

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 23, 2017, AT 6:30 P.M. AT THE BURR RIDGE POLICE DEPARTMENT TRAINING ROOM, 7700 COUNTY LINE ROAD, BURR RIDGE, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITOR'S BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - January 23, 2017 (APPROVE)
 - c. Warrants - \$667,009.88 (APPROVE)
 - d. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept and Execute a Proposal for Professional Services Between the Village of Willowbrook and Design Perspectives, Inc. - Willow Pond Park Renovation Project (ADOPT)
 - e. Resolution - A Resolution Authorizing the Village Administrator's Acceptance of Project Change Order No. 14 - The Removal and Replacement of Four (4) Existing Exterior Doors, and Change Order No. 16 - The Installation of Structural Headers over Glass Partition Walls, and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Orders (ADOPT)
 - f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal from Clarke Aquatic Services, Inc. to Provide Aquatic Weed and Algae Control Services throughout the 2017 Season - Prairie Trail Park & Willow Pond Park (ADOPT)
 - g. Motion - A Motion to Approve the Fiscal Year 2017/18 Budget Schedule (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT, INCLUDING APPROVAL OF A FINAL PLAT OF PUD, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, AND RELATED MATTERS - PLAN COMMISSION PUBLIC HEARING NO. 16-07: 635 JOLIET ROAD - COMPASS EVENT CENTER AND ARENA
8. ORDINANCE - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT WITH WILLOWBROOK, 2012, LLC FOR THE DEVELOPMENT OF THE COMPASS EVENT CENTER AND ARENA, 635 JOLIET ROAD, WILLOWBROOK, ILLINOIS
9. ORDINANCE - AN ORDINANCE GRANTING AN AMENDMENT TO THE ZONING MAP OF THE VILLAGE OF WILLOWBROOK FOR A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT IN A B-3 ZONING DISTRICT

PRIOR BUSINESS

10. COMMITTEE REPORTS
11. ATTORNEY'S REPORT
12. CLERK'S REPORT
13. ADMINISTRATOR'S REPORT
14. MAYOR'S REPORT
15. CLOSED SESSION
16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JANUARY 9, 2017 AT THE BURR RIDGE POLICE DEPARTMENT, TRAINING ROOM, 7700 COUNTY LINE ROAD, VILLAGE OF BURR RIDGE, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None

Also present were Village Attorney Michael R. Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Assistant to the Village Administrator Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Boy Scout David Thormodsgard 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 - Special Board Meeting - December 19, 2016 (APPROVE)
- c. Minutes - Closed Session Meeting - December 19, 2016 (APPROVE)
- d. Warrants - \$383,918.44 (APPROVE)
- e. Monthly Financial Report - December 31, 2016 (APPROVE)
- f. Resolution - A Resolution Approving a Plat of Easement - 6407 Lane Court - Resolution No. 17-R-01 (ADOPT)
- g. Motion to Approve - Lake Hinsdale Park Renovation: Payout #1 - Partial Payment - George's Landscaping, Inc. (APPROVE)

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Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. DELINQUENT WATER BILLS

Administrator Halik advised that there were seven (7) delinquent water bills. Staff requested authorization to proceed in accordance with past practices, which was granted.

7. ORDINANCE - AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF WILLOWBROOK - 122 59TH STREET

Administrator Halik advised that this is a single lot annexation with a single-family home and detached garage. The property owner submitted the annexation petition. The property will be annexed into the R-1 Zoning District in accordance with state statute.

There are no required water main extensions necessary to serve the residence due to an existing water main located across the street from the property.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance No. 17-O-01 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had questions reference boxes on the pond at Prairie Trail Park. Administrator Halik stated that they were for a boy scout project. Once the pond thaws, the boxes will sink to the bottom and provide a habitat for the fish.

Trustee Davi related that there was a discussion at the Finance and Administration Committee meeting to address a resident's concern with a water bill issue that had been discussed at the previous Board meeting. Trustee Davi advised that staff had conducted research and a lot of the resident's complaints were false. It was suggested to meet one on one with the resident to discuss the findings, but it appears that no changes need to be made.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Durkin had no report.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. CLOSED SESSION

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

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14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi, to adjourn the Regular Meeting at the hour of 6:38 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

January 23 , 2017.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

W A R R A N T S

January 23, 2017

GENERAL CORPORATE FUND	-----	\$489,100.41
WATER FUND	-----	153,966.79
HOTEL/MOTEL TAX FUND	-----	6,139.00
POLICE PENSION FUND	-----	3,526.00
L.A.F.E.R FUND	-----	10,934.94
RT 83/PLAINFIELD RD BUSINESS DISTRICT	-----	3,342.74
 TOTAL WARRANTS	-----	\$667,009.88



Carrie Dittman, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2017	APCHK	89925	994144714	AIRGAS USA LLC	EQUIPMENT RENTAL	750-290	35	68.20
01/24/2017	APCHK	89926	45565	AMERICAN FIRST AID SERVICE I	OPERATING EQUIPMENT	630-401	30	15.65
01/24/2017	APCHK	89928	12729/JAN 17	AZAVAR AUDIT SOLUTIONS INC	UTILITY TAX	310-205	00	319.50
01/24/2017	APCHK	89929	130373	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	71.57
			130372		MAINTENANCE - VEHICLES	630-409	30	71.57
			130385		MAINTENANCE - VEHICLES	630-409	30	105.59
			130399		MAINTENANCE - VEHICLES	630-409	30	71.83
			130401		MAINTENANCE - VEHICLES	630-409	30	280.48
			130495		MAINTENANCE - VEHICLES	630-409	30	369.59
			130408		MAINTENANCE - VEHICLES	630-409	30	987.69
			130421		MAINTENANCE - VEHICLES	630-409	30	71.83
				CHECK APCHK 89929 TOTAL FOR				2,030.15
01/24/2017	APCHK	89930	288-107874-01	BATTERIES PLUS	286 or 288	OPERATING EQUIPMENT	630-401	30
01/24/2017	APCHK	89931	RPLCMNT CK87603	BRIAN DECKER	ESCHEATS/UNCLAIMED PROP PAYABLE	210-102	00	10.00
01/24/2017	APCHK	89932	1/4/17	BRYAN'S GARAGE DOOR SOLUTION	MAINTENANCE - PW BUILDING	725-418	35	310.00
01/24/2017	APCHK	89933*#	1214432-1139753	CALL ONE INC	PHONE - TELEPHONES	455-201	10	1,296.51
			1214432-1139753		PHONE - TELEPHONES	630-201	30	1,171.72
				CHECK APCHK 89933 TOTAL FOR				2,468.23
01/24/2017	APCHK	89935	RPLCMNT CK85594	CHRISTINE ROBLES	ESCHEATS/UNCLAIMED PROP PAYABLE	210-102	00	18.95
01/24/2017	APCHK	89936	2968 JAN 2017	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,515.74
01/24/2017	APCHK	89937#	VH DEC 16	COMCAST CABLE	EDP SOFTWARE	460-212	10	129.85
			825 MW DEC 16		EDP SOFTWARE	460-212	10	94.15
			PW DEC 16		EQUIPMENT MAINTENANCE	715-263	35	114.35
				CHECK APCHK 89937 TOTAL FOR				338.35
01/24/2017	APCHK	89938*#	7494249014 JAN17	COMMONWEALTH EDISON	ENERGY/COMED (835 MIDWAY)	466-240	10	273.12
			0791026027 JAN 17		RED LIGHT - COM ED	630-248	30	40.10
			4403140110 JAN 17		ENERGY - STREET LIGHTS	745-207	35	55.60
			7432089030 JAN 17		ENERGY - STREET LIGHTS	745-207	35	578.26
				CHECK APCHK 89938 TOTAL FOR				947.08

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2017	APCHK	89939	71573618	COMPASS MINERALS AMERICA	OPERATING SUPPLIES	755-331	35	5,023.04
			71577986		OPERATING SUPPLIES	755-331	35	2,492.93
			71574818		OPERATING SUPPLIES	755-331	35	1,347.89
			71573619		OPERATING SUPPLIES	755-331	35	1,384.52
				CHECK APCHK 89939 TOTAL FOR				10,248.36
01/24/2017	APCHK	89940	17 UCC UPDATE	DATA.COM	OPERATING EQUIPMENT	630-401	30	449.00
01/24/2017	APCHK	89941#	714721 DEC 16	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	46.20
			714721 DEC 16	EMPLOYEE BENEFIT - MEDICAL INSURAN	455-141	10	3.80	
				CHECK APCHK 89941 TOTAL FOR				50.00
01/24/2017	APCHK	89942	15958 -4TH QTR	DU-COMM	RADIO DISPATCHING	675-235	30	59,841.50
01/24/2017	APCHK	89943	115156121316	EAGLE ENVIRONMENTAL CONSULTA	MAINTENANCE - GAS TANKS AND PUMPS	725-412	35	3,712.84
01/24/2017	APCHK	89947*#	9313561863	GRAINGER	OPERATING EQUIPMENT	630-401	30	53.40
01/24/2017	APCHK	89948	15429	H AND R CONSTRUCTION INC.	SNOW REMOVAL CONTRACT	740-287	35	1,945.00
			15428		SNOW REMOVAL CONTRACT	740-287	35	4,118.00
			15433		STREET & ROW MAINTENANCE	750-328	35	2,595.00
				CHECK APCHK 89948 TOTAL FOR				8,658.00
01/24/2017	APCHK	89950*#	3034379	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	24.97
			20244771		MAINTENANCE - BUILDING	466-228	10	14.97
			24946		BUILDING MAINTENANCE SUPPLIES	466-351	10	89.70
			5024465		MAINTENANCE SUPPLIES	570-331	20	17.74
				CHECK APCHK 89950 TOTAL FOR				147.38
01/24/2017	APCHK	89951	12585	HOVING PIT STOP	STREET & ROW MAINTENANCE	750-328	35	1,155.00
01/24/2017	APCHK	89952	2017 CONTRIBUTION	I.R.M.A.	INSURANCE - IRMA	480-272	10	193,017.00
01/24/2017	APCHK	89953	KOBLER RENEWAL	ILL. NOTARY DISCOUNT BONDING FEES/DUES/SUBSCRIPTIONS		630-307	30	53.95
01/24/2017	APCHK	89954#	259047	ILLINOIS PAPER COMPANY	OFFICE SUPPLIES	455-301	10	373.82
			259644		OFFICE SUPPLIES	630-301	30	483.67
				CHECK APCHK 89954 TOTAL FOR				857.49
01/24/2017	APCHK	89955	246386	INDUSTRIAL ELECTRICAL SUPPL MAINTENANCE - VEHICLES		735-409	35	118.75

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2017	APCHK	89956	100123077SHELTON	INT ASSOC OF CHIEFS OF POLIC FEES/DUES/SUBSCRIPTIONS	630-307	30		150.00
01/24/2017	APCHK	89958	16 UNIFORMS	JOSE CHAVEZ-JIMENEZ UNIFORMS	630-345	30		352.00
01/24/2017	APCHK	89959	RPLCMNT CK86499	JOSE LOPEZ	ESCHEATS/UNCLAIMED PROP PAYABLE	210-102	00	13.98
01/24/2017	APCHK	89960	60/DEC 16	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
01/24/2017	APCHK	89961#	9003138374	KONICA MINOLTA BUSINESS SOLU COPY SERVICE	455-315	10		110.12
			9003130111	COPY SERVICE	455-315	10		296.67
			9003130111	COPY SERVICE	630-315	30		274.04
				CHECK APCHK 89961 TOTAL FOR				680.83
01/24/2017	APCHK	89963	17 MEMBERSHIP	LAW ENFORCEMENT RECORDS MNGR FEES/DUES/SUBSCRIPTIONS	630-307	30		50.00
01/24/2017	APCHK	89964*#	DEC 2016	LAW OFFICES STORINO RAMELLO& FEES = VILLAGE ATTORNEY	470-239	10		4,545.25
01/24/2017	APCHK	89966#	17 MMC GALA	METROPOLITAN MAYORS CAUCUS	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	200.00
			17 MMC GALA	SCHOOLS/CONFERENCES/TRAVEL	455-304	10		200.00
				CHECK APCHK 89966 TOTAL FOR				400.00
01/24/2017	APCHK	89967#	835 MW DEC 16	NICOR GAS	MAINTENANCE - BUILDING	466-228	10	533.53
			7760 QNYC DEC 16	NICOR GAS (7760 QUINCY)	466-235	10		857.87
			825 MW DEC 16	NICOR GAS (825 MIDWAY)	466-237	10		232.66
			825 MW B DEC 16	NICOR GAS (825 MIDWAY)	466-237	10		162.84
			825 MW C DEC16	NICOR GAS (825 MIDWAY)	466-237	10		165.19
			700 WB CTR DEC16	NICOR GAS	725-415	35		477.74
				CHECK APCHK 89967 TOTAL FOR				2,429.83
01/24/2017	APCHK	89969#	2902	NJ RYAN TREE & LANDSCAPE LLC CONTRACTED MAINTENANCE	570-281	20		5,212.50
			2903	CONTRACTED MAINTENANCE	570-281	20		8,300.00
			2905	CONTRACTED MAINTENANCE	570-281	20		10,050.00
			2922	CONTRACTED MAINTENANCE	570-281	20		5,200.00
			2925	CONTRACTED MAINTENANCE	570-281	20		6,250.00
			2930	CONTRACTED MAINTENANCE	570-281	20		1,162.50
			2921	CONTRACTED MAINTENANCE	570-281	20		7,300.00
			2901	CONTRACTED MAINTENANCE	570-281	20		3,600.00
			2906	TREE MAINTENANCE	750-338	35		9,900.00
			2907	TREE MAINTENANCE	750-338	35		7,050.00
			2908	TREE MAINTENANCE	750-338	35		5,400.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
2911		2917		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	5,450.00
2915		2920		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	8,650.00
2916		2913		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	6,400.00
				CHECK APCHK 89969 TOTAL FOR				89,925.00
01/24/2017	APCHK	89970		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	1,750.00
		2920		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	3,550.00
		2913		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	5,962.50
		2910		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	5,437.50
		2912		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	1,050.00
		2914		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	9,975.00
		2924		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	1,900.00
		2909		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	5,350.00
		2919		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	5,625.00
		2923		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	7,037.50
		2926		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	1,905.00
		2929		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	1,575.00
		2933		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	4,725.00
		2932		NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	1,350.00
				CHECK APCHK 89970 TOTAL FOR				57,192.50
01/24/2017	APCHK	89971	2927	NJ RYAN TREE & LANDSCAPE LLC	REIMB EXP - BRUSH PICKUP	755-284	35	9,600.00
01/24/2017	APCHK	89972	1009841832	OCCUPATIONAL HEALTH CENTERS	WELLNESS	480-276	10	61.00
01/24/2017	APCHK	89973	45144	OFFICIAL PAYMENTS CORP	FEES/DUES/SUBSCRIPTIONS	610-307	25	11.70
01/24/2017	APCHK	89974	152097864	ORKIN EXTERMINATING	MINTENANCE - BUILDING	466-228	10	89.86
								516.77
01/24/2017	APCHK	89975	I2897727	PCS INDUSTRIES	BUILDING MAINTENANCE SUPPLIES	466-351	10	25.65
			I2894453		BUILDING MAINTENANCE SUPPLIES	466-351	10	95.89
			I2894454		BUILDING MAINTENANCE SUPPLIES	466-351	10	395.23
				CHECK APCHK 89975 TOTAL FOR				
01/24/2017	APCHK	89976	0718002542	PROFORMA	UNIFORMS	710-345	35	246.62
01/24/2017	APCHK	89977	8983	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	161.04
01/24/2017	APCHK	89978*	15214	RAGS ELECTRIC, INC	MAINTENANCE - BUILDING	466-228	10	267.56
			15216		MAINTENANCE - STREET LIGHTS	745-223	35	130.00
			15215		MAINTENANCE - STREET LIGHTS	745-223	35	223.75
			15212		MAINTENANCE - STREET LIGHTS	745-223	35	117.50

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2017	APCHK	89979#	201612048	RATHS, RATHS & JOHNSON, INC.	MAINTENANCE - BUILDING	745-223	35	116.25
			201610009		PLAN REVIEW - STRUCTURAL - REIMB.	745-223	35	155.50
			201612022		PLAN REVIEW - STRUCTURAL - REIMB.	745-223	35	137.50
				CHECK APCHK 89978 TOTAL FOR				1,148.06
01/24/2017	APCHK	89980	16 UNIFORMS	ROBERT SCHALLER	UNIFORMS	630-345	30	60.59
01/24/2017	APCHK	89981	130752	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	732.44
01/24/2017	APCHK	89982#	7863-64352 DEC16	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
			7863-64352 DEC16		PHONE - TELEPHONES	630-201	30	65.76
				CHECK APCHK 89982 TOTAL FOR				131.52
01/24/2017	APCHK	89983	17 DUES	SBOC	FEES/DUES/SUBSCRIPTIONS	810-307	40	75.00
01/24/2017	APCHK	89984	16 UNIFORMS	SCOTT EISENBEIS	UNIFORMS	630-345	30	464.27
01/24/2017	APCHK	89985	17 DUES	SO SUBN BLDG OFFICIALS ASSN	FEES/DUES/SUBSCRIPTIONS	810-307	40	120.00
01/24/2017	APCHK	89986#	8042269697	STAPLES	OFFICE SUPPLIES	455-301	10	54.62
			8042269697		PRINTING & PUBLISHING	610-302	25	240.35
			8042269697		OPERATING SUPPLIES & EQUIPMENT	715-401	35	300.09
				CHECK APCHK 89986 TOTAL FOR				595.06
01/24/2017	APCHK	89988	201612 DEC 16	T.P.I.	PLAN REVIEW - BUILDING CODE	820-258	40	320.00
			201612 DEC 16		PLAN REVIEW - BUILDING CODE - REIM	820-258	40	780.34
			201612 DEC 16		PLAN REVIEW - BUILDING CODE - REIM	820-258	40	7,602.00
			201612 DEC 16		PART TIME - INSPECTOR	830-109	40	3,108.00
			201612 DEC 16		PLUMBING INSPECTION - REIMB.	830-115	40	720.00
				CHECK APCHK 89988 TOTAL FOR				12,530.34
01/24/2017	APCHK	89989	TG5 DEC 16	TAMING GRADING	STREET & ROW MAINTENANCE	750-328	35	440.00
01/24/2017	APCHK	89992	835390006 DEC 16	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	147.00
01/24/2017	APCHK	89993	53782	TOM & JERRY'S SHELL SERVICES MAINTENANCE - VEHICLES		630-409	30	35.57

