zoning District; and,

WHEREAS, Notice of Public Hearing on said application was published on or about July 15, 2016, in a newspaper having general circulation within the Village, to-wit, the Chicago Sun Times newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about August 3, 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

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

SECTION ONE: Section 9-6B-2 entitled "Special Uses," of Chapter 6B entitled "B-2 Community Shopping District," of Title 9 entitled "Zoning," of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois as amended, is further amended by adding thereto, a special use entitled "Video Gaming" to read as follows:

"Video Gaming"

SECTION TWO: The remaining provisions of section 9-6B-2 shall remain in full force and effect and unamended by this ordinance

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

SECTION FOUR: Any ordinance or a portion of any ordinance in conflict with the provisions hereof is hereby repealed solely to the extent of said conflict.

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 22nd 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 Authorizing a Special Use for a Video Gaming Use –82 West 63rd Street- Spinning Wheel Associates.

AGENDA NO.**10****AGENDA DATE:**

08/22/16

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:** TS 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 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.
August 22, 2016: Consideration of Attached Ordinance.



Village of Willowbrook Staff Report to the Village Board

Village Board:

Receive August 8, 2016
Ordinance Consideration August 22, 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 82 West 63rd 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 63rd 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:

	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:

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.
August 22, 2016: Consideration of Attached Ordinance.



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

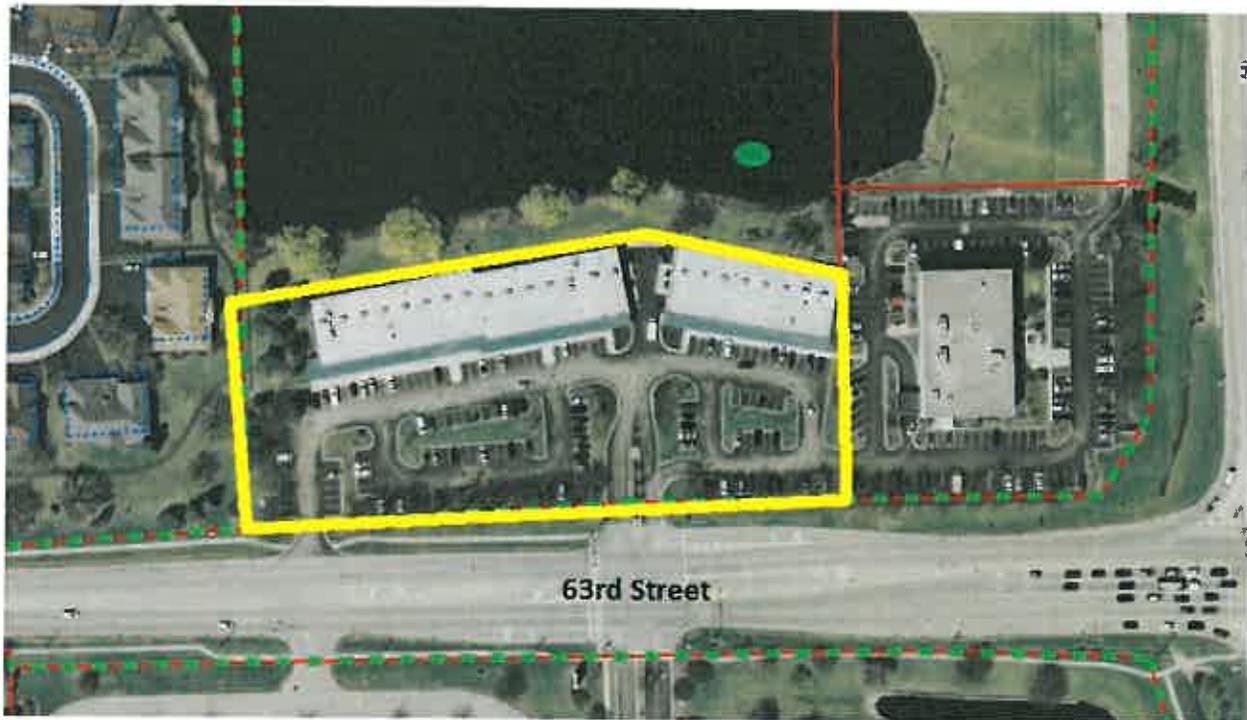


Exhibit 2 View of Shopping Center from 63rd Street





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

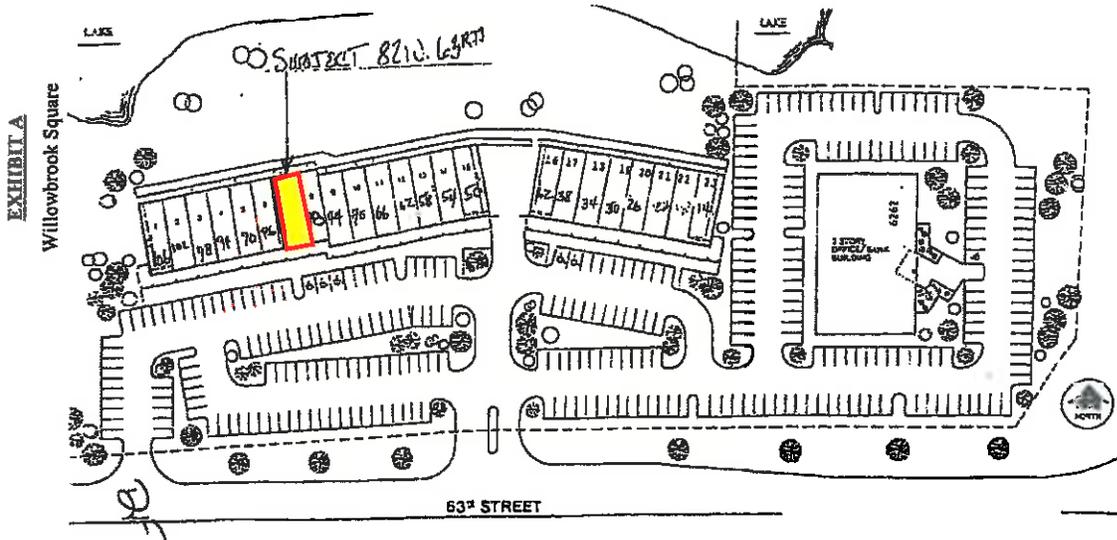
Staff Analysis

Use

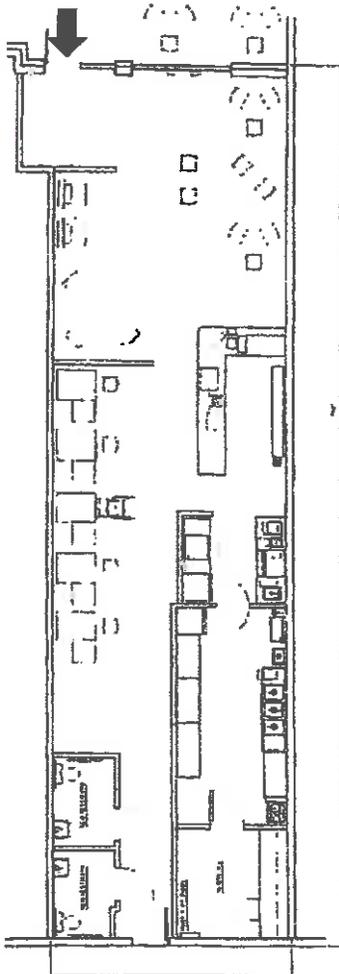
Video gaming is not currently a listed permitted or special use in the B-2 zoning district, so this request includes a separate text amendment, which is the subject of PC 16-13, to add "Video Gaming" as a special use in the B-2 zoning district. This separate case is also being considered at the same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

Betty's

40.6"

35.7"

CHANNEL LETTERS FRONT LIT



704 E. Bellvue Rd.
Round Lake, IL 60073

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

ENTER THE CALLING CARD AND CALL 866-201-7141

Design Status:

Approved Approved as noted

Revise & resubmit

DATE: _____

SIGN: _____

Permit Status:

MUNICIPALITY: _____

Applied DATE: _____

Review resubmit DATE: _____

Approved DATE: _____

SIGNS3, Inc.
FULL SERVICE SIGN COMPANY

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

info@signs3.com signs3.com

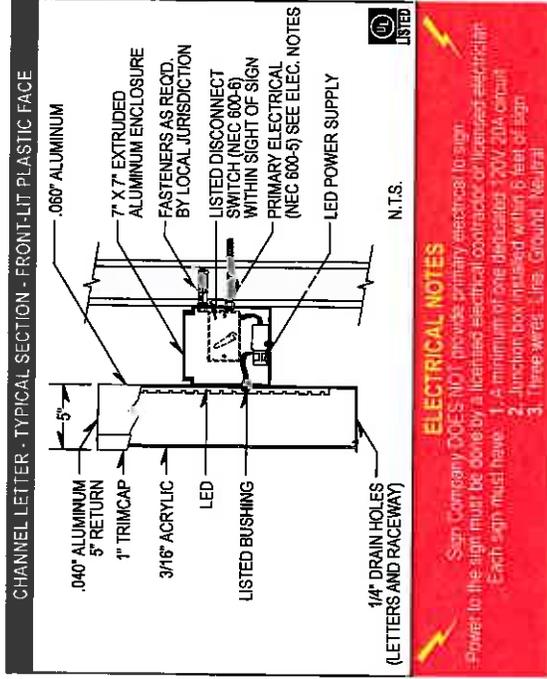
PROJECT COLORS:

- Blue (PMS 293)
- Brushed Aluminum
- Rec: 100% A1688-Parker - 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-like trimcap
- MOUNTING: recessed mount
- BACKWAY: vinyl painted to match fascia
- DIMENSIONS: 40.6" x 105"
- TOTAL SQUARE FEET: 28.6 SF
- PRIMARY ELECTRICAL REQUIREMENT: Connect to existing power supply
- UL LISTED: yes

DETAIL
DRAWING



This 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 Signs, Inc. Artwork is exclusive property of Signs Sign Signs, Inc.

**CHANNEL LETTERS
FRONT LIT**



704 S. Rollins Rd.
Round Lake, IL 60093

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

Design Status:

Approved Approved as noted

Revise & resubmit

DATE: _____

DATE: _____

DATE: _____

DATE: _____

Permit Status:

MUNICIPALITY: _____

Applied DATE: _____

Revise & resubmit DATE: _____

Approved DATE: _____

SIGNS3, Inc.
FULL SERVICE SIGN COMPANY

207 S. Gail Court
Prospect Hts., IL 60070
Ph/Fx: 847.222.0905

info@signs3.com signs3.com

- PROJECT COLORS:**
- BluePMS 233
 - Brushed Aluminum
 - Raceway: A1824-Camel/Bn

- PROJECT NOTES:**
- QUANTITY: (1) sets of channel letters
 - ILLUMINATION: LED
 - FACES: translucent blue vinyl applied to white lexan
 - CANS: .063" aluminum, painted blue
 - TRIM/CAP: blue jewel-like trimcap
 - MOUNTING: raceway 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

SITE PLAN
DRAWING



This is an aerial view. Actual drawings submitted in accordance with a contract use are submitted for use. This is not to be printed, reproduced, exhibited or shown in any manner without the written permission of Signs3, Inc. All work is performed in accordance with the terms and conditions of Signs3, Inc.

PYLON SIGN



704 E. Rollins Rd.
Round Lake, IL 60073

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

Design Status:
 Approved Approved as noted
 Revises & resubmit

DATE: _____
 SIGN: _____

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

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 297)
 gray
 white

PROJECT NOTES:

QUANTITY: (2) pylon inserts
 INSERT: white lean
 GRAPHICS: applied 1st surface vinyl
 DIMENSIONS: 22.75" x 56.5"

SITE PLAN
 DRAWING

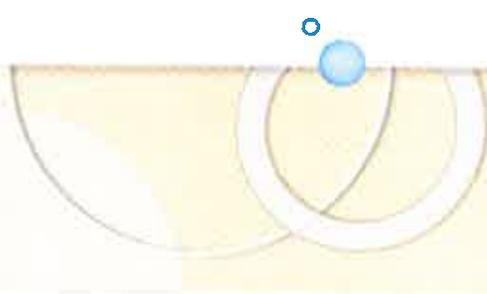


56.5"

22.75"



This rendering depicts the approximate size and color. Final product may vary.
 This is an official Jim-Helmer drawing submitted in connection with a permit use and shall not be used, reproduced, exhibited or shown in any way without the written permission of Sign Store, Inc.



Blackhawk Restaurant Group

A Brief Overview:

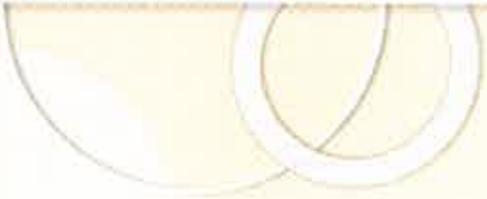
**Proven Quality
Successful Operators
Impeccable Record**

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; (g) 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; (j) the falling of any fixture, plaster or stucco; and (k) 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, invites, 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 Tenants 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 though 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 devise 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

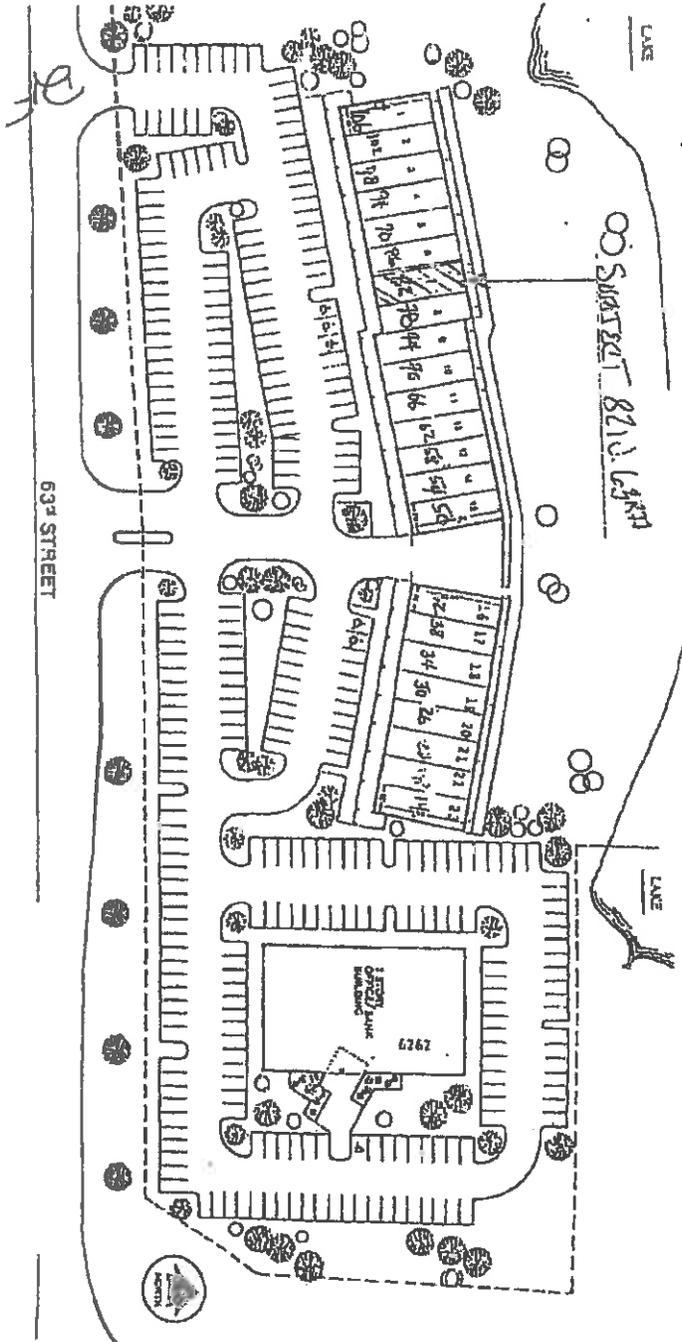


EXHIBIT #

EXHIBIT A-1
Tenant's Typical Floor Plan

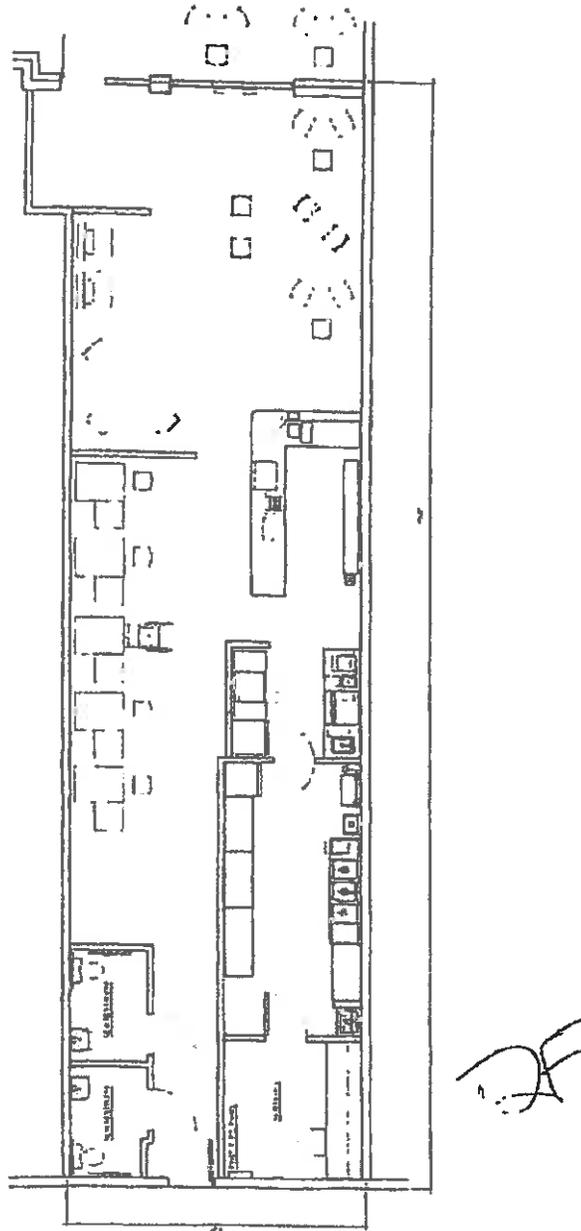


EXHIBIT B: SIGN CRITERIA

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 |

ORDINANCE NO. 16-O-_____

AN ORDINANCE AUTHORIZING A SPECIAL USE FOR A VIDEO GAMING USE -
82 WEST 63RD STREET- SPINNING WHEEL ASSOCIATES.

WHEREAS, on or about May 11, 2016, Spinning Wheel Associates, 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 a special use to operate a 1,300 square feet "video gaming" use for a video gaming establishment in space #7 of the western most existing multi-tenant buildings at Willowbrook Square shopping center, located at the property commonly described as 82 West 63rd Street, Willowbrook, Illinois in the B-2 Community Shopping Zoning District; and,

WHEREAS, Notice of Public Hearing on said application was published on or about July 15, 2016, in a newspaper having general circulation within the Village, to-wit, the Chicago Sun Times newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about August 3, 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 August 4, 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: This Ordinance is limited and restricted to approximately 1,300 square feet, of space #7 of the western most existing multi-tenant buildings at Willowbrook Square shopping center on the SUBJECT REALTY.

SECTION FOUR: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit, which is hereby granted in accord with the provisions of Title 9, Chapter 14, Section 9-14-5 of the Village Code of

Ordinances of the Village of Willowbrook, for a Video Gaming use in approximately 1,300 square feet, of space #7 of the western most existing multi-tenant buildings at Willowbrook Square shopping center on the SUBJECT REALTY, subject to the terms and conditions set forth in Section 5 below.

