

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, NOVEMBER 28, 2011, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. 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 - November 14, 2011 - (APPROVE)
 - c. Minutes - Executive Session Meeting - October 24, 2011 - (APPROVE)
 - d. Warrants - \$156,931.01 (APPROVE)
 - e. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook Title 8, Section 8-3-3 - Stop Streets (PASS)
 - f. Proclamation - A Proclamation for December as Drunk and Drugged Driving (3D) Prevention Month (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2011 AND ENDING APRIL 30, 2012, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
8. ORDINANCE - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN ESCROW DEPOSIT AGREEMENT WITH WILLOWBROOK TOWN CENTER LLC
10. REPORT - Budget Preview Presentation
11. ORDINANCE - AN ORDINANCE AUTHORIZING THE AMENDMENT OF THE ELIGIBILITY FOR BENEFITS PROVISIONS IN THE VILLAGE'S EXISTING GROUP BASIC LIFE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY BY ADDING TO THE LIST OF SAID POLICY'S BENEFITTED CLASSES A SIXTH CLASSIFICATION CONSISTING OF (A) THOSE PERSONS HOLDING THE OFFICES OF VILLAGE MAYOR AND VILLAGE CLERK FOLLOWING THE GENERAL MUNICIPAL ELECTION IN 2013, AND (B) THOSE PERSONS HOLDING THE OFFICES OF VILLAGE TRUSTEE FOLLOWING THE GENERAL MUNICIPAL ELECTIONS OF 2013 AND 2015

OLD BUSINESS

12. COMMITTEE REPORTS
13. ATTORNEY'S REPORT
14. CLERK'S REPORT
15. ADMINISTRATOR'S REPORT
16. MAYOR'S REPORT
17. EXECUTIVE SESSION
 - a. REVIEW 2011 MINUTES - Pursuant to 5 ILCS 120/2 (c) (21) Regarding the Minutes of Executive Session Meetings that were Lawfully Closed Under the Open Meetings Act
 - b. Consideration of the Performance of an Occupant of a Village Office Pursuant to Chapter 5 ILCS 120/2(c)(3)
18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, NOVEMBER 14, 2011 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Robert Napoli.

2. ROLL CALL

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

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief Mark Shelton, Deputy Chief Paul Oggerino, Management Analyst Garrett Hummel, Planning Consultant Jo Ellen Charlton, Deputy Clerk Debbie Hahn, and Executive Secretary Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

Mayor Napoli wanted to acknowledge the efforts and sacrifices that our veterans, both men and women, that have given their lives and the ongoing conflicts and to keep them in our prayers and thank them for their service.

4. VISITOR'S BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Regular Board Meeting - October 24, 2011 (APPROVE)
- c. Minutes - Executive Session Meeting - June 13, 2011 (APPROVE)
- d. Minutes - Executive Session Meeting - June 27, 2011 (APPROVE)
- e. Minutes - Executive Session Meeting - July 11, 2011 (APPROVE)
- f. Minutes - Executive Session Meeting - July 18, 2011 (APPROVE)
- g. Minutes - Executive Session Meeting - August 8, 2011 (APPROVE)

- h. Minutes - Executive Session Meeting - September 12, 2011 (APPROVE)
- i. Minutes - Executive Session Meeting - September 26, 2011 (APPROVE)
- j. Minutes - Executive Session Meeting - October 10, 2011 (APPROVE)
- k. Warrants - \$239,303.92 (APPROVE)
- l. Monthly Financial Report - October 31, 2011
- m. FY 2012/13 Budget Schedule (APPROVE)

Mayor Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda. Mayor Napoli requested that a word be changed under Item 12 - Mayor's Report.

MOTION: Made by Trustee Davi, seconded by Trustee Baker to approve with corrections the Omnibus Vote Agenda, as presented.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. Nays: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE - AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE - 6950 KINGERY HIGHWAY - STRIVE MARTIAL ARTS

Planning Consultant Charlton introduced Bill Thompson, owner of Strive Martial Arts, and Lawrence Freedman, attorney representing the business and property owner. Ms. Charlton stated that the property is located just north of Plainfield Road and just south of the Burger King. This particular shopping center contains Dominos Pizza, Subway, and Radio Shack. The occupant is looking to occupy the remaining 5,600 square feet. The existing occupants of the plaza require all the provided parking spaces per the parking provisions of the Zoning Ordinance. No new tenant could legally occupy the vacant location without relief from the strict parking requirements.

Two of the existing businesses are restaurants; however, they are primarily carry-out locations. The ordinance does not distinguish between a sit-down restaurant and carry-out. The Plan Commission and staff did an analysis of parking counts and found that there were no more than 13 cars on the site at any given time. The Plan Commission determined that there would be no negative impact on parking.

MOTION: Made by Trustee Baker, seconded by Trustee Mistele to adopt Ordinance No. 11-O-18, as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. Nays: None.

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA

This item was deferred.

8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN ESCROW DEPOSIT AGREEMENT WITH WILLOWBROOK TOWN CENTER LLC

This item was deferred.

9. REPORT - THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES, INC. (CALEA) ASSESSMENT REPORT FOR THE WILLOWBROOK POLICE DEPARTMENT 2011

Chief Shelton summarized the CALEA report that was received from the On-Site Team Leader from Jacksonville, North Carolina. This report will be submitted to the full commission in Mobile, Alabama in March of 2012 for their approval.

The report was very favorable to the Village and Police Department. It was received by the Board.

10. REPORT - ANNUAL PENSION BOARD PENSION FUND REPORT

The report was submitted and accepted by the Board.

PRIOR BUSINESS

11. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Trilla had no report.

12. ATTORNEY'S REPORT

Attorney Hennessy had no report.

13. CLERK'S REPORT

Clerk Hansen had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halik distributed copies of the results of the 2011 Citizen's Survey. 1,000 surveys were randomly mailed out in July of this year: 2/3 in the multi-family areas and 1/3 in the single family areas. Administrator Halik advised that generally all the responses were positive. Details will be addressed at the next meeting during the Board Budget Preview.

15. MAYOR'S REPORT

Mayor Napoli had no report. Mayor Napoli wanted to announce that effective Monday, November 21, 2011 there will be a lateral movement within the staff. Deborah Hahn will be returning to the police department as a Police Secretary and Cindy Stuchl will become the Executive Secretary.

16. EXECUTIVE SESSION

- a. REVIEW 2011 MINUTES - Pursuant to 5ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act
- b. Consideration of the Performance of an Occupant of a Village Office Pursuant to Chapter 5 ILCS 120/2(c)(3)
- c. Consideration of the Performance of another Occupant of a Village Office Pursuant to Chapter 5 ILCS 120/2(c)(3)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Baker, seconded by Trustee Mistele to recess into Executive Session at the hour of 6:48 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. Nays: None.

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:34 p.m.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele, seconded by Trustee Baker, to adjourn the meeting at the hour of 7:34 p.m.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. Nays: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

November 28, 2011.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

November 28, 2011

GENERAL CORPORATE FUND	-----	\$73,117.01
WATER FUND	-----	81,219.08
HOTEL/MOTEL TAX FUND	-----	1,819.92
POLICE PENSION FUND	-----	775.00
TOTAL WARRANTS	-----	\$156,931.01



Tim Halik, Village Administrator

APPROVED:

Robert A. Napoli, Mayor

VILLAGE OF WILLOWBROOK

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BILLS PAID REPORT FOR NOVEMBER, 2011

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACE STORE NO. 11 (17)	11/29 CK# 78779	\$11.25
318383/3 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	11.25
AFTERMATH, INC. (41)	11/29 CK# 78780	\$95.00
JC20-11/130055 OPERATING EQUIPMENT 01-451-401	01-30-630-401	95.00
ANTONIO YANEZ-RODRIGUEZ (1862)	11/29 CK# 78782	\$100.00
2841100127260 RED LIGHT FINES 01-310-503	01-310-503	100.00
ARBORETUM VIEW ANIMAL HOSPITAL (127)	11/29 CK# 78783	\$16.50
13449 OPERATING EQUIPMENT 01-451-401	01-30-630-401	16.50
ASPEN AUTO BODY INC. (125)	11/29 CK# 78784	\$329.69
19510 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	329.69
AT & T SERVICES INC. (2348)	11/29 CK# 78785	\$40.00
83141 11-6023 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	40.00
B GUNTHER & COMPANY INC. (163)	11/29 CK# 78786	\$107.51
81241 REIMB. EXPENSES - MEMORIAL PROGRAM 01-610-352	01-20-565-352	107.51
SUE BERGLUND (2430)	11/29 CK# 78787	\$41.15
HOME TWN SPLS PUBLIC RELATIONS 01-435-365	01-10-475-365	41.15
BINNY'S BEVERAGE DEPOT (201)	11/29 CK# 78788	\$155.42
006-016850 PUBLIC RELATIONS 01-435-365	01-10-475-365	155.42
BLACK GOLD SEPTIC (208)	11/29 CK# 78789	\$310.00
51402 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
CCP INDUSTRIES (272)	11/29 CK# 78790	\$138.29
107856 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	86.14
788119 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	52.15
CEDAR SPRINGS CHRISTIAN STORE (2433)	11/29 CK# 78791	\$527.27
6 101Z-20CHAIRS FURNITURE & OFFICE EQUIPMENT 01-451-405	01-30-630-405	527.27
CHRISTOPHER B. BURKE (333)	11/29 CK# 78792	\$10,712.04
103461 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	110.00
103462 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	110.00
103463 FEES - ENGINEERING 01-505-245	01-35-720-245	110.00
103464 REIMB.	01-40-820-259	199.50
103465 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	199.50
103466 REIMB.	01-40-820-259	564.00
103467 REIMB.	01-40-820-254	1,373.93
103468 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	2,817.72
103469 ROAD SIGNS 01-540-333	01-35-755-333	1,805.27
103470 REIMB.	01-40-820-254	220.00
103471 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	330.00
103497 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	2,872.12
COLLEGE OF DUPAGE (364)	11/29 CK# 78793	\$1,085.00
1215392 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	1,085.00
COMMONWEALTH EDISON (370)	11/29 CK# 78794	\$1,195.30
4215105154NOV11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	486.88
423085170NOV11 RED LIGHT - COM ED	01-30-630-248	60.74
4403140110NOV11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	71.71
6863089003NOV11 RED LIGHT - COM ED	01-30-630-248	63.67
719026027NOV11 RED LIGHT - COM ED	01-30-630-248	45.62
7432089030NOV11 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	466.68

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMPLIANCE POSTER COMPANY (368)	11/29 CK# 78795	\$38.31
388100 OFFICE SUPPLIES 01-420-301	01-10-455-301	38.31
DUPAGE COUNTY PUBLIC WORKS (514)	11/29 CK# 78796	\$51.54
7/31 - 9/30/11 SANITARY USER CHARGE 01-405-385	01-10-466-385	44.25
7/31 - 9/30/11 SANITARY USER CHARGE	01-35-725-417	7.29
GATEWAY SRA (661)	11/29 CK# 78799	\$17,603.61
2ND INSTLMNT SPECIAL REC ASSOC PROGRAM DUES 01-630-518	01-20-590-518	17,603.61
W.W. GRAINGER (1999)	11/29 CK# 78800	\$81.75
1143009675 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	7.36
9683535612 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	5.45
9683535612 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	42.34
9684268676 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	26.60
HOME DEPOT COMMERCIAL (808)	11/29 CK# 78803	\$270.86
0031842 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	99.41
1020074 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	96.18
1020086 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	27.91
2021777 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	17.00
3032693 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	22.90
4021235 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	7.46
HOMER TREE CARE INC. (810)	11/29 CK# 78804	\$2,000.00
19227 TREE MAINTENANCE 01-535-338	01-35-750-338	2,000.00
HR SIMPLIFIED (744)	11/29 CK# 78805	\$325.00
31400 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	325.00
I.M.R.F. PENSION FUND (917)	11/29 CK# 78806	\$2,627.33
NOVEMBER 2011 SLEP PENSION 01-420-155	01-10-455-155	2,627.33
I.R.M.A. (966)	11/29 CK# 78808	\$1,576.74
AUG 11 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	575.09
OCT 11 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	155.00
OCT 11 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	1,596.06
OCT 11 SELF INS - DEDUCTIBLE 01-515-272	01-35-730-272	1,606.00
SEPT 11 SELF INS - DEDUCTIBLE 01-515-272	01-35-730-272	-2,355.41
ILLINOIS GIRLS LACROSSE ASSN (2219)	11/29 CK# 78809	\$396.00
267/SEPT 11 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	396.00
IMPRINT ENTERPRISES INC (2431)	11/29 CK# 78810	\$567.95
260761 OPERATING EQUIPMENT 01-451-401	01-30-630-401	567.95
INDUSTRIAL ELECTRICAL SUPPLY (929)	11/29 CK# 78811	\$169.40
202391 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	157.50
202526 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	11.90
KING CAR WASH (1057)	11/29 CK# 78812	\$570.50
60-OCT 11 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	570.50
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	11/29 CK# 78813	\$371.63
219404902 COPY SERVICE 01-420-315	01-10-455-315	371.63
LAURIE LANDSMAN (1117)	11/29 CK# 78814	\$104.75
HLIDY PRTY GFTS CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	104.75
LASERCRAFT INC (2300)	11/29 CK# 78815	\$2,019.00
CLTN 436/OCT11 RED LIGHT - MISC FEE	01-30-630-249	2,019.00
LONG MARK (1165)	11/29 CK# 78816	\$438.39
UNIFORMS UNIFORMS 01-451-345	01-30-630-345	438.39

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
LUCIANO SALINAS (1862)	11/29 CK# 78817	\$100.00
2841100102651 RED LIGHT FINES 01-310-503	01-310-503	100.00
MAK TRUCKING (1862)	11/29 CK# 78818	\$100.00
72415 TRAFFIC FINES 01-310-502	01-310-502	50.00
72790 TRAFFIC FINES 01-310-502	01-310-502	50.00
MIDCO (1268)	11/29 CK# 78819	\$34.00
252952 PHONE - TELEPHONES 01-420-201	01-10-455-201	34.00
MIDWEST LASER SPECIALISTS, INC (1276)	11/29 CK# 78820	\$1,225.94
1067866 OPERATING SUPPLIES 01-451-331	01-30-630-331	1,047.96
1068038 OPERATING SUPPLIES 01-451-331	01-30-630-331	177.98
MUNICIPAL EMERGENCY SERVICES (1320)	11/29 CK# 78821	\$294.72
275344 UNIFORMS 01-451-345	01-30-630-345	294.72
NATIONAL FIRE PROTECTION ASSN (1338)	11/29 CK# 78822	\$165.00
410775 - 2012 FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	165.00
ORKIN EXTERMINATING (1439)	11/29 CK# 78823	\$70.53
D2604360/NOV11 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	70.53
PCS INTERNATIONAL (2201)	11/29 CK# 78824	\$180.00
127279 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	180.00
PETTY CASH C/O TIM HALIK (1492)	11/29 CK# 78825	\$248.06
11/18/11 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	15.00
11/18/11 PUBLIC RELATIONS 01-435-365	01-10-475-365	213.06
11/18/11 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	20.00
PRO-TEK LOCK AND SAFE (1547)	11/29 CK# 78826	\$33.40
78253 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	33.40
RAY O'HERRON (1593)	11/29 CK# 78827	\$1,053.40
44788 OPERATING EQUIPMENT 01-451-401	01-30-630-401	1,053.40
SCOTT CONTRACTING INC (1682)	11/29 CK# 78828	\$400.00
2073 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	400.00
SIGNS NOW (1717)	11/29 CK# 78829	\$22.60
195-41483 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	22.60
SOUTHWEST CENTRAL DISPATCH (1751)	11/29 CK# 78830	\$20,992.12
DEC 11 RADIO DISPATCHING 01-483-235	01-30-675-235	20,992.12
STETINA DOUGLAS & FRAN (1785)	11/29 CK# 78831	\$300.57
HLDY GFTS PRTY CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	300.57
STONE WHEEL INC (1780)	11/29 CK# 78832	\$111.72
824791 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	111.72
TIRE SERVICES COMPANY (2432)	11/29 CK# 78833	\$1,435.40
J13649 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,435.40
UNIFIRST (1926)	11/29 CK# 78834	\$166.95
0610641444 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	166.95
WAREHOUSE DIRECT (2002)	11/29 CK# 78835	\$589.94
1337735-0 PHONE - TELEPHONES 01-451-201	01-30-630-201	17.39
1340249-0 OFFICE SUPPLIES 01-420-301	01-10-455-301	393.28
1340249-0 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	9.29
1343130-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	70.11
1343131-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	61.17
1343234-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	38.70

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
WESTFIELD FORD (2028)	11/29 CK# 78837		\$1,098.25
319010 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	44.25
319999 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	540.95
320202 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	494.80
320338 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	18.25
WESTOWN AUTO SUPPLY COMPANY (2026)	11/29 CK# 78838		\$44.88
40773 MAINTENANCE - EQUIPMENT 01-525-411		01-35-740-411	44.88
WILLOWBROOK FORD INC. (2056)	11/29 CK# 78839		\$127.35
8011165/1 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	127.35
THE YOGA TEACHERS' GROUP INC (2109)	11/29 CK# 78840		\$245.00
200A FALL 11 FALL PROGRAM MATERIALS & SERVICES 01-622-118		01-20-580-118	245.00
TOTAL GENERAL CORPORATE FUND			\$73,117.01

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	11/29 CK# 78781	\$507.69
92825/DEC-FEB12 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593/DEC-FEB12 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594/DEC-FEB12 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
DUPAGE WATER COMMISSION (521)	11/29 CK# 78798	\$68,463.63
9372/OCT 11 PURCHASE OF WATER 02-420-575	02-50-420-575	68,463.63
W.W. GRAINGER (1999)	11/29 CK# 78800	\$50.07
9683065685 MAINTENANCE - METER EQUIPMENT 02-435-463	02-50-435-463	50.07
H-B-K WATER METER SERVICE (739)	11/29 CK# 78801	\$1,585.38
11-544 METER REPLACEMENT 02-435-462	02-50-435-462	70.00
11-574 NEW - METERING EQUIPMENT 02-435-461	02-50-435-461	1,515.38
WAREHOUSE DIRECT (2002)	11/29 CK# 78835	\$12.31
1340249-0 OFFICE SUPPLIES 02-401-301	02-50-401-301	12.31
WATER TOWER CLEAN & COAT INC (2008)	11/29 CK# 78836	\$10,600.00
WT7594 PAINTING - WATER TOWERS 02-440-643	02-50-440-643	10,600.00
TOTAL WATER FUND		\$81,219.08

VILLAGE OF WILLOWBROOK

RUN DATE: 11/18/11

BILLS PAID REPORT FOR NOVEMBER, 2011

PAGE: 6

RUN TIME: 02:24PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	11/29 CK# 78797	\$1,572.69
488 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	572.69
NOVEMBER 11 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
HOLIDAY INN WILLOWBROOK (804)	11/29 CK# 78802	\$247.23
185109 WINE & DINE INTELLIGENTLY 03-436-378	03-53-436-378	247.23
TOTAL HOTEL/MOTEL TAX FUND		\$1,819.92

VILLAGE OF WILLOWBROOK

RUN DATE: 11/18/11

BILLS PAID REPORT FOR NOVEMBER, 2011

PAGE: 7

RUN TIME: 02:24PM

POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
I.P.P.F.A. (963)	11/29 CK# 78807	\$775.00
2012 DUES FEES DUES SUBSCRIPT 07-401-307	07-62-401-307	775.00
TOTAL POLICE PENSION FUND		\$775.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR NOVEMBER, 2011

RUN DATE: 11/18/11

SUMMARY ALL FUNDS

RUN TIME: 02:24PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	73,117.01	*
02-110-105	WATER FUND-CHECKING 0010330283	81,219.08	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	1,819.92	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	775.00	*
TOTAL ALL FUNDS		156,931.01	**

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK – TITLE 8, CHAPTER 3, SECTION 3, – STOP STREETS

AGENDA NO. 5e

AGENDA DATE: 11/28/11

STAFF REVIEW: MARK SHELTON

SIGNATURE: Mark Shelton

LEGAL REVIEW: WILLIAM HENNESSY

SIGNATURE: William Hennessy

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: TE Hled

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The Village Staff requests the language of Village Code 8-3-3: Stop Streets be amended to include a new intersection as follows:

Controlling northbound traffic on Holmes Avenue at its intersection with 58th Place.

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

The Village Staff recommends the Mayor and Board of Trustees pass the attached Ordinance amending Village Code 8-3-3: Stop Streets.

ACTION PROPOSED:

PASSAGE OF AMENDED ORDINANCE

ORDINANCE NO. 11 - 0 - _____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 8, CHAPTER 3, SECTION 3, - STOP STREETS

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

SECTION ONE: That Title 8, Chapter 3, Section 3, of the Village Code of the Village of Willowbrook entitled "STOP STREETS" is hereby amended by adding thereto a new intersection, as follows:

"8-3-3 STOP STREETS:

Controlling northbound traffic on Holmes Avenue at its intersection with 58th Place.