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2017	APCHK	53838			MAINTENANCE - VEHICLES	630-409	30	30.95
		53801			MAINTENANCE - VEHICLES	630-409	30	80.00
		53775			MAINTENANCE - VEHICLES	630-409	30	25.45
		53790			MAINTENANCE - VEHICLES	630-409	30	49.87
		53797			MAINTENANCE - VEHICLES	630-409	30	39.73
					CHECK APCHK 89993 TOTAL FOR			261.57
01/24/2017	APCHK	89994	88670		TRAFFIC CONTROL & PROTECTION ROAD SIGNS	755-333	35	113.00
01/24/2017	APCHK	89996	2017 DEPOSIT	UNITED STATE POSTAL SERVICE	PREPAID POSTAGE	190-102	00	3,500.00
01/24/2017	APCHK	89997*#	9777946807	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	62.58
		9777946807			PHONE - TELEPHONES	455-201	10	24.19
		9777946807			PHONE - TELEPHONES	630-201	30	1,124.81
		9777946807			TELEPHONES	710-201	35	75.61
		9777946807			TELEPHONES	810-201	40	102.04
					CHECK APCHK 89997 TOTAL FOR			1,389.23
01/24/2017	APCHK	89998	3327695-0	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	71.42
		3317379-0			OFFICE SUPPLIES	630-301	30	37.28
		3325825-0			OPERATING EQUIPMENT	630-401	30	119.97
		3314930-0			OPERATING EQUIPMENT	630-401	30	77.93
					CHECK APCHK 89998 TOTAL FOR			306.60
01/24/2017	APCHK	89999	17322	WBK ASSOCIATES LTD	PLAN REVIEW - PLANNER	520-257	15	3,589.86
		17323			PLAN REVIEW - PLANNER	520-257	15	2,278.50
		17324			PLAN REVIEW - PLANNER	520-257	15	343.00
		17325			PLAN REVIEW - PLANNER	520-257	15	196.00
		17327			PLAN REVIEW - PLANNER	520-257	15	245.00
		17328			PLAN REVIEW - PLANNER	520-257	15	367.50
		17329			PLAN REVIEW - PLANNER	520-257	15	1,715.00
		17330			PLAN REVIEW - PLANNER	520-257	15	465.50
		17331			PLAN REVIEW - PLANNER	520-257	15	269.50
		17332			PLAN REVIEW - PLANNER	520-257	15	220.50
					CHECK APCHK 89999 TOTAL FOR			9,690.36
01/24/2017	APCHK	90000	51746	WESTERN REMAC INC	ROAD SIGNS	755-333	35	150.43
01/24/2017	APCHK	90001	426312	WESTFIELD FORD	MAINTENANCE - VEHICLES	735-409	35	331.62
		426247			MAINTENANCE - VEHICLES	735-409	35	180.23

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
01/24/2017	APCHK	34 (E)	11615 DEC 16	DURAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	134,448.00
01/24/2017	APCHK	89933*#	1214432-1139753	CALL ONE INC	PHONE - TELEPHONES	401-201	50	589.19
01/24/2017	APCHK	89938*#	4651111049 JAN 17	COMMONWEALTH EDISON	ENERGY - ELECTRIC PUMP	420-206	50	1,066.34
			5071072051 DEC162		ENERGY - ELECTRIC PUMP	420-206	50	1,286.16
				CHECK APCHK 89938 TOTAL FOR				2,352.50
01/24/2017	APCHK	89944	01/12/2017	EDWARD J DENBREY JR TRUST	CUSTOMER OVERPAYMENT	280-135	00	1,290.21
01/24/2017	APCHK	89946	16-132134 NOV16	ENVIRO TEST INC	SAMPLING ANALYSIS	420-362	50	90.00
01/24/2017	APCHK	89947*#	9324868646	GRAINGER	MATERIAL & SUPPLIES - DISTRIBUTION 430-476	50	42.39	
			9324868638		MATERIAL & SUPPLIES - DISTRIBUTION 430-476	50	103.80	
				CHECK APCHK 89947 TOTAL FOR				146.19
01/24/2017	APCHK	89949	170019	H-B-K WATER METER SERVICE	NEW METERING EQUIPMENT	435-461	50	649.50
01/24/2017	APCHK	89962	1-1115675	LA FASTENERS INC	MATERIAL & SUPPLIES - DISTRIBUTION 430-476	50	138.60	
			1-1115441		MATERIAL & SUPPLIES - DISTRIBUTION 430-476	50	61.51	
				CHECK APCHK 89962 TOTAL FOR				200.11
01/24/2017	APCHK	89978*#	15217	RAGS ELECTRIC, INC	REPAIRS & MAINTENANCE-STANDPIPE/PU 425-485	50	1,287.02	
			15218		REPAIRS & MAINTENANCE-STANDPIPE/PU 425-485	50	1,414.00	
				CHECK APCHK 89978 TOTAL FOR				2,701.02
01/24/2017	APCHK	89987	2016339	SUNSET SEWER & WATER	WATER DISTRIBUTION REPAIRS/MAINTEN 430-277	50	3,496.40	
01/24/2017	APCHK	89995	19619	UNDERGROUND PIPE & VALVE, CO WATER DISTRIBUTION REPAIRS/MAINTEN 430-277	MATERIAL & SUPPLIES - DISTRIBUTION 430-476	50	3,155.00	
			19620			50	4,698.00	
				CHECK APCHK 89995 TOTAL FOR				7,853.00
01/24/2017	APCHK	89997*#	9777284848 DEC 16	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	75.06
			9777946807		PHONE - TELEPHONES	401-201	50	75.61
				CHECK APCHK 89997 TOTAL FOR				150.67
				Total for fund 02 WATER FUND				153,966.79

01/18/2017 12:30 PM
User: JKufrin
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR WILLOWBROOK
CHECK DATE FROM 01/11/2017 - 01/24/2017

Page 9/12

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 03 HOTEL/MOTEL TAX FUND 01/24/2017	APCHK	89991	093016 FINAL	THE TROLLEY CAR & BUS COMPANIES TRANSPORTATION	435-320	53		6,139.00
				Total for fund 03 HOTEL/MOTEL TAX FUND				6,139.00

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User: JKufrin
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR WILLOWBROOK
CHECK DATE FROM 01/11/2017 - 01/24/2017

Page 10/12

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND								
01/24/2017	APCHK	89927	DEC 2016	ATWELL & ATWELL	LEGAL FEES	401-242	62	250.00
01/24/2017	APCHK	89934	IPPFATRNG 1-11-17	CAROLINE DITTMAN	SCHOOL/CONFERENCES/TRAVEL	401-304	62	250.00
01/24/2017	APCHK	89965	958755	MESTROW FINANCIAL SERVICES I	FIDUCIARY INSURANCE	401-254	62	3,026.00
				Total for fund 07	POLICE PENSION FUND			3,526.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 15 RT	83/PLAINFIELD RD BUSINESS	DISTRCT TAX						
01/24/2017	APCHK	89945	72604	EHLERS & ASSOCIATES INC	CONSULTANTS-DESIGN & OTHER	510-232	15	2,350.00
				LAW OFFICES STORINO RAMELLO& LEGAL FEES		401-242	15	992.74
01/24/2017	APPCHK	89964*	#	DEC 2016				
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			3,342.74

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** : -INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

DEPARTMENT ONE THAN MORE TO DISTRIBUTED CHECK INDICATES :-

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND DESIGN PERSPECTIVES, INC. – WILLOW POND PARK RENOVATION PROJECT

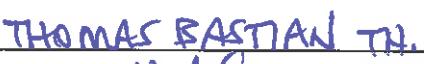
AGENDA NO. 5d

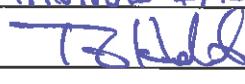
AGENDA DATE: 1/23/17

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE:

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

On March 3, 2015, staff opened sealed bids for a renovation of Willow Pond Park. The design of this renovation project was prepared by Mr. John Vann of LandTech Design, Ltd. At the time, the low bid was submitted by Claus Brothers, Inc. in the total amount of \$822,292.93 (\$400,000 of this expense was to be funded through an OSLAD grant). The Village Board was prepared to consider awarding a construction contract to Claus Brothers at their March 23, 2015 meeting. However, on March 10, 2015, the Village received notice from the Illinois Department of Natural Resources (IDNR) that all state OSLAD grants had been suspended by order of the Governor. All work on this project was suspended until the grant was released by the state on August 15, 2016, which was 17 months later.

After the state suspended OSLAD grants in 2015, Mr. John Vann of LandTech Design, Ltd. left Illinois and relocated his business to Colorado. Since the grant was released, staff has been working with Mr. Tod Stanton from Design Perspectives, Inc. and Claus Brothers Construction to update costs to award a contract and enable this project to begin in late April/early May of 2017. Mr. Stanton is also coordinating this project with our grant administrator at the Illinois Department of Natural Resources (IDNR) as required by the OSLAD grant.

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

As part of the completion of this renovation project, construction observation services and grant documentation to close out the project and submit required documents to the IDNR as part of the OSLAD grant will be required. This scope of work was originally intended to be performed by LandTech Design for a fee of \$7,500. Given LandTech Design is no longer available to complete these tasks, staff requested a proposal from Design Perspectives to do so. Tod Stanton from Design Perspectives agreed to perform these tasks for the same fee amount that LandTech Design offered in 2015, which is \$7,500.

The F.Y. 2017/18 Budget will include the following funding to complete this work:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 2017/18 BUDGET TO INCLUDE:</u>
Parks & Recreation	01-20-595-695	Community Park Develop.	\$7,500

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 17-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT
AND EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE
VILLAGE OF WILLOWBROOK AND DESIGN PERSPECTIVES, INC. –
WILLOW POND PARK RENOVATION PROJECT

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to accept and execute a proposal for professional services between the Village of Willowbrook and Design Perspectives, Inc. relating to the planned renovation of Willow Pond Park, along with Terms and Conditions for the project, a copy of which is attached hereto as "Exhibit A", which is by this reference expressly incorporated herein.

ADOPTED and APPROVED this 23rd day of January 2017.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

RECEIVED

AUG 22 2016

VILLAGE OF
WILLOWBROOK



August 22, 2016

Mr. Tim Halik,
Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

RE: Professional Services for Willow Pond Park OSLAD Construction Observation & Grant Documentation Closeout
Willowbrook, IL
(Proposal Number: 16-244Q)

Dear Tim,

Design Perspectives, Inc. is pleased to submit this proposal to advance the work of the OSLAD that the Village secured in 2014 that was prepared by LandTech. The Village has secured a bid from Clauss Brothers and the Village has re-entered into discussions with the lowest bidder to approve a contract to start the construction of the project. We have established a great working relationship with the Village of Willowbrook and hope to assist the Village on finishing out the project.

Base Scope of Services

A. Construction Observation

Design Perspectives will conduct on-site visits during construction. We will also coordinate requested paperwork and provide on-site observation of the construction activities.

Specific Tasks Include:

1. Attend and coordinate pre-construction meetings with general contractors.
2. On-site construction observation will be conducted by the staff of Design Perspectives as construction progress dictates.
3. Conduct an occasional unannounced informal spot observation of the contractor's work.
4. Review change orders.

1280 Iroquois Avenue
Suite 110
Naperville, Illinois 60563

Phone: 630-428-3134

5. Review contractor's application for payment. Village will make all final approvals of payment to the contractor.
6. Review contractor's project submittals.
7. Review the site for substantial completion, prepare punch list and provide recommendation for final completion.
8. Field check the project upon completion to verify that OSLAD grant elements have been properly completed or all items have been repaired to the Village's satisfaction.

B. OSLAD Project Closeout & Grant Documentation

1. Timely acknowledgement with response to project issues, submittals, requests for information, change orders, and other unanticipated issues that affect Grant reimbursement.
2. Prepare and submit quarterly grant updates as required by the grant implementation process.
3. Attend walk thru with Village staff and IDNR grant administrator to verify project completion if required.
4. Prepare Grant closeout documents that will be needed for CPA review.

The proposal does not include any additional projects services including revisions to construction documents by LandTech, permitting related services or re-bidding services.

The proposal does not include land surveying, related engineering services, or geo-technical assistance and associated costs have not been included in our base fee.

STAFF ASSIGNMENTS:

The staff assigned to work on this project has the unique qualifications to complete this project in a quick and efficient manner. Tod J. Stanton, will serve as principal, project manager and landscape architect/designer for this project and will be assisted by Christian Wilson on an as needed basis.

FEES:

The scope below has been broken down with a lump sum fee approach for each task. The total to complete items A-B is \$7,500. Reimbursable expenses will be billed at cost plus 10% and are not included in the lump sum fee. A preliminary budget of \$500.00 should be set to cover the necessary expenses such as printing and mileage. Any work outside of the services listed in this proposal will be handled on an hourly basis with a budget allowance approved by the Client prior to commencing the work.

Base Task/Phase	Cost
A. Construction Observation	\$6,000.00
B. OSLAD Project Closeout & Grant Documentation	\$1,500.00
Total Contract:	\$7,500.00

2015-16 HOURLY BILLING RATES:

Principal:	\$100.00 per hour
CAD Drafter:	\$65.00 per hour
Administrator:	\$35.00 per hour

INVOICING:

We will invoice this project on a 30-day cycle. Prompt payment is expected within 30 days from Client per the Illinois Prompt Payment Act.

If you have any questions, please contact me at 630-428-3134 or e-mail: tstanton@design-perspectives.net. In closing, I look forward to working with you on this project.

Sincerely,



Tod J. Stanton, ASLA
President
Design Perspectives, Inc.

If the above scope of work and terms are acceptable, please sign below and send one copy to us. An executed copy of this proposal will serve as our binding agreement between both parties. ~~This proposal expires if not properly executed for the scope of work outlined after September 9, 2016.~~ **DELETE**

T.H.S.
1.18.17

Authorized Signature
Village of Willowbrook

Date



8-22-16

Mr. Tod J. Stanton,
President
Design Perspectives, Inc.

Date

TERMS & CONDITIONS:

- A. Standard of Care – The standard level of care for professional services performed by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and locality.
- B. Indemnification – Client and Consultant each agree to identify and hold harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney fees and court costs, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by joint or concurrent negligence of the Client and Consultant, they shall be borne by each party in proportion to its negligence. All claims shall be limited to the contract value & scope for this Agreement. Since Design Perspectives did not prepare the construction documents, no claim to the accuracy of the plans and all associated materials prepared by LandTech and its consultants are implied and shall not be covered in relationship to errors or omissions associated with all plans and documents prepared by or under the direction of LandTech.
- C. Dispute Resolution – Client and Consultant agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other manners in question arising out of or related to this Agreement to mediation in accordance with industry rules of American Arbitration Association, effective as of the date of this agreement.
- D. Termination of Contract – Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement with seven days prior written notice to Client. Upon written termination, all project related material will be turned over to the Client upon request when payment has been made up for all work up to request of termination. Failure of Client to make payments when due shall be cause for suspension of services and ultimately termination.
- E. Opinions of Cost – When included in Consultant's scope of services, estimates of probable construction cost are prepared by Consultant to represent judgment as a professional generally familiar with the industry. Consultant makes no claim to control these associated costs and may vary from Consultant's estimate.
- F. Force Majeure – Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without negligence.
- G. Ownership of Documents – Use of the documents by Client without permission shall be at the Client's sole risk.
- H. Payment – We will invoice this project on a 30-day cycle. Prompt payment is expected within 30 days from Client per the Illinois Prompt Payment Act.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF PROJECT CHANGE ORDER NUMBER 14 – THE REMOVAL AND REPLACEMENT OF FOUR (4) EXTERIOR DOORS, AND PROJECT CHANGE ORDER NUMBER 16 – THE INSTALLATION OF STRUCTURAL HEADERS OVER GLASS PARTITION WALLS – POLICE EXPANSION/RENOVATION PROJECT, AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDERS

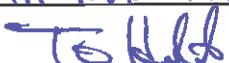
AGENDA NO. 5e

AGENDA DATE: 1/23/17

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: 
LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 
RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: 
REVIEWED BY MUNI. SERVICES COMMITTEE: YES NO N/A
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, etc.)

At its regular meeting on October 10, 2016, the Village Board awarded a construction contract in the amount of \$3,152,000 to L.J. Morse Construction Company to complete the expansion/renovation of the Village Police Building located at 7760 Quincy Street. Construction work began on October 19, 2016 and since that time various work has occurred including demolition, excavation for the addition, rough plumbing and electric, interior framing, and ordering of materials and equipment.

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

The following change orders represent a total addition in the contract in the amount of \$24,284. The following is a summary of the nature of the required change orders:

C.O. #	TYPE	AMOUNT (+ OR -)	EXPLANATION
14	Addition	\$18,995.00	The construction plans include the installation of new exterior doors in several locations where new door openings will be provided. However, the existing exterior doors are to remain. Construction crews have discovered that the existing doors and frames are severely deteriorated and should not be used with the new door hardware. A subsequent field inspection confirmed this finding. Therefore, it is recommended that four (4) existing exterior doors and frames be removed and replaced as part of the project
16	Addition	\$5,289.00	The construction plans include the installation of full glass partition walls at three (3) locations within the building. The installing contractor raised a concern that excessive roof deflection could negatively impact these glass walls and may cause them to crack. After further review by the architect, it was determined that structural headers should be installed above the three (3) glass partition walls to guard against roof deflection. These headers were not included in the original construction plan set and are therefore an added expense to the Village.

Staff recommends that the resolution authorizing the above change orders as presented be adopted. Given the lead time in ordering materials for both change orders caused these items to be time sensitive, Chairman Mistele and the Mayor were consulted and it was agreed that the change orders be accepted and ratified by the Village Board after-the-fact. Therefore, Change Order #14 was accepted on January 10th and Change Order #16 was accepted on January 13th by Administrator Halik.

ACTION PROPOSED:

Adopt resolution, which will serve to accept the change orders and ratify and confirm the Administrator's prior acceptance of the change orders.