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

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

SECTION SIX: 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 SEVEN: 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 22nd day of August, 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT A
Legal Description

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

PIN: 09-14-300-022-0000

COMMON ADDRESS: 14-106 WEST 63RD STREET, WILLOWBROOK, ILLINOIS

EXHIBIT B
Recommendation and Findings of Fact

M E M O R A N D U M

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

MEMO FROM: 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 regular meeting 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

Standards for Special Use and Findings of Fact
(As shown in Attachment 1 of the Staff Report Prepared for
16-14)

- 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 aide 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: 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 confirm 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.

Finding: Not applicable.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – LAKE HINSDALE PARK IMPROVEMENT PROJECT – GLI SERVICES, INC. d/b/a GEORGE’S LANDSCAPING, INC.

AGENDA NO. 11

AGENDA DATE: 8/22/16

STAFF REVIEW: T. Halik, Vil. Admin. / J. Fenske, Interim Supt. **SIGNATURES:** T. Halik / John Fenske

LEGAL REVIEW: Thomas Bastian, Village Attorney **SIGNATURE:** THOMAS BASTIAN

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

REVIEWED & APPROVED BY PARK COMMISSION: YES on 8/2/16 NO N/A

ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)

After the 5-year Park Master Plan was completed and adopted by the Village Board on June 10, 2013, staff began seeking funding for the various improvements contained in the Capital Improvement Plan (CIP). Part of the funding strategy included pursuing grant opportunities. On June 5, 2014, the Village received a notice of award of a \$10,000 ComEd Green Region Grant to be applied to a planned renovation of Lake Hinsdale Park. Staff also worked with the Illinois DCEO to transfer a \$60,000 grant previously received to the Lake Hinsdale Park project. In the fall of 2014, we were in discussions with the Midtown Athletic Club to consider a joint venture to install several other amenities within this park, as envisioned in the Master Plan. Unfortunately, this did not occur, and planned renovations to this park were postponed until spring of 2015. On March 10, 2015, we received notice from the IDNR that the Willow Pond Park OSAD grant had been suspended. This was pertinent due to the fact that the newer playground from Willow Pond Park was to be relocated to Lake Hinsdale Park as part of the planned renovations. In June of 2015, the Village also received notice that all DCEO grants were suspended.

On May 5, 2016, residents of Lake Hinsdale Tower attended a Parks & Recreation Commission meeting and urged members to move forward with the planned renovation of Lake Hinsdale Park regardless of the status of the various state grants. Since that time, the Parks Commission has worked to finalize a revised conceptual renovation plan for Lake Hinsdale Park, which could be completed this fall. Staff contacted Tod Stanton from Design Perspectives (the consultant that completed the Park Master Plan) to develop plans and bid documents, and the project was put out to public bid on August 3, 2016. The bid opening occurred on Thursday, August 18th at 2:00 PM. The following is a summary of the bids received:

CONTRACTOR	Bid	ALT. A	TOTAL
GLI Services, Inc. / George’s Landscaping	\$65,600.00	\$13,463.00	\$79,063.00
The Kenneth Company	\$69,040.00	\$11,734.00	\$80,774.00
E. Hoffman, Inc.	\$79,517.00	\$12,960.00	\$92,477.00
Copenhaver Construction	\$78,580.00	\$16,930.00	\$95,510.00

The consultant’s opinion of probable costs was \$77,320 - base bid, and \$14,660 - Alternate A (Total Project: \$91,980). Staff would recommend that the bid submitted by George’s Landscaping, including the alternate, be accepted to complete the project. Staff has contacted the supplied references for George’s, and no negative comments were received. If approved, the project would start in early September and be completed by November 11, 2016.

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

The following funding is available to complete this project:

FUND	ACCOUNT	DESCRIPTION	AVAILABLE
GF – Park Improvements	01-20-595-695	Facilities	\$51,189.00
SR Services – Expenditure	01-20-590-521	ADA Park Improve.	\$17,874.00
ComEd Green Region Grant			\$10,000.00

ACTION PROPOSED: Adopt resolution.

RESOLUTION NO. 16-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – LAKE HINSDALE PARK IMPROVEMENT PROJECT – GLI SERVICES, INC. d/b/a GEORGE’S LANDSCAPING INC.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with GLI Services, Inc. d/b/a George’s Landscaping, Inc. to complete the 2016 Lake Hinsdale Park Improvement Project in an amount not to exceed \$79,063.00, as set forth in the contract attached hereto as Exhibit “A” which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of August, 2016

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"



**SPECIFICATIONS AND CONTRACT DOCUMENTS
for
2016 Lake Hinsdale Park Improvements**

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527
August 2, 2016

CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15
**** MUST BE EXECUTED AND NOTARIZED ****
BIDS TO BE EXECUTED IN DUPLICATE
ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC
ALL INSURANCE REQUIREMENTS MUST BE MET

CONTRACT PERIOD: Completion Date: November 11, 2016

PROJECT NUMBER: Parks 2016-1

BID DEPOSIT: 5% of Bid Amount (See Page 4)
(Certified Check, Bank Cashier's Check or Bid Bond)

PERFORMANCE BOND(S) REQUIRED: Yes

DRAWINGS: Yes

G-000	Cover Sheet
LS-100	Site Plan
LS-101	Layout Plan
LS-500	Construction Details
LG-100	Grading Plan
LP-100	Planting Plan

BID OPENING --

DATE/TIME/LOCATION: 2:00 PM CST August 18, 2016
WILLOWBROOK VILLAGE HALL
835 Midway Drive
Willowbrook, Illinois 60527

Issued by: Administration Department
Village of Willowbrook, Illinois
835 Midway Drive
Willowbrook, Illinois 60527
(630) 920-2261
Tim Halik
Village Administrator

BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item(s) listed. Bids will be accepted at the Willowbrook Village Hall, 835 Midway Drive, Willowbrook, until at the time(s) shown below, at which time they will be opened and publicly read aloud.

Bid Item: 2016 Lake Hinsdale Park Improvements

Bid Opening: 2:00 PM CST August 18, 2016

Specifications may be obtained at the Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Administration Department at (630) 920-2261.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional Bids will not be accepted.

The Village of Willowbrook reserves the right to reject any or all bids, to waive technicalities, and to accept any bid which is deemed to be in the best interest of the Village of Willowbrook.

The Village of Willowbrook, Illinois, does not discriminate on the basis of disability in the admission or access to, treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all Village of Willowbrook services, programs, and activities. The Village has a designated coordinator to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulation, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.5 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Tim Halik, Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois, 60527; (630) 920-2261, TDD (630) 920-2259.

Upon request, this information can be made available in large print, audiotape, and/or computer disk.

I. GENERAL CONDITIONS

A. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

GLI Services, Inc. dba George's Landscaping Inc.

1410 Mills Road

Joliet, IL 60433

B. VILLAGE shall mean the Village of Willowbrook, DuPage County Illinois, an Illinois Municipal Corporation.

B. PREPARATION AND SUBMISSION OF PROPOSAL

The Bidder must submit his/her proposal in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. **The following documents shall be executed at the time of submission of a bid:**

**Contractor's Certification Bid Proposal - Page #15
BID PROPOSAL PAGE**

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

BIDDER'S NAME, ADDRESS, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.

C. WITHDRAWAL OF PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

1. Cash bid proposals meet Village Specifications and are submitted separately.
2. The Village shall not consider an alternate bid which fails to meet specifications.

E. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Willowbrook, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

F. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

G. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

H. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities. The Village has the option of awarding a tree planting contract to separate vendors.

I. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within sixty (60) days, or within ninety (90) days where approval by other agencies is required, from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

J. CATALOGS

Each Bidder shall submit catalogs, descriptive literature and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like, in order to fully describe the material or work proposed to be furnished.

K. DELIVERY

All materials shipped to the Village of Willowbrook must be shipped F.O.B. freight prepaid, designated location Willowbrook, Illinois. The materials must then be delivered where directed, and unloaded by the successful Bidder, or his/her agent. All deliveries shall be deemed to be "inside delivery". Truck deliveries shall be accepted before 2:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays. The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed public weight-master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the Village reserves the right to re-weigh at the nearest available railroad scale.

L. GUARANTEES AND WARRANTEES

All guarantees and warrantees required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued.

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the Village of Willowbrook shall be assigned, in whole or in part, or any part of the same sub-contracted without the written consent of the Village Administrator. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

N. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of Willowbrook upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

O. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment supplied to the Village of Willowbrook must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Bidder may be required at his/her expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Bidder will strictly comply with all ordinances of the Village of Willowbrook, the laws of the State of Illinois and United States Government.

P. SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the successful Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for first aid.

Q. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

R. TOXIC SUBSTANCES

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

S. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

T. TERMINATION OF CONTRACT

1. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:

- A. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or
- B. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
- C. If it is determined that successful Bidder knowingly falsified information provided to the Village.
- D. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
- E. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
- F. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.
- G. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

U. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be

imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

V. INSURANCE SPECIFICATIONS

- 1. The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- 2. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<u>COMMERCIAL GENERAL LIABILITY</u>	
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000
2. Premises - Operations	
3. Explosion & Collapse Hazard	
4. Underground Hazard	PERSONAL INJURY PER OCCURRENCE \$1,000,000
5. Products/Completed Operations Hazard	
6. Contractual Liability Coverage Included	
7. Broad Form Property Damage - construction projects only.	GENERAL AGGREGATE \$2,000,000
8. Independent contractors	
9. Personal Injury	
<hr/>	
Business Automobile Liability Any Auto, Owned, Non-Owned Rented/Borrowed	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000
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Worker's Compensation and Occupational Diseases	STATUTORY LIMIT
<hr/>	
Employer's Liability Insurance per Occurrence	\$500,000
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Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement (Exhibit A); (2) if requested, Owners and Contractors Protective Liability policy with the Village named as

insured; (3) Insurance Services Office Business Auto Liability form number CA 0001, Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

3. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

4. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

W. INSURANCE POLICY(S) ENDORSEMENT
SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF WILLOWBROOK ("The Village")
Attention: Administration Department
835 Midway Drive
Willowbrook, Illinois 60527

1. POLICY INFORMATION.

- A. Insurance Company _____
- B. Policy Number _____
- C. Policy Term: (From) _____ (To) _____
- D. Endorsement Effective Date _____
- E. Named Insured _____
- F. Address of Named Insured _____
- G. Limit of Liability Any One Occurrence/
Aggregate \$ _____
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ _____

2. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as

liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

3. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

A. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

B. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

C. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

D. SUBCONTRACTORS. (ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. (COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

F. CANCELLATION NOTICE. (ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in anyway arising out of any work performed pursuant to the contract.

4. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, _____ (print/type name), warrant, and by my signature hereon do so certify, that the required coverage is in place.

Signature of: _____

Authorized Representative (Original signature required on endorsement furnished to the Village).

Title: _____

Organization: _____

Address: _____

Phone: _____ Fax: _____

X. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: _____

Name of Insured: _____

Policy Number: _____

Policy Period: _____

Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

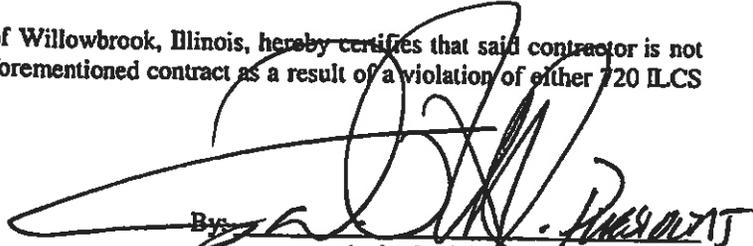
1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

(EXHIBIT A) IRMA - Section 4:06, Page 13

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

George W. Petecki Jr.
, as part of its bid on a GLI Services, Inc. dba George's Landcaping Inc.
(Name of Contractor)

contract for to The Village of Willowbrook, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.


By _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This day of 17 August
, 20 16.

MY COMMISSION EXPIRES:

Nov. 24, 2019

NOTARY PUBLIC



**PROPOSAL FORM
2016 LAKE HINSDALE PARK IMPROVEMENTS**

Sealed Bids shall be received on or before 2:00 PM CST August 18, 2016 at WILLOWBROOK VILLAGE HALL, 835 Midway Drive, Willowbrook, Illinois 60527 at which time they will be publicly opened and read.

The total quantities on the bid form are approximate only. Payment shall be made on the following lump sums and/or the actual quantities of work performed at the contract prices specified on this form. Bidders must quote on all items within the proposal form. The Owner reserves the right to add or deduct from the item quantities or delete total items as the Owner's interest may be best served.

For the performance of all items of work, furnishing all materials, equipment, labor, staking and layout, etc. necessary to complete the project as shown on the plans and indicated in the specifications, we submit the following lump sum and unit prices:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
A.	MOBILIZATION & PROJECT START UP				
1.	Project & site mobilization including construction staking and bond costs.				
	For Completing Mobilization & Project Start Up		Lump Sum		<u>\$3693.00</u>
B.	REMOVALS, GRADING & DRAINAGE				
1.	Remove wood chips from existing playground area.				
2.	Strip and stockpile all topsoil encountered during grading operations including 9 garden plots. Topsoil will be used to fulfill the requirements of this project.				
3.	Perform all grading and excavation to obtain subgrade for pavements and other grading requirements as shown or noted on plans and in accordance with the specifications. This to include fine grading of the 9 garden plots.				
4.	Re-spread clean stockpiled topsoil 4" thick minimum over all prepared subgrades and fine grade all disturbed areas.				
5.	Install playground drainage (French Drain & Pipe) as shown or noted on plans and in accordance with the specifications.				
	For Completing Removals & Grading Items 1-5		Lump Sum		<u>\$10,345.00</u>

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
C.	PAVING				
1.	Type 201 Concrete Paving	850	SF	<u>\$7.75</u>	<u>\$6587.50</u>
2.	Type 202 Limestone Path	270	SY	<u>19.85</u>	<u>5359.50</u>
3.	Furnish & Install Concrete Playground Curb	140	LF	<u>36.50</u>	<u>5110.00</u>
4.	Furnish & Install Playground Trench Edge (Spade Edging)	1	LS	<u>1684.00</u>	<u>1684.00</u>
D.	PLAYGROUND CONSTRUCTION				
1.	Furnish & Install Complete Playground (Parkreation)	1	LS	<u>\$19,585</u>	<u>189,585.00</u>
2.	Furnish & Install Filter Fabric For Entire Playground Area	1	LS	<u>900</u>	<u>900.00</u>
3.	Furnish & Install Existing Playground Area Engineered Wood Fiber Safety Surface	35	CY	<u>46.00</u>	<u>1610.00</u>
4.	Furnish & Install New Playground Area Engineered Wood Fiber Safety Surface	55	CY	<u>46.00</u>	<u>2530.00</u>
E.	SITE FURNISHINGS				
1.	Furnish & Install Bench (NuToys)	1	EA	<u>879.00</u>	<u>879.00</u>
2.	Furnish & Install Litter Can (Doty & Sons)	1	EA	<u>949.00</u>	<u>949.00</u>
F.	ADA GARDEN PLOT CONSTRUCTION				
1.	Furnish & Install 1 ADA Garden Plot				
	For Completing ADA Garden Plot		Lump Sum		<u>2768.00</u>
G.	LANDSCAPE				
1.	Furnish & Install SEED with Blanket	10,000	SF	<u>.36</u>	<u>\$3600.00</u>

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
H. ADD ALTERNATE A – SHADE STRUCTURE CONSTRUCTION					
1.	Type 201 Concrete Paving	240	SF	<u>10.50</u>	<u>\$2520.00</u>
2.	Concrete Footing for Shelter	1	EA	<u>895</u>	<u>895.00</u>
3.	Furnish & Install Shade Structure (Parkreation)	1	EA	<u>6738</u>	<u>6738.00</u>
4.	Furnish & Install Picnic Table (NuToys)	1	EA	<u>1784</u>	<u>1784.00</u>
5.	Furnish & Install ADA Picnic Table (NuToys)	1	EA	<u>1526</u>	<u>1526.00</u>
For Completing ADD ALTERNATE Items 1-5			Lump Sum		<u>\$13,463.00</u>

BID RECAPITULATION LAKE HINSDALE PARK:

LAKE HINSDALE PARK – BASE BID	<u>\$ 65,600.00</u>
LAKE HINSDALE PARK – ADD ALTERNATE A SHADE STRUCTURE CONSTRUCTION	<u>\$ 13,463.00</u>
LAKE HINSDALE PARK – TOTAL BID	<u>\$ 79,063.00</u>

BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.

- The bidder hereby agrees to provide all labor, materials, tools, staking and equipment required to complete project construction in conformance with the terms of the Contract Documents.
- The bidder has included the construction schedule for this project as required by these bid documents.
- The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Village of Willowbrook for not less than five (5%) percent of the total bid amount will be required for each bid.

Form of Bid Security Bond, in the amount of \$ 6560.00 is enclosed.

**BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID
AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR
SPECIFIC ITEMS WITHIN THE BID.**

SIGNATURE:



TITLE: President

1. Firm Name: GLI Services, Inc.
2. Address (Street): 1410 Mills Road
(City, state, zip): Joliet, Illinois 60433
3. Phone: 815/774-0350
4. Date: August 17, 2016

CONTRACT – Page One of Two

1. This agreement, made and entered into this day of _____ 2013, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and _____
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, _____ agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By:

By: _____
Village Clerk

Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

By:

By: _____
Secretary

President

SUBSCRIBED AND SWORN BEFORE ME

This day of , 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CONTRACT -Page Two of Two

IF A PARTNERSHIP

(Seal)

(Seal)

(Seal)

(Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This day of , 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This day of , 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

- A. INTENT**
It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.
- B. LOCATION OF UTILITIES**
The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Bidder is responsible for coordinating with JULIE. All locates must be marked prior to any digging. The Village bears no responsibility for damage done to existing utilities during construction.
- C. TRAFFIC CONTROL AND PROTECTION**
Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.
- D. EXAMINATION OF SITE**
The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.
- E. ADDITIONAL WORK**
The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.
- F. PREVAILING WAGES**
As the work required under the specifications of this contract is covered under the most recent Village Ordinance 16-0-20 Prevailing Wage Act.
- G. PROTECTION OF EXISTING FACILITIES**
Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.
- H. BIDDER'S RESPONSIBILITY**
The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall

furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

I. SITE CONDITION AND CLEAN-UP

The successful Bidder shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his/her own expense.

The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the Village.

J. TRESPASS ON LAND

The successful Bidder shall confine his/her operations and storage of materials and equipment to the job site, public right-of-way or easements. The successful Bidder shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the successful Bidder is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the Village.

K. COPIES OF DRAWINGS AND SPECIFICATIONS

The Village shall furnish to the Bidder, without charge, three (3) sets of plans and specifications for that portion of the work to be performed by the Bidder. If the Bidder desires additional copies of the specifications, they may be secured from the Village at Bidder's expense.

L. PROTECTION OF PUBLIC

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

M. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

- N. PAYMENT**
Final payment will be made when the work is accepted by the Village. The Bidder shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.
- O. ACCEPTANCE**
The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.
- P. INTERPRETATION OF CONTRACT DOCUMENTS**
Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will send a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.
- Q. WATER**
The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, seeded areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner. **This includes watering the landscape and seeded area until final acceptance.**
- R. FINAL CLEANING**
Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the curbs, sidewalks and parking lot and haul away from the job-site all debris created by his work on the building and surrounding area.

