

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 26, 2012, 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 12, 2012 (APPROVE)
  - c. Warrants - \$199,601.27 (APPROVE)
  - d. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Accept a Proposal from North American Salt Company to Provide Bulk Treated Rock Salt for use in the Village's 2012/2013 Snow & Ice Control Program (ADOPT)
  - e. Resolution - A Resolution Initiating the Submission of a Public Question to the Electors of the Village of Willowbrook, DuPage County, Illinois, of Whether the Village should have the Authority Under Public Act 096-0176 to Arrange for the Supply of Electricity for its Residential and Small Commercial Retail Customers who have not Opted out of such Program (ADOPT)
  - f. Resolution - A Resolution Authorizing the Chief of Police to Execute a Tactical Diversion Task Force Agreement with the Federal Drug Enforcement Administration (ADOPT)
  - g. Motion - A Motion to Approve an Application for a License to Hold a Raffle - Willowbrook/Burr Ridge Chamber of Commerce (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, 2012 AND ENDING APRIL 30, 2013, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
8. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 88-23, AS APPROVED IN ORDINANCE NO. 88-O-23 AND AMENDED IN ORDINANCES 88-O-46 AND 88-O-17 AUTHORIZING A MAJOR CHANGE TO A PUD TO ALLOW A VOCATIONAL TRADE SCHOOL NOT TO EXCEED 51,000 SQUARE FEET IN THE 500 JOLIET ROAD BUILDING AND ASSOCIATED APPROVALS AND RELIEF - WILLOWBROOK CENTRE PUD
9. ORDINANCE - AN ORDINANCE GRANTING A SPECIAL USE FOR A DRIVE THROUGH RESTAURANT FOR CHICK-FIL-A, AND AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCES NO. 06-O-27 AND 07-O-10 AND AMENDED IN ORDINANCE 07-O-22, 09-O-29, AND 11-O-12 TO AUTHORIZE MINOR CHANGES TO THE PLAT OF SUBDIVISION AND PUD - WILLOWBROOK TOWN CENTER/CHICK-FIL-A
10. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF A REPORT WRITING/RECORDS MANAGEMENT COMPUTER PROGRAM SYSTEM - CRIMINAL ACTIVITY POLICE ENFORCEMENT RECORDS SYSTEM (CAPERS)
11. MOTION - A MOTION TO APPROVE A PROPOSAL FOR THE PURCHASE AND INSTALLATION OF HIGH EFFICIENCY LIGHTING FOR THE VILLAGE HALL - TWIN SUPPLIES LIGHTING, LTD.
12. DISCUSSION - ETHICS ORDINANCE
13. PRESENTATION - FISCAL YEAR 2012/13 BUDGET PREVIEW

PRIOR BUSINESS

14. COMMITTEE REPORTS
15. ATTORNEY'S REPORT

16. CLERK'S REPORT
17. ADMINISTRATOR'S REPORT
18. MAYOR'S REPORT
19. EXECUTIVE SESSION:
  - a) REVIEW 2012 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 Appointment of a Specific Employee of the Public Body Pursuant to Chapter 5 ILCS 120/2(c)(1)
20. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, NOVEMBER 12, 2012 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.

ABSENT: None

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief Mark Shelton, Deputy Chief Paul Oggerino, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

Mayor Napoli reminded the Board that yesterday was Veteran's Day and thanked all service men and women for their service and dedication.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - October 22, 2012 (APPROVE)
- c. Warrants - \$157,311.23 (APPROVE)
- d. Monthly Financial Report - October 31, 2012 (APPROVE)
- e. Motion - Motion to Approve - 2012 MFT Roadway Maintenance Program: Payout #2 - Final, James D. Fiala Paving Co. (APPROVE)
- f. Plan Commission Recommendation - Amendment to an Existing Special Use Permit for a Planned Unit

Development to Permit the Operation of the Vocational Trade School, Environmental Technical Institute (E.T.I.), 500 Joliet Road (RECEIVE)

Mayor Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda.

Trustee Trilla recused himself from voting on Item 5c.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION - A RESOLUTION SUPPORTING GOVERNMENTAL SELF-INSURANCE POOLING AND IN OPPOSITION TO NON-PRODUCTIVE LEGISLATIVE RETRAINTS

Management Analyst Hummel stated that Willowbrook is a member of the Intergovernmental Risk Management Agency (IRMA) who provides the Village with liability insurance. IRMA continually monitors legislation that might have a negative impact on the Village. Two pieces of legislation were introduced last year but failed to pass. If this legislation were to be reintroduced, IRMA would like the Village's support in opposing the legislation.

The first item of legislation involves an Anti-Pooling Legislation that makes structural changes to risk pooling. The second piece involves the selection of defense counsel by a municipal employee if sued in relation to job performance.

Trustee Mistele questioned who were the sponsors of the bills. Analyst Hummel stated the first piece was sponsored by Elizabeth Hernandez. There was a long list of names on the second bill and would provide the trustees with a list in the near future.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 12-R-49 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A LETTER OF ENGAGEMENT CONFIRMING THE TERMS AND OBJECTIVES TO PROVIDE FINANCIAL AND ACCOUNT SERVICES - SIKICH LLP

Administrator Halik stated that the Village has used Carrie Dittman with Sikich, LLC, on a part time basis, to provide financial and accounting services since December of 2010. Sikich has not requested a rate increase during this time. Sikich has requested an alternative arrangement be considered to allow Ms. Dittman to continue working for the Village on larger tasks and then allow a second Sikich employee, Ms. Diane Gillian, to complete smaller routine tasks that are required. There would be an increase in the rate charged for Ms. Dittman's work. The rate charged for Ms. Gillian would be a lower rate.

This new arrangement would meet the goals and objectives and will stay cost neutral. The Finance and Administration Committee has reviewed this item and approve the arrangement.

Trustee Mistele questioned if the Village still contracts with Sikich for HR purposes. Administrator Halik stated that it is a separate component.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 12-R-50 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE AND INSTALLATION OF SNOW PLOW EQUIPMENT ON AN EXISTING PUBLIC WORKS VEHICLE - AUTO TRUCK GROUP

Administrator Halik stated that funds were included in the Fiscal Year 2012/13 Budget to install a snow plow package on an existing 4x4 truck. The lowest qualified proposal was received from Auto Truck Group in the amount of \$4,600.00.

Trustee Kelly questioned if this vehicle would eventually be installed with a salt spreader. Administrator Halik stated that the truck would need to be fitted with an electric hydraulic pump, and in his opinion, this type of equipment is not recommended installed on a pick-up truck.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 12-R-51 as presented.

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

MOTION DECLARED CARRIED

9. DISCUSSION - EMERALD ASH BORER

Trustee Kelly reviewed an article in the Illinois Municipal Review about the emerald ash borer. Administrator Halik advised him that there currently is a project being conducted to identify all ash trees throughout Village-owned property. Trustee Kelly stated that an inventory of the Lake Hinsdale Village Property was conducted and there are 168 ash trees on their land. Four (4) have already been removed at a cost of \$400-500 per tree.

Trustee Kelly stated that in the article, the Village of Arlington Heights bonded \$11 million for the removal and replacement of their government property ash trees. The Village also funded a program that rebates homeowners for part of the cost of treatment for trees located on their private property.

Trustee Kelly stated that this could be a possible program that might help residents of Willowbrook to address their own ash tree issues.

Administrator Halik advised that an inventory of Village-owned trees is being conducted by Natural Path Urban Forestry Consultants. Preliminary counts show approximately 1,200 trees located on rights-of-ways throughout town and 1,100 trees on park land. Surrounding municipalities have averaged approximately 20% of the stock to be ash trees. When the study is returned, there should be approximately 500 ash trees.

Chemical treatments have been looked into and would need to occur every other year. The Lisle Morton Arboretum is putting less of a focus on treatment and concentrating on a removal and replacement program.

A portion of the Village's proposal with Natural Path includes a tree inventory, priority for removal, and a full integrated management plan. Removal and replacement costs have ranged from \$850.00 - \$1,100.00. Based on the results of the plan, costs could be approximately \$400,000.00 and staff would likely be

accomplished through a multi-year plan funded in-house instead of taking on additional debt.

At a recent Municipal Services Committee meeting, Trustee Berglund had recommended that when the Village goes out to bid in the Spring for pricing on the removal and replacements, there should be a public participation clause included so that residents can benefit from the volume pricing.

Trustee Berglund questioned if there are grants available for this type of funding. Administrator Halik advised that the Village has attempted to obtain funding for the inventory and was denied. Analyst Hummel stated that there are implementation grants and once the inventory is completed, those grants can be applied for.

#### 10. DISCUSSION - MUNICIPAL ELECTRIC AGGREGATION

Trustee Kelly stated that the high-rise buildings in Lake Hinsdale Village have received a lower residential space heat rate from ComEd and the Illinois Commerce Commission. The ICC has made a decision to phase out this lower heat rate. Residents have questioned what is the Village doing about electrical aggregation. Several surrounding municipalities have passed a referendum to provide electricity through the aggregation program. Administrator Halik advised that the Lake Hinsdale Village buildings is the only development to be affected by the space heat rate because all of the other developments utilize gas forced-air heat.

Administrator Halik stated that a joint committee meeting was held in November of 2011 when the issue of electric aggregation was in the spotlight. At that time, information was presented to the committee and the recommendation was to take a wait and see approach. Administrator Halik stated that ComEd is required to buy 3-4 year blocks of electricity to offset year-to-year price changes. The Village did endorse a program through the Metropolitan Mayors Caucus where residents can contact an alternate energy provider to receive approximately a 20% discount on their electric rates.

The issue now is that the ComEd rates will be expiring in June of 2013. At that time, it is believed that ComEd rates are set to drop to the levels of the other service providers. Therefore, it is questionable whether after June 2013, the other service providers will be able to compete with ComEd.

Administrator Halik also stated that it is questionable that if the Village does move forward on an opt-out electric aggregation program, whether there would be success in obtaining a lower rate for electric space heat.

Administrator Halik stated an ordinance can be brought before the Board at the next Board meeting to have a referendum placed on the April ballot. If it passed, the Village could then start its own opt-out program. Public hearings and documentation would be required and by late summer, the Village could be on lower rates. However, ComEd rates will be out in June and should be about the same rates that the other providers have.

In case the rates are not lowered, Administrator Halik stated that with the Board's consent, the referendum question could be added on the ballot and certified in May if it was passed. Administrator Halik stated that at this time, the Village can move forward with the program or wait and see what the ComEd rates are and abandon the program if their rates drop enough. The Village is not obligated to follow through with the program if the referendum is passed.

Trustee Berglund stated that an advisory referendum is a good idea. Mayor Napoli questioned if this would affect all electric service or only those with electric heat. Administrator Halik advised that it would be for all service. Trustee Trilla questioned if residents would still be able to opt-out of the program. Administrator Halik stated that they could.

Mayor Napoli questioned if there would be any negative aspects to this referendum and if any have not passed. Administrator Halik advised he does not see any negativity and where the referendum was not passed, the municipality did not provide an adequate public awareness campaign so that the citizens knew what they were voting for.

The consensus of the Board was to proceed with passing the ordinance and following through with the referendum.

11. REPORT - ANNUAL PENSION BOARD PENSION FUND REPORT

Administrator Halik advised that this report is for informational purposes only.

PRIOR BUSINESS

12. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly stated that during the Public Safety Committee this evening, a question was raised about the compensation level for the new Deputy Chief. Mayor Napoli has asked for a copy of the new Deputy Chief's resume and employee file and has not received them as of yet.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Trilla had no report.

13. ATTORNEY'S REPORT

Attorney Hennessy stated that packets that were distributed to the Board members contain an amended redraft of the Ethics Ordinance. Attorney Hennessy requested that the trustees review the information and get back to him with any questions or comments so that at the next Board meeting, on November 26<sup>th</sup>, the ordinance can be again discussed.

14. CLERK'S REPORT

Clerk Hansen had no report.

15. ADMINISTRATOR'S REPORT

Administrator Halik wanted to thank Executive Secretary Cindy Stuchl for the completion of the window treatment project in the Council Chambers.

Administrator Halik stated that all the trustees indicated that they are available for a Special Board Meeting to be held on Monday, December 17<sup>th</sup>. The regular Board meeting scheduled for Monday, December 10<sup>th</sup> will be cancelled. The 17<sup>th</sup> will be the only Board meeting in December.

16. MAYOR'S REPORT

Mayor Napoli had no report.

17. EXECUTIVE SESSION

- a. Consideration of Pending Litigation Against the Village Pursuant to Chapter 5 ILCS 120/2(c)(11)
- b. Consideration of Collective Negotiating Matters Between the Village and Its Employees and Their Representatives Pursuant to Chapter 5 ILCS 120/1(c)(2)
- c. Consideration of the Performance of the Village's Legal Counsel Pursuant to Chapter 5 ILCS 120/2(c)(1)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to recess into Executive Session at the hour of 7:15 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 8:02 p.m.

Mayor Napoli advised the Board that former Village President Donald Shultz (1969-1975) had recently passed away.

18. ADJOURNMENT

MOTION: Made by Trustee Baker and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 8:02 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

November 26, 2012.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

November 26, 2012

GENERAL CORPORATE FUND	-----	\$103,097.60
WATER FUND	-----	93,258.42
HOTEL/MOTEL TAX FUND	-----	2,470.25
POLICE PENSION FUND	-----	775.00
TOTAL WARRANTS	-----	\$199,601.27



\_\_\_\_\_  
Tim Halik, Village Administrator

APPROVED:

\_\_\_\_\_  
Robert A. Napoli, Mayor

## VILLAGE OF WILLOWBROOK

RUN DATE: 11/19/12

BILLS PAID REPORT FOR NOVEMBER, 2012

PAGE: 1

RUN TIME: 02:57PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AL WARREN OIL CO (2205)	11/27 CK# 80959	\$4,278.68
10751366 GASOLINE INVENTORY 01-190-126	01-190-126	4,278.68
AMERICAN FIRST AID SERVICE INC (77)	11/27 CK# 80961	\$27.25
121648 OPERATING EQUIPMENT 01-451-401	01-30-630-401	27.25
AMY BAUGHMAN (586)	11/27 CK# 80962	\$15.00
TURKEY BINGO FALL RECREATION FEES 01-310-818	01-310-818	15.00
AZAVAR AUDIT SOLUTIONS INC (158)	11/27 CK# 80963	\$527.57
9120/NOV 12 UTILITY TAX 01-310-205	01-310-205	527.57
BLACK GOLD SEPTIC (208)	11/27 CK# 80964	\$310.00
53899/NOV 12 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
CHRISTOPHER B. BURKE (333)	11/27 CK# 80966	\$7,939.82
108404 REIMB.	01-40-820-259	260.05
108405 REIMB.	01-40-820-259	440.00
108406 FEES - ENGINEERING 01-505-245	01-35-720-245	254.50
108407 FEES - ENGINEERING 01-505-245	01-35-720-245	184.25
108408 PRINTING & PUBLISH 01-05-410-302	01-05-410-302	135.20
108409 REIMB.	01-40-820-259	330.00
108410 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	866.58
108411 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	110.00
108412 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	5,359.24
COMMONWEALTH EDISON (370)	11/27 CK# 80967	\$742.72
0423085170NOV12 RED LIGHT - COM ED	01-30-630-248	57.90
0791026027NOV12 RED LIGHT - COM ED	01-30-630-248	48.07
1024813000NOV12 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	1.26
4215105154NOV12 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	486.37
4403140110NOV12 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	85.39
6863089000NOV12 RED LIGHT - COM ED	01-30-630-248	63.73
D & D BUSINESS, INC (2128)	11/27 CK# 80968	\$197.61
2730 OFFICE SUPPLIES 01-420-301	01-10-455-301	98.81
2730 PRINTING & PUBLISHING 01-451-302	01-30-630-302	98.80
DUPAGE COUNTY TREASURER (497)	11/27 CK# 80969	\$250.00
1386/ OCT 12 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY (511)	11/27 CK# 80971	\$500.00
11/15 100 COUPN TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
11/15 100 COUPN SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	11/27 CK# 80972	\$468.37
ETS030-12-7 OCT PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
FASTSIGNS (588)	11/27 CK# 80975	\$60.00
65-45457 PRINTING & PUBLISHING 01-601-302	01-20-550-302	60.00
FIRESTONE TIRE & SERVICE (603)	11/27 CK# 80976	\$631.76
188834 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	631.76
FOSTER'S TRUCK REPAIR (628)	11/27 CK# 80977	\$60.00
26691 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	60.00
HR SIMPLIFIED (744)	11/27 CK# 80979	\$300.00
34085/COBRA FEE EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	300.00
I.M.R.F. PENSION FUND (917)	11/27 CK# 80980	\$3,806.67
NOV 12 SLEP PENSION 01-10-455-155	01-30-630-156	3,806.67

VILLAGE OF WILLOWBROOK

RUN DATE: 11/19/12

BILLS PAID REPORT FOR NOVEMBER, 2012

PAGE: 2

RUN TIME: 02:57PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
I.R.M.A. (966)	11/27 CK# 80982	\$210.00
NOV 12 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	210.00
ILL. ASSN. CHIEFS OF POLICE (846)	11/27 CK# 80983	\$200.00
2011-840 SHELTON FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	200.00
INTOXIMETERS (955)	11/27 CK# 80984	\$210.95
376475 OPERATING EQUIPMENT 01-451-401	01-30-630-401	210.95
IRENE SPIEWAK (586)	11/27 CK# 80985	\$10.00
BINGO TURKEY FALL RECREATION FEES 01-310-818	01-310-818	10.00
JET SET GEMS (2347)	11/27 CK# 80986	\$270.00
BRACELETS CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	270.00
JODY COLLINS (1292)	11/27 CK# 80987	\$9.15
ORNAMENTS CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	9.15
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	11/27 CK# 80988	\$639.17
222749495 COPY SERVICE 01-451-315	01-30-630-315	308.76
222772461 COPY SERVICE 01-420-315	01-10-455-315	330.41
KOSHY VAIDYAN (1292)	11/27 CK# 80989	\$352.00
PUBLIC WALK STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	352.00
LASERCRAFT INC (2300)	11/27 CK# 80990	\$23,423.00
10731/OCT 12 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
10732/OCT 12 RED LIGHT - MISC FEE	01-30-630-249	948.00
LEXIS (21)	11/27 CK# 80991	\$146.30
1009686/OCT 12 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	146.30
LOGSDON OFFICE SUPPLY (2452)	11/27 CK# 80992	\$229.35
423064I OFFICE SUPPLIES 01-05-410-301	01-05-410-301	152.92
423064I OFFICE SUPPLIES 01-420-301	01-10-455-301	19.99
423064I OFFICE SUPPLIES 01-25-610-301	01-25-610-301	27.25
423064I OFFICE SUPPLIES 01-501-301	01-35-710-301	25.43
423064I OFFICE SUPPLIES 01-551-301	01-40-810-301	3.76
MARQUARDT & BELMONTE P.C. (2259)	11/27 CK# 80993	\$937.50
5401/OCT 12 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	937.50
MUNICIPAL CLERKS OF ILLINOIS (1317)	11/27 CK# 80994	\$25.00
12/5 CLRKS MTG SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	25.00
NEOPOST USA INC (1359)	11/27 CK# 80995	\$98.99
13786319 POSTAGE & METER RENT 01-420-311	01-10-455-311	57.99
9125668 POSTAGE & METER RENT 01-420-311	01-10-455-311	41.00
OAK BROOK PARK DISTRICT (2501)	11/27 CK# 80996	\$648.00
1 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	432.00
2 FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	216.00
ORKIN EXTERMINATING (1439)	11/27 CK# 80997	\$74.76
D2604360 NOV 12 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	74.76
P.F. PETTIBONE & CO. (1491)	11/27 CK# 80998	\$28.00
26517 PRINTING & PUBLISHING 01-451-302	01-30-630-302	28.00
PCS INTERNATIONAL (2201)	11/27 CK# 80999	\$180.00
129329 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	180.00
PETTY CASH C/O TIM HALIK (1492)	11/27 CK# 81000	\$150.00
11/19/12 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	100.00
11/19/12 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	50.00

## VILLAGE OF WILLOWBROOK

RUN DATE: 11/19/12

BILLS PAID REPORT FOR NOVEMBER, 2012

PAGE: 3

RUN TIME: 02:57PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PRO-TEK LOCK AND SAFE (1547)	11/27 CK# 81001	\$20.62
79939 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	20.62
PUBLIC SAFETY DIRECT INC (2309)	11/27 CK# 81002	\$95.00
23399 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
QUALITY SMALL ENGIN SERVICE (1565)	11/27 CK# 81003	\$246.55
A5666644 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	246.55
RAGS ELECTRIC, INC (1585)	11/27 CK# 81004	\$1,804.60
15017 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	291.80
15018 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	183.80
15019 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	422.80
15020 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	405.70
15021 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	184.00
15024 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	316.50
RAY O'HERRON (1593)	11/27 CK# 81005	\$765.05
61884 OPERATING EQUIPMENT 01-451-401	01-30-630-401	765.05
SCHWAAB, INC. (1672)	11/27 CK# 81006	\$54.17
C61005 OFFICE SUPPLIES 01-420-301	01-10-455-301	54.17
SIKICH LLP (1722)	11/27 CK# 81007	\$7,808.50
151256/OCT 12 FINANCIAL SERVICES 01-25-620-252	01-25-620-252	7,808.50
SOUTHWEST CENTRAL DISPATCH (1751)	11/27 CK# 81008	\$35,861.54
DECEMBER 12 RADIO DISPATCHING 01-483-235	01-30-675-235	17,930.77
NOVEMBER 12 RADIO DISPATCHING 01-483-235	01-30-675-235	17,930.77
SPRING-GREEN (1755)	11/27 CK# 81009	\$574.57
4454944 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	74.60
4454946 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	44.80
4454947 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	14.92
4454948 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	76.10
4454949 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	44.80
4454950 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	31.35
4454951 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	131.30
4454952 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	80.60
4454953 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	53.70
4454955 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	22.40
STAPLES (1767)	11/27 CK# 81010	\$55.29
8023501957 OFFICE SUPPLIES 01-420-301	01-10-455-301	39.27
8023501957 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	16.02
STETINA DOUGLAS & FRAN (1785)	11/27 CK# 81011	\$412.41
HOLIDAY PARTY CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	412.41
CYNTHIA STUHL (1788)	11/27 CK# 81012	\$65.91
SMR PUBLIC RCRD SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	65.91
T.P.I. (1886)	11/27 CK# 81013	\$2,046.00
6383/OCT 12 PART TIME INSPECTOR 01-565-109	01-40-830-109	1,596.00
6383/OCT 12 PLUMBING INSPECTION 01-565-115	01-40-830-115	450.00
TAMELING GRADING (1836)	11/27 CK# 81014	\$480.00
TG5/OCT 12 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	480.00
TAMELING INDUSTRIES (1844)	11/27 CK# 81015	\$30.00
83632 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	30.00

VILLAGE OF WILLOWBROOK

RUN DATE: 11/19/12

BILLS PAID REPORT FOR NOVEMBER, 2012

PAGE: 4

RUN TIME: 02:57PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THOMPSON ELEV. INSPECT. SERVICE (1873)	11/27 CK# 81016	\$86.00
12-3687 ELEVATOR INSPECTION 01-565-117	01-40-830-117	43.00
12-3749 ELEVATOR INSPECTION 01-565-117	01-40-830-117	43.00
TOM & JERRY'S SHELL SERVICES (1883)	11/27 CK# 81017	\$1,519.85
46918 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	151.68
46929 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
46936 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.40
46959 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	322.69
46983 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	323.83
46987 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
46994 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	107.05
46995 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
47004 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
47028 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	364.95
48997 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	107.05
TRAFFIC CONTROL & PROTECTIONS (2337)	11/27 CK# 81018	\$318.32
75460 ROAD SIGNS 01-540-333	01-35-755-333	318.32
VERIZON WIRELESS (1972)	11/27 CK# 81019	\$577.67
2822568027 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	33.96
2822568027 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.33
2822568027 PHONE - TELEPHONES 01-451-201	01-30-630-201	318.43
2822568027 TELEPHONES 01-501-201	01-35-710-201	118.63
2822568027 TELEPHONES 01-551-201	01-40-810-201	83.32
WAREHOUSE DIRECT (2002)	11/27 CK# 81020	\$107.45
1740093-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	30.78
1744199-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	76.67
WESTFIELD FORD (2028)	11/27 CK# 81021	\$737.43
342115 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	462.48
342335 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	274.95
WESTMORE SUPPLY CO (2427)	11/27 CK# 81022	\$336.00
OCT 12 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	336.00
WILLOWBROOK CURRENCY EXCHANGE (2060)	11/27 CK# 81023	\$114.00
SQUAD #60 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	114.00
WILLOWBROOK FORD INC. (2056)	11/27 CK# 81024	\$93.05
6123045-1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	93.05
WLBK BURR RIDGE CHAMBER OF COM (2053)	11/27 CK# 81025	\$930.00
13 ALTOBELLA SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	100.00
13 EXPO OPERATING EQUIPMENT 01-451-401	01-30-630-401	310.00
13 HALIK SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	180.00
13 SHELTON SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	180.00
13 TRUSTEES SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	160.00
TOTAL GENERAL CORPORATE FUND		\$103,097.60

VILLAGE OF WILLOWBROOK

RUN DATE: 11/19/12

BILLS PAID REPORT FOR NOVEMBER, 2012

PAGE: 5

RUN TIME: 02:57PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	11/27 CK# 80960	\$507.69
92825/DEC/FEB13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593/DEC/FEB13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594/DEC/FEB13 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
CHICAGO BACKFLOW INC (2329)	11/27 CK# 80965	\$573.00
174922 METERS FLOW TESTING 02-435-278	02-50-435-278	573.00
DUPAGE WATER COMMISSION (521)	11/27 CK# 80973	\$91,218.22
9809/OCT 12 PURCHASE OF WATER 02-420-575	02-50-420-575	91,218.22
ENVIRO TEST INC (555)	11/27 CK# 80974	\$87.50
12-129267 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
H-B-K WATER METER SERVICE (739)	11/27 CK# 80978	\$753.38
12-488 NEW - METERING EQUIPMENT 02-435-461	02-50-435-461	753.38
VERIZON WIRELESS (1972)	11/27 CK# 81019	\$118.63
2822568027 PHONE - TELEPHONES 02-401-201	02-50-401-201	118.63
TOTAL WATER FUND		\$93,258.42

VILLAGE OF WILLOWBROOK

RUN DATE: 11/19/12

BILLS PAID REPORT FOR NOVEMBER, 2012

PAGE: 6

RUN TIME: 02:57PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	11/27 CK# 80970	\$2,470.25
1072 ADVERTISING 03-435-317	03-53-435-317	2,470.25
TOTAL HOTEL/MOTEL TAX FUND		\$2,470.25

VILLAGE OF WILLOWBROOK

RUN DATE: 11/19/12

BILLS PAID REPORT FOR NOVEMBER, 2012

PAGE: 7

RUN TIME: 02:57PM

POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
I.P.P.F.A. (963)	11/27 CK# 80981	\$775.00
13 MEMBERSHIP MEETINGS, TRAVEL, CONFERENCES 07-401-304	07-62-401-304	775.00
TOTAL POLICE PENSION FUND		\$775.00

VILLAGE OF WILLOWBROOK

RUN DATE: 11/19/12

BILLS PAID REPORT FOR NOVEMBER, 2012

PAGE: 8

RUN TIME: 02:57PM

SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	103,097.60	*
02-110-105	WATER FUND-CHECKING 0010330283	93,258.42	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	2,470.25	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	775.00	*
TOTAL ALL FUNDS		199,601.27	**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FROM NORTH AMERICAN SALT COMPANY TO PROVIDE BULK TREATED ROCK SALT FOR USE IN THE VILLAGE'S 2012/2013 SNOW &amp; ICE CONTROL PROGRAM</p>	<p><b>AGENDA NO.</b>                    <b>5d</b></p> <p><b>AGENDA DATE:</b> <u>11/26/12</u></p>
---	--

<p><b>STAFF REVIEW:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u>Tim Halik</u></p>
<p><b>LEGAL REVIEW:</b>        N/A</p>	<p><b>SIGNATURE:</b> <u>N/A</u></p>
<p><b>RECOMMENDED BY:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u>Tim Halik</u></p>
<p><b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>    YES <input checked="" type="checkbox"/> <u>on 11/12/12</u>    NO <input type="checkbox"/>    N/A <input type="checkbox"/></p>	

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

This year the Village participated in the State of Illinois Central Management Services (CMS) Bulk Rock Salt Program to obtain our requisite supply of regular rock salt for use in our snow & ice control program. We received confirmation on October 24, 2012 that our requisition was approved, and that this year's price of regular rock salt through the program was \$50.67/ton. This represents a 20% reduction over the price paid for regular rock salt in the previous year, which was \$63.33/ton.

The Village also uses approximately 200 tons per year of chemically treated rock salt for use during the colder months of the winter. Regular rock salt becomes less effective when temperatures approach 20°F. Treated rock salt is effective to -15°F. The treated rock salt product is not currently offered through the Illinois CMS program. In addition, the vendor that was awarded the state contract this year, Morton Salt, does not produce a treated rock salt product. Therefore, staff requested a quote from North American Salt Company for 200 tons of treated salt to be used during the coming winter.

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

North American Salt Company produces a treated rock salt product called Thawrox™. This product contains rock salt treated with magnesium chloride and a viscosity modifier for improved roadway adhesion. The product is environmentally safe and can be used as an alternative to other pre-wetting treatments that some local jurisdictions in DuPage County use. The Village has used this product in the past, including during the last snow season. North American has provided a proposal to provide 200 tons of Thawrox™ at a price of \$73.17/ton, which also represents a 20% reduction over the price paid last year, which was \$92.23/ton.

**ACTION PROPOSED:**

Adopt the resolution.

RESOLUTION NO. 12-R-\_\_\_\_\_

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FROM NORTH AMERICAN SALT COMPANY TO PROVIDE BULK TREATED ROCK SALT FOR USE IN THE VILLAGE'S 2012/2013 SNOW & ICE CONTROL PROGRAM

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the competitive bidding process is hereby waived and that the Mayor and Village Clerk are hereby authorized to accept a proposal from North American Salt Company, attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 26<sup>th</sup> day of November, 2012

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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



**Sold-To ("Purchaser"):**

Tim Halik, Cgo, Mcp  
Village of Willowbrook -Ts  
7760 Quincy Street  
Willowbrook, IL 60527

**Date:** November 09, 2012  
**Document:** 94132

**Tel:** (630) 323-8215  
**Fax:** (630) 323-0787  
**Customer #:** H902627

**NASC (Seller) / Quotation for bulk de-icing salt**

Quantity (TN)	Delivery Location	Price Per Ton (USD)
---------------	-------------------	---------------------

200  
Reserve: 0  
Village of Willowbrook  
710 Willowbrook Center Parkway  
Willowbrook, IL 60527  
Destination #: H952786  
Delivery Lead Time: 0 days

73.17 Deliver

Depot: Chicago Export-Treated Salt  
Product: 6602U - Thawrox-Treated Salt  
Mode of Transport: DUMP (END OR BOTTOM)

agreement subject to prior sale

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2013

**Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).**

Terms are NET 30 days from shipment with approved credit.

- \* This proposal is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- \* Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- \* Applicable taxes extra
- \* NASC has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Matt Beyers  
Eastern Specialty Sales Manager 913-344-9101  
NASC

Please sign and return by fax to 913-338-7945 or e-mail [highwaygroup@compassminerals.com](mailto:highwaygroup@compassminerals.com) or by mail  
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

## Terms and Conditions of Sale

1. **OFFER.** No terms stated by Buyer in its bid, purchase order, acknowledgment, or other form shall be binding upon the Seller except as expressly agreed in writing by the Seller. Buyer is hereby notified of the Seller's objection to and rejection of any additional or different terms in Buyer's bid, purchase order, acknowledgment, or other forms. **THE SELLER'S PROPOSAL IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS AND CONDITIONS OF SALE (referred to as this 'Agreement').**
2. **PAYMENT.** Buyer agrees to make payment at Seller's location and at the time and in the currency specified on the Seller's invoicing document. The Seller may, in its sole judgment, require such other payment terms as it deems appropriate, including full or partial payment in advance of shipment or by letter of credit.
3. **PAST DUE ACCOUNTS.** A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with respect to which there is no dispute will be paid without set-off for any amount which Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller all attorney fees and court costs in connection with default of these payment terms by Buyer.
4. **PRICES.** EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT THE SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to 'tons' shall mean short tons (2000 lbs.) unless otherwise specified.
5. **CANCELLATION.** Orders may be canceled by Buyer only upon (1) written or oral notice to the Seller subsequently accepted in writing by the Seller and (2) payment to the Seller of reasonable cancellation charges to be solely determined by the Seller. Except as otherwise agreed in writing, until the product that is identified on the front of this invoice ('Product') is shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
6. **CREDIT.** Credit payment terms must have the prior approval of the Seller's Credit Department and must be specified in writing on the Seller's invoicing document. If at any time Buyer's financial responsibility becomes impaired or unsatisfactory to the Seller, Seller reserves the right to stop shipment, on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or to require other security satisfactory to the Seller, and in the absence thereof, to cancel, without liability, the unfulfilled portion of the contract.
7. **TAXES.** Any tax or other governmental charge now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold is not included in Seller's price and will be charged to and paid by the Buyer.
8. **DELAYS.** All orders are subject to the Seller's ability to make delivery at the time and in the quantities specified, and the Seller shall not be liable for damages for failure to make partial or complete shipment or for the delay in making shipments. The Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), action of any governmental authority, or other force majeure event). The Buyer shall be liable for any added expenses incurred by the Seller because of Buyer's delay in furnishing requested information to the Seller, delays resulting from order changes by the Buyer, or delay in unloading shipments at delivery point that are the fault of Buyer.
9. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on the Seller's invoicing document, all transportation charges, including, but not limited to, carrier's charges for notification prior to delivery, demurrage caused by Buyer, delay in unloading, diversion, or reconsignment will be paid by the Buyer. Risk of loss and title to Products transfers to the Buyer upon delivery at the F.O.B. point identified on the Seller's invoicing document. Products held or stored by Seller for Buyer will be at the sole risk of Buyer and Buyer will be liable for the expense to Seller of holding or storing Product at Buyer's request. On passage of title, the Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify the Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by the Buyer against the carrier. The Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Buyer shall be solely responsible for the care and condition of railcars in their possession and for their timely return in good condition.
10. **WARRANTY/TIME FOR MAKING CLAIMS.** The Seller warrants only that it will convey good title to the Product and that, at the time of shipment, the Product will conform to the published specifications of the Seller. Seller's specifications are subject to change at any time without notice to Buyer. **NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.** Buyer must notify Seller of any claim with respect to Product, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Product or such claim is waived. In the event of an alleged breach hereof by the Seller, the sole remedy available to the Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by the Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then the Buyer shall be entitled only to a refund of the amounts paid to the Seller for such defective Product. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Product will be commenced more than one (1) year after the accrual of the cause of action thereto.
11. **LIMITATION OF LIABILITY.** SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF THE NET PURCHASE PRICE OF THE PRODUCTS SOLD TO BUYER BY SELLER PURSUANT TO THIS INVOICE. SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. The Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Product delivered hereunder in manufacturing processes of the Buyer or in combination with other substances or otherwise.
12. **INDEMNIFICATION.** BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE 'INDEMNIFIED PARTIES'), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, THE 'LOSSES'), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
13. **SECURITY INTEREST.** The Buyer hereby grants to the Seller and the Seller hereby retains a security interest in all Products furnished by the Seller and the proceeds thereof, until the purchase price therefore is fully paid. Buyer agrees to execute such financing statements and other documents as Seller may determine to be necessary to perfect such security interest.
14. **GOVERNING LAW/JURISDICTION.** This Agreement and any sales hereunder will be governed by the laws of the state of Kansas without regard to conflicts of law rules. Both parties consent to the jurisdiction of Johnson County, Kansas courts over any matters arising out of this Agreement or any sales hereunder.
15. **ASSIGNABILITY.** This Agreement is not assignable by the Buyer without the prior written consent of the Seller and any purported assignment without such consent will be void.
16. **ENTIRE AGREEMENT.** These Terms and Conditions of Sales constitute the entire agreement of sale and purchase of the Product. No modification of this Agreement shall be of any force or effect unless in writing and signed by the parties sought to be bound thereby, and no modification shall be effected by the acknowledgment or acceptance of purchase order forms containing different terms or conditions.
17. **NO WAIVER.** The failure by Seller to enforce at any time any of the provisions of this Agreement, or to exercise any rights provided herein, will not be construed as a waiver of such provisions or options, nor in any way be construed to affect the validity of this Agreement, or the right of Seller thereafter to enforce each and every such provision.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION INITIATING THE SUBMISSION OF A PUBLIC QUESTION TO THE ELECTORS OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, OF WHETHER THE VILLAGE SHOULD HAVE THE AUTHORITY UNDER PUBLIC ACT 096-0176 TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM

**AGENDA NO.**

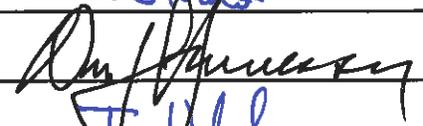
**5e**

**AGENDA DATE:** 11/26/12

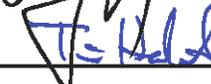
**STAFF REVIEW:** Tim Halik,  
Village Administrator

**SIGNATURE:** 

**LEGAL REVIEW:** William Hennessy

**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, PERTINENT HISTORY)**

As part of electric **deregulation**, consumers may choose to purchase power from one source, and continue to have it delivered through the ComEd distribution system. **Aggregation** refers to the Village-wide purchasing of power in bulk from a potential source other than ComEd. Opt-out provisions effective January 1, 2010 were added to the Illinois Power Agency Act providing the statutory authority for municipalities to pursue aggregation. The municipal aggregation process requires a local referendum. Provided the referendum passes, the municipality may develop an opt-out program which would ultimately lead to a public bidding process whereby electric suppliers are asked to submit a bid to provide Willowbrook's electric supply load.

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

Although ComEd's multi-year supply contracts will end in June of 2013, and it is widely believed that the default rate will drop substantially at that time enabling ComEd to compete with other current alternate suppliers, there is no guarantee. Therefore, in accordance with the discussion at the November 12, 2012 Board meeting, we will place the electric aggregation referendum question on the ballot for the April 9, 2013 Consolidated General Election. If aggregation is authorized at that time, we will wait until the new ComEd default rates are known in June 2013 before we make a final decision on whether to proceed with a local aggregation program.

Leading up to the April 9<sup>th</sup> Consolidated General Election, the Village will undertake a public awareness campaign to ensure voters are well aware of the referendum question being asked. Our intent would be to make written materials available to help educate our voters on the topic, placing factual information on the website, and potentially mailing a brochure to all residents and businesses.

**ACTION PROPOSED:**

Adopt Resolution placing a referendum question on the April 9, 2013 ballot for the Consolidated General Election.

RESOLUTION NO. 12 - R - \_\_\_\_\_

**A RESOLUTION INITIATING THE SUBMISSION OF A PUBLIC QUESTION TO THE ELECTORS OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, OF WHETHER THE VILLAGE SHOULD HAVE THE AUTHORITY UNDER PUBLIC ACT 096-0176 TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

---

**WHEREAS**, the Illinois Power Agency Act, Chapter 20, Illinois Compiled Statutes, Act 3855, added Section 1-92 entitled Aggregation of Electrical Loads by Municipalities and Counties, hereinafter referred to as the "Act"; and

**WHEREAS**, Pursuant to the Act, if the Village seeks to operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, then prior to an adoption of an ordinance to establish the program, the Village must first submit a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out aggregation program for residential and small commercial retail customers; and

**WHEREAS**, the Village Board of the Village of Willowbrook hereby finds that it is in the best interest of the Village of Willowbrook to operate the aggregation program under the Act as an opt-out program and to submit the question to the electors in a referendum pursuant to the Act.

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

**SECTION ONE: Incorporation of Recitals.** The foregoing recitals are by this reference incorporated into and made a part of the resolution as if fully set forth.

**SECTION TWO: Best Interest of the Village.** The Village Board of the Village of Willowbrook finds and determines that it is in the best interest of the Village of Willowbrook to operate the aggregation program under the Act as an opt-out program.

**SECTION THREE: Program Implementation.** In the event such a question is approved by a majority of the electors voting on the question at the Consolidated General Election held on April 9, 2013, the Village Board of the Village of Willowbrook may implement an opt-out aggregation program and if said Village Board adopts the program the Village shall comply with all the terms and provisions of the Act.

**SECTION FOUR: Public Question on Electric Aggregation.** The Village Clerk of the Village of Willowbrook is directed to certify and submit on or before January 22, 2013, the following question to be placed on the ballot for the Consolidated General Election to be held on April 9, 2013 in the following form:

Shall the Village of Willowbrook have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------

**SECTION FIVE: Spanish Language Ballot.** The Village hereby certifies that, for the purposes of the Spanish language ballot to be prepared by the Board of Election Commissioners of DuPage County for the Consolidated General Election to be held on April 9, 2013, the following is an identical version of the English language form of the referendum question set forth in Section 4 above:

¿Debe el Village de Willowbrook tener la autoridad para encargarse del suministro de electricidad de sus clientes residenciales y clientes con comercios pequeños de venta al por menor que no han optado por retirarse de dicho programa?	Si <input type="checkbox"/>	No <input type="checkbox"/>
--	-----------------------------	-----------------------------

**SECTION SIX: Publication: Filing.** The Village Clerk is hereby authorized and directed to publish this authorizing resolution within ten days after passage in a newspaper of general circulation within the Village and to file this authorizing resolution or other related matters with the appropriate election officials in accordance with applicable law.

**SECTION SEVEN: Invalidity.** If any section, paragraph, clause or provision of this resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this resolution.

**SECTION EIGHT: Conflicts.** That all resolutions or parts thereof in conflict with the terms of the resolution are hereby repealed and of no further force and effect to the extent of any such conflict.

**SECTION NINE: Effective Date.** This resolution shall be in full force and effect from and after its adoption, approval, and publication in the manner provided by law.

**ADOPTED AND APPROVED** on this 26<sup>th</sup> day of November, 2012.

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A TACTICAL DIVERSION TASK FORCE AGREEMENT WITH THE FEDERAL DRUG ENFORCEMENT ADMINISTRATION

**AGENDA NO.**

5f

**AGENDA DATE:** 11/26/12

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

**SIGNATURE:**



**LEGAL REVIEW:** William Hennessy, Village Attorney

**SIGNATURE:**



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

**SIGNATURE:**



**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

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

After the Board's discussion on the topic, on October 9, 2012 Chief Shelton executed a new agreement with the Federal Drug Enforcement Administration (DEA) related to Willowbrook's assignment of an agent to the Tactical Diversion Task Force. The agreement was then forwarded to the DEA and executed on October 10, 2012. At the Board of Trustees regular meeting on October 22, 2012, the Board adopted a Resolution authorizing the Chief of Police to execute the Agreement and ratifying and confirming the Chief's prior execution of the Agreement.

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

On November 15, 2012, the DEA submitted a revised agreement for the Village's execution. This revised agreement contains the following minor language changes:

- 1) Changes the abbreviation referring to the Willowbrook Police Department from "WPD" to "WBPD" throughout the document.
- 2) Adds a clarification (highlighted text at the end of Section 6) that the Task Force Officer's overtime reimbursement shall not include any costs for benefits such as retirement, FICA, and other expenses.

The DEA has requested that the revised agreement be executed and sent back to them as soon as possible.

**ACTION PROPOSED:**

Adopt the Resolution.

RESOLUTION NO. 12-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A  
TACTICAL DIVERSION TASK FORCE AGREEMENT WITH THE FEDERAL  
DRUG ENFORCEMENT ADMINISTRATION

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Chief of Police is hereby authorized to execute an agreement with the Federal Drug Enforcement Administration related to the Village's assignment of an agent to the Tactical Diversion Task Force, attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 26<sup>th</sup> day of November, 2012

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

## **TACTICAL DIVERSION TASK FORCE AGREEMENT**

This agreement is made this 1st day of October, 2012, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Willowbrook Police Department. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. Section 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Illinois, the parties hereto agree to the following:

1. The Tactical Diversion Task Force will perform the activities and duties described below:

a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Chicago area;

b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Illinois.

2. To accomplish the objectives of the Tactical Diversion Task Force, the WBPD agrees to detail one (1) experienced officer to the Tactical Diversion Task Force for a period of not less than two (2) years. During this period of assignment, the WBPD officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.

3. The WBPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WBPD officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the Tactical Diversion Task Force, DEA will assign two(2) Special Agents and two(2) Diversion Investigators to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and the WBPD officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the Tactical Diversion Task Force, the WBPB will be responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to the WBPB officer assigned to the Tactical Diversion Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,202.25 per officer). **Note: Task Force Officer's overtime "Shall not include any costs for benefits such as retirement, FICA, and other expenses."**

7. In no event will the WBPB charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WBPB shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WBPB shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WBPB shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WBPB shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WBPB agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WBPB acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WBPB by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WBPB shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be from October 1, 2012 to September 30, 2013. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WBPB during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_ Date: \_\_\_\_\_  
John J. Riley  
Special Agent in Charge

For the Willowbrook Police Department:

\_\_\_\_\_ Date: \_\_\_\_\_

Chief of Police

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE – WILLOWBROOK/BURR RIDGE CHAMBER OF COMMERCE

**AGENDA NO.**

5g

**AGENDA DATE:** 11/26/12

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** Cindy Stuchl

**LEGAL REVIEW:** N/A

**SIGNATURE:** N/A

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** TG Habel

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

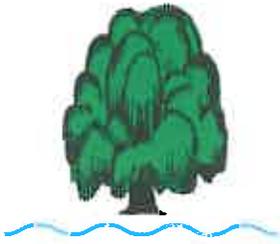
**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Willowbrook/Burr Ridge Chamber of Commerce submitted an application to hold a raffle at their fund raising event that occasionally gets held at their monthly Chamber meetings. These events are held throughout the year at either Ashton Place, 341 W. 75<sup>th</sup> Street or Willowbrook Holiday Inn, 7800 Kingery Highway.

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

This is the second application for this organization.

**ACTION PROPOSED:** Approve Application to hold a Raffle.



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## LICENSE TO HOLD A RAFFLE

**Mayor**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

1. The name of the Licensee:  
Willowbrook/Burr Ridge Chamber of Commerce
2. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.  
Split the Pot Raffle & various donated items
3. The maximum retail value of each prize awarded by the licensee in a single raffle.  
\$500.00
4. The maximum price which may be charged for each raffle chance issued or sold.  
1 for \$5.00, 3 for \$10.00, 7 for \$20.00
5. The maximum number of days during which chances may be issued or sold.  
DNA
6. The date on which the drawing is to be held.  
2013 Chamber monthly luncheons held in Willowbrook
7. The place at which the drawing is to be held.  
Ashton Place, 341 W. 75<sup>th</sup> Street  
Willowbrook Holiday Inn, 7800 Kingery Highway

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING HELD ON THE 26<sup>th</sup> DAY OF November, 2012.

\_\_\_\_\_  
Leroy R. Hansen  
Village Clerk



*"A Place of American History"*



APPLICATION FOR LICENSE TO HOLD A RAFFLE

2013

Mayor  
Robert A. Nappi  
  
Village Clerk  
Leroy R. Hansen

1. Name, age and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

WILLOWBROOK BULL RIDGE CHAMBER OF COMMERCE INDUSTRY  
8300 S. MADISON BULL RIDGE, IL 60527  
Name Address Age  
LISA SNOWROCKE ASTON PLACE PRESIDENT  
RITA FARRELL LAW OFFICE OF RITA FARRELL VP  
JOE SIBSTNY AULEAHY, BURLINGHAM, SALVADOR 40, LTD TRSB.  
KEN SITKOWSKI BANNORVILLE USA SECY

Date of incorporation, if corporation: 1984

Date of formation of organization: 1982

Object for which organization or corporation was formed:  
CHAMBER OF COMMERCE

2. The area or areas within the Village in which raffle chances will be sold or issued and the time period during which raffle chances will be sold or issued.  
ASTON PLACE 341 75<sup>th</sup> - MARCH, APRIL, MAY 24, MAY 1 2013 LUNCHEONS  
HOLIDAY INN WB 7800 KINGSTON JUNE 5, JULY 10, AUG 7 2013 LUNCHEONS

3. The date on which the drawing is to be held  
ABOVE

4. The place at which the drawing is to be held.  
ABOVE

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: \_\_\_\_\_ No: X

If yes, explain: \_\_\_\_\_



"A Place of American History"

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.

SPLIT THE RT RAFFLE & VARIOUS DONATED ITEMS

7. The maximum retail value of each prize awarded by the licensee in a single raffle.

\$500

8. The maximum price which may be charged for each raffle chance issued or sold.

1 for \$5, 3 for \$10, 7 for \$20.00

9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:

Yes: \_\_\_\_\_

No: X

If yes, state reasons: \_\_\_\_\_

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.

YES

11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

YES

12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature:

Joseph Chamber President

Date

11/7/10

630-654-0909

INFO @ WBBRCHAMBER.ORG



**2012 OFFICERS  
AND BOARD  
OF DIRECTORS**

**PRESIDENT**

Lisa J. Shemroske  
Ashton Place  
Marie's Catering

**VICE PRESIDENT**

Rita Farrell  
Law Office of  
Rita A. Farrell

**SECRETARY**

Ken Sitkowski  
Bannerville USA

**TREASURER**

Joseph J. Stastny  
Mulcahy, Pauritsch,  
Salvador & Co., LTD

**BOARD MEMBERS:**

Nancy DeYoung  
DeYoung Insurance

Frank Fishella  
Unique Balloon  
Decorating

Debra Hamilton  
Rock Valley  
Publishing

Debbie Jackson  
CoolerSmart

Diane Konicek  
Downers Grove  
Township

Christopher P. Lyons  
Peters & Lyons, Ltd.

Scott Rolston  
Burr Ridge Village  
Center

Mike Schultz  
Turtle Wax, Inc.

Mark Shelton  
Willowbrook Police  
Department

Russell Smith  
Edward Jones  
Investment Company

Zaklina Trpenovski  
SRBino Real Estate  
Management Group

**Legal Counsel**

Leroy R. Hansen,  
Attorney At Law

**WILLOWBROOK/BURR RIDGE  
CHAMBER OF COMMERCE AND INDUSTRY  
8300 South Madison Street, Burr Ridge, Illinois 60527  
Tel 630.654.0909 Fax 630.654.0922  
[www.wbbrchamber.org](http://www.wbbrchamber.org)**

November 8, 2012

Mr. Timothy Halik, Village Administrator  
Village of Willowbrook  
7760 South Quincy Street  
Willowbrook, IL 60527

Dear Tim:

The Willowbrook Burr Ridge Chamber of Commerce and Industry occasionally holds raffles, i.e. split the pot, at our business meeting luncheons and at different events throughout the year. In that we often have our meetings and different events within the Village of Willowbrook, we would like to request consideration of a Village of Willowbrook raffle license that would encompass the entire 2013 calendar year. Enclosed please find a completed Raffle License Application.

Thank you for your consideration of our request. As usual we are grateful for the continuing cooperation between the local businesses and the Village of Willowbrook. Please do not hesitate to call us with any questions.

Respectfully submitted,

Lisa Shemroske, President

mp



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 • Fax: (630) 323-0787 • [www.willowbrookil.org](http://www.willowbrookil.org)

October 26, 2012

**Mayor**

Robert A. Napoli

Ms. Janis Liggons  
38 Kyle Ct  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 350530.009  
Delinquent Water Bill

Dear Ms. Liggons:

Please be advised that your water bill is now delinquent in the amount of \$144.69. 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 26, 2012, 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](http://www.willowbrookil.org)

October 26, 2012

**Mayor**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

Worldwide Transmission Group  
585 Executive Dr  
Willowbrook II 60527

Re: Account No. 410210.004  
Delinquent Water Bill

Dear Sir or Madam:

Please be advised that your water bill is now delinquent in the amount of \$457.85. 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 26, 2012, 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, 2012 AND ENDING APRIL 30, 2013, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

**AGENDA NO.**

**AGENDA DATE:**  
11/26/12

**7**

**STAFF REVIEW:** Krisitin Violante & Carrie Dittman

**SIGNATURE** *K. Violante*

**LEGAL REVIEW:** William J. Hennessy

**SIGNATURE:** *W. J. Hennessy*

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** *T. Hald*

**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 2012 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 Finance and Administration Committee meeting on November 12, 2012.

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

For the 2012 proposed tax levy of \$67,908, the tax impact for a home owner with a home market value of \$300,000 would be approximately \$15.00. This represents a .50% decrease 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 2012 requested levy:

	<u>Tax Levy Year 2012</u>	<u>Tax Levy Year 2011</u>
Gateway membership	\$ 36,833	\$ 37,672
Staff costs	5,400	5,200
ADA Accommodations	7,775	8,800
Park Landscape Supplies	4,600	4,775
Park Improvements	<u>13,300</u>	<u>11,800</u>
Total	\$ 67,908	\$ 68,247

**ACTION PROPOSED:** PASS THE ORDINANCE

ORDINANCE NO. 12-O-\_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2012 AND ENDING APRIL 30, 2013, OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS

---

WHEREAS, on or about June 11, 2012, the corporate authorities of the Village of Willowbrook passed Ordinance No. 12-O-13, entitled "Annual Appropriation Ordinance Village of Willowbrook, DuPage County, Illinois for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013"; 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, 2012 and ending April 30, 2013.

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 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, 2012 and ending April 30, 2013, 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	\$82,240	\$5,400
01-20-565-341	Park & Landscape Supplies	\$30,200	\$4,600
01-20-590-518	ADA - Gateway Due	\$75,344	\$36,833
01-20-590-520	ADA Accommodations	\$27,150	\$7,775
01-20-590-521	ADA Park Improvements	\$23,600	\$13,300

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, 2012 and ending April 30, 2013, 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 \$67,908 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 26th day of November, 2012.

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 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 2012-2013 Tax Levy Ordinance, passed this 26th day of November, 2012.

IN WITNESS WHEREOF, I hereunto affix my official signature at Willowbrook, Illinois, this 26th day of November, 2012.

\_\_\_\_\_  
Robert A. Napoli  
Mayor

(SEAL)

ATTEST:

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**AGENDA NO.** 8  
**AGENDA DATE:** 11/26/12

**ITEM TITLE:**  
 An Ordinance Amending Special Use Permit No. 88-23, as approved in Ordinance No. 88-O-23 and Amended in Ordinances 88-O-46 and 88-O-17 Authorizing a Major Change to a PUD to Allow a Vocational Trade School Not To Exceed 51,000 Square Feet in the 500 Joliet Road Building and Associated Approvals and Relief—Willowbrook Centre PUD

**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant **SIGNATURE:**   
**LEGAL REVIEW:** William Hennessy, Village Attorney **SIGNATURE:**   
**RECOMMENDED BY:** Tim Halik, Village Administrator **SIGNATURE:**   
**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

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

In 1988, the Village approved Ordinance No. 88-O-23 authorizing an M-1 Planned Unit Development (PUD) for a 12.33 acre property located on the northwest corner of Madison Street and Joliet Road (Frontage Road). The property contains 3 buildings and one parking structure. The PUD has been amended three times since 1988. The two-story building in the southeast quadrant of the development has been occupied in the past by Mark Shale, Commonwealth Edison, and TCF Bank, but has been vacant for some time. The property owner is requesting consideration to add a use in order to accommodate Environmental Technical Institute (E.T.I.), a vocational trade school user currently located in Itasca. Vocational trade school uses are not currently listed as permitted or special uses in the M-1 Zoning District. Therefore, this action requires a “major change” to the previously approved PUD.

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

The Plan Commission held the public hearing and made a recommendation to approve the relief requested with this petition at their November 7, 2012 meeting. In this project, there were several conditions that staff recommended be imposed to address parking. When the Village’s parking requirements were applied to this unique use, a specific number of parking spaces were required. However, the tenant advised staff that the tenant would have access to a greater number of spaces pursuant to their lease. Since the remaining 31,000 square feet of space could potentially be occupied by uses that would require more parking than what would remain given the lease agreement, it was mutually decided that this remaining space not used by the vocational school would be restricted in a manner that uses would not exceed the 93 parking spaces remaining on the site as required by the Ordinance. These conditions are enumerated on Pages 3 and 4 of Ordinance Draft #1 in Sections 4B, 4C, 4D, and 4E. After discussion, the Plan Commission members did not agree to include the restrictions in their recommendation. They believed, instead, that the applicant should have the flexibility as to how to allocate the parking for the building, including “buying back” spaces from the school if they realize they don’t need so many spaces. Plus, the Plan Commission was concerned about the Village having the duty to monitor specific office and warehouse uses in this project. In short, they believe that it is none of the Village’s business which tenants receive which parking spaces, as long as the building as a whole complies with the Ordinance. Finally, it was mentioned that if there was a parking problem, the tenants of the building can address it with the owner, thereby making it more self-regulating. Ordinance Draft #2 is consistent with the Plan Commission’s recommendation to exclude the conditions described in Ordinance Draft #1.

**ACTION PROPOSED:**

Two ordinances have been drafted and are attached for the Board’s consideration. Draft # 1 includes the staff recommended restrictions that dictate what type of uses can occupy space in the building not dedicated to the vocational school use. Draft # 2 excludes these restrictions, as recommended by the Plan Commission.

# Ordinance Draft #1

ORDINANCE NO. 12-O-\_\_\_\_\_

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 88-23  
AS APPROVED IN ORDINANCE NO. 88-0-23  
AND AMENDED IN ORDINANCE 88-0-46 AND ORDINANCE 88-0-17  
AUTHORIZING A MAJOR CHANGE TO A PUD TO ALLOW A  
VOCATIONAL TRADE SCHOOL NOT TO EXCEED 51,000 SQUARE FEET IN THE  
500 JOLIET ROAD BUILDING AND ASSOCIATED APPROVALS AND RELIEF  
WILLOWBROOK CENTRE PUD

---

WHEREAS, on or about October 15, 2012, John L. Stoetzel, Illinois Industrial Properties, Inc. as applicant and authorized agent for the property owner known as Chicago Title Land Trust Company, as Trustee U/T/A dated 3-5-98 (Trust Number 123910-09), filed an application with the Village of Willowbrook with respect to the property legally described in Exhibit "A" attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, pursuant to 9-13-4(C)6(a)(5) of the Willowbrook Zoning Ordinance, said application requested a Major Change to the PUD previously approved in Ordinance Number 88-0-23 and amended in Ordinance 88-0-46 and Ordinance 88-0-17, to allow changes in the types of permitted land uses in order to allow a vocational trade school use in the M-1 Light Manufacturing Zoning District, to authorize a new landscape plan on part of the Subject Realty, and allow only one loading dock instead of the two required for the 500 Joliet Road building; and

WHEREAS, due Notice of the required Public Hearing was published on or about October 19, 2012, in The Suburban Life,

being a newspaper of general circulation within the Village of Willowbrook, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, on the 7<sup>th</sup> day of November, 2012, the Plan Commission of the Village conducted a Public Hearing on said application, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the recommendation of the Plan Commission, was forwarded to the Mayor and Board of Trustees on November 12, 2012, said recommendation being attached hereto as Exhibit "B" and by this reference, incorporated herein; and,

WHEREAS, the Mayor and Board of Trustees now determine it would be in the best interest of the Village to grant the requested relief, subject to the terms and conditions established by this Ordinance, which include additional conditions than recommended by the Plan Commission that will ensure adequate parking for all users in the 500 Joliet building; and

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

SECTION ONE: That Special Use Permit No. 88-23, passed and approved in Ordinance No. 88-0-23 and amended in Ordinance 88-0-46 and Ordinance 88-0-23, is hereby further amended to allow a vocational trade school use not to exceed 51,000 square

feet to locate on the Subject Realty in the building commonly known as 500 Joliet Road.

SECTION TWO: That the Landscape Plan, consisting of Sheet L1 labeled "Tree Preservation Plan" and Sheet L2 labeled "Landscape Renovation Plan", prepared by Trippiedi Design, dated October 15, 2012, and latest revision dated October 23, 2012, attached hereto and incorporated herein as Exhibit "C", be and the same is hereby approved.

SECTION THREE: That a waiver from Section 9-10-4(H) of the Zoning Ordinance to allow only one loading dock instead of the two required for the 500 Joliet Road building is hereby approved and allowed only in conjunction with a vocational trade school use being located in said building.

SECTION FOUR: That the approvals granted in Sections One, Two and Three of this Ordinance are expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- A. The Vocational Trade School use is intended to accommodate Environmental Technical Institute (ETI), which trains HVAC and welding professionals. Similar vocational trade schools may be allowed subject to interpretation by the Village Administrator, who may either authorize similar users in writing or require authorization by the Village Council subject to a major or minor change PUD process.
- B. The space identified as "1 West" in Exhibit D attached hereto, consisting of 4,000 square feet may only be utilized for warehouse, storage and similar uses as long as the parking requirement pursuant to the Zoning

Ordinance does not exceed 8 parking spaces; or it may be absorbed as additional space for the vocational trade school.