Police Renovation Project
Summary of Change Orders (as of 1/16/17)

Status	Change Order Proposal No.	Change Order Issue No.	Change Order Description	Cost	Board Approved?
Accepted	1	1	Reconstruct Interior Office Walls from Demo.	\$6,901.00	11/14/2016
Accepted	2	2	Alternate Vehicle Carport Manufacturer	(\$7,453.00)	11/14/2016
Rejected	3		Manhole Removal	\$3,378.00	N/A
Accepted	4	7	Exterior Police Logo Revision	\$2,166.00	N/A
Accepted	5	3	Demo & Re-Construct Existing Exterior Door Canopies	\$13,562.00	11/28/2016
Accepted	6	8	Relocate Existing Ductwork to Accommodate 9/11 Artifact	\$1,999.00	N/A
Accepted	7	4	Sally Port Addition Footing Undercut (bearing soil)	\$1,391.00	N/A
Accepted	8	5	Drywall Finish - Conference Room No. 122	\$1,984.00	N/A
Accepted	9	6	Delete Concrete Floor Infills (not required)	(\$4,371.00)	N/A
Rejected	10		Locker Wall CMU Offset Issue	\$9,388.00	N/A
Accepted	11	9	Replace Interior Window (demolished by Village PW)	\$720.00	N/A
Accepted	12	10	Convert Locksets to Integrated Core System for Doors	\$1,342.00	N/A
Accepted	13	11	Header Addition over Door #131A (not shown in plans)	\$2,119.00	N/A
Accepted	14	12	Reinforcement of Storage Room Wall (not shown in plans)	\$1,665.00	N/A
Rejected	15		SA/RA Duct Lining	N/A	N/A
	16		Ceiling Conflicts (plan discrepancies)	\$3,581.00	
Rejected	17		Monument Pier Wall Structural Revisions	\$7,698.00	N/A
Accepted	18	16	Headers Req'd. Over Glass Walls (not shown in plans)	\$5,289.00	1/23/2017
Accepted	19	13	Delete Drywall Soffits in Toilet Rooms 107 & 108	(\$194.18)	N/A
Accepted	20	14	Replace Four (4) Exist. Exterior Doors	\$18,995.00	1/23/2017
Accepted	21	15	Installation of 4" Conduit Per ComEd	\$1,721.00	N/A
Accepted	22	17	Construct Five (5) Glass Wall Header Posts	\$528.00	N/A
	23		Floor Underlayment, R/R Two (2) Exist. Doors	\$13,213.00	
	24		Electric Receptacle Relocation & Additions, Rm. 124/126	\$731.00	
	25		Add Four (4) Electric Receptacles in Training Room	\$4,271.00	

= Accepted

Original Contract Sum: \$3,152,000.00
 Net Change by Change Orders To Date: * \$48,363.82
 % of Net Change Orders to Original Contract Sum: 1.53%
 New Contract Sum: \$3,200,363.82

RESOLUTION NO. 17-R_____

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF PROJECT CHANGE ORDER NUMBER 14 – THE REMOVAL AND REPLACEMENT OF FOUR (4) EXTERIOR DOORS, AND PROJECT CHANGE ORDER NUMBER 16 – THE INSTALLATION OF STRUCTURAL HEADERS OVER GLASS PARTITION WALLS - POLICE EXPANSION/RENOVATION PROJECT, AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDERS

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized to execute project change order number 14, attached hereto as Exhibit "A" and made a part hereof, in the additional amount of \$18,995.00 for the removal and replacement of exterior doors, and project change order number 16, also attached hereto as Exhibit "B" and made a part hereof, in the additional amount of \$5,289.00 to install structural wall headers, both change orders being part of the police building expansion/renovation project. In addition, it is hereby authorized that the Village Administrator's prior execution of said change orders on January 10, 2017 and January 13, 2017, respectively, be and the same are hereby ratified and confirmed.

ADOPTED and APPROVED this 23rd day of January, 2017.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"**L.J. Morse Construction Company**

128 South Broadway

Aurora, IL 60505

PROPOSED CHANGE ORDER

No.00020

(C.O. # 14)

RECEIVED

JAN - 5 2017

VILLAGE OF
WILLOWBROOK

TITLE: Remove and replace exterior doors
PROJECT: Willowbrook Police Facility Renovatn
TO: Attn: Tim Halik
 Village of Willowbrook
 835 Midway Drive
 Willowbrook, IL 60527
 Phone: 630.920.2261 Fax: 630.920.2427

DATE: 01/04/2017
JOB: 2014-052
CONTRACT NO: 1

RE: **To:** **From:** **Number:**

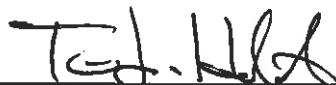
DESCRIPTION OF PROPOSAL

Included are the added costs to replace the four exterior door opening as stated in the RFP prepared by Williams.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Costs per LaForce Quote		1		\$10,802.00	0.00%	\$0.00	\$10,802.00
00002	Demo existing door opening		8		\$107.59	0.00%	\$0.00	\$860.72
00003	Install new frames		8		\$107.59	0.00%	\$0.00	\$860.72
00004	Grout frames in place		6		\$107.59	0.00%	\$0.00	\$645.54
00005	Grout material		12		\$7.00	0.00%	\$0.00	\$84.00
00006	Hang Doors		6		\$107.59	0.00%	\$0.00	\$645.54
00007	Install exit device, no ext trim		1		\$107.59	0.00%	\$0.00	\$107.59
00008	Install exit devices w/ trim		4		\$107.59	0.00%	\$0.00	\$484.16
00009	Install closers		4		\$107.59	0.00%	\$0.00	\$430.36
00010	Install kickplates		2		\$107.59	0.00%	\$0.00	\$215.18
00011	Install thresholds		3		\$107.59	0.00%	\$0.00	\$322.77
00012	Install weatherstripping		4		\$107.59	0.00%	\$0.00	\$430.36
00013	Furnish and install glass per Mark quote		1		\$1,041.00	0.00%	\$0.00	\$1,041.00
00014	LJM OH/P		1		\$1,693.00	0.00%	\$0.00	\$1,693.00
00015	Bonds		1		\$372.06	0.00%	\$0.00	\$372.06

Unit Cost: **\$18,995.00****Unit Tax:** **\$0.00****Total:** **\$18,995.00****APPROVAL:**

By:



Tim Halik

Date:

1-10-17

By:

Louis J. Morse

Date:



Email Quote

1.800.236.8858 • www.laforceinc.com

(ROC276052) • ILLINOIS AGENCY LICENSE #127-001554

Date: December 20, 2016
To: Lou Morse
Company: LJ Morse

Total Pages: 1
From: Vincent A. Belmont
Phone: (920) 491-5990
(800) 672-6795 ext. 2990
Fax: (920) 497-4955
E-mail: vab@laforceinc.com

**Re: Willowbrook Police Station Renovation
Willowbrook IL**

LaForce Job#: 40567

Revised Quote

Lou,

Per your request your price for adding hollow metal doors, hollow metal frames, and hardware for openings 125A, 129A, 138A and 149A based on revised architect proposal dated 12/26/16 is **\$10,802.00** no tax and delivery included.

Please provide written authorization of our quote if we are to proceed with the above changes. No materials can be ordered without your written authorization.

Please call with any questions.

Vincent Belmont
Cc: Jason J Criplean— LaForce Inc.

Authorized by: _____

Company name: _____

Date: _____



Address: 1455 Davis Rd.
Elgin, IL 60123
Phone: 847-695-9840
Fax: 847-695-9583

Date: 9/9/16
Estimate #: CD9916

*****CHANGE ORDER #3 1/4/17*****

TO: LJ Morse
Lou Morse

PROJECT: Willowbrook Police Facility Expansion
7760 Quincy St
Willowbrook, IL

WE HEREBY PROPOSE TO FURNISH AND INSTALL THE ITEMS LISTED BELOW:

Add 1" clear insulated tempered glass at door #138 and sidelight; 4 pieces included

Add 1" clear insulated tempered glass at door #149 and sidelight; 4 pieces included

All doors and frames by others

Material = 565.00
+ 10% OH/P
<hr/>
\$622.00

Labor = 4 @ \$104.83/hour = \$419.32

**TOTAL CO#3: \$1,041.00
Tax Excluded**

ADDENDA: 1

EXCLUSIONS: MBE/WBE participation, Bonds, card readers, Structural Calculations, stamped drawings, water testing, thermal doors, demo by others, TAX, glass for doors J and F, Viracon glass, removal of bullet proof window, new bullet proof window

DELIVERY: Jobsite

TERMS OF PAYMENT: 2%- NET 30 DAYS

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED BY:

RESPECTFULLY SUBMITTED:

MARK INDUSTRIES, LTD.

847-695-9840

CORINNE DOYLE

corinne@markindustries.net

SIGNATURE_____

DATE_____

NOTE- THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 15 DAYS

Exhibit "B"

L.J. Morse Construction Company

128 S Broadway

Aurora, IL 60505

PROPOSED CHANGE ORDER

No.00018

Phone: 630-723-3364

Fax: 630-723-3445

(C. O. #16)

RECEIVED

DEC 28 2016

**VILLAGE OF
WILLOWBROOK**

TITLE: RFI 028 Glass Wall Design
PROJECT: Willowbrook Police Facility Renovatn
TO: Attn: Robert Koeller
 Williams Architects
 500 Park Blvd
 Suite 800
 Itasca, IL 60143
 Phone: 630.221.1212 Fax: 630.221.1220

DATE: 12/28/2016

JOB: 2014-052

CONTRACT NO: 1

RE: **To:**

From:

Number:

DESCRIPTION OF PROPOSAL

- 1) Change partition type A2 at east end of glass wall at room 133 to type A5 partition using 6" x 20 gauge studs and track in lieu of 3-5/8" x 20 gauge studs and track.
- 2) Build box beam header over glass walls at Rms 122, 128 and 133 using (3) 1200S162-97 with (1) 600T125-54 on top and bottom, 3-5/8" x 16 gauge stud braces on 48" centers with (2) 6" x 16 gauge support posts at each end and 1'-0" of drywall on 1 side of header at Rm 133 due to ceiling height difference
- 3) Build type B partition as shown at south end of Conference room 122

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	1) Change wall Type A2 to Type A5 (material cost difference only)		0		\$0.00	0.00%	\$0.00	\$0.00
00002	Credit 3-5/8" x 20 gauge studs and track		1		(\$25.05)	0.00%	\$0.00	(\$25.05)
00003	Add 6" x 20 gauge studs and track		1		\$45.15	0.00%	\$0.00	\$45.15
00004	2) Build Box Beam Header		0		\$0.00	0.00%	\$0.00	\$0.00
00005	Carpenter Labor		20	Hrs	\$107.59	0.00%	\$0.00	\$2,098.00
00006	Taper Labor		2	Hrs	\$101.86	0.00%	\$0.00	\$203.72
00007	Stock and Clean Laborer		2	Hrs	\$94.82	0.00%	\$0.00	\$189.64
00008	Materials		1		\$1,585.76	0.00%	\$0.00	\$1,585.76
00009	3) Build Type B Partition at south end of Rm122		0		\$0.00	0.00%	\$0.00	\$0.00
00010	Carpenter Labor		3	Hrs	\$107.59	0.00%	\$0.00	\$322.77
00011	Taper Labor		1	Hr	\$101.86	0.00%	\$0.00	\$101.86
00012	Stock and Clean Laborer		0	Hrs	\$94.82	0.00%	\$0.00	\$47.41
00013	Materials		1		\$144.87	0.00%	\$0.00	\$144.87
00014	LJM - OH&P		1		\$471.41	0.00%	\$0.00	\$471.41
00015	Bonds		1		\$103.45	0.00%	\$0.00	\$103.45

Unit Cost: **\$5,289.00**

Unit Tax: **\$0.00**

Total: **\$5,289.00**

L.J. Morse Construction Company

128 S broadway

Aurora, IL 60505

PROPOSED CHANGE ORDER

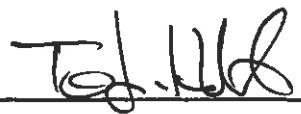
No.00018

Phone: 630-723-3364

Fax: 630-723-3445

APPROVAL:

By:



Date:

1-13-17

By:

Rick Cuthbertson

Date:



REQUEST FOR INFORMATION

Project:	Willowbrook Police Facility Renovation	RFI No:	28.0
To:	Gary Pingel / Williams Architects	Date:	12/19/2016
		Project No.:	2014-052

Please send clarification and/or advise us on the following item(s):

Subject: Glass Wall Design

Reference Drawing: 5 & 14/ A1.1, 4/ A7.3 Specification Section: N/A
RFI-028a & b (attached)

Date Information Required By: N/A Time Extension Required: N/A

This Request for Information (will) (will not) (possibly) require a Change Order.

Information required:

Rms. 122, 128, 133 to receive glass wall. Elev. for walls shown on dwg. A7.3. Elev. & RCP doesn't show header as part of construction, however, there's statement in dtl. 4/A7.3 stating header is req. No dts. provided for design of header. Provide header design that provides for deflection of roof that would protect glass from breaking under load. Be advised track shown in dtl. 4/A7.3 is not deflection track. Also, elevations show glass door located directly against wall, however, floor plan appears to have small glass filler at wall & then the door opening. Please provide detail reflecting desired installation that confirms door hardware can operate properly.

Reply:

1. Unless otherwise noted, at the top of each glass wall, provide:
 - a. Cold-formed box header consisting of (4) 1200S162-97 w/ (1) 600S162-54 top & bottom.
 - b. Cold-formed post consisting of (2) 600S162-54 at each end.
 - c. 3-5/8" metal stud assembly from top of header to bottom of roof deck per 4/ A7.3.
Provide deflection track at roof deck.
2. Notes:
 - a. At north end of glass wall with Door 122A, bear north end of header on existing CMU wall.
Verify in field whether post is required to accommodate height of ceiling track.
 - b. At east end of glass wall with Door 133A, revise wing wall to 7" thick Wall Type "A5".

Submitted By:

Lou Morse / LJ Morse Construction

Answered By:

Robert Koeller / Williams Architects

Signed:

Signed:

Date:

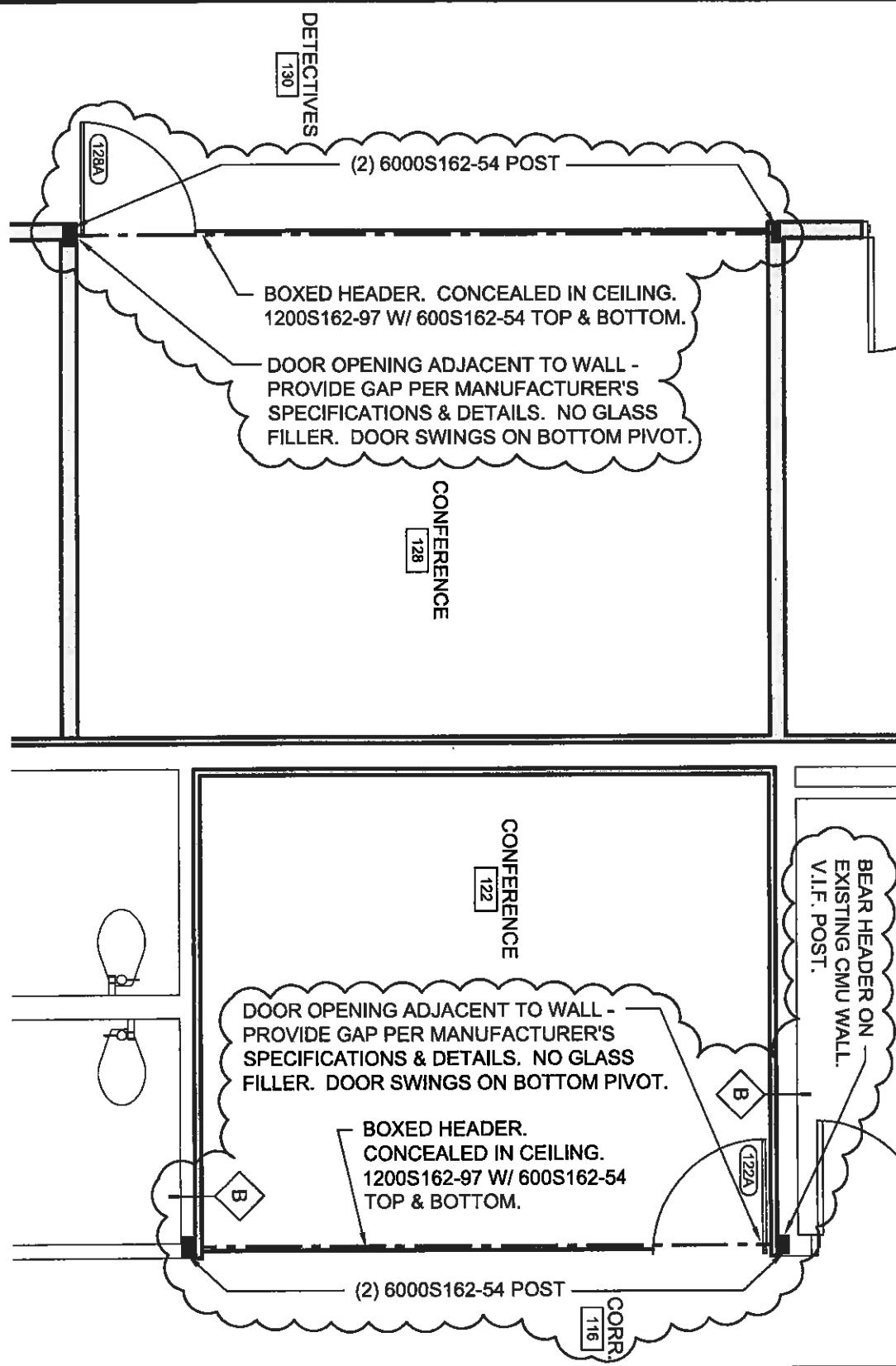
Date: 12/19/2016

Copies to: Lou Morse / LJ Morse Construction
Tim Halik / Village of Willowbrook
Christine Keltner / Integrated Project Management
Gary Pingel / Williams Architects