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

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

PASSED and APPROVED this _____ day of _____, 2011.

APPROVED:

Mayor

ATTEST:

Village Clerk

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

Proclamation

IN RECOGNITION of continued awareness for traffic safety, the Village of Willowbrook acknowledges that motor vehicle crashes killed 927 people in Illinois during 2010; and

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the community of Willowbrook is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that we do hereby proclaim December 2011 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Willowbrook and do hereby call upon all citizens, government, agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

Proclaimed this 28th day of November, 2011.

Village Mayor

Village Clerk



WHEREAS, motor vehicle crashes killed 927 people in Illinois during 2011; and,

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs, and,

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and,

WHEREAS, for thousands of families across the state and the nation, these holidays are a sad time to remember loved ones they lost to impaired drivers during previous holiday seasons or other times throughout the year; and,

WHEREAS, organizations across the state and the nation are joined by the Drive Sober or Get Pulled Over campaign, among others, to foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts, and,

WHEREAS, the State of Illinois is proud to partner with cities, towns, villages and other traffic safety groups in an effort to make our roads and streets safer, and,

THEREFORE, I, Pat Quinn, Governor of the State of Illinois, do hereby proclaim December 2011 as **DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH** in Illinois, and call upon all citizens, government, agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.



Done at the Capitol, in the City of Springfield,
this EIGHTH *day of* NOVEMBER *, in*
the Year of Our Lord two thousand and
ELEVEN *, and of the State of Illinois*
the one hundred and NINETY-THIRD

Deese White

SECRETARY OF STATE

Pat Quinn

GOVERNOR



Illinois Department of Transportation

Division of Traffic Safety

1340 North 9th Street / P.O. Box 19245 / Springfield, Illinois / 62794-9245

November 9, 2011

Dear Mayor/Village President:

In 2010, motor vehicle crashes killed 927 people in Illinois. Hundreds of those deaths continue to happen at the hands of an alcohol and/or drug-impaired driver just as in years past.

Unfortunately, December can be one of the deadliest times of the year for impaired driving. We are inviting your town to join the state of Illinois in proclaiming December as National Drunk and Drugged Driving (3-D) Prevention Month. Educating citizens, businesses and schools in your community on the dangers of impaired driving and in promoting safe and healthy behavior is extremely important.

Attached is a copy of the Illinois proclamation and also a sample proclamation for your use. Also attached is a sample news release for media outlets in your area. Impaired driving is a public safety menace, and we thank you for joining us in the continued effort to reduce alcohol-related motor vehicle fatalities and injuries, not only during the holiday season but throughout the year. If you have questions or concerns, or if you would like the enclosed documents in electronic format, please contact Shannon Alderman at 217/557-6670 or by e-mail at shannon.alderman@illinois.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Michael R. Stout".

Michael R. Stout
Director

Attachments (3)



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

October 28, 2011

Mayor

Robert A. Napoli

Mrs. Betty Fencil
5904 Western Ave
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 353095.000
Delinquent Water Bill

Dear Mrs. Fencil:

Please be advised that your water bill is now delinquent in the amount of \$118.10. 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 November 28, 2011, 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 President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 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.

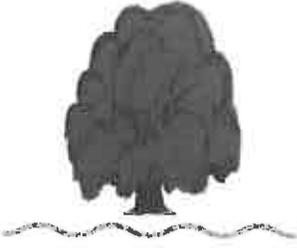
Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



"A Place of American History"



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

October 28, 2011

Mayor

Robert A. Napoli

Mr. Michael Klicpera
6544 Tennessee Ave
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 352980.001
Delinquent Water Bill

Dear Mr. Klicpera:

Please be advised that your water bill is now delinquent in the amount of \$111.13. 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 November 28, 2011, 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 President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 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

TJH:pkp



"A Place of American History"



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

October 28, 2011

Mayor

Robert A. Napoli

Mr. Donald Lindeman
319 59th St
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 352660.000
Delinquent Water Bill

Dear Mr. Lindeman:

Please be advised that your water bill is now delinquent in the amount of \$89.64. 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 November 28, 2011, 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 President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 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

TJH:pkp



"A Place of American History"



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

October 28, 2011

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Mr. Kevin Mc Carthy
5918 Clarendon Hills Rd
Willowbrook Il 60527

Re: Account No. 352300.005
Delinquent Water Bill

Dear Mr. Mc Carthy:

Please be advised that your water bill is now delinquent in the amount of \$222.76. 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 November 28, 2011, 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 President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 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.

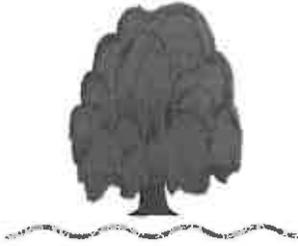
Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



"A Place of American History"



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

October 28, 2011
PROPERTY LOCATED AT
364 W 63RD STREET
WILLOWBROOK, IL 60527

US Bank Nat'l Association
4875 Belfort Rd #130
Jacksonville Fl 32258

Re: Account No. 353050.001
Delinquent Water Bill

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Dear Sir or Madam:

Please be advised that your water bill is now delinquent in the amount of \$119.85. 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 November 28, 2011, 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 President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 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

TJH:pkp



"A Place of American History"



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

October 28, 2011

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Mr. Noel Valenti
5902 Bentley Ave
Willowbrook IL 60527

Re: Account No. 352190.001
Delinquent Water Bill

Dear Mr. Valenti:

Please be advised that your water bill is now delinquent in the amount of \$247.31. 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 November 28, 2011, 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 President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 920-2238 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

TJH:pkp



"A Place of American History"

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2011 AND ENDING APRIL 30, 2012, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO.

AGENDA 7

DATE:
11/28/11

STAFF REVIEW: Krisitin Violante & Carrie Dittman

SIGNATURE

Carrie Dittman *Krisitin Violante*

LEGAL REVIEW: William J. Hennessy

SIGNATURE:

W. J. Hennessy

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

TT = Hold

REVIEWED BY COMMITTEE:

YES

NO

N/A

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

One component in the Parks and Recreation Department budget process is how the Special Recreation Tax Levy plays a part of funding certain Department expenses. Attached you will find a summary of the Special Recreation projects for the 2011 Tax Levy.

Over the last several years, the Board levied the tax as an alternative to using other funds from the General Fund. Currently, the tax impact for a homeowner with a market value of \$300,000 is approximately \$14.00. The Village Board determined that the effect of funding the following items through the Special Recreation Tax is preferable to funding them from the General Fund:

- 1) Willowbrook's membership in the Gateway Special Recreation Association and direct Staff costs
- 2) Expenses in assisting recreation participants requiring ADA accommodations
- 3) Improvements to our park and playgrounds in providing better accessibility

In addition to Gateway membership, staff costs and ADA accommodations, the tax has funded park accessibility improvements as recommended by the accessibility evaluation completed in 2006. Staff presented the proposed tax levy to the joint Municipal Services & Finance and Administration Committee meeting on November 14, 2011.

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

For the 2011 proposed tax levy of \$68,247, the tax impact for a home owner with a home market value of \$300,000 would still be approximately \$14.00. This represents a .19% increase over the prior levy. Any tax collected is restricted to be used on special recreation activities. Below is the tax levy from last year compared to the 2011 requested levy:

	<u>Tax Levy Year 2010</u>	<u>Tax Levy Year 2011</u>
Gateway membership	\$ 36,043	\$ 37,672
Staff costs	5,000	5,200
ADA Accommodations	17,800	8,800
Park Landscape Supplies	6,300	4,775
Park Improvements	4,500	11,800
Total	\$ 68,118	\$ 68,247

ACTION PROPOSED: PASS THE ORDINANCE

ORDINANCE NO. 11-O-_____

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2011 AND ENDING APRIL 30, 2012, OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS

WHEREAS, on or about June 13, 2011, the corporate authorities of the Village of Willowbrook passed Ordinance No. 11-O-08, entitled "Annual Appropriation Ordinance Village of Willowbrook, DuPage County, Illinois for the Fiscal Year Beginning May 1, 2011 and Ending April 30, 2012"; and

WHEREAS, the corporate authorities of the Village of Willowbrook, by this Ordinance, desire to levy such taxes as are necessary to defray all expenses and liabilities for the fiscal year commencing May 1, 2011 and ending April 30, 2012.

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

SECTION ONE: That the President and Board of Trustees of the Village of Willowbrook have and hereby do ascertain the total amount of appropriations legally made and all amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the levy of

taxes for the fiscal year commencing May 1, 2011 and ending April 30, 2012, as follows:

ACCOUNT NUMBER	OBJECT AND PURPOSE FOR WHICH APPROPRIATIONS ARE MADE	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
	GENERAL FUND EXPENDITURES		
	CORPORATE		
01-20-550-101	Salaries-Permanent Employees	\$68,600	\$5,200
01-20-565-341	Park & Landscape Supplies	\$34,200	\$4,775
01-20-590-518	ADA - Gateway Due	\$72,086	\$37,672
01-20-590-520	ADA Accommodations	\$35,600	\$8,800
01-20-595-695	Park Improvements	\$92,000	\$11,800

SECTION TWO: That there be and hereby is levied a tax, pursuant to 65 ILCS 5/11-95-14, for the fiscal year commencing on May 1, 2011 and ending April 30, 2012, upon all property subject to taxation within the Village of Willowbrook, DuPage County, as such property is assessed and equalized for State and County purposes for the current year, the sum of \$68,247 for the purposes and the funds set forth in Section One of this Ordinance.

SECTION THREE: That the Village Clerk be and the same is hereby directed to certify a copy of this Ordinance and file

said certified copy with the County Clerk of DuPage County, within the time specified by law.

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

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

PASSED and APPROVED this 28th day of November, 2011.

APPROVED: _____
Mayor

ATTEST: _____
Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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

I, Robert A. Napoli, do hereby certify that I am the duly qualified and Mayor of the Village of Willowbrook, DuPage County, Illinois. I do further certify that the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation Act" (35 ILCS 200/18-55 et seq.) are inapplicable to its 2011-2012 Tax Levy Ordinance, passed this 28th day of November, 2011.

IN WITNESS WHEREOF, I hereunto affix my official signature at Willowbrook, Illinois, this 28th day of November, 2011.

Robert A. Napoli
Mayor

(SEAL)

ATTEST:

Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA

AGENDA NO. 8

AGENDA DATE: 11/28/11

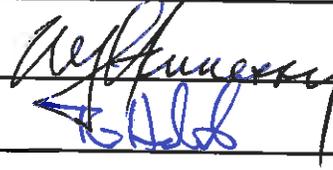
STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE:



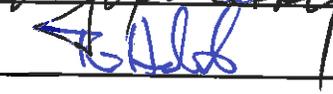
LEGAL REVIEW: William Hennessy, Attorney

SIGNATURE:



RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

A condition within the zoning ordinance approving the Town Center Development requires that the Developer fund \$250,000 in improvements to the Willowbrook Lanes Bowling Alley. The Development Agreement provides that if the Developer and the bowling alley owner cannot come to an agreement regarding the improvements, the Developer is then required to deposit the funds into an escrow account while the Village works with the bowling alley owner to complete the work. Of the required amount of \$250,000, a total of \$76,354.05 in improvements has been completed by the Developer to date. As a result, the remaining sum of \$173,645.95 is to be deposited with the Village via an Escrow Deposit Agreement.

Staff was prepared to execute an Escrow Deposit Agreement in order to receive the funds in January of 2010. However, at that time Harlem Irving requested that the Agreement not be placed on the Board agenda due to their inability to transfer the funds citing a cash flow problem. Since that time, staff has attempted to work with Harlem Irving to receive the funds.

The Development Agreement contains a deadline of December 31, 2011 in which to finalize all project related improvements and submit a certification of actual project costs. Therefore, we have requested a time extension from Harlem Irving in which to complete the bowling alley improvement work utilizing the escrow funds. This time extension will require an amendment to the Development Agreement. Staff and the Village Attorney have discussed this matter with representatives from Harlem Irving and have advised that the Village would move forward executing the necessary documents.

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

The First Amendment to Development Agreement includes the following:

- 1) Requires Developer to post the remaining sum of \$173,645.95 in escrow.
- 2) Provides a time extension from December 31, 2011 to August 1, 2013 in which to complete the bowling alley improvement work using the escrow funds.

ACTION PROPOSED: Pass the Ordinance

ORDINANCE NO. 11-O- _____

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS,
AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE
DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX
INCREMENT REDEVELOPMENT PROJECT AREA

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the "Village") have previously determined that it was necessary and advisable for the public health, safety, welfare and convenience of residents of the Village that the Village undertake a redevelopment project and have previously approved a redevelopment plan (the "Plan") and designated a redevelopment project area (the "Project Area") for that portion of the Village known as the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area, all as authorized by the Tax Increment Allocation Redevelopment Act, as amended; and,

WHEREAS, as part of the Plan, on October 4, 2006 the parties entered into a Development Agreement (the "Agreement") pursuant to which the Developer has constructed a retail shopping center, a self-storage facility, and certain required public improvements on the Site (as defined in the "Agreement"); and,

WHEREAS, it is now desirable and in the best interest of the residents of the Village for the Village to amend the Agreement with the Willowbrook Town Center, LLC (the "Developer") regarding the Project Area, in furtherance of the Plan; and,

WHEREAS, The First Amendment to the Agreement is on file with the Village Clerk of the Village and available for public inspection.

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

SECTION ONE: That the Mayor and Village Clerk be and the same are hereby authorized to execute the First Amendment to the Agreement between the Village and the Developer, in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein, with such changes as are approved by the Mayor and Village Attorney.

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

SECTION THREE: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 28th day of November, 2011.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "First Amendment") is made and entered into this 28th day of November, 2011, by an between the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (the "Village") and Willowbrook Town Center LLC (the "Developer"); the Developer and the Village being sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties".

RECITALS

A. Pursuant to the terms of a Redevelopment Plan entitled "Route 83 and Plainfield Road Tax Increment Financing Redevelopment Project and Plan", dated March 1990 (as amended, hereinafter referred to as the "Redevelopment Plan"), the Village designated a certain area (the "Area") within its municipal limits for redevelopment and revitalization.

B. To stimulate the redevelopment of the Area, and pursuant to the Act, the corporate authorities of the Village passed the following Ordinances: (1) Ordinance No. 90-O-30, AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA; (2) Ordinance No. 90-O-31, AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, DESIGNATING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT Act; (3) Ordinance No. 90-O-32, AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA.

C. Upon subsequent submittal of a zoning application by the Developer and completion of a zoning process, the corporate authorities of the Village also passed the following Ordinance: Ordinance No. 06-O-27, AN ORDINANCE REZONING CERTAIN TERRITORY, GRANTING CERTAIN SPECIAL USE PERMITS, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS, GRANTING APPROVAL OF A PRELIMINARY PLAT OF SUBDIVISION, GRANTING APPROVAL OF A PRELIMINARY PLANNED UNIT DEVELOPMENT AND RELATED MATTERS – ROUTE 83 AND

PLAINFIELD ROAD – WILLOWBROOK TOWN CENTER. (The Ordinance appended hereto as Exhibit “A” is sometimes hereinafter referred to as the “Zoning Ordinance”).

D. The Parties entered into a Development Agreement dated October 4, 2006 (Appended hereto as Exhibit “B” is sometimes hereinafter referred to as the “Original Agreement”), pursuant to which the Developer has constructed a retail shopping center, a self-storage facility and certain required public improvements on the Site (as defined in the Original Agreement).

E. Section 11 (N) of the Zoning Ordinance states in pertinent part, “The bowling façade and parking lot improvements shall be completed within one (1) year of the issuance of the first temporary or permanent occupancy permit for the SUBJECT REALTY, provided, however, that applicant has obtained the consent of the owner of said bowling alley prior to performing any work on his property. The applicant shall use commercially reasonable efforts to obtain such the consent.”

F. Section 6.01 of the Original Agreement states in pertinent part, “If the developer is unable to reach agreement with the owner of the bowling alley adjacent to the Site for the façade and related improvements to be provided by the Developer and complete such improvements within one (1) year of the issuance of the first temporary or permanent occupancy permit for the Site, the Developer shall deposit the sum of \$250,000 with the Village for the purpose of future construction of such improvements. Such deposit shall be made pursuant to the terms of an escrow agreement in a form reasonably acceptable to both Parties. If such improvements are unable to be completed by the date the Developer must submit a certification of actual costs as provided for in Section 9, the money, including any interest earned thereon, shall be returned to the Developer and shall not be deemed a Project cost in calculating the return on equity thereunder.”

G. Section 9 of the Original Agreement requires that within sixty (60) days of the earlier to occur of (i) December 31, 2011 or (ii) issuance of the last certificate of occupancy for the Project, the Developer shall submit a certification of actual costs in each category shown on the pro forma to the Village.

In consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for the other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

SECTION ONE

INCORPORATION OF RECITALS

The Parties hereby confirm the truth and validity of their respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this First Amendment. Such recitals are hereby incorporated into and made a part of this First Amendment as though they were fully set forth in this Section One.

SECTION TWO

INTEGRATION OF ORIGINAL AGREEMENT

The provisions of this First Amendment shall be deemed by the Parties to be fully integrated into the Original Agreement. The Original Agreement shall remain in full force and effect except to the extent that it is expressly modified by the terms of this First Amendment. Should any provision of the Original Agreement conflict with any provision of this First Amendment, the provisions of this First Amendment shall control.

Terms capitalized in this First Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Original Agreement. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this First Amendment and, to the extent such terms are also defined terms in the Original Agreement, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the Original Agreement.

SECTION THREE

TIME EXTENSION

A. The Developer shall deposit the sum of \$173,645.95, representing the unspent amount of funds to be used for the purpose of future construction of bowling alley improvements. Such deposit shall be made pursuant to the terms of an escrow agreement in a form reasonably acceptable to both Parties.

B. The Village shall then work with the owner of the bowling alley to expend the funds on the construction of bowling alley improvements as contained within the Zoning Ordinance prior to August 1, 2013. Any funds, including interest earned thereon, not used by August 1, 2013 shall be returned to the Developer.

C. Aside from the aforementioned extended timetable for use of the deposited funds, all other project dates as contained within the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and seals on the day and year first above written.

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: _____
Mayor

ATTEST:

Village Clerk

WILLOWBROOK TOWN CENTER LLC,
an Illinois limited liability company,

By: The Harlem Irving Companies, Inc., an
Illinois corporation

By: _____

ATTEST:

Secretary

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

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

GIVEN under my hand and Notarial Seal this _____ day of _____, 2011.

Notary Public

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of The Harlem Irving Companies, an Illinois corporation, and _____, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that ___he, as custodian for the corporate seal of said corporation, did affix the seal of said corporation to said instrument, as h__ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2011.

Notary Public

Exhibit "A"

Ord. No. 06-O-27

Ordinance Re-Zoning Subject Realty (the "Zoning Ordinance")

ORDINANCE NO. 06-0-21

AN ORDINANCE REZONING CERTAIN TERRITORY, GRANTING CERTAIN SPECIAL USE PERMITS, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS, GRANTING APPROVAL OF A PRELIMINARY PLAT OF SUBDIVISION, GRANTING APPROVAL OF A PRELIMINARY PLANNED UNIT DEVELOPMENT AND RELATED MATTERS - ROUTE 83 AND PLAINFIELD ROAD - WILLOWBROOK TOWN CENTER

WHEREAS, on or about December 5, 2005 Willowbrook Town Center LLC, as applicant, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A", attached hereto and incorporated herein by reference ("SUBJECT REALTY"). Said application requested that the Village rezone that portion of the SUBJECT REALTY that is currently zoned R-1 Residential District ("RESIDENTIAL PARCELS") to the B-2 Community Shopping Business District (the remaining portion of the SUBJECT REALTY already being zoned in said B-2 District), grant a special use permit for a Planned Unit Development for the SUBJECT REALTY, grant special use permits for certain restaurants, bicycle sales, a drive through facility associated with a bank and a drive through facility associated with a restaurant, grant certain waivers from the requirements of the Zoning Ordinance of the Village, grant certain variations from the requirements of the Subdivision Regulations of the Village, approve a preliminary plat of subdivision with respect to the SUBJECT REALTY, approve a

preliminary planned unit development plan with respect to the SUBJECT REALTY and related matters; and,

WHEREAS, Notice of Public Hearing on said application was published on or about January 12, 2006, in a newspaper having general circulation within the Village, to-wit, the Doings newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about February 1, 2006, and continued said hearing to March 1, 2006, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

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

WHEREAS, the Plan Commission forwarded its recommendations, including its Findings of Fact, to the President and Board of Trustees on or about April 5, 2006, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof; and,

WHEREAS, all other public hearings required by law have been conducted, in all respects conforming to law and pursuant to notice duly given in accordance with law.

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

SECTION ONE: That the RESIDENTIAL PARCELS be and the same are hereby rezoned to the B-2 Community Shopping Business District zoning classification of the Village of Willowbrook.

SECTION TWO: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit on the SUBJECT REALTY pursuant to Section 9-6B-2(8) of the Zoning Ordinance of the Village of Willowbrook, so as to permit a planned unit development.

