



# 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)

## N O T I C E

### Mayor

Robert A. Napoli

NOTICE IS HEREBY GIVEN that a special meeting of the Mayor and Board of Trustees is scheduled as follows:

DATE: December 17, 2012 - Monday

TIME: 6:30 p.m.

PLACE: Village of Willowbrook Village Hall  
7760 Quincy Street  
Willowbrook, IL 60527

AGENDA: See attached.

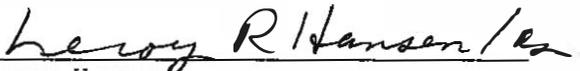
### Village Clerk

Leroy R. Hansen

THIS NOTICE WAS FAXED TO THE FOLLOWING ON DECEMBER 13, 2012:

Suburban Life Graphic  
Chicago Sun-Times  
Tribune

THIS NOTICE WAS PLACED ON THE BULLETIN BOARD IN THE LOBBY OF THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS ON DECEMBER 13, 2012.

  
Leroy Hansen  
Village Clerk

### ACCOMMODATIONS FOR THE DISABLED

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook, should contact Tim Halik, ADA Compliance Officer, Village of Willowbrook, 7760 Quincy Street, Willowbrook, IL 60527, or call (630)920-2237 voice, or (630)920-2259 TDD, Monday through Friday, between 8:30 a.m. and 4:30 p.m., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.



*"A Place of American History"*

## A G E N D A

SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, DECEMBER 17, 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 26, 2012 (APPROVE)
  - c. Minutes - Executive Session Meeting - October 8, 2012 and November 12, 2012 (APPROVE)
  - d. Warrants - \$1,149,245.81 (APPROVE)
  - e. Monthly Financial Report - November 30, 2012 (APPROVE)
  - f. Ordinance - An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Willowbrook (PASS)
  - g. Proclamation - A Proclamation Recognizing the Month of December 2012 as National Drunk and Drugged Driving (3-D) Prevention Month (APPROVE)
  - h. Proclamation - A Proclamation Recognizing Gower Middle School as a 2012 Recipient of the U.S. Department of Education's National Blue Ribbon Award (APPROVE)

### NEW BUSINESS

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

7. ORDINANCE - AN ORDINANCE AMENDING CHAPTER 12 OF THE WILLOWBROOK MUNICIPAL CODE ENTITLED "CODE OF ETHICS" BY ADDING PROVISIONS THERETO CREATING A VILLAGE ETHICS COMMISSION, ENUMERATING ITS POWERS AND DUTIES AND ESTABLISHING PROCEDURES FOR ITS HEARING AND DETERMINATION OF ETHICS COMPLAINTS
8. MOTION - MOTION TO APPROVE THE CALENDAR YEAR 2013 PREMIUM PAYMENT TO IRMA

PRIOR BUSINESS

9. COMMITTEE REPORTS
10. ATTORNEY'S REPORT
11. CLERK'S REPORT
12. ADMINISTRATOR'S REPORT
13. MAYOR'S REPORT
14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, NOVEMBER 26, 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, Interim Finance Director Carrie Dittman, Planning Consultant JoEllen Charlton, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - 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 - No. 12-R-52 (ADOPT)
- e. Resolution - 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 - No. 12-R-53 (ADOPT)

- f. Resolution - A Resolution Authorizing the Chief of Police to Execute a Tactical Diversion Task Force Agreement with the Federal Drug Enforcement Administration - No. 12-R-54 (ADOPT)
- g. Motion - A Motion to Approve an Application for a License to Hold a Raffle - Willowbrook/Burr Ridge Chamber of Commerce (APPROVE)

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

MOTION: Made by Trustee Kelly and seconded by Trustee Davi 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. DELINQUENT WATER BILLS

Administrator Halik stated that at this time there were no 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

Finance Director Dittman advised that one component in the Parks and Recreation Department budget is the Special Recreation Tax Levy. The tax impact for a home owner with a home market value of \$300,000.00 would be approximately \$15.00.

The ordinance was presented to the Finance and Administration Committee meeting on November 12, 2012 and was recommended by the committee.

MOTION: Made by Trustee Baker, seconded by Trustee Mistele to approve Ordinance No. 12-O-24, as presented.

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

MOTION DECLARED CARRIED

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 CENTER PUD

Planning Consultant Charlton stated that the property is a 12-acre lot at the northwest corner of Madison and Frontage Road. This building has been vacant for a long time. Consultant Charlton explained that there are two ordinances in the packet. The vocational school is requesting more parking than is required by code. The current code requires two parking spaces for every five persons in the building. It is more likely that there will be one space for every person. Draft #1 includes the staff recommended restrictions that dictate what type of uses can occupy space in the building not dedicated to vocational school use. Draft #2 excludes the restrictions and was recommended by the Plan Commission.

Trustee Baker questioned if the Village code would need to be amended. Consultant Charlton stated that staff believes the code is outdated and trade schools need to be better addressed. Consultant Charlton stated that this process is currently being worked on.

Trustee Mistele requested clarification that this is a modification to an existing planned development. Consultant Charlton stated that it is because the current usage is for a manufacturing district and needed the PUD amended to add usage for the vocational school.

Trustee Mistele questioned if the building owners are in support of the higher parking density. Consultant Charlton stated that it was the owners that recommended the changes that are included in the ordinance.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to approve Ordinance No. 12-O-25 (Draft #1) as presented.

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

MOTION DECLARED CARRIED

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

Planning Consultant Charlton stated that this proposal is for the last available site in the Willowbrook Town Center. This restaurant will include a drive through. Parking issues raised by staff and the Plan Commission have been addressed. Deliveries are proposed on the east side of the building and have agreed to conditions that limits what time deliveries must be completed by 6:00 a.m.

This proposal does not allow separate access from Plainfield Road. Entry must be made through the shopping center.

Consultant Charlton also stated that Chick-Fil-A is not open on Sundays and should not interfere with parking during football season at Buffalo Wild Wings.

Harlem Irving will also be constructing a new shopping center identification sign at the Plainfield and Route 83 intersection. There is no commercial advertising and will only state "Willowbrook Town Center". This sign is in response to concerns from the Village that citizens have had trouble locating the center by name.

Trustee Berglund expressed traffic and parking concerns in the area of Portillo's and was concerned that this will cause a horrendous amount of traffic. Consultant Charlton stated that parking requirements are being met and exceeded.

Trustee Trilla questioned the 6:00 a.m. delivery requirement. Consultant Charlton stated that this is a condition that is proposed in the ordinance by staff and the Plan Commission to ensure no vehicular conflicts with delivery trucks would occur.

MOTION: Made by Trustee Davi and seconded by Trustee Baker to approve Ordinance No. 12-O-26 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF REPORT WRITING/RECORDS MANAGEMENT COMPUTER PROGRAM SYSTEM - CRIMINAL ACTIVITY POLICE ENFORCEMENT RECORDS SYSTEM (CAPERS)

Chief Shelton stated that the current report writing system has been in use since 1995 and is antiquated. The CAPERS System is integrated with Southwest Central Dispatch and is used by several surrounding municipalities.

The Village's IT consultant has been contacted, has experience with this program and has verified that it will work with the Village's new computer systems.

Mayor Napoli questioned if the maintenance fee is standard. Chief Shelton stated that the other companies looked in to had comparable fees or higher.

Trustee Mistele questioned the recurring maintenance fee. Chief Shelton stated that the fee is an annual fee. This program is web-based and the fee includes all updates, maintenance, training, and 24-7 tech support.

Trustee Mistele questioned if this interfaces with LiveScan and mobile terminals. Chief Shelton stated that once the current contract with the LiveScan is up, CAPERS can be included. Chief Shelton stated that once updated mobile terminals are received from Southwest Central and they will also interface with the system.

MOTION: Made by Trustee Kelly and seconded by Trustee Baker to adopt Resolution No. 12-R-55 as presented.

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

MOTION DECLARED CARRIED

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.

Management Analyst Hummel reviewed with the Board that at the August 27<sup>th</sup> Village Board, a resolution was passed to pursue grant funding for an energy efficient lighting project for the Village Hall. The Village was approved for funding under the Illinois Energy Now and Illinois Clean Energy grants for a total of \$29,471.73. The project involves the replacement of all light bulbs and fixtures throughout the Village Hall.

There is customization available within the grant in regards to the 2'x4' lighting fixtures. Different options include retro-fitting the existing fixtures, a combination of retro-fitting and replacement, or complete replacement of all fixtures.

This item was reviewed by the Municipal Services Committee and recommended the complete replacement of all fixtures at a cost of \$8,148.39 to the Village.

Trustee Mistele stated that with Option #3, the entire building can be updated.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to approve the Proposal-Option #3 as presented.

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

MOTION DECLARED CARRIED

12. DISCUSSION - ETHICS ORDINANCE

Attorney Hennessy stated that a new draft ethics ordinance had been sent to Board members for their review. The consensus of the Board was to have the ethics ordinance on the next Village Board agenda for further discussion and approval.

13. PRESENTATION - FISCAL YEAR 2012/13 BUDGET PREVIEW

Administrator Halik summarized the budget considerations, schedule for the budget workshops, and proposal deadlines with final approval to occur on April 22, 2013.

Administrator Halik reviewed what had occurred throughout the past year, including grant funding efforts, Village awards, policy changes, Village purchases, and miscellaneous projects.

Management Analyst Hummel reviewed the results of the 2012 Citizen Survey. 98.7% of the respondents stated that they were satisfied or very satisfied with the quality of life in Willowbrook. 86.9% believe that they receive a fair level of service for the amount of tax dollars they pay.

Interim Finance Director Dittman stated that the general fund financial performance was greater than budgeted. Ms. Dittman stated that the budgeted number of operating days for FY 12/13 was 134 days, with projected estimates, the actual could be 175 days. Daily operating costs have dropped due to the expenditure reductions that the Village Board has instituted.

Ms. Dittman stated that sales tax and places of eating tax revenue trends are increasing due largely to the Town Center.

Ms. Dittman stated that sales tax represents approximately 44% of the general fund revenues. This could have a negative impact during the 2013 IDOT resurfacing project of Kingery Highway.

Administrator Halik stated that Sikich conducted a benchmark survey of communities with populations of less than 20,000. In all cases, Willowbrook ranked better than the benchmarks in revenue per capita, expenditures per capita, and percentage of general fund expenditures.

Administrator Halik stated that looking forward to the next fiscal year, there will be continued conservative revenue estimates, continued pursuit of grant opportunities towards planned capital purchases, there will be no reductions in Village services, and spending for necessary capital purchases only.

Administrator Halik reviewed proposed capital spending for the upcoming year. The Police Department is proposing two new squad cars, sound proofing the booking room and an exhaust fan in the evidence room. The Parks and Recreation Department will be looking at the results of the master plan and its recommendations. The Public Works Department will be implementing the EAB Integrated Management Plan. The Water Department will be upgrading its software program and a security system.

Administrator Halik stated there are additional budget issues that will need consideration. These issues include funding for a

multi-year EAB Integrated Management Plan, an analysis of the water fund due to an additional rate increase from the City of Chicago and DuPage Water Commission, funding for a document archival storage system, funding for the local share of our STP roadway grant, park land acquisition, SLEP contribution buy-out, financial and accounting software options, and an engineering analysis of the Village's water towers.

Mayor Napoli congratulated the staff on a job well done. Trustee Mistele stated that it has been an excellent job for the last 4-5 years that even through the rough economic times, this Village can still talk about reserves, the ability to continue with services, and still cut costs.

#### PRIOR BUSINESS

##### 14. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Trilla had no report.

##### 15. ATTORNEY'S REPORT

Attorney Hennessy had no report.

##### 16. CLERK'S REPORT

Clerk Hansen had no report.

##### 17. ADMINISTRATOR'S REPORT

Administrator Halik stated that copies of all Committee minutes are in the back of the Board packets.

18. MAYOR'S REPORT

Mayor Napoli had no 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)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Baker and seconded by Trustee Kelly to recess into Executive Session at the hour of 7:57 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 8:15 p.m.

20. ADJOURNMENT

MOTION: Made by Trustee Baker and seconded by Trustee Mistele, to adjourn the Regular Meeting at the hour of 8:15 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.

December 17, 2012.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

December 17, 2012

GENERAL CORPORATE FUND	-----	\$437,090.70
WATER FUND	-----	111,706.11
HOTEL/MOTEL TAX FUND	-----	5,329.45
T I F SPECIAL REVENUE FUND	-----	254,915.21
SSA ONE BOND & INTEREST FUND	-----	217,880.00
POLICE PENSION FUND	-----	452.46
2008 BOND FUND	-----	121,871.88
TOTAL WARRANTS	-----	\$1,149,245.81

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

APPROVED:

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

VILLAGE OF WILLOWBROOK

RUN DATE: 12/12/12

BILLS PAID REPORT FOR DECEMBER, 2012

PAGE: 1

RUN TIME: 04:11PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
7 ELEVEN STORE (259)	12/18 CK# 81044	\$175.00
2ND PAYMENT BUSINESS LICENSES 01-310-303	01-310-303	175.00
AFLAC (46)	12/18 CK# 81045	\$1,921.02
565666ER/NOV 12 EMP DED PAY - AFLAC FEE 01-210-221	01-210-221	26.40
D7088 DEC 12 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	410.86
D7088 DEC 12 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,483.76
AL WARREN OIL CO (2205)	12/18 CK# 81046	\$5,817.81
I0754103 GASOLINE INVENTORY 01-190-126	01-190-126	5,817.81
AMERICAN FIRST AID SERVICE INC (77)	12/18 CK# 81047	\$60.10
121649 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	60.10
ARTHUR CLESEN, INC. (129)	12/18 CK# 81048	\$588.00
4293700 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	588.00
ASCOT GLEN AT WILLOWBROOK (259)	12/18 CK# 81049	\$30.00
2013 PAYMENT VENDING MACHINE 01-310-305	01-310-305	30.00
AT & T LONG DISTANCE (66)	12/18 CK# 81051	\$79.83
854192715/NOV12 PHONE - TELEPHONES 01-420-201	01-10-455-201	79.83
AT & T (67)	12/18 CK# 81052	\$2,047.76
325-2761 NOV12 PHONE - TELEPHONES 01-451-201	01-30-630-201	45.06
325-2776 NOV12 PHONE - TELEPHONES 01-451-201	01-30-630-201	45.06
R26-5644 NOV 12 PHONE - TELEPHONES 01-420-201	01-10-455-201	978.82
R26-5644 NOV 12 PHONE - TELEPHONES 01-451-201	01-30-630-201	978.82
AT & T U-VERSE (SM) (2342)	12/18 CK# 81053	\$7.88
105661049OCT12 MAINTENANCE - PW BUILDING	01-35-725-418	7.88
AZAVAR AUDIT SOLUTIONS INC (158)	12/18 CK# 81054	\$997.87
8946 JULY 12 UTILITY TAX 01-310-205	01-310-205	470.30
9170 DEC 12 UTILITY TAX 01-310-205	01-310-205	527.57
BLACK GOLD SEPTIC (208)	12/18 CK# 81056	\$310.00
54057 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
THE BLUE LINE (200)	12/18 CK# 81057	\$298.00
24485 PRINTING & PUBLISHING 01-745-302	01-07-435-302	298.00
BLUEPERAL VETERINARY PARTNERS (2502)	12/18 CK# 81058	\$321.26
54950 OPERATING EQUIPMENT 01-451-401	01-30-630-401	321.26
COMCAST CABLE (365)	12/18 CK# 81059	\$200.90
700 WB PKW DC12 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	81.90
VH DEC 12 E.D.P. SOFTWARE - 01-410-212	01-10-460-212	119.00
COMM ON ACCREDITATION FOR (367)	12/18 CK# 81060	\$4,065.00
10414 ACCREDITATION 01-451-202	01-30-630-202	4,065.00
COMMONWEALTH EDISON (370)	12/18 CK# 81061	\$1,531.55
0423085170DC12 RED LIGHT - COM ED	01-30-630-248	60.54
0791026027DC12 RED LIGHT - COM ED	01-30-630-248	48.25
1844110006NOV12 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	861.41
6863089003DC12 RED LIGHT - COM ED	01-30-630-248	66.20
7432089030NOV12 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	495.15
COMMUNITY BANK OF WILLOWBROOK (2202)	12/18 CK# 81062	\$450.00
523 - 25 YRS PUBLIC RELATIONS 01-435-365	01-10-475-365	250.00
528 - 20 YRS PUBLIC RELATIONS 01-435-365	01-10-475-365	200.00