PROJECT SCHEDULE

<u>Board Approval:</u>	August 22, 2016
<u>Contract Awarded:</u>	August 22, 2016
<u>Commencement of Work:</u>	August 29, 2016
<u>Completion:</u>	November 11, 2016

PREVAILING WAGES

The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Willowbrook or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work. (See the attached Ordinance).

A weekly certified payroll will be required from the successful bidder for all employees performing work at the job site until completion of project.

REFERENCES

The Contractor must list at least four (4) references, including at least one (1) governmental unit, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied landscaping services similar to those provided in these specifications, for a period no less than six (6) months.

Company Name: (Please see attached Project Reference List)
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Company Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Company Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Company Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

SECTION 310000 – SITE EARTHWORK

PART I - GENERAL

I.1 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Owner. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Owner. Unauthorized excavation, as well as remedial work directed by Owner, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.2 SUBMITTALS

- A. Product Data: For the following:
 - 1. Each type of plastic warning tape.
- B. Samples: For the following:
 - 1. 1-lb samples, sealed in airtight containers, of each proposed soil material from on-site or borrow sources.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.
 - 3. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

1.3 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 1 inches in any dimension, debris, waste, glass, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.6 APPROVAL OF SUBGRADE

- A. Notify Owner when excavations have reached required subgrade.
- B. If Project Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed to satisfy project requirements at no additional cost to owner, except as follows:
 - 1. Such additional excavation, provided it is not due to fault or neglect of the Contractor, will be measured and paid for as a change order. The contractor must provide the Owner with documented proof that due diligence was performed during the bidding process, including but not limited to soil borings, testing service for soil quality for project requirements, etc. to qualify as no fault or neglect.
 - 2. Excavate unsatisfactory soils encountered that extend below the required elevations to additional depth established by the Owner's testing service.

3. Unsatisfactory soils shall be measured by the Project Manager, before removal of material by the Contractor.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Owner.
 1. Fill unauthorized excavations under other construction or utility pipe as directed by Owner.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for record documents.
 3. Inspecting and testing underground utilities.
 4. Removing concrete formwork.
 5. Removing trash and debris.
 6. Removing temporary shoring and bracing, and sheeting.
 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.10 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use engineered fill.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.11 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Reference the Soils Report prepared by TSC for this project and use the report as a guide for compaction.
- D. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 3 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
 2. Under walkways, scarify and recompact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.
 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 SUBSURFACE DRAINAGE

- A. Drainage Piping: 4" Perforated PVC drainage pipe
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade.
1. Compact each course of filter material to 95 percent of maximum dry density according to ASTM D 698.
 2. Place and compact impervious fill material over drainage backfill to final subgrade.

3.15 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place subbase course on prepared sub-grade and as follows:
1. Place base course material over subbase.
 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 3. Shape subbase and base to required crown elevations and cross-slope grades.
 4. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.
 5. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.
- B. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.16 DRAINAGE COURSE

- A. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:
1. Compact drainage course to required cross sections and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
 2. When compacted thickness of drainage course is 6 inches or less, place materials in a single layer.
 3. When compacted thickness of drainage course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.17 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing, if Project Manager deems necessary.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
 - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Owner; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property at no additional cost to Owner unless approved by Owner to do otherwise.

END OF SECTION 310000

SECTION 321313 - CONCRETE PAVING

PART 4 - GENERAL

4.1 DEFINITIONS

- A. **Cementitious Materials:** Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

4.2 SUBMITTALS

- A. **Product Data:** For each type of manufactured material and product indicated.
- B. **Design Mixes:** For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- C. **Samples:** 1-lb sample of exposed aggregate.
- D. **Material Test Reports:** From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
 - 1. Cementitious materials and aggregates.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Admixtures.
 - 4. Curing compounds.
 - 5. Applied finish materials.
 - 6. Bonding agent or adhesive.
 - 7. Joint fillers.
- E. **Material Certificates:** Signed by manufacturers certifying that each of the following materials complies with requirements:
 - 1. Cementitious materials and aggregates.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Admixtures.
 - 4. Curing compounds.
 - 5. Applied finish materials.
 - 6. Bonding agent or adhesive.
 - 7. Joint fillers.

4.3 QUALITY ASSURANCE

- A. **Installer Qualifications:** An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. **Manufacturer Qualifications:** Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
 - 1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
- C. **Testing Agency Qualifications:** An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

- D. **Source Limitations:** Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- E. **ACI Publications:** Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.
- F. **Concrete Testing Service:** Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

PART 5 - PRODUCTS

5.1 FORMS

- A. **Form Materials:** Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves of a radius 100 feet or less.
- B. **Form-Release Agent:** Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

5.2 STEEL REINFORCEMENT

- A. **Deformed-Steel Welded Wire Fabric:** ASTM A 497, flat sheet.
- B. **Reinforcement Bars:** ASTM A 615/A 615M, Grade 60, deformed.
- C. **Steel Bar Mats:** ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- D. **Plain Steel Wire:** ASTM A 82, as drawn. Plastic-surfaced or reinforced-paper-covered dowels are available from proprietary sources.
- E. **Joint Dowel Bars:** Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- F. **Tie Bars:** ASTM A 615/A 615M, Grade 60, deformed.
- G. **Bar Supports:** Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

5.3 CONCRETE MATERIALS

- A. **General:** Use the same brand and type of cementitious material from the same manufacturer throughout the Project.
- B. **Portland Cement:** ASTM C 150, Type I, Six bag mix Portland Cement:

1. Fly Ash: ASTM C 618, Class F or C.
 2. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- C. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:
1. Maximum Aggregate Size: 1 inch nominal.
 2. Do not use fine or coarse aggregates containing substances that cause spalling.
- D. Water: ASTM C 94.

5.4 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.
- B. Air-Entraining Admixture: ASTM C 260.

5.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jutè or kenaf, weighing approximately 9 oz./sq. yd dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Products: Subject to compliance with requirements, provide one of the following:
1. Evaporation Retarder:
 - a. Cimfilm; Axim Concrete Technologies.
 - b. Finishing Aid Concentrate; Burke Group, LLC (The).
 - c. Spray-Film; ChemMasters.
 - d. Aquafilm; Conspec Marketing & Manufacturing Co., Inc.
 - e. Sure Film; Dayton Superior Corporation.
 - f. Eucobar; Euclid Chemical Co.
 - g. Vapor Aid; Kaufman Products, Inc.
 - h. Lambco Skin; Lambert Corporation.
 - i. E-Con; L&M Construction Chemicals, Inc.
 - j. Confilm; Master Builders, Inc.
 - k. Waterhold; Metacrete Industries.
 - l. Rich Film; Richmond Screw Anchor Co.
 - m. SikaFilm; Sika Corporation.
 - n. Finishing Aid; Symons Corporation.
 - o. Certi-Vex EnvioAssist, Vexcon Chemicals, Inc.

5.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
 - 1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.

5.7 CONCRETE MIXES

- A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.
 - 1. Do not use Owner's field quality-control testing agency as the independent testing agency.
- C. Proportion mixes to provide concrete with the following properties:
 - 1. Compressive Strength (28 Days): 3500 psi.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
 - 3. Slump Limit: 4 inches.
- D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 25 percent.
 - 2. Ground Granulated Blast-Furnace Slag: 25 percent.
- E. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:
 - 1. Air Content: 6.0 percent for 1-inch maximum aggregate.

5.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94.

PART 6 - EXECUTION

6.1 PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

6.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

6.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
 - 1. Apply epoxy repair coating to uncoated or damaged surfaces of epoxy-coated reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

6.4 JOINTS

- A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at expansion joints.
1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
 2. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 3. Provide tie bars at sides of pavement strips where indicated.
 4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 5. Use epoxy bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Expansion Joints: Form expansion joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 40 feet, unless otherwise indicated.
 2. Extend joint fillers full width and depth of joint.
 3. Place top of joint filler flush with finished concrete surface.
 4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 5. Protect top edge of joint filler during concrete placement.
- D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. **Tooled Joints:** Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a 1/8 inch radius. This is the preferred scoring method for site work.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes.
1. Radius: 1/8 inch.

6.5 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

- C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery, at Project site, or during placement.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
 - 1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Project Manager.
- I. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
- J. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- K. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

6.6 CONCRETE FINISHING

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.
 1. California Finish – See Detail.

6.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- C. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

6.8 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot long, unlevelled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 2 inch minimum.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

6.9 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.
- B. Testing Services: Testing shall be performed according to the following requirements:
 1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
 2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
 5. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
 6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.
 7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
 9. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.

- C. Test results shall be reported in writing to Project Manager, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner but will not be used as the sole basis for approval or rejection.
- E. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Owner. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

6.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Drill test cores where directed by Owner when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 321816 - PLAYGROUND EQUIPMENT AND STRUCTURES

PART 7 - GENERAL

7.1 DEFINITIONS

- A. **Composite Play Structures:** According to ASTM F 1487, this means "two or more play structures, attached or functionally linked," creating one integral unit with more than one play activity.
- B. **Critical Height:** Standard measure of shock attenuation. According to CPSC No. 325, this means "the fall height below which a life-threatening head injury would not be expected to occur."
- C. **Fall Height:** According to ASTM F 1487, this means "the vertical distance between a designated play surface and the protective surfacing beneath it." The fall height of playground equipment should not exceed the Critical Height of the protective surfacing beneath it.
- D. **HDPE:** High-density polyethylene.
- E. **IPEMA:** International Play Equipment Manufacturers Association.
- F. **LLDPE:** Linear low-density polyethylene.
- G. **MDPE:** Medium-density polyethylene.
- H. **Play Structure:** According to ASTM F 1487, this is "a free-standing structure with one or more components and their supporting members."
- I. **Protective Surfacing:** According to ASTM F 1487, this means impact-attenuating "materials to be used within the use zone of any playground equipment" for playground surface systems.
- J. **PVC:** Polyvinyl chloride.
- K. **Transfer Point:** According to ASTM F 1487, this is "a platform or deck along an accessible route of travel or an accessible platform provided to allow a child in a wheelchair to transfer from the chair onto the equipment."
- L. **Use Zone:** According to ASTM F 1487, this is "the area beneath and immediately adjacent to a play structure that is designated for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment."

7.2 QUALITY ASSURANCE

- A. **Installer Qualifications:** An experienced installer who has specialized in installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer of playground equipment. Installer must be CPSI certified.

- B. **Manufacturer Qualifications:** A firm whose playground equipment components have been certified by IPEMA's "3rd Party Certification" service.
 - 1. Provide the following playground equipment and play structure components bearing the IPEMA Certification Seal:
 - a. Lake Hinsdale Park – Little Tikes Commercial – Represented by Parkreation, Paul Gozder – 815-735-1497
- C. **Standards and Guidelines:** Provide playground equipment complying with or exceeding current requirements in the following:
 - 1. ASTM F 1487.
 - 2. CPSC No. 325, "Handbook for Public Playground Safety."
 - 3. Label play structures with warning label and manufacturer's identification per ASTM F 1487.

7.3 PROJECT CONDITIONS

- A. **Existing Utilities:** Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

7.4 COORDINATION

- A. Coordinate construction of equipment use zones and fall heights during installation of playground equipment with installation of protective surfacing specified in Division 2 Section "Playground Surface Systems." Sequence work so protective surfacing can be installed immediately after concrete footings have set.

PART 8 - EXECUTION

8.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for site clearing, earthwork, site surface and sub-grade drainage, and other conditions affecting performance.
 - 1. Do not begin installation before final grading required for placing protective surfacing is completed, unless otherwise permitted by Owner.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

8.2 PREPARATION

- A. Verify locations of playground perimeter and pathways. Verify that playground layout and equipment locations comply with all safety requirements for each type and component of equipment.

8.3 INSTALLATION, GENERAL

- A. **General:** Comply with manufacturer's written installation instructions, ASTM 1487-98 & CPSC No. 325, unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated on Shop Drawings.
 - 1. **Maximum Equipment Height:** Coordinate installed heights of equipment and components with installation of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
- B. **Post and Footing Excavation:** Hand-excavate holes for posts and footings to dimensions, profile, spacings, and in locations indicated on Drawings, in firm, undisturbed or compacted subgrade soil. Level bearing surfaces with drainage fill to required elevation.
- C. **Post Setting:** Set main-frame equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb or at the correct angle and are aligned and at the correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
 - 1. **Concrete Footings:** Smooth top, and shape to shed water.

8.4 FIELD QUALITY CONTROL

- A. Arrange for playground equipment manufacturer's technical personnel to inspect playground and playground equipment and component at final completion and to certify installation compliance with all manufacturers recommendations and requirements.

8.5 ADJUSTING

- A. Adjust movable playground equipment components to operate smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.

8.6 CLEANING

- A. After completing playground equipment installation, inspect components. Remove spots, dirt, and debris and power wash clean. Repair damaged finishes to match original finish or replace component.

END OF SECTION 321816

SECTION 321816.13 - PLAYGROUND SURFACE SYSTEMS

PART 9 - GENERAL

9.1 DEFINITIONS

- A. **Critical Height:** Standard measure of shock attenuation. According to CPSC No. 325, this means "the fall height below which a life-threatening head injury would not be expected to occur."
- B. **Fall Height:** According to ASTM F 1487, this means "the vertical distance between a designated play surface and the protective surfacing beneath it." The fall height of playground equipment should not exceed the Critical Height of the protective surfacing beneath it.
- C. **Use Zone:** According to ASTM F 1487, this means "the area beneath and immediately adjacent to a play structure that is designated for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment."

9.2 SUBMITTALS

- A. **Product Data:** For each type of product indicated. Include material descriptions and construction details for each component of playground surface system.
- B. **Product Certificates:** Signed by manufacturers of playground surface systems certifying that protective surfacings furnished comply with requirements.
- C. **Product Test Reports:** From a qualified testing agency indicating playground surface system complies with requirements, based on comprehensive testing of current products.
- D. **Maintenance Data:** For playground surface system to include in maintenance manuals specified in Division 1.

9.3 QUALITY ASSURANCE

- A. **Installer Qualifications:** An experienced installer who has specialized in installing work similar in material, design, and extent to that indicated for this Project and whose work has resulted in installations with a record of successful in-service performance.
- B. **Testing Agency Qualifications:** An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- C. **Standards and Guidelines:** Provide playground surface systems complying with applicable provisions unless more stringent provisions have been updated from the following:
 - 1. CPSC No. 325, "Handbook for Public Playground Safety"; ASTM F 1292; and ASTM F 1487.

9.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver manufactured materials in original packages with seals unbroken and bearing manufacturer's labels indicating brand name and directions for storing.
- B. Store manufactured materials in a clean, dry location, protected from the weather and deterioration, and complying with manufacturer's written instructions for minimum and maximum temperature requirements for storage.

9.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply playground surfacing system materials or components over wet, frozen, or excessively damp substrates if prohibited by manufacturer's written instructions or warranty requirements.
- B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit playground system to be performed according to manufacturer's written instructions or warranty requirements.
- C. Field Measurements: Where playground surface system is indicated to fit to other construction, verify dimensions of other construction by field measurements.

9.6 COORDINATION

- A. Coordinate installation of playground surface systems with installation of playground equipment, including accurate use zones and fall heights, specified in Division 2 Section "Playground Equipment and Structures."

PART 10 - PRODUCTS

10.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work.

10.2 PLAYGROUND SURFACE SYSTEMS, GENERAL

- A. Accessibility: Provide playground surface system[s] determined to be accessible when tested according to ASTM PS 83 for system[s] designated.

10.3 GEOSYNTHETICS

- A. Drainage/Separation Fabric: Nonwoven needle-punched geotextile, specifically manufactured as a drainage geotextile; made from polyolefins or polyesters; complying with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. The following min. criteria: Weight: 4 oz./sq. yd. according to ASTM D 5261. & Water Flow Rate: 100 gpm per sq. ft. according to ASTM D 4491.

PART 11 - EXECUTION

11.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with requirements for subgrade and substrate conditions, for compliance with playground surface system manufacturer's requirements, and for other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

11.2 PREPARATION

- A. Examine locations of playground perimeter, playground equipment, use zones, and pathways. Clearly indicate locations of utilities, lawn sprinkler system, subgrade drainage systems, and underground structures.
- B. General: Prepare substrates to receive surfacing products according to playground surface system manufacturer's written instructions. Verify that substrates are sound without high spots, ridges, holes, and depressions.

11.3 INSTALLATION, GENERAL

- A. General: Comply with playground surface system manufacturer's written installation instructions. Install playground surface system over area and in thickness indicated and as required to comply with specified requirements for impact-attenuation performance and, where indicated, for accessibility.

11.4 INSTALLATION OF LOOSE FILL PLAYGROUND SURFACE SYSTEMS

- A. Loose Fill Edgings: Place in layout indicated on Drawings and permanently secure in place and attach to each other, according to edging manufacturer's written instructions, with top of edging at elevation indicated.
- B. Loose Fill: Place playground surfacing materials in excavations promptly, including manufacturer's standard amount of excess material for compacting naturally with time to required elevations, but not before the following have occurred:
 1. Completion of subgrade construction including drainage course, drainage/separation geosynthetic layer and weed barrier.
 2. Installation of playground equipment support posts and foundations.
 3. Installation of containment edgings.
 4. Removal of obstructions, trash, debris, and waste fill materials.
- C. Compacting and Grading: Uniformly compact and grade areas according to manufacturer's written instructions to an even surface free from irregular surface changes and to cross sections, lines, and elevations indicated. Unless otherwise indicated, provide a smooth transition between adjacent existing grades and new grades.

- D. **Finish Grading:** Hand rake to a smooth finished surface and to required elevations with zero tolerance.

11.5 **CLEANING AND PROTECTION**

- A. **Non-Loose Fill Systems:** Prevent traffic over system for not less than 48 hours after installation. Protect playground surface system from damage and wear during the remainder of construction period. Clean playground surface system after time period recommended in writing by playground surface system manufacturer but not more than four days before dates scheduled for inspections intended to establish date of Substantial Completion. Use cleaning materials and procedures recommended in writing by playground surface system manufacturer.

END OF SECTION 321816.13

SECTION 323200 - TURF AND GRASSES

PART 12 - GENERAL

12.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

12.2 SUMMARY

- A. This Section includes the following:
 - 1. Seeding.
- B. Related Sections include the following:
 - 1. Division 2 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 2 Section "Earthwork" for excavation, filling and backfilling, and rough grading.

12.3 DEFINITIONS

- A. **Finish Grade:** Elevation of finished surface of planting soil.
- B. **Manufactured Soil:** Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. **Planting Soil:** Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. **Subgrade:** Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

12.4 SUBMITTALS

- A. **Product Data:** For each type of product indicated.
- B. **Certification of Grass Seed:** From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass and prairie, identifying source, including name and telephone number of supplier.
- C. **Product Certificates:** For fertilizers, by product manufacturer.
- D. **Qualification Data:** For landscape Installer.

- E. **Material Test Reports:** For existing surface soil and imported topsoil.
- F. **Planting Schedule:** Indicating anticipated planting dates for each type of planting.

12.5 QUALITY ASSURANCE

- A. **Installer Qualifications:** A qualified landscape installer whose work has resulted in successful lawn and prairie establishment.
 - 1. **Installer's Field Supervision:** Require Installer to maintain an experienced full-time supervisor that can clearly communicate and provide understanding to all interested parties on Project site when planting is in progress.
- B. **Pre-installation Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

12.6 DELIVERY, STORAGE, AND HANDLING

- A. **Seed:** Deliver seed in original sealed, labeled, and undamaged containers.

12.7 SCHEDULING

- A. **Planting Restrictions:** Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. **Planting for Seed:** 4/1 – 6/1 & 8/16 – 10/15
- B. **Weather Limitations:** Proceed with planting only when existing and forecasted weather conditions permit.