SECTION THREE: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of special use permits for the following special uses:

- A. Drive through facility associated with a bank in tenant space "H", pursuant to Section 9-6B-2(2) of the Zoning Ordinance of the Village of Willowbrook.
- B. Drive through facility associated with a restaurant in tenant space "P", pursuant to Section 9-6B-2(2) of the Zoning Ordinance of the Village of Willowbrook.
- C. Restaurants, located in tenant spaces "A-1", "E", "F-1", "F-2", "G-1", "G-2", "P", "Q-1" and "Q-2", pursuant to Section 9-6B-2(10) and (14) of the Zoning Ordinance of the Village of Willowbrook, including outdoor seating in connection with certain of such restaurants.
- D. Bicycle sales in tenant space "B" pursuant to Section 9-6B-2(5) of the Zoning Ordinance of the Village of Willowbrook.

SECTION FOUR: That pursuant to Section 9-13-6 of the Village Code, the following waivers from the provisions of the Zoning Ordinance be and the same are hereby granted:

- A. That Section 9-6B-3(A), Bulk Regulations, Minimum Lot Area, be varied to permit a reduction in the minimum lot area to less than one (1) acre for Lot 2 of the SUBJECT REALTY, as shown on the preliminary plat of subdivision.
- B. That Section 9-6B-3(D), Bulk Regulations, Minimum Lot Depth, be varied to permit a reduction in the minimum lot depth to less than two hundred feet (200') for Lot 2 of the SUBJECT REALTY, as shown on the preliminary plat of subdivision.
- C. That Section 9-6B-3(E), Bulk Regulations, Required Setbacks, be varied to permit a reduction in the minimum front yard setback to less than sixty feet (60') for Lot 2 of the SUBJECT REALTY, as shown on the preliminary plat of subdivision.
- D. That Section 9-3-7(A)1 and 4, Specific Setbacks, be varied to permit a reduction in the required minimum setback from Route 83 from one hundred feet (100') to forty four feet (44'), a reduction in the required minimum setback from Plainfield Road from one hundred feet (100') to twenty six feet (26') and a reduction in the required minimum setback from 72nd Court from fifty feet (50') to twenty five feet (25').
- E. That Section 9-6B-3(G), Bulk Regulations, Maximum Height, be varied to permit an increase in the maximum building height from thirty feet (30') to fifty three feet (53') in accordance with the building elevation and architectural plans approved below.
- F. That Section 9-10-4(A), Off-Street Loading, Location, be varied to permit a reduction in the required minimum setback from an adjacent residential district from one hundred feet (100') to thirty feet (30').
- G. That Section 9-10-4(H), Off-Street Loading, Required Berths, be varied to permit a reduction in the required minimum number of loading berths from eight (8) to five (5).

- H. That Section 9-10-5(G), Off-Street Parking, In Yards, be varied to permit a reduction in the required minimum setback for impervious surfaces from an adjacent residential district from forty feet (40') to ten feet (10').
- I. That Section 9-10-5(G)3, Off-Street Parking, Interior Parking Lot Landscaping, be varied to reduce the amount of open space and parking lot islands within the parking lots in accordance with the PRELIMINARY PUD PLAN (as hereinafter defined).
- J. That Section 9-10-5(K)4, Off-Street Parking, Required Spaces, be varied to permit a reduction in the required minimum number of parking spaces for the self-storage facility located on Lot 3 from seventy four (74) to fourteen (14).
- K. That Section 9-10-5(L)2(a)2(A), Off-Street Parking, Access Driveway, be varied to permit the reduction of the minimum drive aisles width from fourteen feet (14') to twelve feet (12') for the drive through facility servicing building "P".
- L. That Section 9-11-11(B)3, Sign Location, Business Districts, be varied to permit a reduction in the freestanding sign setback requirement from thirty feet (30') to five feet (5') along Route 83 and Plainfield Road.
- M. That Section 9-11-12(B), Sign Surface Area, Number and Height Limitations, Business Districts, be varied to permit an increase in height of the freestanding pylon identification signs twelve feet (12') to twenty four feet (24') on Plainfield Road and on Route 83.
- N. That Section 9-11-12(B)4, Sign Surface Area, Number and Height Limitations, Business Districts, be varied to permit the increase in the maximum number of freestanding signs on the SUBJECT REALTY from two (2) to six (6), plus a monument sign for the self-storage facility.
- O. That Section 9-11-12(B), Sign Surface Area, Number and Height Limitations, Business Districts, be varied to permit the wall signs on the out lot buildings in

accordance with the building elevations approved below; provided, however, that no use of exposed neon shall be permitted except as shown on the plans for the Portillo's Restaurant, as prepared by Mercury Studios, Inc., consisting of two (2) pages, dated February 26, 2006 (provided, however, that no exposed neon shall be allowed in any signage lettering in the Portillo's signage).

- P. That Section 9-14-2.23, Required Landscaping, be varied to permit approval of the landscaping plans approved in Section Eleven hereof, subject to applicant's compliance with the review letter dated July 21, 2006 from Planning Design Consultants.

SECTION FIVE: That pursuant to Section 9-13-6(K), the President and Board of Trustees hereby find that the construction of a self-storage facility on Lot 3 of the SUBJECT REALTY is consistent with the objectives of the planned unit development provisions of the Zoning Ordinance and is hereby approved.

SECTION SIX: That pursuant to Section 10-8-7 of the Village Code, the following variations from the provisions of the Subdivision Regulations be and the same are hereby granted:

- A. That Section 10-4-3(B), Lots, Arrangement, be varied to waive the requirement that Lot 3 front on a public street; provided, however, that prior to approval of a final plat of subdivision, the applicant shall record an access easement in a form satisfactory to the Village Attorney providing access to Plainfield Road for the benefit of Lot 3.
- B. That Section 10-7-2(C), Streets, Curbs and Gutters, be varied to waive the requirement of curbs and gutters for that portion of the SUBJECT REALTY fronting on Route 83.

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

SECTION EIGHT: That pursuant to Section 15-236 of the DuPage County Countywide Stormwater and Flood Plain Ordinance, a variance from the requirements of Section 15-135.7 is hereby granted to allow mitigation of wetlands in a separate watershed; provided, however, that such variance is subject to the following conditions: (a) approval by the Village Engineer of the wetland impact study to be resubmitted by the applicant, and (b) issuance by the County of DuPage of a permit for the off-site mitigation plan or other necessary permission from the County of DuPage for off-site wetland mitigation.

SECTION NINE: That passage of this Ordinance shall constitute approval of the Preliminary Plat of Subdivision for Willowbrook Town Center, as prepared by Midwest Technical Consultants, Inc., consisting of two (2) sheets and dated July 13, 2006.

SECTION TEN: That passage of this Ordinance shall constitute approval of the Preliminary Planned Unit Development Site Development Plan for Willowbrook Town Center (the "PRELIMINARY PUD PLAN"), as prepared by DeLuca & Zuwala Associates, consisting of one (1) sheet, dated March 16, 2005 and bearing the latest revision date of July 18, 2006.

SECTION ELEVEN: That the relief granted in Sections One, Two, Three, Four, Five, Six, Eight, Nine and Ten 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) No deliveries or other loading and unloading activities shall be allowed on the SUBJECT REALTY between the hours of 10:00 p.m. and 6:00 a.m.; provided, however, that this restriction shall not apply to outlot buildings adjacent to Route 83 or Plainfield Road and the self-storage facility located on Lot 3.
- (B) No fleet or rental vehicles shall be parked on the SUBJECT REALTY except for the purpose of loading or unloading. Trailers that are located in the loading berths and being loaded and unloaded may remain in said berths for up to seven (7) days. Temporary seasonal trailer storage may be approved by the Village on a case by case basis.
- (C) No trucks shall be permitted to sit idling on the SUBJECT REALTY.
- (D) No outside loudspeakers shall be permitted other than businesses with approved drive-through windows and then only for the operation of the drive-through service.
- (E) The applicant shall work and cooperate with the Willowbrook Police Department on matters of security both during construction and ongoing management of the shopping center.
- (F) Outside refuse compactors shall only be operated between the hours of 9:00 a.m. and 6:00 p.m. and shall be screened by a masonry wall large enough to visually screen the compactor dumpster and buffer any noise created by the compactor unit. All hydraulic motors are to be located inside the building, similar to the Target store located on Route 83.
- (G) The earthen berms located on the perimeter of the SUBJECT REALTY shall be constructed prior to the issuance of the first temporary or permanent occupancy

permit for the SUBJECT REALTY, or such earlier time as is reasonably practical.

- (H) The eight foot (8') fence along the Lake Willoway property and the landscape screening shall be installed prior to the issuance of the first temporary or permanent occupancy permit for the SUBJECT REALTY.
- (I) Lighting of the SUBJECT REALTY shall be reduced each day one (1) hour after closing of the last store.
- (J) All building-mounted lighting shall be either up lighting or down lighting as necessary so that the light source is not directly visible to the neighboring residential properties.
- (K) The gate or gate(s) to be installed for the benefit of the Lake Willoway development shall be installed prior to the issuance of the first temporary or permanent occupancy permit for the SUBJECT REALTY, provided that all necessary easements have been granted to the applicant to install such gate(s).
- (L) Sidewalks along Plainfield Road and Route 83 shall be installed by the applicant pursuant to the Improvement Agreement hereinafter described and are subject to Illinois Department of Transportation ("IDOT") and County of DuPage permitting, inspection and approval.
- (M) The closure of the westerly access to the bowling alley parking lot located adjacent to the SUBJECT REALTY shall be completed simultaneously with the opening of the main access drive to the SUBJECT REALTY on Plainfield Road, provided, however, that applicant has obtained the consent of the owner of said bowling alley prior to performing any work on his property. The applicant shall use commercially reasonable efforts to obtain such consent.
- (N) The bowling alley façade and parking lot improvements shall be completed within one (1) year of the issuance of the first temporary or permanent occupancy permit for the SUBJECT REALTY, provided, however, that applicant has obtained the consent of the owner of said bowling alley prior to performing any work on his property. The applicant shall use commercially reasonable efforts to obtain such consent.

- (O) The completion of all IDOT, County of DuPage and Village traffic improvements shall be made prior to the issuance of the first permanent occupancy permit for the SUBJECT REALTY; provided, however, that the traffic signals shall not commence operation until such time as IDOT and/or the County of DuPage, as appropriate, approve the warrants for such signals.
- (P) The public gathering space shown on PRELIMINARY PUD PLAN shall be completed prior to the issuance of the first temporary or permanent occupancy permit for tenant spaces "A" through "J" on the SUBJECT REALTY.
- (Q) The applicant shall provide for a redundant back up sump pump (dual pump) operation for the underground storm sewer system.
- (R) The applicant shall provide a permanent back up generator or other power source to operate the storm sewer sump pump in the event of a power failure.
- (S) The landscaping buffer for the properties on 72nd Court and the driveway realignment at 815 72nd Court shall be completed prior to issuance of the first temporary or permanent occupancy permit for the SUBJECT REALTY provided, however, that applicant has obtained the consent of necessary property owner(s) prior to performing any work on such property. The applicant shall use commercially reasonable efforts to obtain such consent.
- (T) Prior to approval of a final plat of subdivision and final planned unit development plan, the applicant shall submit an executed Traffic Regulation Agreement substantially in the form attached hereto and incorporated herein as Exhibit "C" .
- (U) Prior to approval of a final plat of subdivision and final planned unit development plan, the applicant shall submit an executed Improvement Agreement in substantially the form attached hereto and incorporated herein as Exhibit "D", and tender the security required by such Agreement.
- (V) Background color to the shopping center identification panel signs shall be consistent; the Developer or a tenant of the shopping center may choose the color and

font style of the lettering appearing on such sign panels.

- (W) No "available for lease" language shall be displayed on the shopping center identification signs.
- (X) Wall signs for the four-story self-storage facility located on Lot 3 shall be limited to no more than one twelve feet by sixteen feet (12' x 16') sign located on each of the east and west elevations only.
- (Y) The applicant shall obtain all necessary permits or other necessary permission from the County of DuPage for off-site wetland mitigation prior to obtaining permits from the Village authorizing the impact of the existing wetland situated throughout the SUBJECT REALTY.
- (Z) The applicant shall obtain all necessary permits from IDOT prior to performing any work within the Route 83 right of way.
- (AA) The applicant shall obtain all necessary permits from the County of DuPage Department of Transportation prior to performing any work within the Plainfield Road right of way.
- (BB) The Village and the applicant shall work together with IDOT and the County of DuPage Department of Transportation to provide for cross walks at the signalized intersection on Plainfield Road and Route 83.
- (CC) The design of the sanitary sewage system for the SUBJECT REALTY be approved by the County of DuPage Department of Public Works prior to the issuance of any building permits for the SUBJECT REALTY.
- (DD) The design of the water distribution system be in conformance with the Village Code, specifically approved by the Village Engineer and a permit issued by the Illinois Environmental Protection Agency prior to the installation of any watermains and prior to the issuance of any building permits for the SUBJECT REALTY.
- (EE) The applicant shall pay all required impact fees to the County of DuPage Division of Transportation and submit verification of said payment to the Village prior to the issuance of any building permits for the SUBJECT REALTY.

(FF) The box culvert under Route 83 shall be cleaned and associated ditching within the Route 83 right of way shall be graded as necessary to provide for proper storm water drainage prior to issuance of the first building permit for the SUBJECT REALTY. The foregoing work shall be performed either under the authority of the Village's maintenance agreement with IDOT (if IDOT agrees) or pursuant to a separate IDOT permit. If such work cannot be completed by the time the applicant applies for the first building permit, the applicant will be required to provide temporary additional retention on the SUBJECT REALTY in a manner acceptable to the Village Engineer.

(GG) Prior to the approval of the final plat of subdivision, the Village shall issue demolition and grading permits for the SUBJECT REALTY upon proper and complete application therefor, subject to the following:

(i) Preliminary engineering plans and specifications shall have been approved by the Village, subject to applicant's compliance with all technical review letters.

(ii) Applicant shall proceed under this subsection at its own risk. In the event that any work performed pursuant to this subsection does not comply with final plan or plat approval (including final engineering plans and specifications) or the Village Code, applicant shall correct such work to come in to compliance. The Village shall not be obligated to grant any relief for such non-compliance.

(iii) Excavation, site clearing, tree removal, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading (the "EARTH WORK") may proceed in and upon the SUBJECT REALTY or portions thereof at the applicant's risk; provided, however, that: (a) applicant shall not undertake any such EARTH WORK except with the approval of the Village Engineer of such plans containing sufficient information to demonstrate that the EARTH WORK will be accomplished in accordance with good engineering practices; (b) applicant shall be required to take such action as may be necessary to assure that such EARTH WORK ultimately complies with the approved final engineering plans for

the SUBJECT REALTY; (c) such EARTH WORK shall be in conformity with the VILLAGE CODE; (d) no such EARTH WORK shall involve any wetlands on the SUBJECT REALTY unless applicant has obtained all required permits or other required permission therefor from all applicable governmental entities; and (e) applicant shall have first posted with the Village a letter of credit in the amount of one hundred twenty five percent (125%) of the Village Engineer's estimate of the cost of restoring the SUBJECT REALTY to its condition prior to the commencement of any such EARTH WORK in the event that DEVELOPER abandons the development of the SUBJECT REALTY. Any letter of credit posted in accordance with this subsection shall be released at such time that applicant delivers a separate letter of credit for the required improvements.

(HH) That all construction, use, development and maintenance related to the Town Center Planned Unit Development be in substantial accordance with the following documents, provided, however, that to the extent there is any conflict between such documents and the terms and provisions in this Ordinance, the most restrictive provision shall apply:

1. Building elevation plans A2.1, A2.2, A2.3 and A2.4, as prepared by Camburas and Theodore Ltd., dated October 3, 2005, and bearing the latest revision date of April 4, 2006.
2. Preliminary Landscape plans LA.1, LA.2 LA.3, LA.4 and LA.5, as prepared by Lenet Land Design, dated July 7, 2006; subject to applicant's compliance with the review letter dated July 21, 2006 from Planning Design Consultants.
3. Lighting plan LT-1, as prepared by Marchris Engineering, Ltd., dated July 11, 2006.
4. Engineering plans CE-1 through CE-18, as prepared by Marchris Engineering, Ltd., dated July 11, 2006; subject to applicant's compliance with the review letter dated May 23, 2006 from Christopher B. Burke Engineering, Ltd.

5. Plaza identification signs and perimeter out lot signs, as depicted on the exhibits on file in the planning department at the Village of Willowbrook. Monument signs shall not exceed five feet (5') in height (including a one foot (1') base) nor have any individual sign face in excess of thirty two (32) square feet per side.
6. Sign and building elevations for Longhorn Steakhouse, as prepared by WD Partners, consisting of one (1) page and on file in the planning department of the Village of Willowbrook.
7. Building elevations for Portillo's Restaurant, as prepared by Mercury Studios, Inc., consisting of two (2) pages, dated February 26, 2006.
8. Floor plan and building elevations for the Lock-Up self storage facility, as prepared by Sullivan Goulette, Ltd, dated November 28, 2005.
9. Berm cross section plans consisting of three (3) pages, dated November 30, 2005 and December 2, 2005.

(II) The applicant shall be and remain in compliance with the terms and provisions of the Development Agreement between the Village and the applicant.

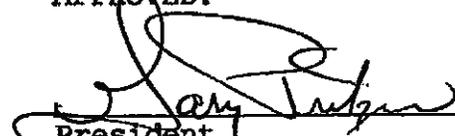
SECTION TWELVE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THIRTEEN: 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 28th day of August,

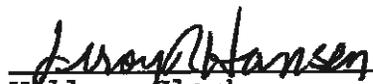
2006.

APPROVED:



President

ATTEST:



Village Clerk

ROLL CALL VOTE:

AYES: Baker, Mistek, Brown, Napoli, Schaebeck,
McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, A RESUBDIVISION OF THE SOUTH 333.0 FEET OF LOT 1 (AS MEASURED ON THE EAST LINE OF LOT 1) AND OF LOTS 2, 3, 4, 5, 18 AND 19 OF E.J. CHLUMSKY'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 720969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 18, 1954 AND RECORDED AUGUST 23, 1954 AS DOCUMENT 727413, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO:

PARCEL 1

THAT PART OF LOT 7 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 1155.93 FEET, MORE OR LESS, TO A POINT 66 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 7; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 7 A DISTANCE OF 306.03 FEET; THENCE WESTERLY ON A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 25 FEET, A DISTANCE OF 39.27 FEET; THENCE WEST ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE AND AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 7 A DISTANCE OF 435 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 360.38 FEET TO A POINT WHICH IS 50 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG A LINE WHICH IS 50 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE CENTER LINE OF PLAINFIELD ROAD A DISTANCE OF 60.18 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 300.4 FEET TO A POINT 65 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTER LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY 350 FEET (MEASURED 348.53 FEET) PARALLEL WITH THE CENTER LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY A DISTANCE OF 95.7 FEET TO A POINT IN THE WEST LINE OF SAID LOT 7 WHICH IS 80 FEET SOUTH OF THE POINT OF INTERSECTION OF THE ORIGINAL SOUTHEASTERLY LINE OF PLAINFIELD ROAD AND THE WEST LINE OF SAID LOT 7; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 7 A DISTANCE OF 299.65 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26 FOR A PLACE OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 356.05 FEET, SAID LINE ALSO BEING THE CENTER LINE OF STATE ROUTE 83; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.72 FEET; THENCE NORTH, A DISTANCE OF 356.05 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 662.4 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 662.4 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF THE EASTERLY LINE OF SAID STATE ROUTE NUMBER 83, AS ORIGINALLY CONSTITUTED AND AS WIDENED BY INSTRUMENT OF DEDICATION RECORDED APRIL 15, 1931 AS DOCUMENT NUMBER 311142, (EXCEPTING THEREFROM THE NORTH 107 FEET OF SAID PARCEL) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 107 FEET OF THAT PART OF WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, FOR A PLACE OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 356.05 FEET; THENCE SAID LINE ALSO BEING THE CENTER LINE OF STATE ROUTE 83; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 662.72 FEET; THENCE NORTH A DISTANCE OF 356.05 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE A DISTANCE OF 662.40 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING WESTERLY OF THE EASTERLY LINE OF STATE ROUTE 83 AS ORIGINALLY CONSTITUTED AND AS WIDENED BY INSTRUMENT OF DEDICATION RECORDED APRIL 15, 1931 AS DOCUMENT NUMBER 311142, IN DUPAGE COUNTY, ILLINOIS.

ALSO:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26. TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, MORE SPECIFICALLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 356.05 FEET FOR A PLACE OF BEGINNING, SAID LINE ALSO BEING THE CENTER LINE OF STATE HIGHWAY #83; THENCE CONTINUING SOUTH ALONG SAID WEST LINE, A DISTANCE OF 356.0 FEET, THENCE EAST AND PARALLEL TO THE NORTH LINE OF THE

NORTHEAST 1/4 OF SECTION 26, A DISTANCE OF 663.45; FEET, THENCE NORTH, A DISTANCE OF 356.0 FEET TO A POINT 662.72 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 26, THENCE WEST A DISTANCE OF 662.72 FEET TO THE PLACE OF BEGINNING, EXCEPTING THAT PART DEDICATED FOR HIGHWAY PURPOSES.