- C. The space identified as "2 East" in Exhibit D attached hereto, consisting of 3,000 square feet may not be leased, except that it may be absorbed as additional space for the vocational trade school.
- D. The common space located east of lobby in Exhibit D attached hereto may only be utilized as common space by other existing tenants in the building.
- E. The 2,700 square foot space identified as "1 Northwest", and the 16,300 square foot space identified as "2 West" in Exhibit D attached hereto may be utilized by any permitted use that does not exceed a parking space requirement of 1 space for every 225 square feet.
- F. The parking space on the second story of the parking deck that extends into the drive aisle upon turning from the ramp shall be removed.
- G. Up to two parking spaces located south of the existing garbage handling area may be modified to accommodate additional garbage handling upon written approval of the Village Administrator, subject to his approval of a site plan and related improvements.
- H. The Joliet right-of-way area located north of the existing Joliet pavement, between Griffin Drive and Madison shall be improved to provide a consistent two foot wide stone shoulder north of the pavement, with all other area north planted with new sod. The Village will assist in the enforcement of No Parking restriction to help prevent damage to this improvement.
- I. The Landscape Plan is approved for modifications only for areas east of Griffin Drive. All other landscaping shall conform to previously approved plans.
- J. The Floor Plan Exhibit shall be dated November 7, 2012.

SECTION FIVE: That the several terms and conditions contained in Special Use Permit No. 88-23, as passed and approved in Ordinance No. 88-0-23, and as amended in Ordinance 88-0-46 and Ordinance 88-0-17, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION SIX: That the findings of fact attached hereto as Exhibit "E" are hereby adopted by the Mayor and Board of Trustees.

SECTION SEVEN: 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 EIGHT: 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 26<sup>TH</sup> day of November, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN WILLOWBROOK CENTRE ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1989 AS DOCUMENT R89-157289 , BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-404-027

Commonly Known As: 500 Joliet Road, Willowbrook, IL 60527

EXHIBIT "B"

PLAN COMMISSION RECOMMENDATION

**MEMORANDUM**

MEMO TO: Robert Napoli, Mayor  
Board of Trustees

MEMO FROM: Daniel Kopp, Plan Commission Chairman

DATE: November 7, 2012

SUBJECT: Illinois Industrial Properties, Inc. – 500 Joliet Road, petition for an amendment to an existing special use for a planned unit development to allow the operation of Environmental Technical Institute

At the meeting of the Plan Commission held on November 7, 2012, the above was discussed and the following motion was made:

**MOTION:** Made by Commissioner DelSarto, seconded by Commissioner Soukup that based on the submitted petition and testimony presented, the special use to amend the PUD to allow a vocation trade school use, authorize a new Landscape Plan for the area east of Griffin Drive, and for so long as a trade school use is in the building allow only 1 loading dock instead of the 2 required, meets the special use and PUD standards outlined in the staff report prepared for the November 7, 2012 meeting; therefore I move that the Plan Commission recommend approval of PC 12-04 subject to the following conditions:

1. The Vocational Trade School for HVAC and Welding use may not exceed 51,000 square feet. Similar vocational trade schools may be allowed subject to interpretation by the Village Administrator, who may either authorize in writing or require authorization by the Village Council subject to a major or minor change in the PUD process.
2. The parking space on the second story of the parking deck that extends into the drive aisle upon turning from the ramp shall be removed.
3. Up to two parking spaces located south of the existing garbage handling area may be modified to accommodate additional garbage handling upon written approval of the Village Administrator, subject to his approval of a site plan and related improvements.

4. The Joliet right-of-way shall be improved to provide a consistent two foot wide stone shoulder and sod in all areas west of the intersection curb, south of the sidewalk, and east of Griffin Drive. The applicant requests that the Village step up enforcement of illegal parking in that area.
5. The Landscape Plan is approved for modifications only for areas east of Griffin Drive. All other landscaping shall conform to previously approved plans.
6. The Floor Plan Exhibit shall be dated November 7, 2012.

ROLL CALL: AYES: Commissioners DeSarto, Remkus, Soukup, Vice Chairman Wagner, Buckley, Baker and Chairman Kopp. NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

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

DK/jp

# Ordinance Draft #2

ORDINANCE NO. 12-0-\_\_\_\_\_

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 88-23  
AS APPROVED IN ORDINANCE NO. 88-0-23  
AND AMENDED IN ORDINANCE 88-0-46 AND ORDINANCE 88-0-17  
AUTHORIZING A MAJOR CHANGE TO A PUD TO ALLOW A  
VOCATIONAL TRADE SCHOOL NOT TO EXCEED 51,000 SQUARE FEET IN THE  
500 JOLIET ROAD BUILDING AND ASSOCIATED APPROVALS AND RELIEF  
WILLOWBROOK CENTRE PUD

---

WHEREAS, on or about October 15, 2012, John L. Stoetzel, Illinois Industrial Properties, Inc. as applicant and authorized agent for the property owner known as Chicago Title Land Trust Company, as Trustee U/T/A dated 3-5-98 (Trust Number 123910-09), filed an application with the Village of Willowbrook with respect to the property legally described in Exhibit "A" attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, pursuant to 9-13-4(C)6(a)(5) of the Willowbrook Zoning Ordinance, said application requested a Major Change to the PUD previously approved in Ordinance Number 88-0-23 and amended in Ordinance 88-0-46 and Ordinance 88-0-17, to allow changes in the types of permitted land uses in order to allow a vocational trade school use in the M-1 Light Manufacturing Zoning District, to authorize a new landscape plan on part of the Subject Realty, and allow only one loading dock instead of the two required for the 500 Joliet Road building; and

WHEREAS, due Notice of the required Public Hearing was published on or about October 19, 2012, in The Suburban Life,

being a newspaper of general circulation within the Village of Willowbrook, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, on the 7<sup>th</sup> day of November, 2012, the Plan Commission of the Village conducted a Public Hearing on said application, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the recommendation of the Plan Commission, was forwarded to the Mayor and Board of Trustees on November 12, 2012, said recommendation being attached hereto as Exhibit "B" and by this reference, incorporated herein; and,

WHEREAS, the Mayor and Board of Trustees now determine it would be in the best interest of the Village to grant the requested relief, subject to the terms and conditions established by this Ordinance.

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 Special Use Permit No. 88-23, passed and approved in Ordinance No. 88-0-23 and amended in Ordinance 88-0-46 and Ordinance 88-0-23, is hereby further amended to allow a vocational trade school use not to exceed 51,000 square feet to locate on the Subject Realty in the building commonly known as 500 Joliet Road.

SECTION TWO: That the Landscape Plan, consisting of Sheet L1 labeled "Tree Preservation Plan" and Sheet L2 labeled "Landscape Renovation Plan", prepared by Trippiedi Design, dated October 15, 2012, and latest revision dated October 23, 2012, attached hereto and incorporated herein as Exhibit "C", be and the same is hereby approved.

SECTION THREE: That a waiver from Section 9-10-4(H) of the Zoning Ordinance to allow only one loading dock instead of the two required for the 500 Joliet Road building is hereby approved and allowed only in conjunction with a vocational trade school use being located in said building.

SECTION FOUR: That the approvals granted in Sections One, Two and Three of this Ordinance are expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- A. The Vocational Trade School use is intended to accommodate Environmental Technical Institute (ETI), which trains HVAC and welding professionals. Similar vocational trade schools may be allowed subject to interpretation by the Village Administrator, who may either authorize similar users in writing or require authorization by the Village Council subject to a major or minor change PUD process.
- B. The parking space on the second story of the parking deck that extends into the drive aisle upon turning from the ramp shall be removed.
- C. Up to two parking spaces located south of the existing garbage handling area may be modified to accommodate additional garbage handling upon written approval of the Village Administrator, subject to his approval of a site plan and related improvements.

- D. The Joliet right-of-way area located north of the existing Joliet pavement, between Griffin Drive and Madison shall be improved to provide a consistent two foot wide stone shoulder north of the pavement, with all other area north planted with new sod. The Village will assist in the enforcement of No Parking restriction to help prevent damage to this improvement.
- E. The Landscape Plan is approved for modifications only for areas east of Griffin Drive. All other landscaping shall conform to previously approved plans.
- F. The Floor Plan Exhibit shall be dated November 7, 2012.

SECTION FIVE: That the several terms and conditions contained in Special Use Permit No. 88-23, as passed and approved in Ordinance No. 88-0-23, and as amended in Ordinance 88-0-46 and Ordinance 88-0-17, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION SIX: That the findings of fact attached hereto as Exhibit "D" are hereby adopted by the Mayor and Board of Trustees.

SECTION SEVEN: 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 EIGHT: 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 26<sup>TH</sup> day of November, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN WILLOWBROOK CENTRE ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1989 AS DOCUMENT R89-157289 , BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-404-027

Commonly Known As: 500 Joliet Road, Willowbrook, IL 60527

EXHIBIT "B"

PLAN COMMISSION RECOMMENDATION

**MEMORANDUM**

MEMO TO: Robert Napoli, Mayor  
Board of Trustees

MEMO FROM: Daniel Kopp, Plan Commission Chairman

DATE: November 7, 2012

SUBJECT: Illinois Industrial Properties, Inc. – 500 Joliet Road, petition for an amendment to an existing special use for a planned unit development to allow the operation of Environmental Technical Institute

At the meeting of the Plan Commission held on November 7, 2012, the above was discussed and the following motion was made:

MOTION: Made by Commissioner DeSarto, seconded by Commissioner Soukup that based on the submitted petition and testimony presented, the special use to amend the PUD to allow a vocation trade school use, authorize a new Landscape Plan for the area east of Griffin Drive, and for so long as a trade school use is in the building allow only 1 loading dock instead of the 2 required, meets the special use and PUD standards outlined in the staff report prepared for the November 7, 2012 meeting; therefore I move that the Plan Commission recommend approval of PC 12-04 subject to the following conditions:

1. The Vocational Trade School for HVAC and Welding use may not exceed 51,000 square feet. Similar vocational trade schools may be allowed subject to interpretation by the Village Administrator, who may either authorize in writing or require authorization by the Village Council subject to a major or minor change in the PUD process.
2. The parking space on the second story of the parking deck that extends into the drive aisle upon turning from the ramp shall be removed.
3. Up to two parking spaces located south of the existing garbage handling area may be modified to accommodate additional garbage handling upon written approval of the Village Administrator, subject to his approval of a site plan and related improvements.

4. The Joliet right-of-way shall be improved to provide a consistent two foot wide stone shoulder and sod in all areas west of the intersection curb, south of the sidewalk, and east of Griffin Drive. The applicant requests that the Village step up enforcement of illegal parking in that area.
5. The Landscape Plan is approved for modifications only for areas east of Griffin Drive. All other landscaping shall conform to previously approved plans.
6. The Floor Plan Exhibit shall be dated November 7, 2012.

ROLL CALL: AYES: Commissioners DelSarto, Remkus, Soukup, Vice Chairman Wagner, Buckley, Baker and Chairman Kopp. NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

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

DK/jp

EXHIBIT "C"

TREE PRESERVATION/REMOVAL PLAN  
LANDSCAPE RENOVATION PLAN

EXHIBIT "D"  
FINDINGS OF FACT

***Standards for Planned Unit Developments***

Willowbrook Centre

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

***The proposed amendment to allow a vocational trade school as a permitted use in up to 51,000 square feet of the 500 Joliet Road building will bring life to a building that has suffered recent and chronic vacancy. Access to and from and within the site can accommodate the projected student population, and the site contains adequate access, circulation, parking and loading facilities.***

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

***The proposed amendment to the approved PUD complies with the PUD standards and the flexibility within them as it relates to use, landscaping, and loading requirements.***

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

***The proposed plan departs from Village zoning regulations only in such a manner as to add value to the 500 Joliet building and its intended users. Specifically, the departure allows for a property zoned M-1 and improved with adequate parking to be used to accommodate a vocational trade school use. This use does not require the number of loading docks initially constructed to serve the building. Reducing the number of loading docks to one will adequately serve the intended users, however the plan will remain flexible, as nothing is being modified to the extent that additional loading docks could not be added if needed in the future. The departure from the zoning ordinance will help re-establish the development with viable tenants.***

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

***As an amendment to an existing PUD, the site was already planned and built with adequate public services. Furthermore, landscaping on the site has matured and it serves as a visually pleasing buffer to surrounding properties.***

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

*Adjacent properties will benefit from the landscaping improvements being made to the perimeter of the property which are intended to fill voids created by diseased or undesirable plant materials. The additional student population will also provide a captive market for nearby commercial and service establishments.*

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

*The proposed change in the provisions of the Special Use Permit and Planned Unit Development will provide additional people to purchase nearby goods and services. The new tenant will also add real estate tax and utility tax value, which increases the economic well-being of the Village.*

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

*The proposed amendments are compatible with planning objectives because they further supports the economic viability of Willowbrook's supply of business and industrial space.*

EXHIBIT "C"

TREE PRESERVATION/REMOVAL PLAN  
LANDSCAPE RENOVATION PLAN



EXHIBIT "E"  
FINDINGS OF FACT

***Standards for Planned Unit Developments***

Willowbrook Centre

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

***The proposed amendment to allow a vocational trade school as a permitted use in up to 51,000 square feet of the 500 Joliet Road building will bring life to a building that has suffered recent and chronic vacancy. Access to and from and within the site can accommodate the projected student population, and the site contains adequate access, circulation, parking and loading facilities.***

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

***The proposed amendment to the approved PUD complies with the PUD standards and the flexibility within them as it relates to use, landscaping, and loading requirements.***

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

***The proposed plan departs from Village zoning regulations only in such a manner as to add value to the 500 Joliet building and its intended users. Specifically, the departure allows for a property zoned M-1 and improved with adequate parking to be used to accommodate a vocational trade school use. This use does not require the number of loading docks initially constructed to serve the building. Reducing the number of loading docks to one will adequately serve the intended users, however the plan will remain flexible, as nothing is being modified to the extent that additional loading docks could not be added if needed in the future. The departure from the zoning ordinance will help re-establish the development with viable tenants.***

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

***As an amendment to an existing PUD, the site was already planned and built with adequate public services. Furthermore, landscaping on the site has matured and it serves as a visually pleasing buffer to surrounding properties.***

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

*Adjacent properties will benefit from the landscaping improvements being made to the perimeter of the property which are intended to fill voids created by diseased or undesirable plant materials. The additional student population will also provide a captive market for nearby commercial and service establishments.*

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

*The proposed change in the provisions of the Special Use Permit and Planned Unit Development will provide additional people to purchase nearby goods and services. The new tenant will also add real estate tax and utility tax value, which increases the economic well-being of the Village.*

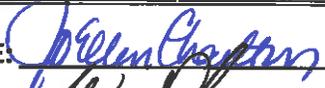
- (G) The conformity with the intent and spirit of the current planning objectives of the Village.

*The proposed amendments are compatible with planning objectives because they further supports the economic viability of Willowbrook's supply of business and industrial space.*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> An Ordinance Granting a Special Use for a Drive Through Restaurant for Chick-fil-A, and Amending Special Use Permit No. 06-27 as approved in Ordinances No. 06-O-27 and 07-O-10 and amended in Ordinance 07-O-22, 09-O-29, and 11-O-12 to Authorize Minor Changes to the Plat of Subdivision and PUD.— Willowbrook Town Center/Chick-fil-A	<b>AGENDA NO.</b> 9 <b>AGENDA DATE:</b> <u>11/26/12</u>
---	--

<b>STAFF REVIEW:</b> Jo Ellen Charlton, Planning Consultant	<b>SIGNATURE:</b> 
<b>LEGAL REVIEW:</b> William Hennessy, Village Attorney	<b>SIGNATURE:</b> 
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> 
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

In 2006 and 2007, the Village approved Ordinances 06-O-27 and 07-O-10 authorizing a B-2 Planned Unit Development (PUD) for the Willowbrook Town Center Shopping Center at the southeast corner of Plainfield and Route 83. Only one development site (Building G-2), remains available within this hugely successful development. This site was originally authorized for a 7,000 square foot sit-down restaurant. The applicants are requesting approval of a special use to allow a smaller (5,521 square foot) Chick-fil-A drive-through restaurant. The applicants are also requesting approvals of "Minor Changes" to the PUD to accommodate site plan modifications to the building and surrounding parking areas, and to accommodate a new "Willowbrook Town Center" monument identification sign (including lighting, landscaping and a flag pole) at the northwest corner of the site. This sign was requested by the Village in response to comments from people not knowing where Willowbrook Town Center was located. It's location at the Route 83/Plainfield intersection will make the center clearly identifiable. Finally, because this development will be the last new construction in the shopping center, the applicant was asked provide a new Plat in order to show existing conditions in sync with the plat document. These are also considered minor changes.

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

The Plan Commission held the public hearing and made a recommendation to approve the relief requested with this petition at their September 5, 2012 meeting. Discussion focused on parking and circulation, and deliveries and loading. It was determined that adequate parking is being provided, given the additional spaces being added behind the Buffalo Wild Wings. Internal circulation to both the loading area and the drive-through have been separated to minimize possible conflicts. Chick-fil-A is used to large crowds during their opening, and responded to the Plan Commission's satisfaction that they could accommodate the crowds. A larger question of the maneuvers required by larger trucks and semis to make deliveries on the east side of the building was discussed. The Plan Commission and Chick-fil-A both agreed that it would be prudent to limit deliveries so that they would be completed during non-working hours only, but in no instance completed prior to 6:00 A.M. All other modifications requested by the Plan Commission have been completed and agreed to. If approved, Chick-fil-A plans to initiate construction in April 2013.

**ACTION PROPOSED:**  
The attached ordinance has been prepared as recommended by the Plan Commission. Staff recommends approval.

ORDINANCE NO. 12-O-\_\_\_\_\_

AN ORDINANCE GRANTING A SPECIAL USE FOR A DRIVE THROUGH  
RESTAURANT FOR CHICK-FIL-A, AND  
AMENDING SPECIAL USE PERMIT NO. 06-27  
AS APPROVED IN ORDINANCES NO. 06-0-27 AND 07-0-10  
AND AMENDED IN ORDINANCES 07-0-22, 09-0-29, AND 11-0-12  
TO AUTHORIZE MINOR CHANGES TO THE PLAT OF SUBDIVISION AND P.U.D

(PERSERVERENCE SUBDIVISION)

Route 83 and Plainfield Road - Willowbrook Town Center

WHEREAS, on or about July 25, 2012, Jason Hill, agent for Chick-fil-A and Greg Fix, agent for the property owner known as The Harlem Irving Companies, Inc., as co-applicants, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY"); and

WHEREAS, said application requests a special use permit to construct a drive through Chick-fil-A restaurant in the area previously approved for a sit-down restaurant in a location along Plainfield Road designated as Building G-2 in the previously approved PUD;

WHEREAS, said application also requested that the special use permit for a planned unit development relating to the SUBJECT REALTY, previously approved in Ordinance NO. 06-0-27 and Ordinance No. 07-0-10 and as amended by Ordinances No. 07-0-22, 09-0-29, and 11-0-12 be further amended to approve the following minor changes (hereinafter collectively ("IMPROVEMENTS")) to the PUD as defined by Section 9-13-4(C)6 of the Village Code, and to reflect said

amendments in a "Second Amended and Restated Preliminary and Final Plat of Subdivision and PUD", attached hereto as Exhibit "B", which is, by this reference, incorporated herein ("PLAT"); and

- A. To reflect modifications to the building layout and nearby parking and circulation associated with the a new Chick-fil-A drive through restaurant (Building G-2 on the PLAT);
- B. To reflect minor change modifications to the size and location of the Pei Wei/Meatheads building (Building G-1 on the PLAT)
- C. To reflect modifications to the Portillos drive-through, as authorized by Ordinance 11-0-12, but never recorded in the DuPage County Recorder of Deeds office (Building P on the PLAT);
- D. To reflect other minor "as-built" modifications to the PUD that are not currently reflected in the previously approved PUD Plat;
- E. To allow a monument sign with the words "Willowbrook Town Center" that will contain no commercial advertising to be located at the northwest corner of the Subject Realty in compliance with the terms of this Ordinance in the location designated on the PLAT; and

WHEREAS, the Second Amended and Restated Plat of PUD-Perseverance Subdivision attached hereto as Exhibit "B" has been

prepared and is intended to supersede the Amended and Restated Preliminary and Final Plat of Subdivision and PUD Perseverance Subdivision approved on September 24, 2007 by Ordinance pu-0-22; and

WHEREAS, pursuant to 9-6B-2 of the Willowbrook Municipal Code, "drive-in facilities for permitted uses" require special use approval; and

WHEREAS, due Notice of Public Hearing was published on or about August 17, 2012, in The Suburban Life, being a newspaper of general circulation within the Village of Willowbrook, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, on the 5th day of September, 2012, the Plan Commission of the Village conducted a Public Hearing on said application, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the recommendation of the Plan Commission, including its findings of facts, was forwarded to the Mayor and Board of Trustees on September 6, 2012, said recommendation being attached hereto as Exhibit "C" and by this reference, incorporated herein.

WHEREAS, pursuant to Section 9-13-4(C)6a of the Willowbrook Municipal Code, all other modifications requested herein do not qualify as a Major Change to a PUD, and therefore qualify as a

Minor Change to a PUD pursuant to 9-13-4(C)6b of the Willowbrook Municipal Code; and

WHEREAS, pursuant to 9-13-4(C)6b of the Willowbrook Municipal Code, the Willowbrook Mayor and Board of Trustees by ordinance may approve minor changes to a PUD without the requirement of any further public hearing.

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

SECTION ONE: A special use for a drive-through restaurant is hereby approved on the SUBJECT REALTY for Building G-2 as shown on the PLAT, in conformance with the plans and conditions referenced herein *infra*.

SECTION TWO: Special Use Permit No. 06-27, passed and approved in Ordinance No. 06-0-27 and 07-0-10 and amended in Ordinances 07-0-22 09-0-29, and 11-0-12 is hereby further amended so as to permit the IMPROVEMENTS on the SUBJECT REALTY, in conformance with the plans and conditions referenced herein *infra*.

SECTION THREE: the Second Amended and Restated Plat of Subdivision and PUD, consisting of three sheets, prepared by Midwest Technical Consultants, Inc. Land Surveyors, latest revision dated 10/18/12 attached hereto as Exhibit "B", be and the same is hereby approved and that the Mayor, Village Clerk and all

other necessary and appropriate officers of the Village are authorized to execute said Plat.

SECTION FOUR: That the approvals granted in Sections One, Two and Three are for the purpose of facilitating the IMPROVEMENTS defined herein, and are expressly conditioned upon the following:

1. Improvements shall be constructed in substantial conformance and compliance with all plans and documents attached hereto and made a part hereof as Exhibit "D" (the "APPROVED PLANS"), with final approval and permit issuance subject to review by the Municipal Services Department.
2. Semi or large truck deliveries that must back into the loading area to the Chick-fil-A building must only be made on the east side of the building and completed only during hours that the business is not open to the public, and in no instance later than 6:00 A.M. during morning hours. Semi or large trucks are prohibited on the SUBJECT REALTY for a consecutive period of time longer than two hours.
3. All improvements associated with the "Willowbrook Town Center" monument sign, flag, landscape, and lighting improvements must be installed and approved by the Village Administrator in writing prior to the issuance of any certificate of occupancy for Chick-fil-A.

SECTION FIVE: That the findings of fact attached hereto as Exhibit "E" are hereby adopted by the Mayor and Board of Trustees.

SECTION SIX: That the several terms and conditions contained in Special Use Permit No. 06-27, as passed and approved in Ordinance 06-0-27 and Ordinance No. 07-0-10 and as amended by Ordinances No. 07-0-22, 09-0-29 and 11-0-12 shall, to the extent

not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION SEVEN: 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 EIGHT: 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 26th day of November, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

LOTS 1, 2, AND 3 IN AMENDED AND RESTATED PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTION 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN IN HINSDALE HIGHLANDS ESTATES, 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, IN TOWNSHIP 38 NORTH, RAGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RESTATED PLAT OF SAID PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007, AS DOCUMENT NUMBER R2007-183986, IN DUPAGE COUNTY, ILLINOIS.

PARCEL B:

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL A ABOVE FOR GRADING, PLANTING AND LANDSCAPING AS CREATED BY EASEMENT AGREEMENT DATED JANUARY 12, 2007 AND RECORDED JANUARY 25, 2007 AS DOCUMENT NUMBER R2007-016036.

PARCEL C:

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL A ABOVE FOR UTILITY EASEMENTS AS CREATED BY DECLARATION OF EASEMENTS DATED OCTOBER 30, 2007 AND RECORDED NOVEMBER 20, 2007 AS DOCUMENT NUMBER R2007-207439.

PINS: 09-26-200-010, 09-23-406-018 AND 09-23-406-019

Commonly Known As: 7101 - 7199 Kingery Highway,  
Willowbrook, IL 60527

EXHIBIT "B"

SECOND AMENDED AND RESTATED PLAT OF PUD

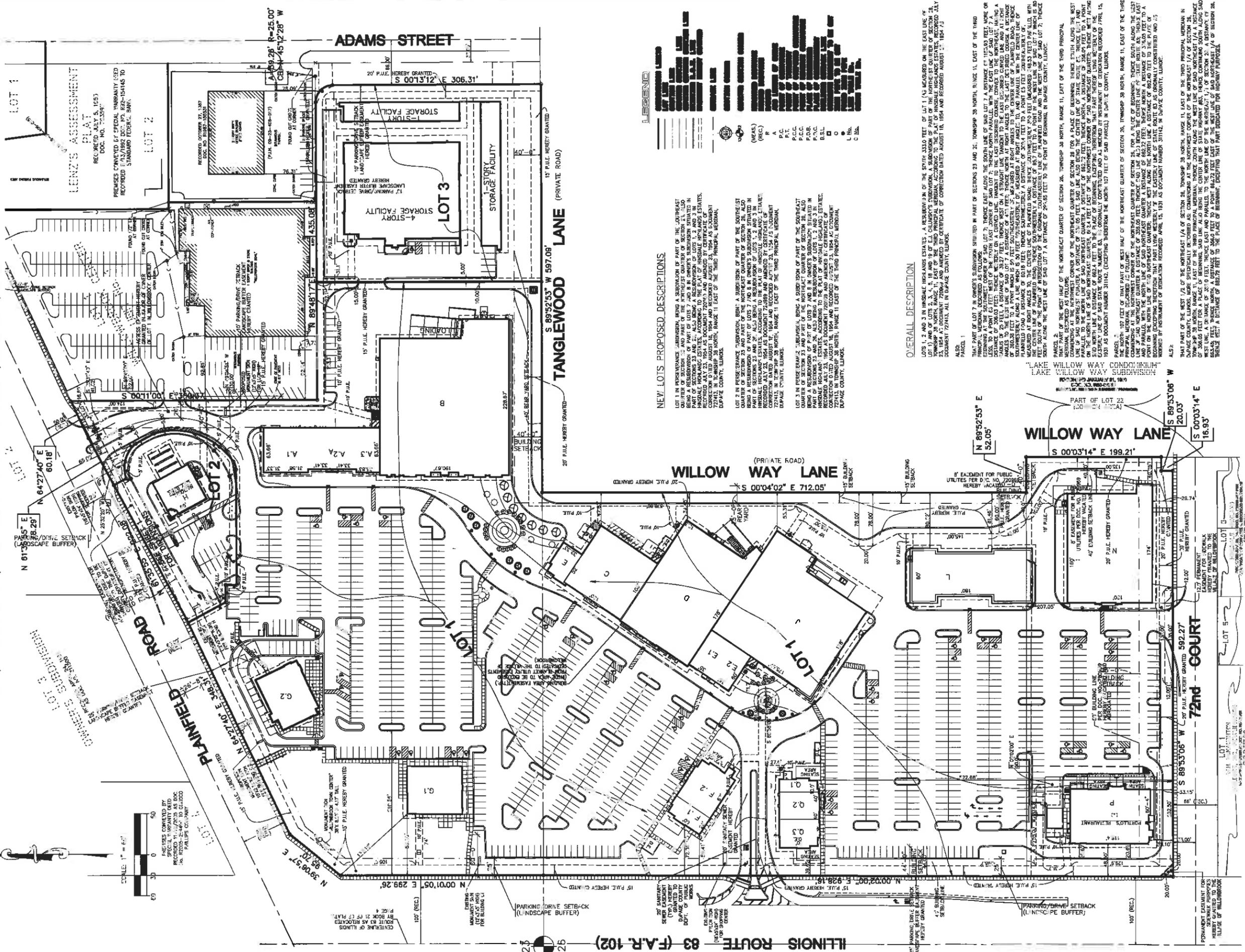


# SECOND AMENDED & RESTATED PRELIMINARY AND FINAL PLAT OF SUBDIVISION AND P.U.D. PERSEVERANCE SUBDIVISION

**BASIS OF BEARINGS:**  
ASSUMED THE SOUTH LINE OF  
SECTION 23-38-11 TO BE:  
**N 89°52'53" E**

P.I.N. 08-23-408-016  
08-28-200-001  
08-28-200-002  
08-26-200-003  
08-28-200-005  
08-28-200-006  
08-28-200-008

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, 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 CORRECTION DATED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



THIS PLAT WAS PREPARED BY  
SPECIFICALLY FOR THIS PROJECT  
RECORDED JULY 23, 1954 AS DOC  
NO. 720969 AND AMENDED BY  
CERTIFICATE OF CORRECTION  
DATED AUGUST 18, 1954 AND  
CORRECTION DATED AUGUST 23,  
1954 AS DOCUMENT 727413  
IN TOWNSHIP 38 NORTH,  
RANGE 11 EAST OF THE  
THIRD PRINCIPAL MERIDIAN,  
DUPAGE COUNTY, ILLINOIS.

### NEW LOTS PROPOSED DESCRIPTIONS

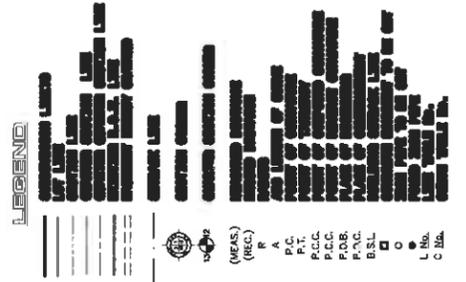
LOT 1 IN PERSEVERANCE SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, ACCORDING 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 CORRECTION DATED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

LOT 2 IN PERSEVERANCE SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, 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 CORRECTION DATED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

LOT 3 IN PERSEVERANCE SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, 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 CORRECTION DATED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

LOT 4 IN PERSEVERANCE SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, 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 CORRECTION DATED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

LOT 5 IN PERSEVERANCE SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, 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 CORRECTION DATED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



### OVERALL DESCRIPTION

LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, A RESUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 23, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, 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 CORRECTION DATED 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, DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, 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 CORRECTION DATED AUGUST 23, 1954 AS DOCUMENT 727413, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO 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, DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEING A SUBDIVISION OF PART 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 21.05 FEET, SAID LINE ALSO BEING THE CENTER LINE OF STATE ROUTE 65, THENCE E 1/4 AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 882.22 FEET, THENCE NORTH, A DISTANCE OF 386.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.22 FEET FROM THE POINT OF BEGINNING, THENCE WEST ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.22 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF THE EASTERN LINE OF SAID STATE ROUTE 65, 1/2, ORIGINALLY CONVEYED AND AS AMENDED BY INSTRUMENT OF DEED RECORDED APRIL 15, 1937 AS DOCUMENT NUMBER 31142, (EXCEPTING THEREFROM THE NORTH 107 FEET OF SAID PARCEL) IN DUPAGE COUNTY, ILLINOIS.

ALSO PARCEL 3 THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEING A SUBDIVISION OF PART 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 21.05 FEET, SAID LINE ALSO BEING THE CENTER LINE OF STATE ROUTE 65, THENCE E 1/4 AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 882.22 FEET, THENCE NORTH, A DISTANCE OF 386.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.22 FEET FROM THE POINT OF BEGINNING, THENCE WEST ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.22 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF THE EASTERN LINE OF SAID STATE ROUTE 65, 1/2, ORIGINALLY CONVEYED AND AS AMENDED BY INSTRUMENT OF DEED RECORDED APRIL 15, 1937 AS DOCUMENT NUMBER 31142, (EXCEPTING THEREFROM THE NORTH 107 FEET OF SAID PARCEL) IN DUPAGE COUNTY, ILLINOIS.

ALSO PARCEL 4 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 QUARTER OF SECTION 26, THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 386.00 FEET, THENCE EAST ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 386.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.22 FEET FROM THE POINT OF BEGINNING, THENCE WEST ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.22 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF THE EASTERN LINE OF SAID STATE ROUTE 65, 1/2, ORIGINALLY CONVEYED AND AS AMENDED BY INSTRUMENT OF DEED RECORDED APRIL 15, 1937 AS DOCUMENT NUMBER 31142, (EXCEPTING THEREFROM THE NORTH 107 FEET OF SAID PARCEL) IN DUPAGE COUNTY, ILLINOIS.

ALSO PARCEL 5 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 QUARTER OF SECTION 26, THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 386.00 FEET, THENCE EAST ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 386.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.22 FEET FROM THE POINT OF BEGINNING, THENCE WEST ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.22 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF THE EASTERN LINE OF SAID STATE ROUTE 65, 1/2, ORIGINALLY CONVEYED AND AS AMENDED BY INSTRUMENT OF DEED RECORDED APRIL 15, 1937 AS DOCUMENT NUMBER 31142, (EXCEPTING THEREFROM THE NORTH 107 FEET OF SAID PARCEL) IN DUPAGE COUNTY, ILLINOIS.

NO.	DATE	DESCRIPTION	BY
1	8/23/07	PER U.C. 18, 8007 REC'D	N.L.
2	10/18/12	ADD CHECK-PLA-A SITE	K.A.
3	10/18/12	PER WILLAGE ENGINEER REVIEW	K.A.

**MIDWEST TECHNICAL CONSULTANTS, INC.**  
LAND SURVEYORS  
1840 CHRYSLER POINT CENTER  
HAWTHORN HILLS, ILLINOIS 60131  
(630) 353-8800

PREPARED FOR:  
BARLETTA BRYANT COMPANY  
JOB NO. 100  
DRAWN BY: K.A.

**NOTES:**

- FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN HEREON, REFER TO YOUR ARCHITECT, DEEDS, GUARANTEE POLICY AND LOCAL ORDINANCES.
- COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE.
- NET 89°15' 14" OLD U.S. MEASUREMENTS UNLESS SHOWN AS OTHERWISE.

FORWARD EXEMPT FOR THE HEREBY GRANTED TO THE TOWNSHIP OF WILLOWWAY

**SHEET 2 OF 3**



EXHIBIT "C"

PLAN COMMISSION RECOMMENDATION

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

MEMO TO: Robert Napoli, Mayor  
Board of Trustees

MEMO FROM: Daniel Kopp, Plan Commission Chairman

DATE: September 6, 2012

SUBJECT: Chick-fil-A – 7101-7199 Kingery Highway, petition for a special use permit and other relief to allow for a restaurant with drive through.

At the meeting of the Plan Commission held on September 5, 2012, the above was discussed and the following motion was made:

**MOTION:** Made by Commissioner DelSarto, seconded by Commissioner Remkus that based on the submitted petition and testimony presented, the special use for a drive-through Chick-fil-A restaurant to replace the sit-down restaurant previously approved in space G-2 meets the standards for a special use as outlined in the staff report prepared for the September 5, 2012 meeting; therefore I move that the Plan Commission recommend approval of PC 12-02 subject to the following conditions:

1. Semi or large-truck deliveries that must be made by backing from the main shopping center drive aisle down the east-west aisle in from of PNC bank to the Chick-fil-A dumpster area must occur and be completed prior to 6:00 A.M. and in no instance may be on site for longer than two hours.
2. Harlem Irving, as so applicant and property owner must complete and provide the Village with accurate revised plat of subdivision and PUD documents that reflect the minor changes required by the drive-through Chick-fil-A and the village identification sign at the northwest corner of the site, and the Village must approve and record in the DuPage County Recorder of Deeds such documents prior to the issuance of any building permits for Chick-fil-A.
3. Harlem Irving must complete signage and flag improvements prior to the issuance of any certificate of occupancy for Chick-fil-A.
4. Plans shall be revised as follows prior to the Village Board's consideration:
  - a. The "loading area" pavement immediately east of the dumpster must be improved with "heavy duty pavement" for a minimum east-west distance of 55'.
  - b. A "No Left Turn" sign is needed on the exit to the drive-through.
  - c. Handicapped Parking stalls must be striped yellow.
  - d. The sidewalk connecting the Plainfield Road sidewalk with the Chick-fil-A entrance shall either be increased in width to ten feet (10') or left at five

feet (5') but modified in a manner that does not require hand rails per the Accessibility Code.

- e. The square footage detail for the monument sign on the cover of the sign submittal and on the detail sheet must be revised to correctly read 49.86 square feet.
- f. The applicant will work with staff to finalize the details of the drawings.
- g. The applicant must revise the sign package to be consistent with the elevation package.

MOTION DECLARED CARRIED

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

DK/jp

EXHIBIT "D"

APPROVED PLANS

**Documents on File in the Willowbrook Municipal Services Office**

1. Application dated 7/25/12 (Original on file at Village Hall, which adds Harlem Irving as applicant)
2. Property owner authorization dated 7/24/12
3. Authorization from Chic-fil-A to add Harlem Irving to Application dated 8/9/12
4. Title Commitment dated 7/16/12
5. IHPA letter dated 8/7/12.
6. IDNR EcoCat results dated 8/9/12.
7. DPC Permit Application dated 8/3/12.
8. Response to Standards for Special Use dated July 27, 2012
9. Draft Alta/ACSM Land Title & Topographic Survey (2 Sheets), prepared by Woolpert, latest revision dated 7/25/12

**Documents Attached Hereto**

10. Second Amended and Restated Preliminary and Final Plat of Subdivision and PUD, consisting of three sheets, prepared by Midwest Technical Consultants, Inc. Land Surveyors, latest revision dated 10/18/12 (Attached as Exhibit B).
11. Site Plan (1 Sheet), prepared by Woolpert, latest revision dated 11/16/12
12. Site Development Plans, prepared by Woolpert, latest revision dated 11/16/12, and consisting of the following sheets: C-0.0, C-1.0, C-1.1, C-2.0, C-3.0, C-3.1, C-3.2, C-4.0, C-5.0, C-5.1, C-5.2, C-5.3, C-5.4, L-1.0, L-2.0
13. Woolpert Engineer's Estimate of \$147,665.25 dated 11/13/12
14. Delivery Exhibits consisting of Sheets Exh-D1, Exh-D2, Exh-D3, Exh-G, Exh-T1, Exh-T2, all latest revision dated 11/16/12
15. Refuse enclosure detail, Sheet 1-3.4, dated 7/12/12.
16. Photometric Plan, prepared by Chipman Design Architecture Inc. and Dickerson Engineering, Inc., latest revision dated 10/19/12
17. Lithonia Lighting Specification Sheets, consisting of 6 sheets
18. Landscape Plan, consisting of Sheet L-1.0, prepared by Woolpert, latest revision dated 11/16/12
19. Greenscreen Vine Planting Detail, consisting of 1 sheet.

20. Elevation, floor plan, RCP, consisting of 6 sheets, prepared by Chipman Design, latest revision dated 10/19/12.
21. Architectural rendering of west and south elevations, prepared by Chipman Design, undated.
22. Comprehensive commercial, directional and traffic sign, flag and awning detail packet, consisting of 20 pages, prepared by Anchor Sign, latest revision dated 10/22/12.
23. "Willowbrook Town Center" Monument Sign details, prepared by Olympic Signs, consisting of 1 sheet, latest revision dated 11/16/12.
24. Willowbrook Town Center Monument Sign Landscape Proposal, consisting of one sheet, prepared by Winters Nurseries Landscape Services, dated 11/15/12.
25. Monument Sign Landscape Plan, including lighting and flagpole, prepared by Winters Nurseries Landscape Services, consisting of 1 sheet, latest revision dated 11/14/12.
26. Construction schedule, consisting of 1 page and latest revision dated 8/10/12.

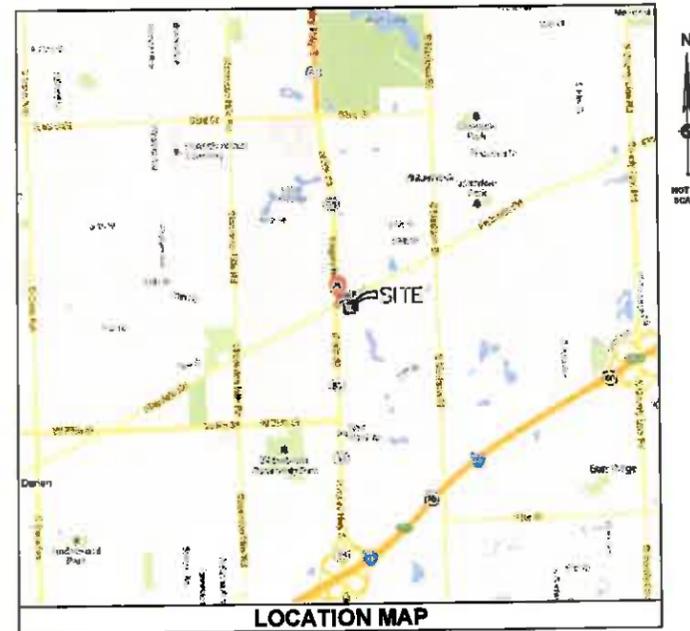




# SITE IMPROVEMENT PLANS

## WILLOWBROOK

### 7101 KINGERY HIGHWAY COUNTY OF DUPAGE STATE OF ILLINOIS



APPLICANT/DEVELOPER: CHICK-FIL-A, INC.  
5200 BUFFINGTON RD.  
ATLANTA GEORGIA 30349-2998  
CONTACT: JASON D. HILL  
PHONE: 404-684-8530

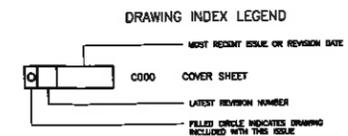
PREPARED BY:



1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60181  
630.424.9080  
FAX: 630.495.3731

#### SHEET INDEX

● - 11/18/12	C-0.0.....	COVER SHEET
● - 11/18/12	C-1.0.....	EXISTING CONDITIONS PLAN
● - 11/18/12	C-1.1.....	DEMOLITION PLAN
● - 11/18/12	C-2.0.....	SITE PLAN
● - 11/18/12	C-3.0.....	GRADING PLAN
● - 11/18/12	C-3.1.....	EROSION CONTROL PLAN
● - 11/18/12	C-3.2.....	EROSION CONTROL DETAILS
● - 11/18/12	C-4.0.....	UTILITY PLAN
● - 11/18/12	C-5.0.....	CFA STANDARD DETAILS
● - 11/18/12	C-5.1.....	CFA STANDARD DETAILS
● - 11/18/12	C-5.2.....	CFA STANDARD DETAILS
● - 11/18/12	C-5.3.....	CFA STANDARD DETAILS
● - 11/18/12	C-5.4.....	DETAILS
● - 11/18/12	L-1.0.....	LANDSCAPE PLAN
● - 11/18/12	L-2.0.....	IRRIGATION PLAN



#### UTILITY CONTACTS

**ELECTRICAL SERVICE:**  
COMMONWEALTH EDISON  
MITO GANTCHEV  
1040 N. JAMES AVENUE  
BOLINGBROOK, IL 60438  
(830) 988-4001

**GAS SERVICE:**  
NORCOR GAS  
DAW McOVILLY  
3000 E. CASS STREET  
JOLIET, IL 60432  
(815) 272-9251

**TELEPHONE SERVICE:**  
AT&T  
KEN HOZZMAN  
(830) 573-5685

**SANITARY SEWER SERVICE:**  
DUPAGE COUNTY PUBLIC WORKS  
NICHOLAS KOTTMEYER  
421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
(830) 407-8800

**STORM SEWER SERVICE:**  
WILLOWBROOK PUBLIC WORKS  
TIM HALIK  
7780 QUINCY STREET  
WILLOWBROOK, IL 60527  
(830) 820-2238

**WATER SERVICE:**  
WILLOWBROOK WATER DIVISION  
PAMELA PHILLIPS  
7780 QUINCY STREET  
WILLOWBROOK, IL 60527  
(830) 820-2238

OPERATES 24 HOURS A DAY  
365 DAYS A YEAR



Layout Tab Name: C000, Images: Aerial 2.jp2, Xrefs: 01-2995-IBLK.dwg  
 Last Saved By: uebelhor, 11/14/2012 1:04:05 PM  
 G:\DE\clients\Chick-fil-A\72615 - Willowbrook\Civil\Cadd\Cd\01-2995-C-0.0-COV.dwg Plotted By: uebelhor, Eric Plotted: November 14, 2012, 1:04:13 PM



5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:  
Mark Date By  
△ 10/19/12  
REVISED PER  
VILLAGE COMMENTS

Mark Date By  
△ 11/01/12  
REVISED PER  
CLIENT

Mark Date By  
△ 11/16/12  
ISSUED FOR  
PERMIT/HEALTH

1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60181  
630.424.9080  
FAX: 630.495.3731



STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300

7101 KINGERY HWY  
WILLOWBROOK, IL

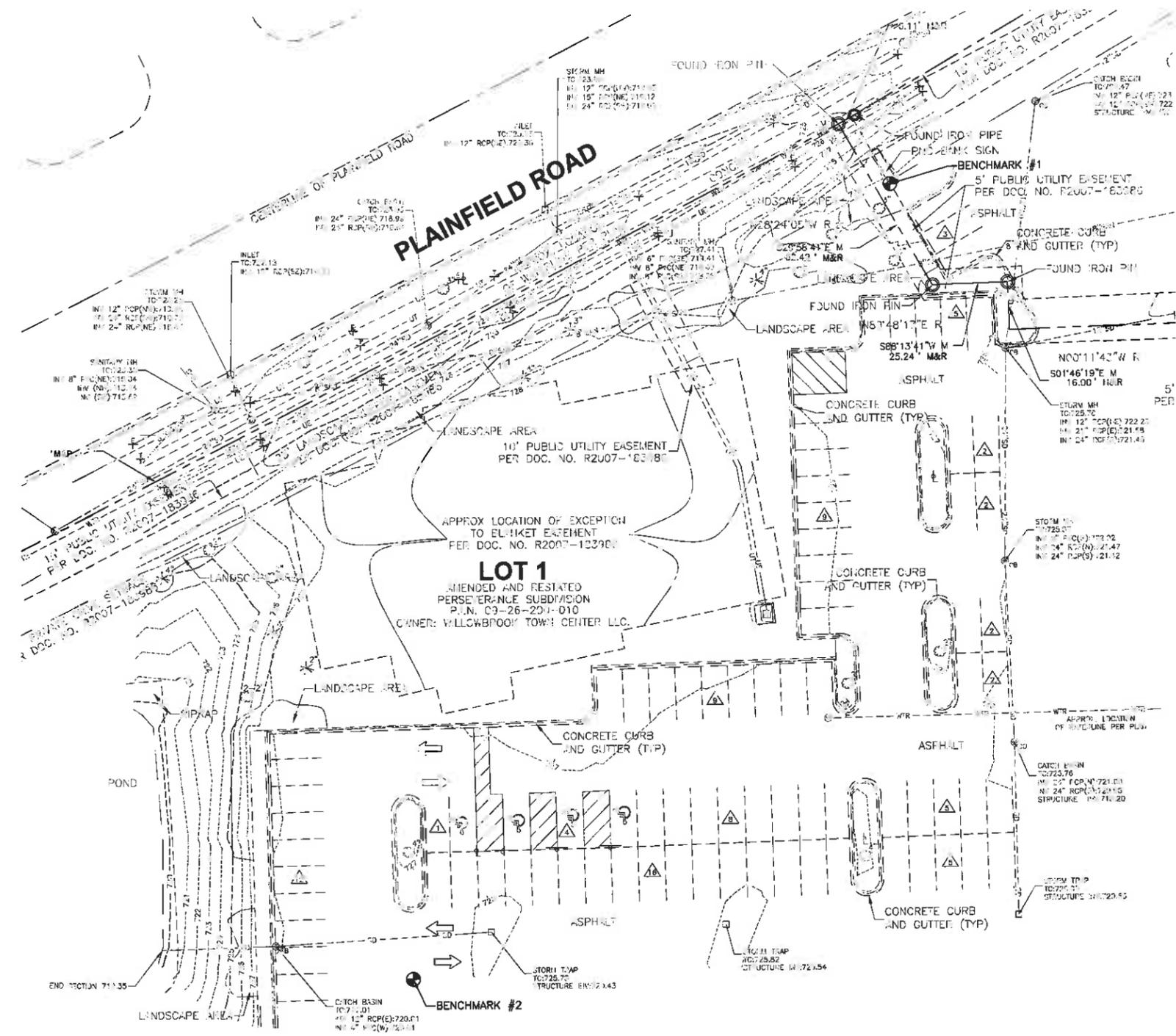
SHEET TITLE  
**COVER SHEET**

DWG EDITION 07.1  
REVISION -

Job No. : 072615  
Store : 2995  
Date : JUL 12  
Drawn By : DLH  
Checked By: EJU

Sheet  
**C-0.0**

Layout Tab Name: C-1.0 - Inv: 01 - 2995 - TEL.dwg: 01 - 2995 - X.dwg  
 Last Saved By: jebahar 11/14/2012 1:03:31 PM  
 C:\DE\clients\Chick-fil-A\072615 - Willowbrook\CA\Civil\Cadd\01-2995-C-1.0-Exc.dwg Plotted By: jebahar, Eric Plotted: November 14, 2012, 1:08:26 PM



**EXISTING CONDITIONS LEGEND**

- EXISTING SUBDIVISION
  - CITY/PARCEL LINE
  - RIGHT OF WAY LINE
  - PROPOSED LOT LINE
  - UTILITY LINE
  - EXISTING EASEMENT LINE
  - PROPOSED EASEMENT LINE
  - EUTON LINES
- 
- SET CONCRETE MOVEMENT
  - FOUND GRADE PLUS
  - FOUND IRON PIPE
  - FOUND RED IRON
  - YELLOW CHECKED GROUND
  - FOUND TIE
  - FOUND RIGHT-OF-WAY MARKER
  - INLET/MANHOLE/CATCH BASIN
  - INLET/MANHOLE/CATCH BASIN
  - FLARED END SECTION
  - TRIP END
  - WATER VALVE
  - WATER MANHOLE
  - WELL
  - GAS METER
  - SPRINKLER CONTROL VALVE
  - F.P.D. TRIP COIL/VALVE
  - ELECTRIC MANHOLE
  - TELEPHONE MANHOLE
  - CLEW/OUT
  - LEFT STATION
  - GULF DRIVING
  - GROUND LIGHT
  - UTILITY POLE
  - LAMP POLE
  - LIGHT POLE
  - CITY WIRE
  - TELEPHONE PEDESTAL
  - TRAFFIC SIGNAL PULL BOX
  - SANITARY MANHOLE
  - DECIDUOUS TREE
  - CONIFEROUS TREE
  - BUSH
  - TRN
  - UTILITY STRUCTURE ID
  - PAVING COUNT
  - BENCHMARK
  - BULLY/ID
  - PAINT INDICATOR PALE
  - SURVEY CONNECTION
  - WATER METER
  - ELECTRIC PAINT MARK
  - GAS PAINT MARK/FLAG
  - CABLE PAINT MARK/FLAG
  - TELEPHONE PAINT MARK/FLAG
  - PAINT PAINT MARK/FLAG
  - MILLION
  - SIGNAL POLE
  - ELECTRIC METER
  - FLAGPOLE
  - CHIMNEY
  - WOOD FENCE
  - IRON FENCE
  - CHAIN LINK FENCE
  - LE - UNDERGROUND ELECTRIC
  - CE - OVERHEAD ELECTRIC
  - UT - UNDERGROUND TELEPHONE
  - G - UNDERGROUND GAS
  - W - WATER LINE
  - S - SANITARY LINE
  - ST - STORM LINE
  - T/P - TOP OF PIPE
  - T/F - TOP OF FOUNDATION
  - F.F. - FINISHED FLOOR
  - P.O.B. - POINT OF BEGINNING
  - P.O.C. - POINT OF COMMENCEMENT



5200 Buffington Rd.  
 Atlanta Georgia,  
 30349-2998

**Revisions:**  
 Mark Date By  
 08/10/12  
 REVISED PER  
 VILLAGE COMMENTS

Mark Date By  
 10/19/12  
 REVISED PER  
 VILLAGE COMMENTS

Mark Date By  
 11/16/12  
 ISSUED FOR  
 PERMIT/HEALTH

1815 South Meyers Road  
 Suite 120  
 Oakbrook Terrace, IL 60181  
 630.424.9080  
 630.424.9080  
 FAX: 630.495.3731



STORE #2995  
 WILLOWBROOK  
 FSU SQUARE 5300  
  
 7101 KINGERY HWY  
 WILLOWBROOK, IL

SHEET TITLE  
**EXISTING CONDITIONS PLAN**

DWG EDITION 07.1  
 REVISION -

Job No. : 072615  
 Store : 2995  
 Date : JUL 12  
 Drawn By : DLH  
 Checked By: EAJ

Sheet

**C-1.0**

- EXISTING CONDITIONS NOTES**
- EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS ACCORDING TO THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF THE EXISTING UTILITIES AND REPAIRING ANY DAMAGE DONE TO THE UTILITIES DURING PROBING OR CONSTRUCTION. TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES, CALL J.U.L.I.E. AT 1-800-892-0123 48 HOURS PRIOR TO EXCAVATION.
  - CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF BENCHMARKS PRIOR TO THE START OF CONSTRUCTION.

**BENCHMARKS:**

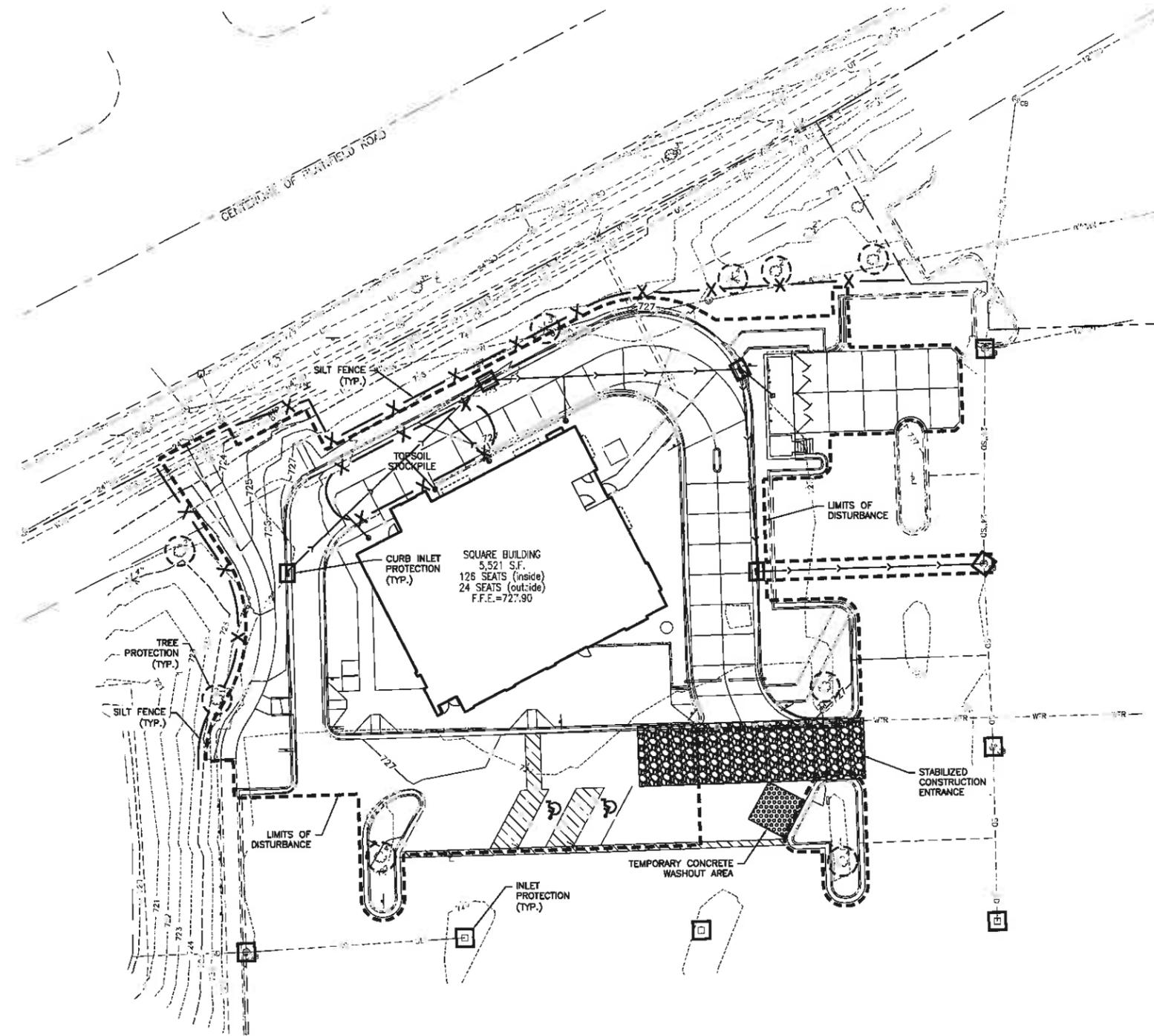
THE BASE OF ELEVATIONS HEREON IS NAVD 29.  
 BENCHMARK #1:  
 CUT "X" SET - SEE DRAWING FOR LOCATION.  
 ELEVATION = 728.58'  
 BENCHMARK #2:  
 CUT "X" SET - SEE DRAWING FOR LOCATION.  
 ELEVATION = 728.70'







Loc: out Tab Names: C-3.1, Imports: Xrefs: 01-2305-P.dwg; 01-2995-X.dwg; 01-2995-TBLK.dwg; 01-2995-C.dwg  
 Loc: C:\ed B:\uebellor, 11/17/2012 4:05:49 PM  
 G:\Users\clients\Chick-fri-A\0726-15 - Willabrook\Civil\Cadd\Cad\01-2995-C-3.1-ERO.dwg Plotted By: uebellor, Fri, 11/16/2012, 1:39:44 PM



**EROSION CONTROL LEGEND**

- X — X — SILT FENCE
- INLET PROTECTION
- TREE PROTECTION
- ▨ STABILIZED CONSTRUCTION ENTRANCE
- ▩ TEMPORARY CONCRETE WASHOUT AREA



**EROSION CONTROL NOTES**

1. A CONSTRUCTION FENCE WILL BE REQUIRED AROUND THE SITE DURING CONSTRUCTION.
2. SOIL TRACKED OFF-SITE BY CONSTRUCTION VEHICLES SHALL BE REMOVED FROM THE PAVEMENTS AT A MINIMUM AT THE END OF EACH WORKING DAY, OR MORE FREQUENTLY IF REQUIRED FOR IMMEDIATE SAFETY CONCERNS, AND SHALL BE RETURNED TO THE SITE OR DISPOSED OF IN AN APPROVED MANNER.
3. INLET PROTECTION SHALL BE REMOVED AFTER THE SITE HAS BEEN PAVED AND ALL ISLANDS/GRASS AREAS HAVE BEEN MULCHED/SEED.
4. CONTRACTOR SHALL CLEAN ANY SEDIMENT THAT COLLECTS IN CHANNEL AND INLETS OR IS DEPOSITED ON-SITE PRIOR TO REMOVAL OF EROSION CONTROL MEASURES.
5. EROSION CONTROL DEVICES AS SHOWN ARE THE MINIMUM PROTECTION REQUIREMENTS. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL THE SITE IS PERMANENTLY STABILIZED. THE CONTRACTOR IS REQUIRED TO INSTALL ADDITIONAL DEVICES FOR PROTECTION AT HIS EXPENSE TO MINIMIZE EROSION PER LOCAL REQUIREMENTS.
6. STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES (I.E. PERIMETER SILT FENCE). STOCKPILES TO REMAIN IN PLACE FOR 21 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
7. ALL EROSION CONTROL STRUCTURES SHALL BE INSPECTED AND MAINTAINED AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS OF A SIGNIFICANT RAINFALL. RECORDS OF THESE INSPECTIONS AND CORRECTIVE ACTIONS TAKEN SHALL BE MAINTAINED ON FILE IN THE CONSTRUCTION OFFICE FOR PERIODIC REVIEW.
8. CONTRACTOR SHALL PREVENT SEDIMENT FROM LEAVING THE SITE. EXISTING CONSTRUCTION ENTRANCES SHALL BE SWEEPED TO AVOID THE TRACKING OF SEDIMENT OFFSITE.
9. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
10. INSTALL ADDITIONAL CONTROL MEASURES IF DEEMED NECESSARY BY ONSITE INSPECTION.
11. CONTRACTOR SHALL ESTABLISH PERMANENT SOIL STABILIZATION.
12. SOIL STOCKPILES GREATER THAN 10 CUBIC YARDS MUST BE LOCATED AT LEAST 25' FROM ROADWAYS, DRAINAGE CHANNELS, WETLANDS, ETC.
13. A NOTICE OF INTENT (NOI) MUST BE SUBMITTED TO THE NPDES PERMITTING AUTHORITY AND POSTMARKED AT LEAST 30 DAYS BEFORE COMMENCEMENT OF ANY WORK ON-SITE. INCLUDED IN THE NOI SHALL BE A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT INCLUDES THE APPROPRIATE BMP'S TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THE CONSTRUCTION SITE. AN INCIDENT OF NON-COMPLIANCE (ION) MUST BE COMPLETED AND SUBMITTED TO THE IEPA IF, AT ANY TIME, AN EROSION OR SEDIMENT CONTROL DEVICE FAILS.
15. A NOTICE OF TERMINATION (NOT) MUST BE COMPLETED AND SUBMITTED TO THE IEPA WHEN ALL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE WITH A 70% ESTABLISHMENT OF VEGETATION.
16. ALL RIP RAP TO BE MIN. 8" DIAMETER (DOT GRADATION 3).
17. SIDE SLOPES 4:1 SHALL BE STABILIZED WITH AN EROSION CONTROL BLANKET BY THE SITE CONTRACTOR. EROSION CONTROL BLANKET SHALL BE TYPE SC150, STRAW/FIBER EROSION CONTROL BLANKET AS MANUFACTURED BY NORTH AMERICAN GREEN COMPANY, OR AN ENGINEER APPROVED EQUAL.