12.8 LAWN MAINTENANCE

- A. **Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:**
 - 1. **Seeded Lawns:** 60 days from date of Substantial Completion.
 - a. **When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.**
- B. **Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and mulch to produce a uniformly smooth lawn.**
 - 1. **In areas where mulch has been disturbed by wind or maintenance operations, add new mulch. Anchor as required to prevent displacement.**

- C. Watering: Provide all water and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches (100 mm).
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water lawn at a minimum rate of 1/2 inch (25 mm) per week.

- D. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow lawn grass 2 inches (38 to 50 mm) high.

- E. Lawn Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Uniformly distribute fertilizer by mechanical means at the rate of 20 pounds per 1000 sq. ft.
 - 2. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.

PART 13 - PRODUCTS

TURFGRASS SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

- B. Seed Species: Seed can be obtained at National Seed (630) 963-8787.
 - 1. SEED1: Seed of grass species shall be 70% Kentucky Bluegrass (NuChicago), 20% Tall Fescue & 10% Perennial Rye or Equal. The mix is to be applied at a rate of 600 lbs/acre.

- C. Ground Stabilization Geotextile: Woven geotextile fabric, manufactured for ground stabilization applications.
 - 1. Products: North American Green DS75, or Equal. Color: Natural

GENERAL TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch (25 mm) or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep.

13.4 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: Class O, with a minimum 95 percent passing through No. 8 (2.36-mm) sieve and a minimum 55 percent passing through No. 60 (0.25-mm) sieve.
- B. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- C. Perlite: Horticultural perlite, soil amendment grade.
- D. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- E. Sand: Clean, washed, natural or manufactured, free of toxic materials.

ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Manure: Well-rotted, unbleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application for site conditions and approved by landscape architect.

13.5 FERTILIZER

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

13.6 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
 - 1. Contractor to amend imported topsoil to produce satisfactory planting soil.

PART 14 - EXECUTION

14.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

14.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

14.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 8 inches (200 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

- 1. Apply slow release fertilizer directly to subgrade before loosening.

2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.
 3. Spread planting soil mix to a depth of 6 inches (150 mm) but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil mix.
 - b. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least of 4 inches (100 mm). Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 2 inches (50 mm) of soil. Till soil to a homogeneous mixture of fine texture.
 - a. Apply slow release fertilizer directly to surface soil before loosening.
 3. Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. Apply herbicide treatment to entire project construction sodding area.
- F. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- G. Restore areas if eroded or otherwise disturbed after finish grading and before planting.
- H. WATER TURF AS NEEDED during establishment period of a minimum of 2 weeks.

14.4 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).

- B. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

14.5 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.

END OF SECTION 329200

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION

The undersigned, being the Village Clerk of the Village of Willowbrook of the State of Illinois, County of DuPage, hereby certifies that the attached is a true and correct copy of Ordinance No. 16- O- 20, being entitled:

AN ORDINANCE PROVIDING FOR THE DECLARATION OF THE GENERAL PREVAILING RATE OF HOURLY WAGES FOR THE YEAR 2016 TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS WITHIN THE VILLAGE OF WILLOWBROOK DUPAGE COUNTY, ILLINOIS

which Ordinance was duly adopted and approved by the Village Mayor and Board of Trustees of the Village of Willowbrook on May 23, 2016.

Henry R. Hansen by Lyndee A. Stahl
Village Clerk Deputy Clerk
5-23-16
Date

(SEAL)



ORDINANCE NO. 16-0-20

**AN ORDINANCE PROVIDING FOR THE DECLARATION
OF THE GENERAL PREVAILING RATE
OF HOURLY WAGES FOR THE YEAR 2016
TO BE PAID TO LABORERS, MECHANICS AND
OTHER WORKERS PERFORMING CONSTRUCTION OF
PUBLIC WORKS WITHIN THE VILLAGE OF WILLOWBROOK
DUPAGE COUNTY, ILLINOIS**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act [820 ILCS 130/0.01 et. seq.] (the "Act"); and

WHEREAS, the Act requires that the Village of Willowbrook (the "Village"), investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of the Village employed in performing construction of public works for the Village.

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

Section 1. To the extent and as required by the Prevailing Wage Act, as amended, the general prevailing rate of wages in the locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of July 2015, a copy of that determination being attached hereto and made a part hereof as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages by the Department

of Labor of the State of Illinois shall supersede the Department's previous determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act. Any new determination made by the Department of Labor shall be substituted for the previous determinations.

Section 2: For purposes of this Ordinance, landscape maintenance work shall be defined as the general maintenance of lawns and landscape, such as lawn mowing and grass cutting, tree and shrub pruning, the planting of annuals, grass seeding and fertilizing and herbicide application, and laying sod. Landscape maintenance work is not covered by the prevailing wage schedule promulgated by the Illinois Department of Labor, attached as Exhibit A, unless it is part of a construction project, as further defined in Section 3 below.

Section 3: For purposes of this Ordinance, landscape construction work is any and all work performed in connection with contracts for: (1) the original installation of any landscaping materials on any new construction projects; (2) landscaping done in connection with any road, boulevard, street, highway, bridge, park, sewer or underground utility construction project; (3) lawn and landscape restoration where there has been construction involving trenches and manholes, pipes, cables and conduits; (4) the preparation and landscaping of approaches associated with

construction involving shafts, tunnels, subways and sewers; (5) the landscaping of the old and new site where underpinning, lagging, bracing, propping and shoring has occurred; (6) landscaping associated with construction involving general excavation and grading and the general landscaping of sites of wrecked structures, and (7) the planting of trees and/or shrubs or the replacement of pre-existing trees and/or shrubs. Landscape construction work is covered by the prevailing wage schedule promulgated by the Illinois Department of Labor, attached as Exhibit A. Landscaping of all types performed by Village employees is excluded from coverage.

Section 4. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent defined and required by the Act.

Section 5. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination of such prevailing rate of wage.

Section 6. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file, their names and addresses requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 7. The Village Clerk shall promptly file and not later than July 15, 2016, or cause to be filed, a certified copy of

this Ordinance with the Department of Labor of the State of Illinois.

Section 8. Within thirty (30) days after filing a certified copy of this Ordinance with the Illinois Department of Labor, the Village Clerk shall cause to be published in a newspaper of general circulation within the area a notice that the determination is effective and that this is the determination of the Village as provided in this notice.

Section 9. This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 23rd day of May, 2016, by a roll call vote as follows:



APPROVED:

Frank A. Villa
Mayor

ATTEST:

Laura R. Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Beeghly, Davi, Kelly, Mistak, Neal, Ogden

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

EXHIBIT A
DUPAGE COUNTY PREVAILING WAGE FOR JULY 2015
(MOST CURRENT RATES AS PUBLISHED BY THE ILLINOIS DEPARTMENT OF
LABOR)

Du Page County Prevailing Wage for July 2015

(See explanation of column headings at bottom of page)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>6	OSA	OSH	H/W	Pensn	Vac	Trng		
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720		
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400		
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030		
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480		
CERAMIC TILE FNISHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770		
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610		
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380		
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390		
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290		
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300		
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450		
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470		
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300		
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310		
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680		
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600		
FENCE ERECTOR	NE	ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300		
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940		
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720		
IRON WORKER	E	ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350		
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000		
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620		
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780		
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
ORNAMNTL IRON WORKER E		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650		
ORNAMNTL IRON WORKER W		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350		
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000		
FILEDRIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780		
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	10.05	14.43	0.000	1.020		
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880		
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530		
SHEETMETAL WORKER		BLD		44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820		
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550		
STEEL ERECTOR	E	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350		
STEEL ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030		
SURVEY WORKER		->NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720		
TERRAZZO MASON		BLD		41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940		

TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPINTER	BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

Legend: 22 (Region)
 TYP (Trade Type - All, Highway, Building, Paving, Oil & Chip, etc.)
 C (Class)
 Base (Base Wage Rate)
 FWHM (Foreman Rate)
 H-H (Hr required for any hour greater than 6 worked each day, Mon through Fri.)
 OLA (Overtime (OT) is required for every hour worked on Saturday)
 OS (Overtime is required for every hour worked on Sunday and Holiday)
 H/W (Health & Welfare Insurance)
 Penon (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wires, interconnect, terminal equipment, central offices, FAX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network), pulling of wires in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up or molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers, treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft. Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Turnapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Pointers; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarifier; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachments; Ballast Regulator; Belt Loader; Caisson Rig; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dragages; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drums Heavy Duty; Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractor with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (ABSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Sealing Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Blows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Lev. Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Furm-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operatnr; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Wall Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Grossers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnspulls or Turnstrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnstrailers or turnspulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



1410 Mills Road • Joliet, Illinois 60433 • T (815) 774-0350 • F (815) 774-0352 • www.georgeslandscaping.com

2016 References – Started and Completed Projects 2015

Toll Brothers/ 3100 West Higgins Rd Suite 100/ Hoffman Estates IL 60169
Jim Hepler 847-590-5100 x 5036
Bowes Creek Country Club Pocket Park #2/ 3555 Bowes Rd/ Elgin IL 60123
Bid: \$132,723
Final: \$152,154

Park District of Oak Park/ 218 Madison St/ Oak Park IL 60302
Chris Lindgren 708-638-2461
Julian & Brooks Middle School Fields
Bid: \$1,008,611
Final: \$1,022,237

Frontier Construction Inc/ 7615 Plaza Court/ Willowbrook IL 60527
Chris Baran 708-460-9669
Palos CCSD 118 – Palos West Playground Install/ 12700 S 104th Ave Palos Park IL 60464
Bid: \$21,951.00
Final: \$21,951

Powers & Sons Construction Co/ 5040 S State St/ Chicago IL 60609
Robert Kennedy (773) 536-3100
Dunne Technology Academy/ 10845 S Union Avenue/ Chicago IL 60628
Bid: \$41,275
Final: \$41,275

Village of Romeoville, 1050 West Romeo Road, Romeoville IL 60446
Joel Drabicki Robinson Engineering (815) 806-0300
Budler Road Recreational Trail/ East Parkway of Budler Road at the Public Works driveway entrance
Bid: \$79,282
Final: \$87,382

International Contractors Inc/ 977 South Route 83, Elmhurst IL 60126
Terry Fielden (630) 941-6853
NLSD 122 Capital Improvements – Cherry Hill Playground Installation/ 205 Kingston Dr/ New Lenox IL 60451
Bid: \$161,553
Final: \$161,884

Hoffman Estates Park District/ 1685 W Higgins Rd/ Hoffman Estates IL 60169
Gary Buczkowski (847) 561-2172
Installation of Playground Equipment at Valley, Evergreen, & Maple Parks
Bid \$164,375.25
Final: \$182,661

Byron Park District/ 420 N Colifax/ Byron IL 61010
Tod Stanton/ Design Perspectives (630) 428-3134
Tiger Town Improvements/ 420 N Colifax/ Byron IL 61010
Bid: \$405,113 Final: \$406,813



College of DuPage/ 425 Fawell Blvd./ Glen Ellyn, IL 60137
David Lesniak, Senior Project Manager/ (630) 942-2972
Homeland Security Training Center/ College of DuPage/ 425 Fawell Blvd./ Glen Ellyn, IL 60137
Bid: \$547,251.50
Final: \$611,719

Weis Builder, Inc. / 8420 West Bryn Mawr Avenue / Suite 1010 / Chicago, IL 60631
Gina Curran / (773) 304-4460
Bright Horizons Northbrook/ 1101 Techny Road/ Northbrook, Illinois 60062
Bid: \$121,795
Final: \$136,456

2014 References – Started and Completed Projects 2014

Geneva Park District/ 710 Western Avenue/ Geneva, Illinois 60134
Nicole Vickers (630) 232-4542
Sunset Pool Aquatic Features Phase II/ 710 Western Avenue/ Geneva, Illinois 60134
Bid: \$254,289
Final: \$253,145

Park District of Oak Park/ 218 Madison Street/ Oak Park, Illinois 60302
Scott Stewart, Ph.D. (708)725-2450
Oak Park Conservatory Bioswale Project / 615 Garfield Street / Oak Park, Illinois 60302
Bid \$18,384
Final: \$18,384

Village of Homer Glen/ 14933 Founders Crossing/ Homer Glen IL 60491
Jim Walkowski (708) 301-0632
Installation of Benches along Heroes Trail
Bid: \$12,246
Final: \$12,246

Village of Orland Park/ 14700 S Ravinia Dr/ Orland Park, IL 60462
Frank Stec (708) 403-6139
CPAC Water Play Unit Installation
Bid: \$37,935
Final: \$37,935

Godley Park District/ 500 S Kankakee Rd/ Godley IL 60407
Dayna Heitz (815) 458-6129
Route 66 Mining Museum Improvements 2014
Bid: \$20,480
Final: \$21,332

Village of Romeoville Parks & Recreation Department/ 900 West Romeo Rd/ Romeoville IL 60446
Kelly Rajzer (815) 886-6040
Deer Park Crossing Playground Repairs
Bid: \$3,507.50
Final: \$3,508



Ozinga Materials/ Channahon IL
Steve King (630) 240-2408
Channahon Entrance Sign
Bid: \$22,282
Final: \$22,282

Keeley Construction/ 245 Sidney Court/ Villa Park IL 60181
Marc Ciaglia (630) 833-8600
Job #6912 Weber Stephen Products
Bid: \$11,349
Final: \$23,948

Village Of Romeoville Parks & Recreation Department/ 900 West Romeo Rd/ Romeoville IL 60446
Kelly Rajzer (815) 886-6040
Boucher Prairie Park Restrooms
Bid: \$120,634
Final: \$122,229

Village Of Romeoville Parks & Recreation Department/ 900 West Romeo Rd/ Romeoville IL 60446
Kelly Rajzer (815) 886-6040
Lakewood Estates
Bid: \$189,732.20
Final: \$200,376

Elmhurst Park District/ 375 W First St/ Elmhurst IL 60126
Angela Ferrentino (630) 993-8915
261 W Grantley Drainage Improvements
Bid: \$31,450
Final: \$33,550

Village of Orland Park/ 14700 S Ravinia Dr/ Orland Park, IL 60462
Frank Stec (708) 403-6139
FLC Playground Install/ 14650 S Ravinia Ave/ Orland Park, IL 60462
Bid: \$62,311
Final: \$62,311

Downers Grove Park District / 2455 Warrenville Road / Downers Grove, IL 60515
Paul Fyle, ASLA / (630) 963-1304
Walnut Avenue Park / 4715 Walnut Avenue / Downers Grove, IL 60515
Bid: \$102,902
Final: \$102,902

Abbey PavingCo. Inc. / 1949 County Line Road / Aurora, IL 60502
James Gillian / (630) 585-7220
West Aurora School District 129 / 2014 Site Improvements

- Todd Early Childhood Playground
- District Administration
- Hall Elementary
- West High

Contract: \$88,267 Final: \$88,267



Camosy Construction / 43451 N. US Highway 41 / Zion, IL 60099
Bob Nikolai / (847) 395-6800
Armstrong Park Ballfield Renovation / 391 Illini Drive / Carol Stream, IL 60188
Bid : \$159,445
Final: \$159,445

Park District of Franklin Park / 9560 Franklin Avenue / Franklin Park, IL 60131
Joseph Modrich / (847) 455-9053
Chestnut Park / 10105 Chestnut Avenue / Franklin Park, IL 60131
Bid: \$396,807
Final: \$405,959

North Berwyn Park District / 1619 South Wesley Avenue / Berwyn, IL 60402
Joseph Vallez / (708) 749-4900
Cuyler Park Renovation / 19th Street & Cuyler Avenue / Berwyn, IL 60402
Bid: \$520,711
Final: \$529,205

Park District of Oak Park / 218 Madison Street / Oak Park, IL 60302
Michael T. Gandy / (708) 725-2050
Carroll Park / 1125 South Kenilworth Avenue / Oak Park, IL 60304
Bid: \$397,682
Final: \$407,688

Village of Orland Park / 14700 S. Ravinia Avenue / Orland Park, IL 60462
Frank Stec / (708) 403-6139
FLC Playground Equipment & Poured Surface / 14650 S. Ravinia Avenue / Orland Park, IL 60462
Bid: \$62,311
Final: \$62,311

Weis Builder, Inc. / 8420 West Bryn Mawr Avenue / Suite 1010 / Chicago, IL 60631
Gina Curran / (773) 304-4460
Bright Horizons Western Springs / 4700 Commonwealth Avenue / Western Springs, IL
Bid: \$167,907.
Final: \$202,711

2013 References – Started and Completed Projects 2013

Oak Lawn Park District/ 4425 Southwest Highway/ Oak Lawn IL 60453
Joel Craig (708) 857-2201
Memorial Park Splash Pad/ 103rd & Major Avenues/ Oak Lawn IL 60453
Bid: \$439,384
Final: \$537,714

Bensenville Park District / 1000 W. Wood Street / Bensenville, IL 60106
Steve Cherveney / (630) 766-7015 x2007
Varble Park Splash Pad / 1100 W. Wood Street / Bensenville, IL 60106
Bid: \$646,701
Final: 664,245



Flagg-Rochelle Community Park District / 735 North 2nd Street / Rochelle, IL 61068
Eric Christensen, Executive Director / (815)562.7813
Cooper Park Playground / 10th Avenue and 20th Street / Rochelle, Illinois 61068
Bid: \$46,612
Final: \$46,612

West Chicago Park District / 157 West Washington Street / West Chicago, IL 60185
Jesse Felix / (630) 231-9474
Kress Creek Farm Trail / Wilson and Joliet Streets / West Chicago, IL 60185
Bid: \$126,000
Final: \$126,000

Harper College / 1200 West Algonquin Road / Palatine, Illinois 60067
Marisa Dittman, Smith Group JJR / (312)641-6764
Child Learning Center Playground / 1200 West Algonquin Road / Palatine, Illinois 60067
Bid: \$ 76,261
Final: \$85,000.00

Harper College / 1200 West Algonquin Road / Palatine, Illinois 60067
Marisa Dittman, Smith Group JJR / (312) 641-6764
Gathering Places / 1200 West Algonquin Road / Palatine, Illinois 60067
Bid: \$ 344,564
Final: \$344,564

Harper College / 1200 West Algonquin Road / Palatine, Illinois 60067
Marisa Dittman, Smith Group JJR / (312) 641-6764
Hammer Throw Grading and Sod / 1200 West Algonquin Road / Palatine, Illinois 60067
Bid: \$24,619
Final: \$24,619

Lockport Township Park District /1911 South Lawrence Avenue / Lockport, Illinois 60441
Greg Ludwig / (815) 838-1183
Theodore Marsh Playground / Noonan and Gaylord Avenue, Crest Hill, Illinois 60403
Bid: \$19,370
Final: \$19,370

Manteno School District #5 / 84 North Poplar Street, Manteno / Illinois 60950
Adam Verducci, Gilbane Building Company / (815) 907-7188
Manteno Elementary School Addition / 555 West Cook Street / Manteno 60950
Bid: \$75,557
Final: \$75,652

Village of Orland Park / 14700 South Ravinia Avenue / Orland park, Illinois 60462
Frank Stec / (708) 403-6139
Eagle Ridge Park Playground / 10755 Eagle Ridge Drive / Orland Park,, Illinois 60467
Bid: \$32,980
Final: \$32,980



Oswegoland Park District / 313 East Washington Street / Oswego, IL 60543
Grant Casleton / (630) 554-4428
North Hampton Park Shelter / North Hampton Avenue and Nottingham Avenue
Bid: \$11,640
Final: \$11,640