Exhibit "B"

Ord. No. 06-O-22

Development Agreement (the "Original Agreement")

ORDINANCE NO. 06-0-22

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO A CERTAIN DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA

WHEREAS, the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois (the "Village") have heretofore determined that it is necessary and advisable for the public health, safety, welfare and convenience of residents of the Village that the Village undertake a redevelopment project and have heretofore approved a redevelopment plan (the "Plan") and designated a redevelopment project area (the "Project Area") for that portion of the Village known as the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area, all as authorized by the Tax Increment Allocation Redevelopment Act, as amended; and,

WHEREAS, it is desirable and in the best interest of the residents of the Village for the Village to enter into a Development Agreement with the Willowbrook Town Center, LLC (the "Developer") regarding the Project Area, in furtherance of the Plan; and

WHEREAS, the Agreement is on file with the Village Clerk of the Village and available for public inspection.

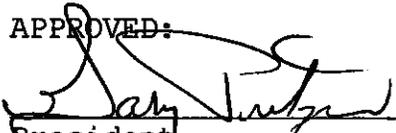
NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: That the President and Village Clerk be and the same are hereby authorized to execute the Agreement between the Village and the Developer, in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein, with such changes as are approved by the Village President and the Village Attorney.

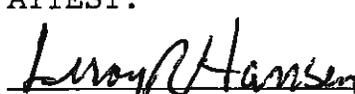
SECTION TWO: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet for as provided by law.

PASSED and APPROVED this 10th day of July, 2006.

APPROVED: 

Resident

ATTEST:


Village Clerk

ROLL CALL VOTE: AYES: Baker, Mistele, Brown, Napoli, Schlenker
NAYS: 0
ABSTENTIONS: 0
ABSENT: McMahon

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the 4th day of October, 2006, by and between the Village of Willowbrook, a municipal corporation, organized and incorporated under the laws of the State of Illinois (hereinafter referred to as the "Village"), and Willowbrook Town Center LLC, an Illinois limited liability company (hereinafter referred to as the "Developer"); the Village and the Developer being sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. Pursuant to the terms of a Redevelopment Plan entitled "Route 83 and Plainfield Road Tax Increment Financing Redevelopment Project and Plan", dated March 1990 (as amended, hereinafter referred to as the "Redevelopment Plan"), the Village designated a certain area (the "Area") within its municipal limits for redevelopment and revitalization.

B. The Redevelopment Plan recited that the Area is characterized by conditions which warrant the designation of the entire area as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"). The Redevelopment Plan further recited that Village was desirous of having the Area redeveloped and revitalized as a development for retail and commercial uses to serve the needs of the Village community, to establish the Area as a focal point for business, civic function and community pride and character and to produce increased tax revenues for the Village.

C. That portion of the Area outlined on Exhibit "A", attached hereto and incorporated herein, and legally described on Exhibit "B", attached hereto and incorporated herein (the "Site"), is the subject of this Agreement. In accordance with the Redevelopment Plan, the Developer will construct an approximately 184,000 square foot retail shopping center, provide for the construction

of an approximately 109,000 square foot self-storage facility (the "Self-Storage Facility") and install certain Required Public Improvements on the Site (collectively, the "Project"), all as more fully described on Exhibit "C" attached hereto and incorporated herein. Although the Site does not include the existing bowling alley establishment shown on the Site Plan more fully described herein, certain improvements to said bowling alley constitute a portion of the Project, as described on Exhibit "D".

D. The Village has the authority to promote the health, safety and welfare of its inhabitants, to reduce or eliminate blighting factors, and to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

E. The Village is authorized under the provisions of the Act to finance eligible redevelopment project costs in accordance with the conditions and requirements set forth in the Act.

F. To stimulate the redevelopment of the Area, and pursuant to the Act, the corporate authorities of the Village passed the following Ordinances: (1) Ordinance No. 90-O-30, AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA; (2) Ordinance No. 90-O-31, AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, DESIGNATING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT Act; (3) Ordinance No. 90-O-32, AN ORDINANCE OF

THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA. (The Ordinances together with the exhibits appended thereto are sometimes hereinafter collectively referred to as the "Ordinances").

G. The corporate authorities of the Village have determined that the construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan.

H. The corporate authorities have further determined that the payment or reimbursement of a portion of the redevelopment costs, as hereinafter more fully defined, would promote the development of the Project consistent with the purposes of the Act, the Redevelopment Plan, the Ordinances, and this Agreement.

In consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

SECTION ONE

INCORPORATION OF RECITALS

The recitals set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section One, and this Agreement shall be construed in accordance therewith.

SECTION TWO

DEFINITIONS

Terms not otherwise defined herein shall have the following meanings:

"Agreed Users" - means the following: antique shops, apparel and clothing stores, banks, book stores, camera and photographic supply stores, department stores, florists, furniture stores,

housewares stores, home decorating stores, jewelry stores, music stores and musical instrument stores, home improvement stores (no outdoor storage permitted), shoe stores, toy stores, carpet or rug stores, office supply stores, the Self-Storage Facility, sporting goods stores, arts and crafts supply stores, consumer electronics and appliance stores and any other user permitted under applicable Village ordinances, including the PUD Ordinance, except as otherwise provided in Section 3.09 hereof. To the extent that applicable Village ordinances required a special use permit or other approval by the corporate authorities of the Village, such user shall be required to obtain such permit or approval.

"Budget" - means the Developer's estimate of the costs of the Project, as more fully described in Section 5.01 hereof, as the same may be revised from time to time.

"Certificate of Reimbursable Redevelopment Project Costs" - means the certificate provided by the Developer to the Village in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer, as more fully described in Section 8.02 hereof.

"Charges" - all generally applicable Federal, State and local governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, fees, liens, claims or encumbrances or non-governmental claims or liens upon and/or relating to Site, the Project, Developer's business, Developer's income and/or gross receipts and insurance premiums due on any policy or policies of insurance required pursuant to Section Twelve hereof.

"Control Documents" - means those documents described in Section 3.01 hereof.

"Developer" - means Willowbrook Town Center LLC, its successors and assigns, and any trustee under any title-holding trust which shall, during the term of this Agreement, hold legal title to any portion or all of the Site.

"Engineering Plans" - means the engineering plans for the Project approved by the Village and prepared by Marchris Engineers.

"Environmental Laws" - means all statutes specifically described in the definition of Hazardous Substance and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Substances.

"Fees" - means building or excavation permit fees, engineering, connection or tap-on fees, charges and inspection fees, transportation impact fees, or any other permit or license applicable to the Project that are assessed on a uniform basis throughout the Village and are of general applicability to other property within the Village.

"Force Majeure" - means acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America, or of any state thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornados, storms or unusually adverse weather conditions, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, nuclear accidents, condemnation by the State of Illinois or any political subdivision thereof, wars, or failure of utilities. Force Majeure shall not include economic hardship.

"Fund" - means the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area Special Tax Allocation Fund.

"Hazardous Substance" - means at any time, any substance, waste, pollutant, contaminant or material, in solid, liquid or gaseous form, which:

- (i) Is a substance regulated or defined or designated as hazardous, extremely or imminently hazardous, dangerous or toxic pursuant to any law, by any local, state, territorial or federal governmental authority; or

(ii) Is a substance with respect to which such a governmental authority otherwise requires environmental investigation, monitoring, reporting, or remediation, including but not limited to,

(A) All substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous or toxic, under the following federal statutes and their state counterpart, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq. the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11011 et seq., the Safe Drinking Water Act, 33 U.S.C. §300f et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq., the Atomic Energy Act, 42 U.S.C. §2011 et seq., and the Hazardous Materials Transportation Act, 42 U.S.C. §1801 et seq.;

(B) Petroleum and petroleum products including crude oil and any fractions thereof;

(C) Natural gas, synthetic gas, and any mixtures thereof;

(D) Radon;

(E) Radioactive substances;

(F) Asbestos;

(G) Urea formaldehyde;

(H) Polychlorinated biphenyl; and

(I) Electromagnetic field radiation.

"PUD Ordinance" - means Ordinance No. 06-O-27, passed by the corporate authorities of the Village, granting a special use for a planned unit development for the Site and related matters, as further described in Section 6.01.

"Redevelopment Costs" - means "redevelopment project costs" as defined in the Act.

"Reimbursable Redevelopment Project Costs" - means those Redevelopment Project Costs described in Exhibit "F-1", attached hereto and incorporated herein by reference, for which the Developer is eligible for reimbursement or payment from the Fund in accordance with this Agreement and the Act.

"Required Public Improvements" - means the improvements described in Exhibit C.

"Sales Taxes" - means the Village's portion of those taxes imposed by the State of Illinois

pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers' Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future.

"Tax Increment" - means real estate revenues generated from time to time within the Area, if any, which are attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area, as certified by the DuPage County Clerk.

"Village Administrator" - means the Village Administrator of the Village, or his designee.

"Village Attorney" - means Gorski & Good, Wheaton, Illinois.

SECTION THREE

DEVELOPER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

Developer covenants, represents and warrants to the Village as follows:

3.01. **CONTROL DOCUMENTS**: Developer shall construct the Project in conformance with, and, in connection therewith, shall be governed by, adhere to and obey, any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders applicable to the Project as the same may, from time to time, be in force and effect, including, but not limited to the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* and the Environmental Barriers Act, 410 ILCS 25/1 *et seq.* Without limiting the generality of the foregoing, the Developer shall specifically cause construction of the Project to comply with all of the terms and conditions of this Agreement, the PUD Ordinance, the Ordinances, the Willowbrook Village Code (the "Village Code"), the site plan and elevations attached hereto and incorporated herein as Exhibit "D" (the "Site Plan and Elevations"), the Engineering Plans, the Plans and Specifications (as hereinafter defined), and each and every exhibit attached to and incorporated

into such documents, as such documents may be amended from time to time, together with any required permits (all of said documents being hereinafter collectively referred to as the "Control Documents"). In addition, the Developer shall pay, or require its contractors to pay, prevailing wages in accordance with the prevailing wage ordinance of the Village in effect from time to time.

3.02. DILIGENCE: The Developer shall proceed diligently to construct the Project in accordance with the schedule set forth in Section 6.04.

3.03. MISCELLANEOUS DEVELOPER COVENANTS: (i) The Developer is now solvent and able to pay its debts as they mature; (ii) to Developer's knowledge, upon due inquiry, there are no actions at law, in equity or similar proceedings which are pending or threatened against the Developer, which are reasonably likely to be adversely determined and result in any material and adverse change to the Developer's financial condition, or materially affect the Developer's assets as of the date of this Agreement; (iii) the Developer has or will obtain all required government permits, certificates, consents (including, without limitation, appropriate environmental clearances and approvals) necessary to permit Developer to construct, occupy and operate the Project; (iv) the Developer will use commercially reasonable efforts to obtain an agreement with the owner of the bowling alley located adjacent to the Site necessary to permit the construction of certain improvements constituting a portion of the Project thereon; (v) to the Developer's knowledge, upon due inquiry, no default has been declared with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of moneys to which the Developer is a Party or by which it is bound which has not been cured or which is reasonable likely to result in a material and adverse change to the Developer; and (vi) there has been no material and/or adverse change in the assets, liabilities or financial condition of

the Developer since July 1, 2005, other than as a result of the ordinary and customary conduct of its business; (vii) the execution and delivery of this Agreement by the Developer, and the performance of this Agreement by Developer, have been duly authorized by Developer, and this Agreement is binding on Developer and enforceable against Developer in accordance with its terms; (viii) no consent of any creditor, investor, judicial or administrative body, governmental authority or other Party to such execution, delivery and performance is required which has not been obtained; (ix) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of, default under, or acceleration of, any agreement to which Developer is a Party or by which Developer is bound; or (b) violate any restriction, court order or agreement to which Developer is subject.

3.04. FEES: Developer shall pay all Fees in connection with the development of the Project and the construction of the Required Public Improvements.

3.05. CHARGES: Developer shall pay promptly when due all Charges arising or incurred from and after the date hereof with respect to the Site or the Project.

3.06. ORGANIZATION AND AUTHORITY: The Developer is a limited liability company duly organized and existing under the laws of the State of Illinois, and has the authority to enter into, execute, deliver and perform this Agreement.

3.07. PROGRESS REPORTS: Until construction of the Project is complete, the Developer shall make quarterly progress reports to the Village regarding the Project. Said reports shall be in the form attached hereto and incorporated herein as Exhibit "E".

3.08. RIGHT OF INSPECTION: The Developer hereby agrees to permit the Village's authorized agents and employees to, during the normal business hours, inspect the Project as it is being constructed, as provided in the Village Code.

3.09. TENANTS/USERS: The Developer agrees and certifies that none of the Redevelopment Costs to be paid or reimbursed hereunder shall provide direct financial support to a retail entity that is initiating operations in the Area while terminating operations at another Illinois location within ten (10) miles of the Area but outside the boundaries of the Village, as set forth in the Act.

In addition, the Developer hereby acknowledges that the Village is entering into this Agreement to ensure that the Site is developed in a first-class manner with uses that will benefit the Village on a long-term basis. In consideration of the financial assistance provided for in this Agreement, notwithstanding any provision in the Village's Zoning Ordinance, the Developer hereby agrees that the Site will be leased and/or sold only to Agreed Users. The Developer further agrees that, upon request of the Village, it will provide the Village with copies of all executed leases, provided that the Village agrees the leases shall be treated as proprietary and confidential, to the extent permitted under the Freedom of Information Act, 5 ILCS 140/1 *et seq.*

In addition, the Developer hereby agrees that the Site shall not include any of the following uses: adult uses, including but not limited to, adult bookstore and/or video store, adult business use, adult card, gift or novelty store, adult entertainment cabaret, adult mini-motion picture theater, adult motel, adult motion picture arcade, adult motion picture theater, churches, clubs or civic organizations, museums, schools, whether public or private, taverns or bars (except as otherwise permitted by the Village's liquor control ordinance), and non-retail uses in excess of 10% of the gross floor area of the Site. For purposes of the preceding sentence (i) restaurants shall be considered a retail use and (ii) the Self-Storage Facility shall not be included in the calculation of non-retail use or the gross floor area of the Site. In the event that this Section 3.09 conflicts with the Village's Zoning Ordinance, this Section shall control. Moreover, the Parties hereto expressly

agree that each of the Agreed Users shall conform to the Control Documents. To the extent that the elevations for a particular Agreed User were not granted approval in the PUD Ordinance, such elevations shall be consistent with the development of the Site in a first-class manner.

3.10 PUBLIC GATHERING SPACE: As shown on the Site Plan and Elevations, the Developer will be constructing a public gathering space on the Site as part of the Project. The Developer agrees that it shall cooperate with the Village and with civic organizations and other public entities to allow utilization of the public gathering space for municipal or other public events. The Developer shall also take reasonable steps, including but not limited to including a provision in any management contract, to ensure that any management company hired by the Developer to manage the Site shall also cooperate with the Village, civic organizations and other public entities regarding such municipal or other public events.

SECTION FOUR

VILLAGE'S COVENANTS

(i) The Village has authority pursuant to the Act and other state statutes, to execute and deliver and perform the terms and obligations of this Agreement; (ii) the execution and delivery of this Agreement by the Village, the issuance of the Note and the performance of this Agreement by the Village, have been duly authorized by the corporate authorities of the Village, and this Agreement is binding on the Village and enforceable against the Village in accordance with its terms; (iii) no consent of any creditor, investor, judicial or administrative body, governmental authority or other Party to such execution, delivery and performance is required; (iv) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of, default under, or acceleration of, any agreement to which the Village is a Party or by which the Village is bound; or (b) violate any restriction, court order or agreement to

which the Village is subject.

SECTION FIVE

BUDGET AND DEVELOPER FINANCING

5.01. BUDGET: Attached hereto and incorporated herein as Exhibit "F" is the Developer's Project Budget setting forth the Developer's best estimate of the total costs of the Project. The Village agrees to reimburse the Developer for the verified Reimbursable Redevelopment Project Costs as set forth on Exhibit "F-1", attached hereto and incorporated herein, as provided in Section Eight hereof.

Nothing in this Agreement shall obligate the Village to reimburse or pay the Developer from the Fund for any cost that is not a Redevelopment Cost. The Parties agree that each of the categories of costs set forth in Exhibit "F-1" shall constitute Reimbursable Redevelopment Project Costs which are eligible for payment or reimbursement in accordance with the Act and this Agreement. The Developer shall not be limited to the total amount of reimbursement shown for each category on Exhibit F-1, but shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth therein, without regard to the maximum amounts shown for each category, up to the maximum aggregate amount established in Section 8.02 hereof and in the Redevelopment Plan. If the Village determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a Redevelopment Cost under the Act or has not been approved by the Village in the Redevelopment Plan, the Village shall so notify the Developer in writing within thirty (30) days of the Village's receipt of the request for reimbursement, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to contest such determination and/or identify and substitute other Redevelopment Costs as Reimbursable Redevelopment Project

Costs with a supplemental application.

5.02. EVIDENCE OF FINANCING: Prior to commencing construction on the Project, the Developer shall submit documentation in a form satisfactory to the Village evidencing the Developer's equity contribution to the Project and a commitment from a bank or other financial institution to finance the remaining costs of the Project.

SECTION SIX

APPROVAL AND CONSTRUCTION OF THE PROJECT

6.01. PUD APPROVAL; SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS: Construction of the Project is contingent upon the passage of the PUD Ordinance. Section Eleven of the PUD Ordinance contains various terms and conditions relating to the development of the Site and the adjacent bowling alley. Said terms and conditions are hereby incorporated herein and made a part of this Agreement and the Developer agrees to comply with all such terms and conditions.

No later than December 31, 2006, Developer shall cause to be delivered to the Village for review and approval completed building plans, engineering plans and construction documents containing working drawings and specifications in accordance with the Control Documents and in such form as the Village customarily requires ("Plans and Specifications"), except for those buildings designated on the Site Plan as "L" and "M", the free standing buildings on the outlot and pad sites, the bowling alley façade work, the Self-Storage Facility and any off site work required to be performed by any governmental agency for the issuance of a building permit for the Project. The Developer shall also file all required applications and supporting documentation as may be necessary to secure any permit required to be issued by any other unit of government whose approval is a necessary precondition to Developer's right to construct the Project.

The Developer shall cause to be delivered Plans and Specifications for the remaining portions of the Project identified in the preceding paragraph no later than December 31, 2008.

The Village agrees to meet with the Developer and its authorized agents as frequently as may reasonably be necessary to coordinate the preparation of, submission to and review and approval by the Village of the Plans and Specifications, including building permit applications. The Village shall promptly consider any such submittals and advise the Developer in writing within thirty (30) business days of such initial submittal of any deficiency in any submitted Plans and Specifications or building permit applications, specifying the sections of the Control Documents relied upon by the Village in determining that any document may not be approved or recommended as submitted. Should the Village reject any submitted Plans and Specifications or building permit application for failure to comply with the Control Documents, the Developer shall, within thirty (30) business days after receiving written notice thereof, cause new or corrected documents to be prepared and submitted to the Village. This process, within the time frames herein stipulated, shall be repeated as often as may be necessary until the documents are in compliance with the Control Documents, except that all submittals after the initial submittal shall be reviewed by the Village within such shorter period as may be reasonably practical.

If the Developer is unable to reach agreement with the owner of the bowling alley adjacent to the Site for the façade and related improvements to be provided by the Developer and complete such improvements within one (1) year of the issuance of the first temporary or permanent occupancy permit for the Site, the Developer shall deposit the sum of \$250,000 with the Village for the purpose of future construction of such improvements. Such deposit shall be made pursuant to the terms of an escrow agreement in a form reasonably acceptable to both Parties. If such improvements are unable to be completed by the date the Developer must submit a certification of

actual costs as provided for in Section 9, the money, including any interest earned thereon, shall be returned to the Developer and shall not be deemed a Project cost in calculating the return on equity thereunder.

6.02. CONSTRUCTION: Upon final approval of the Plans and Specifications and issuance of the necessary permits, the Developer shall cause the Project, including the Required Public Improvements, to be constructed in accordance with the Control Documents. Subsequent to the approval of the Plans and Specifications, any amendments thereto shall be permitted only in accordance with the Planned Unit Development provisions contained in the Village's Zoning Ordinance.

The Village shall not be required to issue any final certificate of occupancy until the Required Public Improvements have been completed and accepted by the Village in accordance with this Agreement and the Improvement Agreement (as hereinafter defined). Temporary certificates of occupancy shall be issued in accordance with the applicable provisions of the Village Code.