VILLAGE OF WILLOWBROOK

RUN DATE: 12/12/12

BILLS PAID REPORT FOR DECEMBER, 2012

PAGE: 2

RUN TIME: 04:11PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DECISION SYSTEMS COMPANY (454)	12/18 CK# 81063	\$175.00
238 LIFE INS E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	175.00
DELTA DENTAL PLAN OF ILLINOIS (468)	12/18 CK# 81064	\$3,358.99
496397 / DEC12 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	123.63
496397 / DEC12 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	106.14
496397 / DEC12 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,051.64
496397 / DEC12 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	114.89
496397 DEC12 EMP DED PAY-INS 01-210-204	01-210-204	750.41
496397 DEC12 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	53.07
496397 DEC12 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	159.21
DESIGN PERSPECTIVES INC (2489)	12/18 CK# 81065	\$3,125.00
12-9874-4 PARK IMPROVEMENTS-NEIGHBORHOOD PARK	01-20-595-695	3,125.00
CHRISTOPHER M. DRAKE (489)	12/18 CK# 81066	\$190.82
12 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	149.06
DEPT ARMOR SLNG FIRING RANGE 01-451-245	01-30-630-245	41.76
DUPAGE COUNTY PUBLIC WORKS (514)	12/18 CK# 81067	\$55.20
PW 7/3 -9/30/12 SANITARY USER CHARGE	01-35-725-417	10.95
VH 7/3 -9/30/12 SANITARY USER CHARGE 01-405-385	01-10-466-385	44.25
DUPAGE COUNTY E.T.S.B. 911 (513)	12/18 CK# 81069	\$468.37
30-12-8 NOV 12 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
DUPAGE COUNTY (515)	12/18 CK# 81070	\$1,878.48
2482 MAINT TRAFFIC SIGNALS 01-530-224	01-35-745-224	1,878.48
DUPAGE COUNTY RECORDER (518)	12/18 CK# 81071	\$40.00
201211290385 FEES DUES SUBSCRIPTIONS 01-15-510-307	01-15-510-307	40.00
ECO CLEAN MAINTENANCE INC (2385)	12/18 CK# 81073	\$1,449.00
3055/NOV12 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,449.00
SCOTT EISENBEIS (547)	12/18 CK# 81074	\$750.00
12 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	750.00
FALCO'S LANDSCAPING INC (581)	12/18 CK# 81077	\$8,152.25
2384 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	1,200.00
2385 TREE MAINTENANCE 01-535-338	01-35-750-338	1,425.00
2386 #7 CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	2,404.90
2386 #7 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	3,122.35
GATEWAY SRA (661)	12/18 CK# 81078	\$17,292.19
2ND PYMNT SPECIAL REC ASSOC PROGRAM DUES 01-630-518	01-20-590-518	17,292.19
W.W. GRAINGER (1999)	12/18 CK# 81079	\$241.21
9001475806 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	20.57
9001475814 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	30.48
9001625988 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	5.90
9974879505 OPERATING EQUIPMENT 01-540-401	01-35-755-401	83.35
9976724550 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	48.30
9977666677 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	24.12
9977666685 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	28.49
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	12/18 CK# 81081	\$7,970.00
NOV 12 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	7,970.00
HIGHWAY TECHNOLOGIES (780)	12/18 CK# 81082	\$89.70
65114366-001 EQUIPMENT RENTAL 01-535-290	01-35-750-290	89.70

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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
HINSDALE NURSERIES, INC. (793)	12/18 CK# 81083	\$411.00
692603 TREE MAINTENANCE 01-535-338	01-35-750-338	411.00
HOME DEPOT COMMERCIAL (808)	12/18 CK# 81085	\$677.78
1020945 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	88.89
1020984 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	69.32
2052331 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	227.67
3050940 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	58.39
4021987 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	18.97
4031759 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	100.79
4031761 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	10.44
5024212 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	35.94
5031677 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	18.94
9024476 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	10.95
9025321 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	37.48
HOVING PIT STOP (816)	12/18 CK# 81086	\$1,960.00
6470 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,960.00
HUNTER F.L. & ASSOC. INC (819)	12/18 CK# 81087	\$85.00
27597 EXAMS - POLYGRAPH 01-745-545	01-07-440-545	85.00
I.M.R.F. PENSION FUND (917)	12/18 CK# 81088	\$3,806.67
DEC 12 SLEP PENSION 01-10-455-155	01-30-630-156	3,806.67
I.R.M.A. (966)	12/18 CK# 81089	\$1,362.93
161604-01 REIMBURSEMENTS - IRMA 01-310-901	01-310-901	1,362.93
ILL. PARK AND RECREATION ASSN. (900)	12/18 CK# 81090	\$244.00
4842713 FEES DUES SUBSCRIPT 01-601-307	01-20-550-307	244.00
ILLINOIS PAPER COMPANY (898)	12/18 CK# 81091	\$502.20
22791 OFFICE SUPPLIES 01-420-301	01-10-455-301	502.20
INNOVATIVE DATA SOLUTIONS (2441)	12/18 CK# 81092	\$3,626.00
5680 OPERATING EQUIPMENT 01-451-401	01-30-630-401	2,476.00
5697 OPERATING EQUIPMENT 01-451-401	01-30-630-401	1,150.00
INTERGOVERNMENTAL PERSONNEL (934)	12/18 CK# 81093	\$39,842.49
DEC 12 EMP DED PAY-INS 01-210-204	01-210-204	10,836.37
DEC 12 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	153.00
DEC 12 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	1,095.04
DEC 12 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	686.68
DEC 12 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,383.50
DEC 12 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	21,966.69
DEC 12 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,642.38
DEC 12 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,078.83
INVENTORY TRADING COMPANY (959)	12/18 CK# 81094	\$592.65
236520 UNIFORMS 01-451-345	01-30-630-345	592.65
JODY COLLINS (1292)	12/18 CK# 81095	\$9.46
ORNAMENT DEC CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	9.46
JOLIET SUSPENSION INC (2503)	12/18 CK# 81096	\$1,538.67
95882 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,538.67
K-MART CORPORATION (259)	12/18 CK# 81097	\$870.00
YR 11,12,13 VENDING MACHINE 01-310-305	01-310-305	870.00
LAUREN KASPAR (1035)	12/18 CK# 81098	\$183.75
2012 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	183.75

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
KH KIM TAEKWONDO (2407)	12/18 CK# 81099	\$132.00
9/5 - 12/19/12 FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	132.00
KIMBALL MIDWEST (2504)	12/18 CK# 81100	\$172.14
2733395 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	172.14
KING CAR WASH (1057)	12/18 CK# 81101	\$120.00
60/NOV 12 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	120.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	12/18 CK# 81103	\$121.68
223030882 COPY SERVICE 01-451-315	01-30-630-315	121.68
LASERCRAFT INC (2300)	12/18 CK# 81104	\$23,349.50
10944 NOV 12 RED LIGHT CAMERA FEES	01-30-630-247	22,475.00
10945 NOV 12 RED LIGHT - MISC FEE	01-30-630-249	874.50
LEXIS (21)	12/18 CK# 81105	\$65.95
1009686/NOV 12 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	65.95
LOCAL GOV NEWS.ORG (1162)	12/18 CK# 81106	\$600.00
CGS13037 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	600.00
LOGSDON OFFICE SUPPLY (2452)	12/18 CK# 81107	\$489.09
424057 OFFICE SUPPLIES 01-420-301	01-10-455-301	-10.99
424205 OFFICE SUPPLIES 01-420-301	01-10-455-301	16.78
424205 OPERATING SUPPLIES 01-410-331	01-10-460-331	20.62
424205 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	69.90
424237 OFFICE SUPPLIES 01-420-301	01-10-455-301	-137.80
425097 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	15.99
425097 OFFICE SUPPLIES 01-420-301	01-10-455-301	276.15
425097 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	89.99
425097 OFFICE SUPPLIES 01-501-301	01-35-710-301	40.96
426116 OFFICE SUPPLIES 01-420-301	01-10-455-301	57.52
426116 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	21.72
426116 OFFICE SUPPLIES 01-551-301	01-40-810-301	28.25
TIMOTHY J. MAHONEY (2460)	12/18 CK# 81109	\$990.00
AUG/NOV 12 FEES - SPECIAL ATTORNEY 01-425-241	01-10-470-241	990.00
METRO REPORTING SERVICE LTD. (1246)	12/18 CK# 81111	\$711.25
3378 FEES - COURT REPORT 01-705-248	01-45-847-248	381.10
3677 FEES - COURT REPORT 01-705-248	01-45-847-248	330.15
NATIONAL ENTERTAINMENT NETWORK (259)	12/18 CK# 81112	\$45.00
YR11,12,13 KMRT VENDING MACHINE 01-310-305	01-310-305	45.00
NATIONAL FIRE PROTECTION ASSN (1338)	12/18 CK# 81113	\$165.00
12 GIUNTOLI FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	165.00
NEOPOST LEASING (1358)	12/18 CK# 81114	\$395.91
N3678069 POSTAGE & METER RENT 01-420-311	01-10-455-311	395.91
NEXTEL COMMUNICATION (1357)	12/18 CK# 81115	\$175.07
952377363 NV12 PHONE - TELEPHONES 01-420-201	01-10-455-201	37.99
952377363 NV12 PHONE - TELEPHONES 01-451-201	01-30-630-201	137.08
NICOR GAS (1370)	12/18 CK# 81116	\$480.70
4140414NOV12 NICOR GAS 01-405-235	01-10-466-235	275.37
4474130 NOV12 NICOR GAS	01-35-725-415	205.33
O P TACTICAL INC (2505)	12/18 CK# 81117	\$344.79
121130 UNIFORMS 01-451-345	01-30-630-345	344.79

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
OCCUPATIONAL HEALTH CENTERS (2413) 1007143660 WELLNESS 01-440-276	12/18 CK# 81118 01-10-480-276	\$54.00 54.00
ORIENTAL TRADING (2418) 654609732-01 CHILDRENS SPECIAL EVENTS 01-625-150	12/18 CK# 81119 01-20-585-150	\$128.11 128.11
ORKIN EXTERMINATING (1439) D2604360 DC12 MAINTENANCE - BUILDING 01-405-228	12/18 CK# 81120 01-10-466-228	\$74.76 74.76
PACIFIC TELEMAGEMENT SERVICES (2197) 464625 DEC12 PHONE - TELEPHONES 01-420-201	12/18 CK# 81121 01-10-455-201	\$78.00 78.00
PCS INTERNATIONAL (2201) 129474R E.D.P. SOFTWARE 01-25-615-212	12/18 CK# 81122 01-25-615-212	\$798.18 798.18
PETTY CASH C/O TIM HALIK (1492) 12/11/12 GAS-OIL-WASH-MILEAGE 01-05-410-303 12/11/12 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304 12/11/12 COMMISSARY PROVISION 01-420-355 12/11/12 CASH - OVER OR SHORT 01-420-505 12/11/12 NEWSLETTER 01-435-366 12/11/12 GAS-OIL-WASH-MILEAGE 01-451-303 12/11/12 OPERATING EQUIPMENT 01-451-401	12/18 CK# 81123 01-05-410-303 01-05-410-304 01-10-455-355 01-10-455-505 01-10-475-366 01-30-630-303 01-30-630-401	\$386.16 2.50 44.68 101.62 2.12 73.18 28.03 134.03
PIECZYNSKI LINDA S. (1503) 5652/NOV 12 FEES - SPECIAL ATTORNEY 01-451-241	12/18 CK# 81124 01-30-630-241	\$798.00 798.00
PUBLIC SAFETY DIRECT INC (2309) 23419 MAINTENANCE - VEHICLES 01-451-409	12/18 CK# 81125 01-30-630-409	\$95.00 95.00
RACHANA ANANTHAKRISHNAN (586) PILATES 271BF FALL RECREATION FEES 01-310-818	12/18 CK# 81126 01-310-818	\$76.00 76.00
RAGS ELECTRIC, INC (1585) 15026 MAINTENANCE - STREET LIGHTS 01-530-223	12/18 CK# 81127 01-35-745-223	\$244.00 244.00
RATHS, RATHS & JOHNSON, INC. (1591) 12077-211 REIMB. 12078-211 PLAN REVIEW - STRUCTURAL 01-555-255	12/18 CK# 81128 01-40-820-255 01-40-820-255	\$2,518.00 1,722.00 796.00
RAY O'HERRON (1593) 63215 UNIFORMS 01-451-345 63480 OPERATING EQUIPMENT 01-451-401 63927 AMMUNITION 01-451-346 63928 AMMUNITION 01-451-346 63929 AMMUNITION 01-451-346 63930 AMMUNITION 01-451-346	12/18 CK# 81129 01-30-630-345 01-30-630-401 01-30-630-346 01-30-630-346 01-30-630-346 01-30-630-346	\$10,343.60 231.70 211.90 2,475.00 2,475.00 2,475.00 2,475.00
LORI RINELLA (2204) 12 UNIFORMS UNIFORMS 01-451-345 UNIFORMS 2012 UNIFORMS 01-451-345	12/18 CK# 81130 01-30-630-345 01-30-630-345	\$280.73 115.76 164.97
RUTLEDGE PRINTING CO. (1648) 115690 OFFICE SUPPLIES 01-451-301	12/18 CK# 81131 01-30-630-301	\$628.18 628.18
SCHWAAB, INC. (1672) C65653 OPERATING EQUIPMENT 01-451-401	12/18 CK# 81132 01-30-630-401	\$43.47 43.47
SIGNS NOW (1717) 195-43655 OFFICE SUPPLIES 01-25-610-301 195-43655 OFFICE SUPPLIES 01-451-301 SN195-42919-2 OFFICE SUPPLIES 01-05-410-301	12/18 CK# 81133 01-25-610-301 01-30-630-301 01-05-410-301	\$60.30 18.85 18.85 22.60

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SPORTSFIELD, INC. (1764)	12/18 CK# 81134	\$1,790.25
212846 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	1,790.25
SPRING-GREEN (1755)	12/18 CK# 81135	\$388.60
4455662 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	4.70
4455663 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	383.90
STERLING CODIFIERS INC. (1773)	12/18 CK# 81136	\$331.00
13018 CODIFY ORDINANCES 01-415-261	01-10-455-266	331.00
STETINA DOUGLAS & FRAN (1785)	12/18 CK# 81137	\$38.22
CHLDNRN PARTY CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	38.22
STONE WHEEL INC (1780)	12/18 CK# 81138	\$13.04
01-007632 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	13.04
SUBURBAN LIFE PUBLICATIONS (1805)	12/18 CK# 81139	\$42.00
115647/NAPOLI FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	42.00
SUNSET SEWER & WATER (2276)	12/18 CK# 81140	\$1,943.21
2012-266 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,391.21
2012-276 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	552.00
T.P.I. (1886)	12/18 CK# 81141	\$2,774.70
6402/NOV 12 REIMB.	01-40-820-258	1,640.70
6402/NOV 12 PART TIME INSPECTOR 01-565-109	01-40-830-109	819.00
6402/NOV 12 PLUMBING INSPECTION 01-565-115	01-40-830-115	315.00
TAMELING INDUSTRIES (1844)	12/18 CK# 81142	\$680.70
84033 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	680.70
THOMPSON ELEV. INSPECT. SERVICE (1873)	12/18 CK# 81143	\$43.00
12-3927 ELEVATOR INSPECTION 01-565-117	01-40-830-117	43.00
TOM & JERRY'S SHELL SERVICES (1883)	12/18 CK# 81144	\$3,014.12
46633 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	572.63
47054 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.40
47061 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.40
47062 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	283.39
47064 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
47088 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	162.38
47089 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
47098 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
470990 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	361.07
47101 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	81.60
47116 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	159.52
47143 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	494.55
47148 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	349.53
47166 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
47182 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	48.60
47191 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	312.40
47202 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
TREE TOWNS (1894)	12/18 CK# 81145	\$36.20
183225 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	36.20
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971)	12/18 CK# 81146	\$4,238.50
450716/OCT 12 FEES - LABOR COUNSEL 01-425-242	01-10-470-242	4,238.50
KRISTIN VIOLANTE (2399)	12/18 CK# 81148	\$141.95
HOLIDAY TREE CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	141.95

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK TOWN CENTER LLC (2069) 12/31/12 NOTE1 SALES TAX REBATE- TOWN CENTER 01-420-513	12/18 CK# 81150 01-10-455-513	\$28,101.68 28,101.68
WILLOWBROOK TOWN CENTER LLC (2069) 12/31/12 NOTE2 SALES TAX REBATE- TOWN CENTER 01-420-513	12/18 CK# 81151 01-10-455-513	\$72,374.61 72,374.61
WILLOWBROOK TOWN CENTER LLC (2069) 12/31/12 NOTE 3 SALES TAX REBATE- TOWN CENTER 01-420-513	12/18 CK# 81152 01-10-455-513	\$72,374.61 72,374.61
WILLOWBROOK TOWN CENTER LLC (2069) 12/31/12 NOTE4 SALES TAX REBATE- TOWN CENTER 01-420-513	12/18 CK# 81153 01-10-455-513	\$69,845.46 69,845.46
WILLOWBROOK TOWN CENTER LLC (2069) 12/31/12 NOTE5 SALES TAX REBATE- TOWN CENTER 01-420-513	12/18 CK# 81154 01-10-455-513	\$12,773.49 12,773.49
WLBK BURR RIDGE CHAMBER OF COM (2053) 12/5/12 SCHOOLS-CONFERENCE TRAVEL 01-451-304	12/18 CK# 81155 01-30-630-304	\$70.00 70.00
THE YOGA TEACHERS' GROUP INC (2109) 10/22-12/6 FALL PROGRAM MATERIALS & SERVICES 01-622-118	12/18 CK# 81156 01-20-580-118	\$1,260.00 1,260.00
TOTAL GENERAL CORPORATE FUND		\$437,090.70