1

FLOOR PLAN

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



RFI-
028a

VILLAGE OF WILLOWBROOK
POLICE FACILITY
RENOVATION / EXPANSION

7760 SOUTH QUINCY STREET
WILLOWBROOK, ILLINOIS 60527

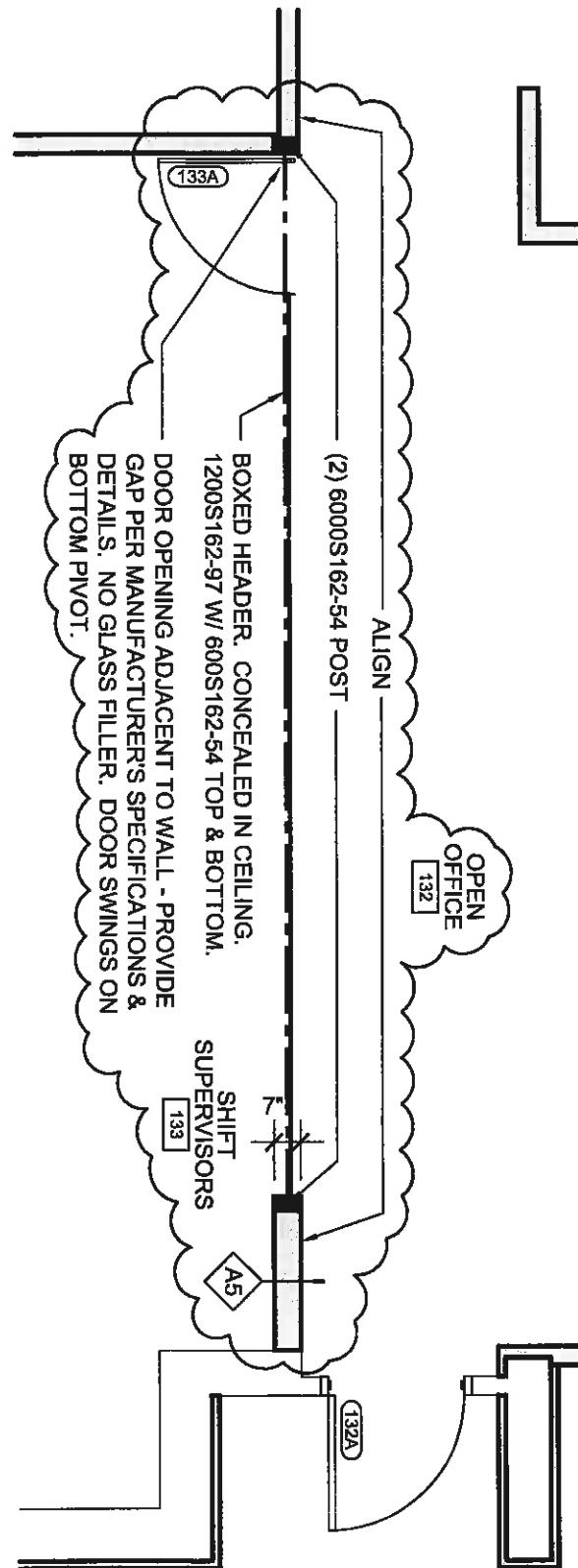
PROJ. NO: 2014-052
DATE: 2016 DEC 19
SCALE: 1/4" = 1'-0"
SHEET NAME:
A1.1

WILLIAMS
ARCHITECTS
451 E. Gardner Dr., Carol Stream, Illinois 60118
Phone 630-221-1212 / Fax 630-221-1220
Williams-Architects.com
© 2016
ARCHITECTS PLANNERS

1

FLOOR PLAN

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



VILLAGE OF WILLOWBROOK
POLICE FACILITY
RENOVATION / EXPANSION
7760 SOUTH QUINCY STREET
WILLOWBROOK, ILLINOIS 60527

PROJ. NO: 2014-052
DATE: 2016 DEC 19
SCALE: 1/4" = 1'-0"
SHEET NAME:
A1.1

WILLIAMS
ARCHITECTS
480 E. Gunderson Dr., Carol Stream, Illinois 60183
Phone 630-221-1212 / Fax 630-221-1220
Williams-Architects.com • 2016
ARCHITECTS PLANNERS

RFI-
028b

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal from Clarke Aquatic Services, Inc. to Provide Aquatic Weed and Algae Control Services throughout the 2017 Season – Prairie Trail Park & Willow Pond Park

AGENDA NO.

5f

AGENDA DATE: 1/23/17**STAFF REVIEW:** Tim Halik, Village AdministratorSIGNATURE: TSH**LEGAL REVIEW:** Thomas Bastian, Village AttorneySIGNATURE: THOMAS BASTIAN TH**RECOMMENDED BY:** Tim Halik, Village AdministratorSIGNATURE: TBH**REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

As a part of the regular maintenance activities for our parks, the Village contracts annually with a vendor to provide aquatic weed and algae control services for park ponds. These services are typically provided within Prairie Trail Park and Willow Pond Park. Given our long-standing arrangement with Clarke Environmental (we have also used them for years to provide mosquito abatement services), The proposal pricing includes servicing two (2) ponds for the price of one (1).

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

In accordance with our informal purchasing policy, since the cost this service exceeds \$2,500 Board authorization is required in order to accept the proposal.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 17-R-_____

**A Resolution Authorizing the Mayor and Village Clerk to Accept a
Proposal from Clarke Aquatic Services, Inc. to Provide Aquatic
Weed and Algae Control Services throughout the 2017 Season –
Prairie Trail Park & Willow Pond Park**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept and sign the proposal from Clarke Aquatic Services, Inc. to provide aquatic weed and algae control service in designated parks throughout the 2017 season in an amount not to exceed \$2,912.00 in accordance with the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 23rd day of January, 2017

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



**CLARKE AQUATIC SERVICES, INC.,
2017 AQUATIC MANAGEMENT SERVICES OUTLINE FOR
VILLAGE OF WILLOWBROOK - PRAIRIE TRAIL PARK & WILLOW POND PARK
(W01370)**

A. 2017 AQUATIC WEED AND ALGAE CONTROL SERVICE

Inspection and treatment program for common regional aquatic weeds and algae for two (2) ponds. See next page for single and multi-year agreement options.

Aquatic Weed and Algae Control (May – Sept) \$2,912.00

IMPORTANT: Please check box if these waters are used for irrigation.

Village of Willowbrook - Prairie Trail Park & Willow Pond Park's customized water management plan includes an inspection, assessment, recommendation, implementation, and customized reports. This integrated approach uses a maximum of eleven (11) inspections. Clarke Aquatic Services (Clarke) will determine the proper treatment program at the time of inspection based on the weather and environmental conditions of the water.

- All Clarke products used are EPA registered and labeled for aquatic use. Product(s) will be applied per label requirements and restrictions.
- Inspections will be scheduled approximately every 14 days in accordance with label restrictions.
- Program does not include removal of plant material, treatment of fluridone-resistant hydrilla, cattails, chara, duckweed, watermeal, or control of rip rap.

Additional Program Options:

Bacteria Treatment Program

Treatments with a custom blend of enzymes, facultative and non-facultative bacteria formulated to metabolize nutrients in the water column and accelerate the breakdown of partially decomposed organic matter, thus reducing algae while decomposing waste and sludge in lake and pond bottoms.

Bacteria Treatment Program..... \$1,720.00

Pond Dye

Clarke recommends a dye treatment program to provide proactive and enhanced benefits to your weed and algae program. Please check the box below to add dye treatments to your Weed and Algae Control program and select a color.

Dye Treatment Program..... \$1,400.00

Blue Dye Black Dye

B. ADDITIONAL SERVICES

Please check other services of interest and your control consultant will contact you with more information.

Weed & Algae Services

- Biological Treatment Options
- Cattail treatment
- Rip Rap Weed Control
- Duckweed & Watermeal Control

Aeration Services

- New Fountain Design, Sales & Install
- New Bottom Diffuser System Design, Sales & Install
- Service Call

Mosquito Control Services:

- Season Long Control Programs
- One Time/Single Event Applications

RECEIVED

JAN 17 2017

**VILLAGE OF
WILLOWBROOK**



**CLARKE AQUATIC SERVICES, INC.,
2017 CLIENT AUTHORIZATION FOR
VILLAGE OF WILLOWBROOK - PRAIRIE TRAIL PARK & WILLOW POND PARK**

1. **Term and Termination:** The term of the Aquatic Weed and Algae Control Service Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2017. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.
2. **Price Increase:** The price for Aquatic Weed and Algae Control Services rendered hereunder may be increased by Clarke Aquatic Services on or after the first day of any Calendar year commencing on January 1, 2018 (a "Price Increase Date") by a percentage which shall not exceed the greater of the percentage increase of the consumer price index during the calendar year which immediately precedes the Price Increase Date or five percent (5%) (The "Price Increase Percentage"). Clarke may petition Village of Willowbrook - Prairie Trail Park & Willow Pond Park at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.
3. **Property Damage:** Allegations of property damage resulting from scheduled Clarke Aquatic Services service must be submitted in a written report, filed directly with respective Control Consultant within five (5) business days. The Clarke Aquatic Services team will review the report, determine a fair and equitable resolution, and respond within a timely manner.
4. **Confidentiality:** This contract, including any additional information provided, contains confidential information. It is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited.
5. **NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for aquatic control services effective October 31, 2011. Clarke is compliant on all required licenses, permits and reporting requirements, including those under the new NPDES permit. Any additional/unforeseen costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.
6. **Program Payment Plan: (Please provide the required information below to process payment.)**

We accept the following (please circle one): VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Name of Credit Card holder: _____

Credit Card #: _____ Exp Date: _____

A. Aquatic Weed & Algae Control Service: One (1) payment due in full June 1st

Please select initial contract term:

2017 Season \$ 2912.00 (total from page 1) 2017 & 2018 Seasons 2017 - 2019 Seasons

B. Additional Services: As specified in the Professional Service Outline, any additional treatments beyond the core program will be due when the treatment is completed.

Signing and returning this document will authorize Clarke Aquatic Services to perform the services stipulated within the limits of this cost estimate unless otherwise stated.

FOR VILLAGE OF WILLOWBROOK - PRAIRIE TRAIL PARK & WILLOW POND PARK:

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

FOR CLARKE AQUATIC SERVICES:

Tim Gardner
NAME: _____

TITLE: Control Consultant
Office: 800-323-5727

DATE: January 16, 2017
tgardner@clarke.com
ROSA7007



CLARKE AQUATIC SERVICES, INC.,
2017-2016 CLIENT INFORMATION FOR
VILLAGE OF WILLOWBROOK - PRAIRIE TRAIL PARK & WILLOW POND PARK

PLEASE ASSIST US IN MAINTAINING OUR RECORDS BY COMPLETING THE FOLLOWING:

INVOICES SHOULD BE SENT TO:

Name: VILLAGE OF WILLOWBROOK
Property Management Company (if applicable): N/A
Address: 835 MIOWAY DRIVE
City: WILLOWBROOK State: IL Zip: 60527
Purchase Order Number: N/A County: DUPAGE
Office Phone: 630.323.8215 Cell: 630.514.3329 Fax: 630.323.0787
E-Mail: THALIK@WILLOWBROOK.IL.US

TREATMENT ADDRESS (if different from above):

Contact Name: ANDREW "AJ" PASSERO
Address: PRAIRIE TRAIL PARK & WILLOW POND PARK
City: WILLOWBROOK State: IL Zip: 60527
County: DUPAGE

CONTACT PERSON FOR VILLAGE OF WILLOWBROOK - PRAIRIE TRAIL PARK & WILLOW POND PARK:

Name: JOHN FENSKE Title: INT. SUPT. OF PARKS
Office Phone: 630.920.2251 Cell: _____ Fax: 630.323.0787
E-Mail: JFENSKE@WILLOWBROOK.IL.US

ALTERNATE CONTACT PERSON FOR VILLAGE OF WILLOWBROOK - PRAIRIE TRAIL PARK & WILLOW POND PARK:

Name: ANDREW "AJ" PASSERO Title: P.W. FOREMAN
Office Phone: 630.323.8215 Cell: 630.514.3329 Fax: 630.323.0787
E-Mail: APASSERO@WILLOWBROOK.IL.US

INSPECTION REPORTS:

Email service reports to the following email addresses:

Email: JFENSKE@WILLOWBROOK.IL.US
 Email: APASSERO@WILLOWBROOK.IL.US
 Email: THALIK@WILLOWBROOK.IL.US

Please sign and return a copy of this completed contract to:

Clarke Aquatic Services; Attention: Tim Gardner
675 Sidwell Court, St. Charles, IL 60174
Phone: 630-461-1658 Fax: 630-443-3070
tgardner@clarke.com

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION TO APPROVE THE FISCAL YEAR 2017/18 BUDGET SCHEDULE	AGENDA NO. 5g
AGENDA DATE: <u>1/23/17</u>	
STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

Attached is the Fiscal Year 2017/18 (May 1, 2017 thru April 30, 2018) proposed Budget Schedule. The schedule generally reflects the same budget process that has been followed in previous years, with the following deviations:

- **Community-wide Citizen Survey:** The Board previously agreed that the Citizen Survey should be completed every-other year. Since the Survey was completed and presented to the Village Board last year, it will be done again later this year in preparation for FY 2018/19 Budget consideration.
- **Goal Setting Workshop:** Given many of our currently established goals consist of multi-year projects, it was decided that a new goal setting workshop was not required at this time as we continue to work on those identified projects during the coming year.
- **Board Budget Preview Presentation:** This presentation was intended to provide the Board with a summary of accomplishments during the previous year, along with raising large issues to be considered in the coming budget process. This presentation is somewhat redundant given the Village State of the Village Address, presented at the same time of year, also provides a summary of prior accomplishments. In addition, pending budget issues to be considered at the Board Budget Workshop are typically raised at the Joint Committee Budget Workshop in February.

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

The Staff Budget Kick-Off Meeting was held on December 21, 2016. Department budgets were due the week of January 16th and will be reviewed by Administrator Halik and Finance Director Dittman. Budget Adjustment meetings will be held the week of February 6th, after which, the draft budget will be prepared for review at a Joint Committee meeting, currently scheduled to occur on February 20th. The Board Budget workshop is tentatively scheduled to occur on March 20th, with final approval of the FY 2017/18 budget to occur at the regular meeting of the Village Board on April 24, 2017.

ACTION PROPOSED:

Approve the FY 2017/18 Budget Schedule.

Fiscal Year 2017/18 Budget Schedule

BUDGET PROCESS EVENT	DATE	STATUS
Community-wide Citizen Survey	N/A – every other year	N/A
Goal Setting Workshop	N/A	N/A
Staff Budget Kick-Off Meeting	December 21, 2016	✓
Department Budget Proposals Due	January 18, 2017	
Department Review of Budget Submittals	Week of January 23, 2017	
Staff Budget Final Adjustments	Week of February 6, 2017	
Joint Committee Review of Proposed Budget	February 20, 2017 (Committees)	
Board Budget Workshop I	March 20, 2017	
Board Budget Workshop II (if needed)	April 10, 2017 (BoT)	
Final Budget Approval	April 24, 2017 (BoT)	



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

6

Mayor

Frank A. Trilla

BUENAVENTURA, JOSE
6602 RODGERS DR
WILLOWBROOK, IL 60527

December 28, 2016

Village Clerk

Leroy R. Hansen

Re: Account 251195.000
PIN #: [REDACTED]
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 342.71 This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 23, 2017, will result in the immediate termination of your water service.

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

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

CAMERON, JULIE & ALLAN
6415 BENTWOOD LN
WILLOWBROOK, IL 60527

December 28, 2016

Village Clerk

Leroy R. Hansen

Re: Account 251045.000
PIN #: XXXXXXXXXX
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 286.44. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 23, 2017, will result in the immediate termination of your water service.

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

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

EST. 1960

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

Mayor

Frank A. Trilla

December 28, 2016

CORNACCHIA, RICHARD & DEBORAH
435 STONEGATE CT
WILLOWBROOK, IL 60527

Village Clerk

Leroy R. Hansen

Re: Account 252895.003
PIN #: [REDACTED]
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 73.55. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 23, 2017, will result in the immediate termination of your water service.

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

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

KEOGH, TERRY
129 SUNSET RIDGE RD
WILLOWBROOK, IL 60527

December 28, 2016

Village Clerk

Leroy R. Hansen

Re: Account 252170.000
PIN #: [REDACTED]
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 167.67. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 23, 2017, will result in the immediate termination of your water service.

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

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

SCHWERTFEGER, GEORGE
6306 MARTIN DR
WILLOWBROOK, IL 60527

December 28, 2016

Village Clerk

Leroy R. Hansen

Re: Account 250075.000
PIN #: [REDACTED]
Delinquent Water Bill

Village Trustees

Sue Berglund

Dear Sir or Madam,

Umberto Davi

Please be advised that your water bill is now delinquent in the amount of \$ 438.53
This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook
Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date.
This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code.
Your failure to satisfy the total amount of this delinquency on or before January 23, 2017, will
result in the immediate termination of your water service.

Terrence Kelly

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

Michael Mistele

Gayle Neal

Paul Oggerino

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You
will need your account number and PIN as listed above. A convenience fee will apply.

Village Administrator

Tim Halik

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

Chief of Police

Mark Shelton

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

Sincerely.

Timothy J. Halik
Director of Municipal Services



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

ZENNER, RICHARD
125 WATERFORD DR
WILLOWBROOK, IL 60527

December 28, 2016

Village Clerk

Leroy R. Hansen

Re: Account 250850.001
PIN #: [REDACTED]
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 202.19. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before January 23, 2017, will result in the immediate termination of your water service.

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

You may pay your bill online by visiting www.willowbrookil.org and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT, INCLUDING APPROVAL OF A FINAL PLAT OF PUD, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, AND RELATED MATTERS – PC 16-07: 635 JOLIET ROAD – COMPASS EVENT CENTER AND ARENA	AGENDA NO. 7 AGENDA DATE: <u>1/23/17</u>
STAFF REVIEW: Anna Franco, Planning Consultant	SIGNATURE: <u>Anna Franco</u>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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

This case first appeared at a public hearing held by the Plan Commission on May 18, 2016 and was continued to a public hearing on July 20, 2016. At this July meeting, the Plan Commission voted to recommended the petition to the Village Board and forwarded their recommendation and their Findings of Fact to the Village Board on July 21, 2016. The Plan Commission included ten (10) recommended conditions for approval, which have been incorporated into the ordinance to approve the Special Use Permit.

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

The petition for the Special Use Permit was submitted by Willowbrook 2012 LLC, who wishes to develop a 45,934 square foot facility that includes a 28,992 square foot indoor soccer facility, and 16,562 square feet of restaurant, bar and golf simulator entertainment spaces.

The multi-use facility will consist of high ceilings to accommodate two “mini” indoor soccer fields with an attractive 3-story structure that parallels the Joliet Road frontage and includes the following:

1. 1st Floor - includes a restaurant, bar, private dining area, and outdoor dining area, as well as a separate parking lot entrance for carry out pick-ups.
2. 2nd Floor - a large mezzanine, with golf simulators and more outdoor balcony areas on the west side, with a “storage mezzanine” on the east side.
3. 3rd Floor - includes a lounge area, with more party rooms, a bar, outdoor patios, and more golf simulators, as well as two offices at the east end of the building.