6.03. IMPROVEMENT AGREEMENT AND TRAFFIC REGULATION AGREEMENT: Prior to the issuance of a building permit for the Project, the Developer shall submit: (a) an executed copy of the Village's standard Improvement Agreement (the "Improvement Agreement"), in the Village's standard format, and submit the security required therein, and (b) submit a traffic regulation agreement in the Village's standard format.

The Developer shall cause the Required Public Improvements to be constructed in accordance with the terms of this Agreement and the Improvement Agreement. The Village acknowledges that it does not intend to design, bid or construct the Required Public Improvements. The Village agrees that the Developer shall construct the Required Public Improvements using

subcontractors and materialmen selected from time to time by the Developer, in its sole discretion. The Parties acknowledge that the public bidding requirements set forth in 65 ILCS 5/8-9-1 are not applicable to the Required Public Improvements, as they are being paid for in whole or in part by special assessment or special taxation.

6.04. TIME FOR COMPLETION: The Project shall be constructed in accordance with the schedule set forth in Exhibit "G" attached hereto and incorporated herein (the "Schedule"), subject to Force Majeure. The Schedule shall be subject to reasonable change by the Developer, as approved by the Village, such approval not to be unreasonably withheld, conditioned or delayed.

SECTION SEVEN

ADDITIONAL PROPERTY

In the event the Village acquires any of the property contiguous to the Site legally described on Exhibit "H" ("Additional Property"), under terms and conditions acceptable to the Village, including title exceptions, the Village agrees, during the term of this Agreement and in consideration of the Developer's expenditures for the Project and for the taxes and other benefits which the Village intends to receive in the future from said Project, to transfer and convey such property to the Developer for the sum of one dollar (\$1.00).

Simultaneously with the Village's acceptance of such Additional Property, the Village shall convey said Additional Property to the Developer under the following terms and conditions:

- (i) Developer acknowledges and agrees that such Additional Property shall be conveyed and accepted in an "as is" condition and that Village makes no representations, warranties or agreements of any kind whatsoever as to its condition, quality, suitability or developability. It shall be the sole responsibility of Developer, at Developer's sole expense, to investigate and determine the soil, environmental and all other conditions to accommodate the Project to be constructed by Developer hereunder. The Developer waives any claim that any such Additional Property is environmentally unsuitable for the Project and shall be obligated to take title to the Additional Property once the Village has accepted it.

- (ii) On the date ("Closing Date") for conveyance of title by the Village to the Developer hereunder ("Closing"), the Village shall convey to the Developer merchantable, insurable, fee simple title to the parcel by quit claim deed in a form which is mutually satisfactory to the Village and the Developer, and with no exceptions other than the same exceptions that appeared on the title policy issued to the Village upon its acceptance of such Additional Property (the "Permitted Exceptions"). The Village shall deliver or cause to be delivered to the Developer, or to Developer's attorneys, prior to the Closing Date, a title commitment for an ALTA Form B Owners Title Insurance Policy issued by the Title Company in an amount determined by the Parties, covering title to the intended parcel on or after the date hereof, showing title in the Village subject only to Permitted Exceptions. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the commitment, subject only to the exceptions as therein stated. The Developer shall pay for all premiums of title insurance coverage and any other costs related to the Closing. The Developer shall also pay for any other costs incurred by the Village in the acquisition and conveyance of any Additional Property.
- (iii) The Developer shall be liable for any real estate taxes regarding any Additional Property.
- (iv) The Developer agrees to indemnify, defend and hold harmless the Village from and against any and all debt, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultant's fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Village as a result of any matter, condition or state of fact involving Environmental Laws or Hazardous Substances which existed on or arose prior to the Closing and which failed to comply with (i) the Environmental Laws in effect as of the Closing or (ii) any existing common law theory based on nuisance or strict liability in existence as of the Closing, regardless of whether or not the Developer had knowledge of same as of the Closing. The representations and warranties of the Developer under this subsection will be deemed to be continuing representations and warranties of the Developer up to and including the Closing, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the Developer in this subsection will survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the Developer hereto following the Closing Date, subject to any applicable statute of limitations.
- (v) The Developer further agrees to indemnify, defend and hold harmless the Village from and against any and all claims, debts, costs, fines, penalties and liabilities, including but not limited to reasonable attorneys' fees and expenses, suffered or incurred by the Village arising out of the failure of the Internal Revenue Service of the United States to treat the Village as a "qualified organization" under Section

170(c) of the Internal Revenue Code in connection with the conveyance of the Additional Property to the Village.

SECTION EIGHT

FINANCING OF PROJECT COSTS

8.01. **DEVELOPER'S COST:** Subject to payment or reimbursement of certain Redevelopment Costs by the Village, as hereinafter provided, the Developer shall be responsible for the entire cost of constructing the Project. Should the actual cost or expense of construction of any item eligible for payment by the Village, be greater than the amount set forth in the Budget, the Developer shall be required to pay such excess costs, subject to the provisions of Section 5.01 hereof.

The Village reserves the right to examine all records relating to all costs paid by the Developer and to obtain from such consultants or experts as the Village determines to be appropriate, such other information as is necessary for the Village to evaluate compliance by the Developer with the terms hereof. The Village shall give two (2) business days' advance written notice of such examination.

8.02. **REIMBURSEMENT OF REDEVELOPMENT COSTS; ISSUANCE OF NOTE BY VILLAGE:** Subject to the terms and conditions of this Agreement (including, without limitation, the provisions concerning the utilization of Tax Increment) and the Act, the Village hereby pledges Tax Increment to reimburse Developer for Redevelopment Costs up to a maximum principal amount of \$1,830,000. The Village shall make a cash payment to the Developer of Tax Increment in the amount of \$200,000 upon the Developer submitting evidence reasonably satisfactory to the Village that: (i) the Developer has acquired all parcels of property constituting the Site, (ii) the Developer has incurred at least \$200,000 in Reimbursable Redevelopment Project Costs, as evidenced by a Certificate of Reimbursable Redevelopment Project Costs in the form attached

hereto and incorporated herein as Exhibit "I" and accompanying documentation, and (iii) the construction loan for the Project has been opened.

The Village shall evidence its obligation to reimburse Developer for the remaining principal amount of \$1,630,000 in Redevelopment Costs by the execution and delivery of a Note substantially in the form set forth in Exhibit "J" attached hereto and incorporated herein. The Note shall be payable solely from and secured by a lien on the monies deposited from time to time in the Fund, subject to the priorities for utilization of Tax Increment set forth below.

The Developer acknowledges that no opinion regarding exemption of interest on the Note from federal income taxation will be provided by the Village.

The Note shall bear interest on the outstanding principal amount at the rate of seven percent (7%) per annum (computed on the basis of a 360-day year of twelve 30-day months), commencing on the date that the Developer's construction loan is opened. The Note shall not constitute a general obligation of the Village, nor shall it be secured by the full faith and credit of the Village. Deferred accrued interest which is owing and unpaid shall itself bear interest. The Note shall mature on or before December 31, 2014. The Note shall be subject to mandatory redemption, without premium, in whole or in part, on any Scheduled Payment Date (as defined below) to the extent there are amounts available in the Fund (subject to the provisions of Section 8.03). The Note shall be subject to redemption at the option of the Village without premium, as a whole or in part, at any time but only to the extent that there are amounts available in the Fund (subject to the provisions of Section 8.03.).

The Village shall have no obligation to make any payment on any Scheduled Payment Date if the Developer is in default under this Agreement and such payment will be suspended until such default has been remedied in accordance with Section 10.04. No interest shall accrue

during any such period of default. Notwithstanding the foregoing, however, the Developer shall not be deemed to be in default and interest on the outstanding principal balance of the Note shall continue to accrue if, within thirty (30) days following the Developer's receipt of written notice from the Village of a default, the Developer cures such default to the reasonable satisfaction of the Village, or, where the nature of the default makes it impossible to cure within said thirty (30) day period, the Developer diligently commences to cure such default.

The Note shall be dated as of its date of issuance. Interest on the Note shall be payable on each July 1st and January 1st, except that the final payment shall be on December 31, 2014 (each hereinafter referred to as a "Scheduled Payment Date"). The Note shall bear interest as provided above. Amounts on deposit in the Fund shall be applied first to the payment of interest on the Note and then to the mandatory redemption of the Note as provided above.

The Developer may submit a request for the issuance of the Note at such time as (i) the Developer has acquired all parcels constituting the Site, (ii) the Developer has submitted a Certificate of Reimbursable Project Costs, including supporting documentation requested by the Village verifying that the requested reimbursement is solely for Redevelopment Costs incurred, equal to at least \$1,630,000 (not including the \$200,000 reimbursed as described above), and (iii) the construction loan for the Project has been opened. If the Redevelopment Costs incurred by the Developer are for costs other than land acquisition costs, the Certificate of Reimbursable Project Costs shall include the following information:

- (i) a copy of the executed contract(s), agreement(s) for services or purchase order(s) underlying the payment of funds for which the Developer is requesting reimbursement;
- (ii) signed sworn statement and a contractor's affidavit listing the subcontractor(s) and material supplier(s) with the total contract price, the amount previously paid, the amount of the requested payment and the balance due;
- (iii) partial lien waivers for the amount of the requested reimbursement; and
- (iv) such other information requested by the Village in order to verify that the requested reimbursement is solely for Redevelopment Costs.

The Village shall have thirty (30) days from the date of a complete request for issuance to approve said request or to request the Developer to supplement or revise the information submitted. Upon review and approval by the Village of the request, the Village will issue the Note as described above.

8.03. UTILIZATION OF TAX INCREMENT: The Village shall deposit all Tax Increment, as it is received, into the Fund, and shall disburse the same as follows:

A. First, the Village shall pay all reasonable or necessary costs incurred by the Village (including costs of legal, financial planning and other similar services): (i) in implementing and administering the Redevelopment Plan and this Agreement, (ii) in complying with all state and county requirements concerning initial and annual filings and submissions for, and qualifications of, the Area, and (iii) in maintaining and auditing the Fund as part of the Village's annual audit;

B. Next, the Village shall pay, or allocate amounts sufficient to pay, interest on the Note and the annual mandatory redemption payments on the Note;

C. Next, the Village shall, at its option, pay or allocate amounts sufficient to pay any other costs permitted under the Act, including, but not limited to, optional redemption payments on the Note and payments on the Sales Tax Note (as hereinafter defined) to the extent permitted by applicable law; and

D. The balance, if any, shall be paid to the DuPage County Collector for distribution to the Village and the affected taxing districts for deposit in their appropriate accounts, in accordance with the surplus distribution provisions of the Act.

The Village agrees that so long as the Note is outstanding, the Village shall not issue any other indebtedness or obligations secured by the Tax Increment (other than obligations to refund and redeem and pay in full the Note). The Village hereby represents and warrants that there are no

other obligations issued by the Village secured in whole or in part, superior to the Note.

Notwithstanding the foregoing, upon payment of the \$200,000 to the Developer as provided for in 8.02, any additional money on deposit in the Fund at that time, up to a maximum amount of \$30,000, shall be reserved by the Village for payment of its administrative costs and fees related to the Area.

8.04. REVIEW OF TAXES: The Developer acknowledges that the sole source of money to make the payments on the Note is Tax Increment. The Developer further acknowledges that any of the following actions taken by the Developer could reduce the amount of Tax Increment available to make payments due on the Note:

A. Initiation of administrative or judicial review of the applicability of any tax determined to be applicable to the Site.

B. Initiation of administrative or judicial review of the constitutionality of any tax determined to be applicable to the Site.

C. A reduction in the real property taxes paid with respect to the Site through intentional actions such as terminating the business activity conducted on the Site, seeking a reduction in the assessed value of the Site through any request, petition, claim, or other proceeding or similar action.

D. Any application for an abatement or deferral of real property taxes under any applicable statute.

8.05. ECONOMIC INCENTIVE AGREEMENT: Simultaneously with the execution of this Agreement, pursuant to its authority granted under 65 ILCS 5/8-11-20, the Village shall enter into an economic incentive agreement with the Developer providing for the payment of a certain portion of Sales Taxes attributable to the Site to the Developer under the terms and conditions set forth therein (the "Sales Tax Agreement"). Upon receipt of evidence of the opening of the

construction loan, the Village shall issue a sales tax note or notes ("Sales Tax Note(s)") evidencing the obligation of the Village for the payment of Sales Taxes pursuant to the terms of the Sales Tax Agreement and this Agreement. The maximum principal amount of the Sales Tax Note shall be \$1,670,000; provided, however, that such amount may be adjusted downward pursuant to Section 8.06 and Section 9 hereof. A form of the Sales Tax Agreement and Sales Tax Note is attached hereto and incorporated herein as Exhibit "K". The Village agrees that the Developer may request that the Village issue one or more Sales Tax Notes in principal amounts designated by the Developer so long as the total initial principal amount of all Sales Tax Notes does not exceed \$1,670,000. The Developer acknowledges that no opinion regarding exemption of interest on the Sales Tax Note from federal income taxation will be provided by the Village.

8.06. SPECIAL SERVICE AREA: Certain of the Required Public Improvements, as specified in Exhibit C previously attached hereto and incorporated herein, will be financed through the establishment by the Village of a special service area pursuant to 35 ILCS 200/27-5, *et seq.* (the "SSA Act"). The boundaries of the Special Service Area shall be coterminous with the Site (including the Self-Storage Facility) plus any adjacent public right-of-way upon which Required Public Improvements will be constructed (the "Special Service Area"). The Developer shall be responsible for the cost of construction of the Required Public Improvements, and shall be reimbursed for a portion of said costs from the net proceeds of a special service area bond issue ("SSA Bonds") by the Village, as described below, said bonds being payable from an ad valorem tax levied upon taxable property in the Special Service Area pursuant to the SSA Act. All costs of issuance related to the SSA Bonds shall be paid from the bond proceeds prior to any reimbursements to the Developer.

Upon the Developer's acquisition of the Site and presentation to the Village of evidence that

the construction loan for the Project has been opened, the Village shall propose the establishment of the Special Service Area, the issuance of the SSA Bonds and/or the imposition of a tax levy for said purposes and take such further actions as are necessary to establish the Special Service Area. Copies of the forms of ordinance the Village intends to pass with respect to the proposal and establishment of the Special Service Area are attached hereto and incorporated herein as Exhibits "L" and "M" respectively.

The net amount of SSA Bonds proceeds to the Developer from the sale of the SSA Bonds, after all associated costs of issuance are paid, shall be not less than \$3,300,000 and shall bear interest at the best available rate determined by the Village's financial consultant under then current market conditions and shall mature no later than January 1, 2029. Notwithstanding the foregoing, if the best available rate results in proceeds of less than \$3,300,000, then the net proceeds to the Developer from the sale of the SSA Bonds shall be decreased. To the extent possible, the Village's financial consultant shall structure the amount of debt service on the SSA Bonds assuming a charge of \$1.54 per square foot of tenant space on the Site and \$0.30 per square foot for the Self-Storage Site; provided, however, the Parties acknowledge that the SSA Bonds will be paid from an ad valorem tax levied against all real property in the Special Service Area, unlimited as to rate or amount and in addition to other taxes permitted by law. If the principal amount of the SSA Bonds is increased due to a more favorable interest rate and the net proceeds to the Developer from the sale of the SSA Bonds exceeds \$3,300,000, then the principal amount of the Sales Tax Note(s) shall be decreased by the amount by which the net proceeds of the SSA Bonds exceeds \$3,300,000; provided, however, that this shall occur only to the extent that there are sufficient costs that are eligible under the SSA Act. The reduction in principal amount shall be done in the same manner as set forth in Section Nine.

Contingent upon the Village's timely performance of its obligations under this Agreement and the imposition of the Special Service Area tax levy in accordance with the terms of this Agreement, the Developer, for itself and its successors and assigns, agrees to waive its right to object under 35 ILCS 200/27-5 *et seq.* to the establishment of such Special Service Area, to the issuance of the SSA Bonds and to the imposition of such tax levy. Subject to the conditions stated in the preceding sentence, the Developer, for itself and its successors and assigns, further agrees to consent to the establishment of such special service area, and specifically agrees to waive and relinquish any and all claims, remedies or causes of action that it may have as a result of any defect in the establishment of such special area. The Developer and its successors and assigns, shall execute such documents and instruments as the Village Attorney may reasonably request to confirm such waivers and consents.

The Developer shall construct the Required Public Improvements in accordance with the provisions of this Agreement. Upon completion of such construction, the Developer may submit a request for the issuance of the SSA Bonds. The request for issuance shall include the following information:

- (i) a copy of the executed contract(s), agreement(s) for services or purchase order(s) underlying the payment of funds for which the Developer is requesting the issuance of the SSA Bonds;
- (ii) signed sworn statement and a contractor's affidavit listing the subcontractor(s) and material supplier(s) with the total contract price, the amount previously paid, the amount of the requested payment and the balance due;
- (iii) lien waivers for the amount of the requested reimbursement; and
- (iv) such other information requested by the Village in order to verify that the requested reimbursement is solely for Redevelopment Costs.

The Village shall have thirty (30) days from the date of a complete request for issuance to approve said request or to request the Developer to supplement or revise the information submitted.

Upon review and approval by the Village of the request, the Village will issue the SSA Bonds as

described above.

SECTION NINE

FINAL CERTIFICATION OF PROJECT COSTS; RECAPTURE

The Developer acknowledges that the level of financial assistance provided by the Village herein is based upon the Budget, previously attached hereto as Exhibit F, which indicates a "return on equity" to the Developer of 13.71%. Within sixty (60) days of the earlier to occur of (i) December 31, 2011 or (ii) issuance of the last certificate of occupancy for the Project, the Developer shall submit a certification of actual costs in each of the categories shown on the pro forma to the Village. To the extent that the scope of all improvements required by the various governmental agencies having jurisdiction over the Project is less than those items included in the Budget, resulting in a net decrease in the Budget, the amounts attributable to such improvements in the Budget shall be removed and the amount of the Sales Tax Note shall be reduced by that same amount. At the same time, the Developer shall provide the Village with its tenant base rent roll.

The Developer shall provide such documentation as the Village reasonably deems necessary to confirm the actual Project costs and the tenant base rent roll. The Village shall have the certified actual Project costs and tenant base rent roll reviewed by its financial consultant and shall notify the Developer in writing when they are determined by it and its financial consultant to be acceptable.

Once the certified actual Project costs are deemed to be acceptable by the Village, the Village's financial consultant shall calculate an initial "return on equity" to the Developer based on the certified actual Project costs and the tenant base rent roll. If the "return on equity" is calculated to be in excess of 15% but less than 17%, 50% of such excess shall be due to the

Village. If the "return on equity" is 17% or higher, all such excess shall be due to the Village. If any amount is due to the Village pursuant to this Section, such amount shall be paid by applying a deemed payment of principal against the Sales Tax Note(s).

For purposes hereof, "excess" shall mean the product of (a) the amount by which the "return on equity" percentage exceeds the base percentage, multiplied by (b) the equity. For example, if the "return on equity" is 17%, and the equity is \$10,000,000, then the "excess" due to the Village shall be $(17\% - 16\% = 1\%) \times \$10,000,000 = \$100,000$.

The Village shall provide to the Developer written notice of the calculation of the financial consultant and the amount, if any, of any deemed payment of principal against the Sales Tax Note(s). Within ten (10) days of such notice, the Developer may contest the proposed deemed payment of principal in writing. After reviewing the Developer's objections, the Village shall make a final determination as to the amount, if any, of the deemed payment of principal against the Sales Tax Note(s).

In no event shall the Developer be entitled to additional economic assistance from the Village if the certified actual Project costs show a "return on equity" to the Developer of less than anticipated in the Budget.

SECTION TEN

PERFORMANCE

10.01. **TIME OF THE ESSENCE**: Time is of the essence of this Agreement.

10.02. **DELAY**: Performance by either Party hereunder shall not be deemed to be in default as a result of Force Majeure, acts of the other Party, the act or the failure to act of any public or governmental agency or entity (except that the acts or failure to act of the Village shall not excuse performance by the Village) which in fact interferes with the ability of such Party to

discharge their respective obligations hereunder; nor shall either the Village or the Developer be considered on breach of, or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the Village to act under the Ordinances, or perform under this Agreement. The Village shall diligently contest any such proceedings and any appeals therefrom. The Village may settle a contested proceeding at any point, so long as the settlement results in the Village's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on Developer or reduce the Developer's rights or increase its obligations under this Agreement. Provided, however, that the Party seeking the benefit of the provisions of this Section 10.02 shall, within ten (10) days after the beginning of any such delay, have first notified the other Party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay. Such notice may be given to a mortgagee in possession or seeking to obtain possession or any mortgagee, successor or assign becoming an assignee by fore-closure or deed in lieu of foreclosures.

10.03. NO WAIVER BY DELAY: Any delay by a Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder against the other Party shall not operate as a waiver of any such Party's rights or to deprive it of or limit such rights in any way. No waiver in fact made by the Village with respect to any specific default by Developer shall be considered or treated as a waiver of the rights of the Village with respect to any other defaults by Developer or with respect to the particular default except to the extent specifically waived in writing. No waiver in fact made by the Developer with respect to any specific default by the Village shall be considered or treated as a waiver of the rights of the Developer with respect to any other defaults by the Village or with respect to the particular default except to the extent specifically

waived in writing.