Pepper Construction / 643 North Orleans Street / Chicago, Illinois 60610
Tod J, Stanton, Design Perspectives, Inc. / (630) 428-3134
Bright Horizons – Deerfield / 1650 Lake-Cook Road / Deerfield, Illinois 60015
Bid: \$167,091
Final: \$172,917

Pepper Construction / 643 North Orleans Street / Chicago, Illinois 60610
Eric Javorek / (312) 266-4700
Bright Horizons-University of Chicago / 5610 South Drexel Avenue / Chicago, Illinois 60637
Bid: \$61,856
Final: \$61,856

Rochelle School District 231 / 444 North 8th Street / Rochelle, Illinois 61068
Todd Prusator, District Superintendent / (815) 562-6363
Lincoln Elementary School / 1450 20th Street (Flagg Road and 22nd St.) / Rochelle, IL 61068
Bid: \$178,856
Final: 178,856

Village of Romeoville / 1050 W. Romeo Road / Romeoville, IL 60446
(815) 886-7200
Murphy Park / 13 Montrose Drive / Romeoville, Illinois 60446
Bid: \$993,758
Final: \$1,039,965

Village of Shorewood / 1 Towne Center Boulevard / Shorewood, Illinois 60404
Roger Barrowman, Public Works Supervisor / (414)847-2650
Toni Dulny / (815) 725-2150
Veterans Memorial- Phase II / 1 Towne Center Boulevard / Shorewood, Illinois 60404
Bid: \$262,668
Final: \$265,806

2012 References – Started and Completed Projects 2012

Naperville Park District / 425 West Jackson Avenue / Naperville, Illinois 60540
Eric Shutes, Director of Planning / (630) 864-3944
Brush Hill Park Backstop Installation / 203 North Whispering Hills Road / Naperville, Illinois 60540
Contract: \$3750

Park District of Oak Park / 218 Madison Street / Oak Park, Illinois 60302
Neil Adams or Mike Grandy / (708) 383-0002
Mills Park / 217 South Home Avenue / Oak Park, Illinois 60302
Contract: \$728,062



Sandwich Park District / 1001 North Latham Street / Sandwich, Illinois 60548-3101
Sue Swithin, Director of Parks and Recreation / (815) 786-8044
Milestone Park / South Wind Drive & Fairwind Boulevard, Sandwich, Illinois 60548
Contract: \$243,405

Geneva Park District / 710 Western Road / Geneva, Illinois 60134
Larry Gabriel, Superintendent of Parks and Properties / (630) 232-0605
Deerpath Park and / N. Barton Dr. / Batavia, Illinois 60510
Island Park / E. State Street / Geneva, Illinois 60134
Contract: \$123,175 (combined)

Oak Park Elementary School District 97 / 970 Madison Street / Oak Park, IL 60302
Therese O'Neill or Norm Lane / (708) 524-3000
Beye, Holms and Longfellow Schools Playground Improvements
Contract: \$1,172,835

Village of Romeoville / 1050 W. Romeo Road / Romeoville, IL 60446
(815) 886-7200
Romeoville Football Field Renovation / 900 West Romeo Road / Romeoville, IL 60446
Contract: \$358,434

Joliet School District 86 / 420 North Raynor Avenue / Joliet, IL 60435
Tom Baker, VP George Sollitt Construction Co. / (630) 860-7333
Isaac Singleton Elementary School / 1501 Copperfield Avenue / Joliet, IL 60435
Contract: \$154,847

Naperville Park District / 320 West Jackson Avenue / Naperville, IL 60540
Jessica Burgdorf / (630) 864-3944
Cress Creek Park / 1311 Royal St. George Drive / Naperville, IL 60450
Contract: \$102,550

Village of Shorewood / 1 Towne Center Boulevard / Shorewood, IL 60404
Roger Barrowman / (815) 725-2150 x23
Town Center Park Veterans Memorial Fountain Phase 2 / 1 Towne Center Boulevard / Shorewood, IL 60404
Contract: 265,793

Hodgkins Park District / 8997 Lyons Street / Hodgkins, IL 60525
Kelly Young / (708) 354-6563
Hodgkins Park / 8997 Lyons Street / Hodgkins, IL 60525
Contract: \$141,738

McCook Park District / 4911 Riverside Avenue / McCook, IL 60525
Frank Pilch or Marcus Larson / (708) 447-7048
ComEd Park / 4911 Riverside Avenue / McCook, IL 60525
Contract: \$201,503

Mokena Community Park District / 10925 LaPorte Road / Mokena, IL 60448
Jim Romanek / (708) 390-2401
Fox Ridge Park / Telluride Lane and Snowmass Road / Mokena, IL 60448
Contract: \$41,285



New Millennia Community Center C/O Minonk Community Bank / 137 West 5th Street / Minonk, IL 61760
Bob Hakes / (309) 432-2552
New Millennia Park Splash Pad / Chestnut and Moran Streets / Minonk, IL 61760
Contract: \$198,263

River Forest Park District / 401 Thatcher Avenue / River Forest, IL 60305
Michael Sletten / (708) 366-6660
Keystone Park East Playground / 7920 Central Avenue / River Forest, IL 60305
Contract: \$26,193

Oswegoland Park District / 313 East Washington Street / Oswego, IL 60543
Chad Feldotto / (630) 554-4428
Boulder Point Playground / Zero Boulder Hill Pass / Montgomery, IL 60538
Contract: \$66,017

New Lenox Community Park District / 1 Manor Drive / New Lenox, IL 60451
George Travnicek / (815) 485-3584
Countryview - Royal Meadows Park / Daniel Lewis Drive and Jackson Branch Drive / New Lenox, IL 60451
Contract: \$607,600

Park District of Oak Park / 218 Madison Street / Oak Park, IL 60302
Neil Adams / (708) 383-0002
Mills Park / 217 South Home Avenue / Oak Park, IL 60302
Contract: \$727,700

2011 References – Started and Completed Projects 2011

Village of Romeoville / 1050 W. Romeo Road / Romeoville, IL 60446
(815) 886-7200
Civic Campus Renovation / 13 Montrose Drive / Romeoville, IL 60446
Contract: \$1,277,171

Oregon Park District / 304 S. Fifth Street / Oregon, IL 61061
Dan Griffin / (815) 732-3101
Park West and Hawk Prairie Improvements / Oregon Trail Road and 14th Street / Oregon, IL 61061
Contract: \$1,030,456

Belvidere Park District / 1006 W. Lincoln Avenue / Belvidere, IL 61008
Dan Roddewig / (815) 547-5711
Belvidere Park Water Feature / 1006 W. Lincoln Avenue / Belvidere, IL 61008
Contract: \$111,829

Village of Hinsdale Parks and Rec. Dept. / 19 East Chicago Avenue / Hinsdale, IL 60521
Gina Hassett / (630) 789-7090
Katherine Legge Memorial Park South Shelter Improvements / 5901 S. County Line Road / Hinsdale, IL 60521
Contract: \$110,328

Village of Lemont / 418 Main Street / Lemont, IL 60439
James Brown / (630) 257-1550
I and M Canal Trail / General Fry's Landing / Phase II Streetscape / Lemont, IL 60439
Contract: \$141,295



Tinley Park Park District / 8125 West 171st Street / Tinley Park, IL 60477
John Curran / (708) 342-4200
McCarthy Park Landscape Improvements / Tinley Park, IL 60477
Contract: \$122,029

Carol Stream Park District / 280 Kuhn Road / Carol Stream, IL 60188
Steve Rosenberg / (630) 784-6100
Dog Exercise Park / 280 Kuhn Road / Carol Stream, IL 60188
Contract: \$86,531

Genoa Township Park District / 400 East Second Street / Genoa, IL 60135
Paul Bafia / (815) 784-5612
Shelter Installation Chamberlain Park OSLAD Park / 400 East Second Street / Genoa, IL 60135
Contract: \$59,691

Homewood-Flossmoor Park District / 3301 Flossmoor Road / Flossmoor, IL 60422
Doug Boehm / (708) 957-0280
Splash Pad Surface / 18600 Hardwood Avenue / Homewood, IL 60430
Contract: \$28,450

Consolidated School District 1158 / 650 Academic Drive / Algonquin, IL 60102
Doug Renkosik / (847) 659-6163
Playground Equipment at Leggee Elementary School / 13723 Harmony Road / Huntley, IL 60142
Contract: \$26,243

Lockport Park District / 1911 S. Lawrence Avenue / Lockport, IL 60441
Bill Riordan / (815) 838-1183
Renwick Club Park / Rookery Drive and Vesper Street / Crest Hill, IL 60403
Contract: \$48,839

Fox Valley Park District / 101 W. Illinois Avenue / Aurora, IL 60506
Michael Erickson / (630) 897-0516
Cherry Hill Park / Manchester Way and Hankes Road / Aurora, IL 60506
Contract: \$227,350

Romeoville Recreation Department / 900 W. Romeo Road / Romeoville, IL 60446
Al Grzyb / (815) 886-6222
Century Ball Fields / Romeoville, IL 60446
Contract: \$144,894

Village of Romeoville / 1050 W. Romeo Road / Romeoville, IL 60446
(815) 886-7200
Spangler Road Reconstruction / Civic Center to Belmont Road / Romeoville, IL 60446
Contract: \$614,914

Plainfield Township Park District / 23805 W. Ottawa Street / Plainfield, IL 60544
(815) 439-7940
2011 Wood Play Surfacing / Various Locations / Plainfield, IL 60544
Contract: \$54,353



2010 References – Started and Completed Projects 2010

Fox Valley Park District / 101 W. Illinois Street / Aurora, IL 60506
Michael Erickson / (630) 897-0516
Stonegate Park / NW intersection Felten and Sheffer / Aurora, IL 60506
Contract: \$173,412

Hodgkins Park District / 8997 Lyons Street / Hodgkins, IL 60525
Kelly Young / (708) 354-6563
Lenzi Park / Lenzi Avenue and Joliet Road / Hodgkins, IL 60525
Contract: \$327,745

Bensenville Park District / 1000 West Wood Street / Bensenville, IL 60106
(630) 766-7015
Kremples Park ADA Renovations / 11 Jacquelyn / Bensenville, IL 60106
Contract: \$75,455

Belvidere Park District / 1006 W. Lincoln Avenue / Belvidere, IL 61008
Dan Roddewig / (815) 547-5711
Belvidere Park Shelter / 1006 W. Lincoln Avenue / Belvidere, IL 61008
Contract: \$84,179

WRD Environmental Inc. / 445 N. Sacramento Blvd., Ste. 201 / Chicago, IL 60612
Ernesto Huaracha / (773) 722-9870
New Mental Services Facility, Ottawa Regional Hospital and Healthcare / 1100 E. Norris Drive / Ottawa, IL
Contract: \$57,163

Plainfield Community School District 202 / 15732 Howard Street / Plainfield, IL 60544
(815) 439-5452
Bonnie McBeth Early Learning Center / 15730 Howard Street / Plainfield, IL 60544
Contract: \$160,945

Romeoville Recreation Department / 900 West Romeo Road / Romeoville, IL 60446
Kelly Rajzer / (815) 886-6222
Nottingham Ridge Park / Martingale Avenue and Gorman Drive / Romeoville, IL 60446
Contract: \$173,574

Frankfort Square Park District / 7540 West Braemar Lane / Frankfort, IL 60423
Jim Randall / (815) 469-3524
Lighthouse Pointe Park / Holland Harbor Drive / Frankfort, IL 60423
Contract: \$153,912

Sycamore Park District / 940 E. State Street / Sycamore, IL 60178
Brian Cobb / (815) 895-3365
Boynton Park Playground Improvements / Northgate Drive and Boynton Street / Sycamore, IL 60178
Contract: \$51,524

Sycamore Park District / 940 E. State Street / Sycamore, IL 60178
Brian Cobb / (815) 895-3365
Wetzel Park Improvements / Rowantree Drive and Florence Drive / Sycamore, IL 60178
Contract: \$274,575



B.O.E. Evanston-Skokie School District 65 / 1500 McDaniel Avenue / Evanston, IL 60201
Don Stevenson / (847) 859-8072
Infant and Toddler Playground / 1500 McDaniel Avenue / Evanston, IL 60201
Contract: \$93,148

Riverside Public Schools District 96 / 2400 South 10th Avenue / North Riverside, IL 60546
William Radtke / (708) 447-5007
2010 Playground Remodel Work at Central Elementary School / 61 Woodside Road / Riverside, IL 60546
Contract: \$54,243

River Forest Park District / 401 Thatcher Avenue / River Forest, IL 60305
Michael Sletten / (708) 366-6660
Keystone Park Soccer Field and Sled Hill Renovation / 400 Keystone Avenue / River Forest, IL 60305
Contract: \$135,881

Oak Lawn Park District / 9400 S. Kenton Avenue / Oak Lawn, IL 60453
Joel Craig / (708) 857-2225
Sullivan Park Improvements / 99th Street and Kostner Avenue / Oak Lawn, IL 60453
Contract: \$45,932

Channahon Park District / 24856 West Eames Street / Channahon, IL 60410
Daryl Cole / (815) 467-7275
Central Park / Route 6 East of Bluff Road / Channahon, IL 60410
Contract: \$134,289

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE GLI Services, Inc. DBA George's Landscaping, Inc.
1410 Mills Road Joliet, IL 60433

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
175 Berkeley Street Boston, MA 02116

a corporation duly organized under the laws of the State of MA
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Willowbrook
835 Midway Dr Willowbrook, IL 60527

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

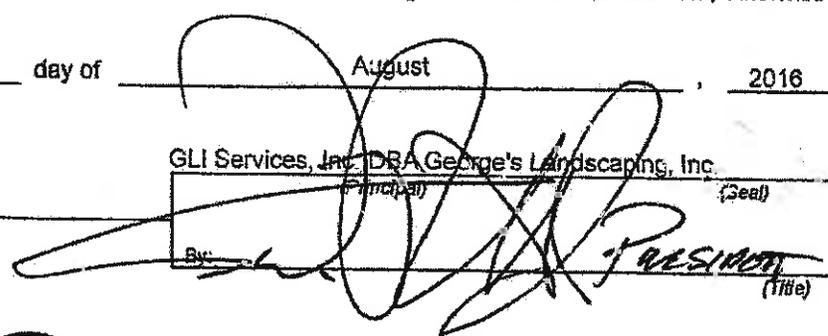
WHEREAS, the Principal has submitted a bid for Lake Hinsdale Park Improvements

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of August, 2016


(Witness)

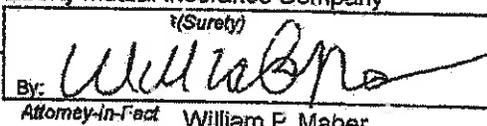
GLI Services, Inc. DBA George's Landscaping, Inc.

(Principal) (Seal)
By: 
(Title)


(Witness)



Liberty Mutual Insurance Company

(Surety) (Seal)
By: 
Attorney-in-Fact William F. Maher (Title)

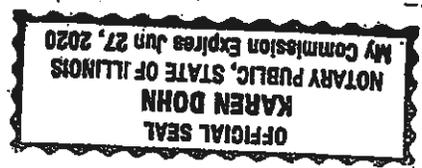
STATE OF IL
COUNTY OF Cook

I, Karen Dohn Notary Public of Cook County,
in the State of IL, do hereby certify that William P. Maher
Attorney-in-Fact, of the Liberty Mutual Insurance Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Liberty Mutual Insurance Company
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine
in said County, this 17th day of August A.D., 2016

[Signature]
Notary Public Karen Dohn

My Commission expires: June 27, 2020



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint William P. Maher of the city of Palatine, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: GLI Services, Inc. DBA George's Landscaping, Inc.

Obligee Name: Village of Willowbrook

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12: Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

LAKE HINSDALE PARK IMPROVEMENTS

2016 Lake Hinsdale Park Improvements
August 3, 2016



THE VILLAGE OF
WILLOWBROOK
2016 LAKE HINSDALE
PARK IMPROVEMENTS



1280 Troquels Avenue
Suite 110
Naperville, Illinois 60563
Telephone: (630) 428-3134
Fax: (630) 428-3159
www.design-perspectives.net

In Association With



REV.	COMMENT	DATE

SEAL:

DATE: 8/3/2016
JOB NO.: 16-1842
DRAWN BY: CW
CHECKED BY: TS

DRAWING TITLE:
COVER SHEET

SHEET NO.:
G-000

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GENERAL NOTES:

HIGHLY VISIBLE BARRIER FENCING SHALL BE INSTALLED AROUND EXISTING TREES ADJACENT TO PROPOSED IMPROVEMENTS AS DIRECTED BY THE PROJECT MANAGER.

CONSTRUCTION ACCESS TO AND FROM THE PROJECT SITE SHALL BE LIMITED TO ONE CONNECTION AS DIRECTED BY THE PROJECT MANAGER.

CONSTRUCTION TRAFFIC SHALL NOT USE THE RESIDENTIAL STREETS AS CUT-THROUGHS.

THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. IF CONTRACTOR PROCEEDS WITH KNOWLEDGE OF DISCREPANCIES, NO ADDITIONAL COMPENSATION WILL BE CONSIDERED.

EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE EXACT LOCATION AND ELEVATION FROM THE OWNERS OF THE UTILITIES. ALL UTILITY OWNERS SHALL BE NOTIFIED BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.

ANY DAMAGE CAUSED BY THE CONTRACTOR TO ADJACENT PROPERTY AND STRUCTURES SHALL BE REPAIRED OR REPLACED AT HIS EXPENSE AND TO THE SATISFACTION OF THE OWNER.

FOR THE PROTECTION OF THE AREA RESIDENTS, IT IS NECESSARY THAT EXCAVATIONS NOT REMAIN OPEN OVERNIGHT. EXCAVATIONS MADE DURING ANY WORK DAY MUST BE BACKFILLED TO SURFACE GRADE BY THE END OF THAT SAME DAY.

THE LOCATIONS AND EXTENTS OF AREAS USED FOR CONSTRUCTION STAGING PURPOSES AS EQUIPMENT PARKING AND MATERIAL STORAGE AREAS ARE SUBJECT TO APPROVAL OF THE PARK DISTRICT. IT IS DESIRED THAT MANHOLE, PIPE AND BACKFILL MATERIALS BE DELIVERED TO THE SITE NO EARLIER THAN THE THREE DAYS BEFORE THEY ARE SCHEDULED TO BE INSTALLED.

PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN INDICATE FINISH GRADE.

TOPSOIL SHALL NOT BE USED TO HILL PROPOSED PAVEMENT AREAS TO DESIGN SUBGRADE LEVELS.

PLACE AND GRADE AGGREGATE BASE MATERIAL IN PAVEMENT AREAS. SLOPE SUBGRADE AND AGGREGATE SURFACES TO THE INSTALLED DRAINAGE STRUCTURES. PROVIDE SURFACE SLOPES OF AT LEAST ONE PERCENT (1%) TO DRAINAGE STRUCTURES.

PLACE AND GRADE TOPSOIL TO REQUIRED ELEVATIONS AND CONTOURS TO CREATE SURFACE DRAINAGE AS INDICATED ON THE PLANS. CUT AND GRADE SUBSURFACE SOIL (CLAY) WHERE NECESSARY TO CREATE THE REQUIRED DRAINAGE PATTERNS AND SWALES. INSTALL SPECIFIED GRASS SEED WITHIN EACH WORK AREA, IMMEDIATELY AFTER COMPLETION OF SEWER INSTALLATION AND GRADING OPERATIONS WITHIN THAT AREA.

USE SPECIFIED GRANULAR MATERIAL TO BACKFILL ALL STRUCTURE EXCAVATIONS AND CONDUIT TRENCHES WITHIN AND IMMEDIATELY ADJACENT TO FUTURE PAVEMENT AREAS.