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AT & T MOBILITY (64)	12/18 CK# 81050	\$72.02
826930710/NOV12 PHONE - TELEPHONES 02-401-201	02-50-401-201	72.02
AT & T (67)	12/18 CK# 81052	\$545.45
323-0337 NOV 12 PHONE - TELEPHONES 02-401-201	02-50-401-201	266.24
323-0975 NOV 12 PHONE - TELEPHONES 02-401-201	02-50-401-201	279.21
COMMONWEALTH EDISON (370)	12/18 CK# 81061	\$2,046.69
4651111049NOV12 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,145.97
5071072051NOV12 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	900.72
DELTA DENTAL PLAN OF ILLINOIS (468)	12/18 CK# 81064	\$114.88
496397 / DEC12 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	114.88
DUPAGE WATER COMMISSION (521)	12/18 CK# 81072	\$83,445.91
9844/NOV 12 PURCHASE OF WATER 02-420-575	02-50-420-575	83,445.91
ELIA PAVING CO. (549)	12/18 CK# 81075	\$5,095.00
-2 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	3,895.00
12/11/12 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,200.00
ENVIRO TEST INC (555)	12/18 CK# 81076	\$87.50
12-129314/NOV12 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
W.W. GRAINGER (1999)	12/18 CK# 81079	\$134.36
9006460076 OPERATING EQUIPMENT 02-430-401	02-50-430-401	93.57
9006460084 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	65.30
9009527335 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	-65.30
9977666685 MAINTENANCE - METER EQUIPMENT 02-435-463	02-50-435-463	40.79
H-B-K WATER METER SERVICE (739)	12/18 CK# 81080	\$2,374.59
12-551 METERS FLOW TESTING 02-435-278	02-50-435-278	382.60
12-551 NEW - METERING EQUIPMENT 02-435-461	02-50-435-461	1,991.99
INTERGOVERNMENTAL PERSONNEL (934)	12/18 CK# 81093	\$1,691.30
DEC 12 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	1,691.30
LOGSDON OFFICE SUPPLY (2452)	12/18 CK# 81107	\$40.95
425097 OFFICE SUPPLIES 02-401-301	02-50-401-301	40.95
M.E. SIMPSON COMPANY INC (1235)	12/18 CK# 81108	\$1,020.00
23298 LEAK SURVEYS 02-430-276	02-50-430-276	450.00
23305 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	570.00
SPRING-GREEN (1755)	12/18 CK# 81135	\$52.45
4454945 LANDSCAPING-STANDPIPE 02-420-297	02-50-420-297	52.45
SUNSET SEWER & WATER (2276)	12/18 CK# 81140	\$14,852.23
2012-261 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	8,492.45
2012-264 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,440.76
2012-267 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,658.76
2012-268 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,260.26
TAMELING INDUSTRIES (1844)	12/18 CK# 81142	\$106.00
84105 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	106.00
VERIZON WIRELESS (1972)	12/18 CK# 81147	\$26.78
2831735124 PHONE - TELEPHONES 02-401-201	02-50-401-201	26.78
TOTAL WATER FUND		\$111,706.11

VILLAGE OF WILLOWBROOK

RUN DATE: 12/12/12

BILLS PAID REPORT FOR DECEMBER, 2012

PAGE: 9

RUN TIME: 04:11PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	12/18 CK# 81068	\$5,131.79
1223/WNR GUIDE ADVERTISING 03-435-317	03-53-435-317	1,859.25
1228 ADVERTISING 03-435-317	03-53-435-317	1,272.54
NOV 12 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
OCT 12 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
HOLIDAY INN WILLOWBROOK (804)	12/18 CK# 81084	\$197.66
9005 WINE & DINE INTELLIGENTLY 03-436-378	03-53-436-378	197.66
TOTAL HOTEL/MOTEL TAX FUND		\$5,329.45

RUN DATE: 12/12/12

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR DECEMBER, 2012

PAGE: 10

RUN TIME: 04:11PM

T I F SPECIAL REVENUE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK TOWN CENTER LLC (2069)	12/18 CK# 81149	\$254,915.21
DUE 1/1/13 INTEREST EXPENSE 05-401-305	05-59-401-305	19,856.03
DUE 1/1/13 PRINCIPAL EXPENSE 05-410-306	05-59-410-306	235,059.18
TOTAL T I F SPECIAL REVENUE FUND		\$254,915.21

VILLAGE OF WILLOWBROOK

RUN DATE: 12/12/12

BILLS PAID REPORT FOR DECEMBER, 2012

PAGE: 11

RUN TIME: 04:11PM

SSA ONE BOND & INTEREST FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MB FINANCIAL BANK (2155)	12/18 CK# 81110	\$217,880.00
SSA BOND 1/1/13 BOND PRINCIPAL EXPENSE 06-60-550-401	06-60-550-401	115,000.00
SSA BOND 1/1/13 BOND INTEREST EXPENSE - 06-60-550-402	06-60-550-402	102,880.00
TOTAL SSA ONE BOND & INTEREST FUND		\$217,880.00

VILLAGE OF WILLOWBROOK

RUN DATE: 12/12/12

BILLS PAID REPORT FOR DECEMBER, 2012

PAGE: 12

RUN TIME: 04:11PM

POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TIMOTHY KOBLER (1072)	12/18 CK# 81102	\$452.46
2ND RM IPPFA MEETINGS, TRAVEL, CONFERENCES 07-401-304	07-62-401-304	452.46
TOTAL POLICE PENSION FUND		\$452.46

RUN DATE: 12/12/12

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR DECEMBER, 2012

PAGE: 13

RUN TIME: 04:11PM

2008 BOND FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THE BANK OF NEW YORK MELLON (2174)	12/18 CK# 81055	\$121,871.88
BNYLOANS/WBGOO8 PRINCIPAL EXPENSE	11-70-550-401	85,000.00
BNYLOANS/WBGOO8 INTEREST EXPENSE	11-70-550-402	36,871.88
	TOTAL 2008 BOND FUND	\$121,871.88

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR DECEMBER, 2012

RUN DATE: 12/12/12

SUMMARY ALL FUNDS

RUN TIME: 04:11PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	437,090.70	*
02-110-105	WATER FUND-CHECKING 0010330283	111,706.11	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	5,329.45	*
05-110-105	T I F SPECIAL REVENUE FUND-CHECKING 0010330283	254,915.21	*
06-110-105	SSA ONE BOND & INTEREST FUND-CHECKING	217,880.00	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	452.46	*
11-110-105	2008 BOND FUND-CHECKING - 0010330283	121,871.88	*
TOTAL ALL FUNDS		1,149,245.81	**

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

RUN: 12/07/12 11:08AM

SUMMARY OF FUNDS AS OF NOVEMBER 30, 2012

PAGE: 1

FUND DESCRIPTION	DETAIL	BALANCE
<b>GENERAL CORPORATE FUND</b>		<b>\$2,559,133.45</b>
MONEY MARKET	\$2,085,599.14	
MARKET VALUE	194,938.60	
PETTY CASH	950.00	
SAVINGS	277,645.71	
TOTAL	\$2,559,133.45	
<b>WATER FUND</b>		<b>\$386,682.12</b>
MONEY MARKET	\$386,682.12	
<b>HOTEL/MOTEL TAX FUND</b>		<b>\$73,007.00</b>
MONEY MARKET	\$73,007.00	
<b>MOTOR FUEL TAX FUND</b>		<b>\$138,915.79</b>
MONEY MARKET	\$138,915.79	
<b>T I F SPECIAL REVENUE FUND</b>		<b>\$422,522.18</b>
MONEY MARKET	\$422,522.18	
<b>SSA ONE BOND &amp; INTEREST FUND</b>		<b>\$65,356.86</b>
MONEY MARKET	\$65,356.86	
<b>POLICE PENSION FUND</b>		<b>\$15,098,827.94</b>
AGENCY CERTIFICATES	\$3,463,117.39	
CORPORATE BONDS	2,220,078.75	
EQUITIES	1,270,007.11	
MUNICIPAL BONDS	645,228.90	
MUTUAL FUNDS	5,583,371.74	
MONEY MARKET	262,662.62	
MARKET VALUE	1,211,802.61	
TREASURY NOTES	442,558.82	
TOTAL	\$15,098,827.94	
<b>SSA ONE PROJECT FUND</b>		<b>\$51,804.71</b>
MONEY MARKET	\$51,804.71	
<b>WATER CAPITAL IMPROVEMENTS FUND</b>		<b>\$357,407.56</b>
MONEY MARKET	\$357,407.56	
<b>CAPITAL PROJECT FUND</b>		<b>\$154,643.28</b>
MONEY MARKET	\$154,643.28	
<b>2008 BOND FUND</b>		<b>\$84.11</b>
MONEY MARKET	\$84.11	
<b>LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND</b>		<b>\$3,166,733.63</b>
MONEY MARKET	\$3,166,733.63	
<b>TOTAL MONIES</b>		<b>\$22,475,118.63</b>

RESPECTFULLY SUBMITTED THIS 30TH DAY OF NOVEMBER, 2012



TIM HALIK, VILLAGE ADMINISTRATOR

ROBERT A. NAPOLI, MAYOR

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

RUN: 12/07/12 11:08AM

DETAILED SUMMARY OF FUNDS AS OF NOVEMBER 30, 2012

PAGE: 2

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$2,665,586.00
AS PER SUMMARY, NOVEMBER, 2012	\$2,559,133.45	
DUE TO/FROM WATER FUND	74,814.81	
DUE TO/FROM HOTEL/MOTEL TAX FUND	30,024.99	
DUE TO/FROM POLICE PENSION FUND	1,612.75	
	\$2,665,586.00	
WATER FUND		\$311,867.31
AS PER SUMMARY, NOVEMBER, 2012	\$386,682.12	
DUE TO/FROM GENERAL FUND	-74,814.81	
	\$311,867.31	
HOTEL/MOTEL TAX FUND		\$42,982.01
AS PER SUMMARY, NOVEMBER, 2012	\$73,007.00	
DUE TO/FROM GENERAL FUND	-30,024.99	
	\$42,982.01	
MOTOR FUEL TAX FUND		\$138,915.79
AS PER SUMMARY, NOVEMBER, 2012	\$138,915.79	
T I F SPECIAL REVENUE FUND		\$422,522.18
AS PER SUMMARY, NOVEMBER, 2012	\$422,522.18	
SSA ONE BOND & INTEREST FUND		\$65,356.86
AS PER SUMMARY, NOVEMBER, 2012	\$65,356.86	
POLICE PENSION FUND		\$15,097,215.19
AS PER SUMMARY, NOVEMBER, 2012	\$15,098,827.94	
DUE TO/FROM GENERAL FUND	-1,612.75	
	\$15,097,215.19	
SSA ONE PROJECT FUND		\$51,804.71
AS PER SUMMARY, NOVEMBER, 2012	\$51,804.71	
WATER CAPITAL IMPROVEMENTS FUND		\$357,407.56
AS PER SUMMARY, NOVEMBER, 2012	\$357,407.56	
CAPITAL PROJECT FUND		\$154,643.28
AS PER SUMMARY, NOVEMBER, 2012	\$154,643.28	
2008 BOND FUND		\$84.11
AS PER SUMMARY, NOVEMBER, 2012	\$84.11	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$3,166,733.63
AS PER SUMMARY, NOVEMBER, 2012	\$3,166,733.63	
TOTAL MONIES		\$22,475,118.63

\$98,249.26 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

RUN: 12/07/12 11:08AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2012

PAGE: 3

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
<b>GENERAL CORPORATE FUND</b>							
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.05%	10,515.27	MM	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.05%	48,087.93	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	197,650.24	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	1,059,965.44	MM	N/A
01-120-154	IMET	POOLED INVEST		0.34%	600,000.00	MM	N/A
01-120-155	IMET	20321-101		0.34%	169,380.26	MM	N/A
		TOTAL MONEY MARKET			\$2,085,599.14		
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			194,938.60	MV	N/A
		TOTAL MARKET VALUE			\$194,938.60		
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		TOTAL PETTY CASH			\$950.00		
01-110-257	COMMUNITY BANK OF WB	SAVINGS			263,500.71	SV	N/A
01-110-335	U.S. BANK	LOCKBOX			14,145.00	SV	N/A
		TOTAL SAVINGS			\$277,645.71		
		TOTAL GENERAL CORPORATE FUND			\$2,559,133.45		
		AVERAGE ANNUAL YIELD			0.22%		
<b>WATER FUND</b>							
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.30%	382,765.44	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	3,916.68	MM	N/A
		TOTAL MONEY MARKET			\$386,682.12		
		TOTAL WATER FUND			\$386,682.12		
		AVERAGE ANNUAL YIELD			0.30%		
<b>HOTEL/MOTEL TAX FUND</b>							
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	73,007.00	MM	N/A
		TOTAL MONEY MARKET			\$73,007.00		
		TOTAL HOTEL/MOTEL TAX FUND			\$73,007.00		
		AVERAGE ANNUAL YIELD			0.13%		
<b>MOTOR FUEL TAX FUND</b>							
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	138,915.79	MM	N/A
		TOTAL MONEY MARKET			\$138,915.79		
		TOTAL MOTOR FUEL TAX FUND			\$138,915.79		
		AVERAGE ANNUAL YIELD			0.13%		

VILLAGE OF WILLOWBROOK

RUN: 12/07/12 11:08AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2012

PAGE: 4

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
<b>T I F SPECIAL REVENUE FUND</b>							
05-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	422,522.18	MM	N/A
		TOTAL MONEY MARKET			\$422,522.18		
		TOTAL T I F SPECIAL REVENUE FUND			\$422,522.18		
		AVERAGE ANNUAL YIELD		0.13%			

<b>SSA ONE BOND &amp; INTEREST FUND</b>							
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	65,356.86	MM	N/A
		TOTAL MONEY MARKET			\$65,356.86		
		TOTAL SSA ONE BOND & INTEREST FUND			\$65,356.86		
		AVERAGE ANNUAL YIELD		0.13%			

<b>POLICE PENSION FUND</b>							
07-120-396	MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294	MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-393	MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380	MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-392	MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394	MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374	MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363	MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402	MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298	MBFINANCIAL BANK	FNCT		7.00%	2,056.30	AC	02/01/2016
07-120-409	MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421	MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-367	MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-434	MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433	MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-404	MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-293	MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365	MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389	MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405	MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383	MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379	MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426	MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345	MBFINANCIAL BANK	GNMA		5.00%	16,272.15	AC	12/18/2018
07-120-408	MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369	MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296	MBFINANCIAL BANK	GNMA POOL		4.50%	27,208.75	AC	06/15/2019
07-120-310	MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-297	MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364	MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-436	MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021

VILLAGE OF WILLOWBROOK

RUN: 12/07/12 11:08AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2012

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	342.02	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	12,875.47	AC	08/20/2028
			TOTAL AGENCY CERTIFICATES			\$3,463,117.39		
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,220,078.75	CB	N/A
			TOTAL CORPORATE BONDS			\$2,220,078.75		
07-120-289		MBFINANCIAL BANK	EQUITIES			1,270,007.11	EQ	N/A
			TOTAL EQUITIES			\$1,270,007.11		
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	14,409.60	MB	12/15/2013
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
			TOTAL MUNICIPAL BONDS			\$645,228.90		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,583,371.74	MF	N/A
			TOTAL MUTUAL FUNDS			\$5,583,371.74		
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	48,074.46	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	214,588.16	MM	N/A
			TOTAL MONEY MARKET			\$262,662.62		
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,211,802.61	MV	N/A
			TOTAL MARKET VALUE			\$1,211,802.61		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
			TOTAL TREASURY NOTES			\$442,558.82		
			TOTAL POLICE PENSION FUND			\$15,098,827.94		
			AVERAGE ANNUAL YIELD			4.41%		

VILLAGE OF WILLOWBROOK

RUN: 12/07/12 11:08AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF NOVEMBER 30, 2012

PAGE: 6

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
<b>SSA ONE PROJECT FUND</b>								
08-110-323		IMET	MONEY MARKET		0.34%	51,804.71	MM	N/A
			TOTAL MONEY MARKET			\$51,804.71		
			TOTAL SSA ONE PROJECT FUND			\$51,804.71		
			AVERAGE ANNUAL YIELD			0.34%		
<b>WATER CAPITAL IMPROVEMENTS FUND</b>								
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	357,407.56	MM	N/A
			TOTAL MONEY MARKET			\$357,407.56		
			TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$357,407.56		
			AVERAGE ANNUAL YIELD			0.13%		
<b>CAPITAL PROJECT FUND</b>								
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	154,605.20	MM	N/A
10-110-325		IMET	MONEY MARKET		0.34%	38.08	MM	N/A
			TOTAL MONEY MARKET			\$154,643.28		
			TOTAL CAPITAL PROJECT FUND			\$154,643.28		
			AVERAGE ANNUAL YIELD			0.13%		
<b>2008 BOND FUND</b>								
11-110-323		IMET	MONEY MARKET		0.34%	1.74	MM	N/A
11-120-155		IMET	MONEY MARKET			82.37	MM	N/A
			TOTAL MONEY MARKET			\$84.11		
			TOTAL 2008 BOND FUND			\$84.11		
			AVERAGE ANNUAL YIELD			0.57%		
<b>LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND</b>								
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,166,733.63	MM	N/A
			TOTAL MONEY MARKET			\$3,166,733.63		
			TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND			\$3,166,733.63		
			AVERAGE ANNUAL YIELD			0.13%		
GRAND TOTAL INVESTED						\$22,475,118.63		

INVESTMENT TYPES

AC	AGENCY CERTIFICATES	MF	MUTUAL FUNDS
CB	CORPORATE BONDS	MM	MONEY MARKET
CD	CERTIFICATE OF DEPOSIT	MV	MARKET VALUE
CK	CHECKING	PC	PETTY CASH
EQ	EQUITIES	SV	SAVINGS
MB	MUNICIPAL BONDS	TN	TREASURY NOTES

VILLAGE OF WILLOWBROOK

INVESTMENTS BY FUND (SUMMARY) NOVEMBER 30, 2012

RUN: 12/07/12 11:08AM

PAGE: 7

FUND	INVESTMENTS
GENERAL CORPORATE FUND	2,559,133.45
WATER FUND	386,682.12
HOTEL/MOTEL TAX FUND	73,007.00
MOTOR FUEL TAX FUND	138,915.79
T I F SPECIAL REVENUE FUND	422,522.18
SSA ONE BOND & INTEREST FUND	65,356.86
POLICE PENSION FUND	15,098,827.94
SSA ONE PROJECT FUND	51,804.71
WATER CAPITAL IMPROVEMENTS FUND	357,407.56
CAPITAL PROJECT FUND	154,643.28
2008 BOND FUND	84.11
LAND FUND	3,166,733.63
TOTAL INVESTED (ALL FUNDS):	<b>\$22,475,118.63</b>