10.04. BREACH AND REMEDIES: Upon the breach of this Agreement, any of the Parties may, exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, seek termination of this Agreement, specific performance of the covenants and agreements herein contained or any other remedy available at law or in equity.

In the event either Party shall institute legal action because of breach of any agreement or obligation contained in this Agreement, on the part of either Party to be kept or performed, the non-failing Party shall be entitled to recover all damages, costs and expenses, including reasonable attorney's fees incurred therefore, but in no case shall either Party be entitled to seek or recover consequential damages. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise of it, at the same time or different times, of any rights or remedies for the same default or for any other default by the other Party, as provided herein.

Subject to the extensions of time set forth in Section 10.02. hereof and to provisions for notice as provided herein, failure or delay by either Party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The Party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence. The Party claiming such default shall give written notice of the alleged default to the Party alleged to be in default, specifying the default(s) complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as required to protect against further damages, the injured Party may not institute

proceedings against the Party in default until thirty (30) days after giving such notice. If such default is cured within such thirty (30) day period, the default shall be deemed cured. If the default is one which cannot be reasonably cured within thirty (30) days, and if the defaulting Party shall commence curing the same within such thirty (30) day period, the said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the defaulting Party diligently proceeds therewith; if such default is cured within such extended period, the default shall be deemed cured. The provisions of this paragraph shall not apply to the time deadlines set forth in Section 6.01 as to the submittal of Plans and Specifications or to the suspension of payments under the Note, as described in Section 8.02.

Any failure or delay by either Party in asserting any of its rights or remedies as to any default or alleged default shall not operate as a waiver of any such default or of any rights or remedies it may have as a result of such default, nor shall it deprive either such Party of its rights to institute and maintain any actions or proceedings which it may have hereunder.

Each of the following acts or omissions of the Developer shall also constitute a breach or default under this Agreement: (i) Developer abandons or substantially suspends construction hereunder or does not have a sufficient work force on the job so as to continuously and expeditiously complete the work, for a period of sixty (60) consecutive days after written notice by the Village of such abandonment, suspension or insufficient work crew; (ii) the Developer transfers, or suffers any involuntary transfer of the Site or any part thereof, in violation of this Agreement; (iii) the filing, execution or occurrence of a voluntary or involuntary petition filed seeking any debtor relief, or the making of an assignment for the benefit of creditors by the Developer, or Developer's execution of any instrument for the purpose of effecting a composition of creditors or the adjudication of Developer as bankrupt or insolvent.

10.05. NOTIFICATION TO MORTGAGEES: Whenever the Village shall deliver any notice or demand to Developer with respect to any alleged breach or default by Developer hereunder, the Village shall at the same time deliver to each holder of record of any mortgage, or grantee under any other conveyance for financing, a copy of such notice or demand, provided Village has been advised in writing of the name and address of any such holder. Each such holder or other entity shall have the right to cure or remedy or commence to cure or remedy any such default within the same time frame and subject to the same conditions as are applicable to the Developer pursuant to Section 10.04 hereof.

In the event the Developer's default is not one curable by a mortgagee or holder of any other interests under a conveyance for financing purposes (i.e., insolvency or bankruptcy of the Developer), such holder may request and the Village may agree to enter into an assumption agreement with such holder upon such terms as the parties may then agree. Any such assumption agreement shall minimally incorporate this Agreement and all Exhibits attached hereto, together with such other reasonable terms as the parties may agree to secure the Village in the prompt completion of the Project and the Required Public Improvements.

SECTION ELEVEN

INDEMNIFICATION

The Developer and the Village hereby agree to indemnify, defend and hold harmless the other Party and its officers, agents and employees from and against any losses, costs, damages (except consequential damages), liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorney's fees and court costs) suffered or incurred by such Party arising from or in connection with the failure of the indemnifying Party to perform its obligations under this Agreement. In addition, the Developer hereby agrees to indemnify, defend and hold

harmless the Village and its officers, agents and employees from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorney's fees and court costs) for the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the Project.

All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village and not of any of its governing body members, officers, agents, employees or independent contractors in their individual capacities.

SECTION TWELVE

INSURANCE AND DESTRUCTION OF PROJECT

Prior to the Developer commencing construction of the Project, the Developer agrees to provide the Village with all policies of insurance which the Village may reasonably require in forms and coverages, issued by companies and in amounts reasonably satisfactory to the Village, including without limitation, comprehensive liability, workmen's compensation and builder's risk insurance coverage naming the Village as an additional insured on said policies.

The Developer shall furnish or cause to be furnished to the Village duplicate originals, if requested, or appropriate certificates of insurance evidencing that there shall be in effect on a per project limit basis, comprehensive bodily injury and property damage liability insurance in the amount of at least Two Million and no/100ths Dollars (\$2,000,000.00) combined single limit, per occurrence and shall include the Village, its officers, agents and employees as additional insureds in all such policies. The Village shall make no claim under any builder's risk or property damage insurance without an opinion from Chapman & Cutler or other nationally recognized bond counsel that such claim will not adversely affect the tax-exempt status of any SSA Bonds.

All such policies shall also provide for at least thirty (30) days notice to the Village of the cancellation or termination of such policies. The Village shall have the right but not the obligation to pay any delinquent insurance premiums hereunder and Developer shall reimburse Village for any such payments. Any liability of the Village, its officers, agents and employees, for the construction of the Required Public Improvements shall be fully insured under these policies for the limits set forth above. Such insurance shall be maintained in force by Developer until construction of the Required Public Improvements is completed.

Prior and subsequent to the completion of the Project, Developer shall cause same to be insured in an amount equal to the full replacement value thereof, such that should any portion thereof be damaged or destroyed by fire or other insurable casualty, sufficient funds shall be available to permit the reconstruction thereof; provided, however, that with respect to Required Public Improvements that are conveyed to the Village, once the Village has accepted any such Required Public Improvement, it shall be the Village's responsibility to insure such Required Public Improvement. Should the Project be damaged or destroyed either prior to or subsequent to completion, the Developer shall either rebuild the Project or repay to the Village all moneys paid to the Developer from the Village under the provisions of this Agreement. In the event that the amount of insurance proceeds is in excess of all amounts due to any lender holding a mortgage on the Site, and the Developer elects not to re-build the damaged or destroyed portion of the Project, such excess shall be applied toward any amounts due to the Village, if any, under the preceding sentence.

SECTION THIRTEEN

DEVELOPER'S BOOKS AND RECORDS

Developer agrees that the Village shall have the right and authority, upon two (2) business

days' advance written notice, to review and audit, from time to time, during regular business hours, the Developer's books and records relating to the Project (including Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts purchase orders, waivers of lien, paid receipts and invoices) reasonably required in order to confirm that any costs paid or reimbursed by any Notes or SSA Bonds are or have been expended for purposes of the construction of the Required Public Improvements or other Redevelopment Costs. The books and records shall be kept in such a manner so that the Village can determine which costs are attributable to such Required Public Improvements, for purposes of reimbursement from the Village. Developer further agrees to incorporate the Village's right to audit books and records as described herein into all contracts entered into by Developer with respect to the Required Public Improvements.

SECTION FOURTEEN

TRANSFERS

The Developer shall not make, create or suffer to be made any sale, transfer, assignment or conveyance with respect to this Agreement or the Site or the Project, or any part thereof, including without limitation, any transfer or assignment of the beneficial interest in title holding trust or any part thereof, or contract or agree to do any of the same, without the prior written approval of the Village, which approval shall not be unreasonably withheld or delayed.

Any proposed transferee shall have the qualifications and financial responsibility necessary and adequate, as may be reasonably determined by the Village, to fulfill the obligations undertaken in this Agreement by the Developer. Any such proposed transferee, by instrument in writing reasonably satisfactory to the Village and in recordable form, for itself and its successors and assigns, and for the benefit of the Village, shall expressly assume all of the obligations of the Developer under this Agreement, shall agree to be subject to all the conditions and restrictions to

which the Developer is subject and upon acceptance in writing by the Village of such transferee the Developer shall be released from any obligation or responsibility under this Agreement. In the absence of the specific written agreement by the Village no such transfer, assignment or approval by the Village shall be deemed to relieve the Developer or any other Party from any obligations as to Site under this Agreement.

The restrictions set forth in this Section shall not apply to the sale of any outlot located on the Site or the Self-Storage site. Further, the restrictions set forth in this Section shall terminate two (2) years after the issuance of the final occupancy certificate for the Project.

In addition, notwithstanding anything herein to the contrary, no prior consent shall be required in connection with: (a) the right of the Developer to assign or pledge its right to receive reimbursement hereunder; (b) the right of the Developer to encumber or collaterally assign its interest in the Site or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Project costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (c) the right of the Developer to assign the Developer's rights, duties and obligations under this Agreement to any party related to the Developer by one of the relationships described in Article 267(b) of the United States Internal Revenue Code of 1986, as amended, provided that in each such event the Developer provides to the Village fifteen (15) days advance written notice of the proposed assignment or transfer.

SECTION FIFTEEN

MISCELLANEOUS PROVISIONS

15.01. **MUTUAL ASSISTANCE**: The Village and the Developer agree to execute all

documents, including permit applications, and to take all appropriate or necessary measures as required by this Agreement, by the Act, by the Ordinances, the statutes of the State of Illinois or of any other governmental agencies as may be applicable thereto in order to properly effectuate the implementation, purpose, intent and spirit of this Agreement and the completion of the Project in accordance with the Control Documents.

15.02. REAL ESTATE BROKERAGE: Each Party hereto agrees to indemnify, defend and hold harmless each other Party from and against any and all claims for real estate broker commissions or fees in connection with any aspect of the transactions contemplated hereunder arising as a consequence of the acts or omissions of the Party from whom such indemnification is sought.

15.03. DISCLAIMER: Nothing contained in this Agreement nor any act of the Village shall be deemed or construed by any of the Parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Village or the Developer

15.04. COVENANTS RUNNING WITH THE LAND: It is intended and agreed, that all covenants provided in this Agreement on the part of the Developer to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the Village, and any successor in interest to the Site, or any part thereof.

15.05. LEGAL OPINIONS: On the effective date of the Village's ordinance authorizing the execution of this Agreement, the Village Attorney shall provide the Developer with an opinion in substantially the form attached hereto as Exhibit "N". At the same time, Developer's counsel shall provide the Village with an opinion in substantially the form attached hereto as Exhibit "O".

On the date that the Village issues the Note and the Sales Tax Note(s), the Village Attorney shall provide an opinion regarding the legal, valid and binding nature of the obligations thereunder. On the date that the Village issues the SSA Bonds, the Village Attorney shall provide the Developer and the Developer's Counsel with an opinion in substantially the form attached hereto and incorporated herein as Exhibit "P".

15.06. PARAGRAPH HEADINGS: The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

15.07. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

15.08. RECORDATION OF AGREEMENT: The Parties agree to execute and deliver the original of this Agreement in proper form for recording in the office of the Recorder of Deeds, DuPage County, Illinois.

15.09. NOTICES: Notices herein required shall be in writing and shall be served upon the Parties, either personally or mailed by certified or registered mail, return receipt requested, or by overnight courier:

If to the Village: Village Administrator
Village of Willowbrook
7760 Quincy
Willowbrook, Illinois 60527

with a copy to: Gorski & Good
211 South Wheaton Avenue
Suite 305
Wheaton, Illinois 60187
Attn: Ms. Robin Jones

If to Developer: Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
Attn: Managing Director of Real Estate
4104 North Harlem Avenue
Norridge, IL 60706

with a copy to: Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
Attn: General Counsel
4104 North Harlem Avenue
Norridge, IL 60706

and

Polsky & Associates, Ltd.
205 N. Michigan Avenue
41st Floor
Chicago, Illinois 60601

If to any Mortgagee: To the person and address designated
to the Village in writing by the Mortgagee.

If to Bond Counsel: Chapman & Cutler
111 W. Monroe
Chicago, Illinois 60603

A Party's address may be changed from time to time by such Party giving notice as provided above to the other Parties noted above.

15.09. INTEGRATION: This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Village or the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Village and the Developer.

15.10. AMENDMENT: This Agreement, and any Exhibit attached hereto, may be

amended only by written instrument properly executed by the Parties or their successors in interest. Execution of any such amendment by the Village shall first have been authorized by the Ordinance or Resolution duly adopted by the corporate authorities of the Village.

15.11. CERTIFICATE OF CONTINUED EFFECTIVENESS: Within ten (10) business days after the written request by Developer, the Village shall execute and deliver to any existing or proposed mortgagee, or lessor or grantee a certificate stating that this Agreement is in full force and effect, that neither the Village nor Developer are in default under this Agreement and containing such other information as may be reasonably requested by such mortgagee, lessor or grantor.

15.12. SUCCESSORS AND ASSIGNEES: The terms and conditions of this Agreement are to apply to and bind and inure to the benefit of the Village, the Developer and their successors and assignees.

15.13. SEVERABILITY: If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

15.14. TERM: This Agreement shall be in full force and effect from and after the execution hereof by the last Party to execute the same and shall remain in full force and effect, unless earlier terminated pursuant to any of the terms or provisions of this Agreement, until December 31, 2014.

15.15. GOVERNING LAW: The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

15.16. NO DISCRIMINATION: The Developer, in connection with the construction of the Project, shall utilize fair employment practices, and shall not discriminate against any employee or

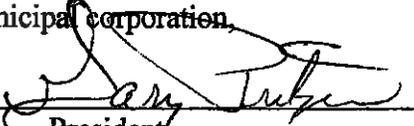
applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, solicitations and advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the Village setting forth the provisions of this non-discrimination clause.

15.17. CONFLICT: In the event of any inconsistency or conflict between the terms of this Agreement and the Sales Tax Agreement, the terms of this Agreement shall control.

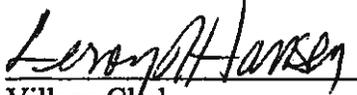
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: 
President

ATTEST:


Village Clerk

WILLOWBROOK TOWN CENTER LLC,
an Illinois limited liability company,

By: The Harlem Irving Companies, Inc., an
Illinois corporation

By: _____

ATTEST:

Secretary

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: _____
President

ATTEST:

Village Clerk

WILLOWBROOK TOWN CENTER LLC,
an Illinois limited liability company,

By: The Harlem Irving Companies, Inc., an Illinois corporation

By: Donald W. Bailey
Vice President

ATTEST:

Lucas C Lewis
Assistant Secretary

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

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

GIVEN under my hand and Notarial Seal this 4th day of October, 2006.



Mary Partyka
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

OF THE HARLEM IRVING
COMPANIES, INC., MANAGER

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Dondal W. Bailey, Vice President of The Harlem Irving
Companies, an Illinois corporation, and Bileen C. Lewis, Asst Secretary of said corporation,
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such Vice President and Asst. Secretary, respectively appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein
set forth; and the said Secretary then and there acknowledged that She, as custodian of the seal of
said corporation, did affix the seal of said corporation to said instrument, as her own free and
voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein
set forth.

GIVEN under my hand and Notarial Seal this 4th day of October, 2006.

GARY
Notary Public



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

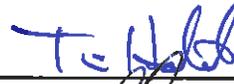
A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN ESCROW DEPOSIT AGREEMENT WITH WILLOWBROOK TOWN CENTER LLC

AGENDA NO. 9

AGENDA DATE: 11/28/11

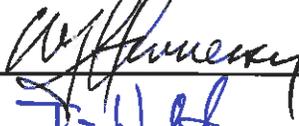
STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____



LEGAL REVIEW: William Hennessy, Attorney

SIGNATURE: _____



RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: _____



REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Pursuant to the Development Agreement executed on October 4, 2006 with Willowbrook Town Center LLC, the Developer was to fund \$250,000 in improvements to the Willowbrook Lanes Bowling Alley. The bowling alley is included in the TIF District, but not in the Special Service Area (SSA). The Agreement provides that if the Developer and the bowling alley owner cannot come to an agreement regarding the improvements, the Developer is then required to deposit the funds into an escrow account while the Village works with the bowling alley owner to complete the project.

The Development Agreement contains a deadline of December 31, 2011 in which to finalize all project related improvements and submit a certification of actual project costs. The Agreement also states that any excess escrow funds remaining at that time will be returned to the Developer. Therefore, we have requested a time extension from Harlem Irving in which to complete the bowling alley improvement work utilizing the escrow funds. This time extension will require an amendment to the Development Agreement. Staff and the Village Attorney have discussed this matter with representatives from Harlem Irving and have advised that the Village would move forward executing the necessary documents.

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

Of the required deposit of \$250,000, a total of \$76,354.05 in improvements has been completed by the Developer to date. As a result, the remaining sum of \$173,645.95 is to be deposited with the Village within five (5) days of the executed Escrow Deposit Agreement. It will then be the responsibility of the Village and the bowling alley owner to make improvements utilizing the \$173,645.95 in escrow.

ACTION PROPOSED:

Adopt the Resolution

RESOLUTION NO. 11-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO ENTER INTO AN ESCROW DEPOSIT AGREEMENT WITH
WILLOWBROOK TOWN CENTER LLC

NOW, THEREFORE, 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 enter into an Escrow Deposit Agreement between the Village of Willowbrook and Willowbrook Town Center LLC., in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 28th day of November, 2011.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

ESCROW DEPOSIT AGREEMENT

This Escrow Deposit Agreement ("**Escrow Agreement**") is entered into as of this 28th day of November, 2011 by and between the Village of Willowbrook, an Illinois municipal corporation ("**Village**") and Willowbrook Town Center LLC ("**Developer**").

WHEREAS, Village and Developer entered into a Development Agreement, dated October 4, 2006, and amended November 28, 2011 (the "**Agreement**"), for the redevelopment and revitalization of the Area (as defined in the Agreement); and

WHEREAS, pursuant to the Agreement, Developer is to use reasonable commercial efforts to reach agreement with the owner of the bowling alley adjacent to the Area for façade and related improvements to be provided to the bowling alley building (the "**Improvements**") by the Developer; and

WHEREAS, despite its reasonable commercial efforts to reach agreement with the owner of the bowling alley for the Improvements, Developer has been unable to reach such an agreement; and

WHEREAS, pursuant to the Agreement, if Developer is unable to reach agreement with the owner for the bowling alley for the Improvements, Developer shall deposit the sum of \$250,000 with the Village for the purpose of future construction of such Improvements (the "**Escrow**").

NOW THEREFORE, in consideration of the mutual covenants contained in this Escrow Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Deposit.**

1.1. **Escrow Deposit.** Pursuant to the terms and provisions of the Agreement, within five (5) business days after the execution of this Escrow Agreement, Purchaser shall deposit by wire transfer with the Village the remaining sum of One Hundred Seventy Three Thousand Six Hundred Forty Five Dollars and .95 Cents (\$173,645.95) (the "**Escrow Deposit**"). Of the total required deposit of \$250,000 a total of \$76,354.05 in improvements has been completed by Developer as itemized in the attached Schedule A, leaving a remaining amount due of \$173,645.95.

1.2. **Investment of Escrow Deposit.** Village shall invest the Escrow Deposit in a bank deposit account or accounts, certificates of deposit and/or so-called "money market funds" established and managed by nationally recognized firms, as reasonably approved by Developer. All interest earned on the Escrow Deposit Money shall be deposited in the Escrow and disbursed in accordance with the Agreement.

2. **Use of Escrow.**

2.1. **By Village.** The Village shall be entitled to utilize the funds in the Escrow for (a) completion of any of the improvements designated as Parking Lot Improvements on the plans entitled "Willowbrook Bowl Parking Lot and Access Plan," prepared by Marchris Engineering, Ltd., Job No. 06-021, dated September 21, 2007, consisting of two (2) sheets numbered C-1 and C-2 or (b) completion of façade improvements to the bowling alley, all as contemplated by the Agreement.

2.2 **Notification; Developer Approval.** The Village shall notify Developer not less than five (5) business days prior to having any work done for which it intends to utilize the funds in the Escrow, which notice (a) shall describe the scope of work to be performed and the cost of the proposed work and (b) request that Developer approve the work to be performed in the notice to be provided by the Village. Developer agrees not to unreasonably withhold or unduly delay its approval of work proposed by the Village and in the event Developer has any objection to such work or the costs thereof, Developer shall notify Village of its objection(s) in writing within five (5) days of its receipt of the notice contemplated hereunder; provided, however, the cost of the work being performed by or at the direction of the Village shall not be a basis for objection by Developer.

3. **Expiration of Escrow.**

This Escrow Deposit Agreement shall expire on August 1, 2013. At that time, the funds remaining in the Escrow Deposit, if any, shall be delivered to the Developer along with any interest accrued thereon, whereupon this Escrow shall terminate.