5200 Buffington Rd.  
 Atlanta Georgia,  
 30349-2998

Revisions:

Mark	Date	By
△	10/19/12	REVISED PER VLLAGE COMMENTS
△	11/01/12	REVISED PER CLIENT

Mark	Date	By
△	11/16/12	ISSUED FOR PERMIT/HEALTH

1815 South Meyers Road  
 Suite 120  
 Oakbrook Terrace, IL 60181  
 630.424.9090  
 630.496.3731



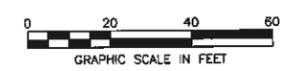
STORE #2995  
 WILLOWBROOK  
 FSU SQUARE 5300  
 7101 KINGERY HWY  
 WILLOWBROOK, IL

SHEET TITLE  
**EROSION CONTROL PLAN**

DWG EDITION 07.1  
 REVISION —

Job No. : 072615  
 Store : 2995  
 Date : JUL 12  
 Drawn By : DLH  
 Checked By: EDJ

Sheet  
**C-3.1**











Chick-fil-A

5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:

Mark Date By  
08/10/12  
REVISED PER  
VILLAGE COMMENTS

Mark Date By  
10/19/12  
REVISED PER  
VILLAGE COMMENTS

Mark Date By  
11/16/12  
ISSUED FOR  
PERMIT/HEALTH

1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60181  
630.424.9080  
FAX: 630.485.3731



STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300

7101 KINGERY HWY  
WILLOWBROOK, IL

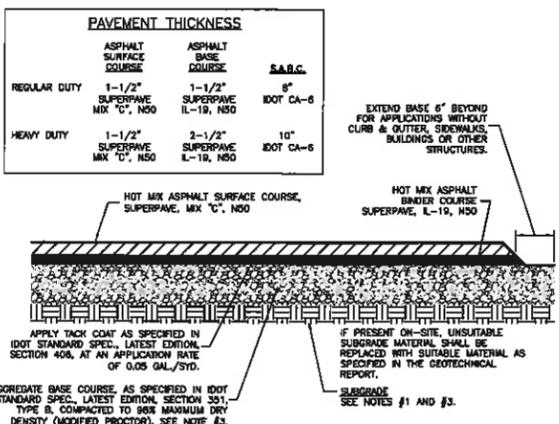
SHEET TITLE  
CFA  
STANDARD  
DETAILS

DWG EDITION 07.1  
REVISION

Job No. : 072615  
Store : 2995  
Date : JUL 12  
Drawn By : DLH  
Checked By: EJU

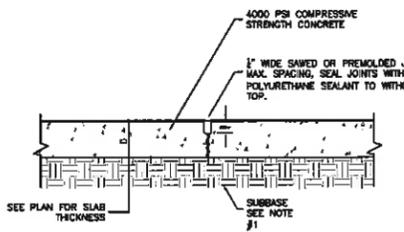
Sheet

C-5.2



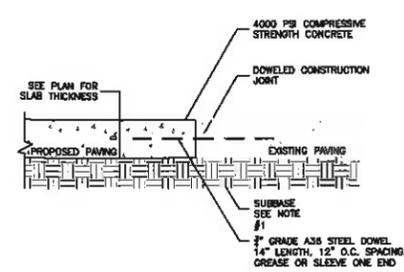
22 C-5.2 TYPICAL PAVEMENT SECTION NOT TO SCALE

- NOTE:
- GENERAL CONTRACTOR SHALL REFERENCE SITE SPECIFIC GEOTECHNICAL REPORT FOR PAVEMENT, AGGREGATE, AND SUBGRADE SECTION REQUIREMENTS. ABOVE THICKNESSES ARE MINIMUM SECTIONS.
  - IF MORE THAN THREE DAYS PASS, OR IF THE ASPHALT BASE COURSE (BINDER) BECOMES DIRTY, BEFORE THE SURFACE COURSE IS PLACED, THE ASPHALT BASE (BINDER) SHALL BE MECHANICALLY CLEANED AND A TACK COAT APPLIED AT A RATE OF 0.05 GALS/SQ.YD.
  - BOTH THE SUBGRADE AND AGGREGATE BASE COURSE SHALL BE SUBJECT TO PROOF ROLLS WITNESSED BY THE VILLAGE ENGINEER. UNSUITABLE MATERIALS SHALL BE REMOVED AND REPLACED AT THE DISCRETION OF THE VILLAGE ENGINEER.



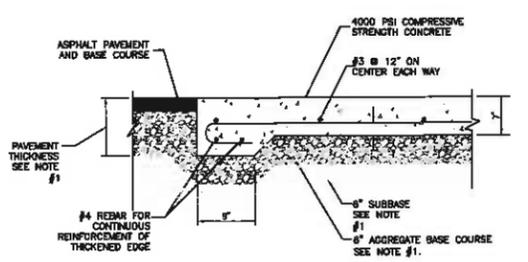
23 C-5.2 TRANSVERSE AND LONGITUDINAL CONTRACTION JOINT NOT TO SCALE

- NOTE:
- GENERAL CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT FOR PAVEMENT SECTION REQUIREMENTS.



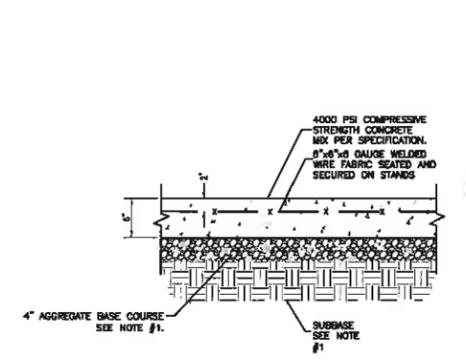
24 C-5.2 TRANSVERSE AND LONGITUDINAL DOWELED CONSTRUCTION JOINT NOT TO SCALE

- NOTE:
- GENERAL CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT FOR PAVEMENT SECTION REQUIREMENTS.



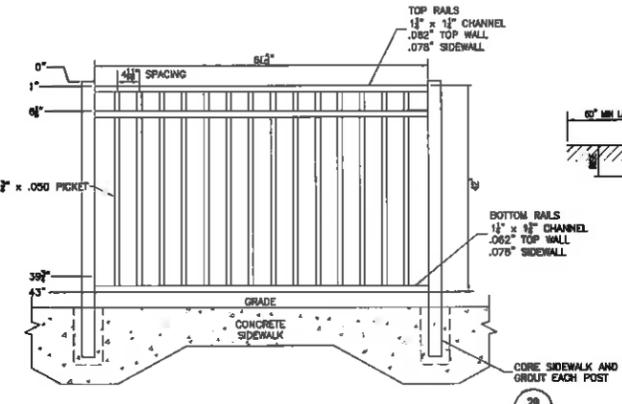
25 C-5.2 CONCRETE APRON @ TRASH ENCLOSURE NOT TO SCALE

- NOTE:
- GENERAL CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT FOR PAVEMENT SECTION REQUIREMENTS.



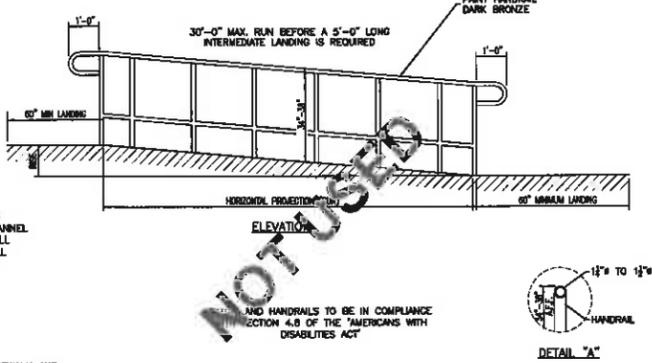
26 C-5.2 CONCRETE PAVING DRIVE-THRU LANE NOT TO SCALE

- NOTE:
- GENERAL CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT FOR PAVEMENT SECTION REQUIREMENTS.



27 C-4.2 ALUMINUM HANDRAIL NOT TO SCALE

- NOTE:
- USE ONLY COMMERCIAL GRADE ALUMINUM FENCING WITH DARK BRONZE POWDER COAT FINISH



28 C-5.2 TYPICAL ADA RAMP AND HANDRAIL NOT TO SCALE

- NOTE:
- USE ONLY COMMERCIAL GRADE ALUMINUM FENCING WITH DARK BRONZE POWDER COAT FINISH

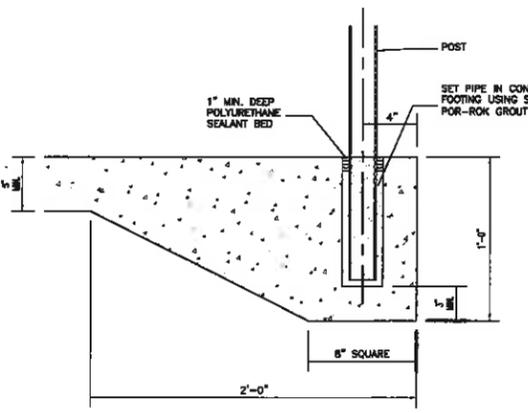
MAX. RISE/RUN FOR ACCESSIBLE RAMPS		
SLOPE	MAXIMUM RISE	MAXIMUM HORIZONTAL PROJECTION
1:12 TO < 1:18	30 INCHES	30 FEET
1:16 TO < 1:20	30 INCHES	40 FEET

**RAMPS** SECTION 4.8.1 - 4.8.3  
 "ANY PART OF AN ACCESSIBLE ROUTE WITH A SLOPE GREATER THAN 1:20 SHALL BE CONSIDERED A RAMP AND SHALL COMPLY WITH 4.8."  
 "THE LEAST SLOPE SHALL BE USED FOR ANY RAMP."  
 "THE MINIMUM CLEAR WIDTH OF A RAMP SHALL BE 36".  
 "SEE MAXIMUM RISE/RUN CHART FOR ACCEPTABLE SLOPES."

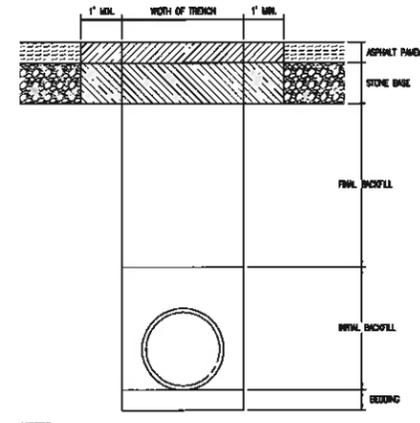
**LANDINGS** SECTION 4.8.4  
 "LEVEL LANDINGS WILL BE PROVIDED AT TOP AND BOTTOM OF EACH RAMP. LANDING LENGTH SHALL BE MIN. 60" AND BE AS WIDE AS RAMP MIN. 36".  
 "IF RAMP CHANGES DIRECTION LANDING WILL BE MIN. 60"x60".  
 "IF A DOORWAY IS LOCATED AT A LANDING, THEN THE AREA IN FRONT OR THE DOORWAY SHALL COMPLY WITH 4.13.6"

**HANDRAILS** SECTION 4.8.5 AND 4.26  
 "IF A RAMP HAS A SLOPE GREATER THAN 5% AND A RISE GREATER THAN 6" OR A HORIZONTAL PROJECTION GREATER THAN 72", THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES."  
 "HANDRAIL WILL BE CONSTRUCTED OF WELDED STEEL PIPE - GROUND SMOOTH AND PAINT TO MATCH DARK BRONZE."

**CROSS SLOPE** SECTION 4.8.6, 4.3.7  
 "THE CROSS SLOPE OF RAMP SURFACES SHALL BE NO GREATER THAN 1:50."  
 "NOWHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50."

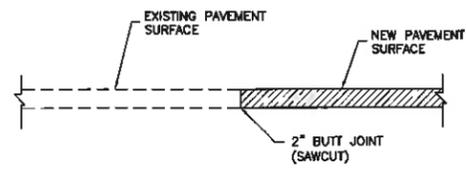


29 C-5.2 THICKENED SLAB EDGE AT RAILING CORE-DRILLS NOT TO SCALE



- NOTES:
- AFTER COMPLETION OF FINAL BACKFILL AND STONE BASE, SAW CUT EXISTING PAVEMENT MIN. 1" BEYOND THE PERIMETER OF TRENCH.
  - IF SAW CUT IS WITHIN 2" OF EXISTING PAVEMENT EDGE OR PATCH REMOVE EXISTING PAVEMENT TO THE EDGE.
  - REMOVE OLD BASE AND REPLACE WITH BITUMINOUS CONCRETE BINDER.
  - RESTORE ASPHALT TOP COURSE TO MATCH EXISTING.

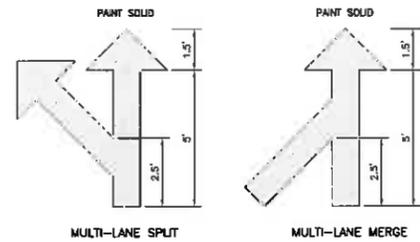
30 C-5.2 UTILITY TRENCH PAVEMENT RESTORATION DETAIL NOT TO SCALE



31 C-5.2 BUTT JOINT DETAIL NOT TO SCALE

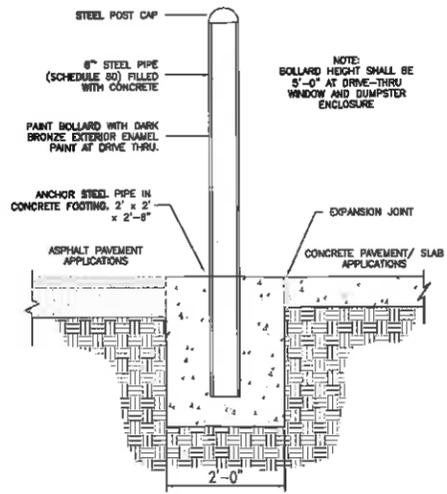
Plot Name: C-5.2, Inc: 01-29-15-TBLK.dwg, Date: 11/17/2012 10:41:58 AM, Path: G:\Clients\Chick-fil-A\072615 - Willowbrook\Civil\Cadd\01-29-15-C-5.2.dwg, Plotted By: Uebelhor, Eric, Plotted: November 14, 2012, 1:43:47 PM

Layout Name: C-5.3, Images: Xrefs: 01-29-05-TBLK.dwg  
 Last Saved By: uebeihar, 11/14/2012 10:41:59 AM  
 G:\R\Clients\Chick-fil-A\072615 - Willowbrook\Civil\Cadd\Cad\01-2995-C-5.0-C-5.3.dwg Plotted By: uebeihar, Eric Platte: No Number 14, 2012, 1:44:06 PM

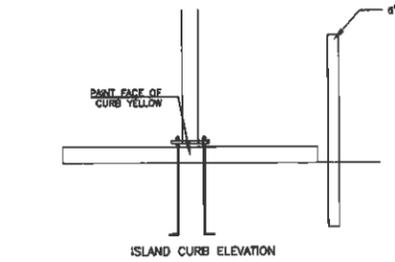
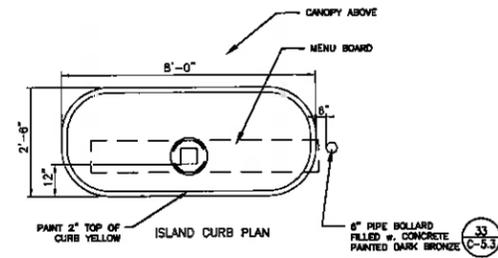


**32**  
**C-5.3** DRIVE-THRU DIRECTIONAL GRAPHICS  
 NOT TO SCALE

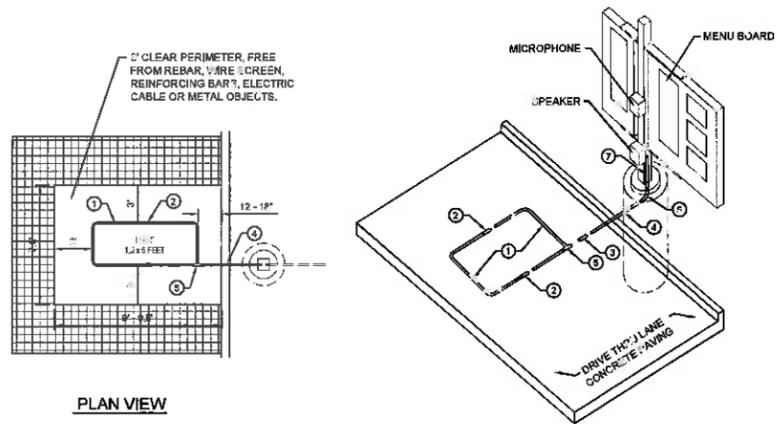
- NOTES:  
 1. GENERAL CONTRACTOR SHALL REFER TO CHECKLIST FOR PARKING LOT STRIPING SPECIFICATIONS. SEE DETAIL C-5.10.  
 2. CONTRACTOR SHALL USE WHITE REFLECTIVE PAINT ON ASPHALT & YELLOW REFLECTIVE PAINT ON CONCRETE.



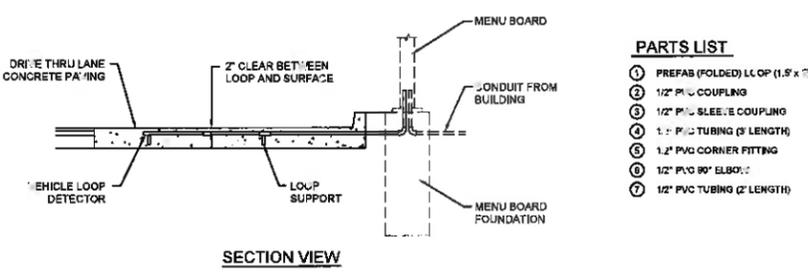
**33**  
**C-5.3** DRIVE THRU ORDER POINT BOLLARD  
 NOT TO SCALE



**34**  
**C-5.3** DRIVE THRU ORDER POINT ISLAND CURB  
 NOT TO SCALE



**35**  
**C-5.3** MENU BOARD LOOP DETECTION SYSTEM  
 NOT TO SCALE



- PARTS LIST**
- 1 PREFAB (FOLDED) LOOP (1.5' x 7')
  - 2 1/2" PVC COUPLING
  - 3 1/2" PVC SLEEVE COUPLING
  - 4 1/2" PVC TUBING (3' LENGTH)
  - 5 1/2" PVC CORNER FITTING
  - 6 1/2" PVC 90° ELBOW
  - 7 1/2" PVC TUBING (2' LENGTH)

- NOTES:  
 1. LOOP DETECTOR IS MODEL NO. VDL100 VEHICLE DETECTION LOOP MANUFACTURED BY MH ELECTRONICS, INC.  
 2. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION.



5200 Buffington Rd.  
 Atlanta Georgia,  
 30349-2998

---

Revisions:

Mark	Date	By
△	08/10/12	REVISOR PER
VILLAGE COMMENTS		
Mark	Date	By
△	10/19/12	REVISOR PER
VILLAGE COMMENTS		
Mark	Date	By
△	11/16/12	ISSUED FOR
PERMIT/HEALTH		

---



1815 South Meyers Road  
 Suite 120  
 Oakbrook Terrace, IL 60181  
 630.424.9080  
 630.424.9080  
 FAX: 630.485.3731

---

STORE #2995  
 WILLOWBROOK  
 FSU SQUARE 5300

7101 KINGERY HWY  
 WILLOWBROOK, IL

---

SHEET TITLE  
**CFA  
 STANDARD  
 DETAILS**

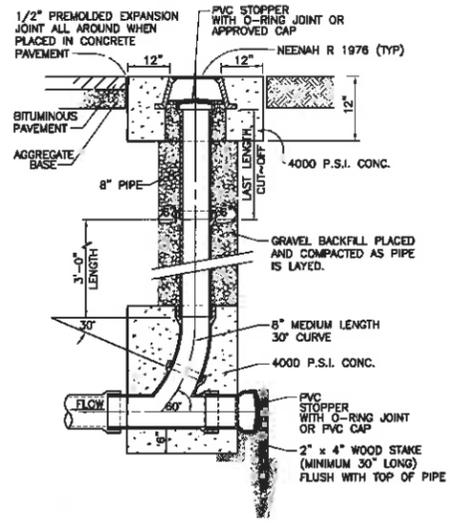
DWG EDITION 07.1  
 REVISION -

---

Job No. : 072615  
 Store : 2995  
 Date : JUL 12  
 Drawn By : DLH  
 Checked By: EJU

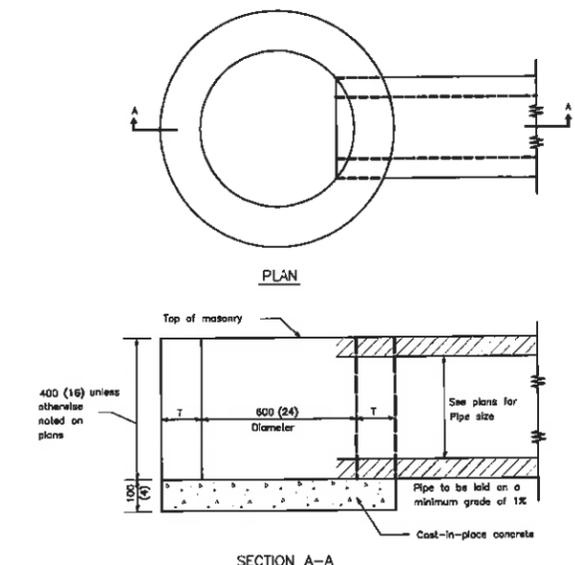
---

Sheet  
**C-5.3**



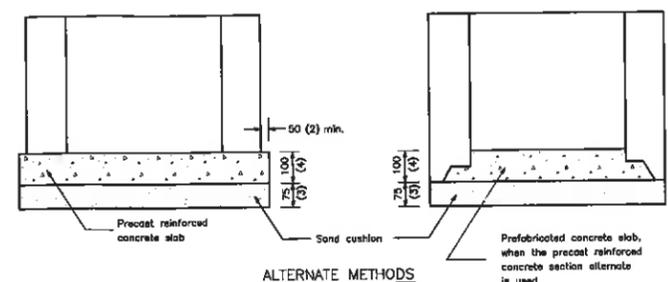
STORM CLEANOUT DETAIL  
NTS

1  
C-5.4



INLET TYPE A  
NTS

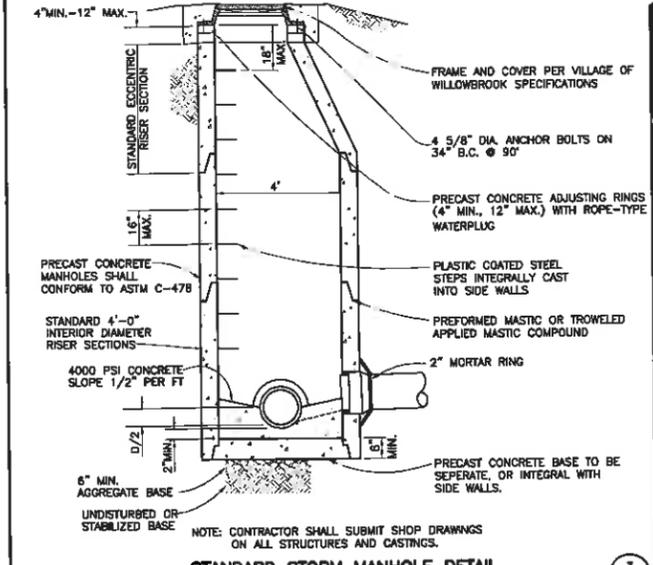
ALTERNATE MATERIALS FOR WALLS	T
BRICK MASONRY	200 (8)
CAST-IN-PLACE CONCRETE	150 (6)
CONCRETE MASONRY UNIT	125 (5)
PRECAST REINFORCED CONCRETE SECTION	75 (3)



ALTERNATE METHODS

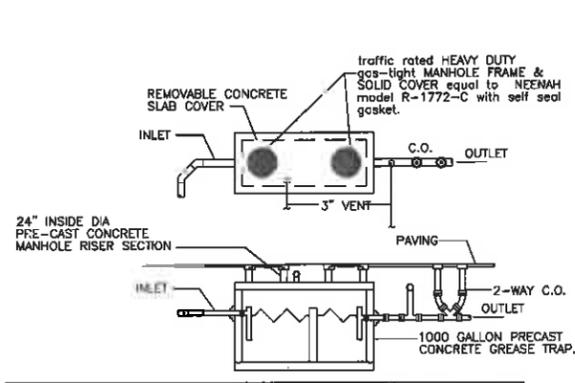
All dimensions are in millimeters (inches) unless otherwise shown.

2  
C-5.4

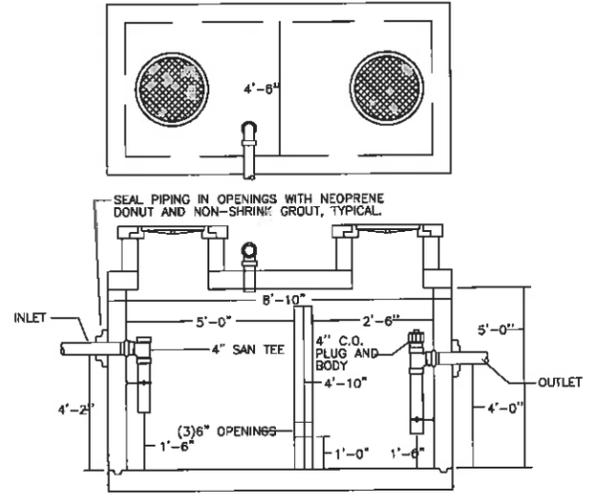


STANDARD STORM MANHOLE DETAIL  
NTS

3  
C-5.4

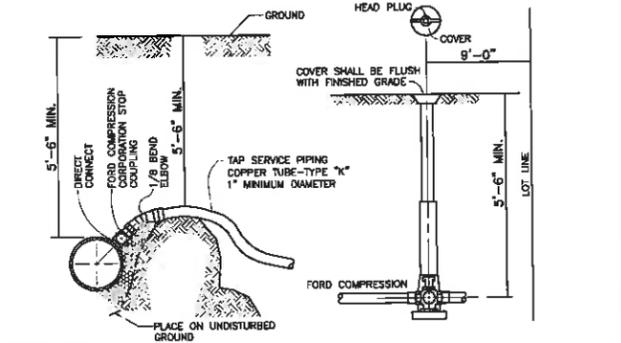


GREASE INTERCEPTOR DETAIL  
NTS



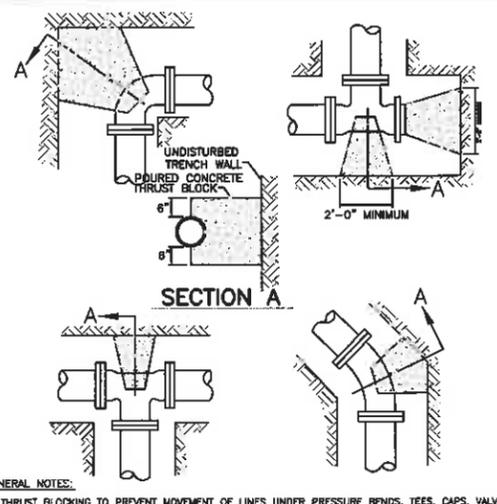
SANITARY SEWER CLEANOUT DETAIL  
NTS

5  
C-5.4



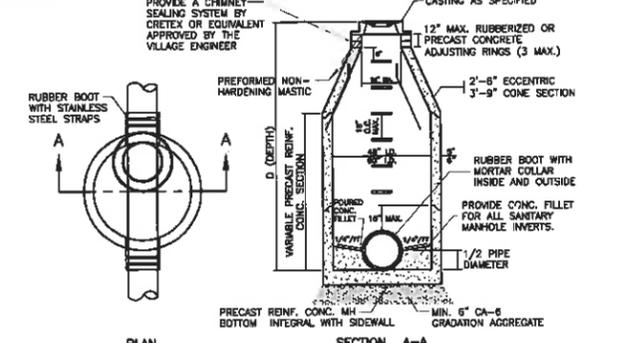
WATER SERVICE CONNECTION DETAIL  
NTS

6  
C-5.4



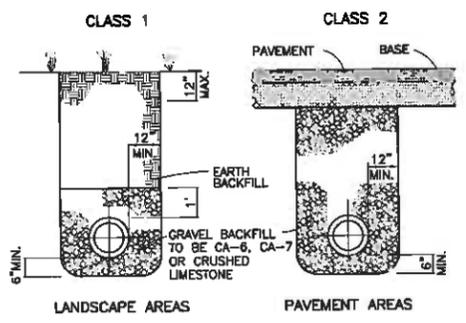
THRUST BLOCKING DETAIL  
NTS

7  
C-5.4



SANITARY MANHOLE DETAIL  
NTS

8  
C-5.4



UTILITY TRENCH DETAIL  
NTS

9  
C-5.4

- NOTES:
1. SET ON 0'-4" OF STRUCTURAL BACKFILL.
  2. INTERIOR DIMENSIONS CHANGES ALLOWED TO ACCOMPLISH SIMILAR VOLUME.
  3. TRAP CAPACITY SUBJECT TO APPROVAL BY STATE OR LOCAL AUTHORITY. CONSTRUCTION MUST BE MONOLITHIC, INCLUDING THE BAFFLE. TRAP MUST MEET H-20 TRAFFIC LOADING REQUIREMENTS WHEN LOCATED IN A TRAFFIC AREA. SEE CIVIL PLANS FOR TRAP LOCATION.
  4. PIPE TO STRUCTURE CONNECTIONS SHALL CONFORM TO ASTM C-923.
  5. DISHWASHER DISCHARGE SHALL BYPASS THE GREASE TRAP.

- GENERAL NOTES:
1. CORPORATION IS TO BE FLARING TYPE (FORD F-900 OR MUELLER MODEL H1500 COMPRESSION OR FLAR COCK).
  2. WHEN USING 1 1/4" CURB STOP, THE B-BOX IS MINNEAPOLIS PATTERN WITH NO INTERIOR ROD ATTACHED. MUELLER CURB STOP IS H15105 OR 15104 TO ACCEPT THREADED STYLE B-BOX OR APPROVED EQUAL. MUELLER H15403 SERIES COMPRESSION OR FLAR COUPLINGS OR APPROVED EQUALS THE OTHER ALLOWABLE BRASS FITTINGS.
  3. WHEN USING 1-1/2" TO 2" CURB STOP, THE B-BOX IS MINNEAPOLIS PATTERN WITHOUT AN INTERIOR UPPER SECTION ROD.
  4. 1" CURB STOP IS WITH COMPRESSION COUPLINGS (FORD B44-444).
  5. B-BOX SHALL BE ABS/CAST IRON CURB BOX VALCO #323M13636 OR APPROVED EQUAL.
  6. SERVICE TAPS GREATER THAN 1" IN DIAMETER SHALL HAVE A STAINLESS STEEL BANDED DUCTILE IRON SADDLE (FORD 1015, 2025, OR MUELLER).
  7. CORPORATION STOPS SHALL BE INSTALLED A MINIMUM OF 18" FROM PIPE ENDS. MULTIPLE INSTALLATIONS SHALL BE STAGGERED AROUND THE MAIN BY 90° AND SEPARATED BY 18".



Willowbrook  
ENGINEERING & CONSTRUCTION

5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:  
Mark Date By  
△ 08/10/12  
REVISOR PER  
VILLAGE COMMENTS

Mark Date By  
△ 10/19/12  
REVISOR PER  
VILLAGE COMMENTS

Mark Date By  
△ 11/16/12  
ISSUED FOR  
PERMIT/HEALTH

1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60181  
630.424.0080  
630.465.3731



STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300

7101 KINGERY HWY  
WILLOWBROOK, IL

SHEET TITLE  
SITE  
DETAILS

DWG EDITION 07.1  
REVISION

Job No. : 072615  
Store : 2995  
Date : JUL 12  
Drawn By : DLH  
Checked By: EJJ

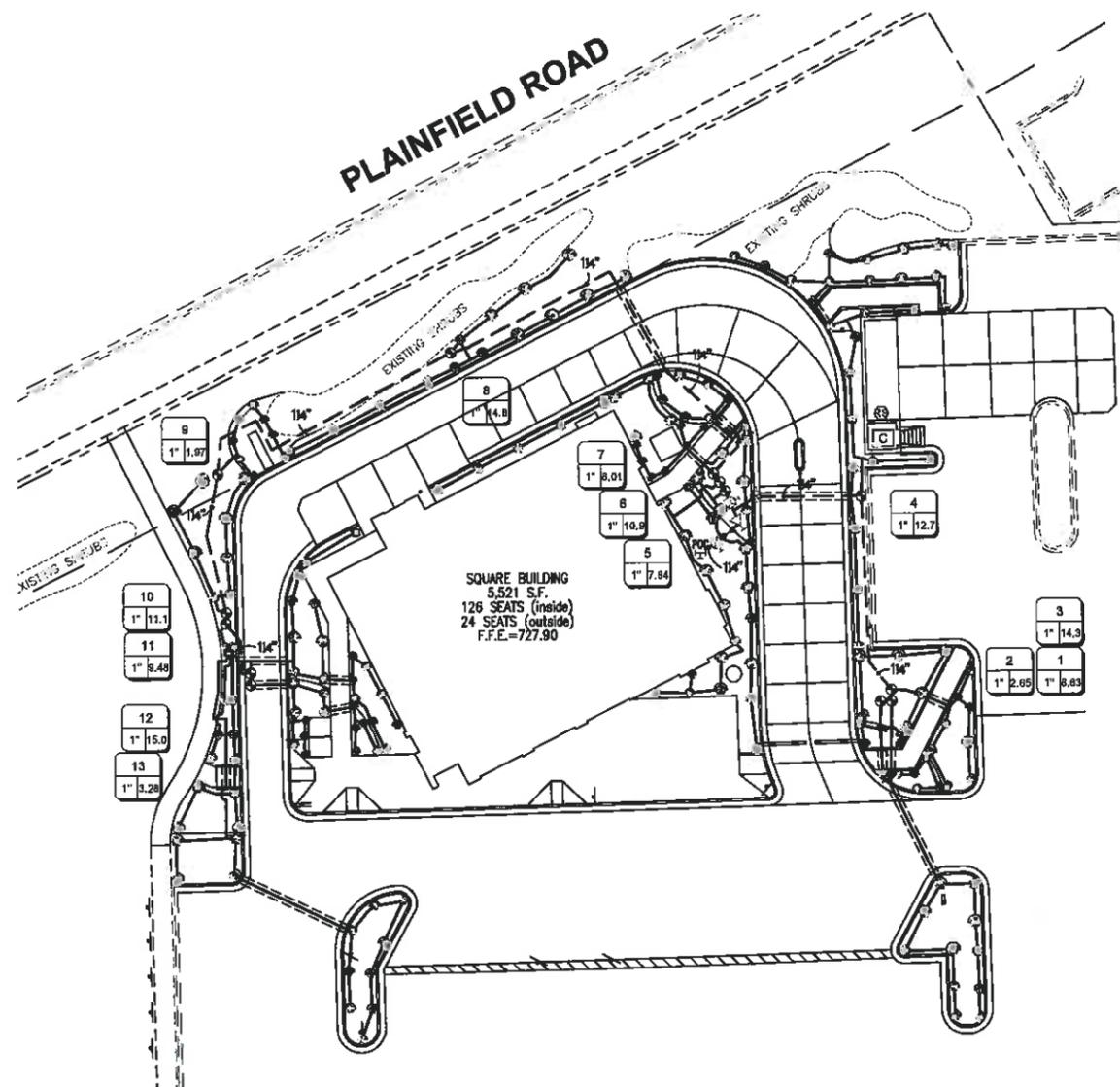
Sheet

C-5.4

Job: Tab Name: C-5.4, Images: X:\rfs\01-2995-TBLK.dwg  
 User: Eric Plotted: November 14, 2012, 1:45:23 PM  
 Plot: Saved: E:\uebehar, 11/15/2012 4:12:23 PM  
 G:\Client\Check-in-A\072615 - Willowbrook\Civil\Cadd\01-29-15-C-5.4-DCT.dwg Plotted By: Uebehar, Eric Plotted: November 14, 2012, 1:45:23 PM



Layout Tab Name: L-2.0; Impresario: LandTech; Logo08.jpg; Xrefs: 01-2995-H.dwg; 01-2995-X.dwg; 01-2995-TBLK.dwg  
 LEA System: Blue; By: Eric Platt; Date: 11/15/2012 4:19:05 PM  
 C:\DE\clients\Chick-fil-A\072615 - Willowbrook\Civil\Cadd\Cad\05-2995-L-2.0-IRR.dwg Plotted: By: Eric Platt; Date: November 14, 2012, 1:49:54 PM



### IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL
	Rain Bird 1804 15 Strip Series
	Rain Bird 1804 5 Series MPR
	Rain Bird 1804 8 Series MPR
	Rain Bird 1804 10 Series MPR
	Rain Bird 1804 12 Series MPR
	Rain Bird 1804 15 Series MPR
	Rain Bird 1812 15 Strip Series
	Rain Bird 1812 5 Series MPR
	Rain Bird 1812 8 Series MPR
	Rain Bird 1812 10 Series MPR
	Rain Bird 1812 12 Series MPR
	Rain Bird 1812 15 Series MPR
	Rain Bird 1812 ADJ
	Rain Bird PGA Remote Control Valve
	Rain Bird 5-RC Quick Coupler Valve
	Matco-Norco 759T06 Brass Ball Valve
	Febco 825Y-1 RPZ Backflow Preventer
	Rain Bird ESP12LXME Controller w/ additional 4-station module
	Rain Bird WR2-RC Wireless Rain Sensor
	Point of Connection 1"
	Irrigation Lateral Line: PVC Class 160 SDR 26 - 1"
	Irrigation Mainline: PVC Class 200 SDR 21 - 1.25"
	Pipe Sleeve: PVC Schedule 40 - 2"
	Valve Control
	Valve Number
	Valve Size
	Valve Type

### IRRIGATION NOTES

- This drawing is for diagrammatic purposes only. Actual layout of sprinkler heads, valves, controller and other equipment shall be determined on site. Minor field adjustments shall be made at no additional cost to the owner.
- Contractor is responsible for verifying location of all site utilities and making the necessary adjustments to the irrigation system to accommodate the infrastructure.
- Mainline shall be Class 200 PVC pipe, sized as shown on plan. Lateral lines shall be Class 160 PVC, sized as shown on plan. Minimum lateral size shall be 1". (All solvent-weld pipe)
- Lateral lines shall be sized as follows: 0-18 gpm use 1"; 17-28 gpm use 1.25"; 29-35 gpm use 1.5"; 36-55 gpm use 2". All pipe on the upstream side of the control valve shall be Class 200 PVC. Pipe downstream of the valve shall be Cl. 160.
- All fittings are to be solvent weld Schedule 40 PVC.
- Remote control valves shall be as noted in legend.
- All valves shall be installed in valve boxes with the lid mounted at ground level. Valve boxes shall be Carson 12"x18" rectangular or 10" round types. All valve boxes shall contain 1/2" pea gravel from the bottom of the box up to the bottom of the pipe.
- Quick coupling valves (1") shall be mounted on 1" triple elbow swing joints. One quick coupling key shall be provided with the system.
- All pop-up irrigation heads shall be installed on FunnyPipe, or flexible copper risers, with a clearance of 4" (minimum) from the edge of any nearby paved area.
- Contractor is responsible for installing a wireless rain sensor in vicinity of controller. Coordinate mounting of sensor with owner.
- All piping shall be installed: mainline at 18" below grade, laterals at 12"-16" below grade.
- This irrigation system was designed assuming that at least 15 gpm will be available at a minimum of 56 PSI static at the point of connection. Pressure loss in the system is estimated at 26 p.s.i. Contractor shall provide and install a booster pump to increase system pressure, if necessary.
- All lateral pipe shall be pulled with a vibratory plow. The "silt-dome" shall be compacted to its original grade.
- Contractor is responsible for setting of all trenches and sprinkler heads for a period of one year.
- The irrigation controller shall be as noted in the legend. The controller shall be mounted as directed by the owner. The owner shall provide 120V-AC power to the controller's location. Electrical connections and installations shall be performed in accordance with local code requirements.
- All wire shall be #18 direct burial U.F. multi-conductor.
- A 1" Quick coupling valve shall be located at the irrigation water supply point (downstream of the backflow preventer) to provide a point of injection for compressed air (40 psi maximum) to purge the system of retained water in preparation for winter shut-down of the system.
- All sleeves 4" and smaller shall be Schedule 40 PVC. Sleeves 6" and larger shall be Class 200 PVC. All sleeves shall be twice the nominal size of the pipe to be carried. Sleeves to carry wire only shall be 2". Depth of the top of the sleeve shall be 18" below subgrade. Irrigation contractor shall place all sleeves as shown, unless directed otherwise.
- Contractor shall warranty the system for one full year from the date of acceptance.
- Contractor shall provide "As-Built" drawings of the completed installation to the owner on reproducible vellum. As-built drawings shall be the same scale as the original drawings.
- Contractor shall conduct a training session with the owner (or representatives) demonstrating the operation of the system and the controller. As part of this training, contractor shall provide one spring start-up and one fall shut-down of the system.
- Contractor shall verify location of property lines, right-of-ways, and easements on the site. They shall confirm these locations with the owner, then obtain the necessary permits/approvals before installation commences.

Install all irrigation equipment within Chick-fil-a property.  
 Install all irrigation within planting or lawn areas where possible.  
 Irrigation shown outside property line or "under or in" the pavement is shown as such for clarity only.



Revisions:	Mark	Date	By
	△	11/16/12	
ISSUED FOR PERMIT/HEALTH			
	△		
	△		

1815 South Meyers Road  
 Suite 120  
 Oakbrook Terrace, IL 60181  
 630.424.9080  
 FAX: 630.495.3731

**WOOLPERT**  
 IRRIGATION CONSULTANTS

STORE #2995  
 WILLOWBROOK  
 FSU SQUARE 5300

7101 KINGERY HWY  
 WILLOWBROOK, IL

SHEET TITLE  
**IRRIGATION PLAN**

DWG EDITION 07.1  
 REVISION

Job No. : 072615  
 Store : 2995  
 Date : JUL 12  
 Drawn By : DLH  
 Checked By: EJJ

Sheet  
**L-2.0**



(317) 870-2819 / www.landtechdesign.com

**ENGINEER'S OPINION OF  
PROBABLE SITE WORK CONSTRUCTION COSTS  
WILLOWBROOK CHICK-FIL-A**



Proposed Site:	Willowbrook Chick-fil-A	Run Date :	11/13/12
Location:	Willowbrook, IL	Job Number:	72615
Reference Dwg:	72615-P	Estimate By:	JAC

ITEM NO	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>SITE PREP/EARTHWORK/EROSION CONTROL</b>					
1	Silt Fence	485	LF	\$2.00	\$970.00
2	Inlet Protection	11	EA	\$200.00	\$2,200.00
3	On-Site Cut	200	CY	\$2.00	\$400.00
4	On-Site Fill	160	CY	\$2.00	\$320.00
5	Tree Protection Fence	350	LF	\$2.00	\$700.00
	Subtotal				<u>\$4,590.00</u>

<b>WATER SUPPLY</b>					
1	3/4" Type K Copper Pipe	76	LF	\$6.00	\$456.00
2	2" Type K Copper Pipe	11	LF	\$16.00	\$176.00
3	6" Ductile Iron Pipe	108	LF	\$30.00	\$3,240.00
4	2" Corp. Stop and Coupling	1	EA	\$500.00	\$500.00
5	Connect to Ex. 6" Valve	1	EA	\$500.00	\$500.00
	Subtotal				<u>\$4,872.00</u>

<b>STORM SEWER</b>					
1	Manholes/Catch Basins	3	EA	\$1,800.00	\$5,400.00
2	24" Inlets	1	EA	\$1,200.00	\$1,200.00
3	Cleanouts/Area Drain	5	EA	\$250.00	\$1,250.00
4	6" PVC Pipe	74	LF	\$13.00	\$962.00
6	12" RCP Pipe	319	LF	\$23.00	\$7,337.00
7	Connect Pipe to Existing Structure	1	EA	\$500.00	\$500.00
	Subtotal				<u>\$16,649.00</u>

<b>SANITARY SEWER</b>					
1	Manholes	1	EA	\$2,000.00	\$2,000.00
2	Cleanouts	3	EA	\$250.00	\$750.00
3	Grease Interceptors	1	EA	\$2,500.00	\$2,500.00
4	6" PVC Pipe	179	LF	\$22.00	\$3,938.00
5	Connect Pipe to Existing Stub	1	EA	\$200.00	\$200.00
	Subtotal				<u>\$9,388.00</u>

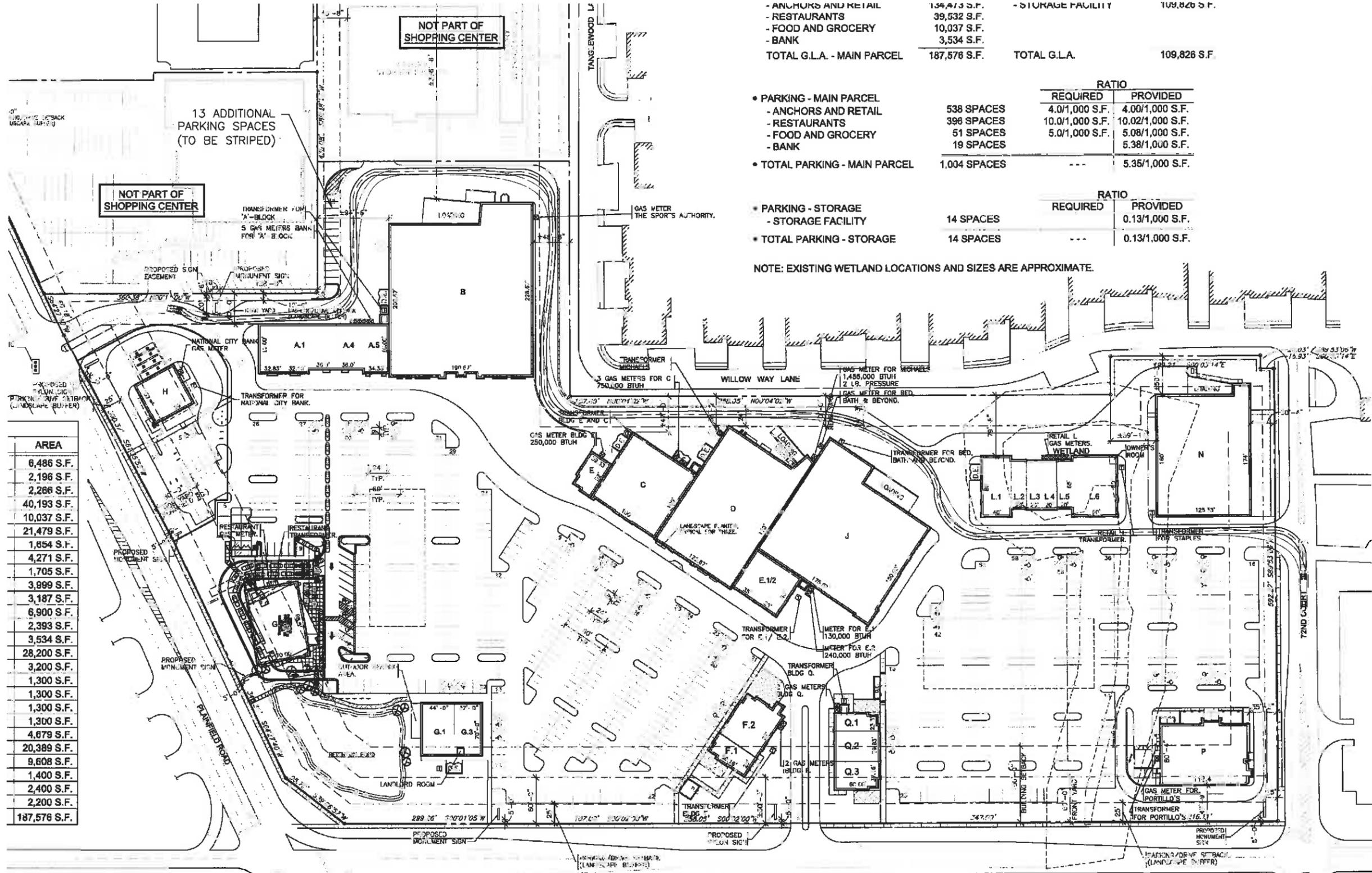
<b>PAVING CURBS AND GUTTERS</b>					
1	Light Duty Asphalt Pavement	446	SY	\$22.00	\$9,812.00
2	Heavy Duty Asphalt Pavement	272	SY	\$28.00	\$7,616.00
3	Heavy Duty Concrete Pavement	556	SY	\$35.00	\$19,460.00
4	Concrete Sidewalk	3,220	SF	\$5.00	\$16,100.00
5	Curb and Gutter - B6.18	1,573	LF	\$12.00	\$18,876.00
6	Handicap Ramps (detectable warning)	10	EA	\$500.00	\$5,000.00
7	Traffic Sign/Bollard	17	EA	\$175.00	\$2,975.00
8	4" Painted Lines	1,251	LF	\$0.35	\$437.85
9	24" Stop Lines	27	LF	\$1.00	\$27.00
10	Arrows/Drive-Thru Graphic	7	EA	\$30.00	\$210.00
11	Handicap Stalls	2	EA	\$50.00	\$100.00
12	Handicap/Crosswalk Crosshatch Area 4' C.C.	1,564	SF	\$0.35	\$547.40
	Subtotal				<u>\$81,161.25</u>

<b>LANDSCAPING</b>					
1	Shade Trees	10	EA	\$350.00	\$3,500.00
2	Ornamental Trees	5	EA	\$300.00	\$1,500.00
3	Shrubs	230	EA	\$50.00	\$11,500.00
4	Perennials/Groundcover	452	EA	\$15.00	\$6,780.00
5	Sod	95	SY	\$5.00	\$475.00
6	Mulch	500	SY	\$2.50	\$1,250.00
	Subtotal				<u>\$25,005.00</u>

ITEM NO	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>SITE LIGHTING</b>					
1	Poles and Fixtures	<u>2</u>	EA	<u>\$2,500.00</u>	<u>\$5,000.00</u>
2	Concrete Bases	<u>2</u>	EA	<u>\$500.00</u>	<u>\$1,000.00</u>
	Subtotal				<u>\$6,000.00</u>
	Project Subtotal				<u>\$147,665.25</u>
	Estimate Total				<u>\$147,665.25</u>

Layout Tab Name: E:\H-D1\_mocper: 2010-05-19 3P\_Willowbrook-001.jpg ; Xrefs: 01-2895-P.dwg, 01-2895-L.dwg, 01-2338-TBLK.dwg  
 Last Saved By: B.uebehorn, 11/14/2012 10:08:42 AM  
 G:\E\Client\Chick-n-Apple\072615 - Willowbrook\Civil\Exhibits\C-errol\_Cervey\Site Plan-O.dwg Plotted E:\uebehorn, Eric Plotted: November 14, 2012, 10:11:30 AM

AREA
6,486 S.F.
2,196 S.F.
2,266 S.F.
40,193 S.F.
10,037 S.F.
21,479 S.F.
1,654 S.F.
4,271 S.F.
1,705 S.F.
3,999 S.F.
3,187 S.F.
6,900 S.F.
2,393 S.F.
3,534 S.F.
28,200 S.F.
3,200 S.F.
1,300 S.F.
1,300 S.F.
1,300 S.F.
1,300 S.F.
4,679 S.F.
20,389 S.F.
9,608 S.F.
1,400 S.F.
2,400 S.F.
2,200 S.F.
187,576 S.F.

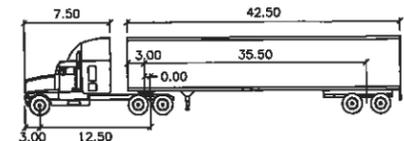


- ANCHORS AND RETAIL	134,473 S.F.	- STORAGE FACILITY	109,826 S.F.
- RESTAURANTS	39,532 S.F.		
- FOOD AND GROCERY	10,037 S.F.		
- BANK	3,534 S.F.		
<b>TOTAL G.L.A. - MAIN PARCEL</b>	<b>187,576 S.F.</b>	<b>TOTAL G.L.A.</b>	<b>109,826 S.F.</b>

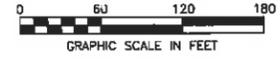
		RATIO	
		REQUIRED	PROVIDED
• PARKING - MAIN PARCEL	538 SPACES	4.0/1,000 S.F.	4.00/1,000 S.F.
- ANCHORS AND RETAIL	396 SPACES	10.0/1,000 S.F.	10.02/1,000 S.F.
- RESTAURANTS	51 SPACES	5.0/1,000 S.F.	5.08/1,000 S.F.
- FOOD AND GROCERY	19 SPACES		5.38/1,000 S.F.
- BANK			
• TOTAL PARKING - MAIN PARCEL	1,004 SPACES	---	5.35/1,000 S.F.

		RATIO	
		REQUIRED	PROVIDED
• PARKING - STORAGE	14 SPACES		0.13/1,000 S.F.
- STORAGE FACILITY			
• TOTAL PARKING - STORAGE	14 SPACES	---	0.13/1,000 S.F.

NOTE: EXISTING WETLAND LOCATIONS AND SIZES ARE APPROXIMATE.



WB-50	feet	
Tractor Width	: 8.00	Lock to Lock Time : 6.0
Trailer Width	: 8.50	Steering Angle : 17.7
Tractor Track	: 8.00	Articulating Angle : 70.0
Trailer Track	: 8.50	



5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:  
 Mark Date By  
 07/27/12  
 SPECIAL USE  
 APPLICATION

Mark Date By  
 08/10/12  
 REVISED PER  
 VILLAGE COMMENTS

Mark Date By  
 11/16/12  
 ISSUED FOR  
 PERMIT/HEALTH

1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60181  
630.424.9080  
FAX: 630.485.3731



STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300  
7101 KINGERY HWY  
WILLOWBROOK, IL

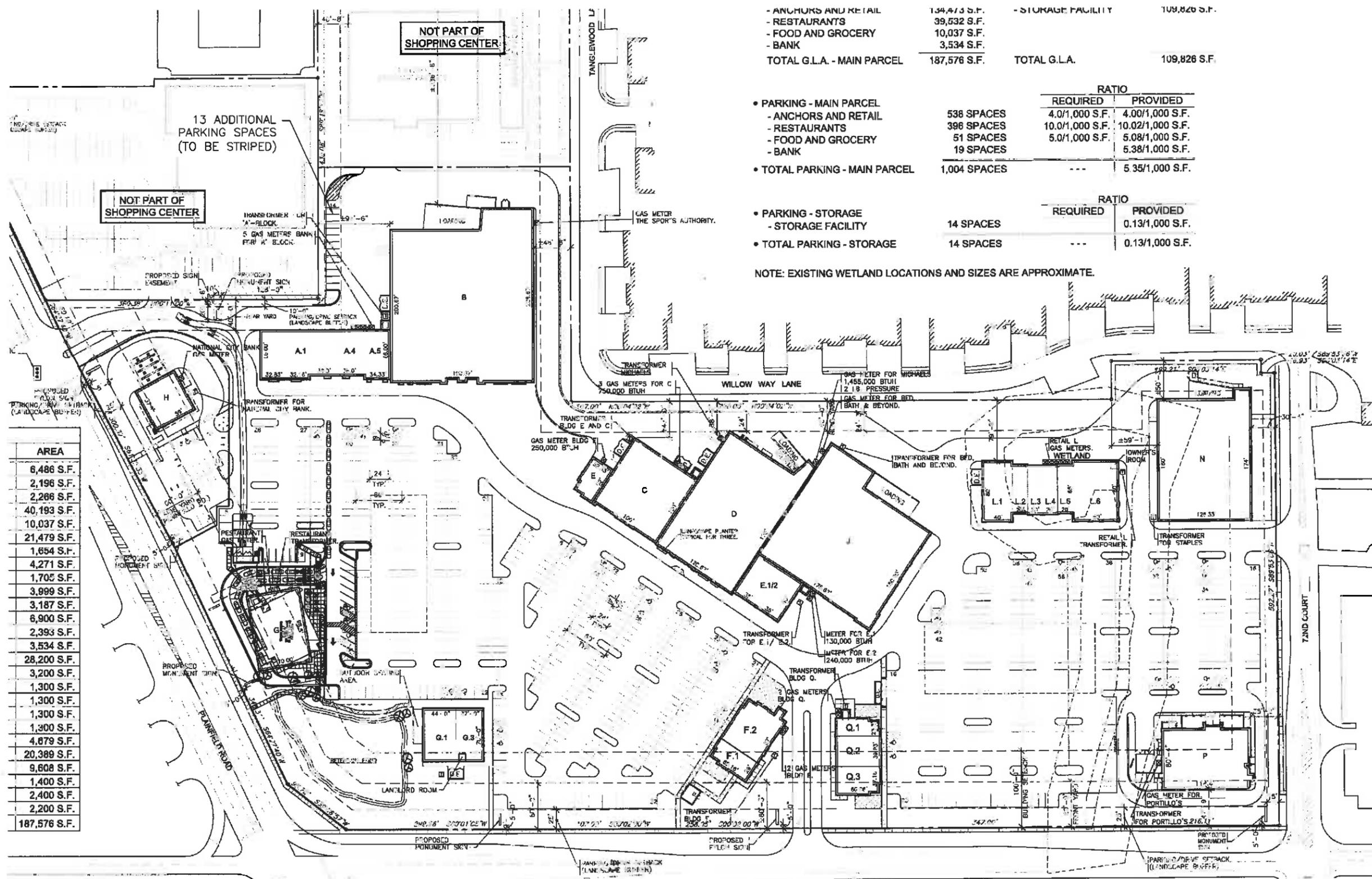
SHEET TITLE  
**DELIVERY  
 VEHICLE  
 EXHIBIT**  
 DWG EDITION 07.1  
 REVISION

Job No. : 072615  
 Store : 2995  
 Date : JUL 12  
 Drawn By : DLH  
 Checked By: EUJ  
 Sheet

**EXH-D1**

Layout Tab Name: E:\H-D2\_Images\2010-05-18\_SIP\_Willowbrook-001.jpg; Xref: 01-2995-P.dwg; 01-2995-X.dwg; 01-2995-TBLK.dwg  
 Last Saved By: jleibner, 11/14/2012 10:08:42 AM  
 G:\DE\Clients\Chick-fil-A\072615 - Willowbrook\k\Civil\072615 - Willowbrook\Site Plan-0 enry.dwg Plotted By: jleibner, Eric Plotted: November 14, 2012, 10:12:03 AM

AREA
6,486 S.F.
2,196 S.F.
2,266 S.F.
40,193 S.F.
10,037 S.F.
21,479 S.F.
1,654 S.F.
4,271 S.F.
1,705 S.F.
3,999 S.F.
3,187 S.F.
6,900 S.F.
2,393 S.F.
3,534 S.F.
28,200 S.F.
3,200 S.F.
1,300 S.F.
4,679 S.F.
20,389 S.F.
9,608 S.F.
1,400 S.F.
2,400 S.F.
2,200 S.F.
187,576 S.F.

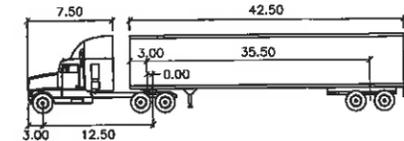


- ANCHORS AND RETAIL	134,473 S.F.	- STORAGE FACILITY	109,826 S.F.
- RESTAURANTS	39,532 S.F.		
- FOOD AND GROCERY	10,037 S.F.		
- BANK	3,534 S.F.		
<b>TOTAL G.L.A. - MAIN PARCEL</b>	<b>187,576 S.F.</b>	<b>TOTAL G.L.A.</b>	<b>109,826 S.F.</b>

		RATIO	
		REQUIRED	PROVIDED
• PARKING - MAIN PARCEL	538 SPACES	4.0/1,000 S.F.	4.00/1,000 S.F.
- ANCHORS AND RETAIL	396 SPACES	10.0/1,000 S.F.	10.02/1,000 S.F.
- RESTAURANTS	51 SPACES	5.0/1,000 S.F.	5.08/1,000 S.F.
- FOOD AND GROCERY	19 SPACES		5.38/1,000 S.F.
- BANK			
• TOTAL PARKING - MAIN PARCEL	1,004 SPACES	---	5.35/1,000 S.F.

		RATIO	
		REQUIRED	PROVIDED
• PARKING - STORAGE	14 SPACES		0.13/1,000 S.F.
- STORAGE FACILITY			
• TOTAL PARKING - STORAGE	14 SPACES	---	0.13/1,000 S.F.

NOTE: EXISTING WETLAND LOCATIONS AND SIZES ARE APPROXIMATE.