VILLAGE OF WILLOWBROOK  
 INVESTMENTS BY TYPE (SUMMARY) NOVEMBER 30, 2012

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TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	3,463,117.39	4.72 %		3,463,117.39
CORPORATE BONDS			2,220,078.75	2,220,078.75
EQUITIES			1,270,007.11	1,270,007.11
MUNICIPAL BONDS	645,228.90	5.02 %		645,228.90
MUTUAL FUNDS			5,583,371.74	5,583,371.74
MONEY MARKET	7,165,336.63	0.17 %	82.37	7,165,419.00
MARKET VALUE			1,406,741.21	1,406,741.21
PETTY CASH			950.00	950.00
SAVINGS			277,645.71	277,645.71
TREASURY NOTES	442,558.82	3.58 %		442,558.82
 TOTAL ALL FUNDS	 \$11,716,241.74		 \$10,758,876.89	 \$22,475,118.63

VILLAGE OF WILLOWBROOK

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INVESTMENT SUMMARY BY INSTITUTION AS OF NOVEMBER 30, 2012

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INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	902,519.59	48,074.46	950,594.05
ILLINOIS FUNDS	5,442,430.34		5,442,430.34
IMET	821,307.16		821,307.16
IMET MARKET VALUE CONTRA	194,938.60	1,211,802.61	1,406,741.21
MBFINANCIAL BANK		13,838,950.87	13,838,950.87
U.S. BANK	14,145.00		14,145.00
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$7,376,290.69	\$15,098,827.94	\$22,475,118.63

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY INSTITUTION AS OF NOVEMBER 30, 2012

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	48,087.93	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	10,515.27	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	197,650.24	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	382,765.44	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	48,074.46	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			263,500.71	SV	N/A
		TOTAL INVESTED				\$950,594.05		
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,059,965.44	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,916.68	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	73,007.00	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	138,915.79	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	422,522.18	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	65,356.86	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	357,407.56	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	154,605.20	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,166,733.63	MM	N/A
		TOTAL INVESTED				\$5,442,430.34		
01-120-154		IMET	POOLED INVEST		0.34%	600,000.00	MM	N/A
01-120-155		IMET	20321-101		0.34%	169,380.26	MM	N/A
08-110-323		IMET	MONEY MARKET		0.34%	51,804.71	MM	N/A
10-110-325		IMET	MONEY MARKET		0.34%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.34%	1.74	MM	N/A
11-120-155		IMET	MONEY MARKET			82.37	MM	N/A
		TOTAL INVESTED				\$821,307.16		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,938.60	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,211,802.61	MV	N/A
		TOTAL INVESTED				\$1,406,741.21		
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,220,078.75	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			1,270,007.11	EQ	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,583,371.74	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	214,588.16	MM	N/A
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	14,409.60	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY INSTITUTION AS OF NOVEMBER 30, 2012

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	2,056.30	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	16,272.15	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	27,208.75	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRT)		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	342.02	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	12,875.47	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$13,838,950.87		
01-110-335		U.S. BANK	LOCKBOX			14,145.00	SV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$22,475,118.63		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY TYPE AND MATURITY DATE AS OF NOVEMBER 30, 2012

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	2,056.30	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	16,272.15	AC	12/18/2018
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	27,208.75	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	342.02	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	12,875.47	AC	08/20/2028
		TOTAL INVESTED				\$3,463,117.39		
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,220,078.75	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			1,270,007.11	EQ	N/A
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	14,409.60	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016

VILLAGE OF WILLOWBROOK

ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	MATURE DATE
07-120-382	MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372	MBFINANCIAL BANK	SPORTS AUTHRT\		5.45%	25,153.50	MB	06/15/2019
07-120-416	MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435	MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400	MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427	MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431	MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359	MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
	TOTAL INVESTED				\$645,228.90		
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			5,583,371.74	MF	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.05%	48,087.93	MM	N/A
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.05%	10,515.27	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	197,650.24	MM	N/A
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.30%	382,765.44	MM	N/A
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	48,074.46	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	1,059,965.44	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	3,916.68	MM	N/A
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	73,007.00	MM	N/A
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	138,915.79	MM	N/A
05-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	422,522.18	MM	N/A
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	65,356.86	MM	N/A
09-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	357,407.56	MM	N/A
10-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	154,605.20	MM	N/A
14-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	3,166,733.63	MM	N/A
01-120-154	IMET	POOLED INVEST		0.34%	600,000.00	MM	N/A
01-120-155	IMET	20321-101		0.34%	169,380.26	MM	N/A
08-110-323	IMET	MONEY MARKET		0.34%	51,804.71	MM	N/A
10-110-325	IMET	MONEY MARKET		0.34%	38.08	MM	N/A
11-110-323	IMET	MONEY MARKET		0.34%	1.74	MM	N/A
11-120-155	IMET	MONEY MARKET			82.37	MM	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		0.15%	214,588.16	MM	N/A
	TOTAL INVESTED				\$7,165,419.00		
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			194,938.60	MV	N/A
07-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			1,211,802.61	MV	N/A
	TOTAL INVESTED				\$1,406,741.21		
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257	COMMUNITY BANK OF WB	SAVINGS			263,500.71	SV	N/A
01-110-335	U.S. BANK	LOCKBOX			14,145.00	SV	N/A
	TOTAL INVESTED				\$277,645.71		
07-120-410	MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373	MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387	MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-412	MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
	TOTAL INVESTED				\$442,558.82		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY TYPE AND MATURITY DATE AS OF NOVEMBER 30, 2012

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
GRAND TOTAL INVESTED					\$22,475,118.63		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF NOVEMBER 30, 2012

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-288	MBFINANCIAL BANK	CORP BONDS			2,220,078.75	CB	N/A
07-120-289	MBFINANCIAL BANK	EQUITIES			1,270,007.11	EQ	N/A
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			5,583,371.74	MF	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.05%	48,087.93	MM	N/A
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.05%	10,515.27	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	197,650.24	MM	N/A
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.30%	382,765.44	MM	N/A
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	48,074.46	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	1,059,965.44	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	3,916.68	MM	N/A
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	73,007.00	MM	N/A
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	138,915.79	MM	N/A
05-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	422,522.18	MM	N/A
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	65,356.86	MM	N/A
09-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	357,407.56	MM	N/A
10-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	154,605.20	MM	N/A
14-110-322	ILLINOIS FUNDS	MONEY MARKET		0.13%	3,166,733.63	MM	N/A
01-120-154	IMET	POOLED INVEST		0.34%	600,000.00	MM	N/A
01-120-155	IMET	20321-101		0.34%	169,380.26	MM	N/A
08-110-323	IMET	MONEY MARKET		0.34%	51,804.71	MM	N/A
10-110-325	IMET	MONEY MARKET		0.34%	38.08	MM	N/A
11-110-323	IMET	MONEY MARKET		0.34%	1.74	MM	N/A
11-120-155	IMET	MONEY MARKET			82.37	MM	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		0.15%	214,588.16	MM	N/A
01-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			194,938.60	MV	N/A
07-120-900	IMET MARKET VALUE CONTRA	MARKET VALUE			1,211,802.61	MV	N/A
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257	COMMUNITY BANK OF WB	SAVINGS			263,500.71	SV	N/A
01-110-335	U.S. BANK	LOCKBOX			14,145.00	SV	N/A
07-120-396	MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294	MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-375	MBFINANCIAL BANK	MATOON		4.50%	14,409.60	MB	12/15/2013
07-120-381	MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393	MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380	MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356	MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392	MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394	MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419	MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374	MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413	MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414	MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363	MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410	MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402	MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298	MBFINANCIAL BANK	FNCT		7.00%	2,056.30	AC	02/01/2016
07-120-373	MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409	MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367	MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF NOVEMBER 30, 2012

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	16,272.15	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	27,208.75	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	342.02	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	12,875.47	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$22,475,118.63		
		GRAND TOTAL INVESTED				\$22,475,118.63		

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR NOVEMBER, 2012

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	2,320.87	160,430.76	159,885.00	100.34	-545.76
01-1110	Other Taxes	514,387.94	3,757,970.34	5,943,821.00	63.22	2,185,850.66
01-1120	Licenses	49,289.00	86,989.00	95,270.00	91.31	8,281.00
01-1130	Permits	8,690.80	136,041.48	113,600.00	119.75	-22,441.48
01-1140	Fines	9,782.63	424,084.60	700,000.00	60.58	275,915.40
01-1150	Transfers-Other Funds	32,451.92	227,163.44	389,423.00	58.33	162,259.56
01-1160	Charges & Fees	7,270.00	32,162.50	42,077.00	76.44	9,914.50
01-1170	Park & Recreation Revenue	3,493.24	30,353.83	49,557.00	61.25	19,203.17
01-1180	Other Revenue	20,520.68	143,860.75	349,975.00	41.11	206,114.25
**TOTAL	Operating Revenue	648,207.08	4,999,056.70	7,843,608.00	63.73	2,844,551.30
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	352.81	1,456.23	9,176.00	15.87	7,719.77
**TOTAL	Non-Operating Revenue	352.81	1,456.23	9,176.00	15.87	7,719.77
***TOTAL	GENERAL CORPORATE FUND	648,559.89	5,000,512.93	7,852,784.00	63.68	2,852,271.07

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR NOVEMBER, 2012

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	208,910.94	1,521,240.72	2,327,832.00	65.35	806,591.28
**TOTAL	Operating Revenue	208,910.94	1,521,240.72	2,327,832.00	65.35	806,591.28
<u>Non-Operating Revenue</u>						
02-3100	Other Income	289.76	894.96	3,000.00	29.83	2,105.04
02-3200	Charges & Fees	0.00	1,200.00	1,500.00	80.00	300.00
**TOTAL	Non-Operating Revenue	289.76	2,094.96	4,500.00	46.55	2,405.04
***TOTAL	WATER FUND	209,200.70	1,523,335.68	2,332,332.00	65.31	808,996.32
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	3,507.52	43,230.53	62,220.00	69.48	18,989.47
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	3,507.52	43,230.53	62,220.00	69.48	18,989.47
<u>Non-Operating Revenue</u>						
03-3100	Other Income	10.70	16.94	10.00	169.40	-6.94
**TOTAL	Non-Operating Revenue	10.70	16.94	10.00	169.40	-6.94
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	3,518.22	43,247.47	62,230.00	69.50	18,982.53
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	17,306.82	159,076.01	222,328.00	71.55	63,251.99
**TOTAL	Operating Revenue	17,306.82	159,076.01	222,328.00	71.55	63,251.99
<u>Non-Operating Revenue</u>						
04-3100	Other Income	39.62	84.98	208.00	40.86	123.02
**TOTAL	Non-Operating Revenue	39.62	84.98	208.00	40.86	123.02
***TOTAL	MOTOR FUEL TAX FUND	17,346.44	159,160.99	222,536.00	71.52	63,375.01

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR NOVEMBER, 2012

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	392,422.27	784,846.94	728,744.00	107.70	-56,102.94
**TOTAL	Operating Revenue	392,422.27	784,846.94	728,744.00	107.70	-56,102.94
<u>Non-Operating Revenue</u>						
05-3100	Other Income	24.39	56.79	8.00	709.88	-48.79
**TOTAL	Non-Operating Revenue	24.39	56.79	8.00	709.88	-48.79
***TOTAL	T I F SPECIAL REVENUE FUND	392,446.66	784,903.73	728,752.00	107.71	-56,151.73
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	7,760.83	168,217.95	320,760.00	52.44	152,542.05
**TOTAL	Operating Revenue	7,760.83	168,217.95	320,760.00	52.44	152,542.05
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	4.51	10.88	0.00	0.00	-10.88
**TOTAL	Non-Operating Revenue	4.51	10.88	0.00	0.00	-10.88
***TOTAL	SSA ONE BOND FUND	7,765.34	168,228.83	320,760.00	52.45	152,531.17
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	67,152.45	358,146.40	581,988.00	61.54	223,841.60
07-1180	Other Revenue	19,421.76	105,873.67	169,305.00	62.53	63,431.33
**TOTAL	Operating Revenue	86,574.21	464,020.07	751,293.00	61.76	287,272.93
<u>Non-Operating Revenue</u>						
07-3100	Other Income	68.90	-86,752.43	300,000.00	-28.92	386,752.43
**TOTAL	Non-Operating Revenue	68.90	-86,752.43	300,000.00	-28.92	386,752.43
***TOTAL	POLICE PENSION FUND	86,643.11	377,267.64	1,051,293.00	35.89	674,025.36
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR NOVEMBER, 2012

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
08-3000	Non-Operating Revenue	27.75	63.26	0.00	0.00	-63.26
**TOTAL	Non-Operating Revenue	27.75	63.26	0.00	0.00	-63.26
***TOTAL	SSA ONE PROJECT FUND	27.75	63.26	0.00	0.00	-63.26
<u>WATER CAPITAL IMPROVEMENTS FUND</u>						
<u>Operating Revenue</u>						
09-1000	Operating Revenue	0.00	0.00	187,976.00	0.00	187,976.00
**TOTAL	Operating Revenue	0.00	0.00	187,976.00	0.00	187,976.00
<u>Non-Operating Revenue</u>						
09-3000	Non-Operating Revenue	16.43	46.06	200.00	23.03	153.94
**TOTAL	Non-Operating Revenue	16.43	46.06	200.00	23.03	153.94
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	16.43	46.06	188,176.00	0.02	188,129.94
<u>CAPITAL PROJECT FUND</u>						
<u>UNKNOWN SUBJECT # 0000</u>						
10- 0	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
**TOTAL	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
<u>Operating Revenue</u>						
10-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
<u>Non-Operating Revenue</u>						
10-3000	Non-Operating Revenue	27.20	69.03	200.00	34.52	130.97
**TOTAL	Non-Operating Revenue	27.20	69.03	200.00	34.52	130.97
***TOTAL	CAPITAL PROJECT FUND	27.20	69.03	200.00	34.52	130.97
<u>2008 BOND FUND</u>						
<u>Operating Revenue</u>						
11-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR NOVEMBER, 2012

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
	<u>Non-Operating Revenue</u>					
11-3000	Non-Operating Revenue	0.00	36,871.97	158,744.00	23.23	121,872.03
**TOTAL	Non-Operating Revenue	0.00	36,871.97	158,744.00	23.23	121,872.03
***TOTAL	2008 BOND FUND	0.00	36,871.97	158,744.00	23.23	121,872.03
	<u>FUND SUMMARY</u>					
1	GENERAL CORPORATE	648,559.89	5,000,512.93	7,852,784.00	63.68	2,852,271.07
2	WATER	209,200.70	1,523,335.68	2,332,332.00	65.31	808,996.32
3	HOTEL/MOTEL TAX	3,518.22	43,247.47	62,230.00	69.50	18,982.53
4	MOTOR FUEL TAX	17,346.44	159,160.99	222,536.00	71.52	63,375.01
5	T I F SPECIAL REVENUE	392,446.66	784,903.73	728,752.00	107.71	-56,151.73
6	SSA ONE BOND & INTEREST	7,765.34	168,228.83	320,760.00	52.45	152,531.17
7	POLICE PENSION	86,643.11	377,267.64	1,051,293.00	35.89	674,025.36
8	SSA ONE PROJECT	27.75	63.26	0.00	0.00	-63.26
9	WATER CAPITAL IMPROVEMENTS	16.43	46.06	188,176.00	0.02	188,129.94
10	CAPITAL PROJECT	27.20	69.03	200.00	34.52	130.97
11	2008 BOND	0.00	36,871.97	158,744.00	23.23	121,872.03
	TOTALS ALL FUNDS	1,365,551.74	8,093,707.59	12,917,807.00	62.66	4,824,099.41

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR NOVEMBER, 2012  
GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD &amp; CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	3,982.03	18,463.57	48.57	38,013.00	19,549.43	24.29	76,026.00
01-05-420-3	COMMUNITY RELATIONS	0.00	226.25	22.63	1,000.00	773.75	11.31	2,000.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	3,982.03	18,689.82	47.91	39,013.00	20,323.18	23.95	78,026.00
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	0.00	375.00	2.94	12,775.00	12,400.00	1.47	25,550.00
01-07-440-5	OTHER	0.00	0.00	0.00	10,500.00	10,500.00	0.00	21,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	0.00	375.00	1.61	23,275.00	22,900.00	0.81	46,550.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	35,166.25	239,078.48	34.44	694,147.00	455,068.52	17.22	1,388,294.00
01-10-460-3	DATA PROCESSING	119.00	6,568.65	131.37	5,000.00	-1,568.65	65.69	10,000.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	4,151.79	24,130.43	47.30	51,020.00	26,889.57	23.65	102,040.00
01-10-470-2	LEGAL SERVICES	6,480.00	65,786.80	50.61	130,000.00	64,213.20	25.30	260,000.00
01-10-471-2	FINANCIAL AUDIT	0.00	1,750.00	14.89	11,750.00	10,000.00	7.45	23,500.00
01-10-475-3	COMMUNITY RELATIONS	2,258.40	4,058.30	59.59	6,810.00	2,751.70	29.80	13,620.00
01-10-480-2	RISK MANAGEMENT	342.00	1,397.50	0.66	211,209.00	209,811.50	0.33	422,418.00
01-10-485-6	CAPITAL IMPROVEMENTS	3,103.00	8,543.19	23.66	36,105.00	27,561.81	11.83	72,210.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	51,620.44	351,313.35	30.65	1,146,041.00	794,727.65	15.33	2,292,082.00
<u>PLANNING &amp; ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	4,622.43	25,736.78	52.97	48,589.00	22,852.22	26.48	97,178.00
01-15-515-4	DATA PROCESSING	0.00	209.48	6.76	3,100.00	2,890.52	3.38	6,200.00
01-15-520-2	ENGINEERING	13,675.06	44,762.27	63.13	70,900.00	26,137.73	31.57	141,800.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	3,258.81	105.84	3,079.00	-179.81	52.92	6,158.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	18,297.49	73,967.34	57.71	128,168.00	54,200.66	28.86	256,336.00
<u>PARKS &amp; RECREATION DEPT</u>								
01-20-550-3	ADMINISTRATION	4,847.24	30,311.68	53.87	56,265.00	25,953.32	26.94	112,530.00
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	139.65	34.91	400.00	260.35	17.46	800.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	900.00	34,013.04	48.12	70,677.00	36,663.96	24.06	141,354.00
01-20-570-4	MAINTENANCE	3,970.45	26,005.19	65.50	39,700.00	13,694.81	32.75	79,400.00
01-20-575-5	SUMMER PROGRAM	2,502.00	13,379.39	69.38	19,284.00	5,904.61	34.69	38,568.00
01-20-580-5	FALL PROGRAM	216.00	1,059.96	11.07	9,575.00	8,515.04	5.54	19,150.00
01-20-585-5	WINTER PROGRAM	1,433.05	7,721.86	43.39	17,798.00	10,076.14	21.69	35,596.00
01-20-590-5	SPECIAL RECREATION SERVICES	0.00	23,266.40	36.90	63,047.00	39,780.60	18.45	126,094.00
01-20-595-6	CAPITAL IMPROVEMENTS	8,575.57	42,842.99	78.75	54,403.00	11,560.01	39.38	108,806.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	22,444.31	178,740.16	53.57	333,649.00	154,908.84	26.79	667,298.00
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	13,802.78	73,946.61	57.07	129,575.00	55,628.39	28.53	259,150.00



VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	637,954.96	3,835,667.01	53.41	7,181,991.00	3,346,323.99	26.70	14,363,982.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 WATER FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER DEPARTMENT</u>							
02-50-401-4	ADMINISTRATION	32,185.90	177,578.14	65.27	272,072.00	94,493.86	32.63	544,143.00
02-50-405-2	ENGINEERING	0.00	0.00	0.00	2,575.00	2,575.00	0.00	5,150.00
02-50-410-5	INTERFUND TRANSFERS	32,451.92	238,962.44	41.55	575,181.00	336,218.56	20.77	1,150,362.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02-50-417-4	EDP	0.00	11,656.35	62.06	18,782.00	7,125.65	31.03	37,564.00
02-50-420-5	WATER PRODUCTION	92,431.15	693,524.00	55.43	1,251,171.00	557,647.00	27.71	2,502,342.00
02-50-425-4	WATER STORAGE	892.69	6,248.25	102.60	6,090.00	-158.25	51.30	12,180.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	720.00	97,227.35	176.70	55,025.00	-42,202.35	88.35	110,050.00
02-50-435-4	METERS & BILLING	1,372.76	6,788.45	60.29	11,260.00	4,471.55	30.14	22,520.00
02-50-440-6	CAPITAL IMPROVEMENTS	0.00	25,027.28	100.11	25,000.00	-27.28	50.05	50,000.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	WATER DEPARTMENT	160,054.42	1,257,012.26	56.69	2,217,156.00	960,143.74	28.35	4,434,311.00
***TOTAL	WATER FUND	160,054.42	1,257,012.26	56.69	2,217,156.00	960,143.74	28.35	4,434,311.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 HOTEL/MOTEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	15.64	8,684.41	69.68	12,464.00	3,779.59	34.84	24,928.00
03-53-435-3	PUBLIC RELATIONS & PROMOTION	2,470.25	13,266.03	20.10	66,005.00	52,738.97	10.05	132,010.00
03-53-436-3	SPECIAL EVENTS	0.00	0.00	0.00	4,500.00	4,500.00	0.00	9,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	2,485.89	21,950.44	26.46	82,969.00	61,018.56	13.23	165,938.00
***TOTAL	HOTEL/MOTEL TAX FUND	2,485.89	21,950.44	26.46	82,969.00	61,018.56	13.23	165,938.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 MOTOR FUEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	0.00	186,000.00	100.00	186,000.00	0.00	50.00	372,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	0.00	186,000.00	100.00	186,000.00	0.00	50.00	372,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	186,000.00	100.00	186,000.00	0.00	50.00	372,000.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 T I F SPECIAL REVENUE FUND

PRCT. OF YR: 58.33  
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ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	0.00	27,291.25	56.09	48,657.00	21,365.75	28.04	97,314.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	365,131.02	53.74	679,407.00	314,275.98	26.87	1,358,814.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	T I F SPECIAL REVENUE FUND	0.00	392,422.27	53.90	728,064.00	335,641.73	26.95	1,456,128.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 SSA ONE BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>SSA BOND</u>							
06-60-550-4	DEBT SERVICE	0.00	102,880.00	32.07	320,760.00	217,880.00	16.04	641,520.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	102,880.00	32.07	320,760.00	217,880.00	16.04	641,520.00
***TOTAL	SSA ONE BOND FUND	0.00	102,880.00	32.07	320,760.00	217,880.00	16.04	641,520.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 POLICE PENSION FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	51,612.75	362,901.30	55.98	648,247.00	285,345.70	27.99	1,296,496.00
***TOTAL	POLICE PENSION FUND	51,612.75	362,901.30	55.98	648,247.00	285,345.70	27.99	1,296,496.00



VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 WATER CAPITAL IMPROVEMENTS FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER CAPITAL IMPROVEMENTS</u>								
09-65-405-2	WATER CAPITAL IMPROV FUND	0.00	0.00	0.00	0.00	0.00	0.00	103,076.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-440-6	CAPITAL IMPROVEMENTS	0.00	53,094.49	36.59	145,100.00	92,005.51	18.30	290,200.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	0.00	53,094.49	36.59	145,100.00	92,005.51	13.50	393,276.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	53,094.49	36.59	145,100.00	92,005.51	13.50	393,276.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 CAPITAL PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>CAPITAL PROJECTS</u>								
10-68-430-5	CAPITAL PROJECTS FUND	0.00	0.00	0.00	53,016.00	53,016.00	0.00	106,032.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	428.00	95.11	450.00	22.00	47.56	900.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	0.00	428.00	0.80	53,466.00	53,038.00	0.40	106,932.00
***TOTAL	CAPITAL PROJECT FUND	0.00	428.00	0.80	53,466.00	53,038.00	0.40	106,932.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR NOVEMBER, 2012  
 2008 BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
***TOTAL	2008 BOND FUND	0.00	36,871.88	23.23	158,744.00	121,872.12	11.61	317,488.00
<u>FUND SUMMARY</u>								
1	GENERAL CORPORATE	637,954.96	3,835,667.01	53.41	7,181,991.00	3,346,323.99	26.70	14,363,982.00
2	WATER	160,054.42	1,257,012.26	56.69	2,217,156.00	960,143.74	28.35	4,434,311.00
3	HOTEL/MOTEL TAX	2,485.89	21,950.44	26.46	82,969.00	61,018.56	13.23	165,938.00
4	MOTOR FUEL TAX	0.00	186,000.00	100.00	186,000.00	0.00	50.00	372,000.00
5	T I F SPECIAL REVENUE	0.00	392,422.27	53.90	728,064.00	335,641.73	26.95	1,456,128.00
6	SSA ONE BOND & INTEREST	0.00	102,880.00	32.07	320,760.00	217,880.00	16.04	641,520.00
7	POLICE PENSION	51,612.75	362,901.30	55.98	648,247.00	285,345.70	27.99	1,296,496.00
8	SSA ONE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	103,076.00
9	WATER CAPITAL IMPROVEMENTS	0.00	53,094.49	36.59	145,100.00	92,005.51	13.50	393,276.00
10	CAPITAL PROJECT	0.00	428.00	0.80	53,466.00	53,038.00	0.40	106,932.00
11	2008 BOND	0.00	36,871.88	23.23	158,744.00	121,872.12	11.61	317,488.00
	TOTALS ALL FUNDS	852,108.02	6,249,227.65	53.31	11,722,497.00	5,473,269.35	26.42	23,651,147.00

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

<b>MONTH DIST</b>	<b>SALE MADE</b>	<b>08-09</b>	<b>09-10</b>	<b>10-11</b>	<b>11-12</b>	<b>12-13</b>
MAY	FEB	\$ 230,603	\$ 216,102	\$ 223,555	\$ 254,811	\$ 261,216
JUNE	MAR	254,996	252,558	281,024	296,840	308,159
JULY	APR	250,123	239,611	259,844	281,808	288,609
AUG	MAY	303,260	278,006	284,173	276,985	316,487
SEPT	JUNE	294,396	284,544	314,663	318,524	336,664
OCT	JULY	277,421	269,750	276,383	300,424	291,508
NOV	AUG	265,822	267,033	279,375	326,134	330,699
DEC	SEPT	263,557	253,713	260,636	296,490	
JAN	OCT	238,194	236,393	273,809	272,291	
FEB	NOV	290,210	253,516	290,009	296,763	
MARCH	DEC	313,051	339,352	355,102	387,223	
APRIL	JAN	216,559	193,834	234,660	253,944	
<b>TOTAL</b>		<b>\$ 3,198,192</b>	<b>\$ 3,084,413</b>	<b>\$ 3,333,234</b>	<b>\$ 3,562,238</b>	<b>\$ 2,133,343</b>
<b>MTH AVG</b>		<b>\$ 266,516</b>	<b>\$ 257,034</b>	<b>\$ 277,769</b>	<b>\$ 296,853</b>	<b>\$ 304,763</b>
<b>BUDGET</b>		<b>\$ 3,327,630</b>	<b>\$ 3,018,750</b>	<b>\$ 3,121,250</b>	<b>\$ 3,217,250</b>	<b>\$ 3,493,374</b>

YEAR TO DATE LAST YEAR : \$ 2,055,527  
YEAR TO DATE THIS YEAR : \$ 2,133,343  
DIFFERENCE : \$ 77,816

PERCENTAGE OF INCREASE :

**3.79%**

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 3,493,374  
PERCENTAGE OF YEAR COMPLETED : 58.33%  
PERCENTAGE OF REVENUE TO DATE : 61.07%  
PROJECTION OF ANNUAL REVENUE : \$ 3,697,094  
EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 203,720  
EST. PERCENT DIFF ACTUAL TO BUDGET **5.8%**

**BOARD MEETING**

**AGENDA ITEM - HISTORY/COMMENTARY**

AN ORDINANCE AUTHORIZING THE DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK

AGENDA NO. **5f**

AGENDA DATE: 12/17/2012

STAFF REVIEW: MARK SHELTON

SIGNATURE: 

LEGAL REVIEW: N/A

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES  N/A

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

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

Staff has compiled a list of unclaimed property deemed surplus ready for disposal. Staff will donate the property to the Good Will Store.

Make	Model	Color	Serial Number
Mongoose	Freestyle (B)	Blue	SNFSD08J83919
Huffy	Enduro (B)	Black	Illegible
Airstrike	Men's	Red/Yellow	B00B35540
Haro	Boy's	White	BS2J141
Murray	Night Shadow (M)	Blue	3990X41092283
Tony Hawk	Trick Bike (B)	Red/Black	VTU208P00960
Schwinn	Mountain Bike (W)	Silver/Green	SG0E7965

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the donation of the property listed above.

**ACTION PROPOSED:**

PASSAGE OF THE ORDINANCE

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

AN ORDINANCE AUTHORIZING THE DISPOSAL OF  
PERSONAL PROPERTY OWNED BY THE VILLAGE OF  
WILLOWBROOK

---

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or for the best interest of the Village of Willowbrook, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Willowbrook to dispose of said personal property.

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

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Willowbrook find that the property legally described on Exhibit "A" attached hereto and made a part of, now owned by the Village of Willowbrook, is no longer necessary or useful to the Village of Willowbrook and the best interests of the Village of Willowbrook will be served by its disposal.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the property set forth on Exhibit "A" now owned by the Village of Willowbrook in any manner he deems appropriate, with or without advertisement.

SECTION THREE: The Village Administrator is hereby authorized to dispose of the property set forth on Exhibit "A" to the recipient thereof.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 17<sup>th</sup> day of December, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_  
                             NAYS: \_\_\_\_\_  
                             ABSTENTIONS: \_\_\_\_\_  
                             ABSENT: \_\_\_\_\_

**EXHIBIT "A"**

MAKE	MODEL	COLOR	SERIAL #
MONGOOSE	Freestyle (B)	BLUE	SNFSD08J83919
HUFFY	Enduro (B)	BLACK	ILLEGIBLE
AIRSTRIKE	Men's	RED/ YELLOW	B00B35540
HARO	Boy's	WHITE	BS2J141
MURRAY	Night Shadow (M)	BLUE	3990X41092283
TONY HAWK	Trick Bike (B)	RED/ BLACK	VTU208P00960
SCHWINN	Mt. Bike (W)	SILVER/ GREEN	SG0E7965

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A PROCLAMATION RECOGNIZING THE MONTH OF  
DECEMBER 2012 AS NATIONAL DRUNK AND DRUGGED  
DRIVING (3-D) PREVENTION MONTH

**AGENDA NO.** 5g

**AGENDA DATE:** 12/17/12

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** Cindy Stuchl

**LEGAL REVIEW:**

**SIGNATURE:** N/A

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. Hald

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

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

In 2011, motor vehicle crashes killed 918 people in Illinois. Hundreds of those deaths continue to happen at the hands of an alcohol and/or drug-impaired drivers just as in years past.

Unfortunately, December can be one of the deadliest times of the year for impaired driving. The Illinois Department of Transportation is inviting the Village of Willowbrook to join the State of Illinois in proclaiming December as National Drunk and Drugged Driving (3-D) Prevention Month.

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

The Mayor and Board of Trustees have over the past years adopted Proclamations recognizing "National Drunk and Drugged Driving (3-D) Prevention Month" within the Village of Willowbrook. This Proclamation is intended to assist in educating the citizens, businesses and schools in the Village of Willowbrook on the dangers of impaired driving and in promoting safe and healthy behavior is extremely important.

**ACTION PROPOSED:** APPROVE THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**IN RECOGNITION** of continued awareness for traffic safety, the Village of Willowbrook acknowledges that motor vehicle crashes killed 918 people in Illinois during 2011; and

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that we do hereby proclaim December 2012 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Willowbrook and do hereby call upon all citizens, government, agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

Proclaimed this 17<sup>th</sup> day of December, 2012.

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Village Mayor

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Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A PROCLAMATION RECOGNIZING GOWER MIDDLE SCHOOL AS A 2012 RECIPIENT OF THE U.S. DEPARTMENT OF EDUCATION'S NATIONAL BLUE RIBBON AWARD

**AGENDA NO.**

5h

**AGENDA DATE:** 12/17/12

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:**

*Cindy Stuchl*

**LEGAL REVIEW:** DNA

**SIGNATURE:**

*N/A*

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:**

*TEH*

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

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

The National Blue Ribbon Schools Program recognizes public and private elementary, middle and high schools where students perform at very high levels or where significant improvements are being made in students' levels of academic achievement. Since 1982, the U.S. Department of Education's National Blue Ribbon Schools Program has honored America's most successful public and private elementary, middle, and high schools. A National Blue Ribbon Schools flag waving overhead has become a trademark of excellence, a symbol of quality recognized by everyone from parents to policy-makers in thousands of communities. In its 30 year history, the U. S. Department of Education has bestowed this coveted award on nearly 7,000 of America's schools.

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

Gower Middle School was honored as one of 314 schools nationwide to receive the 2012 National Blue Ribbon Award at a Celebration Assembly held on November 15, 2012 at the school.

**ACTION PROPOSED:** ADOPT THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, since 1982, the U.S. Department of Education's National Blue Ribbon Schools Program has honored America's most successful public and private elementary, middle, and high schools for performing at very high levels of academic achievement; and

**WHEREAS**, schools honored with the National Blue Ribbon Schools award are committed to accelerating student achievement and preparing students for success in college and careers. Their work reflects the conviction that every child has promise and that education is the surest pathway to a strong, secure future; and

**WHEREAS**, on November 12 and 13, 2012, the U.S. Secretary of Education, Arne Duncan, recognized 314 schools nationwide as 2012 National Blue Ribbon Schools; and

**WHEREAS**, Gower Middle School in Burr Ridge was honored as a recipient as one of the 2012 National Blue Ribbon schools; and

**WHEREAS**, Gower Middle School leaders articulate a vision of excellence; hold the School Board, Administration, Parent Organizations, Faculty, and Staff to high standards, and stay close to the real action of teaching and learning.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that we hereby recognize and commend Gower Middle School for being acknowledged and awarded as a 2012 National Blue Ribbon School by the U.S. Department of Education.

Proclaimed this 17<sup>th</sup> day of December, 2012.

Attest:

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Mayor

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Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA	<b>AGENDA NO.</b> 6 <b>AGENDA DATE:</b> <u>12/17/12</u>
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**STAFF REVIEW:** Tim Halik,  
Village Administrator

**SIGNATURE:** Tim Halik

**LEGAL REVIEW:** William Hennessy, Attorney

**SIGNATURE:** Wm. Hennessy

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

**SIGNATURE:** Tim Halik

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

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

Among other control documents, the development of the Town Center Shopping Center is governed by a Developer Agreement. The Development Agreement contains various project related provisions, and associated deadlines, which were negotiated between the Village and Harlem Irving Companies. The last Amendment to the Development Agreement occurred in December 2011, at which time language was added requiring the Developer to deposit funds in the amount of \$173,645.95 in an escrow account to fund future improvements to the benefit of the properties within the TIF District.

With the recent approval of Chick-fil-A, it is necessary to again amend the development agreement to include improvements related to the restaurant addition. The Second Amendment to the Development Agreement was drafted and set to Harlem Irving's legal counsel for review. The document has since been approved by both Harlem Irving and the Village Attorney.