4. **Notices.** Notices herein required shall be given in writing and directed to the parties hereto as follows:

Village: Timothy J. Halik
Village Administrator
Village of Willowbrook
7760 Quincy
Willowbrook, Illinois 60527

Copy to: William J. Hennessy
Law Offices of William J. Hennessy
221 North LaSalle Street
Suite 3800
Chicago, Illinois 60601

Developer: Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
4104 North Harlem Avenue
Norridge, Illinois 60706
Attn: Executive Vice President

Copy to: Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
4104 North Harlem Avenue
Norridge, Illinois 60706
Attn: General Counsel

Notices shall be deemed properly delivered and received: (i) when and if personally delivered or (ii) upon receipt of the notice or first refusal thereof.

5. **Litigation.** In the event of litigation between the parties with respect to these Instructions, the performance of their respective obligations hereunder, or the effect of a termination under the Agreement or this Escrow Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, court costs and reasonable fees of counsel selected by the prevailing party. Notwithstanding any provision of this Escrow Agreement to the contrary, the obligations of the parties under this Section 4 shall survive a termination of this Agreement.

6. **Time of the Essence.** Time is of the essence of this Escrow Deposit. If any date herein set forth for the performance of any obligations by any party hereto or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday.

7. **Counterpart.** This Escrow Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

VILLAGE:

Village of Willowbrook, an Illinois municipal corporation

By: _____
Robert A. Napoli, Mayor

DEVELOPER:

Willowbrook Town Center LLC, an Illinois limited liability company

By: The Harlem Irving Companies, Inc. an Illinois corporation, one of its managers

By: _____
Gregory E. Fix, Vice President

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

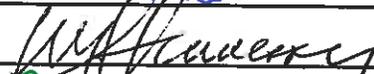
AN ORDINANCE AUTHORIZING THE AMENDMENT OF THE ELIGIBILITY FOR BENEFITS PROVISIONS IN THE VILLAGE'S EXISTING GROUP BASIC LIFE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY BY ADDING TO THE LIST OF SAID POLICY'S BENEFITTED CLASSES A SIXTH CLASSIFICATION CONSISTING OF (A) THOSE PERSONS HOLDING THE OFFICES OF VILLAGE MAYOR AND VILLAGE CLERK FOLLOWING THE GENERAL MUNICIPAL ELECTION IN 2013, AND (B) THOSE PERSONS HOLDING THE OFFICES OF VILLAGE TRUSTEE FOLLOWING THE GENERAL MUNICIPAL ELECTIONS OF 2013 AND 2015

AGENDA NO. 11
AGENDA DATE: 11/28/11

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: 

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Robert A. Napoli,
Mayor

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Both Village staff and elected officials are cognizant of the unfortunate tragic events which have occurred throughout the nation at community meetings open to the public. In some of the most violent incidents, injuries and loss of life resulted from senseless acts by disgruntled employees and angry members of the general public. Although the Village strives to ensure adequate security during all of our public meetings, we are also aware that such tragic events cannot realistically be avoided in all cases.

Out of concern for our own commission volunteers, potential methods to provide these individuals some level of additional peace-of-mind have been previously considered. This led to the creation of a fifth class within the Village's Life Insurance Policy to include appointed officials. Out of the same concern, the attached ordinance will create a sixth class within the Village's Life Insurance Policy to include elected officials. There are a total of eight (8) elected officials that would potentially be offered this prospective benefit. Therefore, the total annual cost to the Village would be \$864/year.

Given this added coverage is considered compensation, in accordance with state statute, after the ordinance is passed, the benefit cannot become effective until the next term for each elected position.

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

Attached is a copy of the Village's current policy received from Reliance Standard. Although not budgeted for, if the Village Board decided to offer this new benefit prospectively to elected officials, funds could be expended from the following account:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
Admin - Risk Manage.	01-10-480-274	Insurance - other	\$0

ACTION PROPOSED: Pass ordinance.

RELIANCE STANDARD

Life Insurance Company

Home Office: Chicago, Illinois • Administrative Office: Philadelphia, Pennsylvania

POLICYHOLDER: Village of Willowbrook

POLICY NUMBER: GL 673909

EFFECTIVE DATE: July 1, 2010

ANNIVERSARY DATES: July 1, 2011 and each July 1st thereafter.

PREMIUM DUE DATES: The first premium is due on the Effective Date. Further premiums are due monthly, in advance, on the first day of each month.

The Policy is delivered in Illinois and is governed by its laws.

We agree to provide insurance to you in exchange for the payment of premium and a signed Application. The Policy provides benefits for loss of life from injury or sickness. It insures the eligible persons for the amount of insurance shown on the Schedule of Benefits. The insurance is subject to the terms and conditions of the Policy.

The effective date of the Policy is shown above. Insurance starts and ends at 12:01 A.M., Local Time, at your main address. It stays in effect as long as premium is paid when due. The "TERMINATION OF THE POLICY" section of the GENERAL PROVISIONS explains when the insurance can be ended.

The Policy is signed by the President and Secretary.


Secretary


President

Countersigned _____

Licensed Resident Agent

**GROUP LIFE INSURANCE
NON-PARTICIPATING**

RELIANCE STANDARD LIFE INSURANCE COMPANY
Philadelphia, Pennsylvania

GROUP POLICY NUMBER: GL 673909

POLICY EFFECTIVE DATE: July 1, 2010

POLICY DELIVERED IN: Illinois

ANNIVERSARY DATE: July 1st in each year

Application is made to us by: Village of Willowbrook

This Application is completed in duplicate, one copy to be attached to your Policy and the other returned to us.

It is agreed that this Application takes the place of any previous application for your Policy.

Signed at _____ this _____ day of _____

Policyholder: _____ Agent: _____

By: _____ (Signature) _____ (Licensed Resident Agent)

_____ (Title)

Please sign and return.





*BC1COAPGL 67390907/01/2010*RSL
*BC2COAPVillage of Willowbrook

RELIANCE STANDARD LIFE INSURANCE COMPANY
Philadelphia, Pennsylvania

GROUP POLICY NUMBER: GL 673909

POLICY EFFECTIVE DATE: July 1, 2010

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Signed at _____ this _____ day of _____

Policyholder: _____ Agent: _____

By: _____ (Signature) _____ (Licensed Resident Agent)

_____ (Title)

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SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: None

ELIGIBLE CLASSES: Each active, Full-time employee, except any person employed on a temporary or seasonal basis, according to the following classifications:

CLASS 1: Deputy Chief

CLASS 2: Police Commander and Sergeant

CLASS 3: union Employee

CLASS 4: Employee not covered in any other class

INDIVIDUAL EFFECTIVE DATE: The day the person becomes eligible.

MINIMUM PARTICIPATION REQUIREMENTS: Percentage: 100% Number of Insureds: 10

AMOUNT OF INSURANCE:

Basic Life and Accidental Death and Dismemberment:

CLASS 1, 2 & 3: 1.75 times Earnings, rounded to the next higher \$1,000, subject to a maximum of \$200,000.

CLASS 4: 1.75 times Earnings, rounded to the next higher \$1,000, subject to a maximum of \$150,000.

For Insureds age 70 and over, the Amount of Basic Life and Accidental Death and Dismemberment Insurance is subject to automatic reduction. Upon the Insured's attainment of the specified age below, the Amount of Basic Life and Accidental Death and Dismemberment Insurance will be reduced to the applicable percentage. This reduction also applies to Insureds who are age 70 or over on their Individual Effective Date.

Age	Percentage of available or in force amount at age 69
70-74	65%
75-79	45%
80+	30%

The Life amount will be reduced by any benefit paid under the Accelerated Benefit Rider.

CHANGES IN AMOUNT OF INSURANCE: Increases and decreases in the Amount of Insurance because of changes in age, class or earnings (if applicable) are effective on the date of the change.

With respect to increases in the Amount of Insurance, the Insured must be Actively At Work on the date of the change. If an Insured is not Actively At Work when the change should take effect, the change will take effect on the day after the Insured has been Actively At Work for one full day.

CONTRIBUTIONS: Persons: Basic Insurance: 0%

DEFINITIONS

"We," "us" and "our" means Reliance Standard Life Insurance Company.

"You," "your" and "yours" means the employer, union or other entity to which the Policy is issued and which is deemed the Policyholder.

"Eligible Person" means a person who meets the eligibility requirements of the Policy.

"Insured" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

"Actively at work" and "active work" means the person actually performing on a Full-time basis each and every duty pertaining to his/her job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of injury or illness.

"Full-time" means working for you for a minimum of 32 hours during a person's regularly scheduled work week.

"The date he/she retires" or "retirement" means the effective date of an Insured's:

- (1) retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with you;
- (2) retirement pension benefits under any plan which you sponsor, or make or have made contributions; or
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

"Earnings", as used in the SCHEDULE OF BENEFITS section, means the Insured's annual salary received from you on the day just before the date of loss, prior to any deductions to a 401(k) or Section 125 plan. Earnings does not include commissions, overtime pay, bonuses or any other special compensation not received as basic salary.

If hourly employees are insured, the number of hours worked during a regularly scheduled work week, not to exceed 40 hours per week, times 52 weeks, will be used to determine annual earnings.

"Total Disability", as used in the WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY section, means an Insured's complete inability to engage in any type of work for wage or profit for which he/she is suited by education, training or experience.

"Loss" as used in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section, with respect to:

- (1) hand or foot, means the complete severance through or above the wrist or ankle joint;
- (2) the eye, speech or hearing, means total and irrecoverable loss thereof.

"Injury" means accidental bodily injury which is caused directly by accidental means and which occurs while the Insured's coverage under this Policy is in force.

GENERAL PROVISIONS

ENTIRE CONTRACT

The entire contract between you and us is the Policy, your application (a copy of which is attached at issue), and any endorsements and amendments.

CHANGES

No agent has authority to change or waive any part of the Policy. To be valid, any change or waiver must be in writing. It must also be signed by one of our executive officers and attached to the Policy.

INCONTESTABILITY

Any statement made in your application will be deemed a representation, not a warranty. We cannot contest this Policy after it has been in force for two (2) years from the date of issue, except for non-payment of premium.

Any statements made by you, any Insured, or on behalf of any Insured to persuade us to provide coverage, will be deemed a representation, not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which an Insured is covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in a written form signed by the Insured, or on behalf of the Insured; and
 - (b) a copy of such written instrument is or has been furnished to the Insured, the Insured's beneficiary or legal representative.
- (2) If the statement relates to an Insured's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during the lifetime of the Insured.

RECORDS MAINTAINED

You must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

CLERICAL ERROR

Clerical errors in connection with the Policy or delays in keeping records for the Policy, whether by you, us, or the Plan Administrator:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct a clerical error.

MISSTATEMENT OF AGE

If an Insured's age is misstated, the premium will be adjusted. If the Insured's insurance is affected by the misstated age, it will also be adjusted. The insurance will be changed to the amount the Insured is entitled to at his/her correct age.

ASSIGNMENT

Ownership of any benefit provided under the Policy may be transferred by assignment. An irrevocable beneficiary must give written consent to assign this insurance. Written request for assignment must be made in duplicate at our Administrative Offices. Once recorded by us, an assignment will take effect on the date it was signed. We are not liable

for any action we take before the assignment is recorded.

CONFORMITY WITH STATE LAWS

Any section of the Policy, which on its effective date, conflicts with the laws of the state in which the Policy is issued, is amended by this provision. The Policy is amended to meet the minimum requirements of those laws.

CERTIFICATE OF INSURANCE

We will send to you an individual certificate for each Insured. The certificate will outline the insurance coverage and to whom benefits are payable.

POLICY TERMINATION

You may cancel the Policy at any time. The Policy will be cancelled on the date we receive your letter or, if later, the date requested in your letter.

We may cancel the Policy if:

- (1) the premium is not paid at the end of the grace period; or
- (2) the number of Insureds is less than the Minimum Participation Number on the Schedule of Benefits; or
- (3) the percentage of eligible persons insured is less than the Minimum Participation Percentage on the Schedule of Benefits.

If we cancel because of (1) above, the Policy will be cancelled at the end of the grace period. If we cancel because of (2) or (3) above, we will give you thirty-one (31) days written notice prior to the date of cancellation.

You will still owe us any premium that is not paid up to the date the Policy is cancelled. We will return, pro-rata, any part of the premium paid beyond the date the Policy is cancelled.

INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

GENERAL GROUP: The general group will be your employees and employees of any subsidiaries, divisions or affiliates named on the Schedule of Benefits.

ELIGIBLE CLASSES: The eligible classes will be those persons described on the Schedule of Benefits.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: If you pay the entire premium, the insurance for an eligible Person will go into effect on the date stated on the Schedule of Benefits. If an eligible Person pays a part of the premium, he/she must apply in writing for the insurance to go into effect. He/she will become insured on the date stated on the Schedule of Benefits, except that the insurance will go into effect:

- (1) on the date he/she applies, if he/she applies within thirty-one (31) days of the date he/she is first eligible; or
- (2) on the date we approve any required proof of good health. We require proof of good health if a person applies:
 - (a) after thirty-one (31) days from the date he/she first becomes eligible; or
 - (b) after he/she terminated this insurance but he/she remained in a class eligible for this insurance.

Changes in an Insured's amount of insurance are effective as shown on the Schedule of Benefits.

If the person is not actively at work on the day his/her insurance is to go into effect, the insurance will go into effect on the day he/she returns to active work for one full day.

TERMINATION OF INDIVIDUAL INSURANCE: The insurance of an Insured will terminate on the first of the following to occur:

- (1) the date the Policy terminates; or
- (2) the date the Insured ceases to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for the Insured; or
- (4) the date the Insured enters military service (not including Reserve or National Guard).

CONTINUATION OF INDIVIDUAL INSURANCE: The insurance of an Insured may be continued, by payment of premium, beyond the date the Insured ceases to be eligible for this insurance, but not longer than:

- (1) twelve (12) months, if due to illness or injury; or
- (2) one (1) month, if due to temporary lay-off or approved leave of absence.

CONVERSION PRIVILEGE

An Insured can use this privilege when his/her insurance is no longer in force. It has several parts. They are:

- A. If the insurance ceases due to termination of employment or membership in any of this Policy's classes, an individual Life Insurance Policy may be issued. The Insured is entitled to a policy without disability or supplemental benefits. A written application for the policy must be made by the Insured within thirty-one (31) days after he/she terminates. The first premium must also be paid within that time. The issuance of the policy is subject to the following conditions:
 - (1) The policy will, at the option of the Insured, be on any one of our forms, except for term life insurance. It will be the standard type issued by us for the age and amount applied for;
 - (2) The policy issued will be for an amount not over what the Insured had before he/she terminated;
 - (3) The premium due for the policy will be at our usual rate. This rate will be based on the amount of insurance, class of risk and the Insured's age at date of policy issue; and
 - (4) Proof of good health is not required.
- B. If the insurance ceases due to the termination or amendment of this Policy, an individual Life Insurance Policy can be issued. An Insured must have been insured for at least five (5) years under this Policy. The same rules as in A above will be used, except that the face amount will be the lesser of:
 - (1) The amount of the Insured's Group Life benefit under this Policy. This amount will be less any amount he/she is entitled to under any group life policy issued by us or another insurance company; or
 - (2) \$10,000.
- C. If the insurance reduces, as may be provided in this Policy, an individual Life Insurance Policy can be issued. The same rules as in A above will be used, except that the face amount will not be greater than the amount which ceased due to the reduction.
- D. If an Insured dies during the time in which he/she is entitled to apply for an individual policy, we will pay the benefit under the Group Policy that he/she was entitled to convert. This will be done whether or not the Insured applied for the individual policy or the first premium was paid.
- E. Any policy issued with respect to A, B or C above will be put in force at the end of the thirty-one (31) day period in which application must be made.
- F. If an Insured is entitled to have an individual policy issued to him/her without proof of health, then he/she must be given notice of this right at least fifteen (15) days before the end of the period specified above. Such notice must be:
 - (1) in writing; and
 - (2) presented or mailed to the Insured by you. If not, the Insured will have an additional period in order to do so. This additional period will end fifteen (15) days after the Insured is given notice. This period will not extend beyond sixty (60) days after the expiration date of the period provided above. This insurance will not be continued beyond the period provided above.

PREMIUMS

PREMIUM PAYMENT: All premiums are to be paid by you to us, or to an authorized agent, on or before the due date. The premium due dates are stated on the Policy face page.

PREMIUM RATE: The premium due will be the rate per \$1,000 of benefit multiplied by the entire amount of benefit volume then in force. We will furnish to you the premium rate on the Policy effective date and when it is changed. We have the right to change the premium rate:

- (1) on any premium due date after the Policy is in force for 48 months; or
- (2) when the extent of coverage is changed by amendment.

We will not change the premium rate due to (1) above more than once in any twelve (12) month period. We will tell you in writing at least thirty-one (31) days before the date of a change due to (1) above.

GRACE PERIOD: You may pay the premium up to 60 days after the date it is due. The Policy stays in force during this time. If the premium is not paid during the grace period, the Policy will be cancelled at the end of the grace period. You will still owe us the premium up to the date the Policy is cancelled.

BENEFICIARY AND FACILITY OF PAYMENT

BENEFICIARY: The beneficiary will be as named in writing by the Insured to receive benefits at the Insured's death. This beneficiary designation must be on file with us or the Plan Administrator and will be effective on the date the Insured signs it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment.

If the Insured names more than one beneficiary to share the benefit, he/she must state the percentage of the benefit that is to be paid to each beneficiary. Otherwise, they will share the benefit equally.

The beneficiary's consent is not needed if the Insured wishes to change the designation. His/her consent is also not needed to make any changes in this Policy.

If the beneficiary dies at the same time as the Insured, or within fifteen (15) days after his/her death but before we receive written proof of the Insured's death, payment will be made as if the Insured survived the beneficiary, unless noted otherwise.

If the Insured has not named a beneficiary, or the named beneficiary is not surviving at the Insured's death, any benefits due shall be paid to the first of the following classes to survive the Insured:

- (1) the Insured's legal spouse;
- (2) the Insured's surviving children (including legally adopted children), in equal shares;
- (3) the Insured's surviving parents, in equal shares;
- (4) the Insured's surviving siblings, in equal shares; or, if none of the above,
- (5) the Insured's estate.

We will not be liable for any payment we have made in good faith.

FACILITY OF PAYMENT: If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary. Payment to a minor shall not exceed \$1,000.

If the Insured has not named a beneficiary, or the named beneficiary is not surviving at the Insured's death, we may pay up to \$2,000 of the benefit to the person(s) who, in our opinion, have incurred expenses in connection with the Insured's last illness, death or burial.

The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

The benefit will be held with interest at a rate set by us.

We will not be liable for any payment we have made in good faith.

SETTLEMENT OPTIONS

The Insured may elect a different way in which payment of the Amount of Insurance can be made. He/she must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20.00 each are not eligible.

If no instructions for a settlement option are in effect at the death of the Insured, the beneficiary may make the election, with our consent.

OPTION A – FIXED TIME PAYMENT OPTION

Equal monthly payments will be made for any period chosen, up to thirty (30) years. The amount of each payment depends on the amount applied, the period selected and the payment rates we are using when the first payment is due. The rate of any monthly payment will not be less than shown in the table below. We reserve the right to change it. This change will apply only to requests for settlement elected after this change.

Option A Table
Minimum Monthly Payment Rates for each \$1,000 Applied

Years	Monthly Payment								
1	\$84.47	7	\$13.16	13	\$7.71	19	\$5.73	25	\$4.71
2	42.86	8	11.68	14	7.26	20	5.51	26	4.59
3	28.99	9	10.53	15	6.87	21	5.32	27	4.47
4	22.06	10	9.61	16	6.53	22	5.15	28	4.37
5	17.91	11	8.86	17	6.23	23	4.99	29	4.27
6	15.14	12	8.24	18	5.96	24	4.84	30	4.18

OPTION B – FIXED AMOUNT PAYMENT OPTION

Each payment will be for an agreed fixed amount. The amount of each payment may not be less than \$10.00 for each \$1,000 applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at a rate set by us, but not less than the equivalent of 3% per year. Payments continue until the amount we hold runs out. The last payment will be for the balance only.

OPTION C – INTEREST PAYMENT OPTION

We will hold any amount applied under this section. Interest on the unpaid balance will be paid each month at a rate set by us. This rate will not be less than the equivalent of 3% per year.

If a beneficiary dies while receiving payments under one of these options and there is no contingent beneficiary, the balance will be paid in one sum to the proper representative of the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

Requests for settlement options other than the three (3) set out above may be made. A mutual agreement must be reached between the individual entitled to elect and us.

WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY

We will extend the Amount of Insurance during a period of Total Disability for one (1) year if:

- (1) the Insured becomes totally disabled prior to age 60;
- (2) the Total Disability begins while he/she is insured;
- (3) the Total Disability begins while this Policy is in force;
- (4) the Total Disability lasts for at least 6 months;
- (5) the premium continues to be paid; and
- (6) we receive proof of Total Disability within one (1) year from the date it began.

After proof of Total Disability is approved by us, neither you or the Insured is required to pay premiums. Also, any premiums paid from the start of the Total Disability will be returned.

We will ask the Insured to submit annual proof of continued Total Disability. The Amount of Insurance may then be extended for additional one (1) year periods. The Insured may be required to be examined by a Physician approved by us as part of the proof. We will not require the Insured to be examined more than once a year after the insurance has been extended two (2) full years.