WB-50	feet		
Tractor Width	: 7.50	Lock to Lock Time	: 6.0
Trailer Width	: 3.00	Steering Angle	: 17.7
Tractor Track	: 12.50	Articulating Angle	: 70.0
Trailer Track	: 42.50		





5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:

Mark	Date	By
△	07/27/12	SPECIAL USE APPLICATION
△	08/10/12	REVISED PER VILLAGE COMMENTS
△	11/16/12	ISSUED FOR PERMIT/HEALTH



1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60161  
630.424.9080  
FAX: 630.495.3731

STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300

7101 KINGERY HWY  
WILLOWBROOK, IL

SHEET TITLE  
**DELIVERY VEHICLE EXHIBIT**

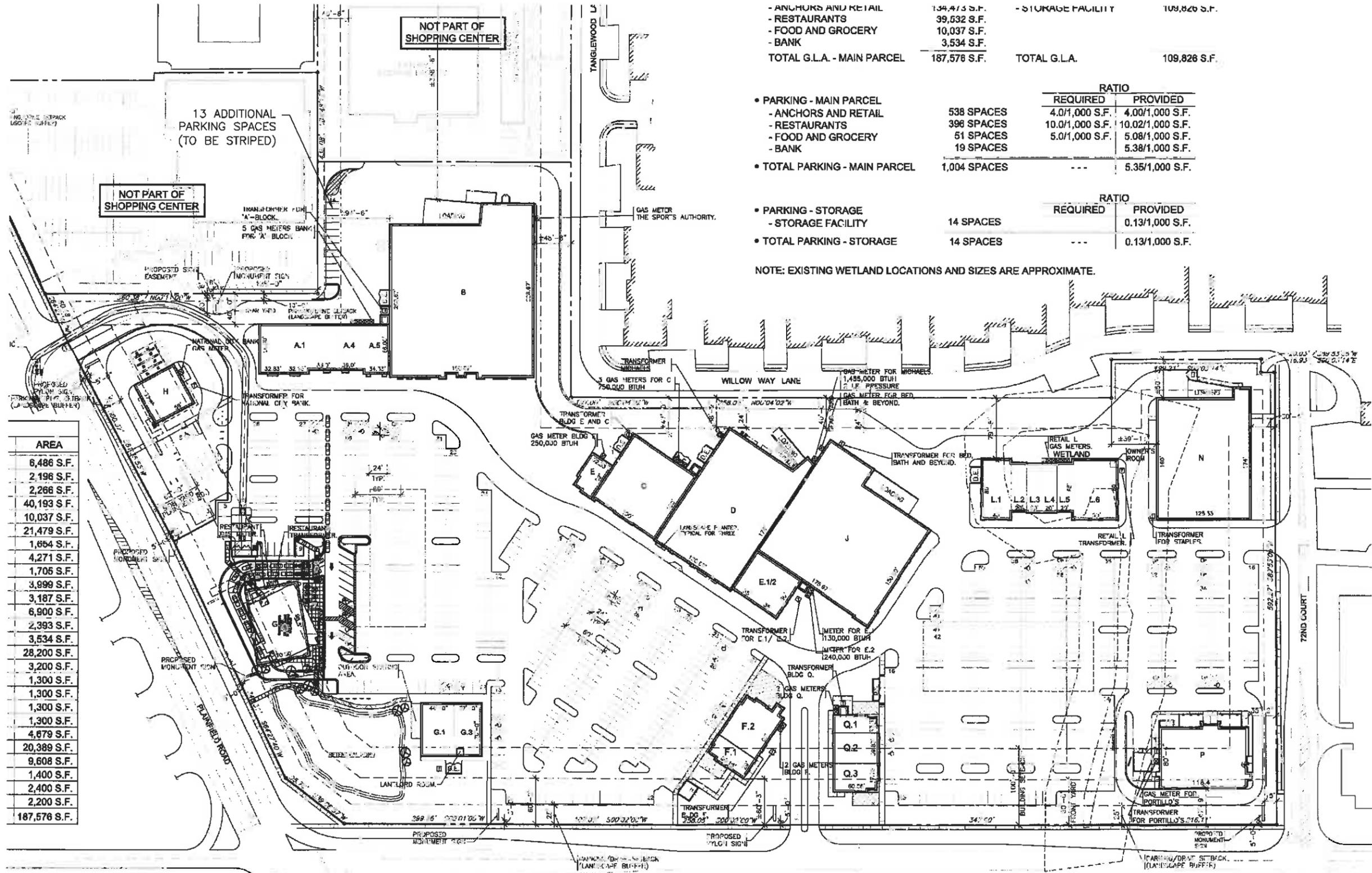
DWG EDITION 07.1  
REVISION

Job No.	: 072615
Store	: 2995
Date	: JUL 12
Drawn By	: DLH
Checked By	: EJU
Sheet	

EXH-D2

Layout Tab Name: EXH-D3, Images: 2010-05-19 SR\_willowbrook-001.jpg, Xrefs: 01-25395-P.dwg, 01-25395-B.dwg, 01-25395-TBLK.dwg  
 Last Saved By: uebehor, 11/14/2012 10:08:42 AM  
 G:\DE\clients\chick-in-A\072615 - Willowbrook\Civil\Cadd\Exhibits\0 - Willowbrook\Site Plan-0 encl.dwg Plotted By: uebehor, Eric Plotted: November 14, 2012, 10:12:21 AM

AREA
6,486 S.F.
2,196 S.F.
2,266 S.F.
40,193 S.F.
10,037 S.F.
21,479 S.F.
1,654 S.F.
4,271 S.F.
1,705 S.F.
3,999 S.F.
3,187 S.F.
6,900 S.F.
2,393 S.F.
3,534 S.F.
28,200 S.F.
3,200 S.F.
1,300 S.F.
1,300 S.F.
1,300 S.F.
4,679 S.F.
20,389 S.F.
9,608 S.F.
1,400 S.F.
2,400 S.F.
2,200 S.F.
187,576 S.F.

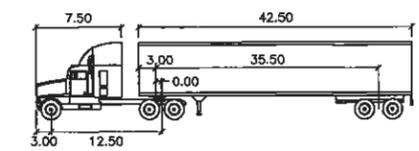


- ANCHORS AND RETAIL	134,413 S.F.	- STORAGE FACILITY	109,826 S.F.
- RESTAURANTS	39,532 S.F.		
- FOOD AND GROCERY	10,037 S.F.		
- BANK	3,534 S.F.		
<b>TOTAL G.L.A. - MAIN PARCEL</b>	<b>187,576 S.F.</b>	<b>TOTAL G.L.A.</b>	<b>109,826 S.F.</b>

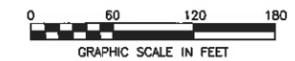
		RATIO	
		REQUIRED	PROVIDED
• PARKING - MAIN PARCEL			
- ANCHORS AND RETAIL	538 SPACES	4.0/1,000 S.F.	4.00/1,000 S.F.
- RESTAURANTS	396 SPACES	10.0/1,000 S.F.	10.02/1,000 S.F.
- FOOD AND GROCERY	51 SPACES	5.0/1,000 S.F.	5.08/1,000 S.F.
- BANK	19 SPACES		5.38/1,000 S.F.
• TOTAL PARKING - MAIN PARCEL	1,004 SPACES	---	5.35/1,000 S.F.

		RATIO	
		REQUIRED	PROVIDED
• PARKING - STORAGE			
- STORAGE FACILITY	14 SPACES		0.13/1,000 S.F.
• TOTAL PARKING - STORAGE	14 SPACES	---	0.13/1,000 S.F.

NOTE: EXISTING WETLAND LOCATIONS AND SIZES ARE APPROXIMATE.



WB-50	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:  
 Mark Date By  
 07/27/12  
 SPECIAL USE  
 APPLICATION

Mark Date By  
 08/10/12  
 REVISED PER  
 VILLAGE COMMENTS

Mark Date By  
 11/16/12  
 ISSUED FOR  
 PERMIT/HEALTH

1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60181  
630.424.9080  
FAX: 630.495.3731



STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300

7101 KINCERY HWY  
WILLOWBROOK, IL

SHEET TITLE  
**DELIVERY  
 VEHICLE  
 EXHIBIT**

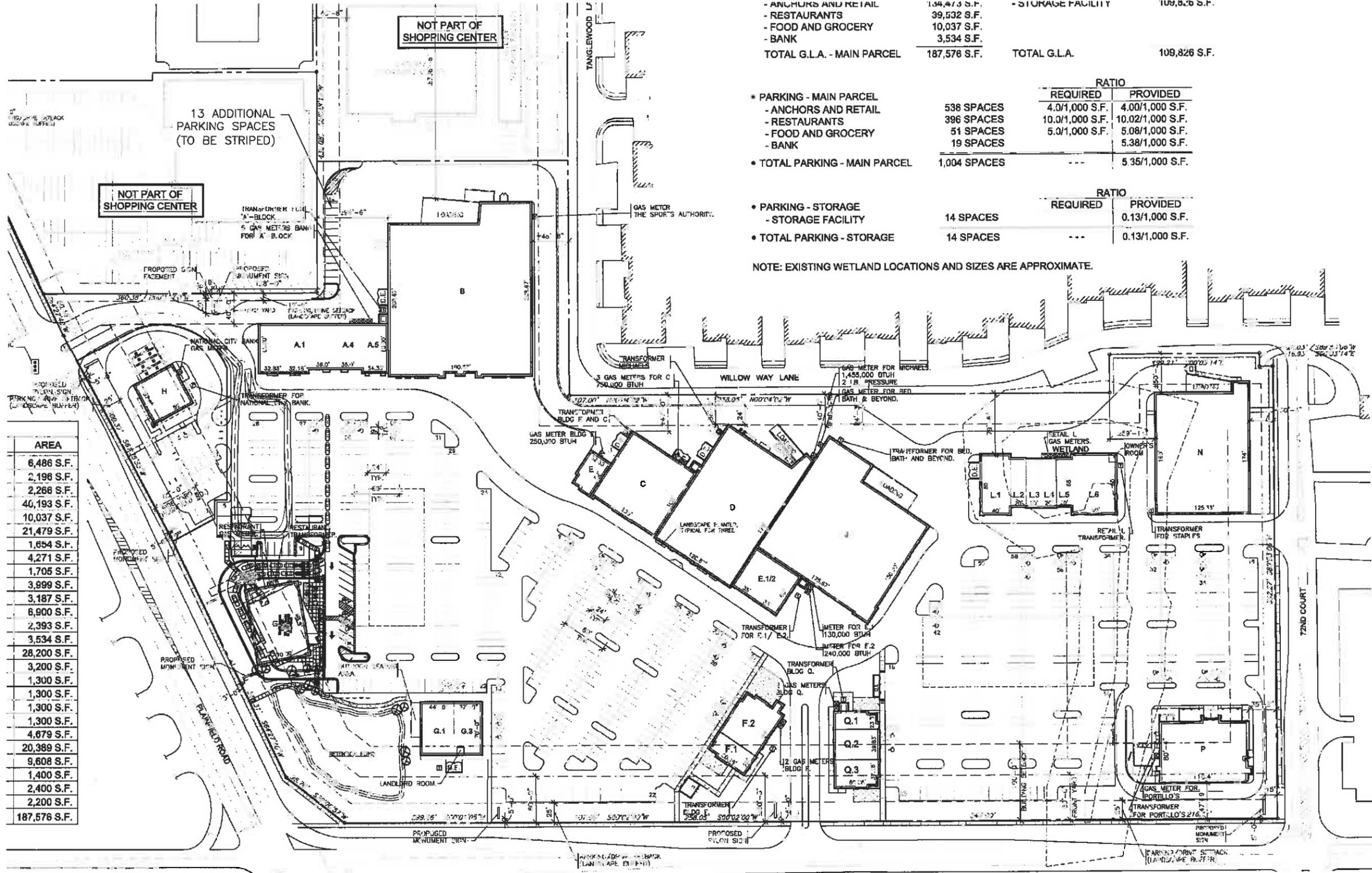
DWG EDITION 07.1  
 REVISION

Job No. : 072615  
 Store : 2995  
 Date : JUL 12  
 Drawn By : DLH  
 Checked By: EJU

Sheet  
**EXH-D3**

Layout Tab Name: EXH-G, Image: 2010-06-11 SP Willowbrook-001.jpg, Xrefs: 01-2195-1.dwg; 01-2315-TBLK.dwg  
 Lot: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100  
 G:\DE\Clients\Chick-B-A\072615 - Willowbrook\Cadd\Civil\Exhibits\C-add\Site Plan-Overlay.dwg, Plotted: B:\ckbehor, E:\Plotted\10-12-12 10:12:47 AM

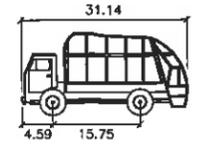
AREA
6,486 S.F.
2,196 S.F.
2,266 S.F.
40,193 S.F.
10,037 S.F.
21,479 S.F.
1,654 S.F.
4,271 S.F.
1,705 S.F.
3,999 S.F.
3,187 S.F.
6,900 S.F.
2,393 S.F.
3,534 S.F.
28,200 S.F.
3,200 S.F.
1,300 S.F.
1,300 S.F.
1,300 S.F.
4,679 S.F.
20,389 S.F.
9,608 S.F.
1,400 S.F.
2,400 S.F.
2,200 S.F.
187,576 S.F.



- ANCHORS AND RETAIL	134,473 S.F.	- STORAGE FACILITY	109,826 S.F.
- RESTAURANTS	39,532 S.F.		
- FOOD AND GROCERY	10,037 S.F.		
- BANK	3,534 S.F.		
<b>TOTAL G.L.A. - MAIN PARCEL</b>	<b>187,576 S.F.</b>	<b>TOTAL G.L.A.</b>	<b>109,826 S.F.</b>

		RATIO	
		REQUIRED	PROVIDED
• PARKING - MAIN PARCEL			
- ANCHORS AND RETAIL	538 SPACES	4.0/1,000 S.F.	4.00/1,000 S.F.
- RESTAURANTS	396 SPACES	10.0/1,000 S.F.	10.02/1,000 S.F.
- FOOD AND GROCERY	51 SPACES	5.0/1,000 S.F.	5.08/1,000 S.F.
- BANK	19 SPACES		5.38/1,000 S.F.
• TOTAL PARKING - MAIN PARCEL	1,004 SPACES	---	5.35/1,000 S.F.
• PARKING - STORAGE			
- STORAGE FACILITY	14 SPACES	0.13/1,000 S.F.	0.13/1,000 S.F.
• TOTAL PARKING - STORAGE	14 SPACES	---	0.13/1,000 S.F.

NOTE: EXISTING WETLAND LOCATIONS AND SIZES ARE APPROXIMATE.



VULNISAUTO	feet
Width	: 4.59
Track	: 15.75
Lock to Lock Time	: 6.0
Steering Angle	: 46.4



5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:

Mark Date By	07/27/12
SPECIAL USE APPLICATION	
Mark Date By	08/10/12
REVISED PER VILLAGE COMMENTS	
Mark Date By	11/16/12
ISSUED FOR PERMIT/HEALTH	

1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60181  
630.424.9080  
FAX: 630.495.3731

STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300  
7101 KINGERY HWY  
WILLOWBROOK, IL

SHEET TITLE  
**GARBAGE TRUCK EXHIBIT**

DWG EDITION 07.1  
REVISION

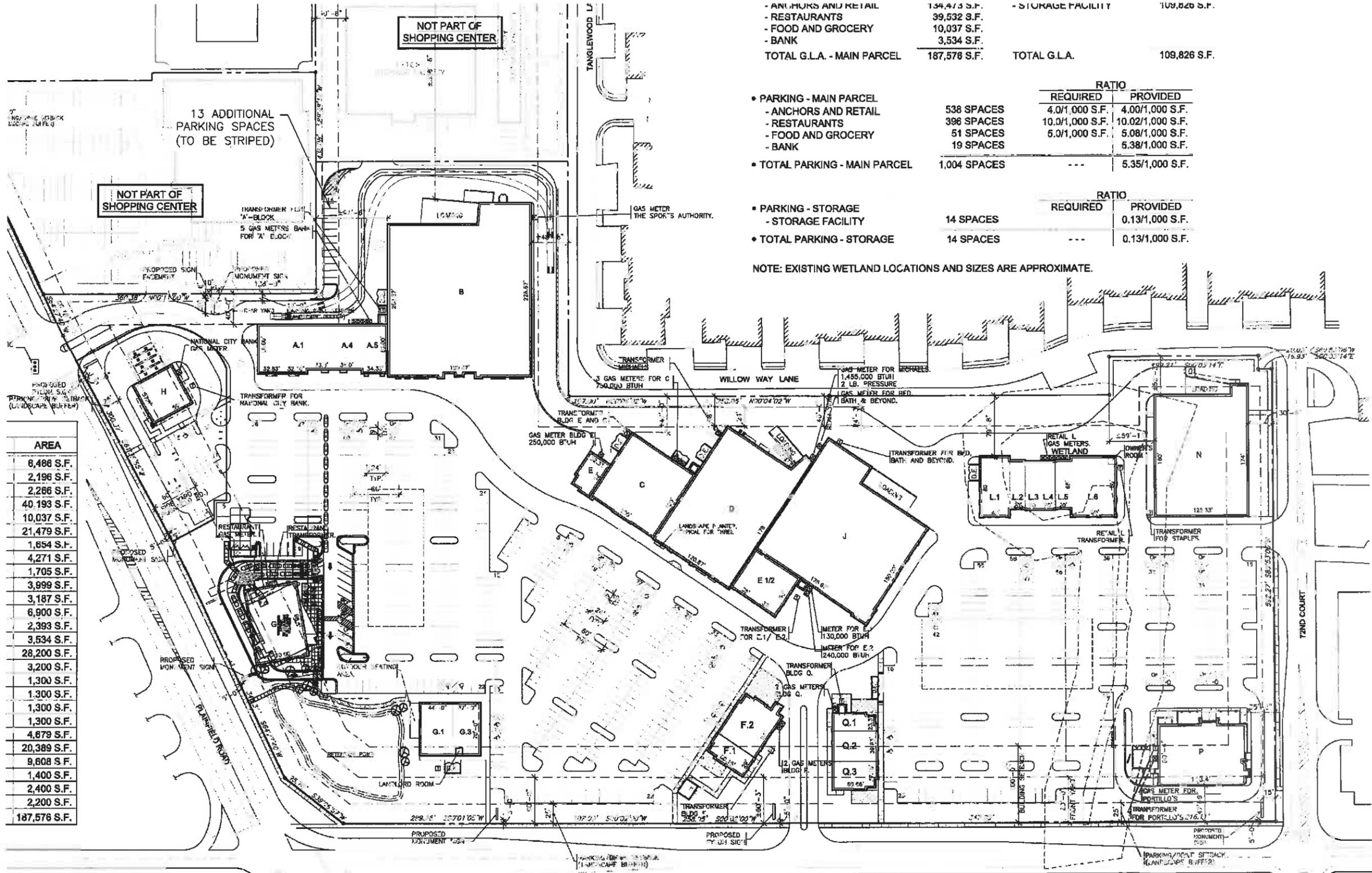
Job No.	: 072615
Store	: 2995
Date	: JUL 12
Drawn By	: DLH
Checked By	: EJU

Sheet

EXH-G

L:\cut Tab Name: EXH-T1, Images: 2010-05-19 SP\_Willowbrook-001.jpg, Print: 01-21-2012 10:02:41 AM, Last Saved By: E:\uebehor, 11/14/2012 10:02:41 AM, C:\DE\Clients\Chick-fil-A\072610 - Willowbrook\Civil\Exhibits\Overall 0 area, Site Plan-0-eric.dwg Plotted B:\uebehor, Eric Plotted November 14, 2012, 10:13:17 AM

AREA
6,486 S.F.
2,196 S.F.
2,266 S.F.
40,193 S.F.
10,037 S.F.
21,479 S.F.
1,654 S.F.
4,271 S.F.
1,705 S.F.
3,998 S.F.
3,187 S.F.
6,900 S.F.
2,393 S.F.
3,534 S.F.
28,200 S.F.
3,200 S.F.
1,300 S.F.
1,300 S.F.
1,300 S.F.
4,679 S.F.
20,389 S.F.
9,608 S.F.
1,400 S.F.
2,400 S.F.
2,200 S.F.
<b>187,576 S.F.</b>

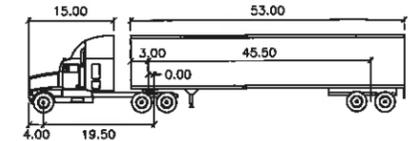


- ANCHORS AND RETAIL	134,473 S.F.	- STORAGE FACILITY	109,826 S.F.
- RESTAURANTS	39,532 S.F.		
- FOOD AND GROCERY	10,037 S.F.		
- BANK	3,534 S.F.		
<b>TOTAL G.L.A. - MAIN PARCEL</b>	<b>187,576 S.F.</b>	<b>TOTAL G.L.A.</b>	<b>109,826 S.F.</b>

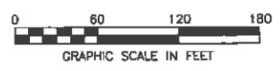
		RATIO	
		REQUIRED	PROVIDED
• PARKING - MAIN PARCEL			
- ANCHORS AND RETAIL	538 SPACES	4.00/1,000 S.F.	4.00/1,000 S.F.
- RESTAURANTS	396 SPACES	10.00/1,000 S.F.	10.02/1,000 S.F.
- FOOD AND GROCERY	51 SPACES	5.00/1,000 S.F.	5.08/1,000 S.F.
- BANK	19 SPACES		5.38/1,000 S.F.
• TOTAL PARKING - MAIN PARCEL	1,004 SPACES	---	5.35/1,000 S.F.

		RATIO	
		REQUIRED	PROVIDED
• PARKING - STORAGE			
- STORAGE FACILITY	14 SPACES		0.13/1,000 S.F.
• TOTAL PARKING - STORAGE	14 SPACES	---	0.13/1,000 S.F.

NOTE: EXISTING WETLAND LOCATIONS AND SIZES ARE APPROXIMATE.



WB-67	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		



5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:  
 Mark Date By  
 07/27/12  
 SPECIAL USE  
 APPLICATION

Mark Date By  
 08/10/12  
 REVISED PER  
 VILLAGE COMMENTS

Mark Date By  
 11/16/12  
 ISSUED FOR  
 PERMIT/HEALTH

1815 South Meyers Road  
 Suite 120  
 Oakbrook Terrace, IL 60181  
 630.424.9080  
 FAX: 630.495.3731



STORE #2995  
 WILLOWBROOK  
 FSU SQUARE 5300

7101 KINGERY HWY  
 WILLOWBROOK, IL

SHEET TITLE  
**WB-67 TRUCK  
 TURNING  
 EXHIBIT**

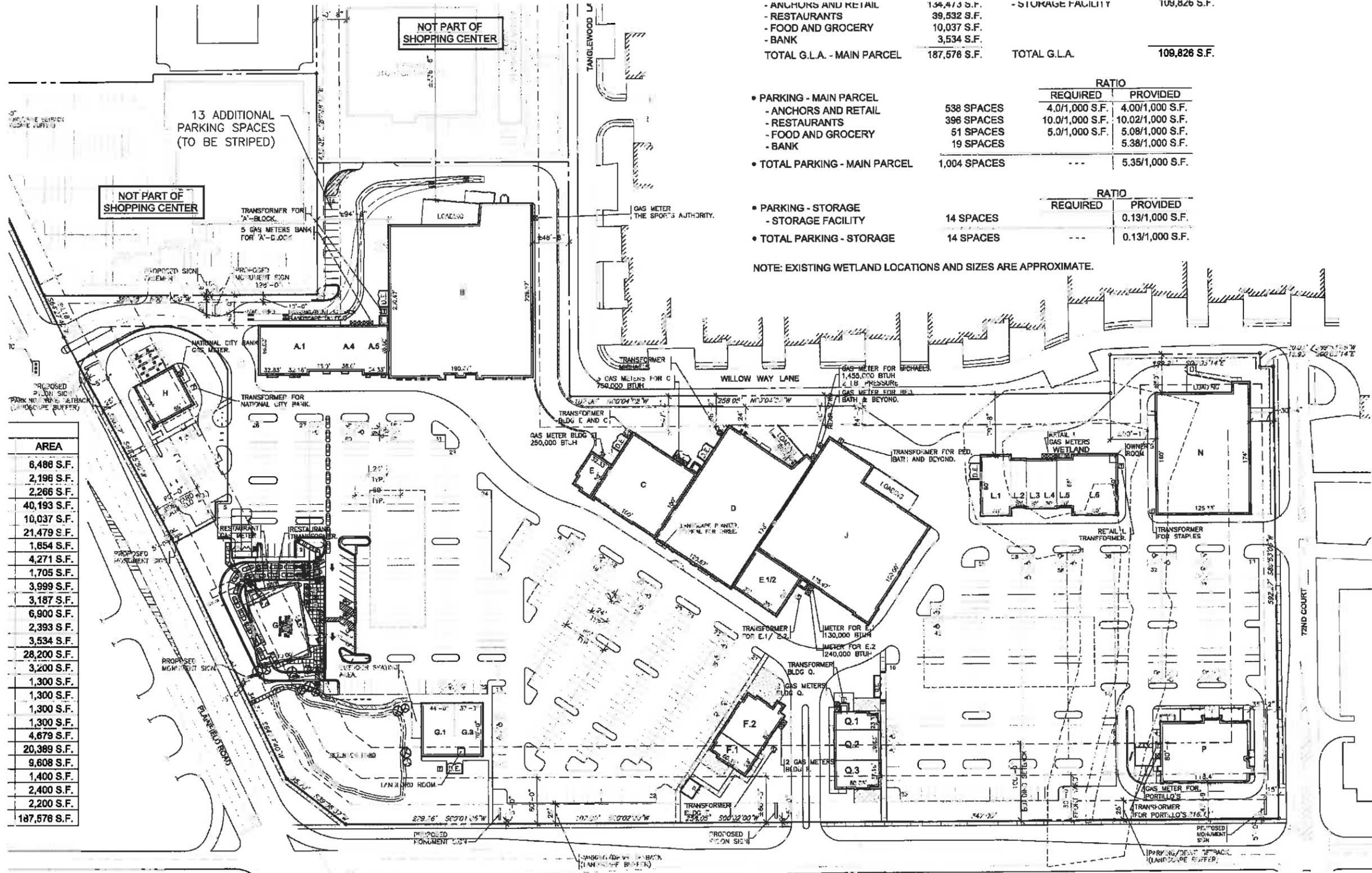
DWG EDITION 07.1  
 REVISION

Job No. : 072615  
 Store : 2995  
 Date : JUL 12  
 Drawn By : DLH  
 Checked By: EJU

Sheet  
**EXH-T1**

L:\out Tab Name: EXH-T2, Images: 2010-06-19 5P\_willowbrook-001.dwg, Xrefs: 01-25-10-P.dwg; 01-2995-X.dwg; 01-2905-1-BLK.dwg  
 L:\out Tab Name: B:\uebelhor, 11/14/2012 10:08:42 AM  
 G:\Clients\Chok-IT\A\072615 - Willowbrook\Chok-IT\A\072615 - Willowbrook.dwg, Site Plan - Overlay.dwg, Plotted B, uebelhor, Eric Plotted November 14, 2012, 10:13:55 AM

AREA
6,486 S.F.
2,196 S.F.
2,266 S.F.
40,193 S.F.
10,037 S.F.
21,479 S.F.
1,654 S.F.
4,271 S.F.
1,705 S.F.
3,999 S.F.
3,187 S.F.
6,900 S.F.
2,393 S.F.
3,534 S.F.
28,200 S.F.
3,200 S.F.
1,300 S.F.
1,300 S.F.
1,300 S.F.
1,300 S.F.
4,679 S.F.
20,389 S.F.
9,608 S.F.
1,400 S.F.
2,400 S.F.
2,200 S.F.
187,576 S.F.

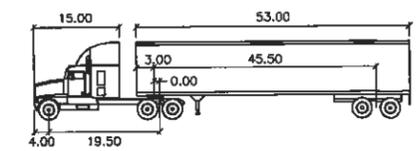


- ANCHORS AND RETAIL	134,473 S.F.	- STORAGE FACILITY	109,826 S.F.
- RESTAURANTS	39,532 S.F.		
- FOOD AND GROCERY	10,037 S.F.		
- BANK	3,534 S.F.		
<b>TOTAL G.L.A. - MAIN PARCEL</b>	<b>187,576 S.F.</b>	<b>TOTAL G.L.A.</b>	<b>109,826 S.F.</b>

		RATIO	
		REQUIRED	PROVIDED
• PARKING - MAIN PARCEL			
- ANCHORS AND RETAIL	538 SPACES	4.0/1,000 S.F.	4.00/1,000 S.F.
- RESTAURANTS	396 SPACES	10.0/1,000 S.F.	10.02/1,000 S.F.
- FOOD AND GROCERY	51 SPACES	5.0/1,000 S.F.	5.08/1,000 S.F.
- BANK	19 SPACES		5.38/1,000 S.F.
• TOTAL PARKING - MAIN PARCEL	1,004 SPACES	---	5.35/1,000 S.F.

		RATIO	
		REQUIRED	PROVIDED
• PARKING - STORAGE			
- STORAGE FACILITY	14 SPACES		0.13/1,000 S.F.
• TOTAL PARKING - STORAGE	14 SPACES	---	0.13/1,000 S.F.

NOTE: EXISTING WETLAND LOCATIONS AND SIZES ARE APPROXIMATE.



WB-67	feet	
Tractor Width	: 8.00	Lock to Lock Time : 6.0
Trailer Width	: 8.50	Steering Angle : 28.4
Tractor Track	: 8.00	Articulating Angle : 75.0
Trailer Track	: 8.50	



5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:

Mark Date By	
△ 07/27/12	SPECIAL USE APPLICATION
Mark Date By	
△ 08/10/12	REVISED PER VILLAGE COMMENTS
Mark Date By	
△ 11/16/12	ISSUED FOR PERMIT/HEALTH

---

1815 South Meyers Road  
Suite 120  
Oakbrook Terrace, IL 60181  
630.424.9080  
FAX: 630.485.3731

**WOOLPERT**  
CONSULTING ENGINEERS

STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300

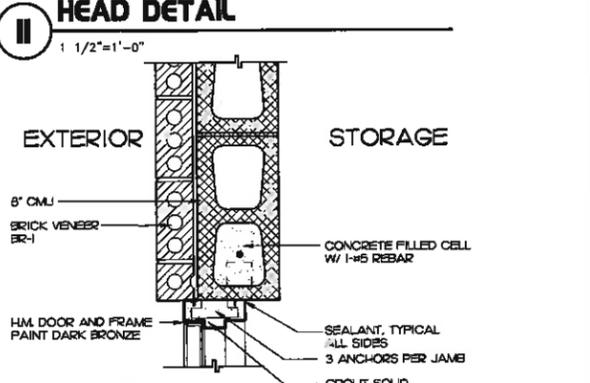
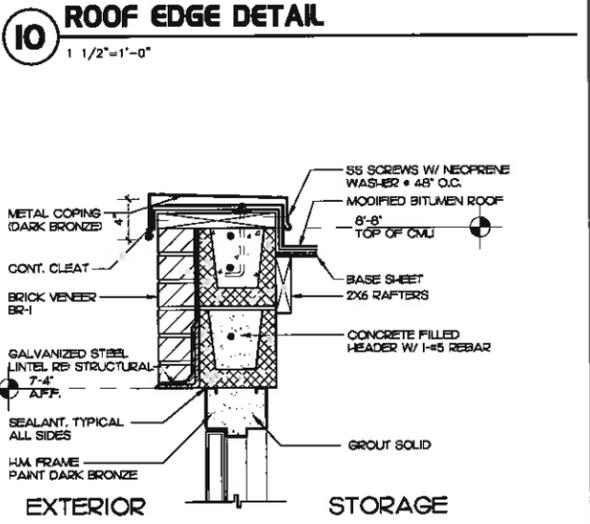
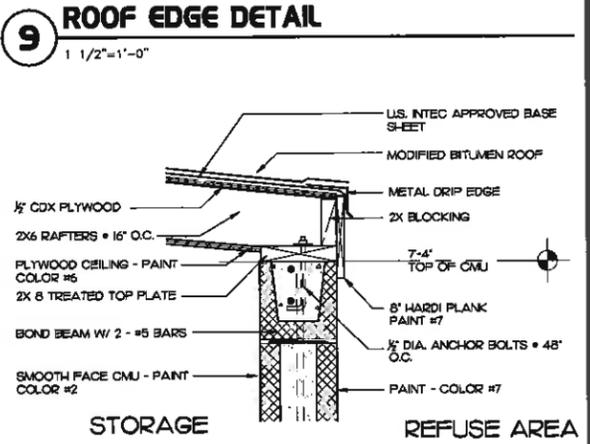
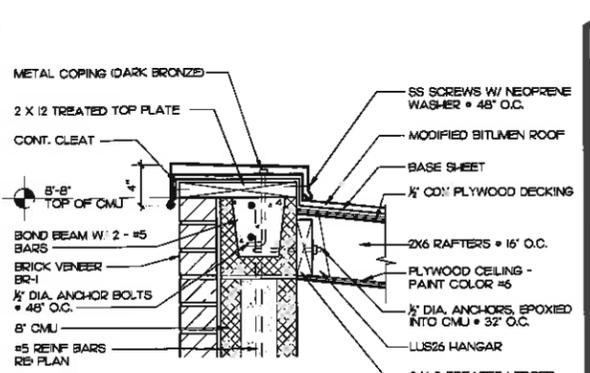
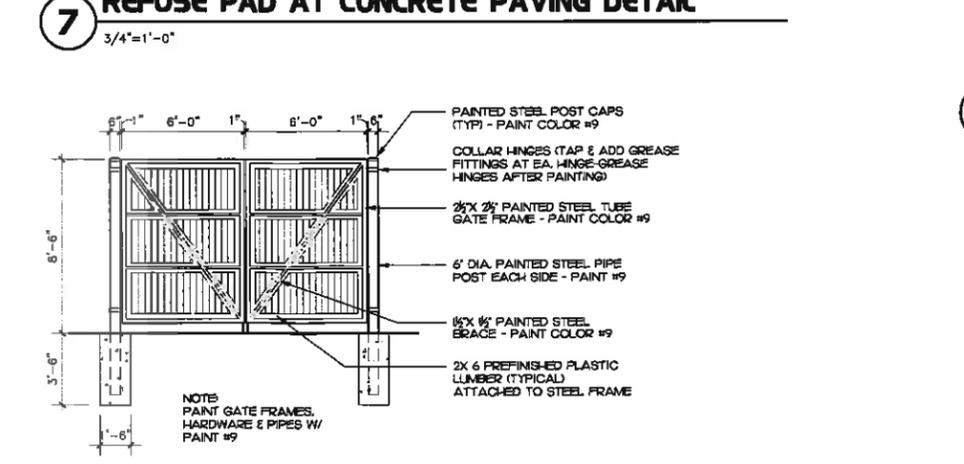
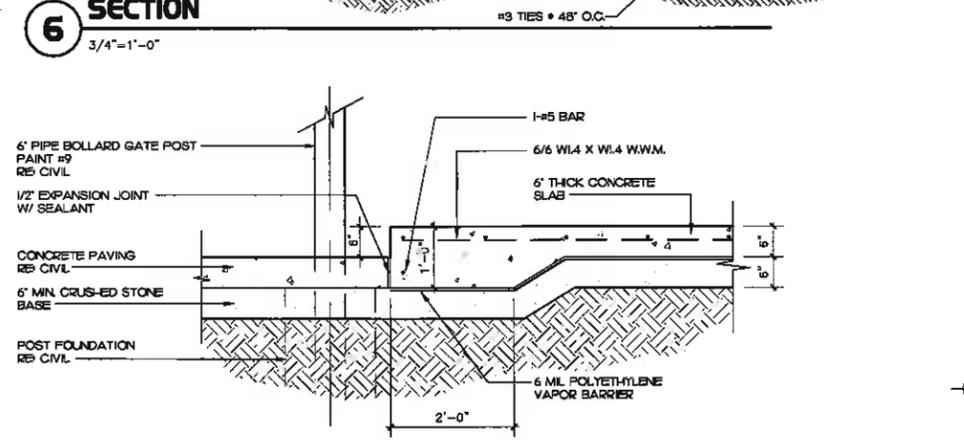
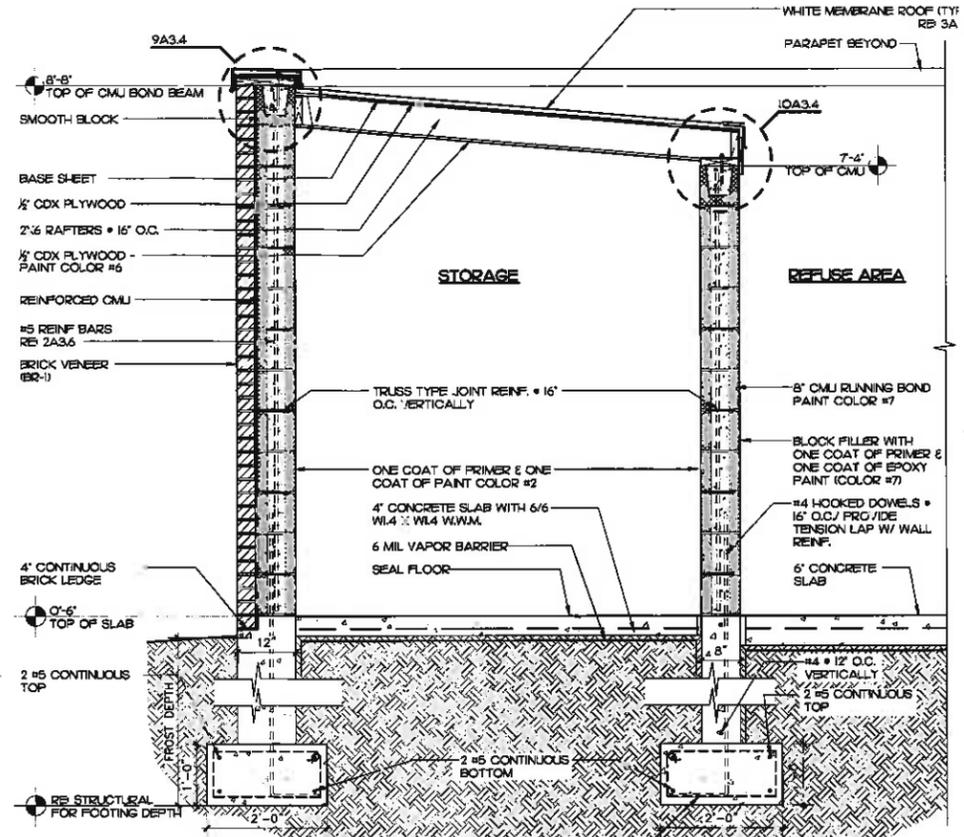
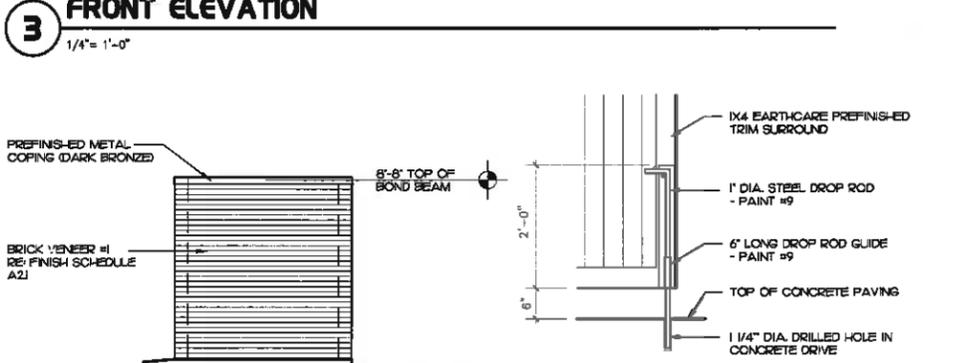
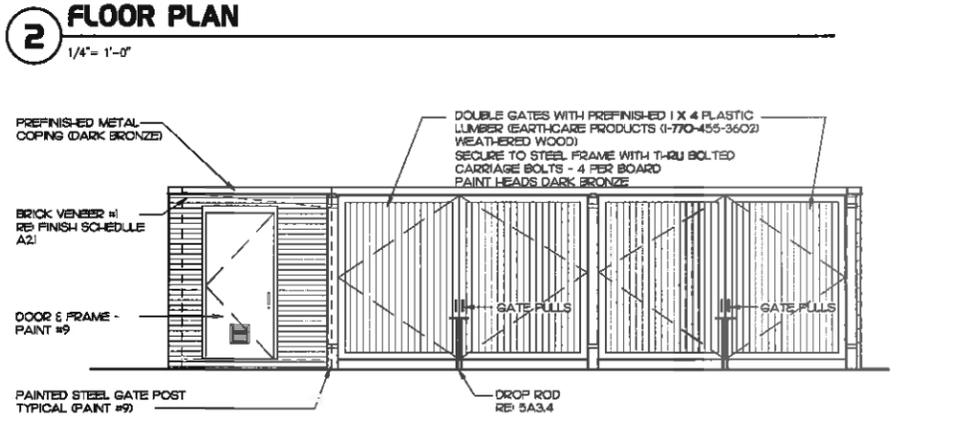
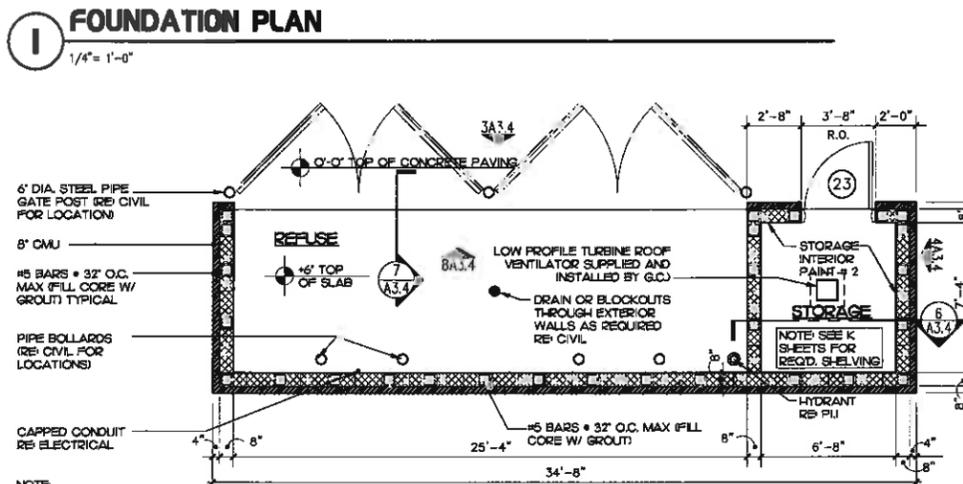
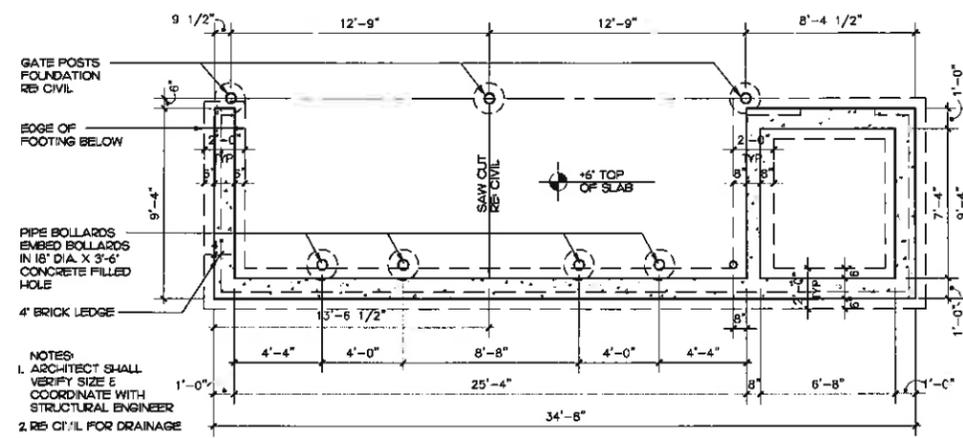
7101 KINGERY HWY  
WILLOWBROOK, IL

SHEET TITLE  
**WB-67 TRUCK  
TURNING  
EXHIBIT**

DWG EDITION 07.1  
REVISION

Job No. :	072615
Store :	2995
Date :	JUL 12
Drawn By :	DLH
Checked By :	EJL
Sheet	

EXH-T2



**Chickadee**

5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:  
Mark Date By  
7.27.12  
SPECIAL  
USE APPLICATION

Seal

STORE  
2995  
FSU S12

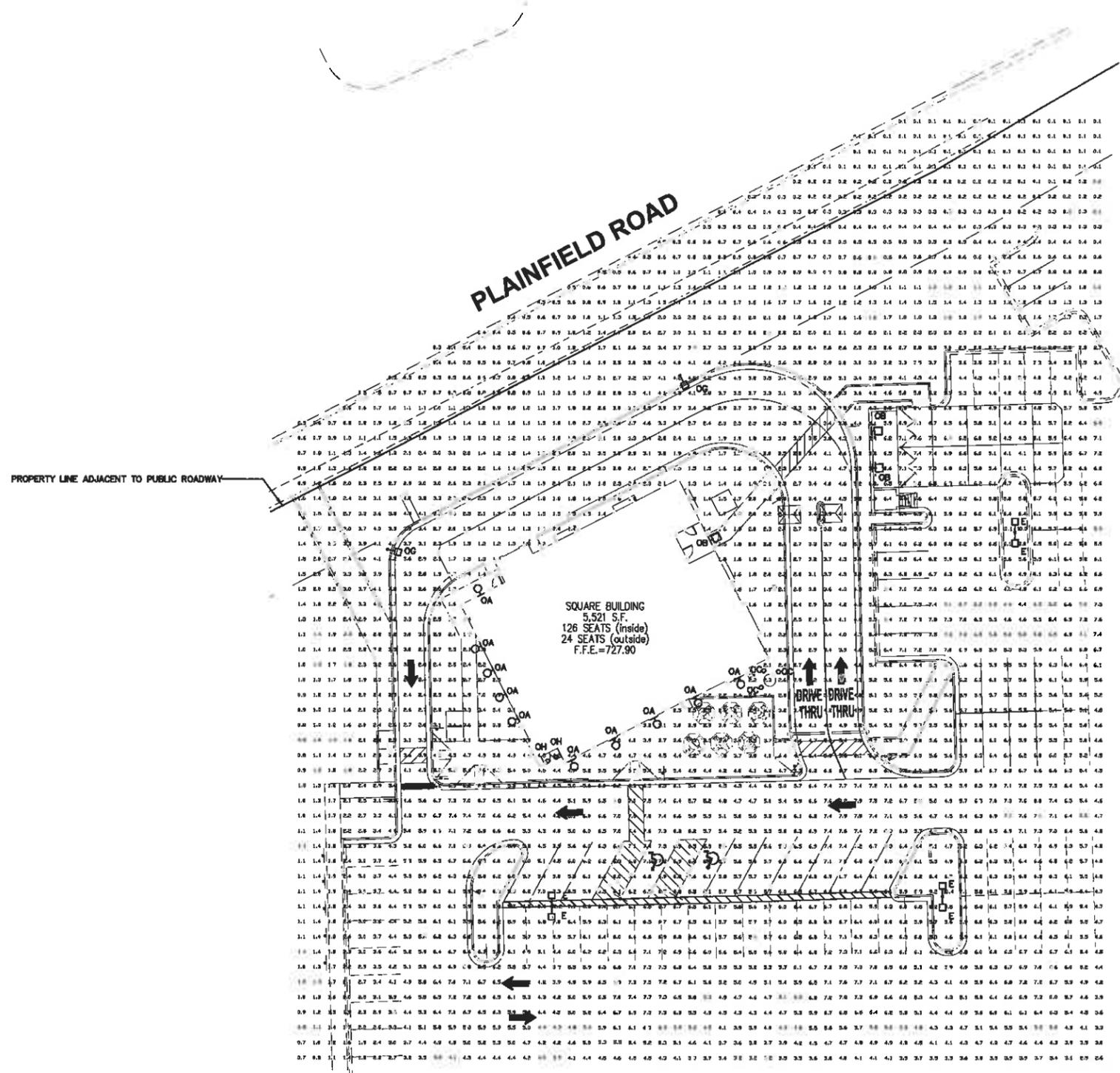
Willowbrook, IL  
60527

SHEET TITLE  
REFUSE  
ENCLOSURE

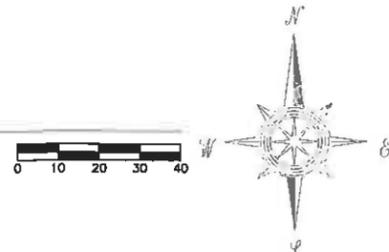
VERSION: S12  
ISSUE DATE: 6-2012

Job No. : 12-4064  
Store : 2995  
Date : 7.27.12  
Drawn By :  
Checked By :  
Sheet

**A-3.4**



1 PHOTOMETRIC PLAN  
SCALE: 1"=20'-0"



- Existing to Remain Quality Lighting SL27P 5VS  
1000 Watt Metal Halide  
Mounting Height= 35 Feet  
From Pole to Photometric Center= 0.2 feet.  
IES Candela File: H:\2009\08\PHOTO\SL27S.IES  
Initial Lumens per Lamp= 105000.  
Light Loss Factor (LLF) = 0.7  
Number Poles this type = 6
- New Lithonia KSF2 Type IV  
400 Watt Metal Halide  
Mounting Height= 25.5 Feet  
From Pole to Photometric Center= 0.75 feet.  
IES Candela File: H:\2009\08\PHOTO\KSF2R4W.IES  
Initial Lumens per Lamp= 36000.  
Light Loss Factor (LLF) = 0.7  
Number Poles this type = 2
- New Eclipse TY-20-W-LED-3K  
20W Watt LED  
Mounting Height= 16 feet.  
Initial Lumens per Lamp= 800  
Number Luminaires this type = 10
- New Lithonia OLW14  
26W Watt LED  
Mounting Height= 16 feet.  
Initial Lumens per Lamp= 1436  
Number Luminaires this type = 3
- New Kim LTV71-SP-18LJKUV-NB-SS50-GR50  
24W Watt LED  
Mounting Height= 0 feet.  
Initial Lumens per Lamp= 1400  
Number Luminaires this type = 3
- New Cree LRS-DR1000/R  
11W Watt LED  
Mounting Height= 10 feet.  
Initial Lumens per Lamp= 1000  
Number Luminaires this type = 2

ILLUMINANCE IS IN HORIZONTAL FOOTCANDLES.  
TARGET PLANE AT Z = 0 FEET.

Summary	
# POINTS	2071
AVERAGE	4.9
MAXIMUM	11.0
MINIMUM	1.1
AVG/MIN	4.50
MAX/MIN	10.28
STD DEV	1.67
CDEF VAR	0.34



**Chipman Design**

5200 Buffington Rd.  
Atlanta Georgia,  
30349-2998

Revisions:  
Mark Date By  
△ 07.27.12  
SPECIAL USE APPLICATION

Mark Date By  
△ 08.10.12  
REVISED PER VILLAGE COMMENTS

Mark Date By  
△ 10.19.12  
REVISED PER VILLAGE COMMENTS

Seal

**Chipman Design**  
INC.  
720 South Lake Road, Suite 400  
Deerfield, Illinois 60015  
P 847.278.4500 F 847.278.4501  
Professional Engineer License No. 061000001  
8101 NORTH MILWAUKEE AVENUE  
NILES, ILLINOIS 60714  
P 847.278.4500 F 847.278.4501

STORE #2995  
WILLOWBROOK  
FSU SQUARE 5300  
7101 KINGERY HWY  
WILLOWBROOK, IL

SHEET TITLE  
PHOTOMETRIC  
PLAN

VERSION: 7  
ISSUE DATE: 10-2011

Job No. : \_\_\_\_\_  
Store : 2995  
Date : 10.19.12  
Drawn By : EU  
Checked By: \_\_\_\_\_

Sheet

ES2.1

**PRELIMINARY  
NOT FOR CONSTRUCTION**

## FEATURES & SPECIFICATIONS

**INTENDED USE** — For recreation areas, parking lots, building facades, car lots.

**CONSTRUCTION** — NEMA heavy-duty construction. Contoured, low-profile die-cast aluminum housing and front bezel. Front bezel is hinged for easy removal via position-oriented hinge-cam design. Sealed by a one-piece bonded high-temperature silicone gasket.

**Lens:** Impact-resistant, thermal- and shock-resistant clear tempered glass.

**Finish:** Standard finish is dark bronze (DDB) corrosion resistant polyester powder. With additional architectural colors.

**OPTICS** — Anodized aluminum reflector provides highly efficient rectangular beam pattern. Optic chamber sealed to inhibit entrance of outside contaminants.

**ELECTRICAL** — **Ballast:** High pressure sodium: 150W is high reactance, high power factor. Constant wattage autotransformer for 200-400W. Metal halide: 150W is high reactance, high power factor and is standard with pulse-start ignitor technology. "SCWA" not required. Constant wattage autotransformer for 175-400W. Super CWA (pulse start ballast), 88% efficient and EISA legislation compliant, is required for metal halide 151-400W (SCWA option) for US shipments only. CSA, NOM or INTL required for probe start shipments outside of the US. Pulse-start ballast (SCWA) required for 200W, 320W, or 350W. Ballast is 100% factory-tested.

**Socket:** Porcelain, horizontally-oriented, mogul-base socket with copper alloy, nickelplated screw shell and center contact. UL listed 1500W, 600V, 4KV pulse rated.

**INSTALLATION** — Corrosion-resistant, heavy-duty, painted steel mounting yoke standard; die-cast integral tenon slipfitter optional. All external slotted hex-head screws specially coated for corrosion-resistance.

**LISTINGS** — Listed and labeled to UL standards. Listed and labeled to CSA standards (see Options). NOM Certified (see Options). UL listed for 25°C ambient; 40°C for 250M and below or 150S and below. UL listed for wet location. IP65 rated.

Note: Specifications subject to change without notice.

Catalog Number	
Notes	
Type	OC

## CONTOUR SERIES

Floodlighting

# TFR



METAL HALIDE: 150W - 400W  
HIGH PRESSURE SODIUM: 150W - 400W

### Specifications

Height: 10-1/2 (26.7)

Width: 17-5/8 (44.8)

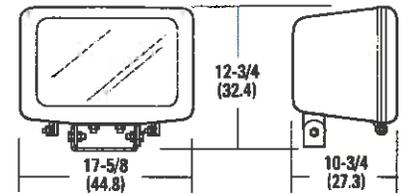
Depth: 12-3/4 (32.4)

\*Weight: 27 lbs (13.2 kg)

EPA: 1.3ft<sup>2</sup>

\*Weight as configured in example below.

All dimensions are inches (centimeters) unless otherwise specified.



### ORDERING INFORMATION

For shortest lead times, configure product using standard options (shown in bold).

Example: TFR 400M TA TB SCWA LPI

TFR	Wattage		Distribution	Voltage	Ballast	Mounting	
TFR	<b>Metal halide</b>	<b>Ceramic metal halide</b>	<b>TA (7 X 6)</b>	<b>120</b>	(blank) Magnetic ballast	<b>Shipped installed</b>	<b>Shipped separately</b> <sup>10,11</sup>
	150M	150MHC	RB (6 X 6)	208 <sup>7</sup>	CWI Constant wattage isolated	(blank) Yoke	EY Extended yoke <sup>12</sup>
	<b>175M<sup>1,2</sup></b>	<b>High pressure sodium<sup>2</sup></b>	RC (5 X 5)	240 <sup>7</sup>	Pulse Start 210 Ballast/ignitor system	<b>IS Integral slipfitter (2-3/8" OD tenon)</b>	FRWB Radius wall bracket <sup>13</sup>
	<b>200M<sup>3</sup></b>			277	<b>SCWA Super SCWA pulse start ballast</b>		FSAB Steel angle bracket <sup>12</sup>
	<b>250M<sup>4</sup></b>			347	Note: For shipments to U.S. territories, SCWA must be specified to comply with EISA.		FSPB Steel square pole bracket <sup>13</sup>
	320M <sup>3</sup>	150S		480 <sup>7</sup>			FTS Tenon slipfitter (2-3/8" to 2-7/8" OD tenon) <sup>12</sup>
	350M <sup>2,3</sup>	250S		<b>TB<sup>4</sup></b>			FWPB Wood mounting bracket <sup>12</sup>
	<b>400M<sup>4</sup></b>	400S		23050HZ <sup>8</sup>			

Options	Finish <sup>18</sup>	Lamp <sup>20</sup>
<b>Shipped installed in fixture</b>	(blank) Dark bronze	LPI Lamp included
SF Single fuse (120, 277, 347V) <sup>14</sup>	DNA Natural aluminum	L/LP Less lamp
DF Double fuse (208, 240, 480V) <sup>14</sup>	DBL Black	
EC Emergency circuit <sup>15</sup>	DMB Medium bronze	
QRS Quartz restrrike system <sup>15</sup>	DWH White	
PER NEMA twist-lock photoelectric receptacle <sup>16</sup>	CR Enhanced corrosion resistance	
C62 2' 16-3 SEO cord prewired	CRT Non-stick protective coating <sup>19</sup>	
C42 2' 14-3 SEO cord prewired		
C22 2' 12-3 SEO cord prewired		
CF Charcoal filter		
CSA Listed and labeled to comply with CSA standards		
NOM NOM Certified <sup>9</sup>		
INTL Available for MH probe start shipping outside the U.S.		
REGC1 California Title 20 effective 1/1/02010		
WG Wire guard <sup>11,17</sup>		
VG Vandal guard <sup>11,17</sup>		
UV Upper visor <sup>11,17</sup>		
FV Full visor <sup>11,17</sup>		
PE1 NEMA twist-lock photocontrol (120, 208, 240V)		
PE3 NEMA twist-lock photocontrol (347V)		
PE4 NEMA twist-lock photocontrol (480V)		
PE7 NEMA twist-lock photocontrol (277V)		
SC Shorting cap for PER option		

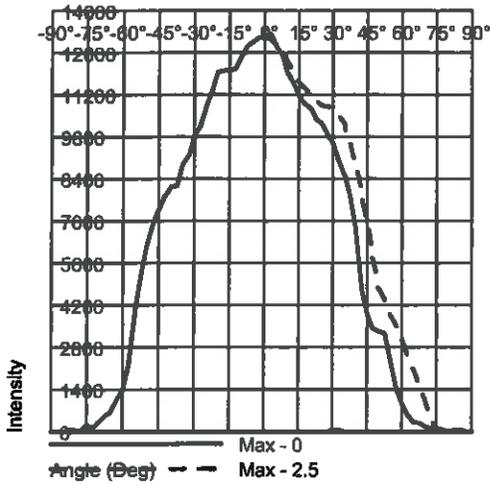
### Notes

- 1 175M SCWA not available with 480V.
- 2 These wattages do not comply with California Title 20 regulations.
- 3 Must order SCWA.
- 4 These wattages require the REGC1 option to be chosen for shipments into California for Title 20 compliance. 250M REGC1 in not available in 347 or 480V.
- 5 Not available with SCWA.
- 6 Not available with 150S.
- 7 Must specify CWI for use in Canada.
- 8 Optional multi-tap ballast (120, 208, 240, 277V). In Canada 120, 277, 347V; ships as 120/347.
- 9 Consult factory for available wattages.
- 10 May be ordered as an accessory.
- 11 Must specify finish when ordered as an accessory.
- 12 Yoke mounting only.
- 13 Requires IS or FTS slipfitter.
- 14 Must specify voltage. Not available with TB.
- 15 Maximum allowable wattage lamp included.
- 16 Photozell not included.
- 17 Prefix with TFR when ordered as an accessory. Field modification required unless ordered with fixture.
- 18 See www.lithonia.com/archcolors for additional color options.
- 19 Black finish only.
- 20 Must specify. L/LP not available with MHC.

# TFR Floodlight

**TFR 400M TA**, 400W pulse start metal halide lamp, 40,000 rated lumens, test no. 1197100301P

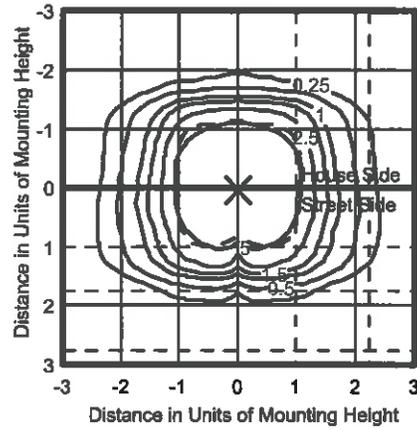
Cartesian Plot



**ISOILLUMINANCE PLOT (FC)**

Mounting Height = 20 ft.

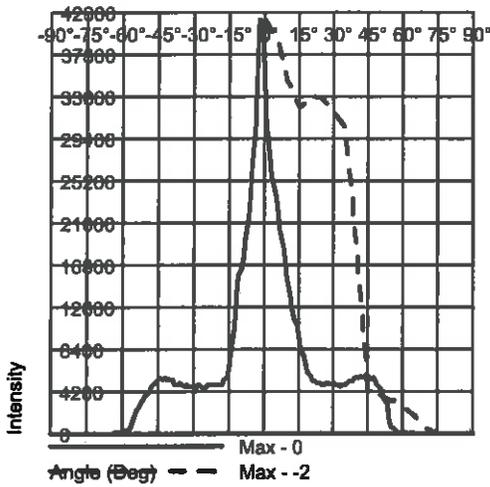
Classification: Unclassified (Type NC, Very Short), Cutoff



X Maximum Intensity  
- - - 1/2 Maximum Intensity

**TFR 400M RC**, 400W pulse start metal halide lamp, 40,000 rated lumens, test no. 1197082602P

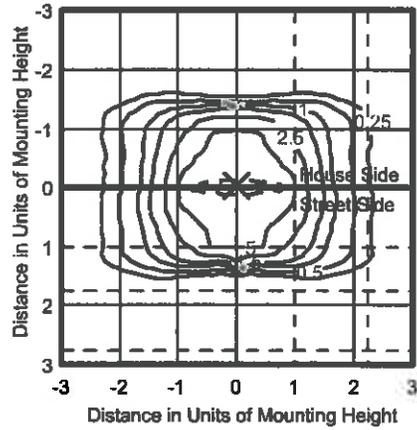
Cartesian Plot



**ISOILLUMINANCE PLOT (FC)**

Mounting Height = 20 ft.