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

The Second Amendment to Development Agreement includes the following:

- 1) The Developer is to construct a shopping center identification sign and flagpole, with associated landscaping and illumination, at the northwest corner of the center. The estimated cost of the sign is approximately \$63,000. The improvement must be completed by August 1, 2013.
- 2) In an unrelated matter, the Village agrees to return \$51,835 in excess Special Service Area One Project Fund proceeds back to the developer to offset the increase cost of other public improvements for the development.

### ACTION PROPOSED:

Pass the Ordinance

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

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

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

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

**WHEREAS**, on November 28, 2011 the parties executed an Amendment to the Agreement (the "First Amendment to the Agreement") pursuant to which the Developer posted a sum in escrow to be used to for public improvements within the TIF District, such improvements to occur prior to August 1, 2013.

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

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

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

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

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

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

PASSED and APPROVED this 17th day of December, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Second Amendment") is made and entered into this 17th day of December, 2012, by and between the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (the "Village") and Willowbrook Town Center LLC (the "Developer"); the Developer and the Village being sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties".

**RECITALS**

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

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

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

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

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

E. The Parties acknowledge and agree that Developer has constructed Required Public Improvements, the cost of which Required Public Improvements were in excess of the amount of the SSA Bond.

F. The Parties jointly executed an Amendment to the Original Agreement dated November 28, 2011 (Appended hereto as Exhibit “C” is sometimes hereinafter referred to as the “First Amendment to the Original Agreement”), pursuant to which the Developer was required to deposit the sum of \$173,645.95 in escrow. Said escrow deposit represented the unspent amount of funds to be used for the purpose of completing certain improvements as outlined within Section Three, Item A of the First Amendment to the Original Agreement. Further, pursuant to the terms of the First Amendment to the Original Agreement, the Village is to determine how to expend the funds for public improvements that are of general benefit to the properties embraced within the TIF District prior to August 1, 2013.

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

#### SECTION ONE

##### INCORPORATION OF RECITALS

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

#### SECTION TWO

##### INTEGRATION OF ORIGINAL AGREEMENT

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

Second Amendment. Should any provision of the First Amendment to the Original Agreement conflict with any provision of this Second Amendment, the provisions of this Second Amendment shall control.

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

### SECTION THREE

#### ADDITIONAL IMPROVEMENTS

A. The Developer shall construct a shopping center identification sign and flagpole, with associated landscaping and illumination, in accordance with the specifications attached hereto and incorporated herein as Exhibit "D". The sign shall be located at the northwest corner of the development site. It is estimated that the cost of the sign is approximately \$63,000. The construction and installation of the sign is a private improvement and is not eligible for reimbursement from the Excess Proceeds.

B. The Developer shall complete the construction of the shopping center identification sign and flagpole, with associated landscaping and illumination, as referenced above, in its entirety prior to August 1, 2013.

C. The Developer has constructed Required Public Improvements, the cost of which Required Public Improvements were in excess of the amount of the SSA Bonds and the Developer further has previously constructed certain Required Public Improvements that were not reimbursed as part of the Original Reimbursement, as set forth on Exhibit "B" attached hereto and incorporated herein.

### SECTION FOUR

#### ADDITIONAL REIMBURSEMENT

A. In consideration of the item contained in Section Three, Item C above, the Village hereby agrees to return the excess Special Service Area One Project Fund proceeds, together with the interest earned thereon, currently in the amount of \$51,834.56.

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

VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

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

WILLOWBROOK TOWN CENTER LLC,  
an Illinois limited liability company,

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

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

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

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

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

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

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

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

**Exhibit "A"**

**Ord. No. 06-O-27**

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

ORDINANCE NO. 06-0- 21

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION ELEVEN: That the relief granted in Sections One, Two, Three, Four, Five, Six, Eight, Nine and Ten of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

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

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

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

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

font style of the lettering appearing on such sign panels.

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

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

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

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

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

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

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

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

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

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

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

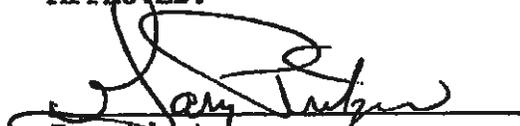
SECTION TWELVE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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

PASSED and APPROVED this 28<sup>th</sup> day of August,

2006.

APPROVED:

  
\_\_\_\_\_  
President

ATTEST:

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

ROLL CALL VOTE:

AYES: Baker, Mistek, Brown, Napoli, Schoenbeck,  
MEMORON

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

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

ALSO:

PARCEL 1

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

PARCEL 2:

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

PARCEL 3:

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

ALSO:

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

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

**Exhibit "B"**

**Ord. No. 06-O-22**

**Development Agreement (the "Original Agreement")**

ORDINANCE NO. 06-0-22

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

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

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

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

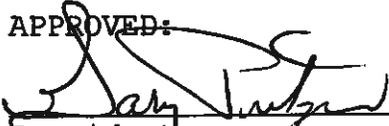
NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

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

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

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

PASSED and APPROVED this 10<sup>th</sup> day of July, 2006.

APPROVED:   
Resident

ATTEST:  
  
Village Clerk

ROLL CALL VOTE: AYES: Baker, Mistake, Brown, Napoli, Schindlerbeck  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: McMahon

## DEVELOPMENT AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

## **SECTION ONE**

### **INCORPORATION OF RECITALS**

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

## **SECTION TWO**

### **DEFINITIONS**

Terms not otherwise defined herein shall have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Radon;

(E) Radioactive substances;

(F) Asbestos;

(G) Urea formaldehyde;

(H) Polychlorinated biphenyl; and

(I) Electromagnetic field radiation.

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

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

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

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

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

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

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

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

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

### **SECTION THREE**

#### **DEVELOPER'S COVENANTS, REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION FOUR

#### VILLAGE'S COVENANTS

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

which the Village is subject.

## SECTION FIVE

### BUDGET AND DEVELOPER FINANCING

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

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

Costs with a supplemental application.

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

## SECTION SIX

### APPROVAL AND CONSTRUCTION OF THE PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION SEVEN

### ADDITIONAL PROPERTY

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

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

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

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

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

## **SECTION EIGHT**

### **FINANCING OF PROJECT COSTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

described above.

## **SECTION NINE**

### **FINAL CERTIFICATION OF PROJECT COSTS; RECAPTURE**

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

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

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

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

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

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

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

## **SECTION TEN**

### **PERFORMANCE**

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

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

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

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

waived in writing.

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

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

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

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

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

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

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

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

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

## SECTION ELEVEN

### INDEMNIFICATION

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

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

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

## **SECTION TWELVE**

### **INSURANCE AND DESTRUCTION OF PROJECT**

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

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

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

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

### **SECTION THIRTEEN**

#### **DEVELOPER'S BOOKS AND RECORDS**

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

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

#### **SECTION FOURTEEN**

##### **TRANSFERS**

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

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

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

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

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

## **SECTION FIFTEEN**

### **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

If to the Village:

Village Administrator  
Village of Willowbrook  
7760 Quincy  
Willowbrook, Illinois 60527

with a copy to:

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

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

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

and

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

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

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

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

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

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

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

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

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

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

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

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

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

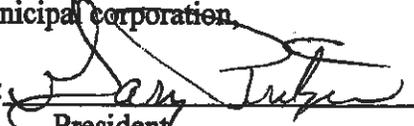
applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action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

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

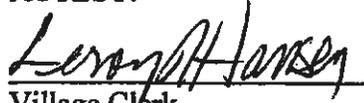
[SIGNATURE PAGE FOLLOWS]

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

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By:   
President

ATTEST:

  
Village Clerk

WILLOWBROOK TOWN CENTER LLC,  
an Illinois limited liability company,

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

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

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

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: \_\_\_\_\_  
President

ATTEST:

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

WILLOWBROOK TOWN CENTER LLC, an Illinois limited liability company,

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

By: Donald W. Bailey  
Vice President

ATTEST:

*Ernest C. Lewis*  
Assistant Secretary

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

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

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



  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

OF THE HARLEM IRVING  
COMPANIES, INC., MANAGER

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

GIVEN under my hand and Notarial Seal this 2<sup>nd</sup> day of October, 2006.

G E Fix  
Notary Public



**Exhibit "C"**

**Ord. No. 11-O-21**

**First Amendment to the Development Agreement  
("First Amendment to the Original Agreement")**

ORDINANCE NO. 11-O- 21

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

---

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

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

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

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

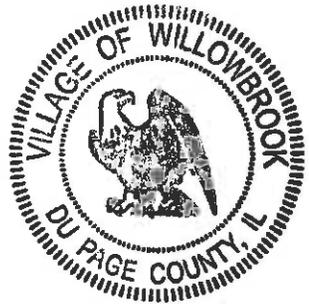
**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

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

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

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

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



APPROVED:

Robert A. Napoli  
Mayor

ATTEST:

Laura R. Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Berglund, Kelly, Mistale, Trilla

NAYS: 0

ABSTENTIONS: 0

ABSENT: DAVI

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

SECTION ONE

INCORPORATION OF RECITALS

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

SECTION TWO

INTEGRATION OF ORIGINAL AGREEMENT

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

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

SECTION THREE

TIME EXTENSION

A. The Developer shall deposit the sum of \$173,645.95, representing the unspent amount of funds to be used for (a) completion of any of the improvements designated as Parking Lot Improvements on the plans entitled "Willowbrook Bowl Parking Lot and Access Plan," prepared by Marchris Engineering, Ltd., Job No. 06-021, dated September 21, 2007, consisting of two (2) sheets numbered C-1 and C-2 or (b) public improvements that are of general benefit to the properties embraced within the TIF District boundaries. Such deposit shall be made pursuant to the terms of an escrow agreement in a form reasonably acceptable to both Parties.

B. The Village shall then determine how to expend the funds for public improvements that are of general benefit to the properties embraced within the TIF District prior to August 1, 2013. Any funds, including interest earned thereon, not used by August 1, 2013 shall be returned to the Developer.

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

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

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: Robert A. Napoli  
Mayor

ATTEST:

Leroy B. Hansen  
Village Clerk

WILLOWBROOK TOWN CENTER LLC,  
an Illinois limited liability company,

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

By: [Signature]  
Vice President & CFO

ATTEST:

[Signature]  
Secretary



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

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

GIVEN under my hand and Notarial Seal this 27th day of December, 2011.

Vivian P. Schmalbach  
Notary Public



**Exhibit "A"**

**Ord. No. 06-O-27**

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

ORDINANCE NO. 06-O-27

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION ELEVEN: That the relief granted in Sections One, Two, Three, Four, Five, Six, Eight, Nine and Ten of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

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

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

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

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

font style of the lettering appearing on such sign panels.

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

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

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

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

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

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

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

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

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

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

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

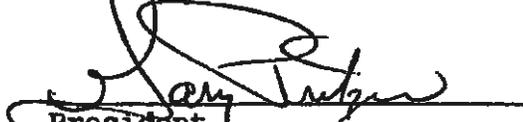
SECTION TWELVE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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

PASSED and APPROVED this 28<sup>th</sup> day of August,

2006.

APPROVED:

  
\_\_\_\_\_  
President

ATTEST:

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

ROLL CALL VOTE:

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

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

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

ALSO:

PARCEL 1

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

PARCEL 2:

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

PARCEL 3:

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

ALSO:

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

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

**Exhibit "B"**

**Ord. No. 06-O-22**

**Development Agreement (the "Original Agreement")**

ORDINANCE NO. 06-0-22

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

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

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

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

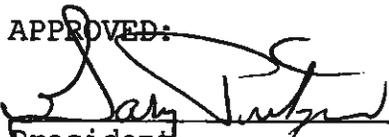
NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

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

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

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

PASSED and APPROVED this 10<sup>th</sup> day of July, 2006.

APPROVED:   
\_\_\_\_\_  
Resident

ATTEST:  
  
\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: Baker, Mistale, Brown, Napoli, Schwenbeck  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: McMahon

## DEVELOPMENT AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

## **SECTION ONE**

### **INCORPORATION OF RECITALS**

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

## **SECTION TWO**

### **DEFINITIONS**

Terms not otherwise defined herein shall have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Radon;

(E) Radioactive substances;

(F) Asbestos;

(G) Urea formaldehyde;

(H) Polychlorinated biphenyl; and

(I) Electromagnetic field radiation.

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

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

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

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

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

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

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

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

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

### **SECTION THREE**

#### **DEVELOPER'S COVENANTS, REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION FOUR**

#### **VILLAGE'S COVENANTS**

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

which the Village is subject.

## SECTION FIVE

### BUDGET AND DEVELOPER FINANCING

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

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

Costs with a supplemental application.

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

## SECTION SIX

### APPROVAL AND CONSTRUCTION OF THE PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION SEVEN

### ADDITIONAL PROPERTY

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

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

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

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

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

## **SECTION EIGHT**

### **FINANCING OF PROJECT COSTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

described above.

## **SECTION NINE**

### **FINAL CERTIFICATION OF PROJECT COSTS; RECAPTURE**

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

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

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

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

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

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

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

## **SECTION TEN**

### **PERFORMANCE**

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

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

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

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

waived in writing.

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

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

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

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

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

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

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

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

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

## **SECTION ELEVEN**

### **INDEMNIFICATION**

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

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

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

**SECTION TWELVE**  
**INSURANCE AND DESTRUCTION OF PROJECT**

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

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

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

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

### **SECTION THIRTEEN**

#### **DEVELOPER'S BOOKS AND RECORDS**

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

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

#### **SECTION FOURTEEN**

##### **TRANSFERS**

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

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

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

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

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

## **SECTION FIFTEEN**

### **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

If to the Village:

Village Administrator  
Village of Willowbrook  
7760 Quincy  
Willowbrook, Illinois 60527

with a copy to:

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

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

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

and

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

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

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

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

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

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

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

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

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

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

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

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

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

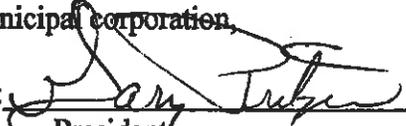
applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action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

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

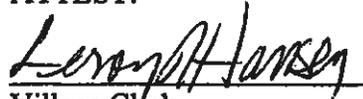
[SIGNATURE PAGE FOLLOWS]

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

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By:   
President

ATTEST:

  
Village Clerk

WILLOWBROOK TOWN CENTER LLC,  
an Illinois limited liability company,

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

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

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

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: \_\_\_\_\_  
President

ATTEST:

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

WILLOWBROOK TOWN CENTER LLC,  
an Illinois limited liability company,

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

By: Donald W. Bailey  
Vice President

ATTEST:

Lauren C Lewis  
Secretary

Assistant

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

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

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



Mary Partyka  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COIK )

OF THE HARLEM IRVING  
COMPANIES, INC., MANAGER

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

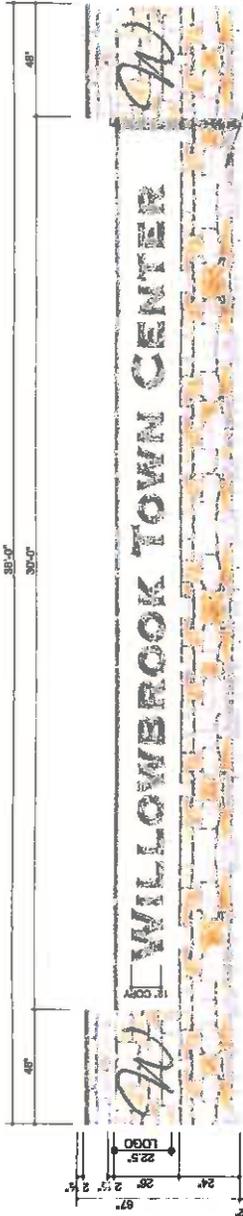
GIVEN under my hand and Notarial Seal this 24<sup>th</sup> day of October, 2006.

G. E. FIX  
Notary Public



## Exhibit "D"

(Specifications of identification sign, flagpole, landscaping and lighting)



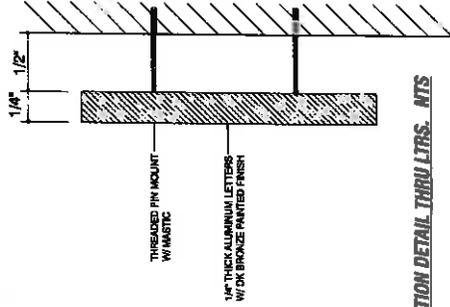
CONCRETE WALL W/ PRE CAST CAR, EXACT COLOR TO BE DETERMINED.  
 HALOUST MAPLE RIDGE BLEND FULL BED DEPTH STONE TO MATCH BUILDING.  
 1/4" THICK FOO ALUMINUM LETTERS & LOGOS, DK. BRONZE PAINTED FINISH, PIN MOUNTED 1/2" OFF WALL.

4 - 100 WATT FLOOD LAMPS  
 8'-0" O.C. IN CONCRETE FILLED  
 ALBERGED FOOTINGS

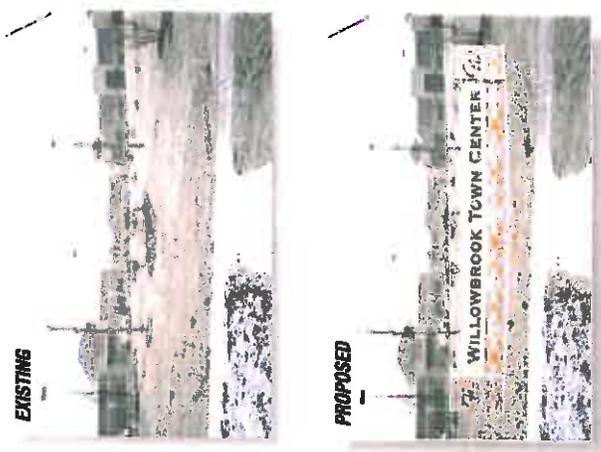
**S/E FLOOD LIT DISPLAY W/ INDIVIDUAL LETTERS 1/4" = 1'-0"**  
 SHOWN IN THE FLAT



**PLAN VIEW 1/8" = 1'-0"**



**SECTION DETAIL THRU LTRS. NTS**



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

Customer's Signature: \_\_\_\_\_

job#: 08-3325D  
 1-21-08  
 rev.# 11-16-12

drawn by  
 KEITH S.

client: Willowbrook Town Center  
 ROUTE 63 WILLOWBROOK, IL

account representative  
 R WHITEHEAD



1130 N. Garfield Ph.# 630.424.6100 Fax.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED BY CONTRACTOR WITH A POLICY OF NOT TO BE COPIED, REPRODUCED, EXTRACTED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. OTHERWISE IS EXCLUSIVE PROPERTY OF OLYMPIC SIGNS, INC.