MAYOR

FRANK TRILLA

VILLAGE ADMINISTRATOR

TIM HALIK

BOARD OF TRUSTEES

GAYLE NEAL

SUE BERGLUND

UMBERTO DAVI

TERRENCE KELLY

MICHAEL MISTELE

PAUL OGGERINO

PARKS AND RECREATION COMMISSION

RICHARD COBB

LORRAINE GRIMSBY

RONALD KANAVERSKIS

LAURIE LANDSMAN

CAROL LAZARSKI

ROBERT PIONKE

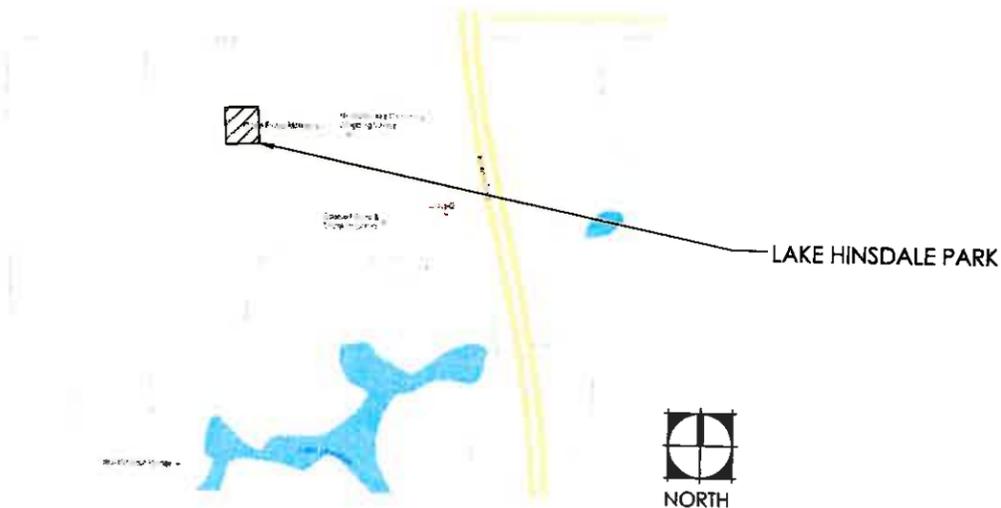
RENE SCHUURMAN

DOUGLAS STETINA

TEMPORARY INTERIM SUPERINTENDENT OF PARKS AND RECREATION

JOHN FENSKE

PROJECT LOCATION:

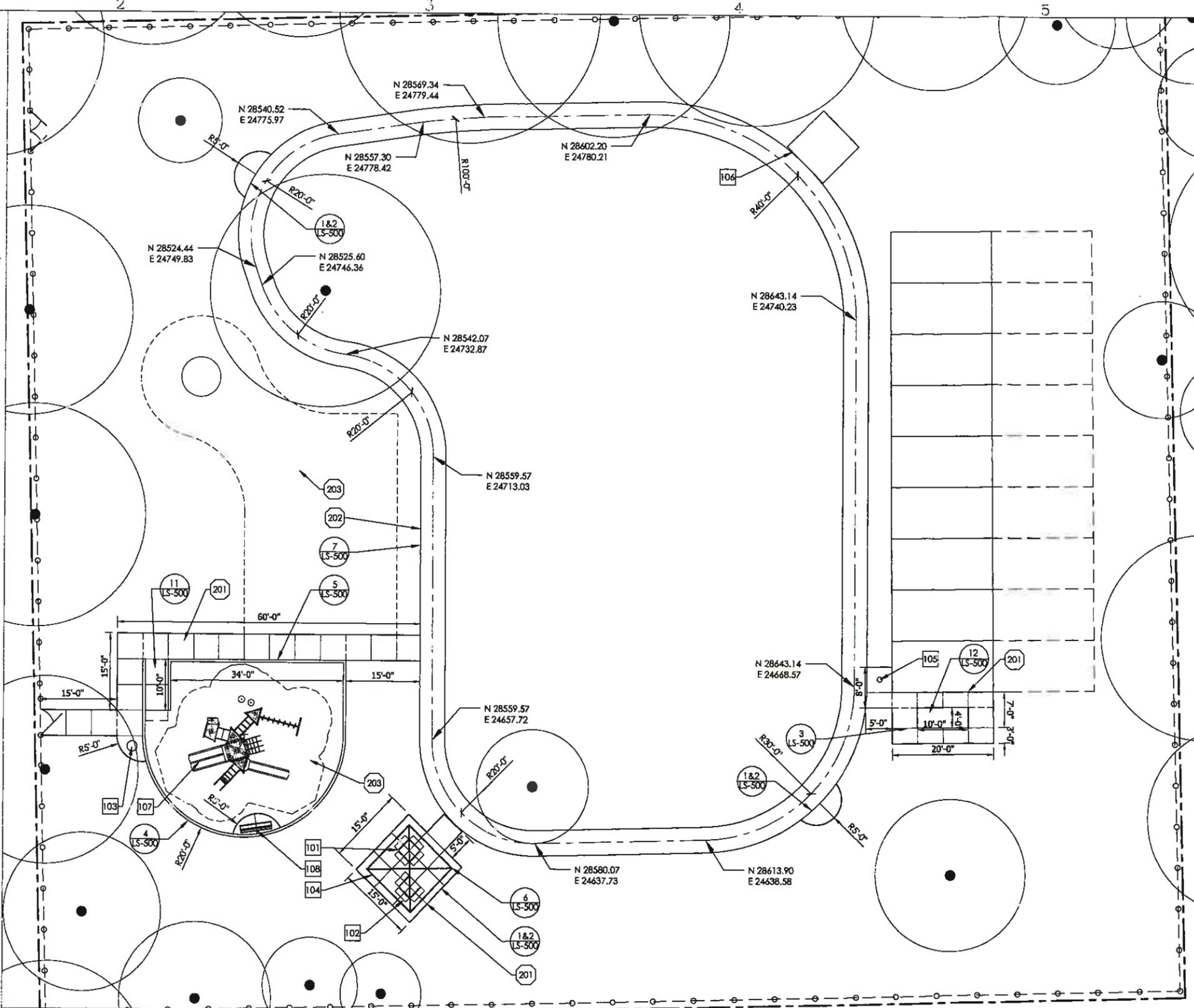




CALL J.U.L.I.E. AT LEAST TWO DAYS BEFORE BEGINNING EXCAVATION ACTIVITIES
1-800-892-0123

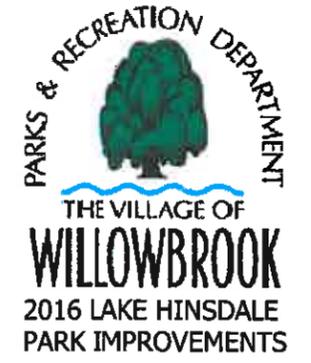
100 SITE FURNISHING SCHEDULE

SYMBOL	DESCRIPTION
101	PICNIC TABLE 4-SEAT PICNIC TABLE BY WABASH VALLEY MODEL: PP205(D) IN-GROUND MOUNT COLOR: FRAME-BLACK & PLASTISOL-GREEN NUTOYS: 708-606-7549
102	ADA PICNIC TABLE 3-SEAT PICNIC TABLE BY WABASH VALLEY MODEL: PP200(D) IN-GROUND MOUNT COLOR: FRAME-BLACK & PLASTISOL-GREEN NUTOYS: 708-606-7549
103	LITTER CAN DOTY & SONS CONCRETE PRODUCTS MODEL: RP2000, FINISH - SB6 RECYCLED PLASTIC LUMBER - RPL1 (CEDAR) DOTY & SONS: 815-895-2884
104	SHELTER SHADE SYSTEMS INC. FABRIC SHADE STRUCTURE - PIER MOUNT SIZE: 10' X 10', COLOR: JET BLACK & FABRIC FOREST GREEN SHADE SYSTEMS INC: 352-237-0135
105	WATER SPIGOT BY OWNER
106	COMPOST BIN BY OWNER
107	PLAYGROUND EQUIPMENT LITTLE TIKES PARKREATION: 815-735-1497
108	BENCH 6' BENCH BY WABASH VALLEY MODEL: PP411 (D) IN-GROUND MOUNT COLOR: FRAME-BLACK & PLASTISOL-GREEN NUTOYS: 708-606-7549



200 PAVING SCHEDULE

SYMBOL	DESCRIPTION	COLOR	FINISH	THICKNESS	PATTERN	REMARKS
201	CONCRETE PAVING	NATURAL	CALLY FINISH	4"	SEE LAYOUT PLANS	SEE DETAIL #2 SHEET LS-500
202	CRUSHED LIMESTONE	NATURAL		2"		SEE DETAIL #7 SHEET LS-500
203	WOOD FIBER SAFETY SURFACING	NATURAL		12" MIN.		SEE DETAIL #4 SHEET LS-500



Design Perspectives
Grounded in Creativity

1280 Iroquois Avenue
Suite 110
Naperville, Illinois 60563
Telephone: (630) 428-3134
Fax: (630) 428-3159
www.design-perspectives.net

In Association With

REV.	COMMENT	DATE

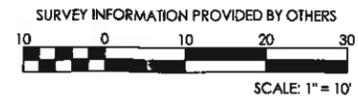
SEAL:

DATE: 8/3/2016
JOB NO.: 16-1842
DRAWN BY: CW
CHECKED BY: TS

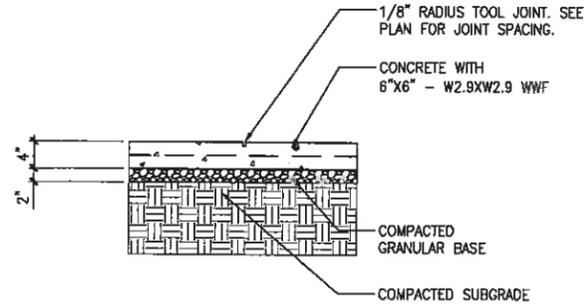
DRAWING TITLE:
LAYOUT PLAN

SHEET NO.:
LS-101

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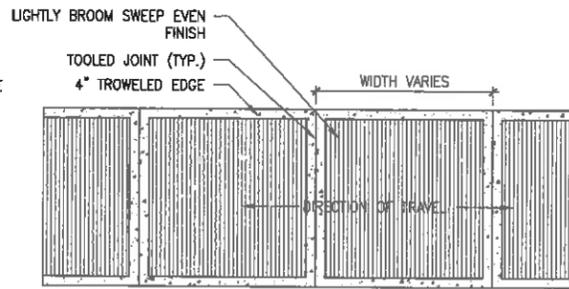


NOTE: FOR ALL PAVEMENT AREAS SLOPES SHALL NOT EXCEED THE FOLLOWING: 2.0% CROSS SLOPE MAXIMUM; LONGITUDINAL SLOPE 5.0% MAXIMUM



1 4" CONCRETE PAVING

SCALE: N.T.S.

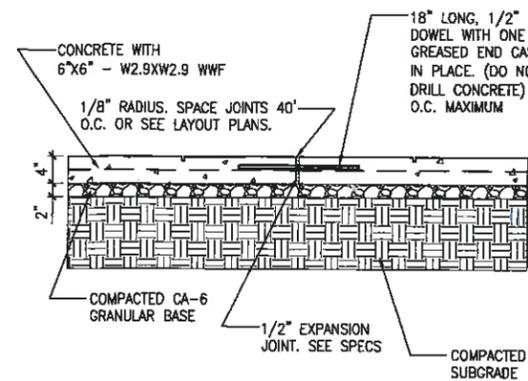


NOTES:
1. TYPICAL SCORING PATTERN DEPICTED ABOVE. REFER TO LAYOUT PLAN FOR SITE SPECIFIC SCORING PATTERN. SCORING PATTERN VARIES AT INTERSECTIONS.
2. ON CURVED WALKWAYS, JOINTS SHALL BE BASED ON THE SAME RADIUS AS THE WALKWAY.

2 CONCRETE FINISH

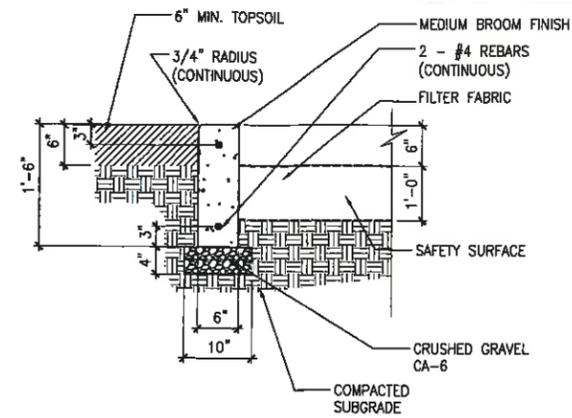
SCALE: N.T.S.

JOINTS TO BE LOCATED EVERY 35' O.C.



3 EXPANSION JOINT

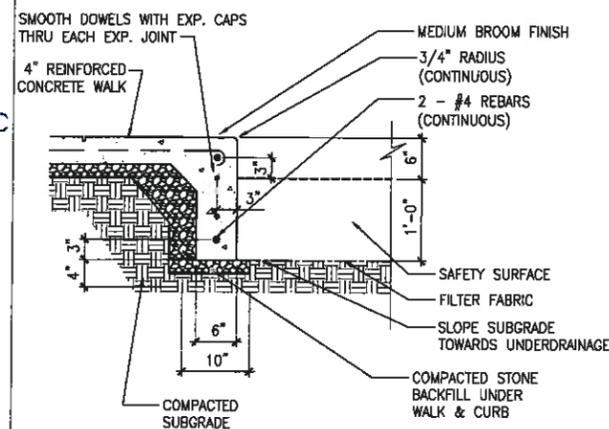
SCALE: N.T.S.



4 CONCRETE CURB

SCALE: N.T.S.

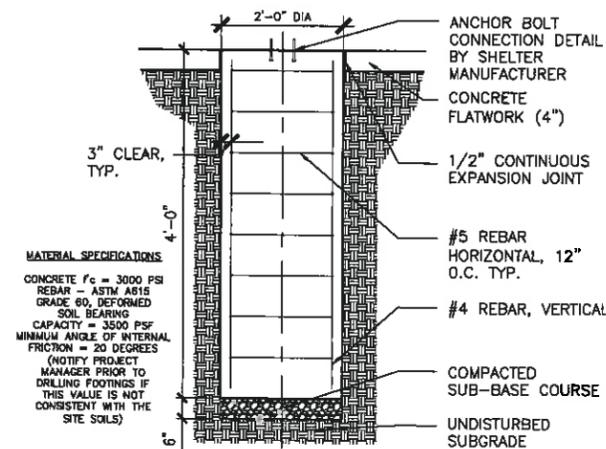
Concrete_Curb



5 CURB FACED CONCRETE WALK

SCALE: N.T.S.

Curb_Faced_Concrete_Walk



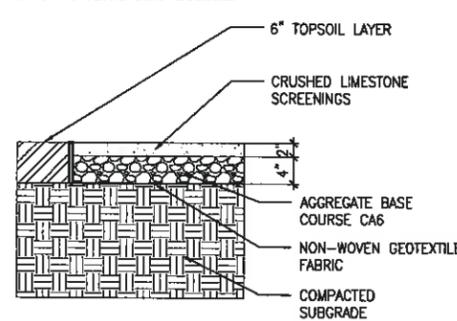
MATERIAL SPECIFICATIONS
CONCRETE $f_c = 3000$ PSI
REBAR - ASTM A615
GRADE 60, DEFORMED
SOIL BEARING
CAPACITY = 3500 PSF
MINIMUM ANGLE OF INTERNAL
FRICTION = 20 DEGREES
(NOTIFY PROJECT
MANAGER PRIOR TO
DRILLING FOOTINGS IF
THIS VALUE IS NOT
CONSISTENT WITH THE
SITE SOILS)

6 SHELTER FOOTING

SCALE: N.T.S.

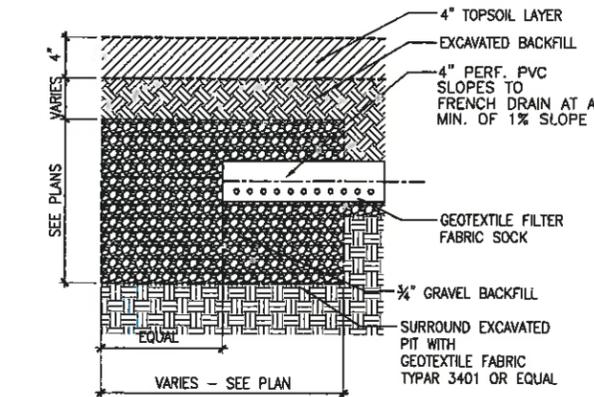
Shelter_Footing

NOTE: FOR ALL PAVEMENT AREAS SLOPES SHALL NOT EXCEED THE FOLLOWING: 2.0% CROSS SLOPE MAXIMUM; LONGITUDINAL SLOPE 5.0% MAXIMUM.



7 CRUSHED LIMESTONE TRAIL

SCALE: N.T.S.

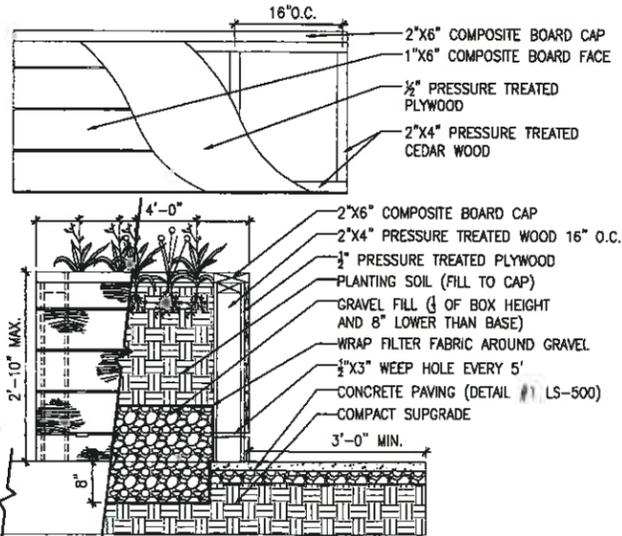


8 FRENCH DRAIN

SCALE: 1'-1'-0"

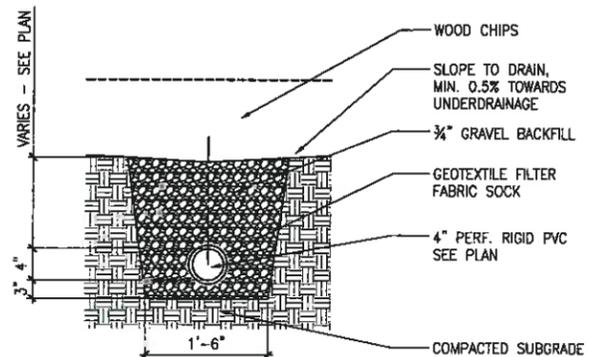
French_Drain

NOTE:
ADA GARDEN BOX SHALL BE NO MORE THAN 48" WIDE AND BETWEEN 28" AND 34" TALL. ALL SIDES SHALL BE SURROUNDED BY 3" MINIMUM OF CONCRETE PAVING AND NO OBSTRUCTIONS. FRAMES OF GARDEN BOX SHOULD REST ON EDGE OF CONCRETE PAVING ON ALL SIDES, HOWEVER BOX SHOULD BE OPEN THROUGH.