The petition has been processed as a Planned Unit Development (PUD) due to variations for the Village’s sign ordinance, and therefore a Plat of PUD is also included for approval.

The applicant has been working diligently with Staff over that last year to revise the proposed plans so they are suitable to both the applicant and Village Staff. The applicant has also attempted to vacate a driveway easement between the 7-11 property and the subject property. However, due to difficulty negotiating with the owner of the 7-11 to vacate the easement, the petitioner instead decided to revised their plans to include a driveway between the 7-11 property and the subject property.

ACTION PROPOSED: July 25, 2016: Receive Plan Commission Recommendation.
 January 23, 2017: Consideration of Attached Ordinance.

ORDINANCE NO. 17-O-_____

AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT, INCLUDING APPROVAL OF A FINAL PLAT OF PUD, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, AND RELATED MATTERS - PC 16-07: 635 JOLIET ROAD - COMPASS EVENT CENTER AND ARENA

WHEREAS, on or about January 12, 2016, Willowbrook 2012 LLC, as applicant, filed an application with the Village of Willowbrook ("VILLAGE") 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 grant a special use permit for a Final Planned Unit Development for the construction development and operation of a 45,934 square foot facility that includes a 28,992 square foot indoor soccer facility, and 16,562 square feet of restaurant, bar and golf simulator entertainment spaces on SUBJECT REALTY ("Project"), grant certain waivers from the requirements of the Zoning Ordinance of the Village, and authorize off-site improvements to adjoining Joliet Road, and related matters; and,

WHEREAS, Notice of Public Hearing on said application was published on or about April 27, 2016, in a newspaper having general circulation within the Village, to-wit, The Suburban Life newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about May 18, 2016, and on July 20, 2016, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

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

WHEREAS, the Plan Commission forwarded its recommendations, including its Findings of Fact for the Project, in a report dated July 21, 2016 to the Mayor and Board of Trustees on or about July 25, 2016, 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 Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: That the Findings of Fact for the Project pursuant to 9-14-5.2 of the Village Code of the Village of Willowbrook made by the Plan Commission in its recommendation attached hereto as Exhibit "B" are hereby adopted by the Mayor and Board of Trustees.

SECTION TWO: That passage of this Ordinance shall constitute approval of the Final Planned Unit Development, pursuant to the "Compass Area Planned Unit Development" plans, as prepared by Krisch Land Surveying LLC, consisting of two (2) sheets, with a latest revision date of December 12, 2016 for the Project and attached hereto as Exhibit "C".

SECTION THREE: 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 9-6C-2 of the Zoning Ordinance of the Village of Willowbrook, so as to permit a planned unit development strictly for the Project.

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

- A. That Section 9-6C-3(E)1 "Minimum Front Yard Setback", be varied to reduce the minimum front yard setback from sixty feet (60') to forty-five point two six (45.26'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- B. That Section 9-6C-3(E)4 "Minimum Rear Yard Setback", be varied to reduce the minimum rear yard setback from forty feet (40') to twenty-four feet (24'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- C. That Section 9-6C-3(F) "Maximum Height", be varied to increase the maximum building height from thirty feet (30') to forty-nine point eight feet (49.8'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".

- D. That Section 9-6C-3(H) "Maximum Floor Area Ratio", be varied to increase the maximum floor area ratio from 0.3 to 0.33, per the "Compass Arena Architectural Plans", attached hereto as Exhibit "D".
- E. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the interior side yard parking lot setback from the east property line from ten feet (10') to nine point seven five feet (9.75'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- F. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the rear yard parking lot setback from the south property line for the driveway pavement around the building from ten feet (10') to zero feet (0'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- G. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the front yard parking lot setback from the north property line for the driveway pavement around the building of the building from fifteen feet (15') to twelve point five feet (12.5'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- H. That Section 9-10-5(G)3 "Interior Parking Lot Landscaping" be varied to reduce the amount of open space and number of interior parking lot landscape islands from one every 20 spaces in accordance with the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- I. That Section 9-10-5(G)3 "Interior Parking Lot Landscaping" be varied to allow ornamental tree plantings instead of shade tree plantings for landscaped parking islands in accordance with the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".
- J. That Section 9-11-11(B)2 "Sign Location", be varied to allow building mounted sign to exceed a height of twenty feet (20') for the signage on the north and south elevations of the building, per the "Compass Arena Architectural Plans", attached hereto as Exhibit "D".
- K. That Section 9-14-2.23(B)3(d) "Border Plantings and Foundation Plantings" be varied to reduce the minimum foundation landscape area from seven feet (7') to two feet (2') at the north and south building facades, per the

"Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".

L. That Section 9-14-2.23(B)3(c) "Ornamental Trees" be varied to reduce the minimum ornamental tree requirements from forty-four (44) trees to thirty-five (35), per the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".

M. That the applicable landscape provision in Sections 9-6-1(D), 9-10-5(G), and 9-14-2.23 be varied pursuant to the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".

SECTION FIVE: That the Mayor and Village Clerk are hereby authorized to execute the Planned Unit Development Agreement strictly for the Project in substantially the form attached hereto as Exhibit "E".

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

(A) Construction on the SUBJECT REALTY is subject to the issuance of building permits, which shall not be authorized by the Village until the Owner submits the following:

1. An executed Planned Unit Development Agreement in substantially the form attached hereto and incorporated herein as Exhibit "E", and tender the security required by such Agreement.
2. Executed security in a form approved by the Village Attorney in the amount of 110 percent (110%) of the Engineer's Estimate of Costs approved by the Village Engineer.

3. Prior to the issuance of any construction permits, the Owner shall submit an executed "Traffic Regulation Agreement", attached hereto as Exhibit "F".
4. Mylars of the Plat of PUD, including all signatures except Village Signatures.

(B) The special use permit for the Final Planned Unit Development shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use for the Final Planned Unit Development by the Village Board.

(C) Cigar Lounge use is not allowed.

(D) Delivery trucks and other vehicles along the driveway of the west side of the principal building may not be left idling at any time, and must leave the loading dock area immediately after loading and/or unloading is complete.

(E) Outdoor dining and restaurant seating is not allowed on the Subject Realty except where identified as "Outdoor Dining" on the "Compass Arena" architectural plans (as hereinafter defined).

(F) All landscaped areas shall be constructed and landscape material installed prior to the issuance of any permanent occupancy permit for the SUBJECT REALTY, or such earlier time as is reasonably practical.

(G) Construction of any off-site improvements to the adjoining Joliet Road rights-of-way is subject to final written approval by the Illinois Department of Transportation and the Village of Willowbrook, payment of any related fees, and shall not be authorized by the Village until the Owner supplies the Village with an executed security in a form approved by the Village Attorney in the amount of 110 percent (110%) of the Engineer's Estimate of Costs for the off-site improvements, approved by the Village Engineer.

(H) The Owner shall obtain all necessary permits from IDOT prior to perform any work within the Joliet Road right of way.

- (I) Prior to the issuance of any temporary or final certificate of occupancy, Owner shall complete the improvements to the south side of Joliet Road along the frontage of the SUBJECT REALTY as shown in the "Compass Arena" engineering plans.
- (J) All public improvements in the Joliet Road rights-of way shall be installed by the Owner pursuant to the "Planned Unit Development Agreement", attached hereto as Exhibit "E", and are subject to Illinois Department of Transportation ("IDOT") inspection and approval.
- (K) Parking Lot Striping shall be completed as indicated on Exhibit "B" of the Traffic Regulation Agreement, attached hereto as Exhibit "F".
- (L) A permit is required from DuPage County Public Works for the sanitary sewer connection "prior to the Village issuing a building permit.
- (M) The design and construction of the potable water and fire suppression system shall be in conformance with Village Code.
- (N) Signed and sealed shop drawings for the parking lot light foundation over the underground detention vault must be submitted for review.
- (O) Signed and sealed shop drawings for the underground detention vault must be submitted for review.
- (P) Once the owner selects an electrical contractor for the project, complete parking lot light catalog cuts and photometric analysis must be submitted for review.
- (Q) Signed and sealed design drawings must be submitted for review for all retaining walls.
- (R) A separate sign permit shall be obtained for the signage on the north and south building elevations pursuant to the Village Code.
- (S) That all construction, use, development and maintenance related to the Compass Event Center & Arena Development Project be in strict accordance with the evidence, testimony and 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.

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

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

PASSED and APPROVED this 23rd day of January, 2017.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 2 IN BARTON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2001 AS DOCUMENT R2001-007978 AND RE-RECORDED MARCH 20, 2002 AS DOCUMENT R2002-078679, IN DUPAGE COUNTY ILLINOIS.

PIN: 09-26-401-005-0000

ADDRESS: 635 Joliet Road

EXHIBIT "B"

PLAN COMMISSION RECOMMENDATION AND FINDINGS OF FACT

Recommendation Letter

M E M O R A N D U M

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

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

DATE: July 21, 2016

SUBJECT: Zoning Hearing Case 16-07: Compass Event Center, 635 Joliet Road. Consideration of a petition for a special use permit for a Planned Unit Development, including such relief, exceptions and variations from Title 9 and Title 10 of the Village Code.

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

MOTION: Made by Lacayo seconded by Kaucky that based on the submitted petition and testimony presented, I move that the Plan Commission forward its findings of fact to the Mayor and Village Board for a Special Use Permit as shown in Attachment 1 of the Staff Report prepared for the July 20, 2016 Plan Commission for PC 16-07, and recommend approval of a Special Use Permit for a Planned Unit Development, including such relief, exceptions and variations from Title 9 and Title 10 of the Village Code, as outlined in this Staff Report, prepared for the May 18, 2016 Plan Commission meeting for PC 16-07, to develop a 45,934 square foot facility that includes a 28,992 square foot indoor soccer facility, and 16,562 square feet of restaurant, bar and golf simulator entertainment space, subject to the following conditions:

1. The submitted revised engineering plans, included as Attachment 2, be completed as reviewed and approved by the Village Engineer.

2. The applicant shall provide a copy of the document that granted the existing Ingress and Egress Easement on the east end of the subject property to Village Staff.
3. The applicant shall work with the owners of the 7-11 property to amend or eliminate the existing Ingress and Egress Easement on the east end of the subject property and provide Staff with new documentation of the amended or eliminated Ingress and Egress Easement.
4. The applicant shall revise existing plans to eliminate the two (2) digital signs directed to I-55 and reduce the size of the front wall sign and the monument sign to be in conformance with the Village code.
5. The special use permit shall be null and void if construction for the proposed use is not commenced and a certificate of occupancy is not granted within twelve (18) months of the date of any approval of the special use by the Village Board.
6. Plans shall be submitted prior to the Village Board meeting specifying the fire hydrant locations to be approved by Tri-State Fire Protection District 1.
7. The applicant shall include proposed use on the approved plans, prior to Village Board approval. Future modifications to the use of any room subject to administrative review to determine whether a major change amendment is required based on parking.
8. The petitioner and Village Staff will collaboratively investigate the feasibility of burying the power wire and removing the pole west along the north side of Frontage Road as part of the project.
9. A parking agreement shall be executed to accomplish the following:
 - a. Stipulates parking near the front for "Employees Only"
 - b. Parking shall be in designated parking spaces only (drive aisles shall be kept clear)

c. Semis shall not park on the site, except in the one loading spot and only when loading and unloading products.

10. Cigar Lounge use is not allowed.

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

MOTION DECLARED CARRIED

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

WR:jp

EXHIBIT "B" (CONTINUED)

Findings of Fact

Special Use and Planned Unit Development Standards:

The Willowbrook Zoning Ordinance requires special uses and PUDs to meet certain standards. These standards are listed below, along with proposed findings for the Plan Commission's consideration and refinement.

Special Use Standards:

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

Finding: The proposed special use and planned unit development for Compass Arena will not be detrimental to or endanger the public health, safety, comfort or general welfare of persons residing or working in the vicinity of the campus or the community. In contrast, the proposed improvement of Compass Arena should improve the general welfare of the community by providing additional venues for athletic and recreational events and social activities for area residents. Further, as the subject property now sits vacant, any improvement to the property by Compass Arena will cause real estate taxes collected against the property to be increased. Accordingly, Compass Arena will benefit the local taxing districts. Further, with a limited retail component, Compass Arena should create additional sales tax revenue creating a further benefit to the community.

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

Findings: We are confident that there will be no harmful effects to the community based upon the development of Compass Arena. If there were any such harmful effects, they would be mitigated by the far distance that Compass Arena will sit from any residential properties. The Applicant has worked with the Village in preparing this application and will work with its neighbors to erect Compass Arena in the least intrusive manner for the community. Based on the foregoing, the Applicant is confident that the establishment of Compass Arena will have a beneficial and not harmful effect on the neighboring community.

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

Findings: It is important to note that the proposed site of Compass Arena sits not immediately adjacent to any improved residential properties in the Village. Those improved properties neighboring Compass Arena include a restaurant and retail convenient store, which are two uses that will be complimented by Compass Arena. As such, Compass Arena will be very hospitable to the surrounding uses, and will not impede the normal and orderly development of any surrounding properties.

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

Findings: Compass Arena is being developed from unimproved and vacant property. As depicted on the attached engineering plans, the subject property will be improved with adequate utilities, access roads, and drainage to service the site.

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

Findings: As reflected in the attached Traffic Impact study conducted by Keniq, Lingren, O'Hara, Aboona, Inc. ("KLOA"), the development is being designed and constructed to ensure that the improved site is developed with adequate ingress and egress to service the site and minimize traffic congestion in the public streets. The site will be developed to accommodate garbage trucks, emergency vehicles and the maneuvering of large vehicles throughout the site.

(F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Findings: As reflected in the attached Traffic Impact study conducted by Keniq, Lingren, O'Hara, Aboona, Inc. ("KLOA"), the development is being designed and constructed to ensure that the improved site is developed with adequate ingress and egress to service the site and minimize traffic congestion in the public streets. The site will be developed to accommodate garbage trucks, emergency vehicles and the maneuvering of large vehicles throughout the site. standards in the B-3,

General Business District, the underlying zoning district. As you are aware, Compass Arena will be a comprehensive 53,000 square foot recreational center which the Applicant requests to have zoned as a planned unit development. As you are also aware, permitted uses in the B-3 District include, "...Physical culture and health service gymnasiums, and exercising salons." Further special uses include "...driving ranges...", "Restaurants and banquet halls..." and "catering establishments..." Essentially, Compass Arena is composed of a series of allowed uses in the B-3 zoning district. Noting the congruity between the proposed uses for Compass Arena and the terms of the zoning code, Compass Arena will fit in the essential character of the community and is compatible with the B-3 zoning district.

However, there are several requirements of the B-3 District that Compass is seeking relief from through the PUD process. Under the setback requirements for the B-3 District, a minimum front yard of sixty (60) feet is required. The Compass Arena will only have a front yard setback of forty-four (44) feet. The minimum rear yard setback of forty feet (40) is required, while Compass Arena will have only a twenty-four (24) foot rear yard setback. The Bulk Regulations for the B-3 District also have a maximum height requirement of thirty (30) feet. However, the proposed Compass Arena will have a height of forty (40) feet to the underside of the roof, forty-seven (47) feet to the top of the roof, and forty-nine (49) feet to the top of the parapet. Additionally, the maximum floor area ratio under the B-3 Bulk Regulations is 0.3, while the proposed Compass Arena will have a slightly higher floor area ratio of .33.

Please note that the soccer games described within the application will be played on teams with 4 on-field players and 1 goalie playing for each team, with no referees or coaches. As such, a maximum of 20 total people will be utilizing the 2 soccer fields at any given time, alleviating the need for additional parking spaces for the additional players, coaches, or referees.

Additionally, Compass will be seeking relief from the signage restrictions of the B-3 District. The proposed Compass Arena will have a total of seven signs. On the south facade, Compass Arena will have three LED signs, with two of them at a size of 480 square feet, and one at a size of 720 square feet. On the north facade of the Arena, Compass proposes to place two signs, with one at 480 square feet and the other at 100 square feet. On the east facade of the

(G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-0-05, 1-27-1997)

Findings: No Finding.

EXHIBIT "C"

PLAT OF PLANNED UNIT DEVELOPMENT

**Final Plat Of
COMPASS ARENA PLANNED UNIT DEVELOPMENT**

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE PUBLIC HIGHWAY KNOWN AS THE CHICAGO AND JOLIET ROAD LYING NORTH OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF F.A.I. ROUTE 55, IN DUPAGE COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE:

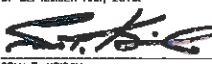
STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.

THIS IS TO CERTIFY THAT L SEAN T. KRISCH, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3082, HAVE SURVEYED AND PLATED THE PLANNED UNIT DEVELOPMENT DESCRIBED AS FOLLOWS:
LOT 2 IN BARTON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2001 AS DOCUMENT NUMBER R2001-007978 AND RE-RECORDED MARCH 20, 2002 AS DOCUMENT NUMBER R2002-078579, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE FOREGOING DESCRIBED PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WILLOWBROOK WHICH HAS ADOPTED AN OFFICIAL PLAN.

THE PROPERTY DESCRIBED HEREIN FALLS WITHIN ZONE "X" DEFINED AS AN AREA TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER EXAMINATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 17043C0909H (VILLAGE OF WILLOWBROOK COMMUNITY PANEL NUMBER 173222 0909 H0), EFFECTIVE DATE OF DECEMBER 16, 2004.

GIVEN UNDER MY HAND AND SEAL AT PLAINFIELD, ILLINOIS, THIS 12th DAY OF SEPTEMBER A.D. 2016.



SEAN T. KRISCH
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3082
MY LICENSE EXPIRES NOVEMBER 30, 2018.



OWNERS CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF _____ } S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREON SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____ A.D. 2016.

NOTARY CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF _____ } S.S.

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM A PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D. 2016, AT _____ ILLINOIS.

NOTARY PUBLIC

RECODER OF DEEDS CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS AFORESAID ON THE

____ DAY OF _____ A.D. 2016, AT _____ O'CLOCK _____ M.

RECODER OF DEEDS

SPECIAL ASSESSMENT CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.

I, _____ VILLAGE CLERK OF THE VILLAGE OF WILLOWBROOK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY

OF _____ A.D. 2016.