Uplights - No Plants within 1' of Light Source or within Hatched Zone

(M) Compact Andorra Juniper - 24"

(S) Scarlet Red Flower Carpet Rose - 3 gal.

(SO) Pink Hazeover's Gate Coreopsis - 1 gal.

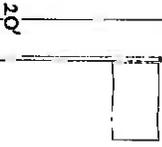
(M) Coral Flower Carpet Rose - 3 gal.

(G) Gold Lace Juniper - 24"

Monument Sign

(V) Red Switch Grass - 3 gal.

20' Flag Pole With 3 x 5 American Flag  
(See Below)



(M) Stella D'Oro Daylily - 1 gal.

(SO) Blue Carpet Phlox - 1 gal.

(S) Scarlet Red Flower Carpet Rose - 3 gal.

(SO) Pink Hazeover's Gate Coreopsis - 1 gal.

(M) Coral Flower Carpet Rose - 3 gal.

(G) Wislizenia Blue Juniper - 7-8' ht.

(G) Gold Lace Juniper - 24"

(V) 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 banked to remove all rocks and debris larger than 1 inch in diameter prior to planting.
2. Landscape sizes noted are minimums.
3. Landscape beds shall be grade edged.
4. Landscape beds to be mulched with a minimum four inches of premium shredded hardwood mulch.
5. Vertical and groundcover areas to be tilled to a minimum depth of 28 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 Ecartem Irving and approved by the Village of Willowbrook in writing.
7. Grass areas disturbed during construction shall be re-seeded.
8. Plant materials disturbed during construction shall be replaced in kind.



Monument Sign Landscape Plan  
 Willowbrook, Illinois  
 14 November 2012



Designed By



# WINTERS

Nurseries · Landscape Services

60W410 Marcy Road, Sycamore, IL 60178 • 815-888-9342 • Fax # 815-888-3004

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING CHAPTER 12 OF THE WILLOWBROOK MUNICIPAL CODE ENTITLED "CODE OF ETHICS" BY ADDING PROVISIONS THERETO CREATING A VILLAGE ETHICS COMMISSION, ENUMERATING ITS POWERS AND DUTIES AND ESTABLISHING PROCEDURES FOR ITS HEARING AND DETERMINATION OF ETHICS COMPLAINTS.

**AGENDA NO.**

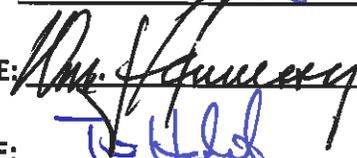
7

**AGENDA DATE:** 12/17/2012

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

**SIGNATURE:** 

**LEGAL REVIEW:** Wm J. 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)**

In 1977, the Village first adopted a Code of Ethics. This initial iteration was thereafter revised in 1984, 1992, 1999 and 2004. In 2010, a matter arose which over that year and the next demonstrated the need for a further revision of the Code to provide for appropriate due process to those charged with violating its provisions. Pursuant to the Mayor's direction, the Village Attorney has drafted an Amendatory Ordinance which addresses this matter. The referenced Ordinance is submitted tonight for the Board's consideration.

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

The proposed Ordinance creates an Ethics Commission consisting of the corporate authorities of the Village. It sets forth with particularity the Commission's powers and duties. Among those powers, it allows the Commission the option of delegating to the Ethics Officer the authority to conduct investigations and report its findings to the full Commission for its final action. The core provisions of the proposed Ordinance are those governing the process to be followed in hearing and determining the merits of complaints alleging violations of the Code by those subject to its provisions. Finally, the proposed Ordinance delineates the Commission's enforcement power as limited to recommending disciplinary action of a person found to be in violation of the Code to his or her ultimate jurisdictional authority, i.e., to the Village officer(s) having authority under Section 1-12-8 to discipline such persons, namely: the Corporate Authorities, the Board of Police Commissioners or the person(s) identified in Section 12-2-4 of the Willowbrook Municipal Code.

**ACTION PROPOSED:**

Pass Ordinance

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

**AN ORDINANCE AMENDING CHAPTER 12 OF THE WILLOWBROOK MUNICIPAL CODE ENTITLED "CODE OF ETHICS" BY ADDING PROVISIONS THERETO CREATING A VILLAGE ETHICS COMMISSION, ENUMERATING ITS POWERS AND DUTIES AND ESTABLISHING PROCEDURES FOR ITS HEARING AND DETERMINATION OF ETHICS COMPLAINTS.**

---

**WHEREAS**, the Village of Willowbrook is a unit of local government organized and existing under the laws of the State of Illinois; and,

**WHEREAS**, the Mayor and the Board of Trustees of the Village have determined that it is appropriate and in the best interests of the Village to amend Chapter 12 of the Willowbrook Municipal Code entitled "Code of Ethics" in certain respects;

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

**SECTION ONE:** The foregoing recitals are hereby incorporated herein and made a part of this Amendatory Ordinance as though fully set forth in this section.

**SECTION TWO:** That the present text of Chapter 12 of the Willowbrook Municipal Code be and is hereby amended as follows: (a) by deleting certain provisions from the text of Chapter 12 as are hereafter shown with a line drawn through said provisions, and (b) by adding certain provisions to the text of Chapter 12 as are hereafter shown with a line drawn beneath said provisions:

# Chapter 12

## CODE OF ETHICS

### **1-12-1: PURPOSE:**

All elected and appointed officers and all employees of the village shall, in relation to the positions of public trust and employment which they may occupy, maintain the standards of ethical conduct set forth in this code. Such officers and employees shall at all times segregate their personal and private business interests from the performance of their duties and responsibilities as officers or employees of the village to the end that the appearance of, as well as any actual conflict of interest does not exist. (Ord. 77-0-21, 5-23-1977)

### **1-12-2: DEFINITIONS:**

**BUSINESS ENTITY:** Any legal entity, including, without limitation, sole proprietorship, partnership, limited partnership, joint venture, corporation or trust. Business entity shall also include any legal entities owned or owned by, in whole or in part, any legal entity qualifying as a business entity.

**DIRECT OR INDIRECT INTEREST:** Any legal or equitable ownership interest which a public servant or a member of the public servant's immediate family holds in a business entity which is equal to or greater than seven and five-tenths percent (7.5%) of the total ownership of the business entity.

**PUBLIC SERVANT:** Any officer, full time employee and part-time employee, whether elected, appointed or employed by the Village of Willowbrook, together with all engineers, accountants,

attorneys, insurance agents, land planners or other consultants retained or employed for the purpose of rendering professional services to the Village of Willowbrook.

ULTIMATE JURISDICTIONAL AUTHORITY: The village officer(s) having authority under Section 1-12-8 of this chapter to discipline a public servant named as a respondent in a complaint alleging a violation of any of its provisions.

VILLAGE CONFIDENTIAL INFORMATION: Any information relating to the village which has not yet been disclosed to the public. (Ord. 77-0-21, 5-23-1977; amd. Ord. 84-0-30, 6-25-1984; Ord. 92-0-97, 2-9-1992)

### **1-12-3: GENERAL PROHIBITION:**

(A)

1. No public servant shall be interested, directly or indirectly, in his own name or in the name of any business entity in which the public servant holds a direct or indirect interest, in any contract, work or business of the village, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid either from the village treasury or by any assessments levied by any statute or ordinance, or upon which said public servant may be called upon to act or vote.
  
2. No public servant shall represent, either as agent or otherwise, any person, association, trust, corporation or other business entity, with respect to any application or bid for any contract, work or business of the village, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid either from

the village treasury or by any assessment levied by any statute or ordinance, or upon which said public servant may be called upon to act or vote.

3. No public servant shall be interested, directly or indirectly, in his own name or in the name of any business entity in which the public servant holds a direct or indirect interest, in the purchase of any property which: a) belongs to the village; or b) is sold for taxes or assessments; or c) is sold by virtue of legal process initiated by the village.

~~4. The prohibitions contained in subsections (A) 1, (A) 2 and/or (A) 3 of this section shall not apply if such prohibited interest is disclosed by the public servant prior to the village's consideration of the subject transaction and the corporate authorities approve such transaction, notwithstanding such disclosed interest, by the affirmative vote of each member of the corporate authorities eligible to vote with respect to such transaction. No provision of this subsection shall be so construed as to authorize or permit any public servant to be in violation of any statute of the state, including, but not limited to, 65 Illinois Compiled Statutes 5/3-14-4 and/or "an act to prevent fraudulent and corrupt practices in the making or accepting of official appointments and contracts by public officers", 50 Illinois Compiled Statutes 105/1 et seq. (Ord. 92-0-07, 2-9-1992)~~

4. No provision of this subsection shall be so construed as to authorize or permit any public servant to be in violation of any statute of this state, including, but not limited to, the Illinois Municipal Code, 65 ILCS/5 et seq. and/or the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 et seq. However, as is specifically permitted by exceptions set forth at both 65 ILCS 5/3.1-55-10 and 50 ILCS 105/3 of the said enactments, any elected or appointed member of this Village's governing body may own

an interest in a contract to provide materials, merchandise, property, services or labor to this municipality, subject to the following provisions under either paragraph (1) or (2):

(1) If:

A. the contract is with a person, firm, partnership, association, corporation, or cooperative association in which such interested member of the governing body of the municipality has less than a 7 1/2% share in the ownership; and

B. such interested member publicly discloses the nature and extent of his interest prior to or during deliberations concerning the proposed award of the contract; and

C. such interested member abstains from voting on the award of the contract, though he shall be considered present for the purposes of establishing a quorum; and

D. such contract is approved by a majority vote of those members presently holding office; and

E. the contract is awarded after sealed bids to the lowest responsible bidder if the amount of the contract exceeds \$1500, or awarded without bidding if the amount of the contract is less than \$1500; and

F. the award of the contract would not cause the aggregate amount of all such contracts so awarded to the same person, firm, association, partnership, corporation, or cooperative association in the same fiscal year to exceed \$25,000.

(2) If:

A. the award of the contract is approved by a majority vote of the governing body of the municipality provided that any such interested member shall abstain from voting; and

B. the amount of the contract does not exceed \$2,000; and

C. the award of the contract would not cause the aggregate amount of all such contracts so awarded to the same person, firm, association, partnership, corporation, or cooperative association in the same fiscal year to exceed \$4,000; and

D. such interested member publicly discloses the nature and extent of his interest prior to or during deliberations concerning the proposed award of the contract; and

E. such interested member abstains from voting on the award of the contract, though he shall be considered present for the purposes of establishing a quorum.

(B) No public servant may accept, during any calendar year, a gift(s) and entertainment with a value in the aggregate greater than one hundred ~~seventy-five~~ dollars (~~\$175.00~~ \$100.00) from any one person or business entity who has or may reasonably be expected to have business of any sort with the village. No public servant shall have a direct or indirect interest in any business entity which accepts, during any calendar year, a gift(s) and entertainment with a value in the aggregate greater than one hundred ~~seventy-five~~

dollars ~~(\$175.00)~~ (\$100.00) from any one person or business entity who has or may reasonably be expected to have business of any sort with the village.

This prohibition shall not apply to gifts provided to public servants which are consumed on village premises and which are not for the personal benefit of any single public servant. This provision shall not preempt any stricter provisions adopted as part of the village's personnel manual. (Ord. 99-0-22, 8-9-1999).

(C) Before January 31 of each year, each public servant shall, on forms provided by the Village Clerk, file with that office an Annual Report of all gifts and entertainment provided to the public servant in the previous year from any one person or business entity who has or may reasonably be expected to have business of any sort with the Village.

~~(C)~~ (D) No public servant may accept any economic opportunity from any third party for purposes of influencing the performance of his or her official duties. No public servant shall have a direct or indirect interest in any business entity that accepts any economic opportunity from any third party for purposes of influencing the performance of his or her official duties.

~~(D)~~ (E) No public servant shall disclose village confidential information to any third party. No public servant shall disclose any nonconfidential village information where the purpose is to enhance an economic opportunity for the public servant or a business entity in which the public servant holds a direct or indirect interest. (Ord. 92-0-07, 2-9-1992)

(F) No public servant who in good faith reasonably believes that some policy, practice or activity of the government of the Village of Willowbrook may violate or potentially violate any law or regulation applicable to this municipality shall fail to report such possible violations to the Village Administrator who shall, within a reasonable time, investigate and correct any such violations found to exist in fact. Any public servant who fails to report such policy, practice or activity which he or she in good faith reasonably believes may violate or potentially violate any law or regulation applicable to this municipality shall be subject to discipline under Section 1-12-8 of this Chapter.

(G) No public servant who in good faith and upon reasonable belief has filed a report under subsection (F) shall be subject to reprisal or retaliation. Any public servant who retaliates against another public servant for having filed such a report under subsection (F) shall be subject to discipline under Section 1-12-8 of this Chapter.

### **1-12-3.1: ABSTENTION:**

Every public servant shall abstain from participating in any official function, duty or vote if because of any competing interest there is a material threat to the public servant exercising independent judgment or if exercising such official function, duty or vote creates the appearance of impropriety. Should any public servant have any question whether his or her actions may violate the requirements of this section, the public servant may raise such issue to the Village Board or its designate prior to taking such action and the Village Board shall rule whether the public servant must abstain or may participate in the village function, duty or vote. (Ord. 92-0-07, 2-9-1992)

**1-12-3.2: ADOPTION OF CERTAIN PROVISIONS OF THE STATE OFFICIALS AND EMPLOYEES ETHICS ACT:**

- (A) The provisions of Section 5-15 and Article 10 of the state officials and employees ethics act, 5 Illinois Compiled Statutes 430/1-1 et seq., (hereinafter referred to as the “act” in this section) are hereby adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 Illinois Compiled Statutes 430/70-5. Three (3) copies of the act are, and have been for not less than thirty (30) days prior to the enactment of this section, on file in the office of the Village Clerk.
- (B) The solicitation or acceptance of gifts prohibited to be solicited or accepted under the act by any officer or any employee of the village is hereby prohibited.
- (C) The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the act is hereby prohibited.
- (D) The participation in political activities prohibited under the act, by any officer or employee of the village is hereby prohibited.
- (E) For purposes of this section, the terms “officer” and “employee” shall be defined as set forth in 5 Illinois Compiled Statutes 430/70-5(c).
- (F) The penalties for violations of this section shall be the same as those penalties set forth in 5 Illinois Compiled Statutes 430/50-5 for similar violations of the act.
- (G) This section does not repeal or otherwise amend or modify any existing ordinances, codes, rules, regulations or policies, including, but not limited to, the village’s personnel

manual, which regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this section, however, the provisions of this section shall prevail in accordance with the provisions of 5 Illinois Compiled Statutes 430/70-5(a).

(H) There is hereby created the office of ethics officer. The ethics officer shall be appointed by the ~~president~~ mayor with the advice and consent of the corporate authorities. The ethics officer may hold another office, either elected or appointed. The ethics officer shall provide guidance to the officers and employees of the village concerning the interpretation and compliance with the provisions of this ~~section~~ chapter and state ethics laws. The ethics officer shall perform such other duties as may be delegated by the village.

(I) Any amendment to the act that becomes effective after the effective date of this section shall be incorporated into this section by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this section by reference without formal action by the corporate authorities of the village.

(J) If the Illinois Supreme Court declares the act unconstitutional in its entirety, then this section shall be repealed as of the date that the Illinois Supreme Court's decision becomes final and not subject to any further appeals or rehearings. This section shall be deemed repealed without further action by the corporate authorities of the Village of Willowbrook if the act is found unconstitutional by the Illinois Supreme Court.

(K) If the Illinois Supreme Court declares part of the act unconstitutional but upholds the constitutionality of the remainder of the act, or does not address the remainder of the act, then the remainder of the act as adopted by this section shall remain in full force and effect; however, that part of this section relating to the part of the act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the Village of Willowbrook. (Ord. 04-0-17, 4-26-2004)

#### **1-12-4: FINANCIAL DISCLOSURE:**

Each public servant shall file with the Village Clerk a statement of financial disclosure containing the following information:

(A) The name and address of any business entity in which the public servant has a “direct or indirect interest”, as defined elsewhere in this chapter.

(B) The location and present use of each parcel of real property owned by the public servant or a business entity in which the public servant has a “direct or indirect interest”, as defined elsewhere in this chapter. (Ord. 92-0-07, 2-9-1992)

#### **1-12-5: FINANCIAL DISCLOSURE STATEMENTS:**

Financial disclosure statements shall be provided by the Village Clerk. Each public servant shall file the required statement reflecting the information required thereon as of January 1 of each year, such statement to be filed on or before January 31 of each year. Any person who becomes a public servant after January 1 of any year shall file the required financial statement within

thirty one (31) days of entering office or assuming the duties of employment, which statement shall reflect the information required thereon as of the date of his entry into such office or assumption of such duties of employment. (Ord. 77-0-21, 5-23-1977)

**1-12-6: PUBLIC RECORD:**

All financial disclosure statements filed in accordance with the provisions of this code shall be available for public inspection in the office of the Village Clerk, subject only to such reasonable rules and regulations as the Village Clerk shall from time to time adopt and public.