12 ADA GARDEN BOX

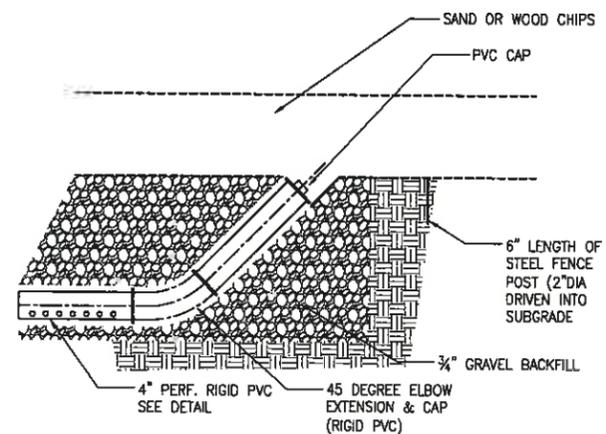
SCALE:



9 PLAYGROUND UNDERDRAIN

SCALE: N.T.S.

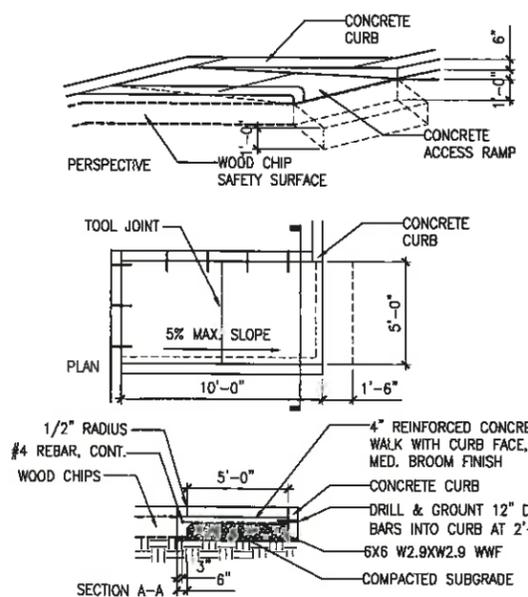
PERFORATED_DRAIN_PVC



10 CLEANOUT

SCALE: N.T.S.

Cleanout



11 CONCRETE RAMP

SCALE: N.T.S.

Concrete_Ramp

In Association With

REV.	COMMENT	DATE

SEAL:

DATE: 8/3/2016
JOB NO.: 16-1842
DRAWN BY: CW
CHECKED BY: TS

DRAWING TITLE:
**CONSTRUCTION
DETAILS**

SHEET NO.:
LS-500

In Association With

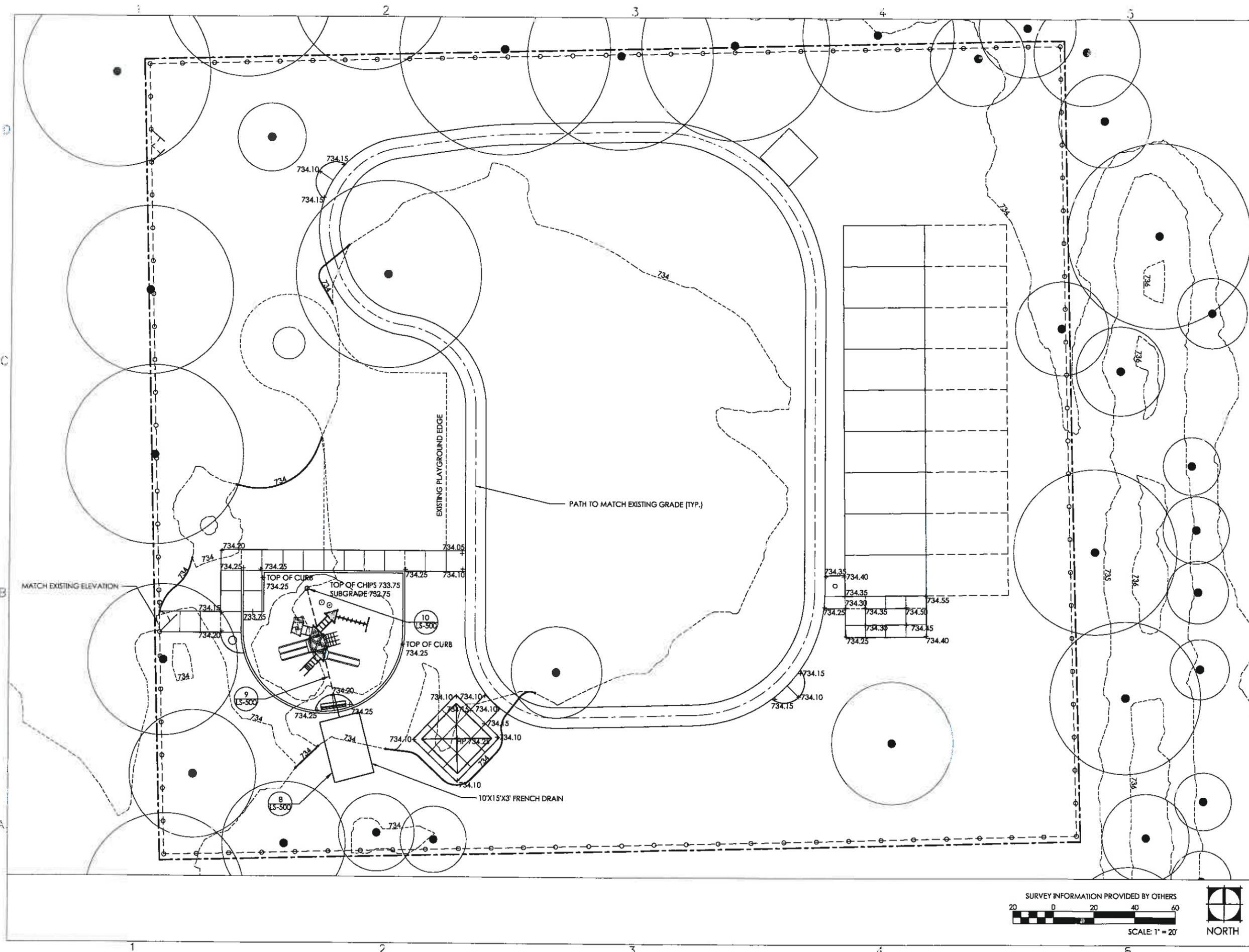
REV.	COMMENT	DATE

SEAL:

DATE: 8/3/2016
JOB NO.: 16-1842
DRAWN BY: CW
CHECKED BY: TS

DRAWING TITLE:
GRADING PLAN

SHEET NO.:
LG-100



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL PLANNING SERVICES - WBK ENGINEERING, LLC

AGENDA NO.

12

AGENDA DATE: 8/22/16

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TELLER

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TELLER

ITEM DISCUSSED BY FULL BOARD DURING MAY 9, 2016 REGULAR MEETING

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

In the Fall of 2009, the Village hired the firm Sikich LLP to conduct an evaluation of the organizational structure of the Village. The final report was received on January 26, 2010. Among the various recommendations within the final report was a recommendation to utilize a planning consultant to provide planning services. In March of that year the Village accepted a proposal from the planning firm WBK Associates to provide planning services on an as-needed basis, and Ms. Jo Ellen Chalton was assigned to the Village as a planning consultant. Jo Ellen recently accepted a full-time position with the City of DeKalb, and the left WBK in June. Since that time, WBK has designated Ms. Anna Franco as our primary planning consultant.

At the time the Village first engaged WBK Associates to provide planning services to the Village, the firm had an association with Christopher B. Burke Engineering, Ltd. (CBBEL) which enabled monthly invoices to be submitted through the monthly CBBEL invoices. That arrangement no longer exists, so the Village must now enter into a direct services agreement with WBK Associates for planning consulting services.

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

After several discussions to review the scope of services required, WBK drafted the attached proposal for planning consultant services, along with General Terms and Conditions for the engagement. Highlights include:

- Professional on-going planning consulting services for all aspects of usual planning and zoning needs for development related projects and special planning projects.
- Ms. Anna Franco will serve as the primary planning consultant, will maintain regular office hours at the Village, and will attend plan commission meetings and Village Board meetings as needed.
- Ms. Franco's hourly billing rate is \$98.00/hr. (compared to Jo Ellen's rate of \$110.00/hr.)
- The agreement may be terminated by either party upon 60 days advanced written notice.

Both the proposal and General Terms and Conditions for this engagement have been reviewed and approved by the Village Attorney.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 16-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL
PLANNING SERVICES - WBK ENGINEERING, LLC

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to accept and execute a proposal for professional planning services between the Village of Willowbrook and WBK Engineering, LLC, along with General Terms and Conditions for the engagement, a copy of which is attached hereto as "Exhibit A", which is by this reference expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of August 2016.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

WBK Opportunity 2016.0174

WBK ENGINEERING, LLC.

PROPOSAL

Willowbrook Planning Services | Willowbrook, Illinois



116 West Main Street, Suite 201
St. Charles, Illinois 60174
P: 630.443.7755
F: 630.443.0533

www.wbkengineering.com



July 13, 2016

Timothy Halik
Village Administrator
835 Midway Drive
Willowbrook, IL 60527

Subject: Village of Willowbrook On-going Planning Consultant Services Agreement

WBK Engineering, LLC is pleased to provide this proposal for planning consulting services to the Village of Willowbrook to continue planning related services. As WBK Engineering, LLC (WBK) has provided you and the Village with these services in the past through Christopher B. Burke Engineering, Ltd. (CBBEL), we appreciate this opportunity to offer a direct services agreement for continued planning and development review services on a project by project basis.

UNDERSTANDING OF THE ASSIGNMENT:

It is our understanding that the Village of Willowbrook wishes to contract for professional on-going planning consulting services for all aspects of usual planning and zoning needs for development related projects for all land-uses within the Village. Project submittals will be initially reviewed for code compliance to determine if permits can be issued without rezoning, variances or special-use permits. If a zoning process is required, the consultant planner will take the lead and direct that process and coordinate with Village staff and other outside consultants as required. It is understood that there will be a wide range of projects from individual single family lots to larger more complex residential or mixed-use developments, larger scale commercial, office, industrial projects and/or redevelopment proposals.

We also anticipate that there may be projects requiring consulting services for Village initiated planning projects such as ordinance amendments, review and update of submittal requirements, process and applications forms, annual review of the zoning map, potential need to review or create sub-area plans, corridor plans as well as potential updates and revisions to the Village of Willowbrook Comprehensive Plan.

We also understand that the Village of Willowbrook desires that WBK will assign an individual planning consultant to the Village for these services, and that regular office hours are established at the Village of Willowbrook Village Hall offices. WBK has identified Anna Franco as the primary designated planning consultant. Ann Franco will attend most Planning Commission meetings and Village Board meetings as needed depending on agenda items.

If required on an as needed basis, WBK may also assign designated tasks to other WBK planning staff to address a specialty item, to assist in timely project reviews, or to cover office hours or meetings and hearings in the case of scheduling conflicts, or due to vacation/sick time of the primary assigned planning consultant.

SCOPE OF WORK

WBK staff will provide on-going site plan review, zoning, PUD and special-use code review and take the lead to direct and coordinate planning and zoning related projects as they move through the staff review and entitlement process. WBK will assign a designated planning consultant to this assignment and establish regular office hours at the Willowbrook Village Hall. The designated primary planning consultant will work in concert with Village Staff and other Village consultants to provide advice regarding applications and to provide advice to and assist applicants as needed.

WBK staff will provide on-going project review for code and ordinance compliance, make determinations regarding the need for rezoning, variances, special-uses and other entitlement process determinations. WBK staff will provide written project reviews and reports and prepare materials for distribution to other staff members and distribution to the Plan Commission and Village Board. WBK staff will prepare for and attend most Plan Commission meetings and Village Board meetings when there are pertinent agenda items to be presented by the designated planning consultant. WBK staff will attend other meetings as may be requested by the Village. Anna Franco will be the designated lead staff member from WBK that will maintain regular weekly office hours at the Village of Willowbrook Village Hall, and will attend Plan Commission and Village board meetings as required. In the event of a conflict or absence by Anna, WBK will provide alternate staff as needed to cover office hours or public meetings.

SUPPLEMENTAL SERVICES

Additional planning services upon request of the Village may include code or ordinance review and recommended amendments, sub-area or corridor planning, annual review of the Village of Willowbrook Zoning Map, potential revisions to the Village of Willowbrook Comprehensive Plan, special planning studies, site plan design, graphics or renderings, 3D renderings, before/after photo simulations, custom aerial photography, GIS mapping, forms or document graphic design and publishing.

PROFESSIONAL FEES

Due to the variability of the projects and the needs of the Village of Willowbrook each project to be reviewed, we will provide services based on a time and materials basis. The actual amount invoiced will be based on the level of effort required or for services as directed by the village. Reimbursable expenses, such as postage, overnight delivery, printing, copying, etc. will be invoiced in addition to professional services at our cost plus 10%. WBK will invoice the Village of Willowbrook monthly based on the attached WBK Engineering, LLC 2016 Standard Charges for Professional Services rate sheet or discounted rates as designated below:

Anna Franco	\$98.00 per hour	Urban Planner II	Designated Willowbrook staff member
Chuck Hanlon	\$140.00 per hour*	Urban Planner V	Planning Consulting
Greg Chismark	\$145.00 per hour *	Engineer VI	Municipal Administration Consulting

**Discounted Hourly Rate*

We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. WBK reserves the right to renegotiate billing rates periodically with the client of which any rate changes are to be approved in writing by the client.

This agreement may be terminated by either party on sixty (60) days advance written notice effective as of the expiration of the notice period.

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

Thank You for the opportunity to continue to provide on-going professional planning consulting services to the Village of Willowbrook. If you have any questions regarding the proposal, please do not hesitate to contact me. If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed.

Sincerely,



Charles M. Hanlon
Urban Planning Principal

Encl: 2016 Schedule of Charges
General Terms and Conditions (February 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF WILLOWBROOK:

BY: _____

TITLE: _____

DATE: _____

WBK ENGINEERING, LLC
2016 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 210
Engineer VI	\$ 185
Engineer V	\$ 165
Engineer IV	\$ 140
Engineer III	\$ 117
Engineer II	\$ 98
Engineer I	\$ 84
Engineering Technician IV	\$ 138
Engineering Technician III	\$ 116
Engineering Technician II	\$ 97
Engineering Technician I	\$ 81
Senior Structural Engineer	\$ 170
Senior Scientist	\$ 170
Environmental Resource Specialist IV	\$ 123
Environmental Resource Specialist III	\$ 94
Environmental Resource Specialist II	\$ 85
Environmental Resource Specialist I	\$ 78
Urban Planner V	\$ 180
Urban Planner IV	\$ 144
Urban Planner III	\$ 120
Urban Planner II	\$ 98
Urban Planner I	\$ 80
Landscape Architect	\$ 94
Professional Land Surveyor	\$ 130
Engineering Intern	\$ 45
Office Professional	\$ 62
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

*WBK Engineering, LLC reserves the right to increase rates and
costs by 5% annually.*

**WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS
FOR THE VILLAGE OF WILLOWBROOK**

1. **Relationship Between Engineer and Client:** WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
7. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.
8. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:
 - It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
 - All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
 - All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
9. **Indemnification:** Engineer shall indemnify and hold harmless Client. Engineer shall defend, indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of Engineer, its employees, agents or assigns.

Client shall indemnify and hold harmless Engineer. Client agrees to defend, indemnify and hold harmless Engineer, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole willful or wanton act of Client, its employees or agents.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of

capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

10. **Limit of Liability:** Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed \$250,000. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

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

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

12. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
13. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
14. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
15. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of

Agreement".

16. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
17. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
19. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
21. **Additional Responsibilities of Client and Engineer:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. The Client shall name the Engineer, its agents and consultants, as an additional insured on the Client's policy or policies of general liability insurance. Client shall provide Engineer a copy of said Certificate of Insurance and shall provide that the Engineer be given thirty (30) days, unqualified written notice prior to cancellation thereof. The Engineer further agrees to name the Client, its agents, employees and elected officials as additional insureds on Engineer's policy or policies of comprehensive and/or commercial general liability insurance including Engineer's policies of insurance for workers' compensation. Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. Engineer shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.
22. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

23. **Payment:** Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Local Governmental Prompt Payment Act (50 ILCS 505/1 *et seq.*).

If Client fails to make payments when due, or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) business days' written notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs incurred through the date of suspension as previously set forth in (Item 4 of) this agreement.

24. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.
- The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS
HELD ON JUNE 17, 2016 AT THE VILLAGE HALL, 835 MIDWAY DRIVE,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of 7:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler, Secretary Stephen Landsman, and Commissioner Joseph Heery. Also present were Chief of Police Mark Shelton, Deputy Chief Robert Schaller, and Executive Secretary Cindy Stuchl.

ABSENT: None

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. OMNIBUS VOTE AGENDA

- a. Review and Approve Minutes - Regular BOPC Meeting -
May 20, 2016

The Commission reviewed the May 20, 2016 minutes.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to approve the May 20, 2016 minutes as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

- b. Review and Approve Minutes - Closed Session BOPC Meeting
- May 20, 2016

The Commission reviewed the May 20, 2016 closed session minutes.

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to approve the May 20, 2016 closed session minutes as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

Chairman Schuler advised that he had a discussion with Administrator Halik about the meeting agendas. Commissioners will notice some future agenda items may be identified as MOTION to indicate that the Board may choose to act on the item at the meeting. Following discussion, the board may choose to defer or not act on the Agenda item.

6. UNFINISHED BUSINESS

a. Discussion/Update - Testing Process

Chief Shelton stated that he has spoken with Selection Works/IO Solutions and scheduled the promotional testing. Chief Shelton advised that he will be posting the testing criteria for the eligible applicants in September. The written exam should be held during the second week in October. The following week will be the oral exams. The existing list expires on November 7, 2016 and the new list should be established by that time.

Chairman Schuler questioned about the notification letter that gets sent to the eligible applicants. Chairman Schuler advised that in the past it was sent from the Chief, he stated that it would be more appropriate that the letters come from the BOPC. Chief Shelton and the commissioners concurred.

Chairman Schuler asked if the Chief had determined what scale will be used for awarding the Chief's points. Chief Shelton advised that since Deputy Chief Schaller is in attendance at today's meeting and is eligible to take the promotional test, the Chief declined to make any comments at this time. Chief Shelton stated that he does have the criteria established and will further discuss them with the BOPC at a future meeting.

7. NEW BUSINESS

a. MOTION - Amendment to Rules and Regulations -
Promotional Exams

Chairman Schuler advised that when Chief Shelton was looking into the upcoming promotional testing, he discovered that during the revision of the BOPC Rules and Regulations, the higher education requirement for the promotional testing was inadvertently omitted. BOPC Attorney John Broihier was contacted and determined that it

was an oversight. Attorney Broihier provided an amendment to correct this oversight.

MOTION: Made by Secretary Landsman and seconded by Commissioner Heery to approve the amendment to its current Rules and Regulations.

ROLL CALL VOTE: AYES: Chairman Schuler, Secretary Landsman, and Commissioner Heery. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

b. MOTION - Temporary Waiver of Higher Education Requirements

Chief Shelton advised that he and Deputy Chief Schaller have attended numerous meetings with other police departments. Several departments are having the issue of hiring new patrol officers and those officers then leaving after a short period of employment to join another department. In order to draw a deeper pool of applicants that would have the mentality of staying at an employer for a long period of time, Deputy Chief Schaller made a case and asked the commissioners to consider also accepting applicants that have military, active-duty experience in lieu of the college requirement. Among the benefits offered by Deputy Chief Schaller is that former military seem to be more loyal and work well in a chain of command structure.