VILLAGE CLERK

UTILITY EASEMENT PROVISIONS

ALL EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTY INDICATED AS PUBLIC UTILITY EASEMENT AND/OR PUBLIC UTILITY AND DRAINAGE EASEMENT ON THIS PLAT ARE HEREBY RESERVED FOR, AND GRANTED TO THE VILLAGE OF WILLOWBROOK, AND TO UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, AMERITECH, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, AND THEIR SUCCESSORS, AND ASSIGNS JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN, RENEW, RELOCATE, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF GAS, WATER, ELECTRICITY, AND SOUNDS AND SIGNALS, TOGETHER WITH STORMWATER, SANITARY SEWER AND ANY OTHER FACILITIES USED IN THE TRANSMISSION, DISTRIBUTION AND TRANSPORTATION OF ANY CONDOMINIUM, A GROUND OR GASLINE, STATE IN UNDER, ACROSS, ALONG, AND UPON THE SURFACE OF THE PROPERTY BOUNDED BY THE LOT LINES AND DOTTED LINES ON THE PLAT MARKED AS "SUCH EASEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, PROVIDED THAT THE OWNER OF THE EASEMENT SHALL INSTALL, MAINTAIN, RELOCATE, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR IN ADJACENT LOTS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN PROVIDED, PROVIDED THAT THE OWNER OF THE EASEMENT SHALL NOT PLACE OBSTRUCTIONS OVER GRANTEES FACILITIES OR ON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER THE PROPERTY BOUNDED BY THE LOT LINES AND DOTTED LINES, MARKED EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER OF THE EASEMENT. PROVIDED THAT THE OWNER OF THE EASEMENT SHALL NOT ALTER THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE ABOVE DESCRIBED EASEMENT PROVISIONS ALSO APPLY TO THOSE PUBLIC UTILITIES AND SYSTEMS UNDER FRANCHISE TO THE VILLAGE OF WILLOWBROOK.

STORMWATER DRAINAGE AND DETENTION RESTRICTIONS AND EASEMENTS

FOR THE PURPOSE OF PROMOTING SUFFICIENT DRAINAGE AND FLOOD CONTROL FOR THE BENEFIT OF THE SUBDIVISION AND PUBLIC GENERALLY, THE FOLLOWING EASEMENTS AND RESTRICTIONS ARE HEREBY DECLARED AS BEING WITHIN THE PLAT, BEING BOUND UPON THE OWNER OF THE SUBDIVISION AND IT'S SUCCESSORS, HERIS, EXECUTORS, ADMINISTRATORS AND ASSIGNS:

A PERPETUAL EASEMENT FOR STORMWATER DETENTION AND DRAINAGE PURPOSES IS HEREBY GRANTED TO THE VILLAGE OF WILLOWBROOK, AND THE PUBLIC GENERALLY, IN, OVER, UNDER, THROUGH, AND UPON THE AREAS MARKED AS "DRAINAGE EASEMENT AND/OR PUBLIC UTILITY EASEMENT" AS SHOWN ON THE PLAT, BOUND BY THE LOT LINES AND DOTTED LINES SHOWN ON THIS PLAT OF SUBDIVISION. SAID GRANT OF EASEMENT SHALL INCLUDE THE RIGHT TO KEEP, MAINTAIN, CONSTRUCT, IMPROVE, REPAIR, AND RELOCATE DRAINAGE FACILITIES AND APPURTENANCES THERETO, OVER, THROUGH, AND UPON SAID EASEMENT AREAS, AND TO ENTER UPON SAID EASEMENT AREAS FOR THOSE PURPOSES.

THE OWNERS OF EACH LOT UPON WHICH SAID EASEMENT ARE LOCATED AND/OR THEIR SUCCESSORS, HERIS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, SHALL MAINTAIN SAID EASEMENT AREAS UPON SUCH LOT, AND NO OBSTRUCTIONS SHALL BE PLACED, NO ALTERATIONS MADE IN, UPON OR OVER THE PROPERTY, OR DIMINISH STORMWATER DRAINAGE OR RETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREAS, AS A MATTER OF RIGHT, BUT NOT DUTY, THE VILLAGE OF WILLOWBROOK IS HEREBY GRANTED THE RIGHT TO REMOVE ANY OBSTRUCTIONS, MAINTAIN, AND PERFORM ANY SUCH MAINTENANCE, REMOVE ANY SUCH OBSTRUCTIONS AND/OR CORRECT ANY SUCH ALTERATIONS ON SAID EASEMENT AREAS, AND ANY EXPENSES INCURRED BY THE VILLAGE IN THE EXERCISE OF SUCH RIGHT SHALL BE BILLED TO THE OWNER OF THE PROPERTY WHEREIN SUCH MAINTENANCE IS PERFORMED, SUCH OBSTRUCTIONS ARE REMOVED AND/OR SUCH ALTERATIONS ARE CORRECTED.

**EASEMENT PROVISIONS
NORTHERN ILLINOIS GAS COMPANY**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATED "EASEMENT" AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, WHETHER PUBLIC OR PRIVATE, SEPARATELY OWNED OR SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS, OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
AMERITECH, GRANTEES,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, UNDER, ACROSS, AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT, BOUND BY THE LOT LINES AND DOTTED LINES, MARKED AS "EASEMENT", THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE TOGETHER WITH THE RIGHT TO INSTALL, REQUIRE, SERVICE AND MAINTAIN THE SAME, AND THE RIGHT TO REMOVE, ALTER, OR RELOCATE THE SAME, OR TO MAKE ANY OTHER IMPROVEMENTS THEREON, OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE OWNERSHIP AND USE OF THE PROPERTY. THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, WHETHER PUBLIC OR PRIVATE, SEPARATELY OWNED OR SHOWN ON THIS PLAT, BOUND BY THE LOT LINES AND DOTTED LINES, REFERRED TO AS THE "COMMON ELEMENTS". THE PROPERTY DESCRIBED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA", THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT NOT REAR YARDS, COURTYARDS, OR COURTYARDS OWNED BY A BUILDING, SERVICE BUSINESS, DISTRICT OR STRUCTURE, SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT, RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER UPON WRITTEN REQUEST.

KRISCH LAND SURVEYING LLC

P.O. Box 928 PLAINFIELD, IL 60544-0928
PHONE: (800) 622-4588 FAX: (630) 527-5594
www.krischlandsurveying.com
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COMPASS REAL ESTATE HOLDINGS, LLC
15W580 N. FRONTAGE ROAD
BURR RIDGE, IL 60527

COMPASS ARENA
635 JOLIET ROAD
WILLOWBROOK, IL 60527

PROJECT
15-BIS
15-BIS, PUDDING
SCALE
1" = 40'
SHEET
2 of 2
DRAWN BY
SJK

Exhibit "D"

APPROVED PLANS

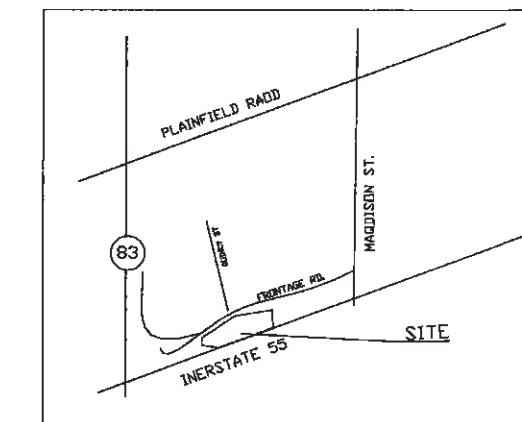
1. Compass Arena Final Engineering Plans, prepared by Southwest Engineering Consultants, Inc., latest revision dated 12/9/16, (20 Sheets).
2. Compass Arena Final PUD Plat, prepared by Krisch Land Surveying LLC, latest revision dated 12/12/16 (2 Sheets).
3. Compass Arena Final Landscape Development Plans, prepared by Robert Fleck, latest revision dated 12/14/16 (1 Sheet).
4. Compass Arena Architectural Plans, prepared by R. Vari and Associates, dated 8/16/16 (9 Sheets).
5. Compass Arena Construction Schedule, prepared by Rose Development Corp., dated 1/12/17 (2 Sheets).
6. Final Engineer's Opinion of Probably Construction Cost for Site Development, prepared by Southwest Engineering Consultants, Inc., latest revision date 12/09/16, (2 Sheets).

COMPASS ARENA

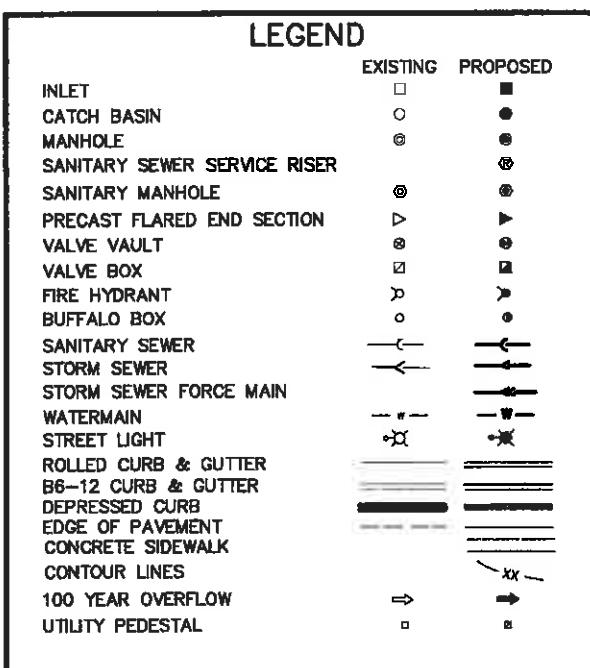
WILLOWBROOK, ILLINOIS

INDEX

1. COVER SHEET
2. EXISTING CONDITIONS
3. GEOMETRIC STRIPING & LIGHTING PLAN
4. GRADING PLAN
5. UTILITY PLAN
- 6.-8. SOIL EROSION SEDIMENT CONTROL PLAN
9. SPECIFICATIONS
10. DETAILS
11. JOLIET ROAD PAVEMENT REMOVAL AND UTILITY PLAN
12. JOLIET ROAD DETAILS
- 13-14 JOLIET ROAD CROSS SECTIONS & DETAILS
15. LIGHTING NOTES AND DETAILS
- 0.0-4.0 STORMTRAP DETAILS



LOCATION MAP



SITE DATA TABLE

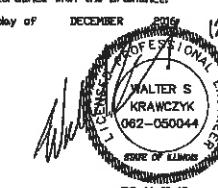
TOTAL SITE AREA	3.657 ACRE	
IMPERVIOUS AREA EXISTING	0.473 ACRE	12.93%
IMPERVIOUS AREA PROPOSED PAVEMENT AND BUILDING	2.952 ACRE	80.72%
IMPERVIOUS AREA TO REMAIN	0 SQ-FT	
PERCENTAGE OF IMPERVIOUS AREA GAIN	2.479 ACRE	67.78%



STORMWATER STATEMENT
To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of this development/redevelopment or any part thereof, or, that if such surface water drainage will be changed, reasonable provisions have been made to divert such surface waters into public areas or drains which the County/Developer has a right to use, that such surface waters will be planned for in accordance with generally accepted engineering practices, so as to reduce the likelihood of damage to the adjoining property because of the construction of the development/redevelopment.

To the best of our knowledge and belief, this development meets the minimum criteria for stormwater management in accordance with the Ordinance.

Dated this 9 day of DECEMBER 2016



SEC	REVISIONS	FINAL ENGINEERING COMPASS ARENA 635 JOLIET RD. WILLOWBROOK, IL	COVER SHEET	PROJECT NO. 071014 DATE 1-16-15 SCALE NONE DESIGNED BY WSK DRAWN BY WSK CHECKED BY DMK	1 OF 15
1	1. REVISED PER VILLAGE REVIEW 8-16-16 2. REVISED PER VILLAGE & ROOT REVIEW 12-9-16	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 559 560 561 562 563 564 565 566 567 568 569 569 570 571 572 573 574 575 576 577 578 579 579 580 581 582 583 584 585 586 587 588 589 589 590 591 592 593 594 595 596 597 598 599 599 600 601 602 603 604 605 606 607 608 609 609 610 611 612 613 614 615 616 617 618 619 619 620 621 622 623 624 625 626 627 628 629 629 630 631 632 633 634 635 636 637 638 639 639 640 641 642 643 644 645 646 647 648 649 649 650 651 652 653 654 655 656 657 658 659 659 660 661 662 663 664 665 666 667 668 669 669 670 671 672 673 674 675 676 677 678 679 679 680 681 682 683 684 685 686 687 688 689 689 690 691 692 693 694 695 696 697 698 699 699 700 701 702 703 704 705 706 707 708 709 709 710 711 712 713 714 715 716 717 718 719 719 720 721 722 723 724 725 726 727 728 729 729 730 731 732 733 734 735 736 737 738 739 739 740 741 742 743 744 745 746 747 748 749 749 750 751 752 753 754 755 756 757 758 759 759 760 761 762 763 764 765 766 767 768 769 769 770 771 772 773 774 775 776 777 778 779 779 780 781 782 783 784 785 786 787 788 789 789 790 791 792 793 794 795 796 797 798 799 799 800 801 802 803 804 805 806 807 808 809 809 810 811 812 813 814 815 816 817 818 819 819 820 821 822 823 824 825 826 827 828 829 829 830 831 832 833 834 835 836 837 838 839 839 840 841 842 843 844 845 846 847 848 849 849 850 851 852 853 854 855 856 857 858 859 859 860 861 862 863 864 865 866 867 868 869 869 870 871 872 873 874 875 876 877 878 879 879 880 881 882 883 884 885 886 887 888 889 889 890 891 892 893 894 895 896 897 898 899 899 900 901 902 903 904 905 906 907 908 909 909 910 911 912 913 914 915 916 917 918 919 919 920 921 922 923 924 925 926 927 928 929 929 930 931 932 933 934 935 936 937 938 939 939 940 941 942 943 944 945 946 947 948 949 949 950 951 952 953 954 955 956 957 958 959 959 960 961 962 963 964 965 966 967 968 969 969 970 971 972 973 974 975 976 977 978 979 979 980 981 982 983 984 985 986 987 988 989 989 990 991 992 993 994 995 996 997 998 999 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1019 1020 1021 1022 1023 1024 1025 1026			

TOPOGRAPHIC MAP

LOT 2 IN BARTON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2001 AS DOCUMENT NUMBER R-2001-007978 AND RE-RECORDED MARCH 20, 2002 AS DOCUMENT R2002-0798878 IN DUPAGE COUNTY, ILLINOIS.

{ COMMON ADDRESS: # 635 JOLIET ROAD WILLOWSBROOK, ILLINOIS.)
PREPARED DATE: JUNE 21, 2014 (PRELIMINARY)
REV. 1 : JULY 8, 2014 - ADD CONTOURS, ELEVATIONS @ SWX & SEWER INVERTS
REV. 2 : DEC. 14, 2014 - REMOVED CONTOURS / ADDN. SHOTS POST TRFF REMOVAL

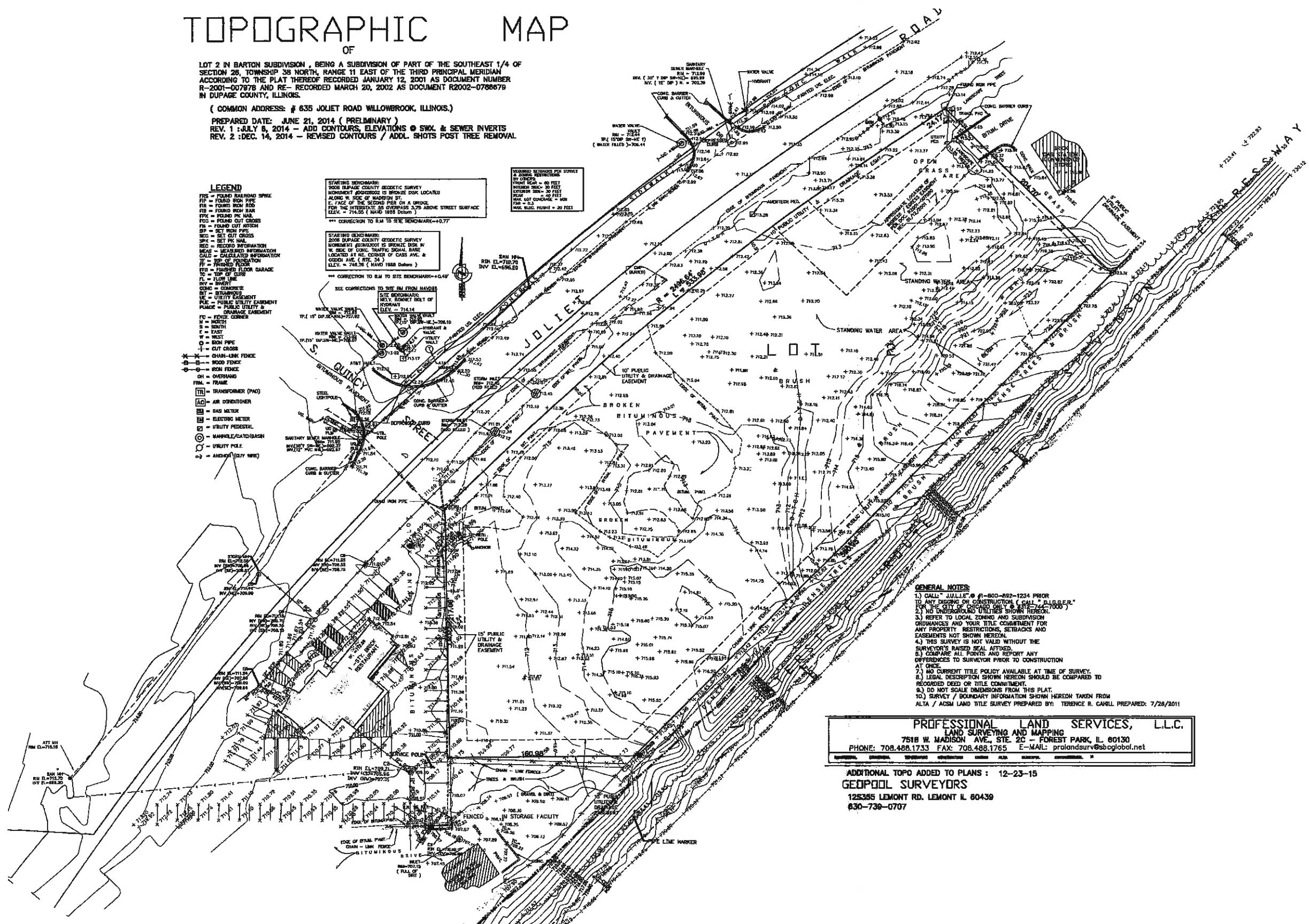
1 EGF

FIG.	FOUND RAUMD SPIKE
FPI	FOUND IRON PIPE
FRI	FOUND IRON ADD
FPA	FOUND PLATE ADD
FPK	FOUND PK NAME
FCC	FOUND CUT CROSS
FCCS	FOUND CUT CROSS
SPC	SET CROWN PIPE
SGC	SET CUT CROSS
REC	RECORD INFORMATION
MEAS	MEASURED INFORMATION
INF	INFORMATION
TFP	TOP OF FOUNDATION
TFP	TOP FINISHED FLOOR
TOE	TOP OF CROWN
TRW	TOP OF RAVINE
CONC	CONCRETE
VE	UTILITY EASEMENT
UE	UTILITY EASEMENT
PUB	PUBLIC UTILITY
PLUG	PLUG POSITION
DE	DRAINAGE EASEMENT
FC	FORWARD CORNER
N	NORTH
S	SOUTH
E	EAST
W	WEST
IP	IRON PIPE
CUT	CUT CROSS
—	CHAIN-LINE FENCE
—	WOOD FENCE
—	IRON FENCE
ON	OVERHAND FRAME
TR	TRANSFORMER (PAO)
AC	AIR CONDITIONER
BM	BAS METER
EM	ELECTRIC METER
UP	UTILITY PEDESTAL
MH	MANHOLE/CATCH/BASIN
UP	UTILITY POLE
AGW	ANCHOR/GROUND WIRE

STARTING BENCHMARK
3000' ELEV. COUNTY GEODETIC SURVEY
MONUMENT #42000000 IS BRONZE DISK LOCATED
ALONG W. SIDE OF MADISON ST.
E. FACE OF THE SECOND PIER ON A BRIDGE
FOR THE INTERSTATE HIGHWAY 75 ABOVE STREET SURFACE
ELEV. 75' (NAVD 1988 Datum)

REQUIRED SETBACKS FOR STANDING AND ZONING RESTRICTIONS BY OTHERS.