The Amount of Insurance extended will be limited to the amount of basic group life coverage on the life of the Insured that was in force at the time that Total Disability began excluding any additional benefits. This amount will not increase. This amount will reduce or cease at any time it would reduce or cease if the Insured had not been totally disabled. If the Insured dies, we will be liable under this extension only if written proof of death is received by us.

The Amount of Insurance extended for an Insured will cease on the earliest of:

- (1) the date he/she no longer meets the definition of Total Disability; or
- (2) the date he/she refuses to be examined; or
- (3) the date he/she fails to furnish the required proof of Total Disability; or
- (4) the date he/she becomes age 65; or
- (5) the date he/she retires.

The Insured may use the conversion privilege when this extension ceases. Please refer to the Conversion Privilege section for rules. An Insured is not entitled to conversion if he/she returns to work and is again eligible for the insurance under this Policy. If the Insured uses the conversion privilege, benefits will not be payable under the Waiver of Premium in Event of Total Disability provision unless the converted policy is surrendered to us.

If the Insured qualifies for benefits in accordance with the Waiver of Premium in Event of Total Disability provision because he/she has been diagnosed by a Physician as totally disabled due to the following Condition(s) or Procedure(s), as later defined;

- (1) Life Threatening Cancer; or
- (2) Heart Attack (Myocardial Infarction); or
- (3) Kidney (Renal) Failure; or
- (4) Receipt of Major Organ Transplant; or
- (5) Stroke,

we will pay to the Insured an additional, one time, lump sum benefit in an amount equal to 10% of the death benefit under the basic life portion of this Policy up to a maximum of \$100,000.

This lump sum benefit applies only to the first Condition or Procedure to occur among those hereinafter defined which qualifies the Insured for waiver of premium benefits. No further lump sum benefits will be payable under this provision during the same or any subsequent periods of Total Disability, or as a result of the occurrence of any other Condition or Procedure.

Definition(s):

“Condition(s) or Procedure(s)” mean only the following:

“Life Threatening Cancer” means a malignant neoplasm (including hematologic malignancy), as diagnosed by a Physician who is a board certified oncologist, and which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically excluded. The following types of cancer are not considered a Life Threatening Cancer: (1) early prostate cancer diagnosed as T2c or less according to the TNM scale; (2) colorectal cancer diagnosed as T2, N1, M0 or less according to the TNM scale; (3) breast cancer diagnosed as T3, N2, M0 or less according to the TNM scale; (4) First Carcinoma in Situ; (5) pre-malignant lesions (such as intraepithelial neoplasia); (6) brain glioma; (7) benign tumors or polyps; (8) tumors in the presence of the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS); or (9) any skin cancer other than invasive malignant melanoma in the dermis or deeper, or skin malignancies that have become Life Threatening Cancers.

“First Carcinoma in Situ” means the first diagnosis of cancer in which the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue. First Carcinoma in Situ must be diagnosed pursuant to a pathological diagnosis or clinical diagnosis.

“Heart Attack (Myocardial Infarction)” means the death of a segment of the heart muscle as a result of a blockage of one or more coronary arteries. In order to be covered under this provision, the diagnosis by a Physician of Heart Attack (Myocardial Infarction) must be based on:

- (1) new electrocardiographic changes consistent with and supporting a diagnosis of Heart Attack (Myocardial Infarction); and
- (2) a concurrent diagnostic elevation of cardiac enzymes; and
- (3) therapeutic and functional classifications, 3 or above and C or above respectively, according to the New York Heart Association.

“Kidney (Renal) Failure” means the chronic irreversible failure of both of the kidneys (end stage renal disease), which requires treatment with dialysis on a regular basis. Kidney Failure is covered under this provision only if the diagnosis has been made by a Physician who is a board certified nephrologist.

“Physician” means a duly licensed practitioner who is recognized by the law of the jurisdiction in which treatment is received as qualified to treat the type of condition for which claim is made. The Physician may not be the Insured or a member of his/her immediate family and must be approved by us.

“Receipt of Major Organ Transplant” means that the Insured has been the recipient of a major organ transplant and that there is clinical evidence of an Insured’s major organ(s) failure which, according to the diagnosis of a Physician, required the failing organ(s) or tissue of the Insured to be replaced with organ(s) or tissue from a suitable donor under generally accepted medical procedures. Organs or tissues covered by this definition are limited to liver, kidney, lung, entire heart, pancreas, or pancreas-kidney.

“Stroke” means a cerebrovascular accident or infarction (death) of brain tissue, as diagnosed by a Physician, which is caused by hemorrhage, embolism, or thrombosis producing measurable, neurological deficit persisting for at least one hundred eighty (180) days following the occurrence of the Stroke. Stroke does not include Transient Ischemic Attack (TIA) or other cerebral vascular events.

Receipt of this additional lump sum payment may be taxable. The Insured should seek assistance from his/her own personal tax advisor.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Nothing in this section will change or affect any of the terms of the Policy other than as specifically set out in this section. All the Policy provisions not in conflict with these provisions shall apply to this section.

If an Insured suffers any one of the losses listed below, as a result of an Injury, we will pay the benefit shown. The loss must be caused solely by an accident that occurs while the person is insured, and must occur within 365 days of the accident. Only one benefit (the larger) will be paid for more than one loss resulting from any one accident. The Amount of Insurance can be found on the Schedule of Benefits.

LOSS OF:	AMOUNT OF INSURANCE:
Life	The Full Amount
Both Hands	The Full Amount
Both Feet	The Full Amount
The Sight of Both Eyes	The Full Amount
Speech and Hearing	The Full Amount
One Hand and One Foot	The Full Amount
One Hand and the Sight of One Eye	The Full Amount
One Foot and the Sight of One Eye	The Full Amount
One Hand	One-Half of the Amount
One Foot	One-Half of the Amount
Speech or Hearing	One-Half of the Amount
The Sight of One Eye	One-Half of the Amount

EXCLUSIONS

A benefit will not be payable for a loss:

- (1) caused by suicide or intentionally self-inflicted injuries; or
- (2) caused by or resulting from war or any act of war, declared or undeclared; or
- (3) caused by sickness or disease; or
- (4) sustained during the Insured's commission or attempted commission of an assault or felony; or
- (5) caused by the Insured's acute or chronic alcoholic intoxication; or
- (6) caused by the Insured's voluntary consumption of an illegal or controlled substance or a non-prescribed narcotic or drug.

SEAT BELT AND AIR BAG BENEFIT

Seat Belt Benefit

We will pay an additional **Seat Belt Benefit** if, due to an Injury sustained while driving or riding in a private passenger Four-Wheel Vehicle, the Insured suffers loss of life for which an Accidental Death Benefit is payable under the Policy.

Once we receive the police accident report which confirms that the Insured was properly strapped in a Seat Belt at the time of the accident, we will pay a benefit equal to 10% of the Accidental Death Benefit payable under the Policy.

If the police report does not clearly establish that the Insured was or was not wearing a Seat Belt at the time of the accident which caused the Insured's death, the benefit payable will be \$1,000 in lieu of the benefit described above.

"Seat Belt" means an unaltered factory-installed lap and/or shoulder restraint designed to keep a person steady in a seat.

Air Bag Benefit

In addition to the **Seat Belt Benefit**, we will also pay an **Air Bag Benefit** if such private passenger Four-Wheel Vehicle is equipped with a factory-installed Air Bag and the police accident report clearly establishes that the Insured was positioned in a seat which is designed to be protected by an Air Bag and was properly strapped in the Seat Belt when the Air Bag inflated.

Once we receive the police accident report which confirms that the Air Bag inflated properly upon impact, we will pay a benefit equal to 5% of the Accidental Death Benefit payable under the Policy.

"Air Bag" means an unaltered factory-installed supplemental restraint system designed to inflate upon impact to protect a person from bodily injury during an accident.

"Four-Wheel Vehicle" means a private passenger automobile, a truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less, or a self-propelled motor home, all of which are registered for private passenger use and designated for transportation on public roadways.

Maximum Benefit Payable - The total combined maximum benefit payable under the **Seat Belt** and **Air Bag Benefit** is \$25,000.

EXCLUSIONS

No benefit is payable for any loss sustained by the Insured:

- (1) if he/she was driving or riding in any private passenger Four-Wheel Vehicle which was being used in a race, speed or endurance test, or for acrobatic or stunt driving at the time of the accident;
- (2) if the Insured was not wearing a Seat Belt for any reason;
- (3) while the Insured was sharing a Seat Belt.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after the Loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include the Insured's name, the Policy Number and your name.

CLAIM FORMS: When we receive written notice of a claim, we will send claim forms to the claimant within fifteen (15) days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

PROOF OF LOSS: For any covered Loss, written proof must be sent to us within ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS: Payment will be made as soon as proper proof is received. All benefits will be paid to the Insured if living. Any benefits unpaid at the time of death, or due to death, will be paid to the beneficiary.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

PHYSICAL EXAMINATION: At our own expense, we will have the right to have an Insured examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTION: No legal action may be brought against us to recover on this Policy within sixty (60) days after written proof of loss has been given as required by this Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina and Michigan, six (6) years) from the time written proof of loss is required to be submitted.

FAMILY AND MEDICAL LEAVE OF ABSENCE EXTENSION

We will allow the Insured's coverage to continue for up to twelve (12) weeks in a twelve (12) month period, if the Insured is eligible for, and you have approved, a Family and Medical Leave of Absence under the terms of the Family and Medical Leave Act of 1993 for any of the following reasons:

- (1) To provide care after the birth of a son or daughter; or
- (2) To provide care for a son or daughter upon legal adoption; or
- (3) To provide care after the placement of a foster child in the Insured's home; or
- (4) To provide care to a spouse, son, daughter, or parent due to serious illness; or
- (5) To take care of his/her own serious health condition as explained below.

If the Insured, due to his/her own serious health condition, meets the definition of Total Disability in this Policy, he/she will be considered Totally Disabled and eligible for Waiver of Premium benefits according to the Waiver of Premium in Event of Total Disability provision. If the Insured, due to his/her own serious health condition, is on a Family and Medical Leave of Absence, but not eligible for Waiver of Premium benefits under this Policy, insurance coverage will be continued under this extension.

The Insured will not qualify for the Family and Medical Leave of Absence Extension unless we have received proof from you, in a form satisfactory to us, that the Insured has been granted a leave under the terms of the Family and Medical Leave Act of 1993. Such proof: (1) must outline the terms of the Insured's leave; and (2) give the date the leave began; and (3) the date it is expected to end; and (4) must be received by us within thirty-one (31) days after a claim for benefits has been filed with us.

If you grant the Insured a Family and Medical Leave of Absence, the following applies to the Insured who has been granted the leave:

- (1) While the Insured is on an approved Family and Medical Leave of Absence, the required premium must be paid according to the terms specified in this Policy to keep the insurance in force.
- (2) Coverage will terminate for any Insured if the Insured does not return to work as scheduled according to the terms of his/her agreement with you; however, the Insured is eligible to convert his/her coverage under the Conversion Privilege. In no case will coverage be extended under this benefit beyond twelve (12) weeks in a twelve (12) month period. Insurance will not be terminated for an Insured who becomes Totally Disabled during the period of the leave and who is eligible for Waiver of Premium benefits, if any, according to the terms of this Policy.
- (3) This extension is not available if the Insured converts his/her coverage under the Conversion Privilege.
- (4) While the Insured is on an approved Family and Medical Leave of Absence, he/she will be considered Actively at Work in all instances unless such leave is due to his/her own illness, injury, or disability. Changes such as revisions to coverage because of age, class or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective for an Insured who is not Actively at Work until such time as he/she returns to Active Work for one full day.

All other terms and conditions of this Policy will remain in force while an Insured is on an approved Family and Medical Leave of Absence.

MILITARY SERVICES LEAVE OF ABSENCE COVERAGE

We will allow the Insured's coverage to continue for up to twelve (12) weeks in a twelve (12) month period, if the Insured enters the military service of the United States. While the Insured is on a Military Services Leave of Absence, the required premium must be paid according to the terms specified in this Policy to keep the insurance in force. Changes such as revisions to coverage because of age, class or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective for such an Insured until he/she has returned to work from Military Services Leave of Absence for one full day. All other terms and conditions of this Policy will remain in force during this continuation period. The Insured's continued coverage will cease on the earliest of the following dates:

- (1) the date this Policy terminates; or
- (2) the date ending the last period for which any required premium was paid; or
- (3) twelve (12) weeks from the date the Insured's continued coverage began.

This Policy, however, does not cover any loss which occurs while on active duty in the military service if such loss is caused by or arises out of such military service, including but not limited to war or act of war (whether declared or undeclared).

GROUP TERM LIFE INSURANCE ACCELERATED BENEFIT RIDER

THIS RIDER ADDS AN ACCELERATED BENEFIT PROVISION. RECEIPT OF THIS ACCELERATED BENEFIT WILL REDUCE THE DEATH BENEFIT AND MAY BE TAXABLE. IN ADDITION, RECEIPT OF THIS BENEFIT MAY AFFECT THE INSURED'S ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. INSUREDS SHOULD SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISOR.

Attached to Group Policy Number: GL 673909
Issued to Group Policyholder: Village of Willowbrook

This Rider is attached to and made a part of the Policy indicated above. The Policy is hereby amended, in consideration of the application for this coverage, by the addition of the following benefit. In this Rider, Reliance Standard Life Insurance Company will be referred to as "we", "us", "our".

DEFINITIONS: This section gives the meaning of terms used in this Rider. The Definitions of the Policy and Certificate also apply unless they conflict with Definitions given here.

"Certified" or "Certification" refers to a written statement, made by a Physician on a form provided by us, as to the Insured's Terminal Illness.

"Certificate" means the document, issued to each Insured, which explains the terms of his coverage under the Group Life Insurance Policy.

"Death Benefit" means the insurance amount payable under the Policy at the death of the Insured. It does not include any amount that is only payable in the event of Accidental Death.

"Insured" means only a primary Insured. Dependents are not eligible for coverage under this Accelerated Benefit Rider.

"Physician" means a duly licensed practitioner, acting within the scope of his license, who is recognized by the law of the state in which diagnosis is received. The Physician may not be the Insured or a member of his immediate family.

"Policy" means the Group Life Insurance Policy issued to the Group Policyholder under which the Insured is covered.

"Terminally Ill" or "Terminal Illness" refers to an Insured's illness or physical condition that is Certified by a Physician to reasonably be expected to result in death in less than 24 months.

"Written Request" means a request made, in writing, by the Insured to us.

All pronouns include either gender unless the context indicates otherwise.

DESCRIPTION OF COVERAGE: This benefit is payable to the Insured if, the Insured's coverage is in force and the Insured is Certified as Terminally Ill: at any time for loss resulting from accidental injury; or after having been insured under this Rider for at least 30 days prior to a loss resulting from sickness. In order for this benefit to be paid:

- (1) the Insured must make a Written Request; and
- (2) we must receive from any assignee or irrevocable beneficiary their signed acknowledgment and agreement to payment of this benefit.

We may, at our option, confirm the terminal diagnosis with a second medical exam performed at our own expense.

AMOUNT OF THE ACCELERATED BENEFIT: The Accelerated Benefit will be an amount equal to 75% of the Death Benefit applicable to the Insured under the Policy on the date of the Certification of Terminal Illness, subject to a maximum benefit of \$500,000. This benefit may be paid as a single lump sum or in installment payments mutually agreed to by us and the Insured. The Accelerated Benefit is payable one time only for any Insured under this Rider.

EFFECT OF BENEFIT: If an Insured becomes eligible for, and elects to receive this benefit, it will have the following effects:

- (1) The Death Benefit payable for such Insured will be reduced by the amount equal to the Accelerated Benefit paid such Insured. Such reduced amount of insurance will be subject to all Policy provisions dealing with changes in the amount of insurance and reductions or termination for age or retirement. The amount of the Accelerated Benefit plus the corresponding Death Benefit will not exceed the amount that would have been paid as the Death Benefit in the absence of this Rider.
- (2) Any amount of insurance that would otherwise be continued under a Waiver of Premium provision will be reduced proportionately, as will the maximum Face Amount available under the Conversion Privilege.

MISSTATEMENT OF AGE OR SEX: The Accelerated Benefit will be adjusted to reflect the amount of benefit that would have been purchased by the actual premium paid at the correct age and sex.

TERMINATION OF AN INDIVIDUAL'S COVERAGE UNDER THIS RIDER: The coverage of any Insured under this Rider will terminate on the first of the following:

- (1) the date his coverage under the Policy terminates;
- (2) the date of payment of the Accelerated Benefit for his Terminal Illness; or
- (3) the date he attains age 75.

ADDITIONAL PROVISIONS: This Rider takes effect on the Effective Date shown. It will terminate on the date the Group Policy terminates. It is subject to all the terms of the Group Policy not inconsistent herewith.

In witness whereof, we have caused this Rider to be signed by our Secretary.


Secretary

**ILLINOIS
LIFE AND HEALTH INSURANCE GUARANTY
ASSOCIATION LAW**

Residents of Illinois who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in Illinois to write these types of insurance are members of the Illinois Life and Health Insurance Guaranty Association. The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its policy obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the covered claims of policyholders that live in Illinois (and their payees, beneficiaries, and assignees) and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however, as noted below.

**ILLINOIS LIFE AND HEALTH
INSURANCE GUARANTY ASSOCIATION**

DISCLAIMER

The Illinois Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are substantial limitations and exclusions. Coverage is generally conditioned on continued residence in Illinois. Other conditions may also preclude coverage.

You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association Law when selecting an insurer. Your insurer and agent are prohibited by law from using the existence of the Association or its coverage to sell you an insurance policy.

The Illinois Life and Health Insurance Guaranty Association or the Illinois Department of Insurance will respond to any questions you may have which are not answered by this document. Policyholders with additional questions may contact:

**Illinois Life and Health Insurance Guaranty Association
8420 West Bryn Mawr Avenue
Chicago, Illinois 60631
(773) 714-8050**

**Illinois Department of Insurance
320 West Washington Street
4th Floor
Springfield, Illinois 62767
(217) 782-4515**

(please refer to next page)

SUMMARY OF GENERAL PURPOSES AND CURRENT LIMITATIONS OF COVERAGE

The Illinois law that provides for this safety-net coverage is called the Illinois Life and Health Insurance Guaranty Association Law ("Law") (215 ILCS 5/531.01, et seq.). The following contains a brief summary of the Law's coverages, exclusions, and limits. This summary does not cover all provisions, nor does it in any way change anyone's rights or obligations under the Law or the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guarantee that your policy is covered by the Guaranty Association.

A. Coverage:

The Illinois Life and Health Insurance Guaranty Association provides coverage to policyholders that reside in Illinois for insurance issued by members of the Guaranty Association, including:

- (1) life insurance, health insurance, and annuity contracts;
- (2) life, health or annuity certificates under direct group policies or contracts;
- (3) unallocated annuity contracts; and
- (4) contracts to furnish health care services and subscription certificates for medical or health care services issued by certain licensed entities. The beneficiaries, payees, or assignees of such persons are also protected, even if they live in another state.

B. Exclusions from Coverage:

- (1) The Guaranty Association does not provide coverage for:
 - (a) any policy or portion of a policy for which the individual has assumed the risk;
 - (b) any policy of reinsurance (unless an assumption certificate was issued);
 - (c) interest rate guarantees which exceed certain statutory limitations;
 - (d) certain unallocated annuity contracts issued to an employee benefit plan protected under the Pension Benefit Guaranty Corporation and any portion of a contract which is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a government lottery;
 - (e) any portion of a variable life insurance or variable annuity contract not guaranteed by an insurer; or
 - (f) any stop loss insurance.
- (2) In addition, persons are not protected by the Guaranty Association if:
 - (a) the Illinois Director of Insurance determines that, in the case of an insurer which is not domiciled in Illinois, the insurer's home state provides substantially similar protection to Illinois residents which will be provided in a timely manner; or
 - (b) their policy was issued by an organization which is not a member insurer of the Association.

C. Limits on Amount of Coverage:

- (1) The Law also limits the amount the Illinois Life and Health Insurance Guaranty Association is obligated to pay. The Guaranty Association's liability is limited to the lesser of either:
 - (a) the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
 - (b) with respect to any one life, regardless of the number of policies, contracts, or certificates:
 - (i) in the case of life insurance, \$300,000 in death benefits but not more than \$100,000 in net cash surrender or withdrawal values;
 - (ii) in the case of health insurance, \$300,000 in health insurance benefits, including net cash surrender or withdrawal values; and
 - (iii) with respect to annuities, \$100,000 in the present value of annuity benefits, including net cash surrender or withdrawal values, and \$100,000 in the present value of annuity benefits for individuals participating in certain government retirement plans covered by an unallocated annuity contract. The limit for coverage of unallocated annuity contracts other than those issued to certain governmental retirement plans is \$5,000,000 in benefits per contract holder, regardless of the number of contracts.
- (2) However, in no event is the Guaranty Association liable for more than \$300,000 with respect to any one individual.