Chief Shelton stated that he has spoken to Mayor Trilla and Administrator Halik. Both are in favor of the temporary waiver.

Chairman Schuler advised that specific terms of the optional waiver have been defined and adopted by the State Legislature.

Chief Shelton related that if approved, a temporary waiver of higher education requirements will be adopted for individuals that have served a minimum of 24 months of honorable active duty in the service of the United States Armed Forces or has served 180 days of active combat duty and has not been dishonorably discharged.

Chief Shelton stated that the actual testing process will not change. All applicants will still be required to go through all testing procedures. Deputy Chief Schaller advised that this will allow for a bigger pool of applicants to test. Chairman Schuler pointed out that in 2014, there were more than 100 applicants, seventy-seven (77) of whom are listed on the Final Patrol Officer

Eligibility List that was posted on March 25 2015; and that the Department recently hired the applicant who placed 16 of the 77.

Chairman Schuler related that he would like to reopen and discuss the issue of a Loyalty Pledge at a future meeting.

MOTION: Made by Commissioner Heery and seconded by Secretary Landsman to approve the temporary waiver of higher education requirements for the next round of patrol officer testing.

ROLL CALL VOTE: AYES: Chairman Schuler, Secretary Landsman, and Commissioner Heery. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

8. CLOSED SESSION

Chairman Schuler advised that there was no need for a Closed Session at today's meeting.

9. ADJOURNMENT

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to adjourn the meeting at the hour of 7:41 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

August 19 , 20 16



Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 11, 2016 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Trustee Neal at 5:30 p.m.

2. ROLL CALL

Those present at roll call were Trustee Gayle Neal and Director of Finance Carrie Dittman. Chairman Umberto Davi arrived at 5:33 p.m.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance/Administration Committee held on Monday, June 13, 2016 were reviewed.

Motion to approve made by Trustee Neal. Motion carried.

4. DISCUSSION – Credit Card Processor (Official Payments)

As noted in a previous meeting, the Village executed a contract in November 2015 with Official Payments to add online bill payment as an option to residents and to process credit and debit card payments at the front counter. Director of Finance Dittman relayed that the Village had experienced intermittent issues since going live on March 1, 2016 and after nearly two months of support conference calls, emails, and sales rep on-site visits with both Official Payments and BS & A (Village's software provider) it was finally determined that the cause was due to a VISA regulation that prohibited a service charge from being imposed on utility bills paid in person using a VISA credit or debit card. All other payments could be processed with the service charge using a VISA and the other two credit card companies did not have this same regulation on utility bill payments.

The Village contract with Official Payments, drafted by Official Payments, acknowledges the service fee was to be passed on to the customer for all payment types (utility payments, parking tickets, permits, etc.) and all three credit cards were to be accepted (VISA, MC and Discover). Additionally, the Official Payments sales rep. failed to communicate this VISA regulation to the Village during the implementation and go-live process, and only noted that Official Payments changed its own internal policies about not allowing these payments to be processed once the problem was discovered by the Village. Despite numerous attempts by the Village to contact Official Payments to rectify this situation, Official Payments and their legal department has taken the position that they will not make any accommodations despite their breach of contract.

The Village must now decide which direction to move in to correct this issue. Some options are:

1. cancel the contract with Official Payments and find a new credit card processor (only one other integrates with BS & A and they will likely follow the same VISA regulation);
2. set up a payment kiosk in the Village Hall lobby for people using VISA cards (VISA considers this a web transaction not a point of sale transaction, which was the Official Payments' recommended solution);
3. eliminate fees charged on utility bills paid with a VISA at the front counter (Village would have to absorb fee);
4. eliminate fees charged on utility bills paid with any credit card at the front counter (Village would have to absorb fee);
5. eliminate the acceptance of VISA;
6. consider other options.

Director Dittman reviewed the spreadsheet of credit card payments taken in March 1 – July 5, 2016 which was included in the packet. About 67% of all credit card transactions made are done using a VISA card. In addition, about 49% of all credit card payments are for utility bills (roughly \$4,700 was charged for water bills at the front counter of Village Hall and \$17,500 over the web). Discussion ensued about the possible options, and options 1, 2 and 5 are not efficient or effective options. The committee instructed Director Dittman to see what neighboring communities are doing and they will take those results into account before making a recommendation.

5. REPORT – Monthly Disbursement Reports – June 2016

The Committee reviewed and accepted the disbursement reports for the month of June and key items are highlighted below:

- Total cash outlay for all Village funds – \$1,141,186. Fiscal Year to Date is \$2,329,420.
- Payroll for active employees including all funds - \$302,429 (2 payrolls this month). The average payroll for the year was \$162,706.
- Average daily outlay of cash for all Village funds – \$38,040. Fiscal year to date daily average is \$38,185.
- Average daily expenditures for the General Fund - \$21,011. Fiscal year to date average is \$23,798.

6. REPORT – Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax

All revenues are fiscal year to date collections through June 30, 2016 (unaudited):

- Sales tax receipts - \$580,563 up 4.65% from the prior year. Trending 10.1% over budget.
- Income Tax receipts - \$55,680 down 20.54% compared to the prior year, 2.3% under budget.
- Utility tax receipts - \$150,144 down 2.07% from the prior year, 4.8% under budget, consisting of:
 - Telecomm tax - \$71,179, down 2.97%.
 - Northern IL gas - \$17,651, down 0.64%
 - ComEd - \$61,937, down 0.83%
- Places of Eating Tax receipts - \$87,067 up 1.94% compared to the prior year, trending 11.2% over budget.
- Fines - \$20,455 down 25.86% compared with the prior year, 24.15% under budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$137,439 up 91.10% from the prior year receipts, trending 39.5% above budget. The budget for the first 4 months of FY 2016/17 was reduced due to the Rt. 83/63rd St. intersection cameras being out of service due to the road construction project.
- Building Permit receipts - \$41,225 up 26.73% from the prior year.
- Water sales receipts - \$598,668 up 4.85% from the prior year, 2.41% below budget.

- Hotel/Motel Tax receipts - \$39,612 up 293.37% compared with the prior year, since May & June 2015 collections (from April & May 2015 tax receipts) were still taxed at 1%. The hotel/motel tax rate increased to 5% effective June 1, 2015. Three of the four hotels are open and active.
- Motor Fuel Tax receipts - \$38,737 up 0.59% compared with the prior year, 0.5% below budget.

The reports above were approved by Chairman Davi and Trustee Neal.

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

There were no communications received.

9. ADJOURNMENT

Motion to adjourn at 5:59 p.m. was made by Chairman Davi, seconded by Trustee Neal.

(Minutes transcribed by: Carrie Dittman, 7/12/2016)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
JULY 11, 2016 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 5:34 PM.

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Paul Oggerino, and Village Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the June 13, 2016 regular meeting of the Municipal Services Committee, Trustee Oggerino made a motion to approve the minutes as presented. Chairman Mistele seconded the motion. Motion Carried

4. DISCUSSION – FY 2016/17 Motor Fuel Tax (MFT) Funded Roadway Maintenance Program – Review of Bids

Administrator Halik reminded the Committee that this year's Motor Fuel Tax (MFT) Roadway Maintenance Program will include the resurfacing of 1.47 miles of roadways within the southwest quadrant of the Village, crack sealing in various areas, full-depth patching on various streets throughout the Village, and replacement of worn pavement markings. The public bid opening for this year's program was held at the Village Hall on Monday, June 20, 2016 at 10:00 AM. A total of three (3) sealed bids were received prior to the deadline with the lowest bid received from Crowley Sheppard Asphalt, Inc. in the amount of \$263,720.81, which includes the bid alternate of also completing Midway Drive from Kingery Highway to Clarendon Hills Road. Halik advised that Crowley-Sheppard Asphalt, Inc. is an IDOT pre-qualified bidder, and they have performed work in the Village in the past, including annual roadway maintenance programs. The company is well qualified to complete our roadway maintenance program this year. Halik shared that the base bid plus alternate bid amount of \$263,720.81 is \$84,689.65 below the engineer's estimate of probable cost for the project. The Village had allocated a total of \$286,878.92 to be spent in this year's road maintenance program. Therefore, this bid amount is \$23,158.11 below the set project budget. Halik advised that this will help offset any added expenses from the Clarendon Hills Road STP project currently underway. Halik stated that staff would recommend that the low bid submitted by Crowley-Sheppard Asphalt, Inc. be accepted and that the contract be awarded to them for the 2016 MFT Roadway Maintenance Program in the amount of \$263,720.81. Once the Village Board awards the contract, staff will schedule a preconstruction meeting with the contractor. After which, the Village will issue the Notice to Proceed, and the work will begin. Staff anticipates that the work would start this month. Halik also reminded the Committee that the bid award will also be considered by the Village Board on tonight's meeting agenda. The Committee concurred with the staff recommendation and look forward to the completion of the project.

5. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of June 2016. Halik advised that the Village received about \$13,426 in permit revenue for the month. This amount represents 18% of the total budgeted amount of revenue for fiscal year 2016/17.
- b. Administrator Halik shared the water system pumpage report for May 2016. The report indicates that the Village pumped 31,048,000 gallons of water in the month. This amount is about 6% more than was pumped in May of 2015, and represents the first month in the new fiscal year.
- c. Administrator Halik shared the June 2016 scavenger reports from the vendor, Republic Services. This report contains information pertaining to the tons of refuse and recyclable material collected by the scavenger in Willowbrook for each month.
- d. Administrator Halik reviewed the June 2016 Clarke Environmental Program Update, and called attention to the low trap count numbers so far.

6. VISITOR'S BUSINESS

(None)

7. COMMUNICATIONS

(None)

8. ADJOURNMENT

Motion to adjourn was made by Chairman Misteale. Seconded by Trustee Oggerino. The meeting was adjourned at 5:45 PM.

(Minutes transcribed by: Tim Halik, 8/2/16)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, JULY 5, 2016, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Ron Kanaverskis, Laurie Landsman, Rene Schuurman, and Doug Stetina.

ABSENT: Commissioners Lorraine Grimsby and Carol Lazarski, and at time of Roll Call –
Commissioner Rob Pionke

Also present were Village Trustee Sue Berglund and Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JUNE 7, 2016

The Commission reviewed the June 7, 2016 minutes.

MOTION: A Motion was made by Commissioner Stetina and seconded by Commissioner Schuurman to approve the June 7, 2016 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Landsman, Schuurman, and Stetina. NAYS: None. ABSENT: Commissioners Grimsby, Lazarski, and Pionke.

MOTION DECLARED CARRIED

*** NOTE: Commissioner Pionke arrived at 7:05 p.m.

4. DISCUSSION – LAKE HINSDALE PARK RENOVATION PROJECT, REVIEW OF CONCEPTUAL DESIGNS

Todd Stanton from Design Perspectives gave a presentation on two different concepts to renovate Lake Hinsdale Park. Both consisted of a walking path, benches, playground equipment, and components for garden plots. The second concept includes the addition of a shade structure. The estimated costs for the first concept is just under \$65,000.

After discussion, the consensus of the Commission was to forward the first concept to the Village Board for approval.

5. DISCUSSION – WILLOW POND PARK VETERAN’S MEMORIAL, PROPOSED LANDSCAPE IMPROVEMENTS

Interim Superintendent Fenske related that an evaluation was completed for landscape improvements around the Veterans’ Memorial at Willow Pond Park. The proposal submitted by Hinsdale Nurseries, including labor and materials, is \$4,575. The commissioners suggested that a different plant be used instead of the barberry plants be replaced with something that does not have thorns.

6. DISCUSSION – SPECIAL EVENT UPDATES/PLANNING:

- a. Fishing Derby, Willow Pond Park, June 25, 2016

Interim Superintendent Fenske advised that there were 22 children registered and 14 attended. The most fish caught by one child was 20. The largest fish caught was 6 ½”.

- b. Touch-A-Truck, Willow Commons Center, July 8, 2016

Interim Superintendent Fenske reminded the Commissioners that this event will be this coming Friday.

- c. Movie Night in the Park, Community Park, July 15, 2016

Interim Superintendent Fenske stated that the movie will be the Minions. Chick-fil-A is sponsoring the event and will be providing refreshments. Flyers have been posted in their store and also distributed to children during softball games.

7. VISITOR’S BUSINESS

None presented.

8. COMMUNICATIONS

Commissioner Stetina provided information for a magician for the Christmas party.

Interim Superintendent Fenske advised that he had received a thank you letter from the Children’s Organ Transplant Association for the donation from the 5K race.

Interim Superintendent Fenske stated that he received an email from the Burr Ridge Park District asking for when the 2017 5K Race will be held. Commissioner Schuurman related that he will check dates for surrounding area races and forward information to the members.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Pionke to adjourn the meeting at the hour of 8:20 p.m.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Landsman, Pionke, Schuurman, and Stetina. NAYS: None. ABSENT: Commissioners Grimsby and Lazarski.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

August 2, 2016

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, JULY 20, 2016, AT THE LITTLE THEATER AT HINSDALE SOUTH HIGH SCHOOL, 7401 CLARENDON HILLS ROAD, DARIEN, ILLINOIS

1. CALL TO ORDER

Commissioner Remkus called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Lacayo, Remkus, Soukup, Kaucky and Ruffolo. Also present were Village Planner Anna Franco, Building Inspector Roy Giuntoli and Administrative Intern Tiffany Kolodziej.

Absent: Chairman Kopp and Vice-Chairman Wagner.

3. Motion was made by Commissioner Lacayo to appoint Commissioner Remkus as Chairman Pro Tempore. Motion was seconded by Commissioner Soukup.

4. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Special Meeting June 8, 2016
- C. Minutes – Village Board Meeting May 9, May 23, June 13, and June 27, 2016

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Lacayo, to approve the Omnibus Vote Agenda.

MOTION DECLARED CARRIED

5. PLAN COMMISSION CONSIDERATION: 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.

- A. PUBLIC HEARING
- B. DISCUSSION/RECOMMENDATION

See Court Reporter Minutes

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

6. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 16-10: Holmes Elementary School Modular Classrooms, 5800 South Holmes Avenue, Clarendon Hills, Illinois 60514. 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

- A. PUBLIC HEARING
- B. DISCUSSION/RECOMMENDATION

See Court Reporter Minutes

MOTION: Made by Ruffolo seconded by Kaucky 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 special uses and variances as shown in Attachments 1 and 2 of the staff report prepared for the July 20, 2016 Plan Commission for PC 16-10, and recommend approval of an amendment to the existing special use to allow a variation from 9-10-5 (K) to reduce the minimum required on-site parking spaces, a variation from 9-10-5 (B) to allow off-site parking on an adjacent lot with an existing use, and a variation from 9-10-5 (O) to allow nine (9) overnight bus parking stalls, to allow two (2) temporary modular classrooms on the subject property, subject to the following conditions:

1. Additional landscaping, including four (4) evergreen trees and one (1) deciduous tree, shall be added to the Landscape Plan, and that the Landscape Plan shall be prepared per Village code requirements.
2. Construction and maintenance of the modular classrooms shall at all times be in substantial compliance with the plans identified in the attachments of the July 20, 2016 staff report for PC 16-10.
3. The two (2) temporary modular classrooms shall be allowed for a period of three (3) years from the date of approval of the zoning request by the Village Board.

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

MOTION DECLARED CARRIED

7. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 16-07: Compass Event Center, 635 Joliet Road. Consideration of a 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.
 - A. PUBLIC HEARING
 - B. DISCUSSION/RECOMMENDATION

See Court Reporter Minutes

MOTION: Made by Lacayo seconded by Kaucky 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 a Special Use Permit as shown in Attachment 1 of the Staff Report prepared for the July 20, 2016 Plan Commission for PC 16-07, and recommend approval of 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, as outlined in this Staff Report, prepared for the May 18, 2016 Plan Commission meeting for PC 16-07, to develop a 45,934 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, subject to the following conditions:

1. The submitted revised engineering plans, included as Attachment 2, be completed as reviewed and approved by the Village Engineer.
2. The applicant shall provide a copy of the document that granted the existing Ingress and Egress Easement on the east end of the subject property to Village Staff.
3. The applicant shall work with the owners of the 7-11 property to amend or eliminate the existing Ingress and Egress Easement on the east end of the subject property and provide Staff with new documentation of the amended or eliminated Ingress and Egress Easement.
4. The applicant shall revise existing plans to eliminate the two (2) digital signs directed to I-55 and reduce the size of the front wall sign and the monument sign to be in conformance with the Village code.
5. The special use permit shall be null and void if construction for the proposed use is not commenced and a certificate of occupancy is not granted within twelve (12) months of the date of any approval of the special use by the Village Board.
6. Plans shall be submitted prior to the Village Board meeting specifying the fire hydrant locations to be approved by Tri-State Fire Protection District 1.

7. The applicant shall include proposed use on the approved plans, prior to Village Board approval. Future modifications to the use of any room subject to administrative review to determine whether a major change amendment is required based on parking.
8. The petitioner and Village Staff will collaboratively investigate the feasibility of burying the power wire and removing the pole west along the north side of Frontage Road as part of the project.
9. A parking agreement shall be executed to accomplish the following:
 - a. Stipulates parking near the front for "Employees Only"
 - b. Parking shall be in designated parking spaces only (drive aisles shall be kept clear)
 - c. Semis shall not park on the site, except in the one loading spot and only when loading and unloading products.
10. Cigar Lounge use is not allowed.

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

MOTION DECLARED CARRIED

8. VISITOR'S BUSINESS

None.

9. COMMUNICATIONS

None.

10. ADJOURNMENT

MOTION: Made by Commissioner Soukup, seconded by Commissioner Lacayo, to adjourn the regular meeting of the Plan Commission at the hour of 9:15 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

August 17, 2016

Minutes transcribed by Joanne Prible.


Chairman

A G E N D A

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on July 11th, 2016, at 5:30 p.m. at the Willowbrook Village Hall, 835 Midway Drive, in the Village of Willowbrook, DuPage County, Illinois.

Call to Order

The meeting was called to order at 5:33 p.m.

Roll Call

Those present at roll call were Chief Mark Shelton, Deputy Chief Robert Schaller, Chairman of the Public Safety Committee Terrence Kelly, and Trustee Sue Berglund.

1. Reviewed the June 13th, 2016 Public Safety Committee Meeting Minutes.
The Committee approved the June 13th, 2016 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 05/23/2016-06/19/2016 - Information.
Chief Shelton explained the increased overtime for 05/23/16-06/19/16 was because of manpower and scheduling due to light duty, F.T.O., one officer in the academy along with shift coverage. Also, the qualification firearms course and holiday time were reasons for the increase.
4. Reviewed the Monthly Expenditure Report for June 2016 – Information.
5. Reviewed the Monthly Offense Summary Report for June 2016 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information.
 - Detective John Handzik
 - Officer Timothy Kobler
 - Officer Jose Lopez
 - Officer Ted Kolodziej
7. Discussion Items
 - Update - New Officers / F.T.O. Completion
Both the Chief and Deputy Chief discussed the completion of Officer Huntley's Field Training Program. Officer Huntley is assigned to the Midnight Shift, 11pm-7am.

The Committee was advised that Officer Vanderjack is progressing very well with

his Field Training with an anticipated completion date to be the first week of August.

- Update - Department Weapon Qualification
Deputy Chief Schaller discussed the annual qualification shoot and some of the range activities that officers completed. The Chief advised that the officers qualified with their duty weapons, off duty weapons and rifles. There are (2) officers who are on light duty who will qualify when they are off of light duty.

8. * Visitor's Business (public comment is limited to three minutes per person).
None

9. Adjournment

The meeting was adjourned at 6:02 p.m.

Next Meeting Scheduled August 8th, 2016 At 5:30 P.M.