FRONT REAR - 60 FEET
INTERIOR SIDE - 30 FEET
EXTEND OR SIDE - 30 FEET
YEAR - 40 FEET
MAX. LOT COVERAGE - 80%
FAR - 0.3
MAX. BLDG. HEIGHT - 30 FT



GENERAL NOTES:

- 1.) CALL "TITLE" @ 71-802-882-1224 PRIOR TO THE DESIGN OR CONSTRUCTION. CALL "PLASTERER" FOR "THE CITY OF CHICAGO ONLY" @ 773-744-7000.
- 2.) REFER TO LOCAL ZONING AND SUBDIVISION ORDINANCES AND YOUR TITLE COMMITMENT FOR ANY PROPERTY RESTRICTIONS, SETBACKS AND EASEMENTS NOT SHOWN HEREON.
- 3.) THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S RAISED SEAL ATTACHED.
- 4.) COMPARE ALL POINTS AND REPORT ANY DIFFERENCES TO SURVEYOR PRIOR TO CONSTRUCTION.
- 5.) NO CURRENT TITLE POLICY AVAILABLE AT TIME OF SURVEY.
- 6.) LEGAL DESCRIPTION SHOWN HEREON SHOULD BE COMPARED TO RECORDED DEED OR TITLE COMMITMENT.
- 7.) NO SURVEYOR'S SIGNATURE SHOWN ON THIS PLAT.
- 8.) SURVEYOR'S BOUNDARY INFORMATION SHOWN HEREIN TAKEN FROM ALTA/LASV AND DATE SURVEY PREPARED BY: TERENCE B. CARLU PREPARED: 7/26/2011

PROFESSIONAL LAND SERVICES, L.L.C.
LAND SURVEYING AND MAPPING
7518 W. MADISON AVE., STE. 2C - FOREST PARK, IL 60130
708 488 1733 FAX: 708 488 1765 E-MAIL: prolandsurv@shcglobal.net

ADDITIONAL TOPO ADDED TO PLANS : 12-23-18
GEOGRAPHICAL SURVEYORS

GEOPOLIS SURVEYORS
125355 LEMONT RD. LEMONT IL 60439
(708) 329-8707

SEC INC.
SOUTHWEST ENGINEERING
CONSULTANTS, INC.
7621 BAIMBRIDGE DR.
DOWNTOWN CROVE, IL 60156
630-737-0025

L E G E N D

- - FOUND IRON PIPE (F.I.P.)
- ◎ - SET IRON PIPE
- - CONCRETE MONUMENT
- TF - TOP OF FOUNDATION
- TC - TOP OF CURB
- U & D.E. - UTILITY AND DRAINAGE EASEMENT
- P.U.E. - PUBLIC UTILITY EASEMENT
- U.E. - UTILITY EASEMENT
- KULLX - EXISTING GRADES
- JKULLX - PROPOSED GRADES

REVISIONS

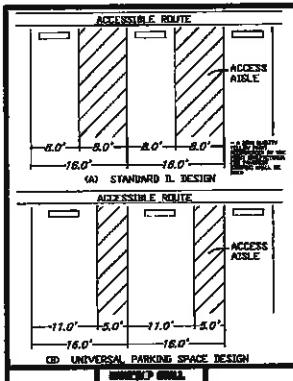
REVIEW 5-16-16

FINAL ENGINEERING
COMPASS ARENA
635 JOLIET RD. WILLOWBROOK, IL

EXISTING CONDITIONS

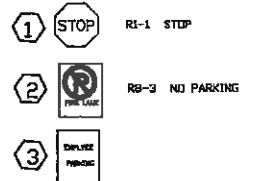
CLIENT:
COMPASS REAL ESTATE HOLDINGS LLC
15W580 N. FRONTAGE RD
BURR RIDGE ILLINOIS 60527
CONTACT: MARIO MAGLIANO
PHONE: 630-785-1934

PROJECT NO. 071014
DATE 1-16-16
SCALE 1" = 30'
DESIGNED BY WSK
DRAWN BY WSK
CHECKED BY DMK
SHEET 2 of 15



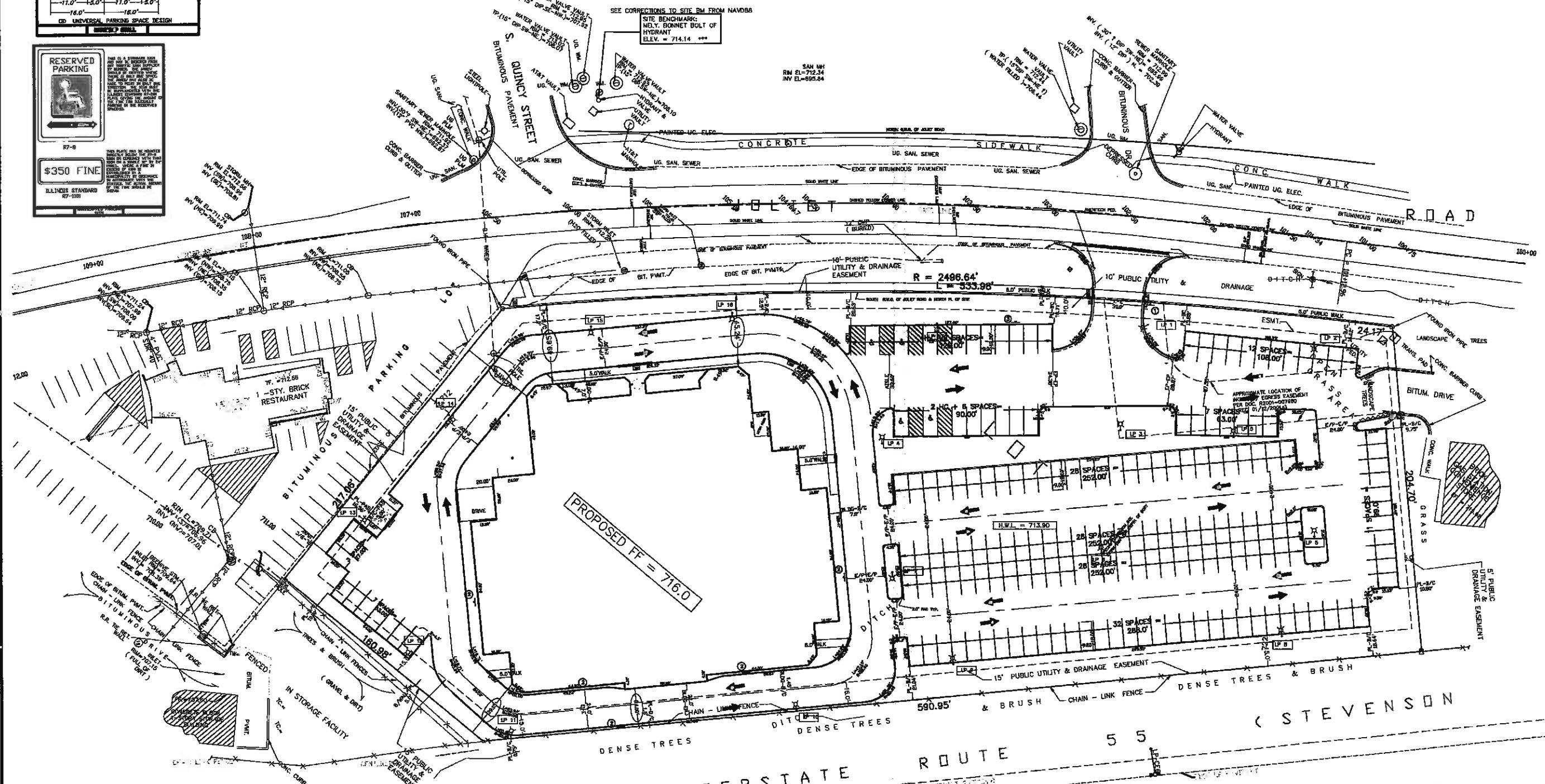
STARTING BENCHMARK
2000 DUPAGE COUNTY GEODETIC SURVEY
MONUMENT #004-26015 IS BRONZE DISK LOCATED
ALONG W. SIDE OF MADISON ST.
E. FACE OF THE SECOND PIER ON A BRIDGE
FOR THE INTERSTATE 55 OVERPASS 3.75 ABOVE STREET SURFACE
ELEV. = 714.55 (NAVD 1988 Datum)
*** CORRECTION TO BLM TO SITE BENCHMARK = +0.77'

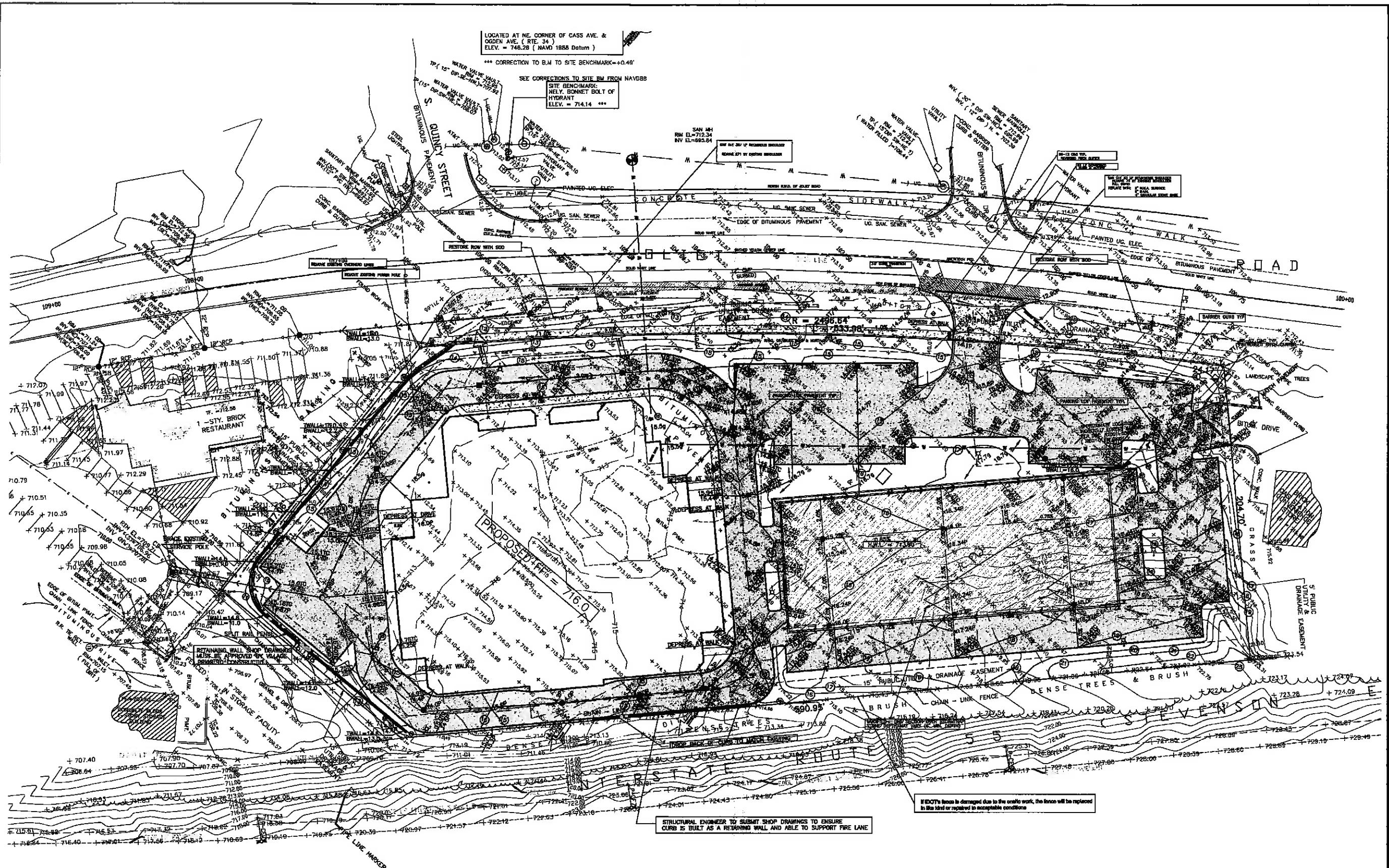
STARTING BENCHMARK:
2008 DUPAGE COUNTY GEODETIC SURVEY
MONUMENT #DG030001 IS BRONZE DISK IN
W. SIDE OF CONC. TRAFFIC SIGNAL BASE
LOCATED AT NE. CORNER OF CASS AVE. &
OGDEN AVE. (RTE. 34)
ELEV. = 748.26 (NAVD 1988 Datum)



SIGNS

PARKING PROVIDED 180 SPACES	
SOUTH WEST CORNER	10
EAST PL.	11
NORTH AISLE + H.C.	31
	5
CENTER AISLE	56
SOUTH AISLE	60
TOTAL SPACES PROVIDED + H.C.	188





STORM SEWER

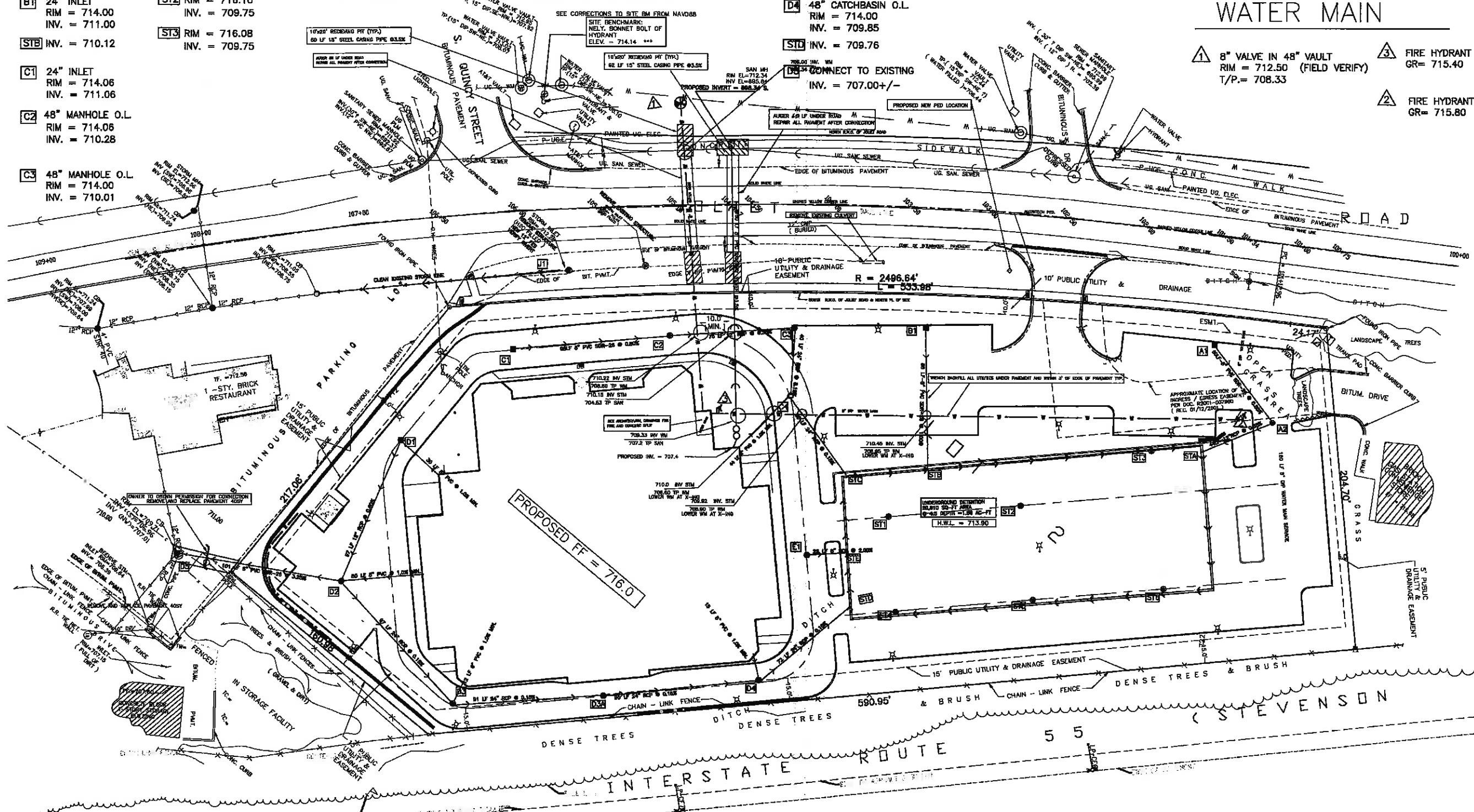
A1	24" INLET RIM = 714.00 INV. = 711.00	C4	48" CATCHBASIN O.L. RIM = 714.20 INV. = 709.95	ST4	RIM = 716.00 INV. = 709.75
A2	48" CATCHBASIN O.L. RIM = 714.00 INV. = 710.52	STC	INV. = 709.86	ST5	RIM = 716.00 INV. = 709.75
STA	INV. = 710.26	ST1	RIM = 715.28 INV. = 709.75	ST6	RIM = 718.0 INV. = 709.75
B1	24" INLET RIM = 714.00 INV. = 711.00	ST2	RIM = 716.10 INV. = 709.75	J1	12" FES W/GRADE INV. = 709.5
STB	INV. = 710.12	ST3	RIM = 716.08 INV. = 709.75		