Classification: Unclassified (Type I, Very Short), Cutoff



X Maximum Intensity  
- - - 1/2 Maximum Intensity

**Notes**

1. Photometric data for other distributions can be accessed from the Lithonia Lighting website. ([www.lithonia.com](http://www.lithonia.com))
2. For electrical characteristics, consult outdoor technical data specifications on [www.lithonia.com](http://www.lithonia.com).

**Mounting Height Correction Factor**

(Multiply the fc level by the correction factor)

15 ft. = 1.77

25 ft. = .64

30 ft. = .44

## FEATURES & SPECIFICATIONS

**INTENDED USE** — Ideal for car lots, street lighting or parking areas.

**CONSTRUCTION** — Rugged, .063" thick, aluminum rectilinear housing. Formed for weather-tight seal and integrity. Naturally anodized, extruded aluminum door frame with mitered corners, is retained with two .188" diameter hinge pins and secured with one quarter-turn, quick-release fastener. Weatherproof seal between housing and door frame is accomplished with an integrally designed, extruded silicone gasket that snaps into the door frame, and another gasket applied to the housing.

**Finish:** Standard finish is dark bronze (DDB), polyester powder finish with other architectural colors available.

**OPTICS** — Reflectors are anodized and segmented for superior uniformity and control. Reflectors attach with tool-less fasteners and are rotatable and interchangeable. Five cutoff distributions available: Type II (roadway), Type III (asymmetric), Type IV (forward throw, sharp cutoff), Type IV (wide, forward throw), Type V (square). Lens is .125" thick impact-resistant tempered glass with thermally applied silk-screened shield.

**ELECTRICAL** — Ballast: Constant wattage autotransformer for 250-400W. Super CWA pulse-start ballast required for 320W and 350W (SCWA option). Super CWA (pulse start ballast), 88% efficient and EISA legislation compliant, is required for 250-400W (SCWA option) for U.S. shipments only. CSA or INTL required for probe-start shipments outside the U.S.

Ballasts are 100% factory-tested.

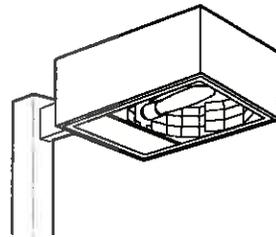
Socket is porcelain, horizontally mounted mogul base socket with copper alloy, nickel-plated screw shell and center contact. UL listed 1500W-600V.

**INSTALLATION** — Extruded aluminum arm for pole or wall mounting is shipped in fixture carton. Optional mountings available.

**LISTING** — UL listed (standard). CSA Certified (see Options). NOM Certified (see Options). UL listed for 25°C ambient temperature and wet locations. IP65 rated.

*Note: Specifications subject to change without notice.*

Catalog Number
Notes
Type <b>OG</b>



Area Lighting

# KSF2

METAL HALIDE: 250-400W

HIGH PRESSURE SODIUM: 200-400W

15' to 25' Mounting

### Specifications

EPA: 2.0 ft<sup>2</sup> (.28 m<sup>2</sup>) (includes arm)

Length: 24-19/32 (62.5)

Width: 17-25/32 (62.5)

Depth: 8-5/16 (21.1)

Arm: 4 (10.2)

\*Weight: 52 lbs (23.6 kg)

\*Weight as configured in example below. All dimensions are inches (centimeters) unless otherwise specified.



Mounting option	Drilling template
SPxx, RPxx, DA12P	5
WBxx, DA12WB	6
WWxx	7

### ORDERING INFORMATION

For shortest lead times, configure product using **bolded options**.

**Example: KSF2 400M R3 TB SCWA SP04 LPI**

KSF2		Series		Wattage		Distribution		Voltage		Ballast		Mounting					
KSF2		Metal halide		R2 Type II roadway		120 347		(blank) Magnetic		Type			Arm length <sup>9</sup>		Shipped separately		
250M <sup>1</sup> 350M <sup>2,3,4</sup>		R3 Type III asymmetric		208 <sup>6</sup> 480 <sup>6</sup>		CWI Contant wattage isolated		SP <b>Square pole</b>			04 4" arm		DA12P Degree arm, pole				
320M <sup>2,4</sup> 400M <sup>1,2</sup>		R4SC Type IV forward throw, sharp cutoff		240 <sup>6</sup> TB <sup>7</sup>		Pulse Start  E			RP Round pole			06 6" arm		DA12WB Degree arm, wall			
High pressure sodium <sup>1</sup>		R4W Type IV wide, forward throw		277 23050HZ <sup>8</sup>		SCWA Super CWA pulse-start ballast			WB Wall bracket			09 9" arm		KMA Mast arm adapter			
200S 400S		R5S Type V square				NOTE: For shipments to U.S. territories, SCWA must be specified to comply with EISA.			WW Wood pole or wall bracket			12 12" arm		KTMB Twin mounting bar			
250S																	
Options												Finish <sup>16</sup>		Lamp <sup>18</sup>			
Shipped installed in fixture				EC Emergency circuit <sup>11</sup>				Shipped separately <sup>13</sup>				(blank) Dark bronze		CR Corrosion resistant finish		LPI Lamp included	
PER NEMA twist-lock receptacle only (no photocontrol)				CSA CSA Certified				PE1 NEMA twist-lock PE (120, 208, 240V)				DWH White		CRT Non-stick protective coating <sup>17</sup>		L/LP Less lamp	
SF Single fuse (120, 277, 347V) n/a TB <sup>10</sup>				NOM NOM Certified <sup>6</sup>				PE3 NEMA twist-lock PE (347V)				DBL Black					
DF Double fuse (208, 240, 480V) n/a TB <sup>10</sup>				INTE Available for MH probe-start shipping outside the U.S.				PE4 NEMA twist-lock PE (480V)				DMB Medium bronze					
QRS Quartz restrike system <sup>11</sup>				KW1 KiloWatch <sup>12</sup> 120V control relay <sup>12</sup>				PE7 NEMA twist-lock PE (277V)				DNA Natural aluminum					
QRSTD QRS time delay <sup>11</sup>				KW4 KiloWatch <sup>12</sup> 277V control relay <sup>12</sup>				SC Shorting cap for PER option									
				REGC1 California Title 20 effective 1/1/2010				HS House side shield (R2, R3) <sup>14,15</sup>									
								VG Vandal guard <sup>14</sup>									

### Notes

- These wattages require the REGC1 option to be chosen for shipments into California for Title 20 compliance. 250MREGC1 is not available in 347V or 480V.
- Use reduced jacketed lamp.
- Must be ordered with SCWA.
- These wattages do not comply with California Title 20 regulations.
- Not available with SCWA.
- Must specify CWI for use in Canada.
- Optional multi-tap ballast (120, 208, 240, 277V); (120, 277, 347V in Canada).
- Consult factory for available wattages.
- Use 9" arm when two or more luminaires are oriented on a 90° drilling pattern.
- Must specify voltage. Not available with TB.
- Maximum allowable wattage lamp included.
- KiloWatch<sup>12</sup> controls are available only with 250S or 400S.
- May be ordered as an accessory.
- Prefix with KSF2 when ordering as an accessory.
- Available with R2 and R3 distributions only.
- See [www.lithonia.com/archcolors](http://www.lithonia.com/archcolors) for additional color options.
- Black finish only.
- Must be specified.
- Must use RP09 or RP12.

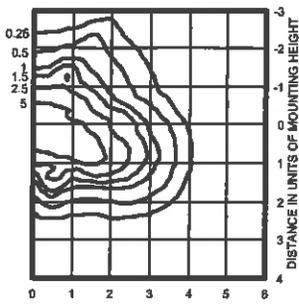
Accessories: Tenon Mounting Slipfitter						
Number of fixtures						
Tenon O.D.	One	Two@180°	Two@90° <sup>19</sup>	Three@120°	Three@90° <sup>19</sup>	Four@90° <sup>19</sup>
2-3/8" (6)	T20-190	T20-280	T20-290	T20-320	T20-390	T20-490
2-7/8" (7.3)	T25-190	T25-280	T25-290	T25-320	T25-390	T25-490
4" (10.2)	T35-190	T35-280	T35-290	T35-320	T35-390	T35-490

# KSF2 Arm-Mounted Rectilinear Cutoff Lighting

## Coefficient of Utilization

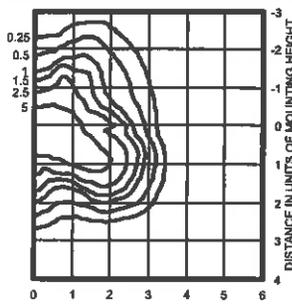
### Initial Footcandles

**KSF2 400M R2 TEST NO: 1193031801P**  
ISOILLUMINANCE PLOT (Footcandle)



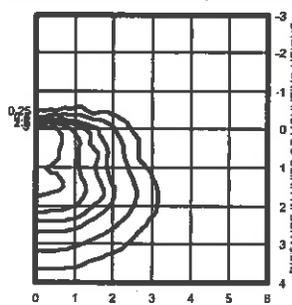
400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.  
Classification: Type II, Short, Full Cutoff

**KSF2 400M R3 TEST NO: 1194100501P**  
ISOILLUMINANCE PLOT (Footcandle)



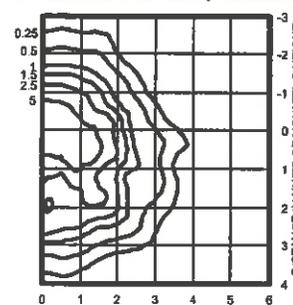
400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.  
Classification: Type III, Short, Full Cutoff

**KSF2 400M R4SC TEST NO: 1193041301P**  
ISOILLUMINANCE PLOT (Footcandle)



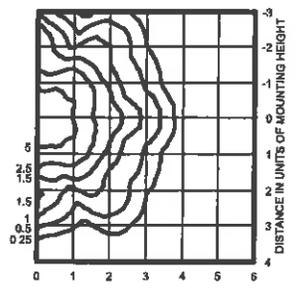
400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.  
Classification: Unclassified (Type IV, Very Short), Full Cutoff

**KSF2 400M R4W TEST NO: LTL8509P**  
ISOILLUMINANCE PLOT (Footcandle)



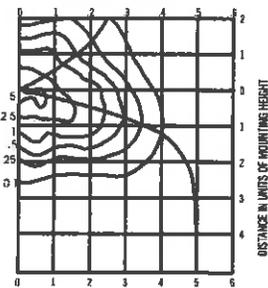
400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.  
Classification: Type IV, Short, Full Cutoff

**KSF2 400M R5S TEST NO: 1193051801P**  
ISOILLUMINANCE PLOT (Footcandle)



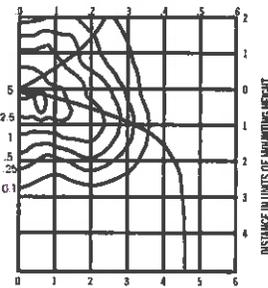
400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.  
Classification: Unclassified (Type IV, Very Short), Full Cutoff

**KSF2 400S R2 Test No. 1193031601**  
COEFFICIENT OF UTILIZATION



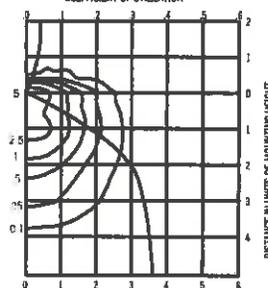
400W High Pressure Sodium lamp, 50000 rated lumens. Footcandle values based on 35' mounting height, Distribution II, cutoff.

**KSF2 400S R3 Test No. TEST NO. 1194091501**  
COEFFICIENT OF UTILIZATION



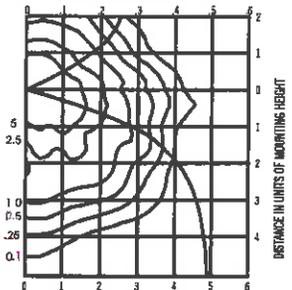
400W High Pressure Sodium lamp, rated lumens. Footcandle values based on 35' mounting height, Distribution III, cutoff.

**KSF2 400S R4SC Test No. 1193042201**  
COEFFICIENT OF UTILIZATION



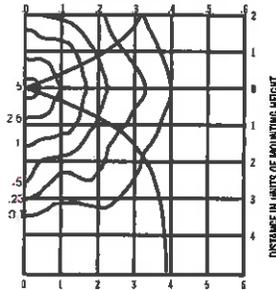
400W High Pressure Sodium lamp, 50000 rated lumens. Footcandle values based on 35' mounting height, Distribution IV, sharp cutoff.

**KSF2 400S R4W Test No. LTL8506**  
COEFFICIENT OF UTILIZATION



400W High Pressure Sodium lamp, 50000 rated lumens. Footcandle values based on 20' mounting height, Distribution IV wide, forward throw.

**KSF2 400S R5S Test No. 1193051704**  
COEFFICIENT OF UTILIZATION



400W High Pressure Sodium lamp, 50000 rated lumens. Footcandle values based on 35' mounting height, Distribution V, cutoff.

### NOTES:

- 1 Photometric data for other distributions can be accessed from the Lithonia Lighting website. ([www.Lithonia.com](http://www.Lithonia.com))
- 2 For electrical characteristics, consult outdoor technical data specification sheets on [www.Lithonia.com](http://www.Lithonia.com).
- 3 Tested to current IES and NEMA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory and actual field measurements. Dimensions and specifications are based on the most current available data and are subject to change.

### Mounting Height Correction Factor

(Multiply the fc level by the correction factor)

35' mounting height	20' mounting height
15 ft. = 5.4	15 ft. = 1.78
30 ft. = 1.36	30 ft. = 0.45
40 ft. = 0.77	40 ft. = 0.25

$$\left( \frac{\text{Existing Mounting Height}}{\text{New Mounting Height}} \right)^2 = \text{Correction Factor}$$

Catalog Number	
Notes	Type OG

## FEATURES & SPECIFICATIONS

**CONSTRUCTION** — Weldable-grade, hot-rolled, commercial-quality carbon steel tubing with a minimum yield of 55,000 psi (11-gauge), or 50,000 psi (7-gauge). Uniform wall thickness of .125" or .188". Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4, 5 and 6 inches.

Anchor base is fabricated from hot-rolled carbon steel plate conforming to ASTM A36, that meets or exceeds a minimum-yield strength of 36,000 psi. Base plate and shaft are circumferentially welded top and bottom. Base cover is finished to match pole.

A handhole having nominal dimensions of 3" x 5" for all shafts. Included is a cover with attachment screws.

Top cap provided with all drill-mount poles.

Fasteners are high-strength galvanized, zinc-plated or stainless steel.

Finish: Must specify finish.

Grounding: Provision located immediately inside handhole rim. Grounding hardware is not included (provided by others).

Anchor Bolts: Top portion of anchor bolt is galvanized per ASTM A-153. Made of steel rod having a minimum yield strength of 55,000 psi.



Anchor Base Poles

# SSS

SQUARE STRAIGHT STEEL

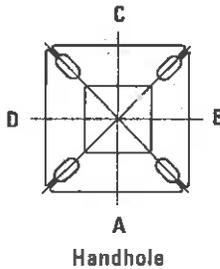
## ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: SSS 20 5C DM19 DDB

SSS	25	5C	DM19		DDB
Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness	Mounting <sup>1</sup>	Options	Finish <sup>7</sup>
SSS	10 - 39 feet (see back page.)	(See back page.)	Tenon mounting	Shipped installed	Standard colors
			PT Open top	L/AB Less anchor bolts	DOB Dark bronze
			T20 2-3/8" O.D. (2" NPS)	VD Vibration damper	DWH White
			T25 2-7/8" O.D. (2-1/2" NPS)	TP Tamper proof	DBL Black
			T30 3-1/2" O.D. (3" NPS)	H1-18Sxx Horizontal arm bracket (1 fixture) <sup>4,5</sup>	DMB Medium bronze
			T35 4" O.D. (3-1/2" NPS)	FDLxx Fastoon outlet less electrical <sup>4</sup>	DNA Natural aluminum
			Drill mounting <sup>2</sup>	CPL12xx 1/2" coupling <sup>4</sup>	GALV Galvanized finish
			DM19 1 at 90°	CPL34xx 3/4" coupling <sup>4</sup>	Classic colors
			DM28 2 at 180°	CPL1xx 1" coupling <sup>4</sup>	DSS Sandstone
			DM28PL 2 at 180° with one side plugged	NPL12xx 1/2" threaded nipple <sup>4</sup>	DGC Charcoal gray
			DM29 2 at 90°	NPL34xx 3/4" threaded nipple <sup>4</sup>	OTG Tennis green
			DM39 3 at 90°	NPL1xx 1" threaded nipple <sup>4</sup>	DBR Bright red
			DM49 4 at 90°	EHHxx Extra handhole <sup>4,6</sup>	DSB Steel blue
			AERIS™/OMERO™ Drill mounting <sup>2</sup>		Architectural colors (powder finish) <sup>7</sup>
			DM19AS 1 at 90°		
			DM28AS 2 at 180°		
			DM29AS 2 at 90°		
			DM39AS 3 at 90°		
			DM49AS 4 at 90°		
			AERIS™ Suspend drill mounting <sup>2,3</sup>		
			DM19AST_ 1 at 90°		
			DM28AST_ 2 at 180°		
			DM29AST_ 2 at 90°		
			DM39AST_ 3 at 90°		
			DM49AST_ 4 at 90°		
			OMERO™ Suspend drill mounting <sup>2,3</sup>		
			DM19MRT_ 1 at 90°		
			DM28MRT_ 2 at 180°		
			DM29MRT_ 2 at 90°		
			DM39MRT_ 3 at 90°		
			DM49MRT_ 4 at 90°		

## HANDHOLE ORIENTATION



### NOTES:

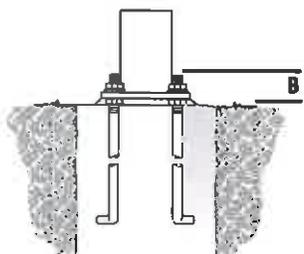
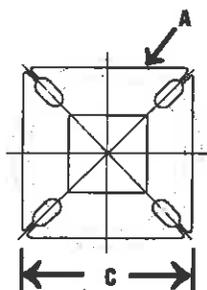
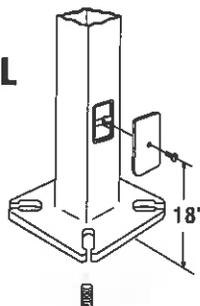
- When ordering tenon mounting and drill mounting for the same pole, follow this example: DM28/T20. The combination includes a required extra handhole.
- The drilling template to be used for a particular luminaire depends on the luminaire that is used. Refer to the Technical Data Section of the Outdoor Binder for Drilling Templates.
- Insert "1" or "2" to designate fixture size; e.g. DM19AST2.
- Specify location and orientation when ordering option.
  - For 1st "x": Specify the height in feet above base of pole.  
Example: 5ft = 5 and 20ft = 20
  - For 2nd "x": Specify orientation from handhole (A,B,C,D)  
Refer to the Handhole Orientation diagram above.
- Horizontal arm is 18" x 2-3/8" O.D. tenon standard.
- Combination of tenon-top and drill mount includes extra handhole.
- Additional colors available; see [www.lithonia.com/archcolors](http://www.lithonia.com/archcolors) or Architectural Colors brochure (Form No. 794.3). Powder finish standard.

# SSS Square Straight Steel Poles

## TECHNICAL INFORMATION

Catalog Number	Nominal shaft length (feet)	Pole Shaft Size (in x ft)	Wall Thickness (inches)	Gauge	EPA (ft <sup>2</sup> ) with 1.3 gust						Bolt Circle (inches)	Bolt Size (in. x in. x in.)	Approximate ship weight (pounds)
					80 mph	Max. weight	90 mph	Max. weight	100 mph	Max. weight			
SSS 10 4C	10	4.0 x 10.0	0.125	11	30.6	765	23.8	595	18.9	473	8--9	3/4 x 18 x 3	75
SSS 12 4C	12	4.0 x 12.0	0.125	11	24.4	610	18.8	470	14.8	370	8--9	3/4 x 18 x 3	90
SSS 14 4C	14	4.0 x 14.0	0.125	11	19.9	498	15.1	378	11.7	293	8--9	3/4 x 18 x 3	100
SSS 16 4C	16	4.0 x 16.0	0.125	11	15.9	398	11.8	295	8.9	223	8--9	3/4 x 18 x 3	115
SSS 18 4C	18	4.0 x 18.0	0.125	11	12.6	315	9.2	230	6.7	168	8--9	3/4 x 18 x 3	125
SSS 20 4C	20	4.0 x 20.0	0.125	11	9.6	240	6.7	167	4.5	150	8--9	3/4 x 18 x 3	140
SSS 20 4G	20	4.0 x 20.0	0.188	7	14.0	350	11.0	275	8.0	200	8--9	3/4 x 30 x 3	198
SSS 20 5C	20	5.0 x 20.0	0.125	11	17.7	443	12.7	343	9.4	235	10--12	1 x 36 x 4	185
SSS 20 5G	20	5.0 x 20.0	0.188	7	28.1	703	21.4	535	16.2	405	10--12	1 x 36 x 4	265
SSS 25 4C	25	4.0 x 25.0	0.125	11	4.8	150	2.6	100	1.0	50	8--9	3/4 x 18 x 3	170
SSS 25 4G	25	4.0 x 25.0	0.188	7	10.8	270	7.7	188	5.4	135	8--9	3/4 x 30 x 3	245
SSS 25 5C	25	5.0 x 25.0	0.125	11	9.8	245	6.3	157	3.7	150	10--12	1 x 36 x 4	225
SSS 25 5G	25	5.0 x 25.0	0.188	7	18.5	463	13.3	333	9.5	238	10--12	1 x 36 x 4	360
SSS 30 4G	30	4.0 x 30.0	0.188	7	6.7	168	4.4	110	2.6	65	8--9	3/4 x 30 x 3	295
SSS 30 5C	30	5.0 x 30.0	0.125	11	4.7	150	2.0	50	--	--	10--12	1 x 36 x 4	265
SSS 30 5G	30	5.0 x 30.0	0.188	7	10.7	267	6.7	167	3.9	100	10--12	1 x 36 x 4	380
SSS 30 6G	30	6.0 x 30.0	0.188	7	19.0	475	13.2	330	9.0	225	11--13	1 x 36 x 4	520
SSS 35 5G	35	5.0 x 35.0	0.188	7	5.9	150	2.5	100	--	--	10--12	1 x 36 x 4	440
SSS 35 6G	35	6.0 x 35.0	0.188	7	12.4	310	7.6	190	4.2	105	11--13	1 x 36 x 4	540
SSS 39 6G	39	6.0 x 39.0	0.188	7	7.2	180	3.0	75	--	--	11--13	1 x 36 x 4	605

### BASE DETAIL



Shaft base size	Bolt circle A	Bolt projection B	Base square	Pole Data			
				Template description	Anchor bolt description	Anchor bolt and template number	
4"C	8-1/2"	2-3/4"-4"	8"	ABTEMPLATE PJ50004	AB18-0	ABSSS-4C	
4"G	8-1/2"	2-3/4"-4"	8"	ABTEMPLATE PJ50004	AB30-0	ABSSS-4G	
5"	10"-12"	3-3/8"-4"	11"	ABTEMPLATE PJ50010	AB36-0	ABSSS-5	
6"	11"-13"	3-3/8"-4"	12-1/2"	ABTEMPLATE PJ50011	AB36-0	N/A	

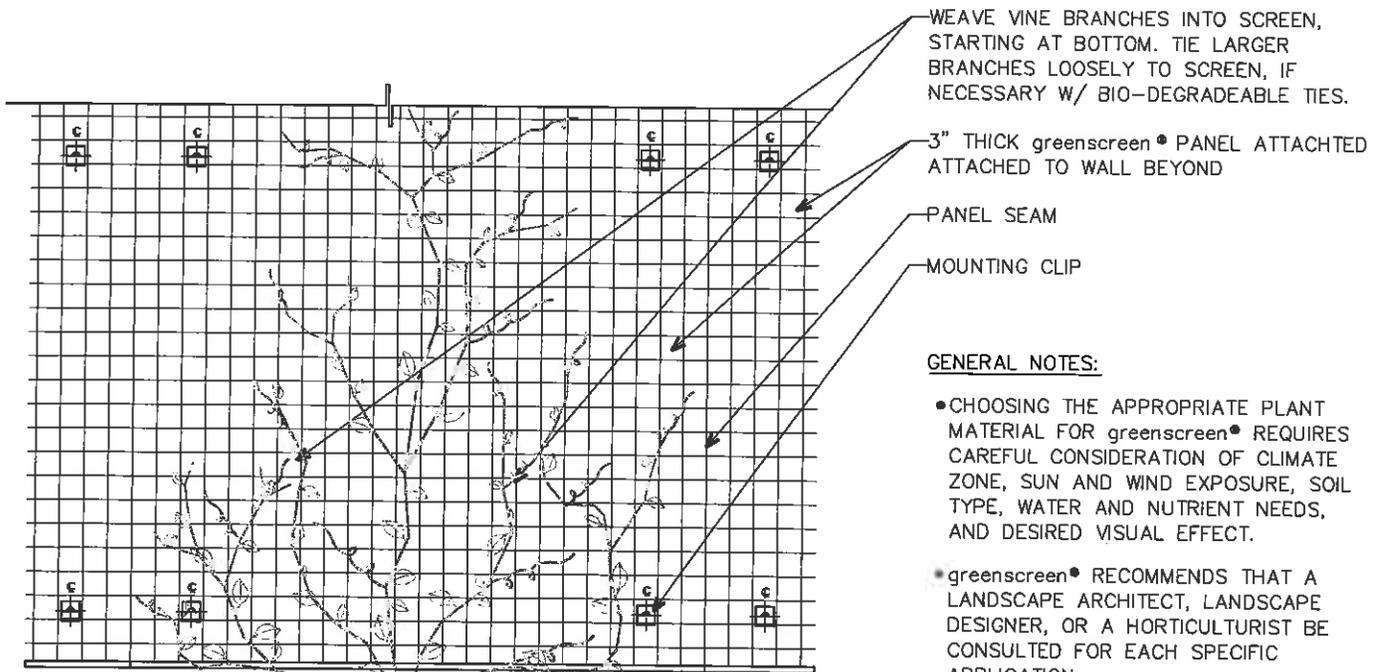
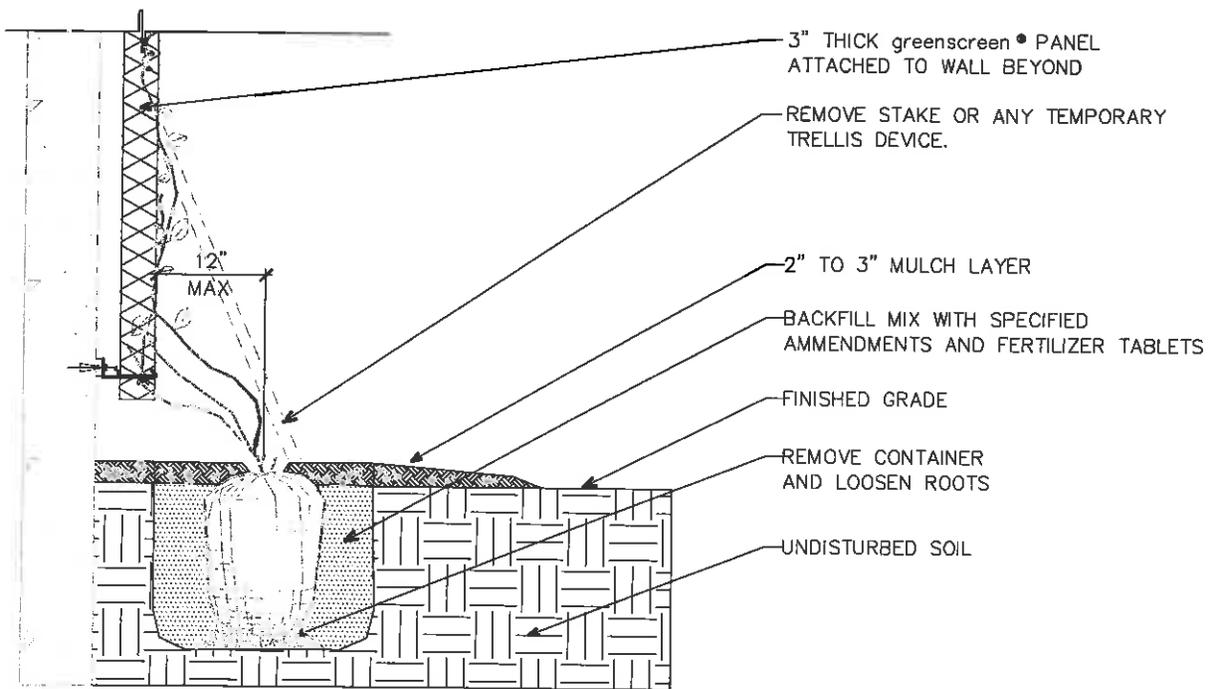
#### IMPORTANT INSTALLATION NOTES:

- Do not erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.

#### IMPORTANT:

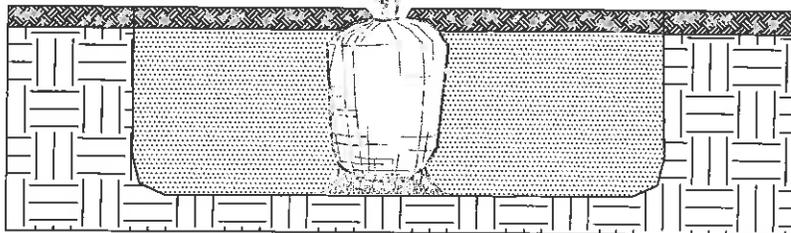
- These specifications are intended for general purposes only. Lithonia reserves the right to change material or design, without prior notice, in a continuing effort to upgrade its products.





**GENERAL NOTES:**

- CHOOSING THE APPROPRIATE PLANT MATERIAL FOR greenscreen® REQUIRES CAREFUL CONSIDERATION OF CLIMATE ZONE, SUN AND WIND EXPOSURE, SOIL TYPE, WATER AND NUTRIENT NEEDS, AND DESIRED VISUAL EFFECT.
- greenscreen® RECOMMENDS THAT A LANDSCAPE ARCHITECT, LANDSCAPE DESIGNER, OR A HORTICULTURIST BE CONSULTED FOR EACH SPECIFIC APPLICATION.
- PLANT VINES PER LANDSCAPE PLANS. TYPICAL SPACING VARIES FROM 1' TO 4' O.C. DEPENDING UPON VINE SPECIES AND CONTAINER SIZE.
- IRRIGATION WILL BE REQUIRED IN MOST CLIMATE ZONES. INSTALL PER LANDSCAPE PLANS.
- greenscreen® DOES NOT SUPPLY PLANT MATERIAL.



# greenscreen® VINE PLANTING DETAIL

SECTION AND ELEVATION - TYPICAL FOR WALL MOUNTED APPLICATION  
 DETAIL SIMILAR FOR POST MOUNTED PANELS.

SCALE = 3/4": 1'-0"





High Roof/ Parapet	22' - 6"	
T/ Rear Parapet	21' - 4"	
T/ North Parapet	16' - 6"	
T/ D.T. Overhang	14' - 0"	
T/ Low Canopy	10' - 6"	
B/ Low Canopy	10' - 0"	
T/ Brick Sill	3' - 0"	
Grade	0"	

**NOTES:**

1. BUILDING PARAPETS PROVIDE FULL SCREENING OF ROOF TOP UNITS.
2. ACTUAL COLORS OF BRICK, STONE, ACCENT BANDING AND ROOF MATERIALS WILL BE MATCHED TO EXISTING BUILDINGS.

- A - Brick: See Note Above
- B - Flat Seamless Fabric Awning - Color: Black
- C - Prefinished Metal Canopy - Color: Dark Bronze
- D - Steel Storefront - Color: Dark Bronze
- E - Stone
- F - Metal Panel - Color: Dark Bronze
- G - Green Wall - Stainless Steel Frame
- H - Perforated Metal Screen - Dark Bronze



ITEM G (GREEN WALL) DETAIL

**EAST ELEVATION**

**WILLOWBROOK, IL-# 2995**

**OCTOBER 19, 2012**

REVISED PER VILLAGE COMMENTS





High Roof/ Parapet	22' - 6"	
T/ Rear Parapet	21' - 4"	
B/ Joist Brg (L.P.)	15' - 0"	
T/ D.T. Overhang	14' - 0"	
B/ D.T. Overhang	12' - 8"	
T/ Awning	11' - 6"	
B/ Low Canopy	10' - 0"	
T/ Brick Sill	3' - 0"	

NOTES:  
 1. BUILDING PARAPETS PROVIDE FULL SCREENING OF ROOF TOP UNITS.  
 2. ACTUAL COLORS OF BRICK, STONE, ACCENT BANDING AND ROOF MATERIALS WILL BE MATCHED TO EXISTING BUILDINGS.

- A - Brick: See Note Above
- B - Flat Seamless Fabric Awning - Color: Black
- C - Prefinished Metal Canopy - Color: Dark Bronze
- D - Steel Storefont - Color: Dark Bronze
- E - Stone
- F - Metal Panel - Color: Dark Bronze
- G - Green Wall - Stainless Steel Frame
- H - Perforated Metal Screen - Dark Bronze



ITEM G (GREEN WALL) DETAIL

**NORTH ELEVATION**  
**WILLOWBROOK, IL-# 2995**

**OCTOBER 19, 2012**  
 REVISED PER VILLAGE COMMENTS



 **ChipmanDesign**  
 Architecture Inc.  
 2790 S. River Road, Suite 300  
 Oak Park, Illinois 60458  
 T 847.298.4900 F 847.298.4966



- High Roof/ Parapet 22' - 6"
- T/ North Parapet 16' - 6"
- T/ Soldier 15' - 0"
- T/ Low Canopy 10' - 6"
- B/ Low Canopy 10' - 0"
- T/ Brick Sill 3' - 0"
- Grade 0"

NOTES:  
 1. BUILDING PARAPETS PROVIDE FULL SCREENING OF ROOF TOP UNITS.  
 2. ACTUAL COLORS OF BRICK, STONE, ACCENT BANDING AND ROOF MATERIALS WILL BE MATCHED TO EXISTING BUILDINGS.

- A - Brick: See Note Above
- B - Flat Seamless Fabric Awning - Color: Black
- C - Prefinished Metal Canopy - Color: Dark Bronze
- D - Steel Storefront - Color: Dark Bronze
- E - Stone
- F - Metal Panel - Color: Dark Bronze
- G - Green Wall - Stainless Steel Frame
- H - Perforated Metal Screen - Dark Bronze

**SOUTH ELEVATION**  
**WILLOWBROOK, IL-# 2995**

**OCTOBER 19, 2012**  
 REVISED PER VILLAGE COMMENTS



**CD** ChipmanDesign  
 Architecture Inc.  
 2700 S. River Road, Suite 400  
 Des Plaines, Illinois 60018  
 T 847.293.6900 F 847.293.1764



- High Roof/ Parapet 22' - 6"
- T/ Rear Parapet 21' - 4"
- T/ North Parapet 16' - 6"
- B/ D.T. Overhang 12' - 8"
- B/ Low Canopy 10' - 0"
- T/ Brick Sill 3' - 0"
- Grade 0"

**NOTES:**

1. BUILDING PARAPETS PROVIDE FULL SCREENING OF ROOF TOP UNITS.
2. ACTUAL COLORS OF BRICK, STONE, ACCENT BANDING AND ROOF MATERIALS WILL BE MATCHED TO EXISTING BUILDINGS.

- A - Brick: See Note Above
- B - Flat Seamless Fabric Awning - Color: Black
- C - Prefinished Metal Canopy - Color: Dark Bronze
- D - Steel Storefront - Color: Dark Bronze
- E - Stone
- F - Metal Panel - Color: Dark Bronze
- G - Green Wall - Stainless Steel Frame
- H - Perforated Metal Screen - Dark Bronze

**WEST ELEVATION**

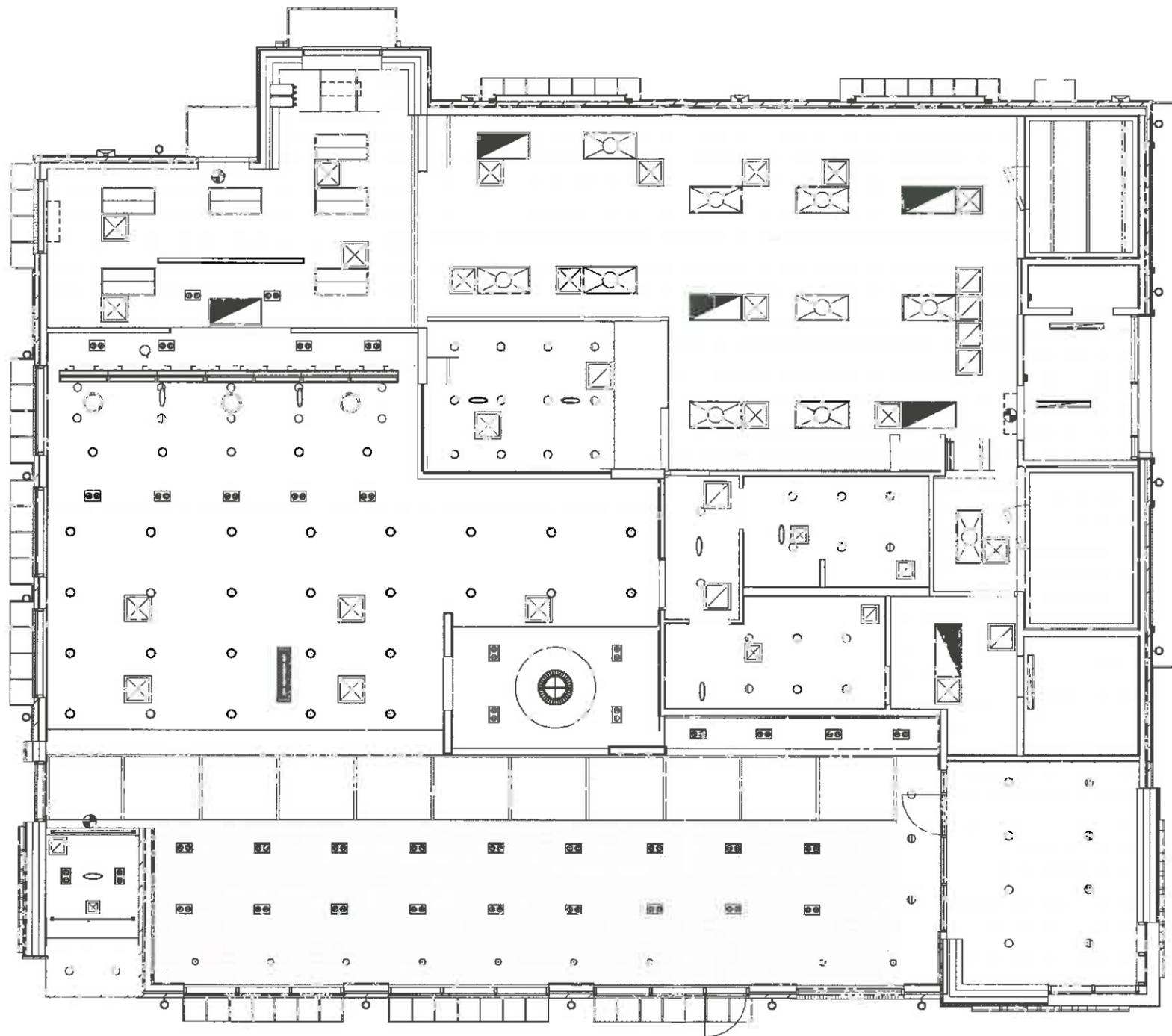
**WILLOWBROOK, IL-# 2995**

**OCTOBER 19, 2012**

REVISED PER VILLAGE COMMENTS







① RCP - FIRST FLOOR  
1" = 10'-0"

WILLOWBROOK, IL-# 2995

OCTOBER 19, 2012

REVISED PER VILLAGE COMMENTS



 **ChipmanDesign**  
Architecture Inc.  
2700 S. River Road, Suite 400  
Des Plaines, Illinois 60018  
T: 847.398.8900 F: 847.398.6966

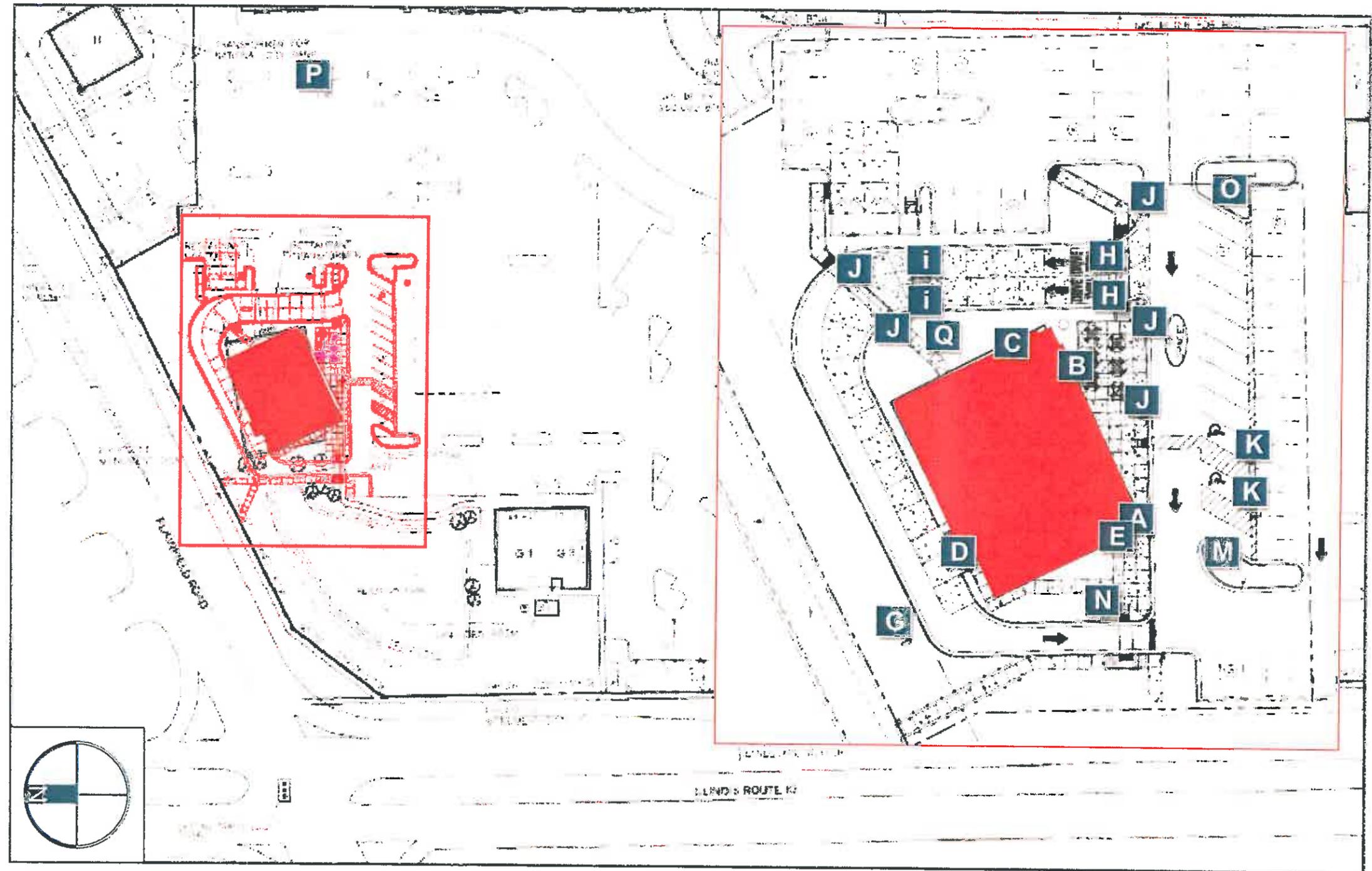


**WILLOWBROOK, IL**  
**#2995**





- A** Flush / HaloLit Sign- 34.03 sq ft
- B** Channel Letter Sign- 58.75 sq ft
- C** Channel Letter Sign- 58.75 sq ft
- D** Channel Letter Sign- 37.67 sq ft
- E** Channel Letter Sign- 37.67 sq ft
- F** Awnings
- G** Monument Sign - 49.06 sq ft
- H** Clearance Bar
- i** Menu Board - Digital Display
- J** DOT Signage - Pedestrian Crosswalk
- K** DOT Signage - HP
- L** DOT Signage - Stop Sign
- M** DOT Signage - Do Not Enter
- N** DOT Signage - Do Not Enter/Stop/Ped Xing
- O** S/F Drive Thru Directional Sign
- P** D/F Enter Directional Sign
- Q** Flag Pole



Client: Chick-Fil-A  
 Site #: CF-2995  
 Address: 7101 Kingery Hwy  
 Willowbrook, IL 60527  
 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.

AnchorSign  
 1.800.213.3331

<b>Sign A</b>	
Sign:	70" Chick-Fil-A Logo
Sign Type:	Single-Face Wall Sign, routed alum face
Illumination:	Halo Illumination w/ white LED's
Square Footage:	34.03
To Grade:	Top of sign to grade = 18'-6" Bottom of sign to grade = 12'-8"

<b>Sign B</b>	
Sign:	60" Chick-fil-A
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	58.75
To Grade:	Top of Sign To Grade = 18'-8" Bottom of Sign To Grade = 13'-8"

<b>Awnings F</b>	
Awning Type:	Staple Frame Awning
Illumination:	Non-Illuminated
To Grade:	Bottom of Awning to Grade = 8'-9 1/2" typ



**Front Elevation (South)**

Scale: 1/8" = 1'-0"

Allowable Square Footage this Elevation:	101.54
(85'-6" x 1.25) - 5%	
Actual Square Footage this Elevation:	92.78



Client:	Chick-Fil-A
Site #:	CF-2995
Address:	7101 Kingery Hwy Willowbrook, IL 60527 Willowbrook FSU

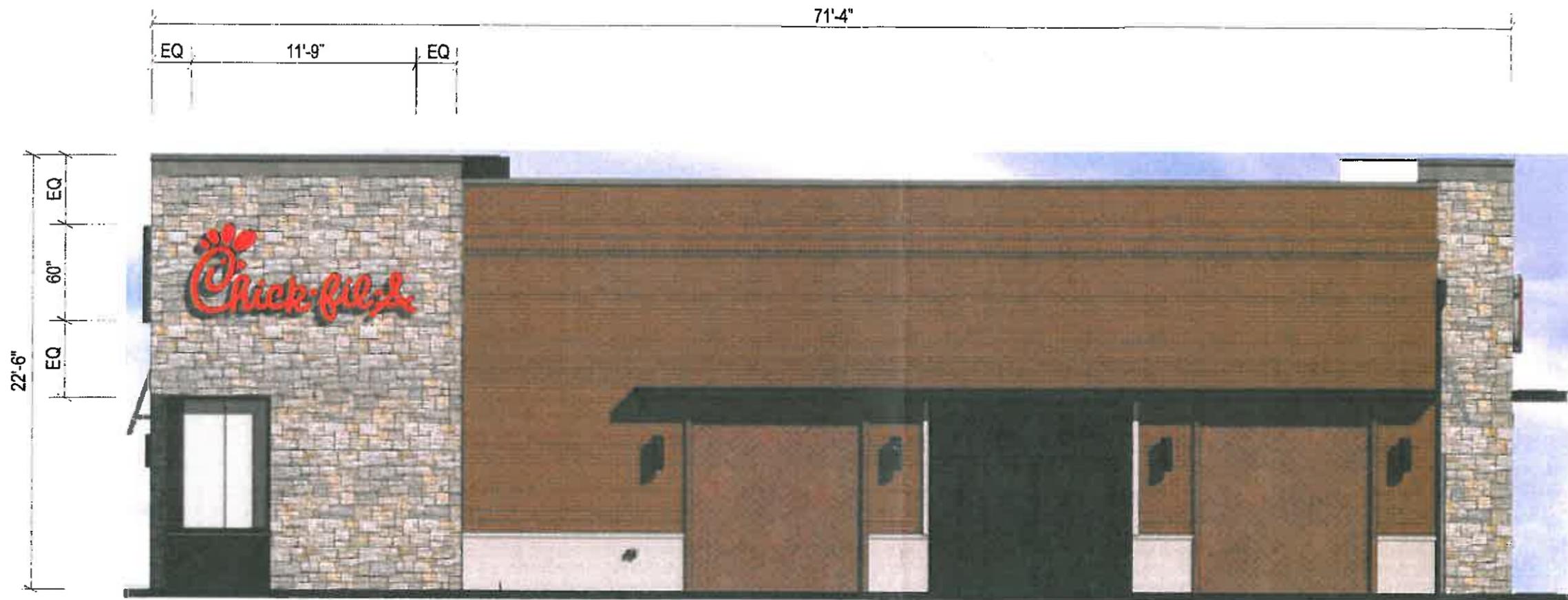
REVISION INFO	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



**Sign C**

Sign:	60" Chick-fil-A
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	58.75
To Grade:	Top of Sign To Grade = 18'-8" Bottom of Sign To Grade = 13'-8"



**Right Elevation (East)**

Scale: 1/8" = 1'-0"

Allowable Square Footage this Elevation:	84.71
(71'-4" x 1.25) - 5%	
Actual Square Footage this Elevation:	58.75



Client:	Chick-Fil-A
Site #:	CF-2995
Address:	7101 Kingery Hwy Willowbrook, IL 60527 Willowbrook FSU

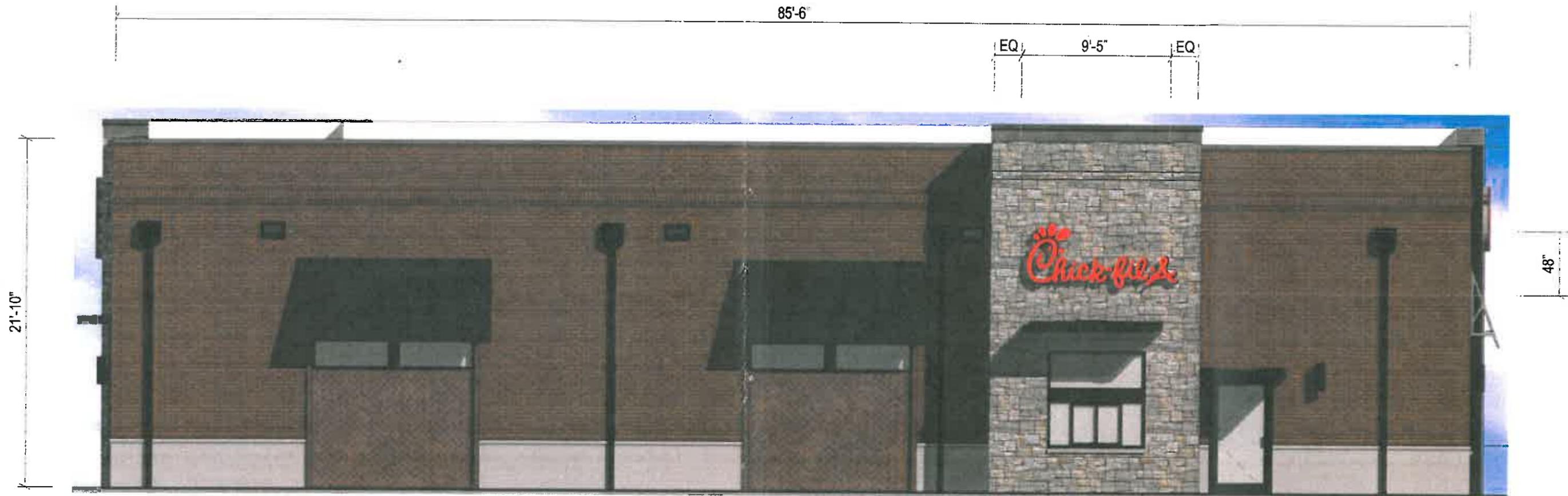
REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



**Sign D**

Sign:	48" Chick-fil-A
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	37.67
To Grade:	Top of Sign To Grade = 16'-4" Bottom of Sign To Grade = 12'-4"



**Rear Elevation (North)**

Scale: 1/8" = 1'-0"

Allowable Square Footage this Elevation:	101.54
(85'-6" x 1.25) - 5%	
Actual Square Footage this Elevation:	37.67



Client:	Chick-Fil-A
Site #:	CF-2995
Address:	7101 Kingery Hwy Willowbrook, IL 60527 Willowbrook FSU

REVISION INFO	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.

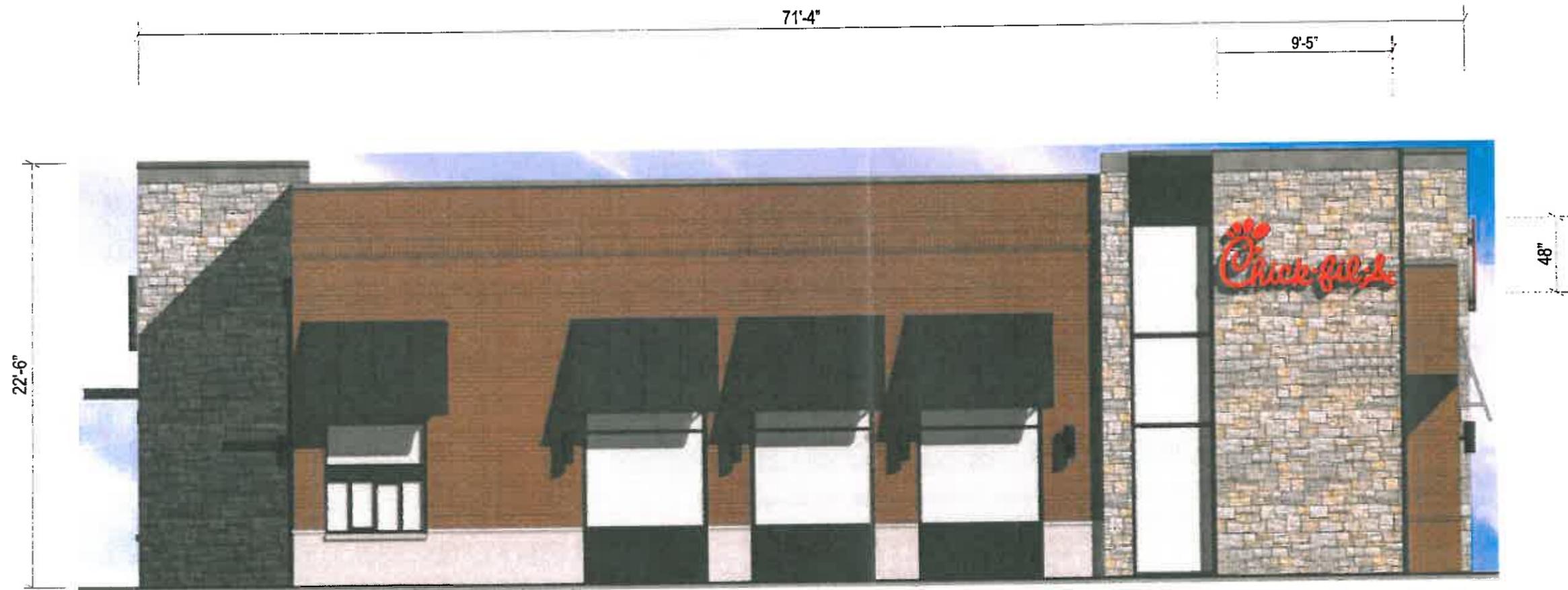
1.800.213.3331

**Sign E**

Sign:	48" Chick-fil-A
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	37.67
To Grade:	Top of Sign To Grade = 21'-8" Bottom of Sign To Grade = 16'-8"

**Awnings F**

Awning Type:	Staple Frame Awning
Illumination:	Non-Illuminated
To Grade:	Bottom of Awning to Grade = 8'-9 1/2" typ



**Left Elevation (West)**

Scale: 1/8" = 1'-0"

Allowable Square Footage this Elevation:	<b>84.71</b>
(71'-4" x 1.25) - 5%	
Actual Square Footage this Elevation:	<b>37.67</b>



Client:	Chick-Fil-A
Site #:	CF-2995
Address:	7101 Kingery Hwy Willowbrook, IL 60527 Willowbrook FSU

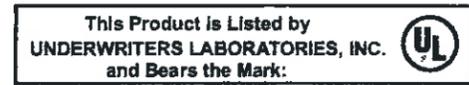
REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.

**AnchorSign.**  
1.800.213.3331

**Sign A**

Sign:	70" Chick-Fil-A Logo
Sign Type:	Single-Face Wall Sign, routed alum face
Illumination:	Halo Illumination w/ white LED's
Square Footage:	34.03
To Grade:	Top of sign to grade = 18'-6" Bottom of sign to grade = 12'-8"



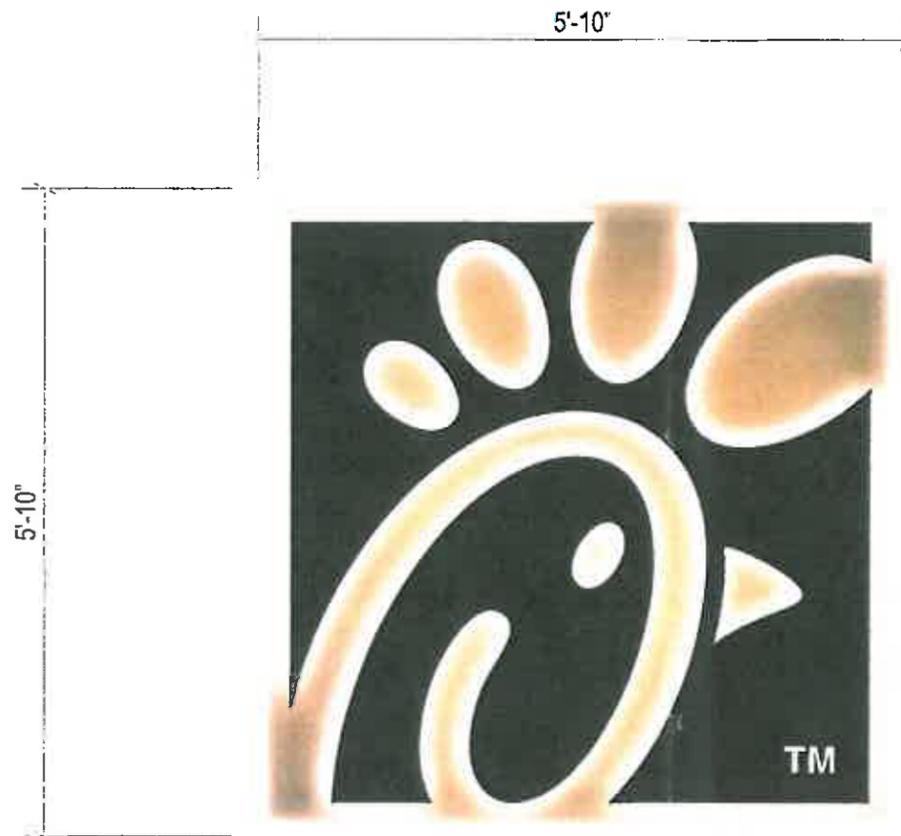
**Electrical:**

White LEDs  
 (X) 60w Transformer  
 Total Amps: X.XX  
 (1) 20 amp 120V Circuit Req.