(Ord. 77-0-21, 5-23-1977)

**1-12-7: ETHICS COMMISSION:**

**A. Establishment.** There is hereby established an Ethics Commission, consisting of the corporate authorities of the Village. The Chairperson of the Commission shall be the Village Mayor. In the absence or the recusal of the Mayor, the corporate authorities may elect one of their members to serve as a temporary chairman.

**B. Powers and Duties.** The Ethics Commission shall have the following powers and duties:

1. To promulgate such procedures and rules governing the performance of its duties and the exercise of its powers as deemed necessary or appropriate.

2. Upon receipt of a signed, written complaint to investigate, conduct research, conduct closed hearings and deliberations, issue findings, decisions and recommendations.
3. To act only upon the receipt of a written complaint alleging a violation of this Chapter, and not upon its own prerogative.
4. To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated this Chapter as the Commission deems appropriate. It is the obligation of all officers and employees of the Village of Willowbrook to cooperate with the Commission or, as the case may be, with the Ethics Officer during the course of their investigations. Any such officer's or employee's failure or refusal to so cooperate shall constitute grounds for disciplinary action pursuant to Section 1-12-7d 1 & 2.
5. When necessary, to subpoena witnesses and compel the production of books and papers pertinent to an investigation authorized by this Chapter.
6. When necessary, to request that the State's Attorney provide legal advice without charge to the Commission.
7. To prepare and publish such manuals and guides as the Commission deems appropriate explaining the duties of individuals covered by this Chapter.
8. To prepare such public information materials as the Commission deems appropriate to facilitate compliance, implementation and enforcement of this Chapter.

9. To prepare periodic statistical reports consisting of (i) the number of complaints filed, (ii) the number of complaints deemed to sufficiently allege a violation of this Chapter, (iii) the recommendation or decision issued for each complaint, (iv) the number of complaints resolved, and (v) the status of pending complaints.
  
10. The Commission may delegate to the Ethics Officer its authority to conduct investigations pursuant to this Section and require a report of the said Officer's investigative findings to the full Commission for final action. Upon such a delegation, the Ethics Officer shall exercise all such of the foregoing powers of the Commission as are reasonably necessary to performing the investigative and reporting duties of the said Office.
  
11. In the event that a member of the Commission is the subject of a claimed violation of this Chapter, such member shall immediately recuse himself or herself from the investigation of such claimed violation, and shall take no part in the final action of the Commission regarding such claimed violation.

The powers and duties of the Commission are limited to matters clearly within the purview of this chapter.

**C. Complaint Procedure:**

1. Complaints alleging a violation of this Chapter by a public servant shall be filed as follows: If the complaint alleges a violation by an employee, appointed officer, or elected officer of the Village, then the complaint shall be filed with the Ethics Officer.

In the event that the subject of the complaint is the Ethics Officer, such complaint shall be filed with the Village Mayor, the Village Administrator or the Village Clerk. Any complaint received by, or incident reported to, an employee alleging the violation of this Chapter, shall be forwarded to the Ethics Officer or Village Mayor as provided above. Upon receipt of any such complaint, the Ethics Officer, or the Village Mayor, as the case may be, shall forward the complaint to each member of the Ethics Commission. The Village Clerk shall upon request, provide all Village employees with written notice of the name, business address and business phone number of the Ethics Officer to facilitate the filing of any complaint hereunder. Additionally, the Village Clerk shall post written notice in the Village Hall and upon the Village website setting forth the name, business address and business phone number of the Ethics Officer to facilitate the filing of complaints hereunder by members of the public.

2. Within three (3) days after the filing of an ethics complaint, the Commission's Secretary shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within three (3) business days after the submittal to the Commission. The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting on the sufficiency of the complaint and probable cause, which meeting shall be held within fourteen (14) business days after receiving the complaint.

3. Upon at least 48 hours' public notice of the meeting session, the Commission or the Ethics Officer, as the case may be, shall meet in a closed session to review the sufficiency of the complaint and, if the complaint is deemed to sufficiently allege a violation of this chapter, to determine if there is probable cause, based on evidence presented by the complainant, to proceed. The Commission shall thereafter issue notice to the complainant and the respondent of its ruling on the sufficiency of the complaint, and, if necessary, on probable cause. If the complaint is deemed to sufficiently allege a violation of this chapter and there is a determination of probable cause, then the Commission's notice to the parties shall include a hearing date scheduled within four (4) weeks after the Commission's ruling on the sufficiency of the complaint. If the complaint is deemed not to sufficiently allege a violation or if there is no determination of probable cause, then the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint and that notice shall be made public.
4. On the scheduled hearing date and upon at least 48 hours' public notice of the said hearing, the Commission shall conduct a closed meeting on the complaint and allow both parties the opportunity to present testimony and evidence. The Ethics Officer shall represent the complainant at this closed hearing. The respondent may there be represented at his own expense by counsel of his own choice.
5. Within two (2) weeks after the conclusion of the hearing on the complaint, the Commission shall either (i) dismiss the complaint or (ii) issue a preliminary recommendation to the alleged violator and to the violator's ultimate jurisdictional

authority. The particular findings in the instant case and the preliminary recommendation shall be made public.

6. Within seven (7) business days after the issuance of the preliminary recommendation, the respondent may file a written demand for a public hearing on the complaint. The filing of the demand for a public hearing shall stay the enforcement of the preliminary recommendation. Within two (2) weeks after receiving the demand, the Commission shall conduct a public hearing on the complaint after at least 48 hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. The Ethics Officer shall represent the complainant at this public hearing. The respondent may there be represented at his own expense by counsel of his own choice.
7. If the complaint is filed during the 60 days preceding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under Section 1-12-7C5 within seven (7) days after the complaint is filed, and during the seven (7) days preceding that election, the Commission shall tender such decision before the date of that election, if possible.
8. A complaint alleging the violation of this Chapter must be filed within one year after the alleged violation.

**D. Enforcement:**

1. Should the Commission find the respondent to be in violation of any of the provisions of this Chapter, it may recommend disciplinary action of that person to his or her

ultimate jurisdictional authority. The Commission's recommendation may prescribe the following courses of action:

- (i) A reprimand.
- (ii) An order to cease and desist the offensive action.
- (iii) A return or refund of money or other items, or an amount of restitution for services received in violation of this chapter.
- (iv) Donation to a charity of an amount equal to the gift.
- (v) Suspension, dismissal, removal from office or censure.

2. The Village, through the respondent's ultimate jurisdictional authority, may take disciplinary action against any such respondent (i) who the Commission finds is in violation of this chapter, (ii) who is the subject of a recommendation by the Commission or (iii) described by both items (i) and (ii).

The Village may take disciplinary action as recommended by the Commission, if any, or as it deems appropriate, to the extent it has constitutional and statutory authority to take that action.

The Village shall make its action, or its determination to take no action, available to the public.

3. If after a hearing, the Commission finds no violation of this chapter, it shall dismiss the complaint.

**E. Review:**

The Commission's decision to dismiss a complaint or to recommend disciplinary action is not a final administrative decision subject to judicial review under the Administrative Review Act of the Illinois Code of Civil Procedure.

**F. Exemption:**

The proceedings conducted and documents generated under this Section are exempt from the provisions of the Open Meetings Act and the Freedom of Information Act, except as expressly provided.

**1-12-7: 1-12-8: VIOLATION:**

Any public servant found to have violated any provision of this chapter shall be subject to discipline as follows:

(A) Any member of the corporate authorities, or village clerk, found to have violated any provision of this chapter shall be subject to censure by a vote of a majority of the corporate authorities then holding office.

(B) Any sworn police officer found to have violated any provision of this chapter shall be subject to discipline by the board of police commissioners, pursuant to the rules and regulations duly adopted by said board.

(C) Any employee subject to the provisions of Title 12, Chapter 2 of this code found to have violated any provision of this chapter shall be subject to discipline in accordance with Title 12, Chapter 2 of this code.

(D) Any Village Administrator, Village Attorney, or other officer or consultant of the Village of Willowbrook, not provided for hereinabove, found to have violated any provision of this chapter shall be subject to removal, censure, or such other action as the corporate authorities deem appropriate. (Ord. 92-O-07, 3-9-1992)

**~~1-12-8:~~ 1-12-9: EMPLOYEE PROTECTION:**

No employee shall be discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment by the Village because of lawful acts done in good faith by the employee, on behalf of the employee or others, in furtherance of the investigation of, initiation of testimony for or assistance with an alleged violation of this chapter. (Ord. 09-O-14, 5-26-1998)

Any employee who engages in an act of reprisal or retaliation against anyone on account of that person's filing of a complaint with the Ethics Officer under Section 1-12-7 alleging a violation of this Chapter shall be subject to discipline under Section 1-12-8.

**1-12-10: ETHICS TRAINING:**

- A. All new Village employees shall complete assigned ethics training within thirty (30) days of their hiring. Upon the completion of such training, all new Village employees will sign and submit an attestation to the Village Clerk that they have completed the assigned ethics training, that they have read the Code of Ethics and that they will report to the Administrator any violations or potential violations of any law or regulation applicable to this municipality which in good faith they reasonably believe to exist in fact.
- B. All existing Village employees shall complete assigned ethics training every 2 years commencing in 2013 and shall annually sign and submit an attestation that they are not aware of any violations or potential violations of any law or regulation applicable to this municipality; or, shall annually sign and submit an attestation that they have already reported all such violations or potential violations of which they are aware.

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

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

**PASSED and APPROVED** this 17th day of December, 2012.

**APPROVED:**

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

**ATTEST**

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

**ROLL CALL VOTE:**

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

**NAYES:** \_\_\_\_\_

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

MOTION TO APPROVE THE CALENDAR YEAR 2013  
PREMIUM PAYMENT TO IRMA

**AGENDA NO.****8****AGENDA DATE:** 12/17/2012**STAFF REVIEW:** Garrett Hummel, Management Analyst**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)**

Willowbrook is a member of the Intergovernmental Risk Management Agency (IRMA) which provides liability insurance to 71 municipal members. An annual premium notice is issued in December based upon each member's revenues and claims experience.

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

Each December the Board considers approval of the annual premium to IRMA for continued liability insurance coverage. Staff is recommending payment of the 2013 calendar year IRMA premium of **\$215,291** through a combination of the Village's budget line item and the Village's Excess Surplus Fund (reserve fund held by IRMA). The \$215,291 represents an increase in the IMRA premium compared to last year's premium amount of \$205,709.

Because of the increase in premium amount, the budgeted amount of \$205,709 will not cover the entire premium amount. Therefore, staff recommends the use of \$9,582 from the Excess Surplus Fund to fund the difference in its annual liability insurance premium. The Excess Surplus Fund currently has \$167,872 in it before the recommended expenditure for this upcoming year's premium.

A summary of the premium, surplus fund and total payments is attached.

**ACTION PROPOSED:** DISCUSSION AND MOTION

**Village of Willowbrook**  
**2013 IRMA Contribution**

5 Year Average Revenue Base:	\$8,601,311
Rate per \$100 of Revenue:	\$2.503
Premium:	\$215,291
Credit: (Safety Incentive Dividend)	<u>\$0</u>
Amount Due to IRMA Less Credit:	\$215,291

FUNDING SOURCE

Payment Via Check From Village:	\$205,709
Use of Funds on Reserve at IRMA:	\$9,582
<b>Total Amount Due to IRMA:</b>	<b>\$215,291</b>

IRMA 2013 REVENUE BASE & CONTRIBUTION SCHEDULE

IRMA Member	5 Year Average Revenue Base	Experience Modifier (%)	Actual Rate	Contribution @ \$2.479	Experience Modifier (\$)	Annual Contribution	Optional Deductible Credit	Members Reserve	Contribution Due to IRMA	Excess Surplus Fund
Richton Park	11,814,737	37.06%	3.399	293,005	108,578	401,583	0	0	401,583	29,311
River Forest	17,032,398	-7.90%	2.284	422,403	(33,383)	389,020	0	0	389,020	475,381
Riverside	10,527,028	-0.08%	2.478	261,070	(210)	260,860	0	0	260,860	82,376
Rolling Meadows	37,618,247	-39.84%	1.492	932,933	(371,689)	561,264	0	0	561,264	415,298
Roselle	20,699,260	2.02%	2.530	513,342	10,349	523,691	(99,501)	0	424,190	54,060
Stickney	7,340,908	-0.77%	2.461	182,055	(1,395)	180,660	0	0	180,660	53,392
Sugar Grove	6,983,576	9.35%	2.712	173,193	16,202	189,395	0	0	189,395	100,253
Tinley Park	59,073,648	-26.53%	1.822	1,465,026	(388,704)	1,076,322	(96,869)	0	979,453	244,814
Villa Park	25,246,692	32.74%	3.292	626,118	205,003	831,121	(74,801)	0	756,320	75,820
West Chicago	26,739,380	5.04%	2.605	663,137	33,424	696,561	0	0	696,561	592,072
West Chicago FPD	6,939,236	23.35%	3.059	172,093	40,178	212,271	0	0	212,271	222,353
West Dundee	11,817,811	-25.44%	1.849	293,092	(74,571)	218,511	(63,368)	0	155,143	249,091
Westchester	15,385,758	22.02%	3.026	381,567	84,006	465,573	0	0	465,573	23,942
Western Springs	13,038,626	5.04%	2.605	323,358	16,298	339,656	0	0	339,656	103,667
Westmont	23,588,140	-18.35%	2.025	584,986	(107,326)	477,660	0	0	477,660	254,665
Willowbrook	8,601,311	0.93%	2.503	213,313	1,978	215,291	0	0	215,291	167,872
Wilmette	36,192,886	-20.69%	1.967	897,584	(185,670)	711,914	0	0	711,914	823,167
Winfield	6,701,156	-1.05%	2.454	166,189	(1,743)	164,446	0	0	164,446	82,187
Winfield FPD	2,587,941	-14.96%	2.109	64,181	(9,601)	54,580	0	0	54,580	7,820
Wood Dale	18,527,113	-3.99%	2.381	459,472	(18,341)	441,131	0	0	441,131	476,231
Woodridge	25,667,759	-18.43%	2.023	636,560	(117,301)	519,259	0	0	519,259	69,700
<b>TOTAL</b>	<b>\$1,322,858,469</b>			<b>\$32,818,833</b>	<b>(\$17,185)</b>	<b>\$32,801,648</b>	<b>(\$2,868,148)</b>	<b>\$94,214</b>	<b>\$30,027,714</b>	<b>\$13,987,810</b>



December 12, 2012

Village of Willowbrook

STATEMENT OF 2013 ANNUAL CONTRIBUTION

Contribution computed at a rate of \$2.479 per \$100 of five-year average Revenue Base	\$213,313
Plus or Minus the Experience Modifier	1,978
Optional Deductible Credit	0
<b>2013 ANNUAL CONTRIBUTION</b>	<b>\$215,291</b>
Members Reserve	0
<b>2013 CONTRIBUTION DUE</b>	<b>\$215,291</b>
EXCESS SURPLUS CREDIT AVAILABLE	\$167,872

Members may enter into an Installment Payment Agreement, as described more fully below. Any Member interested in arranging an installment payment agreement should complete the request on the Statement of Payment form and fax it to IRMA at (708) 236-6336 or email to [laurav@irmarisk.org](mailto:laurav@irmarisk.org) by January 14<sup>th</sup>. Note that payments are due the first of each month. Even if an installment agreement is arranged, payment for January and February will be due February 1. The interest rate for the 2012 installment payments is 7% per year or 0.58% per month on unpaid balances.

The MEMBER may request in writing to enter into an Installment Payment Agreement. The Agreement shall provide for payment of the Annual Contribution in installments on a monthly basis, as agreed between the MEMBER and IRMA, with interest at the interest rate included in the budget for the fiscal year for which the contribution is due. Each installment shall be paid prior to the first day of the month for which the payment is due. If payment is not made as provided herein, the MEMBER shall be subject to all the conditions, provisions and penalties set forth in Section 4.01(i); except that any penalty incurred for failure to make the installment payment under this Section shall be assessed as of the first day of the month for which the payment is due and shall continue until the installment payment is paid in full; and, a notice of delinquency will be given the MEMBER within five (5) days after the due date.

Please make checks payable to Intergovernmental Risk Management Agency and enclose the completed Statement of Payment. If you prefer to make payment by wire transfer, wire to Fifth Third Bank, ABA #042000314, IRMA Account #7236229527 and email the statement of payment to [laurav@irmarisk.org](mailto:laurav@irmarisk.org).

Payment is due on or before January 31, 2013. According to By-Law Article IV Section 4.01, any payments which are more than fifteen days late shall incur an interest penalty fee equal to 1% per month or portion thereof.



STATEMENT OF PAYMENT  
2013 CONTRIBUTION

MEMBER: Village of Willowbrook

EXCESS SURPLUS CREDIT AVAILABLE: \$167,872

Members can choose to receive a combination of a credit/check up to a maximum of the annual contribution. Any remaining funds will be carried over for future years and earn investment income at the same rate as IRMA's investment portfolio. Total of surplus applied to payment and refund checks cannot exceed 2013 contribution. Refund checks will be issued quarterly in January, April, July and October.

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MEMBER'S 2013 ANNUAL CONTRIBUTION: \$215,291

AMOUNT OF CREDIT APPLIED TO PAYMENT:   \$9,582  

NET PAYMENT FOR 2013 CONTRIBUTION:  \$205,709 

AMOUNT OF CREDIT TO BE PAID VIA CHECK IN JANUARY: \_\_\_\_\_

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**Please Detail the Installment Payment Arrangement:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

If you have any questions, please contact Laura Vesecky at (708) 236-6335 or [laurav@irmarisk.org](mailto:laurav@irmarisk.org).

**Please return this copy with your payment for proper credit.**