**General Notes:**

This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

- 1) Grounded and bonded per NEC 600.7/NEC 250
- 2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- 3) Sign is to be UL listed per NEC 600.3
- 4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer\*  
 \*For multiple signs, a disconnect is permitted but not required for each section

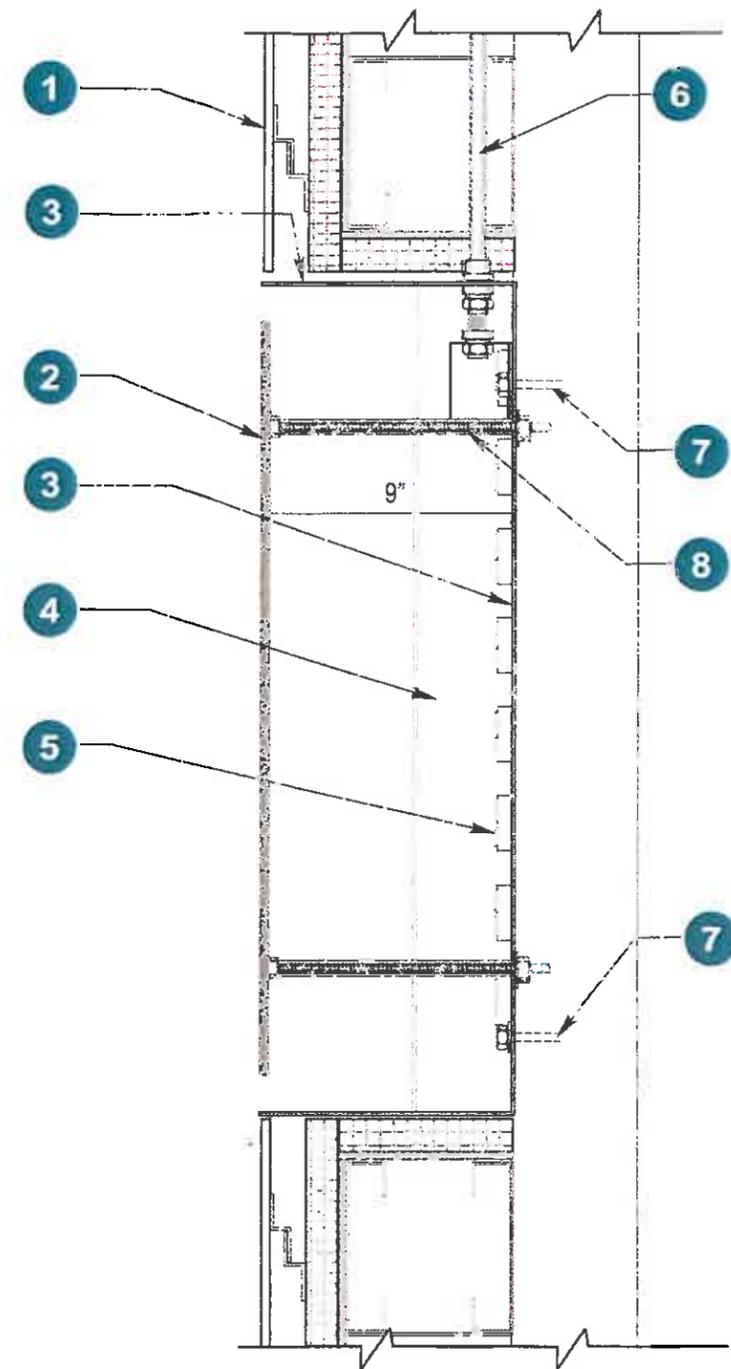


**Sign Layout Detail**

Scale: 1/2" = 1'-0"

**Specifications: Wall Sign, Acrylic Face w/ Aluminum inserts**

1. Existing Facade: Steel Panel w/ "z" Clips/ Weather Membrane/ Air Gap/ Rigid Insulation/ Exterior Sheathing/ Metal Box Beam & framing
2. 3/8" Aluminum face
3. 0.080" aluminum returns and backing painted (interior ptd reflective white)
4. .063" Aluminum lightbox painted white with white lexan face
5. White LEDs
6. Primary electrical feed
7. Mounting hardware to suit
8. Pin mounts with 3/8" threaded rod



**Section @ Recessed Sign Cabinet**

Wall Mount - LED

Scale: 1 1/2" = 1'-0"



Client: Chick-Fil-A  
 Site #: CF-2995  
 Address: 7101 Kingery Hwy  
 Willowbrook, IL 60527  
 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



<b>Sign B</b>	Sign: 60" Chick-fil-A
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	58.75
To Grade:	Top of Sign To Grade = 18'-8" Bottom of Sign To Grade = 13'-8"

<b>Sign C</b>	Sign: 60" Chick-fil-A
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	58.75
To Grade:	Top of Sign To Grade = 18'-8" Bottom of Sign To Grade = 13'-8"



**Sign Layout Detail**

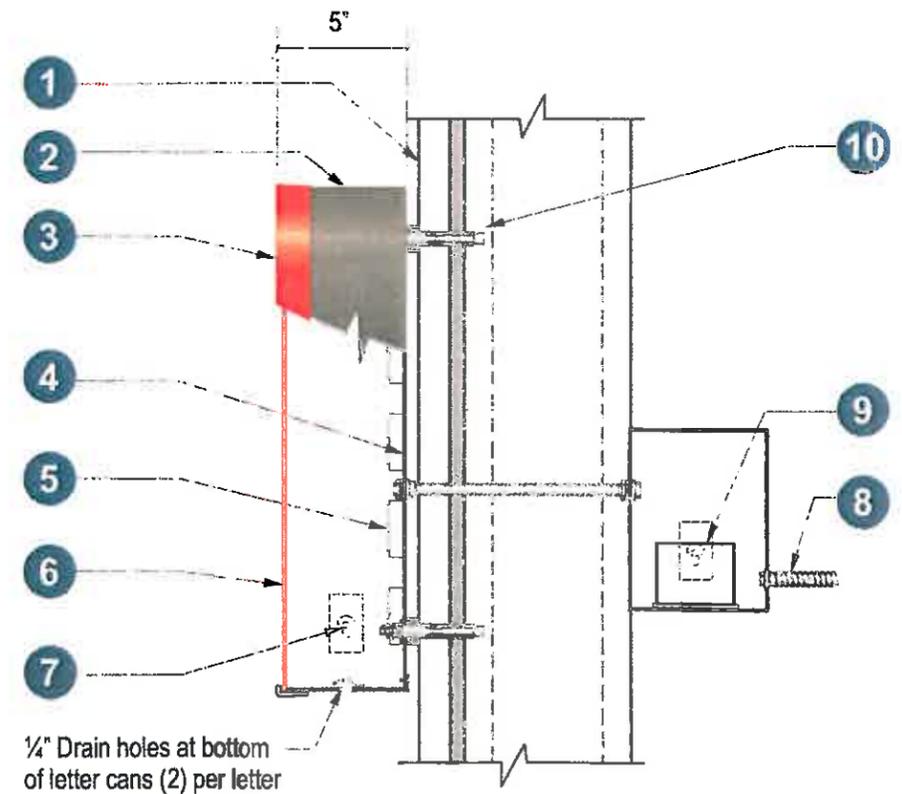
Scale: 1/2" = 1'-0"

<b>Electrical Detail:</b>
White LEDs
(X) 60w Transformer
Total Amps: X.XX
(1) 20 amp 120V Circuit Req.

<b>General Notes:</b>
This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
1) Grounded and bonded per NEC 600.7/NEC 250
2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
3) Sign is to be UL listed per NEC 600.3
4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer*
*For multiple signs, a disconnect is permitted but not required for each section

<b>Specifications: Channel Letters</b>
1. Existing Facade: Wood Panels/ Plywood/ Metal studs
2. .040 Aluminum letter returns painted to match SW "Grey"
3. .125" x 1" trim cap to match red
4. 3mm Signabond Lite composite backs (interior of sign can painted white for maximum illumination)
5. Red LEDs
6. 3/16" Red Acrylic faces
7. Waterproof disconnect switch per NEC 600-6
8. Primary electrical feed
9. Transformers
10. 3/8" Sleeve anchors w/ 1/2" Aluminum spacers

This Product is Listed by  
UNDERWRITERS LABORATORIES, INC.  
and Bears the Mark:

**Section @ LED Channel Letter**  
Front-Lit (Remote) Scale: N.T.S.



Client:	Chick-Fil-A
Site #:	CF-2995
Address:	7101 Kingery Hwy Willowbrook, IL 60527 Willowbrook FSU

REVISION INFO	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



1.800.213.3331

<b>Sign D</b>	<b>Sign:</b> 48" Chick-fil-A
<b>Sign Type:</b> Individual Channel Letters	
<b>Illumination:</b> Internally Illuminated LED	
<b>Square Footage:</b> 37.67	
<b>To Grade:</b> Top of Sign To Grade = 16'-4" Bottom of Sign To Grade = 12'-4"	

<b>Sign E</b>	<b>Sign:</b> 48" Chick-fil-A
<b>Sign Type:</b> Individual Channel Letters	
<b>Illumination:</b> Internally Illuminated LED	
<b>Square Footage:</b> 37.67	
<b>To Grade:</b> Top of Sign To Grade = 21'-8" Bottom of Sign To Grade = 16'-8"	



**Sign Layout Detail**

Scale: 1/2" = 1'-0"

This Product is Listed by  
UNDERWRITERS LABORATORIES, INC.  
and Bears the Mark:

**Electrical Detail:**

White LEDs  
(X) 60w Transformer  
Total Amps: X.XX  
(1) 20 amp 120V Circuit Req.

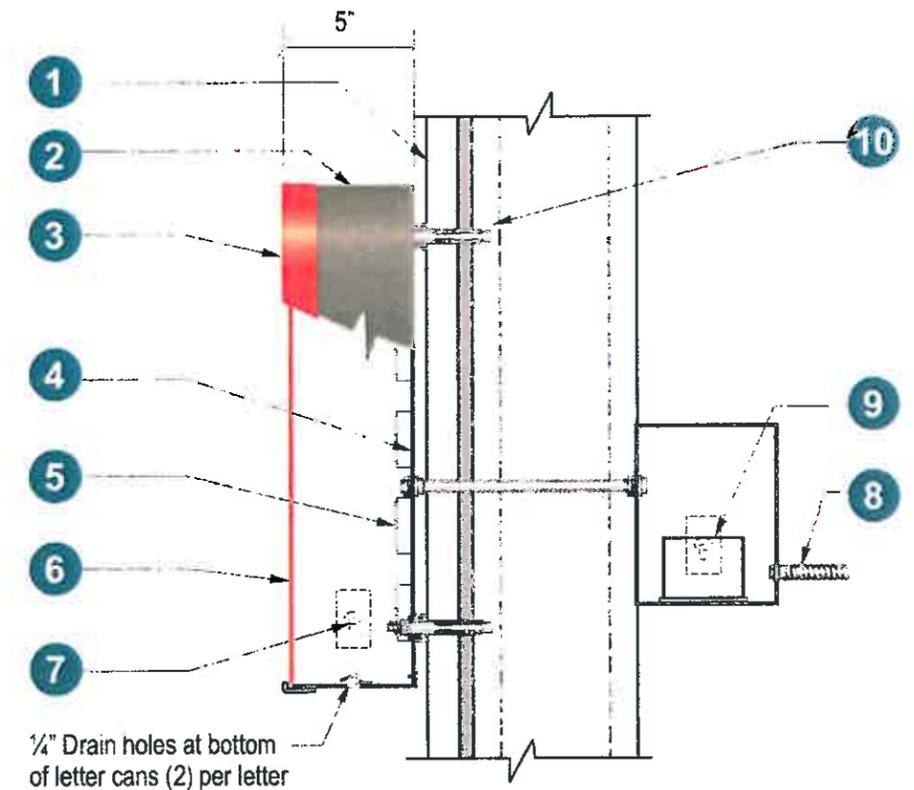
**General Notes:**

This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

- 1) Grounded and bonded per NEC 600.7/NEC 250
- 2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- 3) Sign is to be UL listed per NEC 600.3
- 4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer\*  
\*For multiple signs, a disconnect is permitted but not required for each section

**Specifications: Channel Letters**

1. Existing Facade: Wood Panels/ Plywood/ Metal studs
2. .040 Aluminum letter returns painted to match SW "Grey"
3. .125" x 1" trim cap to match red
4. 3mm Signabond Lite composite backs  
(interior of sign can painted white for maximum illumination)
5. Red LEDs
6. 3/16" Red Acrylic faces
7. Waterproof disconnect switch per NEC 600-6
8. Primary electrical feed
9. Transformers
10. 3/8" Sleeve anchors w/ 1/2" Aluminum spacers



**Section @ LED Channel Letter  
Front-Lit (Remote)** Scale: N.T.S.



Client: Chick-Fil-A  
Site #: CF-2995  
Address: 7101 Kingery Hwy  
Willowbrook, IL 60527  
Willowbrook FSU

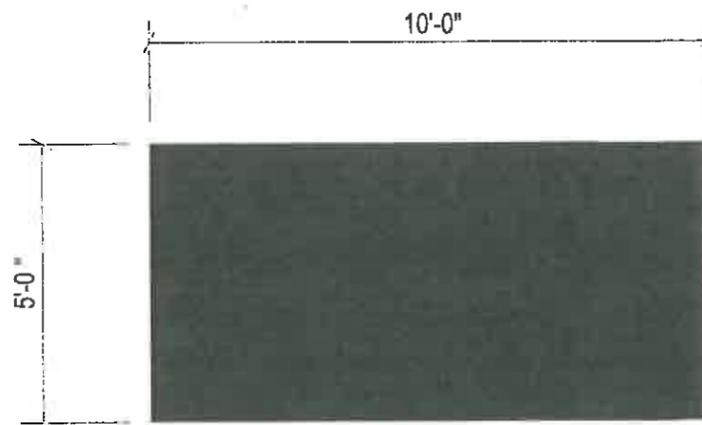
REVISION INFO	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.

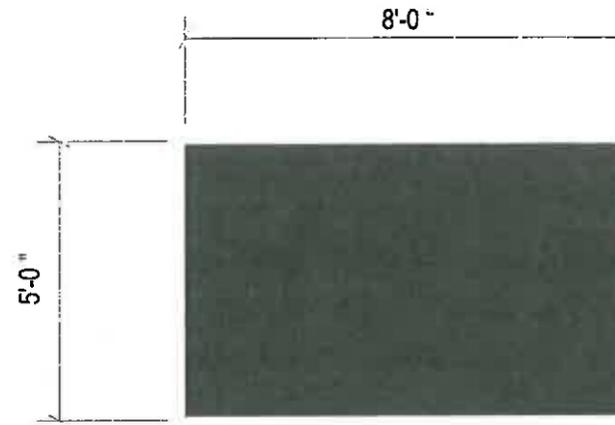


**Awnings F**

<b>Awning Type:</b>	Staple Frame Awning
<b>Illumination:</b>	Non-Illuminated
<b>To Grade:</b>	Bottom of Awning to Grade = 8'-9 1/2" typ



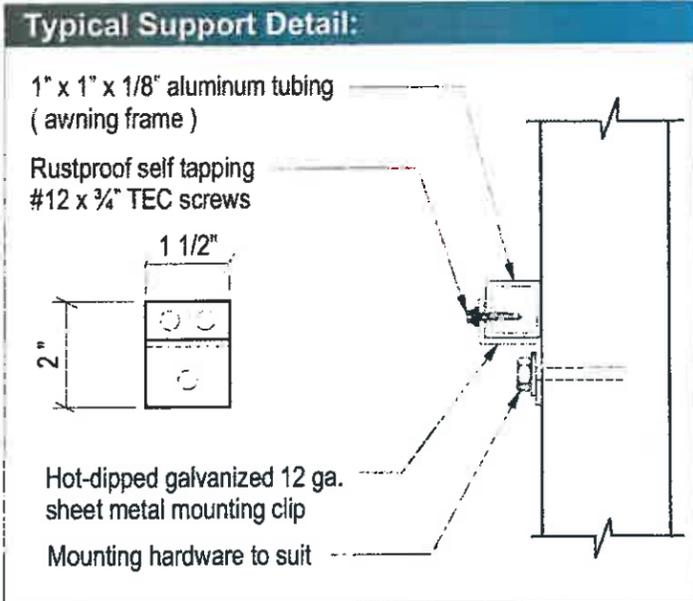
**F1 (QTY 3)**



**F2 (QTY 4)**

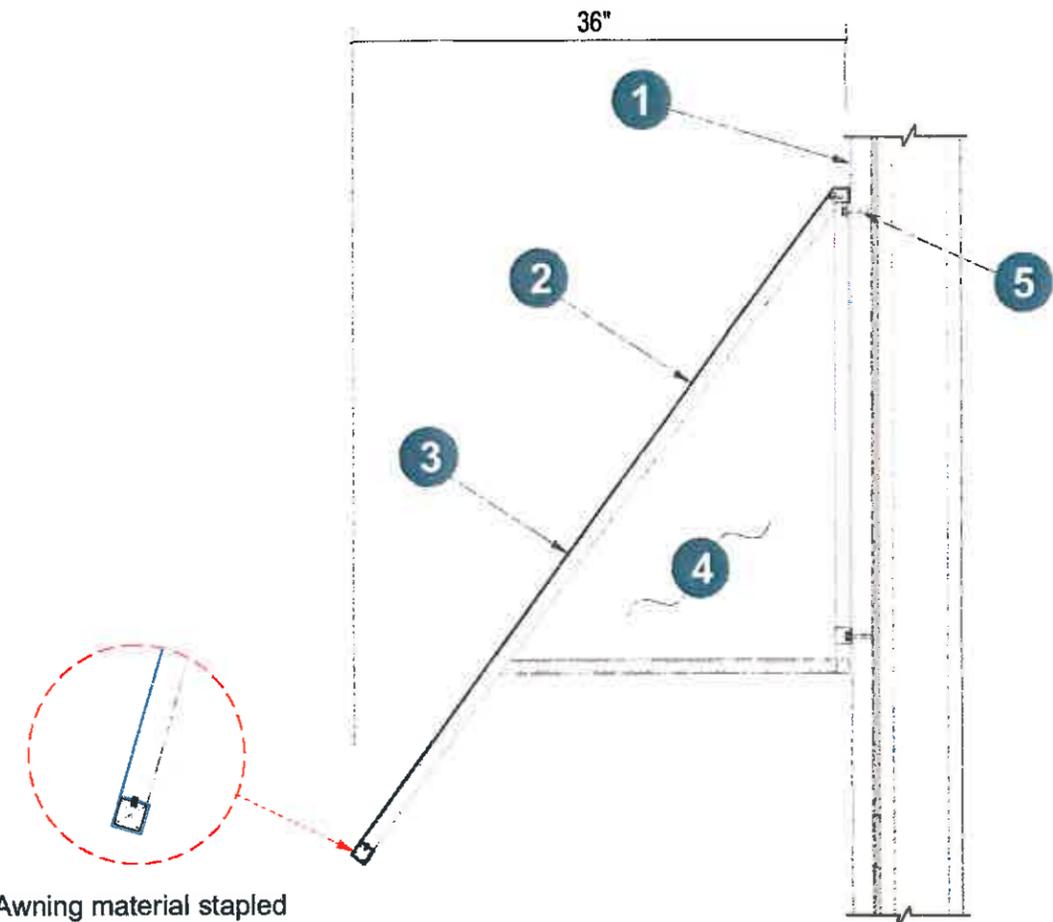
**Awning Layout Details**

Scale : 1/4" = 1'-0"



**Specifications:**

- Existing Facade: Brick / plywood / metal studs
- Awning Material: Sunbrella Black Material
- 1" x 1" x 0.125" Aluminum square tubing frame painted bronze to match Building panels (wire brush all welds)
- Open Sides & Bottom
- Mounting hardware to suit



Awning material stapled into track and covered with rubber trim

**Section- Stapled Awning**

Scale : N.T.S.



<b>Client:</b>	Chick-Fil-A
<b>Site #:</b>	CF-2995
<b>Address:</b>	7101 Kingery Hwy Willowbrook, IL 60527 Willowbrook FSU

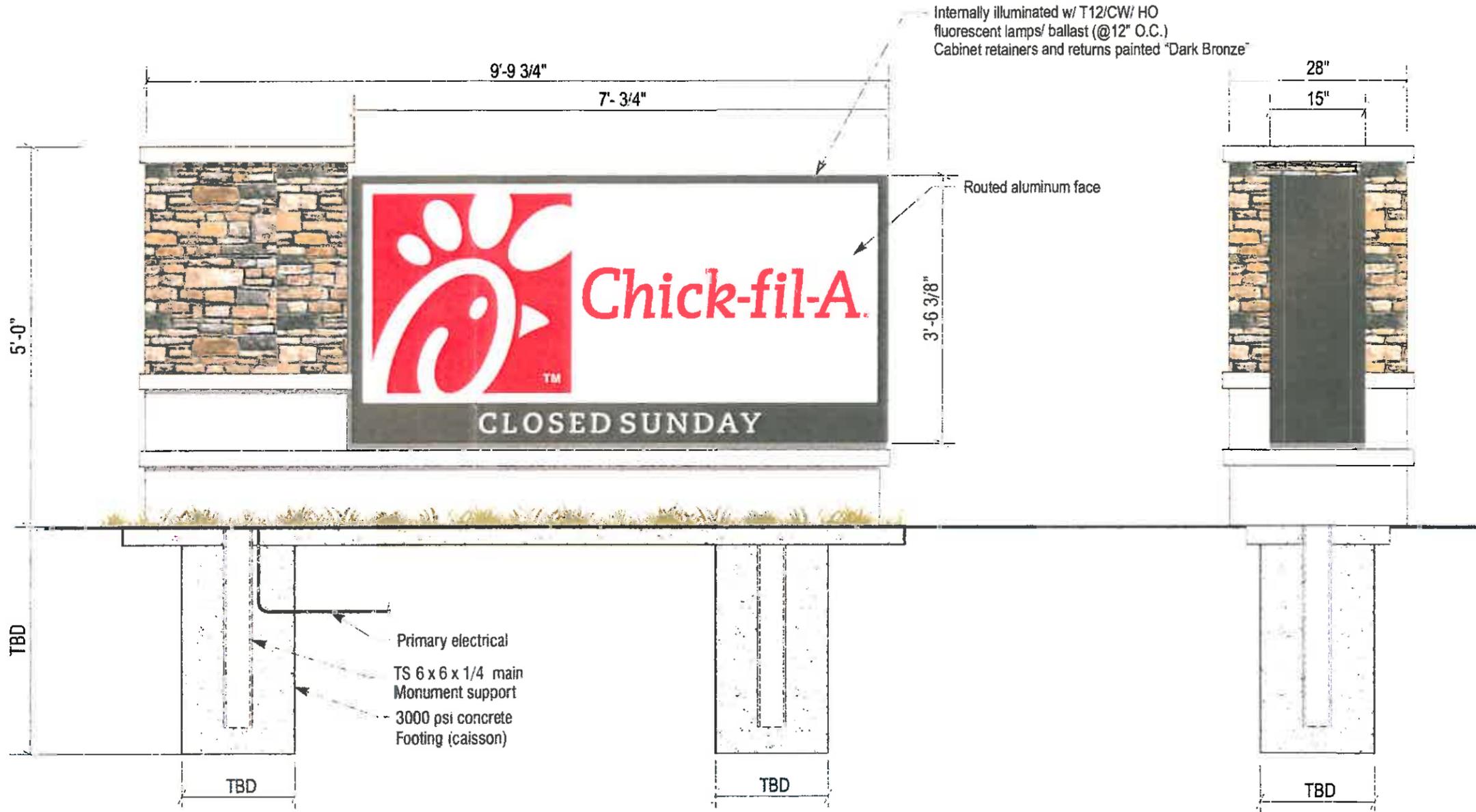
REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



**Sign G**

Sign:	Chick-fil-A Monument
Sign Type:	Monument Sign
Illumination:	Internally Illuminated w/ Fluorescent Lamps
Square Footage:	49.06



This Product is Listed by  
 UNDERWRITERS LABORATORIES, INC.  
 and Bears the Mark:

**Electrical Detail: Logo Cabinet**

(6) F72T12CWHO  
 ( ) EESB1048-26L  
 TOTAL AMPS =

**General Notes:**

This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

- 1) Grounded and bonded per NEC 600.7/NEC 250
- 2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- 3) Sign is to be UL listed per NEC 600.3
- 4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer\*  
 \*For multiple signs, a disconnect is permitted but not required for each section

**G Monument Sign Elevation**  
 Scale: 1/2" = 1'-0"



Client:	Chick-Fil-A
Site #:	CF-2995
Address:	7101 Kingery Hwy Willowbrook, IL 60527 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.

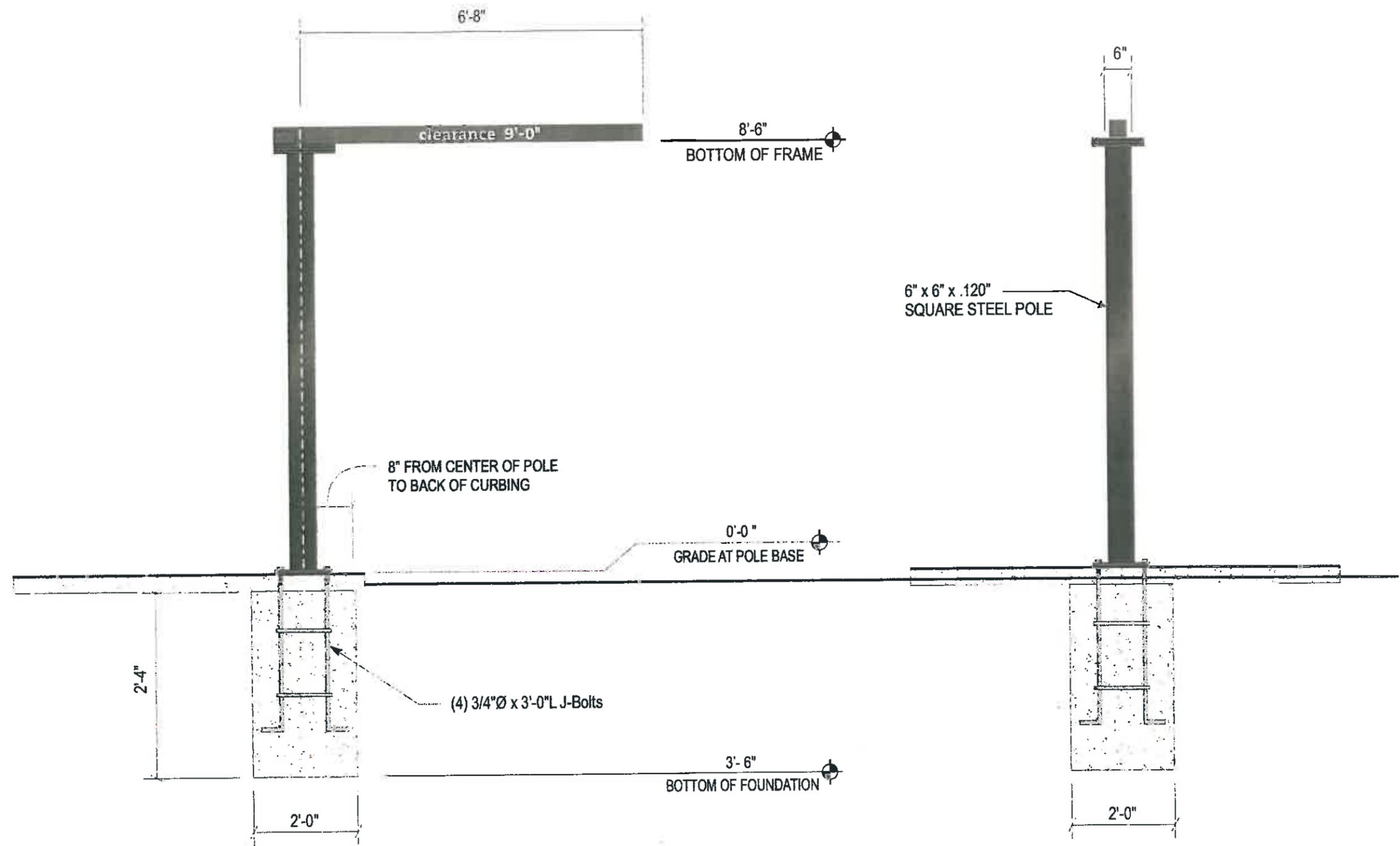


**Specifications: Clearance Bar**

**Support pole**  
 Pole has 13" x 13" x 3/4" thick steel plate with four (4) 1" dia. Holes in each corner 2" from each end and four (4) anchor bolts

**Metal Surfaces**  
 ■ Painted "Dark Bronze"

**Graphics**  
 □ White high performance Vinyl film graphics



**H Clearance Bar Detail**  
 Qty 2 Scale: 3/8" = 1'-0"

**End View Detail**  
 Scale: 3/8" = 1'-0"

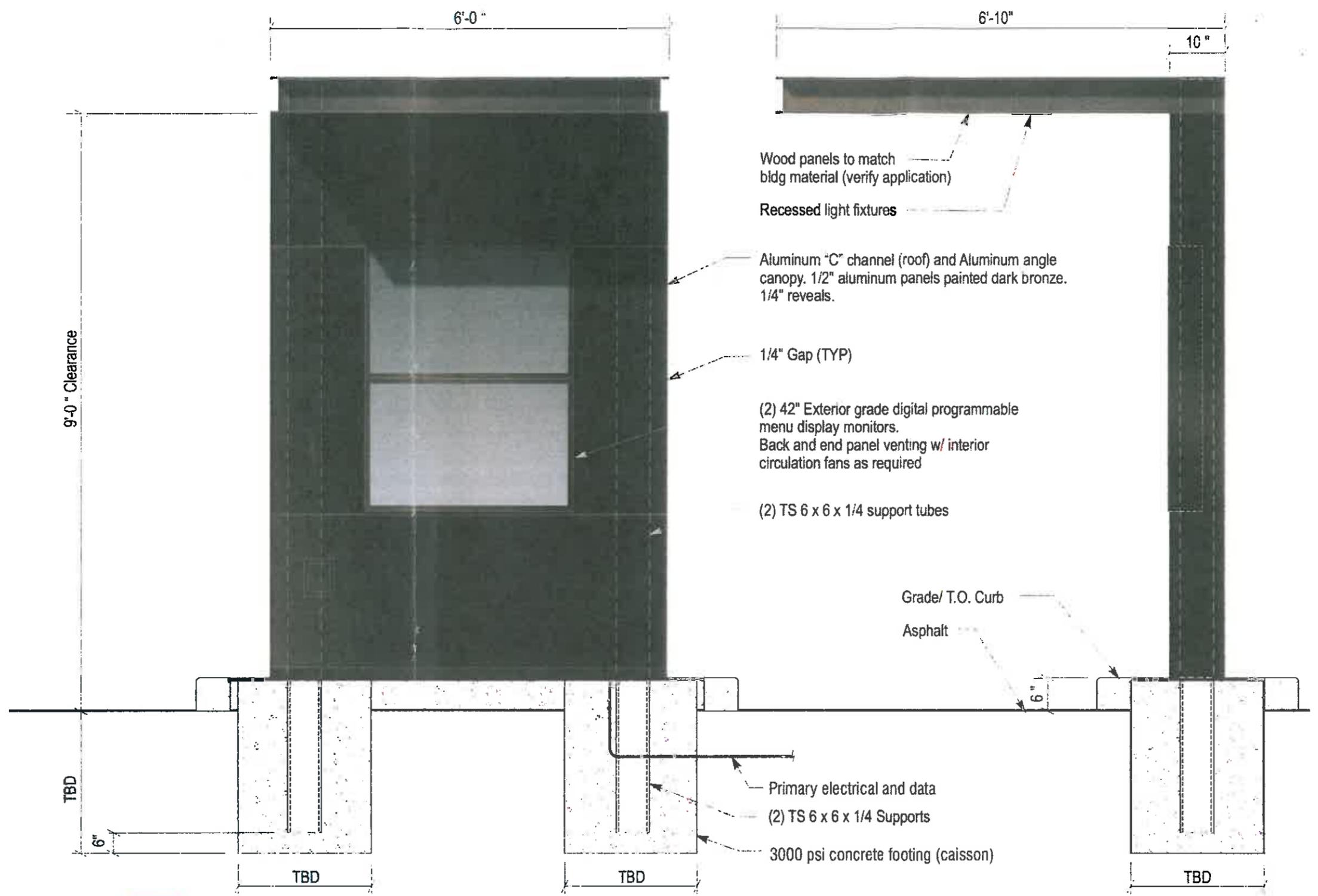


Client: Chick-Fil-A  
 Site #: CF-2995  
 Address: 7101 Kingery Hwy  
 Willowbrook, IL 60527  
 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.





**I** **Menu Board - Digital Display**  
Qty 2 Scale: 1/2" = 1'-0"

**Side View**  
Scale: 1/2" = 1'-0"

This Product is Listed by  
UNDERWRITERS LABORATORIES, INC.  
and Bears the Mark:



**Electrical Detail:**  
(X) PAR Recessed light fixtures  
( ) EESB1048-26L  
TOTAL AMPS =

**General Notes:**  
This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.  
1) Grounded and bonded per NEC 600.7/NEC 250  
2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps  
3) Sign is to be UL listed per NEC 600.3  
4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer\*  
\*For multiple signs, a disconnect is permitted but not required for each section



Client: Chick-Fil-A  
Site #: CF-2995  
Address: 7101 Kingery Hwy  
Willowbrook, IL 60527  
Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



**Specifications: Pedestrian Crosswalk**

**SIGN PANELS**

Panels are .080 aluminum with reflective background and graphics.

**SIGN POSTS**

Posts are 2" x 2" square aluminum tubing capped on top

■ Painted "Dark Bronze"

**SIGN PANEL**

■ Red reflective

□ White reflective



**Panel Layout Detail**

Scale: 1 1/2" = 1'-0"



**DOT Signage - Pedestrian Crosswalk**

Scale: 3/4" = 1'-0"



Client:	Chick-Fil-A
Site #:	CF-2995
Address:	7101 Kingery Hwy Willowbrook, IL 60527 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



**Specifications: Reserved Parking**

**SIGN PANELS**

PANELS ARE .080 ALUMINUM WITH REFLECTIVE BACKGROUND AND GRAPHICS.

**SIGN POSTS**

POSTS ARE 2" x 2" SQUARE ALUMINUM TUBING CAPPED ON TOP

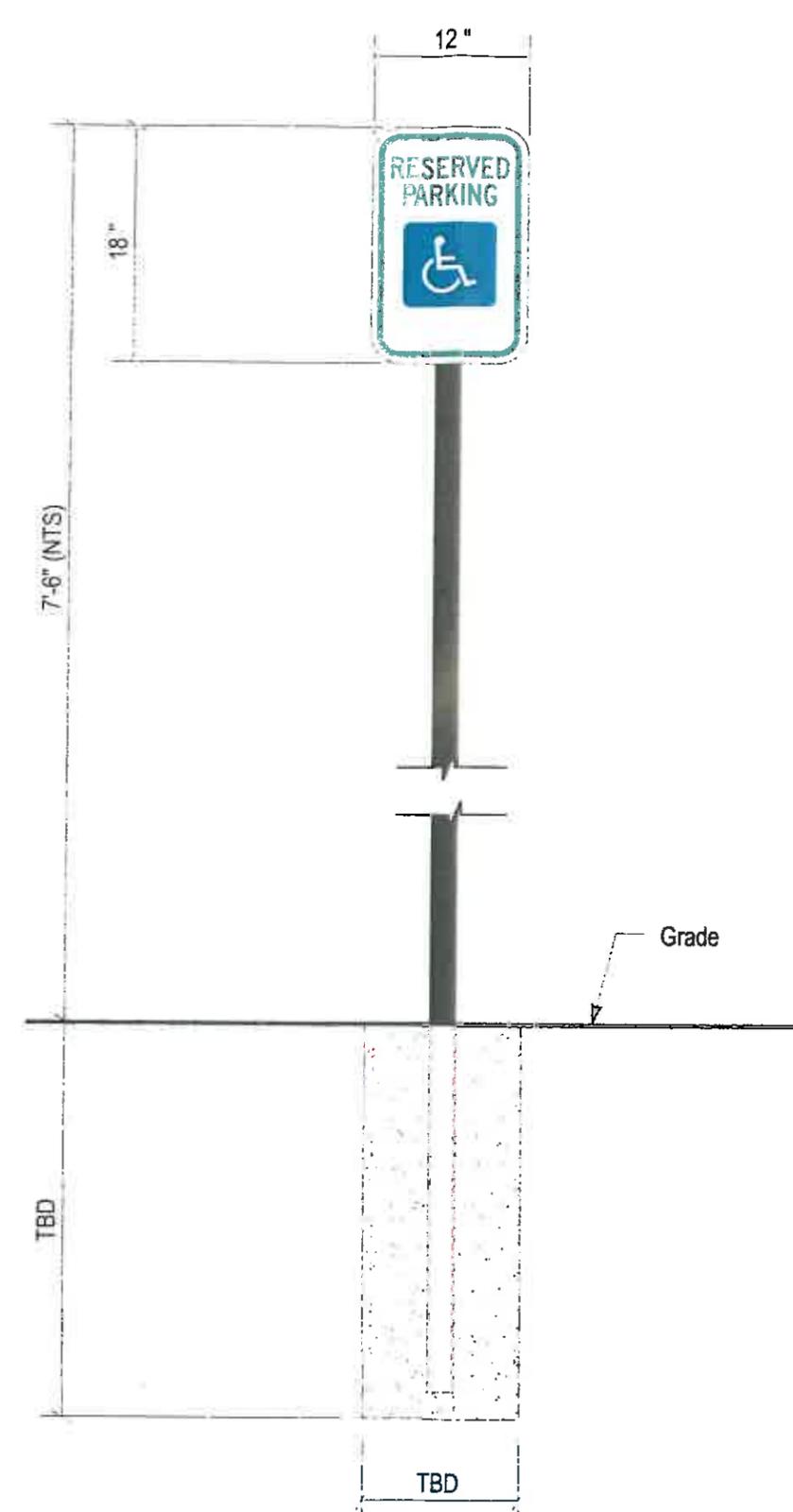
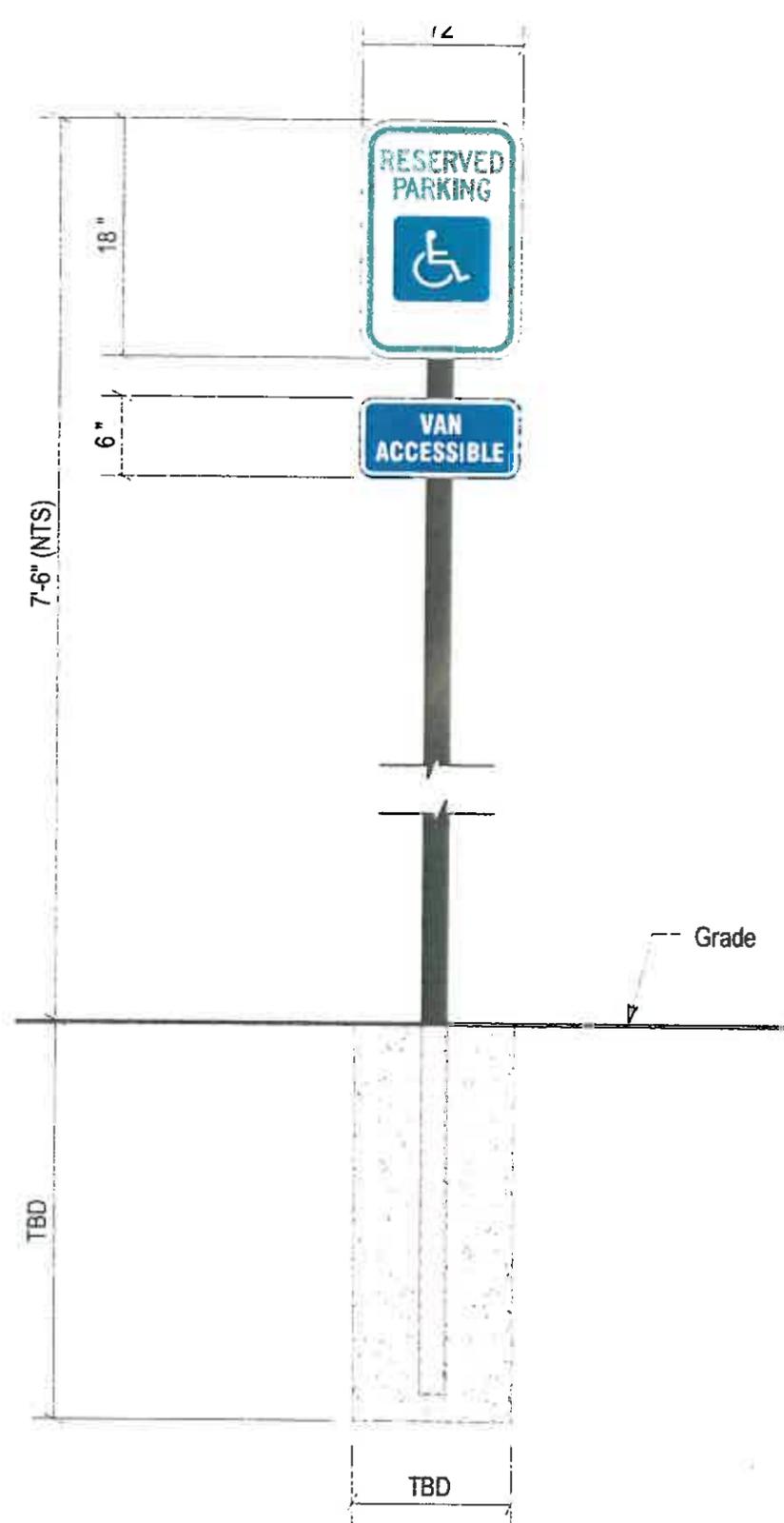
■ Painted "Dark Bronze"

**SIGN PANEL**

■ Reflex blue (Verify)

■ Green

□ WHITE REFLECTIVE



**K DOT Signage - HP**  
Scale: 3/4" = 1'-0"

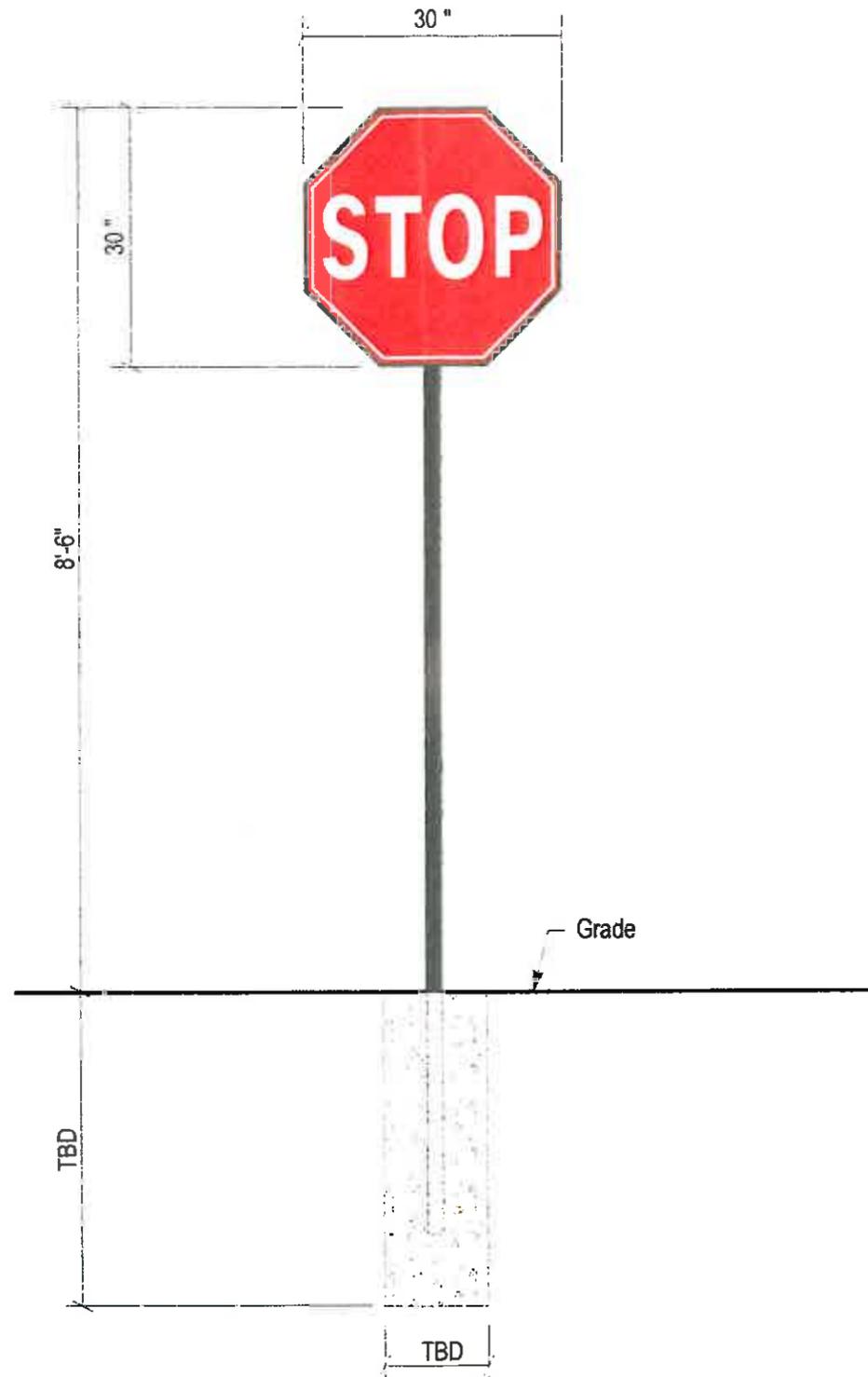


Client: Chick-Fil-A  
Site #: CF-2995  
Address: 7101 Kingery Hwy  
Willowbrook, IL 60527  
Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.





**Specifications: D.O.T. Stop**

**SIGN PANELS**  
 PANELS ARE .080 ALUMINUM WITH REFLECTIVE BACKGROUND AND GRAPHICS.

**SIGN POSTS**  
 POSTS ARE 3" x 3" SQUARE ALUMINUM TUBING CAPPED ON TOP

■ Genesis M Single Stage (G-2 series)  
 Red #48247

**SIGN PANEL**  
 ■ RED REFLECTIVE  
 □ WHITE REFLECTIVE



**DOT Signage - Stop Sign**

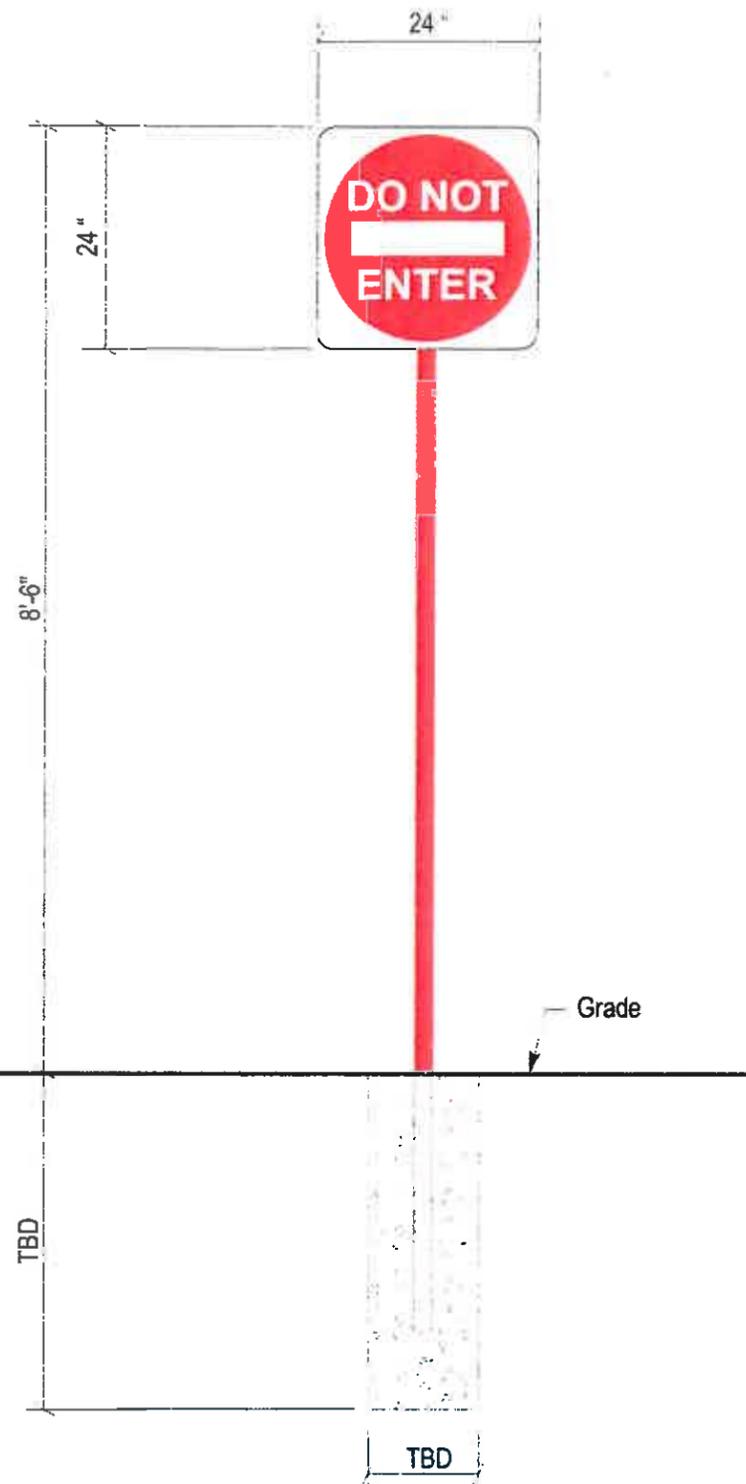
Scale: 1/2" = 1'-0"

Client: Chick-Fil-A  
 Site #: CF-2995  
 Address: 7101 Kingery Hwy  
 Willowbrook, IL 60527  
 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.

**AnchorSign.**  
 1.800.213.3331



**Specifications: D.O.T. Do Not Enter/ Stop**

**SIGN PANELS**

PANELS ARE .080 ALUMINUM WITH REFLECTIVE BACKGROUND AND GRAPHICS.

**SIGN POSTS**

POSTS ARE 3" x 3" SQUARE ALUMINUM TUBING CAPPED ON TOP

- Genesis M Single Stage (G-2 series) Red #48247

**SIGN PANEL**

- RED REFLECTIVE
- WHITE REFLECTIVE



**DOT Signage - Do Not Enter**

Scale: 1/2" = 1'-0"

Client: Chick-Fil-A  
 Site #: CF-2995  
 Address: 7101 Kingery Hwy  
 Willowbrook, IL 60527  
 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



**Specifications: D.O.T. Do Not Enter/ Stop**

**SIGN PANELS**

PANELS ARE .080 ALUMINUM WITH REFLECTIVE BACKGROUND AND GRAPHICS.

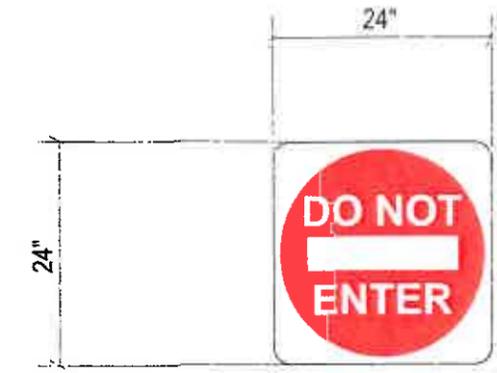
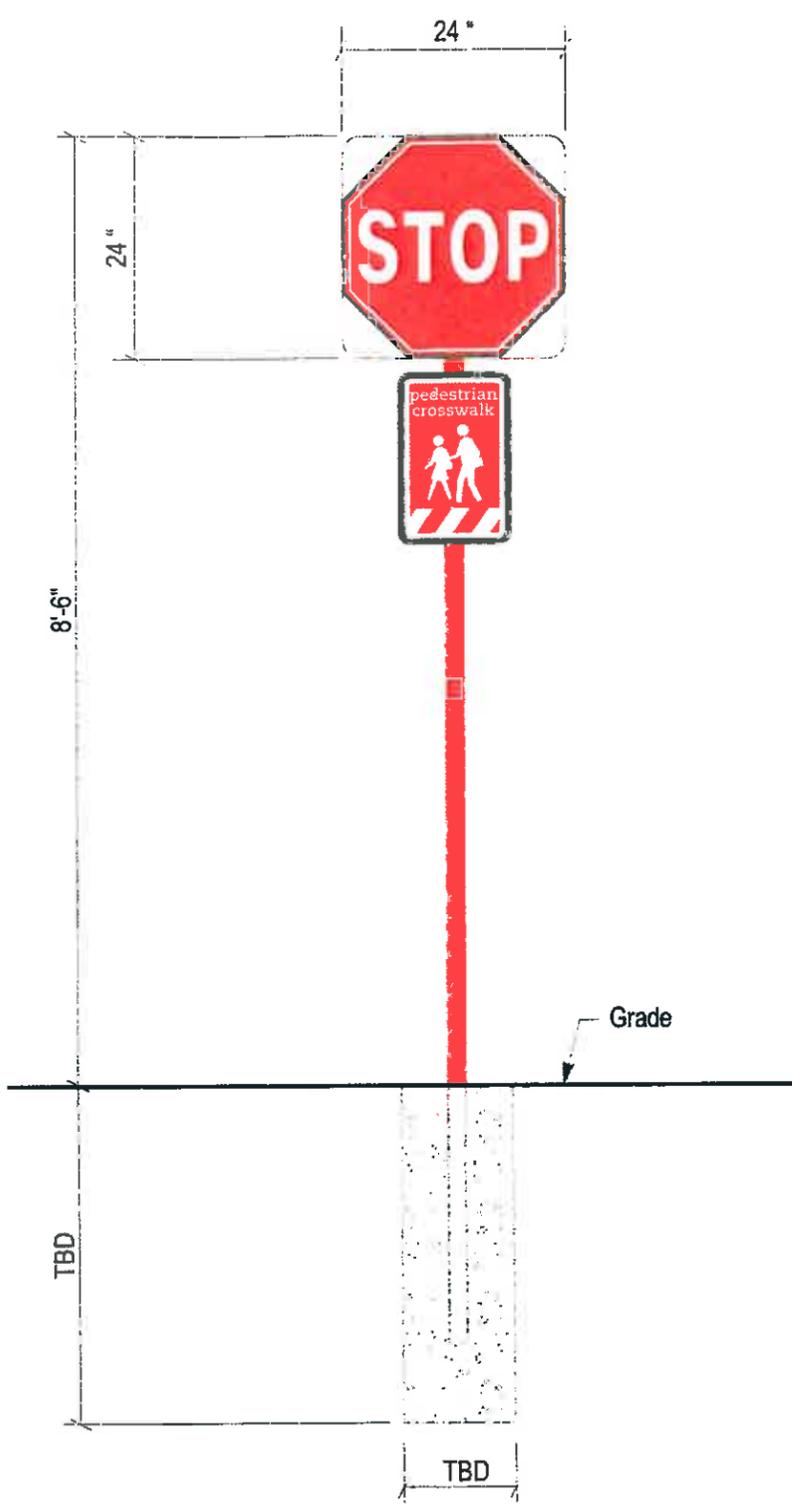
**SIGN POSTS**

POSTS ARE 3" x 3" SQUARE ALUMINUM TUBING CAPPED ON TOP

- Genesis M Single Stage (G-2 series) Red #48247

**SIGN PANEL**

- RED REFLECTIVE
- WHITE REFLECTIVE



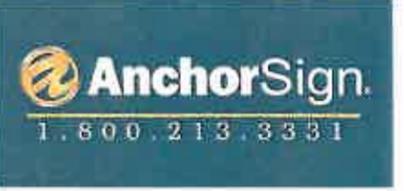
**N DOT Signage - Do Not Enter/Stop/Ped Xing**  
Scale: 1/2" = 1'-0"



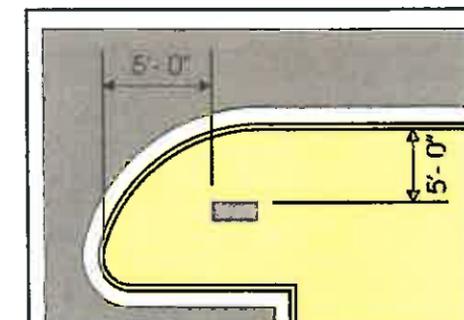
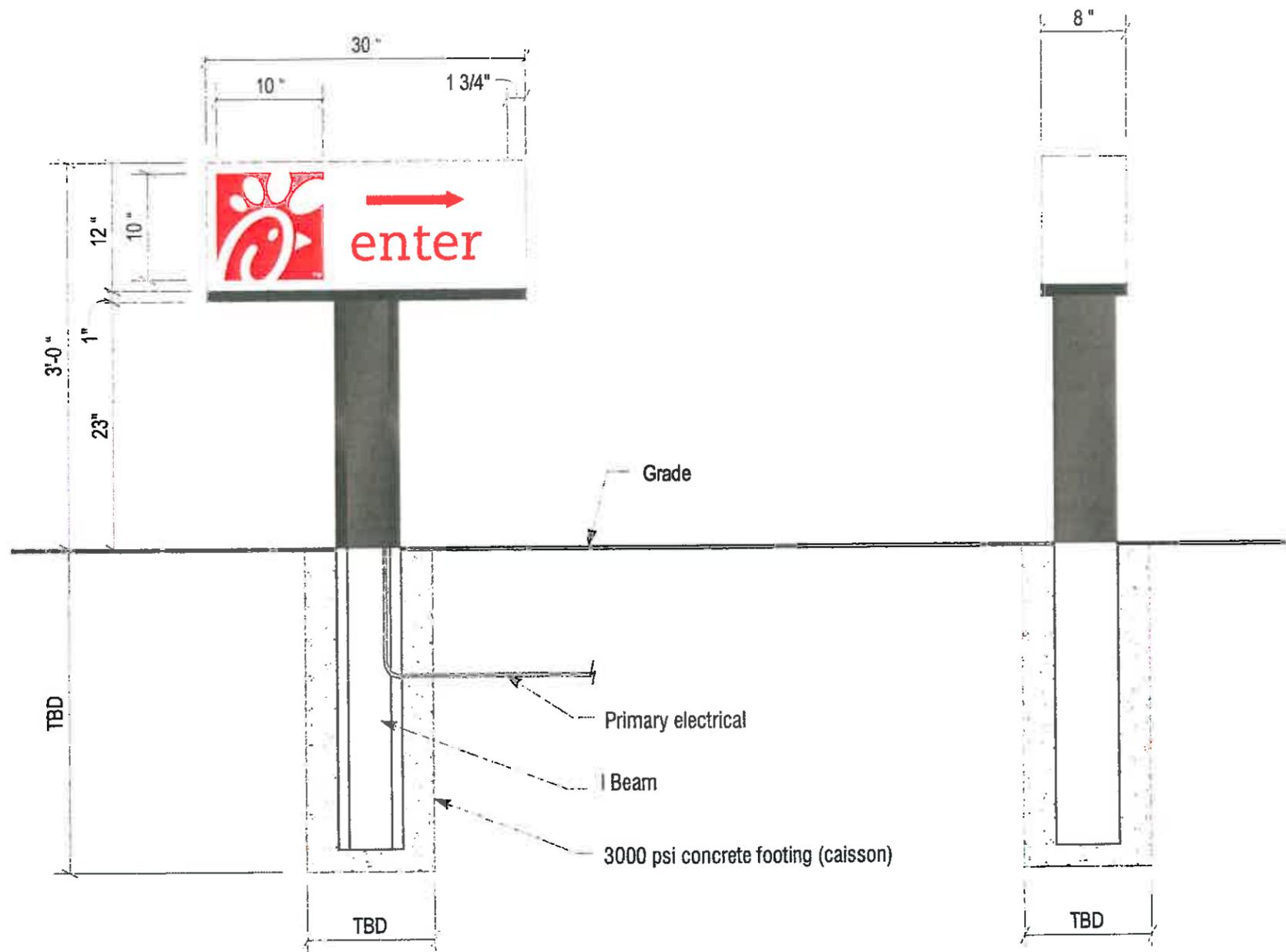
Client: Chick-Fil-A  
 Site #: CF-2995  
 Address: 7101 Kingery Hwy  
 Willowbrook, IL 60527  
 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.







TRY TO KEEP DIRECTIONALS 5'-0" FROM CURBS WHEREVER POSSIBLE TO INSURE VEHICLES DON'T HIT THEM

This Product is Listed by UNDERWRITERS LABORATORIES, INC. and Bears the Mark:

**P** D/F Enter Directional Sign  
w/ Logo Scale: 3/4" = 1'-0"

**Electrical Detail: Logo Cabinet**

- ( ) F36T12CWHO
- ( ) EESB1048-26L
- TOTAL AMPS =

**General Notes:**

This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

- 1) Grounded and bonded per NEC 600.7/NEC 250
  - 2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
  - 3) Sign is to be UL listed per NEC 600.3
  - 4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer\*
- \*For multiple signs, a disconnect is permitted but not required for each section

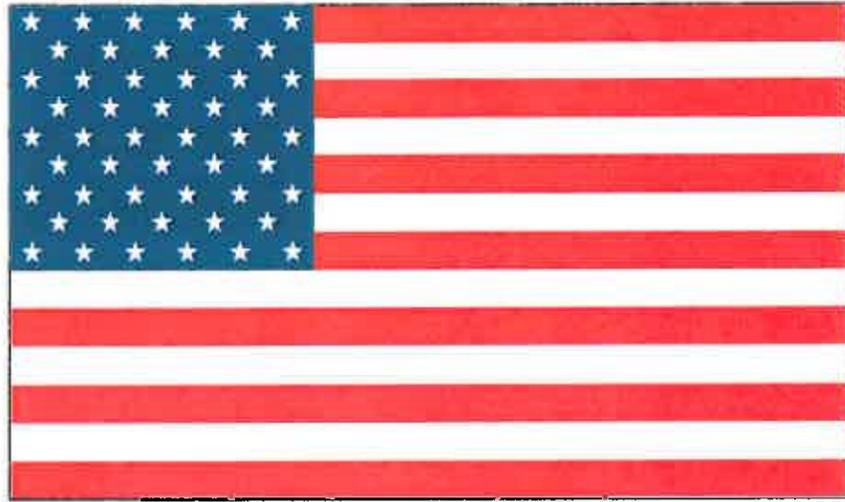


Client: Chick-Fil-A  
Site #: CF-2995  
Address: 7101 Kingery Hwy  
Willowbrook, IL 60527  
Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.





**Flag**

HEIGHT	A	B	C
20'	3'-6"	30"	24"
25'	3'-6"	30"	24"
30'	3'-6"	30"	24"
35'	4'-0"	36"	30"
40'	4'-6"	42"	36"
45'	5'-0"	48"	42"
50'	5'-6"	48"	42"

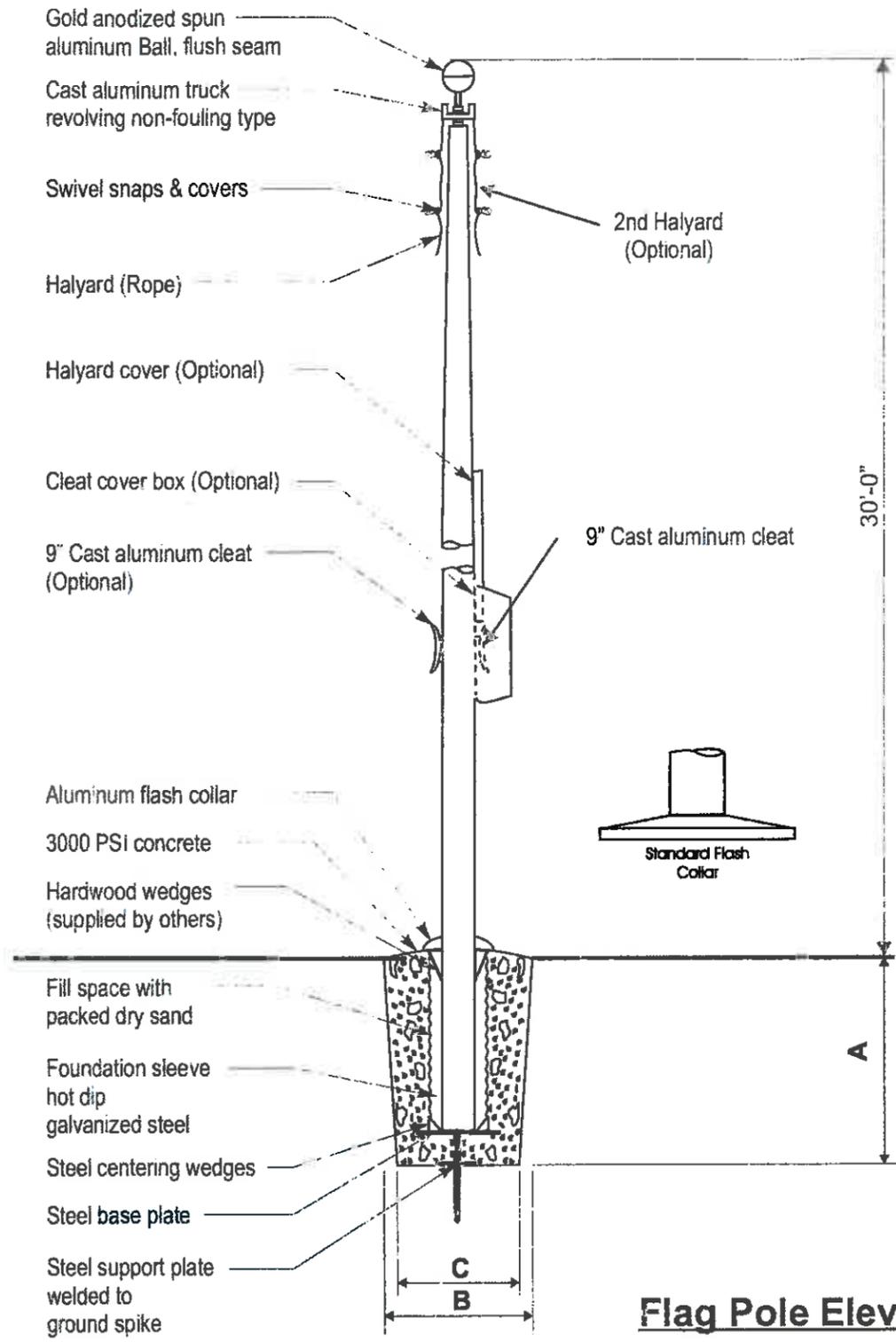
**Size Chart**

Ground sleeve and concrete installed by the general contractor

Pole installed on pre-installed ground sleeve by sign contractor



**Flag Pole**



**Flag Pole Elevation**

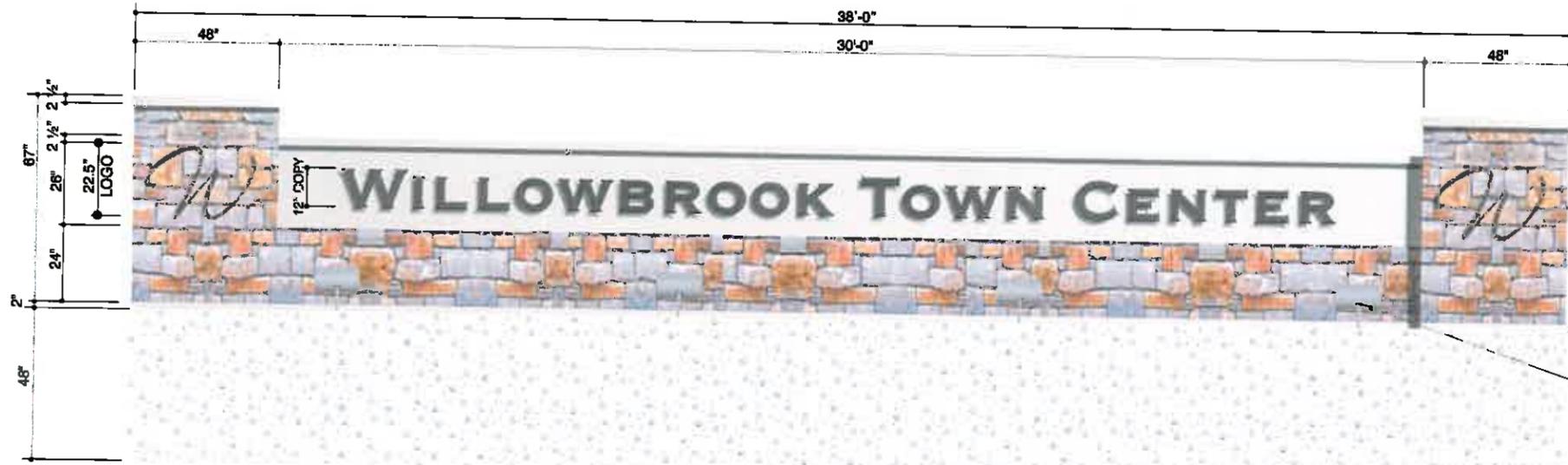


Client: Chick-Fil-A  
 Site #: CF-2995  
 Address: 7101 Kingery Hwy  
 Willowbrook, IL 60527  
 Willowbrook FSU

REVISION INFO	DATE	DESCRIPTION	BY
	07/24/2012	Original Rendering	DH
	08/15/2012	Updated facade materials	DH
	10/08/2012	Revised directionals	DH
	10/22/2012	Revised per Village comments	DH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.





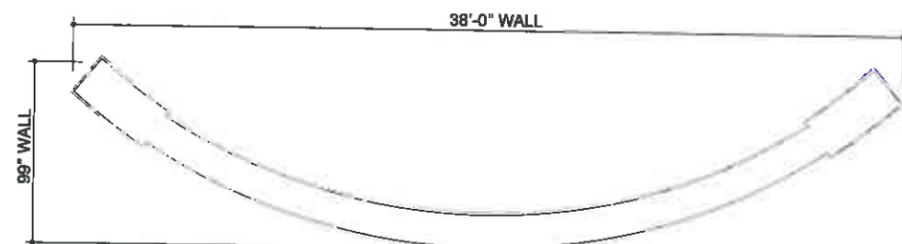
CONCRETE WALL W/ PRE CAST CAP, EXACT COLOR TO BE DETERMINED.

HALQUIST MAPLE RIDGE BLEND FULL BED DEPTH STONE TO MATCH BUILDING.

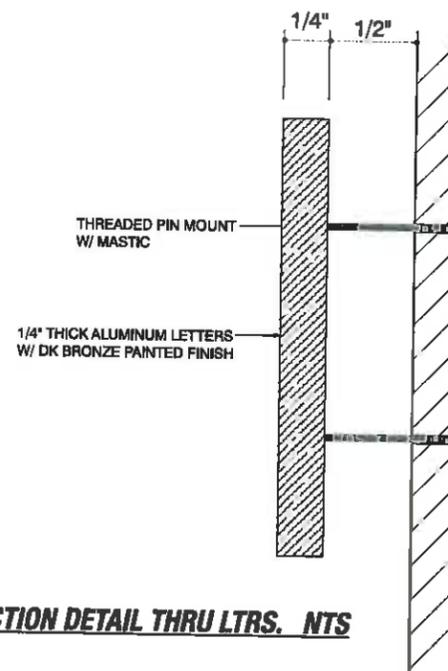
1/4" THICK FCO ALUMINUM LETTERS & LOGOS, DK. BRONZE PAINTED FINISH. PIN MOUNTED 1/2" OFF WALL.

4 - 150 WATT FLOOD LAMPS  
9'-0" O.C. IN CONCRETE FILLED  
AUGERED FOOTINGS

**S/F FLOOD LIT DISPLAY W/ INDIVIDUAL LETTERS 1/4" = 1'-0"**  
SHOWN IN THE FLAT



**PLAN VIEW 1/8" = 1'-0"**



**SECTION DETAIL THRU LTRS. NTS**



**OLYMPIC SIGNS**

account representative R WHITEHEAD / client WILLOWBROOK TOWN CENTER  
1130 N. Garfield / ROUTE 83 WILLOWBROOK, IL  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

drawn by KEITH S. job#: 08-3325D  
1-21-08  
rev.# 11-16-12

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

THIS IS AN ORIGINAL UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.



**WINTERS**  
Nurseries - Landscape Services

60W410 Mercy Road, Sycamore, IL 60178 • 815-895-9342 • Fax # 815-895-3004

11/15/2012

Harlem Irving Companies  
4104 North Harlem Ave.  
Norridge, IL 60706  
Attn: Jim Snyder  
PH: 773-625-3036  
Fax: 773-625-0036

RE: Willowbrook Town Center -- Monument Sign Landscape Proposal

I. Base Bid:

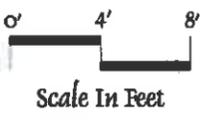
Quantity	Size	Description	Unit Price	Extension
10	3 gal.	Scarlet Red Flower Carpet Rose	\$ 44.00	\$ 440.00
8	3 gal.	Coral Flower Carpet Rose	\$ 44.00	\$ 352.00
11	24"	Compact Andorra Juniper	\$ 44.00	\$ 484.00
6	24"	Gold Lace Juniper	\$ 44.00	\$ 264.00
2	7'	Wichita Blue Juniper	\$ 290.00	\$ 580.00
14	3 gal.	Red Switch Grass	\$ 28.00	\$ 392.00
45	1 gal.	Stella D'oro Daylily	\$ 14.00	\$ 630.00
60	1 gal.	Blue Carpet Phlox	\$ 14.00	\$ 840.00
100	1 gal.	Pink Heaven's Gate Coreopsis	\$ 14.00	\$ 1,400.00
12	c.y.	Hardwood Mulch	\$ 48.00	\$ 576.00
28	c.y.	Amended Planting Soil Mix -- 8-12" depth	\$ 54.00	\$ 1,512.00
1	lump	Plant Bed Preparation	\$ 400.00	\$ 400.00
1	lump	Turf Restoration	\$ 480.00	\$ 480.00
1	lump	20' Flagpole	\$ 2,600.00	\$ 2,600.00
			<b>Total =</b>	<b>\$ 10,950.00</b>

Notes & Conditions to Landscape Proposal:

- \* Proposal based on landscape design by Winters Landscape dated 11/14/2012.
- \* One year, one time replacement warranty on all plant material.
- \* Pricing is subject to change where required to install seasonally sensitive varieties
- \* All plantings executed in accordance with the American Nurseryman Standards.
- \* Substitutions may be required with prior approval due to market availability or seasonal sensitivity.
- \* Certificate of insurance available upon request.
- \* Terms: Net Thirty.

Respectfully submitted,

Jonathan Winters  
Vice President  
Winters Nurseries & Landscape Services



Uplights - No Plants Within 1' of Light Source or Within Hatched Zone

(11) Compact Andorra Juniper - 24"

(5) Scarlet Red Flower Carpet Rose - 3 gal.

(50) Pink Heaven's Gate Coreopsis - 1 gal.

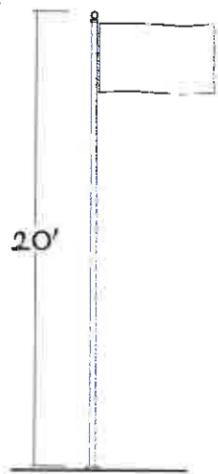
(4) Coral Flower Carpet Rose - 3 gal.

(3) Gold Lace Juniper - 24"

Monument Sign

(7) Red Switch Grass - 3 gal.

20' Flag Pole With 3' x 5' American Flag  
(See Below)



27'-0"

4'

52'

(45) Stella D'Oro Daylily - 1 gal.

(60) Blue Carpet Phlox - 1 gal.

(5) Scarlet Red Flower Carpet Rose - 3 gal.

(50) Pink Heaven's Gate Coreopsis - 1 gal.

(4) Coral Flower Carpet Rose - 3 gal.

(2) Wichita Blue Juniper - 7-8' ht.

(3) Gold Lace Juniper - 24"

(7) Red Switch Grass - 3 gal.

Contractors to Coordinate and Field Verify the Exact Location  
Of Existing Utilities Prior to Commencement of Any Construction

**General Notes:**

1. Existing grass in proposed planting areas to be removed and area to be hand raked to remove all rocks and debris larger than 1 inch in diameter prior to planting.
2. Landscaped sizes noted are minimums.
3. Landscape beds shall be spade edged.
4. Landscape beds to be mulched with a minimum four inches of premium shredded hardwood mulch.
5. Perennial and groundcover areas to be tilled to a minimum depth of 18 inches and amended with 4 inches of organic material. Planting holes to be dug a minimum of twice the width and 6-12 inches deeper than the size of the root ball of shrubs.
6. All changes to design and/or plant substitutions are to be authorized by Harlem Irving and approved by the Village of Willowbrook in writing.
7. Grass areas disturbed during construction shall be re-sodded.
8. Plant materials disturbed during construction shall be replaced in kind.

Monument Sign Landscape Plan

© 2012 - Winters, Ltd.

# Willowbrook Town Center

Willowbrook, Illinois

14 November 2012

Designed By:



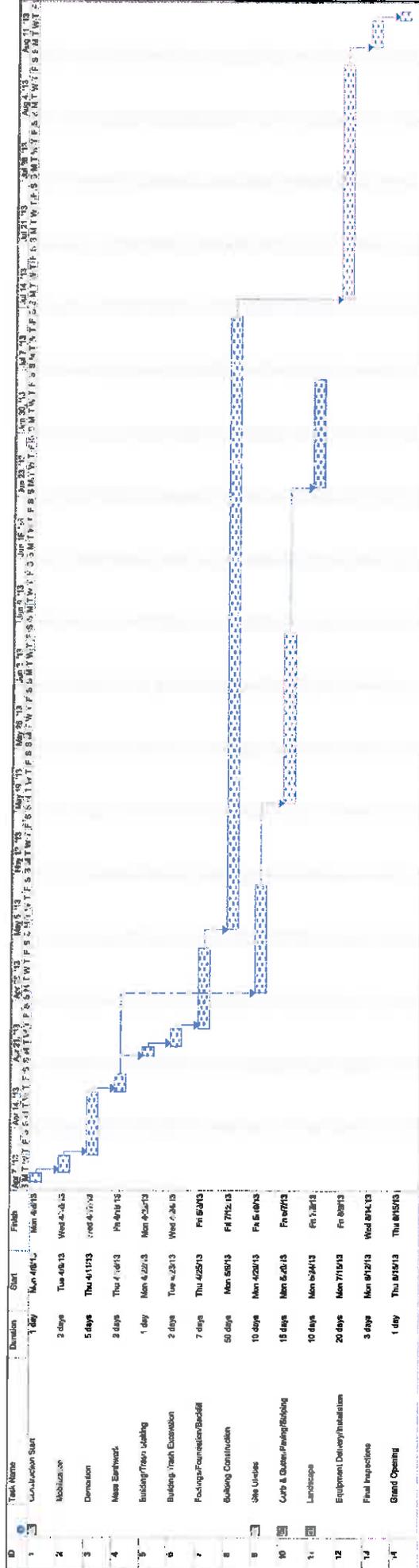


EXHIBIT "E"

STANDARDS FOR SPECIAL USE

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

The establishment of a quick-service restaurant with drive thru is similar in nature to the existing use of the property and to surrounding uses along the Kingery Highway and Plainfield Road corridor. It will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare subject to the conditions imposed.

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

The establishment of a quick-service restaurant with drive thru is similar in nature to the existing use of the property and to surrounding uses along the Kingery Highway and Plainfield Road corridor. It will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, no substantially diminish and impair property values within the neighborhood.

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

This is the last improvement to be made in the Willowbrook Town Center development. The area was planned for a sit-down restaurant, however the modification to a drive-through restaurant based on the design and conditions imposed will not impeded the normal and orderly development and improvement of surrounding property for uses permitted in the district.

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

All public utilities, access roads and drainage facilities are existing and are adequate for development of this site.

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

No changes to the existing ingress and egress to the site are contemplated as part of the redevelopment. Traffic patterns on-site have been designed to minimize congestions and provide appropriate circulation throughout the site.

- (F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

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

- (G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-0-05, 1-27-1997)

Applicant: The development location was intended to be used for a restaurant, and the special use will allow it to be suited for Chick-fil-A to operate. A drive-through restaurant has not been denied by the Village within the last year.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

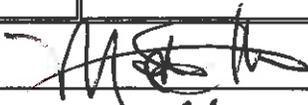
### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

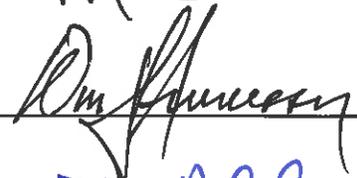
A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF A REPORT WRITING/RECORDS MANAGEMENT COMPUTER PROGRAM SYSTEM - CRIMINAL ACTIVITY POLICE ENFORCEMENT RECORDS SYSTEM (CAPERS).

AGENDA NO. 10AGENDA DATE: 11/26/12

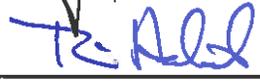
STAFF REVIEW: Mark Shelton

SIGNATURE: 

LEGAL REVIEW: William Hennessey

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.: Tim Halik

SIGNATURE: REVIEWED & APPROVED BY COMMITTEE: YES  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Police Department currently utilizes an antiquated in-house report writing / records management system. The system was implemented in 1995 and is not compatible or able to accomplish the day to day operations of this department. It continually causes frustration and requires attention by our I.T. vendor. Its application is out of date and no longer serves our department needs.

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

The Police Department Staff has contacted report writing/records management companies and requested a demonstration and quote for a new system. The Staff met with three different companies and discussed the department's current needs. In response to the demonstrations the Staff recommends CAPERS (Criminal Activity Police Enforcement Records System). The presentation of their system's capabilities, reporting functions and support were professional and meet the department's current and future needs. The Staff had the CAPERS representative speak with our current I.T. consultant, who has worked with this system, and gave favorable comments. CAPERS is already interfaced with Southwest Central Dispatch allowing for information to be downloaded into the report writing / records management system. Capers cost is: \$45,000 along with a \$10,000 annual maintenance fee. ID Networks cost is: \$57,990. New World Systems estimated cost is \$80,000 to \$100,000. Payment for this system would be from the Federal Drug Asset Forfeiture account.

**ACTION PROPOSED:**

APPROVE PURCHASE OF A REPORT WRITING/RECORDS MANAGEMENT COMPUTER PROGRAM SYSTEM - CRIMINAL ACTIVITY POLICE ENFORCEMENT RECORDS SYSTEM (CAPERS).



RESOLUTION NO. 12-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF A REPORT WRITING/RECORDS MANAGEMENT COMPUTER PROGRAM SYSTEM – CRIMINAL ACTIVITY POLICE ENFORCEMENT RECORDS SYSTEM (CAPERS)

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk are hereby authorized and directed to execute an Agreement Letter with CAPERS/Intelligent Solutions, attached hereto as Exhibit "A" and made a part hereof, related to the purchase of police department report writing/records management software.

ADOPTED and APPROVED this 26<sup>th</sup> day of November, 2012

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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



# Agreement Letter

For



Presented to:

Willowbrook Police Department  
7760 Quincy Street  
Willowbrook, IL 60527

## LICENSED SOFTWARE PURCHASE AND RELATED SERVICES AGREEMENT

THIS LICENSED SOFTWARE PURCHASE AND RELATED SERVICES AGREEMENT (hereinafter "Agreement"), is made as of the date below, by and between the VILLAGE OF WILLOWBROOK POLICE DEPARTMENT, a governmental body, with its principal offices at 7760 Quincy Street, Willowbrook, Illinois 60527 (hereinafter the "AGENCY"), and INTELLIGENT SOLUTIONS, INC., an Illinois corporation with its principal offices located at 9930 West 190<sup>th</sup> Street, Unit L, Mokena, Illinois 60448 (hereinafter the "COMPANY"). The term "COMPANY" shall include the COMPANY'S employees, agents, and all other designated representatives.

### RECITALS:

WHEREAS, the AGENCY desires Software and Services offered by the COMPANY, (hereinafter "Software and Services") which are to be provided at and conducted on the AGENCY'S premises located at 7760 Quincy Street, Willowbrook, Illinois 60527 or at designated off-site locations as specified by the AGENCY to the COMPANY; and

WHEREAS, the COMPANY is in the business of providing such Software and Services and desires to provide the Software and Services for the AGENCY;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

### AGREEMENTS:

1. TERM. This Agreement commences on the date hereof and terminates no earlier than five (5) years after the date hereof. After the expiration, this Agreement can be terminated at any time by either the AGENCY or the COMPANY with thirty (30) days written notice, subject to Paragraph 16 of this Agreement.
2. LICENSED SOFTWARE. The COMPANY Software licensed to the AGENCY in this Agreement is its Criminal Activity Police Enforcement Records System (hereinafter "CAPERS") including any third party products that the COMPANY integrates with the Software.
3. LICENSE GRANT. Subject to the payment of fees in accordance with Paragraph 3 and the other terms and conditions of this Agreement, the COMPANY grants the AGENCY a perpetual, non-exclusive, non-transferable license to (i) use the LICENSED SOFTWARE and related user documentation (the "DOCUMENTATION"), on a single computer, which acts as the AGENCY'S server for its own internal business purposes, and (ii) make one backup copy of the LICENSED SOFTWARE, provided that the LICENSED SOFTWARE is not modified and all copyright notices are maintained on the LICENSED SOFTWARE (collectively, the "LICENSE"). The AGENCY shall be responsible for obtaining all hardware and all third-party licenses for software necessary and not supplied by the COMPANY for the correct operation of the LICENSED SOFTWARE.

4. **LICENSE EXCLUSIONS.** The AGENCY may use the LICENSED SOFTWARE only to the extent expressly authorized or licensed under this Agreement. Specifically, but not by way of limitation, the AGENCY shall not (i) reproduce, modify, or create derivative works of the LICENSED SOFTWARE or DOCUMENTATION, or (ii) reverse engineer, decompile, or disassemble, or otherwise attempt to derive the source code of the LICENSED SOFTWARE, or any portion thereof.
5. **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** Subject only to the License expressly granted to the AGENCY herein, the COMPANY retains all right, title, and interest in and to the LICENSED SOFTWARE and DOCUMENTATION, including ownership of all copyrights, trademarks, trade secrets, and patents. Any integrated third-party software is the property of their respective owners and may be protected by copyright or other law.
6. **SOFTWARE UPDATES.** The COMPANY shall notify the AGENCY of any new standard or additional features released subsequent to the installation at the AGENCY and which are released during the term of this Agreement.
7. **SCOPE OF WORK, COST AND PAYMENT.** The AGENCY agrees to purchase from the COMPANY the following:

Description:	Unit Price:
<u>CAPERS RMS (Records Management System)</u>	<u>\$ 40,000.00</u>
<u>CAPERS Interface to Southwest Dispatch</u>	<u>\$ 5,000.00</u>
<u>Annual Maintenance (bug fixes, upgrades, 24/7 support)</u>	<u>\$ 10,000.00</u>
Implementation Cost:	<u>\$ 55,000.00</u>
Rebates/Promotions:	<u>\$ - 10,000.00</u>
Total Implementation Cost:	<u>\$ 45,000.00</u>
Annual Maintenance Dues:	<u>\$ 10,000.00</u>

The AGENCY agrees to pay the COMPANY \$22,500.00 at the completion of the project and will be invoiced at Go-Live. The remaining \$22,500.00 will be invoiced two months prior to the anniversary date of Go-Live. The contract sum shall not be increased without the express written consent of the AGENCY.

Annual maintenance dues will be invoiced two months prior to the anniversary date of Go-Live in the amount of \$10,000.00. Total amount due will be \$32,500.00.

The COMPANY will provide all initial hardware, installation and training for the purchased software listed above as described in Addendum A. Any additional hardware needed will be quoted by the COMPANY for approval by the AGENCY.

The AGENCY agrees to supply the COMPANY with secure Virtual Private Network access to the AGENCY'S firewall for access to hardware listed in Addendum A.

If additional training or on-site support is deemed necessary by the AGENCY, the rate for service will be ninety-five dollars (\$95) an hour.

8. ASSIGNMENT. The COMPANY shall not assign the duties and obligations involved in the performance of this Agreement, which is the subject matter of this Contract without the express written consent of the AGENCY.
9. INDEMNIFICATION AND INSURANCE. To the fullest extent permitted by law, the AGENCY shall defend, indemnify and hold harmless the COMPANY and its respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of, or in connection with the COMPANY'S performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting there from, that is caused in whole or in part by any act or omission of the COMPANY, any subcontractor, anyone directly or indirectly employed by them for anyone for whose acts any of them may be liable.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of the AGENCY or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The AGENCY further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

The COMPANY agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

10. CONFIDENTIALITY. All information of any kind disclosed to the AGENCY by the COMPANY (in whatever form, including without limitation, written and oral information) shall be deemed the COMPANY'S proprietary and confidential information ("Confidential Information"). The AGENCY (a) shall treat and maintain the Confidential Information as the COMPANY'S confidential property, (b) shall not disclose the Confidential Information to any other person or entity except as authorized herein, (c) shall safeguard the Confidential Information at least to the same extent that it would its own proprietary and confidential information, and (d) shall not duplicate, use or disclose the Confidential Information, in whole or in part, to others except as is necessary to use the Software and Services hereunder (and then only on a confidential basis satisfactory to the COMPANY). Confidential Information shall include, without limitation, any information (including any technical information, experience or data) regarding the COMPANY'S products, plans, programs, processes, costs, equipment, operations or customers which may be disclosed to or come within the knowledge of, the AGENCY, its employees and agents in the performance of this Agreement. The provisions of this Section shall not apply to any information referred to in this Section which the AGENCY establishes (a) has been published and has become part of the public domain other than by acts or omissions of the AGENCY, its employees and agents, (b) has been furnished or made known to the AGENCY by third parties (other than those acting directly or indirectly for or on behalf of the COMPANY) as a matter of legal right and without restriction

on disclosure or use, or (c) was in the AGENCY's possession prior to disclosure by the COMPANY to the AGENCY and was not acquired by the AGENCY, its employees and agents directly or indirectly from the COMPANY.

11. **NOTICE.** Except as otherwise specifically provided herein, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if sent by a nationally-recognized courier service such as Federal Express, or if deposited in the United States mail, postage prepaid, for mailing by first-class registered or certified mail, addressed as follows:

If to the AGENCY, it shall be addressed to:

Chief Mark Shelton  
Willowbrook Police Department  
7760 Quincy Street  
Willowbrook, Illinois 60527

If to the COMPANY, it shall be addressed to:

Intelligent Solutions  
9930 West 190<sup>th</sup> Street, Unit L  
Mokena, Illinois 60448  
Attention: Richard Fugett

or to such other address or individual as either party may specify from time to time by written notice given by such party in accordance with this Paragraph.

12. **COMPLIANCE WITH LAWS.** The COMPANY shall comply with all federal, state, and local statutes, laws, ordinances, regulations, rules and codes applicable to the Software and Services, including the AGENCY'S site rules and regulations, and permits and licenses that may be required to perform the Services.
13. **APPLICABLE LAW.** This agreement is construed and interpreted in accordance with the laws and judicial decisions of the State of Illinois and all questions of performance hereunder shall be determined in accordance with such laws and judicial decisions; by execution of this Agreement, the COMPANY and the AGENCY agree to submit to the jurisdiction of the courts of the State of Illinois.
14. **AMENDMENTS AND MODIFICATIONS.** This Agreement may not be amended or otherwise modified other than by a written agreement signed by all of the parties hereto.
15. **FAIR DEALING.** The parties recognize and intend that portions of this Agreement are very general in nature, and the parties acknowledge that they intend to operate in good faith and deal fairly with one another when interpreting their respective obligations hereunder.

16. TERMINATION. Either party may terminate this Agreement subject to the following:
- a) Events of Default. Either party may terminate this Agreement upon the occurrence of one or more of the following events: the other party (i) violates or fails to perform any covenant, provision, obligation, term or condition of this Agreement, or (ii) ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act or any other federal or state statute relating to insolvency or the protection of rights of creditors.
  - b) Notice and Right to Cure. Upon occurrence of an event of default described in 16(a), the party not in default may immediately terminate this Agreement by giving written notice to the party in default, provided that the party seeking to terminate this Agreement has not itself committed a breach as provided in 16(a) at the time of providing written notice. However, the default is not cause for termination if (i) it is reasonably susceptible to cure, and (ii) the other party cures the default within thirty (30) days of written notice of default or presents a plan to cure the default and the default is cured within sixty (60) days of written notice of default.
  - c) Effect of Termination. If this Agreement is terminated pursuant to Paragraph 16, the Agreement shall become void and of no further force and effect. Nothing in Paragraph 16 releases either party from any liability for any breach by such party of the terms of this Agreement. Further, the rights and remedies provided to the parties in Paragraph 16 are not exclusive and are in addition to any other rights and remedies provided by this Agreement or by law or in equity.
17. FORCE MAJEURE. The parties shall not be liable to each other for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of nature or other causes which are unavoidable in nature and beyond the reasonable control of the party claiming *force majeure*. This provision shall not be construed as relieving any party from its obligation to pay any sum due to the other party. In the event that a *force majeure* was to prevent material compliance with this Agreement for more than 90 days, either party shall have the right to terminate this Agreement pursuant to Paragraph 16.
18. CONSTRUCTION. Captions and section headings used herein are for convenience only, are not part of this Agreement, and shall not be used in construing it.
19. SEVERABILITY. A judicial determination that any provision of this Agreement is invalid in whole or in part shall not affect the enforceability of those provisions found not to be invalid.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, superseding any and all previous proposals, representations or statements, oral or written. Any previous agreements between

the parties pertaining to the subject matter of this Agreement are hereby expressly canceled and terminated. The terms of this Agreement supersede the terms of any invoice or purchase order issued by either party. Any modifications of this Agreement must be in writing and signed by authorized representatives of both parties hereto.

- 21. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A facsimile signature to this Agreement is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the AGENCY and the COMPANY have executed this Agreement on the date hereof.

**Willowbrook Police Department**

**CAPERS/Intelligent Solutions**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A**

The COMPANY shall provide the AGENCY all initial installation services, training and Go-Live support for all CAPERS software. The COMPANY shall also provide necessary hardware for the following software as specified:

**CAPERS RMS:** One (1) Database server with ample processing and storage size as deemed by COMPANY

**CAPERS CAD:** One (1) Web Server with ample processing and storage size as deemed by COMPANY

**CAPERS MOBILE:** SSL Certificate and Domain Name

**CAPERS Enhanced Property & Evidence:** One (1) Handheld Scanner, One (1) Label Printer, One (1) Scanner Docking Station, Five (5) Cases of Polypro Labels, (2) Cases of Resin Ribbon for Label Printer, and One (1) Universal Power Supply

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** MOTION TO APPROVE A PROPOSAL FOR THE PURCHASE AND INSTALLATION OF HIGH EFFICIENCY LIGHTING FOR THE VILLAGE HALL – TWIN SUPPLIES LIGHTING, LTD.

**AGENDA NO.** 11

**AGENDA DATE:** 11/26/2012

**STAFF REVIEW:** Garrett Hummel, Management Analyst

**SIGNATURE:** 

**LEGAL REVIEW:**

**SIGNATURE:** N/A

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

**SIGNATURE:** 

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

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

At the August 27, 2012 Village Board Meeting, a resolution was passed to pursue grant funding for an energy efficient lighting project for the Village Hall. The Illinois Energy Now and the Illinois Clean Energy incentive grants are available to local governments looking to upgrade their lighting. Staff worked with Twin Supplies Lighting to develop an inventory of our lighting needs. From the inventory, an estimate was developed as to how much funding the Village would be eligible for. The incentive amount available from each grant is based upon the level of energy usage reduction.

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

The table below shows the breakdown of the grant funding received as well as the project costs.

	1.) All Fixtures Retro-Fitted (New Estimate)	2.) Combination of Retro-Fit & New Fixtures (New Estimate)	3.) All New 2'x4' Fixtures (New Estimate)
<b>Total Project Cost</b>	\$ 28,089.75	\$ 30,024.75	\$ 37,620.12
<b>Grant Funding Available:</b>			
DCEO: Illinois Energy Now	\$ 15,244.50	\$ 15,244.50	\$ 15,244.50
DCEO: Incentive Bonus (14%)	\$ 2,134.23	\$ 2,134.23	\$ 2,134.23
Illinois Clean Energy (ICE) Grant	\$ 12,093.00	\$ 12,093.00	\$ 12,093.00
<b>Total Incentive Grant Money</b>	\$ 29,471.73	\$ 29,471.73	\$ 29,471.73
<b>Total Cost to the Village</b>	\$ (1,381.98)	\$ 553.02	\$ 8,148.39

As the table shows, the total approved incentive funding came in at \$29,471.73. This amount includes the \$2,134.23 for the DCEO Incentive Bonus for completing the project by February 14, 2013. Option 1 (all retro-fit fixtures) can be completed at no cost to the Village. Option 2 (combination of retro-fit & new fixtures) would require the Village to cover \$553.02 of the project costs. Option 3 (all new 2'x4' fixtures) would require the Village to pay \$8,148.39. Item was reviewed at 11/12/12 Municipal Services Committee Meeting and Option 3 was recommended.

**ACTION PROPOSED:** BOARD APPROVAL TO ACCEPT A PROPOSAL FROM TWIN SUPPLIES LIGHTING, LTD. FOR THE PURCHASE AND INSTALLATION OF HIGH EFFICIENCY LIGHTING FOR THE VILLAGE HALL – TWIN SUPPLIES LIGHTING, LTD.

# TWIN SUPPLIES, LTD.

High Efficiency Lighting

CHRIS SKOKNA 1010 JORIE BLVD, STE 124 OAK BROOK, IL 60523  
 PHONE: (708) 609-0784 FAX: (630) 537-1045 EMAIL: chrisjm@comcast.net

## Estimate

Date	Estimate #
11/19/2012	Proj. 2185

Village of Willowbrook  
 Police Department/Village Hall  
 7760 Quincy Street  
 Willowbrook, Illinois 60527

Ship To  
 Village of Willowbrook  
 Police Department/Village Hall  
 7760 Quincy Street  
 Willowbrook, Illinois 60527

Rep	Project

Item	Description	Qty	Rate	Total
REF-KIT 2 X 4 ADVANCE	REFLECTOR, SOCKETS, BRACKETS, WIRE SHIELDS, TWO F32T8/ADV/850/ALTO SERIES #13990-7 & ADVANCE BALLAST#IOPA-2P32-N CENTIUM, POWER PLUG LUMINAIRE DISCONNECT #102	111	60.00	6,660.00
REF-KIT 1 X 4	TWO PHILIPS F32T8/ADV850/ALTO ENERGY ADVANTAGE ADVANCED BALLAST #IOP2P32LWSC, SOCKETS, POWER PLUG LUMINAIRE DISCONNECT #102	14	32.00	448.00
REF-KIT 2 X 2	REFLECTOR, SOCKETS, BRACKETS, WIRE SHIELDS, TWO PHIL-F17T8.TL850/PLUS/ALTO & ELECTRONIC BALLAST ADVANCE IOPA-2P32-SC OPTANUM	1	55.00	55.00
REF-KIT 1 X 2	SOCKETS, BRACKETS, WIRE SHIELDS, ONE F 17 T8 850 SERIES, T12 2 FOOT 1/2 LAMP ELECTRONIC BALLAST	4	32.00	128.00
TCP-LED14E26P3030KFL	TCP PAR 30 FLOOD 14 WATT LED DIMMABLE 3000K	112	43.00	4,816.00
TCP-LED9E26P2030KFL	TCP PAR20 9 WATT LED 50,000 HOURS	5	25.00	125.00
PHILIPS-G10PV2332UV1...	PHILIPS- 3 LAMP T8 POWER CAGE W/ CORD; ENHANCED REFLECTOR; HIGH BALLAST FACTOR; WIRE GUARD	9	175.00	1,575.00
PHILIPS-QC10'	10' LONG Y-STYLE QUICK HANG CABLE KIT	9	12.75	114.75
PHILIPS-OPTW6 22217U...	2 X2 2 LAMP T8 LENSED TROFFER WITH 6 CELL WHITE LOUVER. (1) ADVANCE IOP2S32SC PROGRAMMABLE START BALLAST, DIFFUSED WHITE REFLECTOR	1	109.00	109.00

**Subtotal**

**Sales Tax (0.0%)**

**Total**

# TWIN SUPPLIES, LTD.

High Efficiency Lighting

CHRIS SKOKNA 1010 JORIE BLVD, STE 124 OAK BROOK, IL 60523  
 PHONE: (708) 609-0784 FAX: (630) 537-1045 EMAIL: chrisjmj@comcast.net

## Estimate

Date	Estimate #
11/19/2012	Proj. 2185

Village of Willowbrook Police Department/Village Hall 7760 Quincy Street Willowbrook, Illinois 60527
---

Ship To
Village of Willowbrook Police Department/Village Hall 7760 Quincy Street Willowbrook, Illinois 60527

Rep	Project

Item	Description	Qty	Rate	Total
PHILIPS-W6	6' WHIP	28	10.00	280.00
PHILIPS-OPTW1824132...	2X4 2 LAMP T8 RECESSED TROFFER 18 CELL WHITE LOUVER. (1) ADVANCE IOPA1P32HLS, 1.18BF 120-277V; DIFFUSE WHITE REFLECTOR	27	119.00	3,213.00
LUMECON- LF-LG-70-NW	LUMECON 70 WATT LED LARGE FLOOD 90,000 HR 10 YEAR WARRANTY	6	509.00	3,054.00
LUMECON- LF-RB-30-NW	LUMECON 32W LED ROUND BACK FLOOD LIGHT 10 YEAR WARRANTY	1	250.00	250.00
LUMECON- LWP-SA-30-...	LUMECON 32 WATT LED SMALL ADJUSTABLE WALLPACK 90,000HR 10 YEAR WARRANTY	6	335.00	2,010.00
LABOR	LABOR TIME		6,845.00	6,845.00
DCEO-INCENTIVE	DCEO-INCENTIVE BASED UPON APPROVAL ***When the incentive check is received from Judy Baar Topinka, this amount will be due the next day****		-14,944.50	-14,944.50
JCE-INCENTIVE	ILLINOIS CLEAN ENERGY ACT INCENTIVE BASED UPON APPROVAL ***When the incentive check is received ; this amount will be due the next day**** \$		-12,093.00	-12,093.00
DCEO BONUS INCENTIL...	14% BONUS IF PROJECT IS COMPLETED BY FEB 7, 2013		-2,092.23	-2,092.23

<b>Subtotal</b>	\$553.02
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$553.02

# TWIN SUPPLIES, LTD.

*High Efficiency Lighting*

CHRIS SKOKNA 1010 JORIE BLVD, STE 124 OAK BROOK, IL 60523  
 PHONE: (708) 609-0784 FAX: (630) 537-1045 EMAIL: chrisjmj@comcast.net

## Estimate

Date	Estimate #
11/19/2012	Proj. 2185

Village of Willowbrook Police Department/Village Hall 7760 Quincy Street Willowbrook, Illinois 60527
---

Ship To
Village of Willowbrook Police Department/Village Hall 7760 Quincy Street Willowbrook, Illinois 60527

Rep	Project

Item	Description	Qty	Rate	Total
REF-KIT 1 X 4	TWO PHILIPS F32T8/ADV850/ALTO ENERGY ADVANTAGE ADVANCED BALLAST #IOP2P32LWSC, SOCKETS, POWER PLUG LUMINAIRE DISCONNECT #102	14	32.00	448.00
REF-KIT 2 X 2	REFLECTOR, SOCKETS, BRACKETS, WIRE SHIELDS, TWO PHIL-F17T8/TL850/PLUS/ALTO & ELECTRONIC BALLAST ADVANCE IOPA-2P32-SC OPTANIUM	1	55.00	55.00
REF-KIT 1 X 2	SOCKETS, BRACKETS, WIRE SHIELDS, ONE F 17 T8 850 SERIES, T12 2 FOOT 1/2 LAMP ELECTRONIC BALLAST	4	32.00	128.00
TCP-LED14E26P3030KFL	TCP PAR 30 FLOOD 14 WATT LED DIMMABLE 3000K	112	43.00	4,816.00
TCP-LED9E26P2030KFL	TCP PAR20 9 WATT LED 50,000 HOURS	5	25.00	125.00
TCP-26L90W	RED DIECAST EXIT SINGLE FACE BBU 25 YEAR LED WHITE HOUSING	12	50.00	600.00
PHILIPS-G10PV2332UV1...	PHILIPS- 3 LAMP T8 POWER CAGE W/ CORD; ENHANCED REFLECTOR; HIGH BALLAST FACTOR; WIRE GUARD	9	175.00	1,575.00
PHILIPS-QC10'	10' LONG Y-STYLE QUICK HANG CABLE KIT	9	12.75	114.75
PHILIPS-OPTW6 22217U...	2 X2 2 LAMP T8 LENSED TROFFER WITH 6 CELL WHITE LOUVER. (1) ADVANCE IOP2S32SC PROGRAMMABLE START BALLAST, DIFFUSED WHITE REFLECTOR	1	109.00	109.00

**Subtotal**

**Sales Tax (0.0%)**

**Total**

# TWIN SUPPLIES, LTD.

High Efficiency Lighting

CHRIS SKOKNA 1010 JORIE BLVD, STE 124 OAK BROOK, IL 60523  
 PHONE: (708) 609-0784 FAX: (630) 537-1045 EMAIL: chrisjmj@comcast.net

## Estimate

Date	Estimate #
11/19/2012	Proj. 2185

Village of Willowbrook Police Department Village Hall 7760 Quincy Street Willowbrook, Illinois 60527
---

Ship To
Village of Willowbrook Police Department/Village Hall 7760 Quincy Street Willowbrook, Illinois 60527

Rep	Project

Item	Description	Qty	Rate	Total
PHILIPS-W6	6' WHIP	139	10.00	1,390.00
PHILIPS-OPTW1824132...	2X4 1 LAMP T8 RECESSED TROFFER 18 CELL WHITE LOUVER, (1) ADVANCE IOPA1P32HLS, 1.18BF 120-277V; DIFFUSE WHITE REFLECTOR	138	119.00	16,422.00
LUMECON- LF-LG-70-NW	LUMECON 70 WATT LED LARGE FLOOD 90,000 HR 10 YEAR WARRANTY	6	509.00	3,054.00
LUMECON- LF-RB-30-NW	LUMECON 32W LED ROUND BACK FLOOD LIGHT 10 YEAR WARRANTY	1	250.00	250.00
LUMECON- LWP-SA-30-...	LUMECON 32 WATT LED SMALL ADJUSTABLE WALLPACK 90,000HR 10 YEAR WARRANTY	6	335.00	2,010.00
LABOR	LABOR TIME		7,640.00	7,640.00
DCEO-INCENTIVE	DCEO-INCENTIVE BASED UPON APPROVAL ***When the incentive check is received from Judy Baar Topinka, this amount will be due the next day****		-16,224.00	-16,224.00
ICE-INCENTIVE	ILLINOIS CLEAN ENERGY ACT INCENTIVE BASED UPON APPROVAL ***When the incentive check is received ; this amount will be due the next day**** \$		-12,093.00	-12,093.00
DCEO BONUS INCENTI...	14% BONUS IF PROJECT IS COMPLETED BY FEB 7, 2013		-2,271.36	-2,271.36

<b>Subtotal</b>	\$8,148.39
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$8,148.39



**Illinois  
Department of Commerce  
& Economic Opportunity**

Pat Quinn, Governor

**Notice to Proceed**

September 28, 2012

Mr. Robert Napoli, Mayor  
Village of Willowbrook  
7760 S QUINCY ST  
WILLOWBROOK, IL 60527-5532

RE: Application 5041 Village of Willowbrook

Dear Mr. Napoli:

The Department is in receipt of your Public Sector Energy Efficiency Pre-Approval application to install energy efficient equipment. Your application has been reviewed and was found to meet all the necessary requirements to proceed with the proposed project. Please refer to Application #5041 for all correspondence regarding this project.

This letter will serve as your formal **Notice to Proceed** for this project. We have reserved funds for your project, estimated to be \$15,244.50 and they will be held until May 15, 2013. Equipment installation must be completed and all documentation must be submitted to the Department for final review and approval. It is your responsibility to verify that all equipment meets the required specifications.

Please be advised that final documentation must include required 2012-2013 Year 5 documents (see [www.ilenergynow.org](http://www.ilenergynow.org) for the latest version). Final documentation must include all required forms as listed in Application Checklist located in Public Sector Energy Efficiency Program 2012-2013 Guidelines, Appendix A, page A-2. Your facility may be selected for a verification site visit.

Upon project completion, please indicate your agreement with these terms by completing the appropriate forms included in the attached Rebate Agreement and return to my attention at Illinois Department of Commerce and Economic Opportunity, Illinois Energy Office, 500 E. Monroe Street, Springfield, IL 62701.

If you have any questions or require any additional information, please feel free to contact me by telephone at (217)785-0164 or by email at [andrea.reiff@illinois.gov](mailto:andrea.reiff@illinois.gov).

Sincerely,

Andrea Reiff

Public Sector Energy Efficiency Program

---

[www.ildceo.net](http://www.ildceo.net)

500 East Monroe  
Springfield, Illinois 62701-1643  
217/782-7500 • TDD: 800/785-6055

100 West Randolph Street, Suite 3-400  
Chicago, Illinois 60601-3219  
312/814-7179 • TDD: 800/785-6055

2309 West Main, Suite 118  
Marion, Illinois 62959-1180  
618/997-4394 • TDD: 800/785-6055



**Illinois  
Department of Commerce  
& Economic Opportunity**

Pat Quinn, Governor

**STATE OF ILLINOIS**  
**DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

**REBATE AGREEMENT # 249**

**Whereas**, the Illinois Department of Commerce and Economic Opportunity (**Department**) is a public agency of the State, as defined under the Act, and is authorized under the Energy Conservation and Coal Development Act, 20 ILCS 1105/3 et seq., as amended and supplemented, to administer on behalf of the State any energy programs and activities under federal law, regulations or guidelines, and is specifically authorized under the Public Utilities Act, 220 ILCS 5/8-103 et seq., as amended and supplemented ("Public Utilities Act") to administer a portion of the Illinois Energy Efficiency Portfolio ("EEP"); and

**Whereas**, the EEP sets certain statutory requirements to meet incremental annual energy savings goals, procure a minimum percent of the portfolio from local government, schools, and community colleges, and target low income households proportionate to their share of annual utility revenues; and

**Whereas**, **Village of Willowbrook (Entity)** has submitted an application that has been reviewed and was found to meet all the necessary requirements set forth in the Department's Public Sector Energy Efficiency Program Guidelines and Application; and

**Whereas**, the Department is in receipt of Entity's Public Sector Energy Efficiency Program (PSEEP) application/notice of intent to install a qualifying energy efficient project that produces electricity and/or natural gas savings through efficiency improvements in buildings, equipment, or process;

**THEREFORE**, the Parties enter into this Rebate Agreement (**Agreement**) to set forth their respective responsibilities relative to the rebate described herein, and hereby agree as follows:

1. **Requirements**

The Entity agrees to comply with all Illinois, federal laws and administrative rules applicable to the provision of services under this contract. The Entity will provide the following services to the Department:

- A. Complete the project tasks and meet the applicable specifications as outlined in the PSEEP Application, attached hereto as **Attachment A**.
- B. Allow the Department to verify compliance with the performance under the provisions of this Rebate Agreement, and grant permission to person or institutions to release information requested by the Department.
- C. Provide any additional documentation as requested by the Department.
- D. The Entity must submit a status report within 90 days from the date of this Rebate Agreement that delineates the completeness of the project tasks as outlined in the application. No status report will be necessary if the Entity has submitted the payment request/certification form pursuant to Section 4 of this Rebate Agreement.

The Department agrees to reserve funds necessary to make the payment pursuant to Section 4 of this Rebate Agreement for the term specified below. The payment will be made once the Department is satisfied that the project tasks in the attached application have been completed, and that all documentation required by this Agreement has been submitted and approved by the Department.

2. Commitments

The Entity agrees that all warranties and representations made by the Entity in the application and this Rebate Agreement are true, accurate and complete for the term of the Agreement, and that should any warranty or representation prove to have been incorrect when made in any material respect it will constitute a default of this Rebate Agreement.

3. Term

The term of this Agreement shall begin on July 1, 2012, and shall terminate on or before May 31, 2013. As authorized under the Public Utilities Act, eligible prior incurred costs that advance efficiency measures as indicated on the pre-application are payable under the terms of this agreement.

4. Payment

The amount of the rebate for services shall not exceed \$50,000.

To receive payment, the Entity must be approved by the Department and submit final documentation by May 15, 2013. Examples of the final documentation, including the payment request, final application, and certification forms are attached hereto as **Attachment B**.

Obligations of the Department under this Agreement will cease immediately without penalty of further payment being required if in any fiscal year sufficient funding is not available to implement the EEP pursuant to the Public Utilities Act.

5. Grant Funds Recovery Act (30 ILCS 705/1, *et seq.*)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and

supporting documentation are not available to support their purported disbursement or expenditure.

Agreements in excess of \$25,000 require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.

#### 6. Notices

Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in this section by any of the following means: (a) personal service, (b) electronic communication, (whether by email [illinois.energy@illinois.gov](mailto:illinois.energy@illinois.gov) or fax 217/785-2618), (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any document submitted pursuant to this Agreement must contain original signatures. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

To Department:

Illinois Department of Commerce  
and Economic Opportunity  
500 East Monroe St.  
Springfield, Illinois 62701

Attn: Andrea Reiff

To Entity:

Village of Willowbrook  
7760 S QUINCY ST  
WILLOWBROOK, IL 60527-5532

Attn. Robert Napoli

#### 7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and shall supersede any and all prior agreements regarding the subject matter hereof.

#### 8. Applicable Law and Severability

This Agreement shall be governed by the laws of the State. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

#### 9. Drug Free Workplace

The Entity certifies that:

- A)  It is a Corporation, Partnership, or other entity (other than an individual) with **24 or fewer employees** at the time of execution of this Agreement.
- B)  That the purpose of this grant is to fund solid waste reduction.
- C)  It is a Corporation, Partnership, or other entity (other than an individual) with **25 or more employees** at the time of execution of this Agreement, or
- D)  That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this rebate is five thousand dollars (\$5,000.00) or more, the Entity is notified that the Drugfree Workplace Act (30 ILCS 580/1 *et seq.*) is applicable to this Agreement, and the Entity must comply with the terms of said Act.

If the Entity is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

**WHEREFORE**, the Parties hereby execute this Rebate Agreement by their authorized representatives. Entity's execution of this Agreement shall serve as its certification under oath that Entity has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Entity shall be bound by the same. Entity acknowledges that the individual executing this Agreement is authorized to act on the Entity's behalf. Entity further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

DEPARTMENT OF COMMERCE  
AND ECONOMIC OPPORTUNITY

Village of Willowbrook

By:

By:

\_\_\_\_\_  
David Vaught, Director

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TIN Certification

Under penalties of perjury, the undersigned certifies on behalf of the Entity that the name and taxpayer information number and legal status listed below are correct:

Name: Village of Willowbrook

Taxpayer Identification Number:

SSN/FEIN: 36-6097046

Legal Status:

Individual

Estate or Trust

Sole Proprietor

Pharmacy - Non-corporate

Partnership/Legal Corporation

Nonresident Alien

Corporation

Pharmacy/Funeral Home/Cemetery Corp

Not For Profit Corporation

Tax Exempt

Medical Corporation

Governmental

Limited Liability Company (select applicable tax classification)

C – Corporation

P – Partnership

D – Disregarded Entity

Approved by:

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Printed Name)*

Title \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**(See Following Pages)**

APPENDIX A. APPLICATION - PUBLIC SECTOR  
STANDARD AND CUSTOM INCENTIVE PROGRAMS

SECTION 1. GENERAL INFORMATION

Complete Sections 1, 2, and 3 and appropriate Incentive Worksheets in Appendix B (Standard Incentive Program Worksheets) and/or Appendix C (Custom Incentive Program Worksheet). For this application form and associated worksheets, DCEO encourages the use of the Excel spreadsheet, Public Sector Application Forms.xls, available at [www.ilenergynow.org](http://www.ilenergynow.org). Applying for electric and/or natural gas incentives from both DCEO and participating utilities for the same energy efficiency measure is prohibited.

Check One:  Pre-approval  Final Application

<b>Public Entity:</b> Village of Willowbrook			
<b>Public Sector Class:</b>			
Local Government <input checked="" type="checkbox"/>	K-12 School <input type="checkbox"/>	Community College <input type="checkbox"/>	
Public University <input type="checkbox"/>	State Agency <input type="checkbox"/>	Federal Agency <input type="checkbox"/>	
<b>Project Manager:</b>			
Robert A. Napoli		Title: Mayor	
<b>Address:</b> 7760 Quincy Street		City: Willowbrook	Zip Code: 60527-5584
Telephone #: (630) 323-8215	Fax #: (630) 323-0767	Email Address: <a href="mailto:stummel@willowbrook.il.us">stummel@willowbrook.il.us</a>	
<b>Contractor Information</b>			
Christopher Skolna		Company: Twin Supplies, Ltd.	
<b>Address:</b> 1010 Jorie Blvd Ste 124		City: Oak Brook	Zip Code: 00008-0523
Telephone #: 630-560-5138	Fax #: 630-537-1045	Email Address: <a href="mailto:twincorants@gmail.com">twincorants@gmail.com</a>	
<b>Proposed Start Date:</b> (MM/YY/YEAR) 10/23/2012		<b>Planned Completion Date:</b> (MM/YY/YEAR) 2/5/2013	
<b>Electric Utility</b>		<b>Natural Gas Utility</b>	
<input type="checkbox"/> Ameren Illinois <input checked="" type="checkbox"/> ComEd		<input type="checkbox"/> Ameren Illinois <input type="checkbox"/> Nicor	
		<input type="checkbox"/> Peoples Gas <input type="checkbox"/> North Shore	
<b>Total Gas &amp; Electric Incentive Requested:**</b> \$ 15,244.50		<b>Total Project Cost:**</b> \$ 30,522.75	
<b>Other Public Incentive Funds***</b> \$ 12,170.01		Specify: *** Illinois Clean Energy	
<b>DCEO USE ONLY</b>			
<b>Standard Incentive:</b>		<b>Standard Incentive:</b>	
<b>Custom Incentive:</b>		<b>Custom Incentive:</b>	
<b>Total Incentive:</b>		<b>Total Incentive:</b>	

\* Total Incentive cannot exceed 75 percent of the total project cost. The combined DCEO incentives and other public sources incentives cannot exceed 100 percent of total project cost.

\*\* Total Project Cost = Equipment + Labor

\*\*\* Such as State Energy Program (SEP), Energy Efficiency and Conservation Block Grant (EEBCG), and Illinois Clean Energy Community Foundation (ICECF).

Illinois Energy Now - Public Sector Energy Efficiency Program 2012-2013

SECTION 5. APPLICANT CERTIFICATIONS FOR STANDARD AND CUSTOM INCENTIVE PROGRAMS

Applicant hereby certifies that:

- For electric energy projects, the project received electric delivery service from Ameren Illinois or ComEd. A copy of the electric utility bill or other documentation must be submitted with this Application.
- For natural gas energy projects, the project received natural gas delivery service from Ameren Illinois, Nicor, Peoples or North Shore. A copy of the gas utility bill or other documentation must be submitted with this Application.
- All authorizations required to perform the project, described in its application, have either been obtained or will be obtained no later than 90 days following the grant beginning date set forth in the Notice of Grant Award issued by the Department.
- The project complies with all applicable state, federal, and local environmental and zoning laws, ordinances, and regulations and that all required licenses, permits, etc., have either been obtained or will be obtained no later than 90 days following an award by DCEO.
- It is not in violation of the prohibitions against bribery of any officer or employee of the State of Illinois as set forth in 30 ILCS 605/10, 1.
- It has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1981 (720 ILCS 5/33 E-3 and 5/33 E-4).
- It is not in violation of the Educational Loan Default Act (5 ILCS 385/3).
- I understand that the State Finance Act, 30 ILCS 105/30 may apply and that payments under this incentive program are contingent upon the existence of a valid appropriation, and that no officer, institution, department, board or commission shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.
- I understand that the Illinois Prevailing Wage Act (820 ILCS 130/0.01) may apply and that Grantees are responsible for determining if their projects will trigger compliance.
- As of the submittal date, the information provided in its application is accurate, and the individual signing below is authorized to submit this application.

Robert A. Napoli  
Authorized Official (signature)

Robert A. Napoli  
Typed/Printed Name

Mayor  
Title

ghummel@willowbrook.il.us  
Authorized Signature E-mail Address

(630) 323-8215  
Telephone

(630) 323-0787  
Fax

AUGUST 27, 2012  
Date

Payment Information below

36-6097046  
FEN (4 digit, Federal Employment ID Number, does not start with 0)

Village of Willowbrook  
Name of Public Entity

7760 Quincy Street  
Street Address for Incentive Payment to be Mailed

Willowbrook, IL 60527-5594  
Payment City, 9 Digit Zip

\* Electronic Signatures not acceptable. Please supply Certifications (this page) with original signature via e-mail, fax, or electronically (scanned document).

**SECTION 2: BUILDING/FACILITY INFORMATION**

Complete this Page A-4 for each building included in this Application.

If your application includes more than one building/facility, a separate Appendix A, Section 2, Page A-4, plus all associated worksheets (Appendices B & C) must be filled out for each building/facility and submitted as part of this application.

Location Name of Building/Facility: Willowbrook Village Hall and Police		
Address: 7760 S. Quincy Street Unit BD	City: Willowbrook	Zip Code: 60527-5594
Electric Utility Account Number: 690344008	Gas Utility Account Number:	
Electric Meter Number:* 140293398	Gas Meter Number:*	
Project Cost for this Building Facility: \$ 30,522.75		

\*If multiple meters, just list one meter number.

Required:  Attach Electric Bill

Attach Natural Gas Bill

Please include pages of bills that list Taxes and Fees applied

Check for availability of funds at <http://www.ilenergynow.org> before submitting an application to DCEO.

Subject to funding availability:

Where the public sector facility is located in Ameren Illinois or ComEd electric service areas, facility is eligible for electric efficiency incentives for those measures that produce electric savings. Measures include; lighting, electric HVAC equipment, motors, electric kitchen equipment.

Where the public sector facility is located in Ameren Illinois, Nicor Gas, Peoples Gas or North Shore Gas natural gas service areas, facility is eligible for natural gas efficiency incentives for those measures that produce natural gas savings. Measures include; natural gas HVAC equipment, natural gas water heaters, natural gas kitchen equipment.

Where the public sector facility is located in both a participating electric service area and natural gas service area, facility is eligible for both electric and natural gas efficiency incentives.

Illinois Energy Now - Public Sector Energy Efficiency Program 2012-2013

Building	Price/Wattage Heat	Address	7780 Quincy Street	Project #
Building Incentive Worksheet - DCEO Public Sector Energy Efficiency Program 2012-2013				
Equipment Type	(A) Incentive	Unit	(B) # of Units	(A)(B) Incentive
<b>Compact Fluorescent Lamps (CFLs)</b>				
15 W or Less	\$1.50	Lamp		\$0.00
16 W - 26 W	\$1.50	Lamp		\$0.00
27 W or Greater	\$2.00	Lamp		\$0.00
<b>Hardwired Compact Fluorescent Fixtures - New Fixtures</b>				
29 W or Less	\$45.00	Fixture		\$0.00
30 W or Greater	\$62.00	Fixture		\$0.00
<b>Delamp, Hardwired Lamp Receptacle - Retrofit Fixtures, Pre-approval Required</b>				
Delamp, 4-foot Lamp, Ballast, Holders	\$12.00	Lamp		\$0.00
Delamp, 8-foot Lamp, Ballast, Holders	\$15.00	Lamp		\$0.00
Delamp, 4-foot Lamp, add Reflector	\$22.00	Lamp	237 ✓	\$5,214.00
Delamp, 8-foot Lamp, add Reflector	\$29.00	Lamp		\$0.00
<b>High Performance or Reduced Wattage 4-foot T8 - Retrofit Fixtures</b>				
4-foot Lamp and Ballast, T12 to T8	\$13.00	Lamp	250 ✓	\$3,250.00
4-foot Reduced Watt Lamp Only, 32W T8 to 25W T8 or 28W T8	\$1.50	Lamp		\$0.00
<b>Reduced Wattage 8-foot T8 - Retrofit Fixtures</b>				
8-foot Lamp and Ballast, T12 to T8	\$22.00	Lamp		\$0.00
8-foot Lamp Only, 58W T8 to T8 Lamp 57W or Less	\$2.50	Lamp		\$0.00
<b>Specialty T8 Lamps and Ballasts - Retrofit Fixtures</b>				
4-foot U-Tube and Ballast	\$7.00	Lamp		\$0.00
2-foot Lamp and Ballast	\$7.00	Lamp	2 ✓	\$14.00
3-foot Lamp and Ballast	\$12.00	Lamp		\$0.00
<b>LED Lighting</b>				
LED T-1 Electroluminescent Exit Signs	\$25.00	Sign	12 ✓	\$300.00
LED Lamp/Fixture <20 Watts	\$15.00	Lamp	117 ✓	\$1,755.00
<b>New LED or Induction Wall Packs - New Fixtures</b>				
20 W or Less	\$50.00	Fixture		\$0.00
21 W - 45 W	\$75.00	Fixture	7 ✓	\$525.00
46 W or Greater	\$100.00	Fixture	6 ✓	\$600.00
<b>Recessed Fixtures</b>				
Integrated Ballast Ceramic Metal Halide Lamps	\$7.50	Fixture		\$0.00
Pulse Start or Ceramic, 100 W or Less	\$33.00	Fixture		\$0.00
Pulse Start or Ceramic, 101 W - 200 W	\$57.00	Fixture		\$0.00
Pulse Start or Ceramic, 201 W - 350 W	\$98.00	Fixture		\$0.00
<b>Interior Induction Lighting - New Fixtures</b>				
Interior Induction Fixture 160W or less	\$45.00	Fixture		\$0.00
Interior Induction Fixture Greater than 160W	\$80.00	Fixture		\$0.00
<b>Controls</b>				
Occupancy Sensors	\$0.16	Connected Wires		\$0.00
Plug Load Occupancy Sensor	\$15.00	Sensors		\$0.00
B-Level Stairwell/Hall/Garage Fixtures w/ integrated sensors	\$70.00	Fixture		\$0.00
<b>LED Traffic Signal Modules - LED Signal Head consists of 1 red, 1 green and 1 yellow lens module. Arrow and Pedestrian LED Modules consist of 1 module (any color). Pedestrian Combination consists of walkhand and pushbutton.</b>				
8" Traffic LED Signal Head	\$125.00	Signal Head		\$0.00
12" Traffic LED Signal Head	\$150.00	Signal Head		\$0.00
8" Arrow LED Module or Single Ball	\$33.00	Module		\$0.00
12" Arrow LED Module or Single Ball	\$57.00	Module		\$0.00
8"-8" Pedestrian LED Module	\$49.00	Module		\$0.00
12" Pedestrian LED Module	\$57.00	Module		\$0.00
16"x16" Pedestrian Combo	\$57.00	Combo		\$0.00
<b>Total</b>				<b>\$11,655.00</b>

**Illinois Energy Now - Public Sector Energy Efficiency Program 2012-2013**

Building	Address	Project #							
Police-Village Hill	7760 Quincy Street								
Lighting Incentive Worksheet - DCEO Public Sector Energy Efficiency Program 2012-2013									
Equipment Type	(A) Incentive	Unit	(B) Watts Reduced (C-D)-(E-F)	(A*B) Incentive	(C) Existing Fixture Watts	(D) # of Units	(E) New Fixture Watts	(F) # of Units	
TS/75 New Fluorescent Fixtures with Electronic Ballast - New Fixtures, Pre-approval is required									
Watts Reduced	\$0.75		1248	\$936.00	188	12	54	12	
Watts Reduced	\$0.75		1740	\$1,305.00	488	6	110	5	
Watts Reduced	\$0.75		28	\$21.00	76	6	110	4	
Watts Reduced	\$0.75	Connected Watts Reduction	1560	\$1,170.00	158	15	84	15	
Watts Reduced	\$0.75		50	\$37.50	76	1	28	1	
Watts Reduced	\$0.75		158	\$117.00	78	2			
Watts Reduced	\$0.75		0	\$0.00					
Watts Reduced	\$0.75		0	\$0.00					
Watts Reduced	\$0.75		0	\$0.00					
Equipment Type	(A) Incentive	Unit	(B) kWh Reduced (C-D)-(E-F)*1000	(A*B) Incentive	(C) Existing Fixture Watts	(D) # of Units	(E) New Fixture Watts	(F) # of Units	
New Exterior LED or Induction Fixtures (Watt packs listed on Page B-2)									
kWh Reduced	\$0.30		0	\$0.00					
kWh Reduced	\$0.30		0	\$0.00					
kWh Reduced	\$0.30		0	\$0.00					
kWh Reduced	\$0.30		0	\$0.00					
kWh Reduced	\$0.30	Kilowatt-Hours Reduction	0	\$0.00					
kWh Reduced	\$0.30		0	\$0.00					
kWh Reduced	\$0.30		0	\$0.00					
kWh Reduced	\$0.30		0	\$0.00					
kWh Reduced	\$0.30		0	\$0.00					
Total			0	\$0.00					
				<b>\$3,696.50</b>					

**Attachment B**  
(See following pages)



**SECTION 2: BUILDING/FACILITY INFORMATION**

**Complete this Page A-4 for each building included in this Application.**

If your application includes more than one building/facility, a separate Appendix A, Section 2, Page A-4, plus all associated worksheets (Appendices B & C) must be filled out for each building/facility and submitted as part of this application.

Location Name of Building/Facility:		
Address:	City:	Zip:
Electric Utility Account Number:	Gas Utility Account Number	
Electric Meter Number*:	Gas Meter Number*:	
Project Cost for this Building/Facility:		
\$ _____		

\*If multiple meters, just list one meter number.

Required:        **Attach Electric Bill**            **Attach Natural Gas Bill**

**Please include pages of bills that list Taxes and Fees applied**

Check for availability of funds at [www.ilenergynow.org](http://www.ilenergynow.org) before submitting an application to DCEO.

Subject to funding availability:

Where the public sector facility is located in Ameren Illinois or ComEd electric service areas, facility is eligible for electric efficiency incentives for those measures that produce electric savings. Measures include; lighting, electric HVAC equipment, motors, electric kitchen equipment.

Where the public sector facility is located in Ameren Illinois, Nicor Gas, Peoples Gas or North Shore Gas natural gas service areas, facility is eligible for natural gas efficiency incentives for those measures that produce natural gas savings. Measures include; natural gas HVAC equipment, natural gas water heaters, natural gas kitchen equipment.

Where the public sector facility is located in both a participating electric service area and natural gas service area, facility is eligible for both electric and natural gas efficiency incentives.

**SECTION 3: APPLICANT CERTIFICATIONS FOR STANDARD AND CUSTOM INCENTIVE PROGRAMS**

Applicant hereby certifies that:

- For electric energy projects, the project received electric delivery service from Ameren Illinois or ComEd. **A copy of the electric utility bill or other documentation must be submitted with this Application.**
- For natural gas energy projects, the project received natural gas delivery service from Ameren Illinois, Nicor, Peoples or North Shore. **A copy of the gas utility bill or other documentation must be submitted with this Application.**
- All authorizations required to perform the project, described in its application, have either been obtained or will be obtained no later than 90 days following the grant beginning date set forth in the Notice of Grant Award issued by the Department.
- The project complies with all applicable state, federal, and local environmental and zoning laws, ordinances, and regulations and that all required licenses, permits, etc., have either been obtained or will be obtained no later than 90 days following an award by DCEO.
- It is not in violation of the prohibitions against bribery of any officer or employee of the State of Illinois as set forth in 30 ILCS 505/10.1.
- It has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).
- It is not in violation of the Educational Loan Default Act (5 ILCS 385/3).
- I understand that the State Finance Act, 30 ILCS 105/30 may apply and that payments under this incentive program are contingent upon the existence of a valid appropriation, and that no officer, institution, department, board or commission shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.
- I understand that the Illinois Prevailing Wage Act (820 ILCS 130/0.01) may apply and that Grantees are responsible for determining if their projects will trigger compliance.
- As of the submittal date, the information provided in its application is accurate, and the individual signing below is authorized to submit this application.

\_\_\_\_\_  
Authorized Official (signature)\*

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature E-mail Address

**Payment Information Below**

\_\_\_\_\_  
FEIN Number (9 digits, Federal Employment  
Id Number, does not start with "E")

\_\_\_\_\_  
Name of Public Entity

\_\_\_\_\_  
Street Address for Incentive Payment to be Mailed

\_\_\_\_\_  
Payment City, 9 Digit Zip

\* Electronic Signatures not acceptable. Please supply Certifications (this page) with original signature via e-mail, fax, or electronically (scanned document)

**PAYMENT REQUEST/CERTIFICATION**

Application No. FY13 5041

Rebate Agreement No: 249

Name and Address:

Village of Willowbrook  
7760 S QUINCY ST  
WILLOWBROOK, IL 60527-5532

Amount of Payment: \_\_\_\_\_

**CERTIFICATION**

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation of actual expenditures are on file in my office, and that I have full signature authority to sign on behalf of this organization.

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Department of Commerce and Economic Opportunity

Utility: ComEd

Program Manager \_\_\_\_\_ Code 37-0002 Date \_\_\_\_\_

Fiscal Liaison \_\_\_\_\_ Date \_\_\_\_\_

Authorization/Head of Unit \_\_\_\_\_ Date \_\_\_\_\_

**PROJECT COMPLETION DATE CERTIFICATION**

Application No. FY13 5041

Rebate Agreement No: 249

Recipient: Village of Willowbrook

I hereby make the following certifications under the terms of the above referenced Public Sector Energy Efficiency Program Rebate Agreement.

All project tasks have been completed in accordance with the terms of the Agreement.

All deliverables have been submitted in accordance with the terms of the Agreement.

The Project Completion Date is \_\_\_\_\_.

I further certify that I am authorized to make this certification on behalf of the Recipient named above.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title (printed)

\_\_\_\_\_  
Name (signed)

\_\_\_\_\_  
Date

**CHECKLIST  
for REBATE AGREEMENT**

After the project is **Complete**, submit entire Rebate Agreement with Attachment A: Pre-Approval Forms and Attachment B: Final Application Forms and required documents that must include:

- Rebate Agreement Section 9: Drug Free Workplace - place a check on the appropriate line.
- Rebate Agreement TIN Certification - verify that the Recipient's federal taxpayer identification number (9-digit FEIN) is correct.
- Authorized official for the Recipient must sign the Rebate Agreement TIN Certification.
- Authorized official for the Recipient must sign the Rebate Agreement.
- Completed PSEE Section 1, Application, Page A-3, check "Final" box
- Completed PSEE Section 2, Building/Facility Information (for each Building), Page A-4
- Signed PSEE Section 3, Applicant Certification, Page A-5
- Manufacturer spec sheets, unless submitted with Pre-Approval or if equipment updated
- Updated PSEE Standard Incentive Worksheet(s) – Appendix B, or Custom Incentive Worksheets (s) – Appendix C for each building
- Invoices and receipts
- Complete and sign the attached Project Payment Certification form.
- Complete and sign the attached Project Completion Date Certification form.
- For lighting projects, submit a Final Light Survey for each building (Appendix B, B-4 and B-6)

**Retrofit lamps and ballasts shall be listed at: <http://www.cce1.org/com/com-lt/com-lt-main.php3>, print out page containing model number and circle the model installed for approval.**

- Submit to: Andrea Reiff  
DCEO Illinois Energy Office  
500 E. Monroe Street 11th Fl  
Springfield, IL 62701  
(217)785-0164 phone      217/785-2618 fax  
[andrea.reiff@illinois.gov](mailto:andrea.reiff@illinois.gov)



Illinois Clean Energy  
community foundation

October 25, 2012

Mr. Garrett Hummel  
Director  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Dear Mr. Hummel:

We are very pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant of \$12,093 to the Village of Willowbrook for energy efficient upgrades to indoor lighting systems in your facilities.

Thank you for your leadership in demonstrating the value of investing in energy efficiency for your community: enhancing lighting quality, saving money, and improving the environment.

The enclosed grant agreement defines the terms and conditions of the grant. Two copies are provided.

**To accept the grant, please review, sign and return one complete copy of the grant agreement to the Foundation as soon as possible, and no later than one month from today.**

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

A handwritten signature in black ink that reads "Dennis F. O'Brien".

Dennis F. O'Brien  
Executive Director

Enclosure



October 25, 2012

Mr. Garrett Hummel  
Director  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Re: **Request ID: 6169**  
Village Hall/Police Lighting Upgrade

Dear Mr. Hummel:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of \$12,093 to the Village of Willowbrook ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. If the Grantee agrees to the terms and conditions in the agreement, please return one complete counter-signed copy of the Agreement no later than two months from the date of this agreement. Contact the Foundation if you have any questions.

#### Duration and Payment of Grant

This grant is to be used during the period November 1, 2012 through October 31, 2013 (the "Grant Period"). Upon satisfactory completion of the Project as defined herein, the Foundation will make a single payment to the Grantee based on the number of kilowatts of electricity demand reduced as a result of the Project as completed, but not more than \$12,093 or the total resulting cost of the project. If the resulting wattage reduction is less than 24.19 kilowatts, as estimated in the application materials submitted to the Foundation by the Grantee, the amount of the grant may be reduced on a pro-rated basis to reflect the actual reduction. The grant amount will not be increased in the event that the Project yields a greater wattage reduction than estimated in the grant application.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

### Purpose and Use of Grant

This grant is for the Village Hall/Police Lighting Upgrade (the "Project") described in the Project proposal and budget submitted to the Foundation by the Grantee and dated August 31, 2012. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

### Reporting Requirements

An **Interim Report** shall be submitted 6 months from the start date of this Agreement no later than October 31, 2012. The Interim Report shall include an update on project activity including construction – if started. If construction has not started 6 months from the date of this grant award, a detailed explanation must be provided that includes an update on project financing and expected construction start.

If the term of the grant extends beyond the grant expiration date due to substantial delays in project construction and completion, additional Interim Reports may be required if deemed necessary by the Foundation. In such circumstances, additional report(s) should be provided in six month increments after the initial Interim Report is submitted on October 31, 2012.

**Upon completion of the Project to the Grantee's satisfaction, the Grantee shall provide the Foundation with the various documents identified in Exhibit A attached hereto (the "Grantee Documents Required for Payment") as part of the Final Report. Promptly upon the Foundation's receipt of the Grantee Documents Required for Payment in form and substance satisfactory to the Foundation, the Foundation will send to the Grantee a check in the amount specified in the Duration and Payment of Grant section of this Agreement.**

### Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with clippings of resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

#### Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

#### Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code. **If the Grantee is not a unit of government, it agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.**

The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

#### The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Bob Romo, who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at bromo@illinoiscleanenergy.org.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien  
Executive Director

Attachment: Exhibit A – Grantee Documents Required for Payment

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee Village of Willowbrook  
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee ROBERT A. NAPOLI

Title of Signer Mayor

Authorized Signature Robert A. Napoli  
(This must be an original signature of an authorized representative of the Grantee.)

Date Signed November 13, 2012



**Illinois Clean Energy**  
community foundation

2 North LaSalle Street • Suite 1140 • Chicago IL 60602  
312.372.5191 • fax 312.372.5190 • www.IllinoisCleanEnergy.org

**Exhibit A**

**Grantee Documents Required for Payment**

**DOCUMENTS REQUIRED IMMEDIATELY**

To accept the grant offered by the Foundation, the Grantee must return one complete, counter-signed copy of the Grant Agreement within one month from the date of this letter. Please keep the second copy of the Agreement for your records.

**DOCUMENTS REQUIRED UPON PROJECT COMPLETION**

Upon completion of the Lighting Upgrade Project to the Grantee's satisfaction, the Grantee must send the Foundation a signed letter on organization letterhead that:

1. confirms the Grantee's acceptance of the Project system hardware and installation as complete and satisfactory;
2. requests that the grant be paid, specifying the exact amount requested; and
3. briefly reports on any educational efforts used to inform facility users or the general public about the benefits of the energy efficient lighting upgrade.

As attachments to that letter, the Grantee must provide the following documentation:

4. a detailed **updated** list of the quantity(ies) and type(s) of all indoor lighting equipment removed and new/retrofit systems installed as part of the Project; (see notes below)
5. a copy of the final itemized invoice(s) from and/or check(s) issued to all vendors involved in the Project, showing amounts already paid and amounts still owed; this may also include a summary of the hours and total costs of any in-house labor used to complete the Project; in sum, these documents should reflect the total resulting cost of the Project *for each facility upgraded*; and
6. a summary **updated** calculation of the electricity demand reduction, in watts or kilowatts, resulting from the Project, as completed, *for each facility upgraded*. (see notes below)

**(Notes:**

- a. The wattage savings due to work that is not eligible to be supported with this grant, such as upgrades to outdoor fixtures or the replacement of incandescent bulbs with "screw-in" compact fluorescent bulbs, should NOT be included in this calculation).
- b. Regarding documentation requirements #4 and #6; updated information reflecting actual lighting upgrade work performed and corresponding reduction in watts or kilowatts must be provided. A copy of documentation provided with the original funding application will not be accepted as evidence of compliance with these requirements.



**PUBLIC SECTOR  
ENERGY EFFICIENCY PROGRAM • 2012-2013**  
Electric and Natural Gas

# **SWEET DEAL BONUS**

## **ADDENDUM**

**Program Year 2012-13**

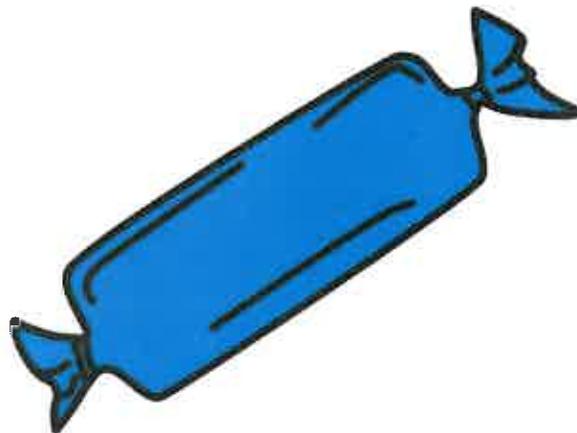
**Start Date: August 14, 2012**

**End Date: February 14, 2013**

**STANDARD & CUSTOM INCENTIVES**

**for**

**LOCAL GOVERNMENT, PUBLIC SCHOOLS (K thru 12),  
COMMUNITY COLLEGES, PUBLIC UNIVERSITIES,  
& STATE/FEDERAL FACILITIES**



# **SWEET DEAL**

## ADDENDUM TO PROGRAM GUIDELINES

This Addendum to the program guidelines for the Illinois Energy Now Public Sector Energy Efficiency Program (PSEE) applies to those projects where the Final Application is received by DCEO on or before 5:00 pm on February 14, 2013. PSEE applicants are eligible for **either** the Sweet Deal or the Ameren Attendee Bonus based on eligibility below. These PSEE incentives are only available as long as funds last. All other program provisions and limitations apply.

### 1.0 Sweet Deal Bonus

The Sweet Deal Bonus shall increase the qualifying incentive by 14 percent according to the following terms:

- A. Projects are 100 percent complete.
- B. The qualifying program incentive plus the Sweet Deal bonus cannot exceed 100 percent of the Total Project Cost. Total Project Cost is the cost to purchase and install the qualifying measures including labor costs.
- C. Complete Final Application is received by DCEO during the period from August 14, 2012 until 5:00 pm on February 14, 2013.

Final Applications shall include:

- a. Copy of 1 month of electric and/or natural gas bill showing the taxes and fee applied, unless submitted with Pre-Approval Application.
  - b. Completed Section 1, Application, Page A-3, check "Final" box.
  - c. Completed Section 2, Building/Facility Information (for each Building), Page A-4.
  - d. Signed Section 3, Applicant Certification, Page A-5.
  - e. Manufacturer spec sheets, unless submitted with Pre-Approval or if equipment updated. For the following lighting provide the page from the approved product list with approved product circled.
    - i. Approved product lists for 4' T-8 Lamps and Ballasts at: <http://www.cee1.org/com/com-lt/com-lt-main.php3>
    - ii. Approved product lists for LED lighting at: <http://www.designlights.org/>
  - f. Updated Standard Incentive Worksheet(s) – Appendix B, or Custom Incentive Worksheet(s) – Appendix C for each building
  - g. Invoices and receipts
  - h. Light Survey Form B-3 and/or B-4 required for lighting projects.
  - i. Submit Rebate Agreement per Rebate Agreement Checklist (only for incentives greater than \$10,000 and less than \$50,000 where Pre-Approval Application was previously submitted and approved).
- D. Completed Final Applications should be mailed or delivered to: DCEO, Attn: Illinois Energy Now, 500 E. Monroe St, 11<sup>th</sup> Floor, Springfield, IL 62701 or e-mailed as a single pdf attachment to [illinois.energy@illinois.gov](mailto:illinois.energy@illinois.gov). **Faxes will not be accepted.**
  - E. DCEO will calculate and apply the additional incentive depending on applicant eligibility and funding availability.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON OCTOBER 19, 2012 AT THE VILLAGE HALL OF THE VILLAGE OF WILLOWBROOK, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of 7:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler, Secretary Stephen Landsman, and Commissioner Joe Heery. Also present was Chief of Police Mark Shelton, Village Administrator Tim Halik, and Executive Secretary Cindy Stuchl.

ABSENT: None.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. REVIEW AND APPROVE SPECIAL MEETING MINUTES OF SEPTEMBER 21, 2012

The Commission reviewed the minutes from the special meeting held on September 21, 2012.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to approve the special meeting minutes of September 21, 2012 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. POLICE OFFICER TESTING PROCESS AND SCHEDULE

Chad Legel, President and CEO of Selection Works, gave overview of the police officer testing process.

Mr. Legel stated that he will work with Chief Shelton to design the application profile to be placed on Selection Works website. The profile will describe what the minimum requirements are for

a patrol officer and describe the community. This profile is then also listed on The Blue Line's website, which is a police officer recruitment website, and any local newspapers.

Chairman Schuler questioned if application documents can be submitted online. Mr. Legel stated that original documents are not necessary and can be submitted online.

Mr. Legel stated that Selection Works will verify with each application submitted that all proper paperwork has been submitted before the testing date. They will maintain contact with the applicants on behalf of the Village.

Mr. Legel stated that the primary entry level written exam that is used by them combines four (4) different types of predictors to determine the likelihood that an applicant will succeed in a law enforcement career. The test brings back cognitive skills to a more meaningful level. Other elements of the test include personality, integrity, and biographical data.

Mr. Legel stated that the oral interview will be conducted in written form. Commissioner Heery questioned what the results have been for this type of test. Mr. Legel stated that correlations have been validated with studies from other agencies.

Chairman Schuler questioned why an applicant has to wait until after the initial eligibility list is posted to submit any preference points. Mr. Legel stated that it is a matter of law that an applicant has ten (10) days to claim their points.

Secretary Landsman questioned if there are enough versions of the test available to that a single candidate that has been applying at several agencies does not gain an advantage taking a repeat test. Mr. Legel stated that there are enough parallel forms of the test so that this should not occur.

Chairman Schuler questioned if Selection Works has any guidance for the commissioners for when they do eventually conduct the oral interviews with an applicant as to what can and cannot be asked. Mr. Legel stated that he can sit with the commissioners and work with them on what to ask.

Chairman Schuler questioned on what kind of timeline is there. Chief Shelton stated that he has tentatively scheduled

January 26, 2013 for the written test to be held at Ashton Place. Mr. Legel stated that once he receives the application profile from the Chief, the information would be placed on their website by the end of October. This would allow for the advertising period during November and December. The applications would have a deadline in the beginning of January and allow for the two-week grace period prior to the testing date.

6. MAYOR'S MESSAGE

There was no "Mayor's Message". The commissioners concurred to change the title of this item to "Communications" on future agendas.

7. ISSUES

- a) Ordinance Amending the Village Code regarding the Powers and Duties of the Board of Police Commissioners

Chairman Schuler reviewed the ordinance amendment that basically states that the Village Board will provide direction to the BOPC before automatically hiring an officer to fill a vacancy.

- b) Resolution Accepting Selection Works Proposal

Chairman Schuler reviewed the resolution and stated that the Village Board has accepted the recommendation of the BOPC to hire Selection Works.

- c) Deputy Chief Oggerino's Retirement

Deputy Chief Oggerino announced his retirement effective January 4, 2013 with 29 years of service. Chief Shelton stated that Detective Mark Altobella will succeed him as Deputy Chief effective January 7, 2013. Detective Altobella has been with the Department for 22 years.

- d) Police Officer Vacancy

With Detective Altobella's promotion, this will leave a patrol vacancy in the police department. Chief Shelton

stated that he has locked in a position at the Suburban Law Enforcement Academy for January 7, 2013. Pending Village Board Resolution approval at the Board Meeting on Monday, October 22<sup>nd</sup> to hire an officer, Chief Shelton stated that the detectives will begin background investigations on candidates off the current patrol list. If unable to get a new hire in this academy date, the next available space is April 8, 2013.

Administrator Halik stated that with the pending vacancy on January 7, 2013 and the Ordinance amendment to the powers of the BOPC, he has prepared a Resolution to be placed on the Village Board agenda for this Monday evening that if adopted, authorizes the BOPC to begin the replacement process. Administrator Halik stated that the Public Safety Committee has already been notified of this issue and does not anticipate any delay in the adoption.

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman to authorize Chief Shelton to begin the replacement process after the Resolution has been approved by the Village Board at the Board meeting on Monday, October 22, 2012.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Chief Shelton stated that using the new written oral testing procedures, the BOPC Rules and Regulations will need to be amended. He will be conferring with the Village Attorney for the updates.

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman to set the application fee at \$35.00 per applicant.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Chief Shelton stated that it had been discussed at a prior BOPC meeting about having new candidates already have a NIPSTA card, which verifies that the applicant has taken on their own and passed the state physical fitness POWER test. Chief Shelton stated that he would like to add this to the qualifications for new applicants.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery to include as a prerequisite for new hires that they have

obtained a NIPSTA card within six (6) months prior to the testing date.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

8. VILLAGE ATTORNEY'S COMMENTS

Village attorney was not present at today's meeting. Chairman Schuler stated that he had sent a letter to the Village Attorney questioning three different issues. These have since become mute issues.

9. NEXT MEETING

The next meeting for the Board of Police Commissioners has been scheduled for Friday, November 16, 2012 at 7:00 a.m. at the Village Hall.

10. ADJOURNMENT

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to adjourn the special meeting at the hour of 7:49 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

November 16, 2012

---

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY OCTOBER 8, 2012 AT 6:00 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Trustee Davi at 6:00 p.m.

**2. ROLL CALL**

Those present at roll call were Trustee Umberto Davi, Trustee Frank Trilla and Interim Director of Finance Carrie Dittman.

**3. APPROVAL OF MINUTES**

Minutes of the Regular Finance/Administration Committee held on Monday, September 10, 2012 were reviewed. Motion to approve made by Trustee Davi. Motion carried.

**4. REPORT - Monthly Reports - September 2012**

The Committee reviewed and highlighted the items below for the month of September.

- Total cash outlay for all Village funds - \$850,881  
Interim Director Dittman noted that the handwritten check for \$191,026 was to James D Fiala Paving for the MFT street maintenance contract.
- Ave. daily outlay of cash for all Village funds - \$28,363
- Ave. daily expenditures for the general fund - \$15,657
- Ave. payroll including all funds - \$166,545 (includes pension payroll)

Discussion took place regarding the last report, which is a new report the committee members requested at its last meeting. The payroll figures include both active employees and police pension retirees, as these are run together as part of the normal payroll process once per month. The committee would like the pension payroll excluded, so that change will be reflected in the next meeting's report.

**5. REPORT - Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax**

- Sales tax receipts - \$1,511,136 up 5.75% from the prior year
- Income Tax receipts - \$326,728 up 12.82% compared to the prior year. Interim Director Dittman noted that the State of Illinois is still 3 months behind in remittances.
- Utility tax receipts - \$498,629 up 2.12% from the prior year, consisting of:
  - o Telecomm tax - \$239,218, up 5.2%
  - o Northern IL gas - \$34,438, down 35.5%
  - o ComEd - \$225,443, up 7.7%

- Places of Eating Tax receipts - \$196,035 up 5.07% compared to the prior year
- Fines - \$59,193 down 12.35% compared with the prior year

Interim Director Dittman noted that there are typically 2 payments per month from DuPage County, however August only had one (June had 3 and July had 2)

- Red Light Fines - \$249,876 up 9.04% from the prior year
- Building Permit receipts - \$117,703 up 142.46% from the prior year
- Water sales receipts - \$1,136,540 up 33.53% from the prior year
- Hotel/Motel Tax receipts - \$28,693 down 5.61% compared with the prior year
- Motor Fuel Tax receipts - \$87,006 down 32.81% compared with the prior year

Interim Director Dittman noted that in the prior fiscal year there was a special one-time distribution of the IL Capital bill, which accounts for the current year percentage decline

The reports above were approved by Trustee Davi.

#### **6. REPORT - Fiscal Year 2011/2012 Audit**

Interim Director Dittman commented that the audit fieldwork for the fiscal year ending April 30, 2012 has concluded and the Village has received a preliminary draft of the audited financial statements, which Interim Director Dittman has reviewed and provided changes back to the auditors. Based upon the preliminary draft, the General Fund is reporting 119 days of operating expenditures in fund balance as of 4/30/12. The audited financial statements will be finalized and presented to the Village board at the October 22, 2012 board meeting.

Interim Director Dittman also described the auditor's Report on Internal Controls (management letter) that is included in the committee packet. There were no new suggestions for improvement added in fiscal year 2012; two prior year comments were implemented and one prior year comment is repeated. The repeated comment was discussed with the auditors and Interim Director Dittman requested (for a second time) a sample policy of what is referred to in the comment. Interim Director Dittman will review the sample policy and attempt to implement it for the Village's fiscal year ending April 30, 2013.

#### **7. REPORT - IRS Impact of Appointed/Elected Officials Life Insurance Benefit**

Interim Director Dittman commented that in a prior Village board meeting, the board approved that elected and appointed officials would receive life insurance. The unanticipated effect of this is that the level of

insurance benefit provided (\$100,000) is a taxable benefit (includable as income) under IRS regulations, and will necessitate sending these individuals a W-2. The amount of income to include on the W-2 as a result of this benefit is age-adjusted, and must be calculated on a case-by-case basis. At this time, the Finance Dept is gathering the necessary information (date of birth, SSNs, etc.) to be able to provide the W-2 at calendar year end, and the exact amount of each benefit will be calculated at a later date prior to issuance of the W-2.

**8. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

**9. COMMUNICATIONS**

There were no communications received.

**10. ADJOURNMENT**

Motion to adjourn was made by Trustee Davi.

The meeting was adjourned at 6:30 p.m.

(Minutes transcribed by: Carrie Dittman, 11/5/12)

MINUTES OF THE SPECIAL MEETING OF THE HOTEL/MOTEL TAX ADVISORY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON TUESDAY, JANUARY 24, 2012, AT 4:00 P.M. AT THE VILLAGE HALL, 7760 SO. QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Mayor Robert Napoli called the meeting to order at 4:05 p.m.

2. ROLL CALL

Those present were Mayor Robert Napoli, Member Debbie Gallo (Holiday Inn), Member Sam Amin (Super 8), Village Administrator Tim Halik, Deputy Chief Paul Oggerino, Interim Director of Finance Carrie Dittman and Beth Marchetti, DuPage Convention and Visitors Bureau.

ABSENT: Member Cory Zirwes (Red Roof Inn), Roswita Korpas (LaQuinta Inn) and Member Gene Ognibene (Willowbrook/Burr Ridge Chamber of Commerce)

3. MINUTES - October 25, 2011

Mayor Napoli asked if there were any corrections to the minutes of the October 25, 2011, meeting.

MOTION: Made by Village Administrator Halik, Seconded by Member Amin, to approve the October 25, 2011, minutes.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

4. MONTHLY FINANCIAL REPORT - December 31, 2011

Interim Director of Finance Dittman presented the Monthly Financial Report for the period ending December 31, 2011. Revenues received through December 31 were \$51,445. Expenditures spent to date were \$27,662. Village Administrator Halik noted the expenditures were about 6% under budget at this time. The Committee accepted the Monthly Financial Report as presented.

MOTION: Made by Deputy Chief Oggerino, Seconded by Village Administrator Halik to accepted the Monthly Financial Report for the period ending December 31, 2011, as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. VISITORS BUSINESS

There was no Visitor Business to present.

6. DISCUSSION - Planning G-8/NATO Summits - Spring 2012

Deputy Chief Oggerino presented the letter dated January 17, 2012, from Chief of Police Mark Shelton. The letter was sent to all the four hotels notifying them of the upcoming G-8 and NATO Summits. The G-8 and NATO Summit will be held May 19 - 21, 2012 in Chicago. Deputy Chief Oggerino asked the hotels to let the Police Department know, if someone reserves a large block of rooms for these dates.

7. Marketing Report - December 2011

Ms. Beth Marchetti presented the monthly reports for December 2011. Ms. Marchetti highlighted the following:

- Advertising inquires for December totaled 1,035
- Ad created for the WB/BR Chamber of Commerce
- 103 referrals were generated to reservation
- Travel Guide free ad
- Illinois Holiday Winter Getaway Guide
- December e-blast
- Midwest Meeting.com ad

Ms. Marchetti stated she met with IDOT regarding the brown tourism signs on Interstate I-55. Ms. Marchetti stated no new brown signs are allowed on I-55, only the blue signs featuring attractions are eligible at specific intersections. Ms. Marchetti will continue to work on this issue to see if there is an exception to allow for some kind of a sign. The Committee accepted the marketing report for the month of December 2011 as presented.

8. BUDGET - FY 2012/13

Interim Director of Finance Dittman presented the proposed Budget for Fiscal Year 2012/13. Revenues budgeted are \$62,230. Expenditures are \$82,969.

MOTION: Made by Member Gallo, Seconded by Member Amin to accept the Budget for Fiscal Year 2012/13 as presented and to recommend to the Mayor and Board of Trustees to approve the Budget for Fiscal Year 12/13.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

9. ADVERTISING PROGRAM - FY 2012/13

Beth Marchetti presented the Advertising Program for FY 2012/13 in the amount of \$60,000. Ms. Marchetti stated this year's advertising program includes redesigning and updating the Hotel's website with a social media toolbar, video and optimization of web-site's search engines. Ms. Marchetti stated the video which was created last summer featuring Mayor Napoli will be placed on the site. Also, Ms. Marchetti suggested the Committee possibly look at a billboard again for Fiscal Year 2012/13.

The Committee accepted the Advertising Program FY 2012/2013 as presented.

10. ADJOURNMENT

The Committee adjourned the meeting at 4:54 p.m.

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL  
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,  
OCTOBER 8, 2012 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

---

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:00 PM.

2. ROLL CALL

Those present at roll call were Chairman Mike Mistele, Trustee Suzanne Berglund, Management Analyst Garrett Hummel, and Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

- a. After review of the draft minutes from the September 10, 2012 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Pending IDOT Construction Projects

- a. Kingery Highway Resurfacing - Administrator Halik advised that on May 16, 2012, The Illinois Department of Transportation published its latest Management Monitoring Schedule for DuPage County. The schedule included the future letting of a construction contract for the resurfacing of Kingery Highway through Willowbrook, at an estimated cost of \$5,810,000, to occur the first quarter of Fiscal Year 2017. However, on September 24, 2012, the Village received notification from IDOT of its intent to complete the resurfacing project during the 2013 construction season. Halik advised that apparently, other roadway construction projects that were scheduled to occur prior to the Kingery Highway resurfacing project have experienced delays and are not yet ready to proceed. Therefore, the timetable for completion of the Kingery Highway project has been accelerated. Halik advised that the scope of work of the project includes the resurfacing of Kingery Highway at its current limits. All existing driveways and median openings would remain, and there is no proposed widening or additional lanes. Halik further advised that IDOT is proposing that overnight construction occur for this project. Construction work would take place between the hours of 8:00 PM and 5:00 AM, as well as possible weekend work, which would be unrestricted. This would help to maintain traffic flow during the morning and afternoon peak hours, and potentially lessen the impact of the project to businesses. However, the obvious downside would be the disturbance to residents living in the vicinity of the project. Chairman Mistele advised that he has no objection to proposed night construction for this project provided there is frequent and ample notification to residents before the start of the project. Trustee Berglund echoed that sentiment.
- b. Kingery Highway at 63<sup>rd</sup> Street Improvements – Administrator Halik advised that IDOT is also completing a phase I study for future improvements at Kingery and 63<sup>rd</sup> Street. The scope of work of this project includes the removal and replacement of an underground box culvert located just north of 63<sup>rd</sup> Street, modernization of the traffic signals, and the addition of a new southbound left turn lane. Halik further advised that as part of the project, IDOT is also offering to construct a multi-use path. If the Village elects to have the path constructed, payment in the amount of

\$4,100 would be required to IDOT. In addition, the cost of all future maintenance, and the eventual replacement of the path, would be the responsibility of the Village. If the Village decided against the installation of the path, IDOT would include in the improvement design the construction of a shelf area along the replaced box culvert so that a path could be installed, at Village expense, in the future. Chairman Mistele stated that he believed that a bike path at that intersection could be dangerous. He also questioned what other north-south bike routes are available. Halik advised that there are north-south bike routes available at both Madison Street and at Clarendon Hills Road. Halik further stated that our current Comprehensive Land Use Plan includes a Village bike path plan. That plan does not envision a bike route extending north on Kingery. Halik shared that he's not sure where such a path would lead, other than to the multi-family developments just to the north. Chairman Mistele stated that he believed the path to be unnecessary and that the Village should decline the offer to construct it at our expense. Trustee Berglund agreed. Halik stated that the alternative offered – to construct a shelf, is a workable idea. That way a path could potentially be constructed in the future, if it was deemed to be warranted, and paid for perhaps through a developer contribution. The Committee agreed and directed Halik to respond to IDOT as such.

5. REPORT – Status of Public Sector Energy Efficiency Grant (Village Hall Lighting Upgrade) Application

Administrator Halik advised the Committee that this item was Analyst Hummel's project and asked him to present it. Analyst Hummel advised the Committee that this item refers to the grant applications completed last August from two different sources, and he wanted to provide a status update. The Illinois Energy Now grant was recently approved in the amount of \$15,244.50. We are still waiting for the status of the Illinois Clean Energy grant application, but it should be received by the end of October. Chairman Mistele advised that the Village does not pay for power, so he believes that this project may be counter-intuitive. Hummel responded that the lighting upgrades would include LED fixtures with LED bulbs that last for an extended period of time. The public works staff currently must replace burnt-out non-LED light bulbs fairly frequently. So, this project could save money in our building maintenance budget. Hummel advised that regardless, a final decision does not need to be made now as to what level we fund the local share of the project. Chairman Mistele recommended that we make sure that the lighting fixtures throughout the Village Hall are current, so we are only left with changing bulbs, not ballasts, etc. and other expensive components.

6. REPORT – Status of Illinois DCEO Grant – Knolls Lake Drainage Improvements

Administrator Halik reminded the Committee that the Village was successful in receiving grant funding approval from the Illinois Department of Commerce and Economic Opportunity to complete a drainage improvement project involving Knolls Lake located within the northwest area of Kingery & 63<sup>rd</sup> Street. The \$60,000 grant will enable the Village to reconstruct the outfall of Knolls Lake making the drainage design more efficient. The change will eliminate the water level "bounce" effect, which is causing erosion along the lake banks, and lower the normal water level of the lake by approximately 6". The exposed banks of the lake will then be restored using a wetland plant/seed mix which can thrive in a partially wet environment. The lowering of the normal lake level will also help alleviate flooding in the vicinity of the lake and upstream properties, and provide additional compensatory storage within the lake during rain storm events. The lake is privately owned by four separate owner entities: Hinsdale Bank & Trust, The Knolls Condominiums, Stanhope Square, and Thornton's, Inc. Halik advised that last Fall, Village staff met with representatives of the Homeowners Associations for both the Knolls and Stanhope Square. At that time, we were given verbal approval to proceed with the project. Earlier this year, staff obtained an approval letter from Thornton's Inc., and on September 11, 2012, we received an approval letter from

Hinsdale Bank & Trust to complete the project. Although the original intent was to complete the project during the 2012 season, we experienced delays in obtaining the necessary authorization from the respective property owners. In addition, this year's drought conditions would have had a negative effect on the plant/seed restoration portion of the project. Therefore, staff is recommending that the project completion be pushed to next Spring – the Spring of 2013. Halik advised that the project could commence after the Winter thaw and give the restoration plantings a full growing season to germinate/take hold. In the interim, staff would finalize the project design and restoration plant/seed mix and continue to meet with the Homeowners Associations to share the final project information and address any concerns that they may have. Analyst Hummel has also confirmed with the Illinois DCEO that, although the project guideline deadline is currently set at March 31, 2013, we could be given an extension (of up to two years) in which to complete the project next Spring. Chairman Mistele shared that the Village had addressed a drainage issue at the lake in the past. Administrator Halik agreed and stated that he was also involved in that project. The Committee concurred with staff's recommendation to seek a time extension and complete the project in the Spring.

7. REPORT – Municipal Services Department

- a. Administrator Halik shared the monthly permit activity report for September showing that we have taken in about \$28,000 in permit revenue for the month. In total, we have taken in a total of 107% of our FY2012/13 budgeted revenue to date. Halik advised that the building department staffs have been very busy lately keeping up with permit activity and he hopes this is a positive sign that the economy may be improving.
- b. Administrator Halik shared the water system pumpage report. The report indicates that through August we have pumped about 28 million gallons more this year than we did in the same period last year. Halik attributes this increase to the drought conditions we have experienced this Summer. Overall we are tracking at about 43% of our pumpage projection four months into the year.
- c. Administrator Halik provided a copy of both the August and September 2012 Status Report from Clarke Environmental. Halik advised that our trap counts have remained low, and the recent cool night temperatures have decreased mosquito activity.

7. VISITOR'S BUSINESS

(none)

8. COMMUNICATIONS

(none)

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:26 PM.

(Minutes transcribed by: Tim Halik, 11/2/12)

MINUTES OF THE SPECIAL MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, OCTOBER 2, 2012, AT THE WILLOWBROOK VILLAGE HALL, 7760  
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Ronald Kanaverskis, Laurie Landsman, and Doug Stetina.

ABSENT: Commissioner Rene Schuurman. At time of Roll Call, Commissioners Carol Lazarski and Ramona Weigus.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – SEPTEMBER 18, 2012

The Commission reviewed the September 18, 2012 minutes.

MOTION: A Motion was made by Commissioner Stetina seconded by Commissioner Landsman to approve the September 18, 2012 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Landsman, and Stetina.  
NAYS: None. ABSENT: Commissioners Lazarski, Schuurman and Weigus.

MOTION DECLARED CARRIED

4. REPORTS

*Park News in Brief*

**Fall Programming**

Superintendent Violante stated fall programs have begun with the most popular programs being Yoga, Pilates, Sensible Fitness, and Computers for Seniors. There are approximately 20 people on the waiting list for the senior computer program. There will be a small charge for the next session of computers to cover the costs of hiring an assistant.

Superintendent Violante stated that she will be disseminating a flyer to Gower and Maercker School Districts about the upcoming Pumpkin Fest event at Gower Elementary. The party will be held on Friday, October 26. Superintendent Violante asked if any of the commissioners are

available to volunteer at this event on Friday, October 26. Commissioner Landsman is available and Commissioner Lazarski will get back to Superintendent Violante on her availability.

### **Field Permits**

Superintendent Violante stated that she has received permits from AYSO, BRW, Orland Park Sparks travelling softball team, and Our Lady of Peace for use of Midway and Borse Parks.

### **Park Vandalism**

Superintendent Violante stated there has been graffiti sprayed on playground equipment at Prairie Trail Park. Toilet paper holders have been damaged in the male restroom at Community Park. Aluminum soccer goal anchors have been taken from Midway Park. Superintendent Violante stated she has contacted the organizations with fall weekend permits at Borse and Midway about the damage since most of the vandalism around Borse Park has occurred when those groups are there. The security deposit is currently waived for these groups, but may be reinstated if the vandalism continues. These groups are having their supervisors and coaches monitor the Community Park restrooms more often while their groups are utilizing the park fields.

Superintendent Violante also stated that they are now chaining the anchors to the soccer goals. AYSO will be paying for the replacement of some of the missing anchors since they utilize the goals on Saturdays.

\*\*\*Commissioner Carol Lazarski arrived at 7:06 p.m.

Superintendent Violante stated that the ponds at Willow Ponds and Prairie Trail have recently been stocked with largemouth bass. Chairman Cobb asked if the pond water levels were ok. Superintendent Violante stated that they are a little low; however, test results have all come back positive.

## **5. OLD BUSINESS**

### **A. Master Plan**

Todd Stanton, Design Perspectives, reviewed the master plan schedule and survey. Mr. Stanton stated that the survey is the most important aspect of the master plan.

\*\*\*Commissioner Ramona Weigus arrived at 7:09 p.m.

Mr. Stanton stated that the survey should be mailed out early next week. The normal turnaround time for the responses is approximately three (3) weeks. Superintendent Violante asked if the survey will be available on-line. Mr. Stanton stated that after the random sample has been completed, copies of the survey will be available at the front counter and as well as a general link posted on the Village's website. These data sets will be kept separate from the random sample for comparison. Chairman Cobb questioned what the target response number

is. Mr. Stanton stated that the goal of surveys returned is 400: 200 through the mail, 100 by phone, and 100 by email.

Mr. Stanton stated that the survey question pertaining to the need for indoor recreation space was left generic so it does not lead residents into thinking a recreation center will be built. Mr. Stanton stated the reference of indoor recreation space could also refer to an empty storefront utilized for recreation space. Mr. Stanton stated that he has to justify the need for recreation space before there can be a more specific question pertaining to a specific recreation center. Chairman Cobb stated that Question #8 should have the word "additional" placed before "indoor recreation space" and have a list of examples of those types of rooms that could be available.

Commissioner Landsman requested a question be added in reference to if the Village were able to secure a grant for partial funding of a project, would the citizens support it. Mr. Stanton stated that the question will be phrased similar to, "Would the citizen support a recreation grant knowing a certain percentage of funds will be required from the Village."

Superintendent Violante requested to review the final survey before it gets mailed. The Commissioners did not feel it necessary to review the final product, as long as Superintendent Violante was able to look it over. Mr. Stanton stated that was not a problem.

Superintendent Violante stated she can place an ad in the Winter/Spring Park Newsletter, requesting volunteers to attend one of three focus group meetings and/or the community-wide meeting. The Commissioners felt these meetings should be held after the holidays.

Commissioner Stetina suggested that a question regarding dogs in the parks be added to the survey. There was consensus from the Commissioners to have a question on this topic included on the survey.

Mr. Stanton stated that he would attend the next Parks meeting with some tentative survey results as well as preliminary feedback from the information he has collected from both the Commission and staff.

Mr. Stanton passed out a survey to the commissioners regarding the Parks Department and the Village. (See attached summaries of the questionnaire and discussion.)

## B. Fall Programming

Superintendent Violante stated that she has sent a letter to the Willowbrook/Burr Ridge Kiwanis Club requesting donations for the upcoming Pumpkin Fest event.

She has received approval from Hinsdale Lake Commons mall to have the tree lighting in front of the Fannie May store. She has been in contact with Public Works to decide on the height of the tree as well as to how to best secure it.

Benches have been purchased for Farmingdale Park to be placed near the basketball court. The Garden Club also assisted in planting perennials around the signs at Midway Park and Farmingdale Park.

6. NEW BUSINESS

A. 2012 Special Recreation Tax Levy

Superintendent Violante stated that a tentative proposal will be voted on by the Village Board in November and will go into effect next year. This coming year due to the drop in population, the contribution to Gateway will go from \$37,000 to \$36,000. ADA accommodations will include providing for aides, a fishing day, mulch, and the upgrading of a toilet at Willow Pond. Superintendent Violante also stated that \$7,000 will go towards a handicap accessible playground and \$6,300 for handicap accessible water fountain in Farmingdale Park.

Total amount levied will be \$67,908.00.

Superintendent Violante stated that she is working with the Finance Department to ensure that any money not used in a particular year stay in an SRA fund for future accessible projects.

7. CORRESPONDENCE/COMMUNICATIONS

There was no correspondence.

8. VISITORS' BUSINESS

There was no visitors' business.

9. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Stetina to adjourn the meeting at the hour of 8:54 p.m.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Landsman, Lazarski, Stetina, and Weigus. NAYS: None. ABSENT: Commissioner Schuurman.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Page 5  
Parks and Recreation Commission Meeting  
October 2, 2012

PRESENTED, READ and APPROVED,

November 6, 2012

---

Chairman

Minutes transcribed by Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, SEPTEMBER 5, 2012, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Chairman Daniel Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Robert DelSarto, William Remkus, James Soukup, James Baker, William Buckley, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: None.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting April 4, 2012 (APPROVE)
- C. Minutes – Village Board Meeting April 9, April 23, May 14, May 29, June 11, June 25, July 9, July 23, August 13, 2012

MOTION: Made by Commissioner DelSarto seconded by Commissioner Soukup, to approve the Omnibus Vote Agenda.

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 12-02: Chick-fil-A 7101-7199 Kingery Highway, petition for a special use permit and other relief to allow for a restaurant with drive through.

PUBLIC HEARING/DISCUSSION – (SEE COURT REPORTER MINUTES)

RECOMMENDATION

MOTION: Made by Commissioner DelSarto, seconded by Commissioner Remkus that based on the submitted petition and testimony presented, the special use for a drive-through Chick-fil-A restaurant to replace the sit-down restaurant previously approved in space G-2 meets the standards for a special use as outlined in the staff report prepared for the September 5, 2012 meeting; therefore I move that the Plan Commission recommend approval of PC 12-02 subject to the following conditions:

- 1. Semi or large-truck deliveries that must be made by backing from the main shopping center drive aisle down the east-west aisle in front of PNC bank to the Chick-fil-A dumpster area must occur and be completed prior to 6:00 A.M. and in no instance may be on site for longer than two hours.

2. Harlem Irving, as so applicant and property owner must complete and provide the Village with accurate revised plat of subdivision and PUD documents that reflect the minor changes required by the drive-through Chick-fil-A and the village identification sign at the northwest corner of the site, and the Village must approve and record in the DuPage County Recorder of Deeds such documents prior to the issuance of any building permits for Chick-fil-A.
3. Harlem Irving must complete signage and flag improvements prior to the issuance of any certificate of occupancy for Chick-fil-A.
4. Plans shall be revised as follows prior to the Village Board's consideration:
  - a. The "loading area" pavement immediately east of the dumpster must be improved with "heavy duty pavement" for a minimum east-west distance of 55'.
  - b. A "No Left Turn" sign is needed on the exit to the drive-through.
  - c. Handicapped Parking stalls must be striped yellow.
  - d. The sidewalk connecting the Plainfield Road sidewalk with the Chick-fil-A entrance shall either be increased in width to ten feet (10') or left at five feet (5') but modified in a manner that does not require hand rails per the Accessibility Code.
  - e. The square footage detail for the monument sign on the cover of the sign submittal and on the detail sheet must be revised to correctly read 49.86 square feet.
  - f. The applicant will work with staff to finalize the details of the drawings.
  - g. The applicant must revise the sign package to be consistent with the elevation package.
5. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 12-03: Mathnasium, 6300 Kingery Highway, petition for a special use permit and other relief to allow for a school business.

PUBLIC HEARING/DISCUSSION – (SEE COURT REPORTER MINUTES)

#### RECOMMENDATION

**MOTION:** Made by Commissioner Soukup, seconded by Commissioner Buckley that based on the submitted petition and testimony presented, the special use for an 1,800 square foot commercial school in space 18 in the Hinsdale Lake Commons shopping center meets the standards for a special use as outlined in the staff report prepared for the September 5, 2012 meeting; therefore I move that the Plan Commission recommend approval of PC 12-03 subject to the following conditions:

1. Up to two additional "Fire Lane/No Stopping, Waiting or Parking" signs shall be posted along the curb immediately in front of the Mathnasium Store in locations recommended by the Village of Willowbrook.
2. No building permits shall be issued for the proposed Mathnasium until the landscaping surrounding the two newly installed shopping center signs at the

main entrances have been planted in accordance with the approved landscape plan and approved by the Village of Willowbrook in writing.

6. VISITOR'S BUSINESS

None.

7. COMMUNICATION

Building Inspector Roy Giuntoli mentioned there is a "Physician's Immediate Care" showing interest in moving into the old Blockbuster location.

Vice-Chairman Wagner said that he would like to return to having monthly Plan Commission meeting.

8. ADJOURNMENT

MOTION: Made by Commissioner Wagner, seconded by Commissioner Soukup, to adjourn the regular meeting of the Plan Commission at the hour of 8:15 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

November 7, 2012

Minutes transcribed by Joanne Prible.

  
Chairman

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON JULY 31, 2012, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

---

1. CALL TO ORDER

The meeting was called to order at the hour of 3:10 p.m. by President Umberto Davi.

2. ROLL CALL

Those present at roll call were President Davi and Trustees Tim Kobler, and Scott Eisenbeis. Also present: Ted Kirpach and guest Joel Ayee, both of MB Financial.

Interim Director of Finance Carrie Dittman attended via conference call.

Absent: Trustee Joseph Pec and Terese Krafcheck, MB Financial.

3. ELECTION OF OFFICERS OF THE POLICE PENSION FUND BOARD OF TRUSTEES

After a brief discussion by the Board, the following motion was made:

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis, to re-elect Umberto Davi as President; re-elect Tim Kobler as Vice President; re-elect Scott Eisenbeis as Secretary; and re-elect Joe Pec as Assistant Secretary.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

\*NOTE: The Village Board has not appointed a Treasurer to the Police Pension Board. Interim Carrie Dittman will act as the Ad-Hoc Treasurer for the Pension Board.

4. APPROVAL - MINUTES OF THE REGULAR MEETING - April 18, 2012

The Board reviewed the minutes from the April 18, 2012 meeting.

MOTION: Made by President Davi, seconded by Trustee Eisenbeis, to approve the minutes of the regular meeting of the Police Pension Fund Board of Trustees held on April 18, 2012.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. APPROVAL OF EXPENSES INCURRED APRIL THRU JUNE 2012

Director Dittman joined the meeting via conference call. The Board reviewed the expenses incurred April thru June 2012. President Davi inquired as to why the expenses show that MB Financial received two advisory fees within a 10-day period. Director Dittman advised that since the last pension board meeting, two quarters worth of account reconciliations were performed. The first fee of \$6,135.21 was for the last quarter of 2011. The second fee of \$6,497.26 was for the first quarter in 2012. MB Financial automatically deducts their fees. For the fiscal year, 4 quarters of fees have been deducted and recorded. The date on the general ledger is the posting date, not the date the fees were deducted from the account. To reconcile to the Village's General Ledger, the finance department has to wait to receive MB Financial's statement, which causes a delay, along with the part-time status of Ms. Dittman.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis, to approve the expenses incurred for April thru June 2012.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. APPROVAL OF INVESTMENTS MADE APRIL THRU JUNE 2012 --  
QUARTERLY INVESTMENT REPORT - MB FINANCIAL BANK

Ted Kirpach, representing MB Financial Bank, introduced colleague Joel Ayee who is an Investment Analyst with MB Financial and works with the Willowbrook funds. Mr. Kirpach summarized the quarterly investment report for the Police Pension Board.

Mr. Kirpach advised the second quarter ended June 30, 2012. The total fund value is at \$14,865,318. Mr. Kirpach summarized the

portfolio allocations were at 46.68% in equities, 49.77% in fixed income.

This quarter, the fund was down -1.17% vs. the broad benchmark which was down -1.61%. The fixed income was at 1.59% vs. the benchmark at 2.45%. The mutual fund real estate was up 1.97%, with the benchmark at 2.58%.

Mr. Kirpach advised that the cash flow minus MB Financial's fee of \$6,353 ended with a decrease -\$176,831, due to investments. The targeted Allocations are 0% for Money Market, 50% for Fixed Income Securities, and 50% for Equity Securities.

The last quarter was pretty brutal. The Equities portfolio was down greater than 4% vs. the Blended Index at 3.78%. Fixed Income was a positive 1.59% vs. the Blended Fixed Index at 1.97%. Commodities were at -2.67% which we out-performed the index which was -4%. The total fund was down -1.17%. This being said, the year-to-date numbers are looking good out-performing in all categories.

Not a lot of changes in the Asset Composition segment of the fund, with heavier weight in the Large Capital Funds. Mr. Kirpach advised that over the next six months they will continue to be similar weight on the equity side of the fund. With the current market, investors are putting more weight in bonds, driving up the prices of bonds and lowering the yields.

The Board gave direction to Mr. Kirpach to wait until next quarter to add to the common stocks.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Kobler, seconded by President Davi, to approve MB Financial's Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

7. VISITOR BUSINESS

None presented.

8. NEW BUSINESS

None presented.

9. OLD BUSINESS

None presented.

10. COMMUNICATIONS

None presented.

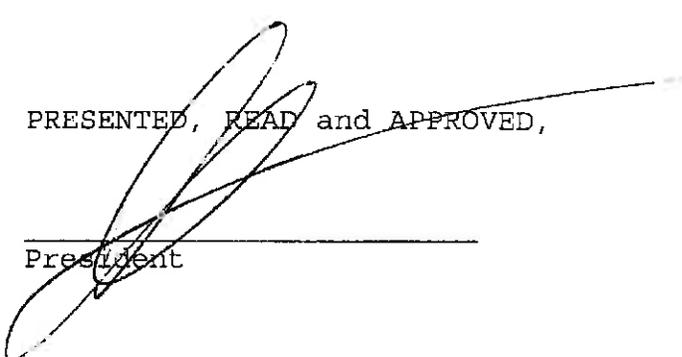
11. ADJOURNMENT

MOTION: Made by Trustee Kobler, seconded by President Davi to adjourn the meeting of the Board of Trustees of the Police Pension Fund at the hour of 4:23 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,



\_\_\_\_\_  
President

Minutes transcribed by Debbie Hahn

## AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook, which was held on October 8<sup>th</sup>, 2012 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook DuPage County, Illinois.

### CALL TO ORDER

*The meeting was called to order at 6:00 p.m.*

### ROLL CALL

*Those present at roll call were Chief Mark Shelton, Deputy Chief Paul Oggerino, Trustee Terry Kelly and Chairman of the Public Safety Committee Dennis Baker.*

1. Reviewed the September 10<sup>th</sup>, 2012 Meeting Minutes.  
*The Committee approved the September 10<sup>th</sup>, 2012 Meeting Minutes.*
2. Reviewed Weekly Press Releases – Information.
3. Reviewed Overtime Report for 08/20/2012-09/16/2012 - Information.  
*The Committee was advised that shift coverage was slightly affected due to an officer using an extended amount of sick time due to being ill with pneumonia.*
4. Reviewed Monthly Offense Summary Report for September - Information.
5. Reviewed Monthly Expenditure Report for September – Information.
6. Reviewed V.A.P. (Victim Assistance Program) follow-up call responses for September.
7. Reviewed Letter(s) of Recognition and Appreciation – Information.
  - Chief Mark Shelton
  - Secretary Debbie Hahn
8. DISCUSSION ITEMS
  - Halloween Hours 3:00 p.m. – 7:00 p.m.  
*The Committee approved establishing 3:00 p.m. – 7:00 p.m. as the Village's hours for Trick or Treating.*
  - Red Ribbon Week – October 23<sup>rd</sup> – 31<sup>st</sup>  
*The Committee approved establishing the week of October 23<sup>rd</sup> – 31<sup>st</sup> as Red Ribbon Week.*
  - Deputy Chief Retirement  
*The Committee was advised that Deputy Chief Oggerino will be retiring effective January 4<sup>th</sup>, 2013. Chief Shelton and Deputy Chief Oggerino asked the Committee for some direction and a suggested time frame for filling the vacancy. Trustee Kelly inquired as to how long it took Deputy Chief Oggerino to feel comfortable in his position as Deputy Chief. Deputy Chief Oggerino advised it took about one year to have a full grasp of all the assignments. Especially since the retirement of four middle management personnel whereas their job duties were reassigned to the Chief and Deputy Chief. The Committee was advised by Chief Shelton that he would like to begin moving on the appointment of a new Deputy Chief, to allow for training, prior to Deputy Chief Oggerino's retirement. Both Trustee Kelly and Trustee Baker were in complete agreement and related they would discuss this topic with all Board Members at the next Village Board Meeting scheduled to begin at 6:30 p.m. this evening. Both Trustee Kelly and Trustee Baker agreed that the structure of the department should be kept intact and to hire an individual for the new position after the promotion, and continue with a new eligibility list.*

*Chief Shelton advised Trustee Kelly that during the previous week the police department did receives complaints of solicitors in the roadway. The police department did address the complaint and the solicitors were advised to cease their activity and depart the area. Compliance was met.*

9. VISITOR'S BUSINESS\*

10. ADJOURNMENT  
*Meeting was adjourned at 6:25 p.m.*

\* VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only).

NEXT MEETING SCHEDULED FOR NOVEMBER 12<sup>TH</sup>, 2012 AT 6:00 P.M.