STARTING BENCHMARK:
2008 DUPAGE COUNTY GEODETIC SURVEY
MONUMENT #D0026002 IS BRONZE DISK LOCATED
ALONG W. SIDE OF MADISON ST.
E. FACE OF THE SEWER PIPE ON A BRIDGE
FOR THE INTERSTATE 55 OVERPASS 3.75 ABOVE STREET SURFACE
ELEV. = 714.55 (NAVD 1988 Datum)

*** CORRECTION TO S.W. TO SITE BENCHMARK=+0.77'

STARTING BENCHMARK:
2008 DUPAGE COUNTY GEODETIC SURVEY
MONUMENT #D0026001 IS BRONZE DISK IN
W. SIDE OF THE TRAFFIC SIGNAL BASE
LOCATED AT NE. CORNER OF CASS AVE. &
ODGEN AVE. (R.R. 34)
ELEV. = 716.26 (NAVD 1988 Datum)

*** CORRECTION TO B.M. TO SITE BENCHMARK=+0.49'



SANITARY SEWER

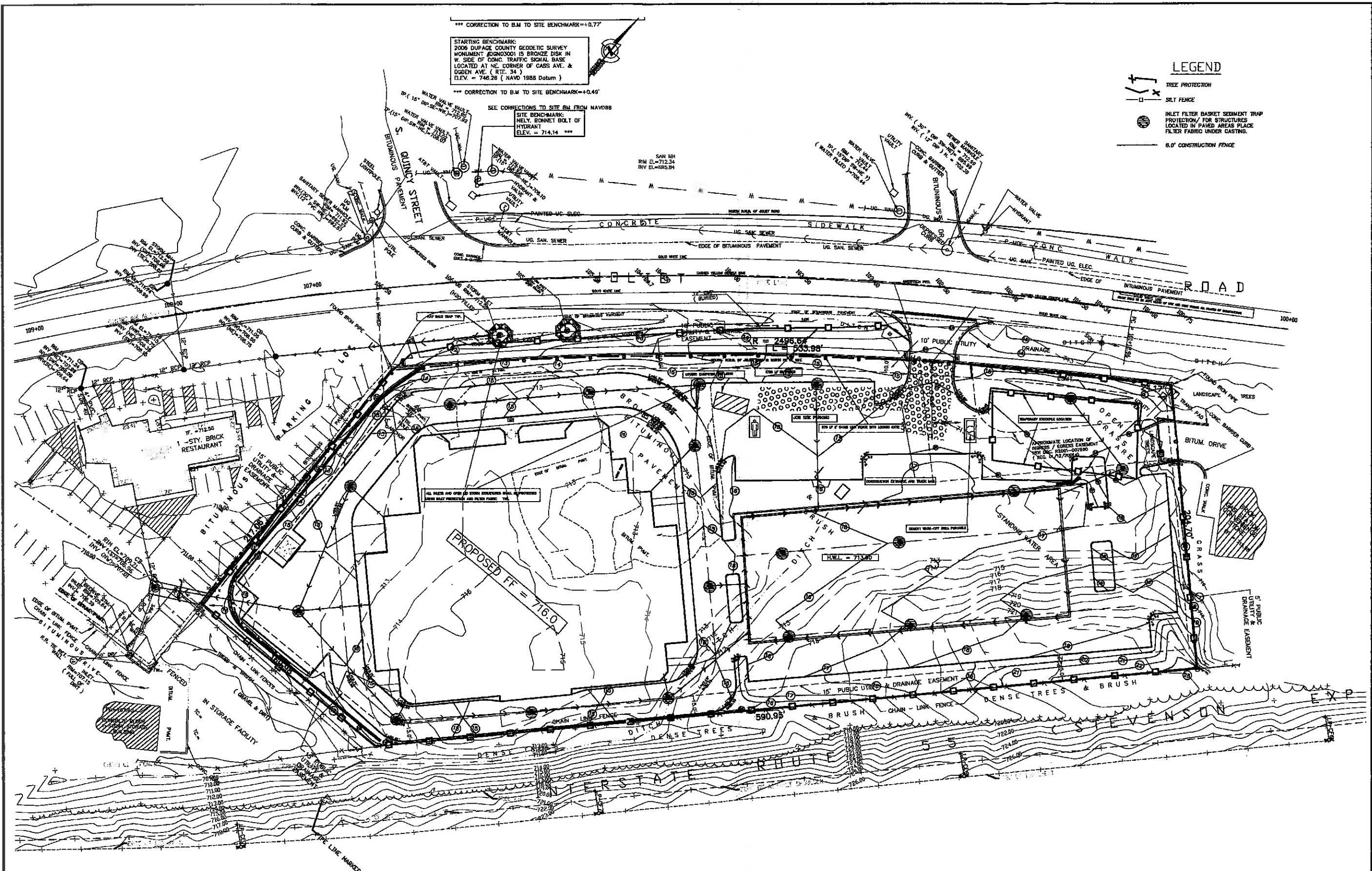
① EXISTING 60" MANHOME
RIM = 712.34
INV. = 695.84 EXISTING 30"
INV. = 698.34 8" PROPOSED

WATER MAIN

⚠ 8" VALVE IN 48" VAULT
RIM = 712.50 (FIELD VERIFY)
T/P. = 708.33

3 FIRE HYDRANT
GR= 715.40

2 FIRE HYDRANT
GR= 715.80



STORMWATER POLLUTION PREVENTION PLAN

THIS PLAN HAS BEEN PREPARED TO COMPLY WITH THE PROVISIONS OF NPDES GENERAL PERMIT NUMBER LR10 ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES.

THE PERMITEE MUST COMPLY WITH ALL CONDITIONS OF THE GENERAL PERMIT. ANY PERMIT NON-COMPLIANCE CONSTITUTES A VIOLATION OF THE ILLINOIS ENVIRONMENTAL PROTECTION ACT AND THE CLEAN WATER ACT AND IS GROUNDS FOR ENFORCEMENT ACTION; FOR PERMIT TERMINATION, REVOCATION AND REISSUANCE, OR MODIFICATION, OR FOR DENIAL OF A PERMIT RENEWAL APPLICATION.

1. SITE DESCRIPTION

A. THE FOLLOWING IS A DESCRIPTION OF THE CONSTRUCTION ACTIVITY WHICH IS THE SUBJECT OF THIS PLAN:

- GRADING (EXCAVATION AND FILL)
- UNDERGROUND CONSTRUCTION
- PAVING
- BUILDING CONSTRUCTION
- LANDSCAPING

B. THE FOLLOWING IS A DESCRIPTION OF THE INTENDED SEQUENCE OF MAJOR ACTIVITIES WHICH WILL DISTURB SOILS FOR MAJOR PORTIONS OF THE CONSTRUCTION SITE:

- 1) EROSION AND SEDIMENTATION CONTROL MEASURES SUCH AS SILT FENCE, DITCH CHECKS, CONSTRUCTION ENTRANCE, AND FENCING TO PROTECT VEGETATIVE BUFFERS (EARTHWORK CONTRACTOR)
- 2) TOPSOIL STRIPPING, EXCAVATION AND FILL (EARTHWORK CONTRACTOR)
- 3) UNDERGROUND UTILITY CONSTRUCTION INCLUDING INLET CONTROL MEASURES (UNDERGROUND CONTRACTOR)
- 4) FINE GRADING AND PAVING (PAVING CONTRACTOR)
- 5) BUILDING CONSTRUCTION (BUILDING CONTRACTOR)
- 6) TOPSOIL RESEED AND VEGETATIVE STABILIZATION (EARTHWORK CONTRACTOR AND LANDSCAPER)
- 7) PERFORM CONTINUING MAINTENANCE (OWNER)

C. THE TOTAL AREA OF THE SITE IS 3.657 ACRES. THE TOTAL AREA OF THE SITE THAT IS ESTIMATED WILL BE DISTURBED BY EXCAVATION, GRADING OR OTHER ACTIVITIES IS 3.657 ACRES.

D. THE ESTIMATED RUNOFF CURVE NUMBER OF THE PROJECT AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED IS 96 AS CONTAINED IN THE PROJECT STORMWATER REPORT WHICH IS HEREBY INCORPORATED BY REFERENCE IN THIS PLAN. INFORMATION DESCRIBING THE SOILS AT THE SITE IS CONTAINED IN THE STORMWATER REPORT FOR THE PROJECT. THE SOIL TYPES PRESENT ON THE SITE ARE ORTHENTS.

E. THESE PLAN DOCUMENTS CONTAIN SITE MAP(S) INDICATING THE DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER THE MAJOR GRADING ACTIVITIES, AREA OF MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS IDENTIFIED ON THE PLAN, THE LOCATION OF AREAS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR, SURFACE WATERS (INCLUDING DETENTION AREAS), AND LOCATIONS WHERE STORMWATER IS DISCHARGED.

F. THE NAME OF THE RECEIVING WATERS UPSTREAM OF THE PROJECT IS, SAWMILL CREEK TRIBUTARY TO THE DES PLAINES RIVER. NO WETLANDS, FLOODPLAIN, RIPARIAN AREAS OR THEIR BUFFERS ARE PRESENT ON THE SITE.

2. CONTROLS

THIS SECTION OF THE PLAN ADDRESSES THE VARIOUS CONTROLS THAT WILL BE IMPLEMENTED FOR EACH OF THE MAJOR CONSTRUCTION ACTIVITIES DESCRIBED IN 1. B. ABOVE. FOR EACH MEASURE DISCUSSED, THE CONTRACTOR RESPONSIBLE FOR ITS IMPLEMENTATION IS INDICATED AND HAS SIGNED THE REQUIRED CERTIFICATION ON FORMS ATTACHED TO, AND A PART OF, THIS PLAN.

A. EROSION AND SEDIMENTATION CONTROLS

1) STABILIZATION PRACTICES: PROVIDED BELOW IS A DESCRIPTION OF INTERIM AND PERMANENT STABILIZATION PRACTICES, INCLUDING SITE-SPECIFIC SCHEDULING OF THE IMPLEMENTATION OF THE PRACTICES. SITE PLANS WILL ENSURE THAT EXISTING VEGETATION IS PRESERVED WHERE ATTAINABLE AND DISTURBED PORTIONS OF THE SITE WILL BE STABILIZED. STABILIZATION PRACTICES INCLUDE: TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, SOD STABILIZATION, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES, PRESERVATION OF MATURE VEGETATION, AND OTHER APPROPRIATE MEASURES. EXCEPT AS PROVIDED IN 2.A.1.A AND 2.B. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY WILL NOT OCCUR FOR A PERIOD OF 21 OR MORE CALENDAR DAYS.

(A) WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE THEREAFTER.

(B) WHERE CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 21 DAYS FROM WHEN THE ACTIVITIES CEASED (E.G. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 21 DAYS) THEN STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASED. DESCRIPTION OF STABILIZATION PRACTICES:

TEMPORARY SEEDING

A. IDOT CLASS 7 EROSION CONTROL MIXTURE (ANY TIME OF YEAR)
PERENNIAL RYEGRASS 50 LBS/ACRE
SPRING OATS 64 LBS/ACRE

B. IDOT CLASS 6 CONSERVATION MIXTURE (AUGUST 1 TO NOVEMBER 1)

SMOOTH BROME GRASS 40 LBS/ACRE
VERNAL ALFALFA 15 LBS/ACRE
SPRING OATS 48 LBS/ACRE

PERMANENT SEEDING

A. PERMANENT SEEDING SHALL CONSIST OF THE FOLLOWING MIXTURE TO BE APPLIED DURING THE PERIOD OF MARCH THROUGH SEPTEMBER:
KENTUCKY BLUE GRASS 40 LBS/ACRE
PENN LAWN FESCUE 30 LBS/ACRE
MANHATTAN PERENNIAL RYE 30 LBS/ACRE

B. THE SEEDBED (WHICH INCLUDES ALL AREAS TO BE LANDSCAPED) SHALL BE ADEQUATELY PREPARED FOR RECEIVING SEED. ALL FOREIGN MATERIALS SHALL BE DISPOSED OF AND LUMPS SHALL BE PULVERIZED AND GRADED IN AN ACCEPTABLE WORKMANLIKE MANNER.

FERTILIZER SHALL CONSIST OF 12% NITROGEN, 12% PHOSPHOROUS AND 12% POTASSIUM UNLESS OTHERWISE APPROVED BY THE ENGINEER AND SHALL BE SPREAD AT THE RATE OF 250 LBS/ACRE.

MULCHING: MULCH SHALL CONSIST OF STRAW MATERIAL AND FREE OF MATERIALS HARMFUL TO SEED GROWTH. MULCH SHALL BE APPLIED AT A RATE OF 2 TONS PER ACRE OR 90 LBS/1000 SQUARE FEET WHEN SEED IS APPLIED BETWEEN JUNE 6 AND AUGUST 20 AND WHERE SLOPES ARE STEEPER THAN 4:1.

2) STRUCTURAL PRACTICES: PROVIDED BELOW IS A DESCRIPTION OF STRUCTURAL PRACTICES THAT WILL BE IMPLEMENTED TO THE DEGREE ATTAINABLE, TO DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS OR OTHERWISE LIMIT RUNOFF AND THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CLEAN WATER ACT. SUCH PRACTICES WILL INCLUDE STABILIZED CONSTRUCTION ENTRANCE, SILT FENCES, DITCH CHECKS, SEDIMENT TRAPS, RIP-RAP, STORM DRAIN INLET PROTECTION, LEVEL SPREADERS, AND THE SITE DETENTION FACILITY WITH ITS INFILTRATION MEASURES AND OUTLET RESTRICTOR.

B. STORMWATER MANAGEMENT

PROVIDED BELOW IS A DESCRIPTION OF MEASURES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORMWATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED.

1) SUCH PRACTICES MAY INCLUDE STORMWATER DETENTION STRUCTURES, INFILTRATION BASINS, INFILTRATION TRENCHES, FLOW ATTENUATION BY USE OF OPEN VEGETATED SWALES AND DEPRESSIONS AND SEQUENTIAL SYSTEMS (WHICH COMBINE SEVERAL PRACTICES). THE PRACTICES SELECTED FOR IMPLEMENTATION PROVIDE FOR INFILTRATION OF MINOR STORM EVENTS AND A RESTRICTED RELEASE RATE IN MAJOR STORMWATER EVENTS IN ACCORDANCE WITH LOCAL JURISDICTIONAL REQUIREMENTS.

2) RIP-RAP FOR VELOCITY DISSIPATION WILL BE PLACED AT DISCHARGE LOCATIONS AND ALONG THE LENGTH OF THE OUTFALL CHANNEL AS NECESSARY TO PROVIDE A NONEROSIVE VELOCITY FLOW FROM THE STRUCTURE TO A WATER COURSE SO THAT THE NATURAL PHYSICAL AND BIOLOGICAL CHARACTERISTICS AND FUNCTIONS ARE MAINTAINED AND PROTECTED (E.G. MAINTENANCE OF HYDRAULIC CONDITIONS, SUCH AS THE HYDROPERIOD AND HYDRODYNAMICS PRESENT PRIOR TO THE INITIATION OF CONSTRUCTION ACTIVITIES).

C. OTHER CONTROLS

1) WASTE DISPOSAL: NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS SHALL BE DISCHARGED INTO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
2) THE PROVISIONS OF THIS PLAN SHALL ENSURE AND DEMONSTRATE COMPLIANCE WITH APPLICABLE STATE AND/OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEMS REGULATIONS.

D. APPROVED STATE OR LOCAL PLANS
THE MANAGEMENT PRACTICES, CONTROLS, AND OTHER PROVISIONS CONTAINED IN THIS PLAN WILL BE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS OF THE LOCAL JURISDICTIONAL AGENCIES, WHICH ARE AT LEAST AS PROTECTIVE AS THE REQUIREMENTS CONTAINED IN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S ILLINOIS URBAN MANUAL, CURRENT EDITION. REQUIREMENTS SPECIFIED IN SEDIMENT AND EROSION CONTROL PLANS OR SITE STORMWATER MANAGEMENT PLANS OR SITE PERMITS APPROVED BY LOCAL OFFICIALS THAT ARE APPLICABLE TO PROTECTING SURFACE WATER RESOURCES ARE UPON SUBMITAL OF AN NOI TO BE AUTHORIZED TO DISCHARGE UNDER PERMIT LR10, INCORPORATED BY REFERENCE AND ARE ENFORCEABLE UNDER THIS PERMIT EVEN IF THEY ARE NOT SPECIFICALLY INCLUDED IN THE PLAN.

3. MAINTENANCE

THE FOLLOWING IS A DESCRIPTION OF PROCEDURES THAT WILL BE USED TO MAINTAIN IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN.

A. SILT FENCE: SILT FENCE SHALL BE INSTALLED AND MAINTAINED. DAMAGED FENCE SHALL BE RESTORED OR REPLACED.
B. STABILIZED CONSTRUCTION ENTRANCE: THE ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC STREETS. MUD TRACKED ONTO PUBLIC STREETS OR SEDIMENT WASHED INTO THE RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY.
C. INLET PROTECTION: INLET PROTECTION SHALL BE INSPECTED FREQUENTLY, REPAIRED OR REMOVED AND REPLACED AS NEEDED.
D. VEGETATIVE EROSION CONTROL MEASURES: THE VEGETATIVE GROWTH OF TEMPORARY AND PERMANENT SEEDING, SODDING, VEGETATIVE CHANNELS, VEGETATIVE BUFFER STRIPS, ETC. SHALL BE MAINTAINED PERIODICALLY, ADEQUATELY WATERED AND FERTILIZED. THE VEGETATIVE COVER SHALL BE RESEEDED OR OVERSEEDDED AS NECESSARY.
E. OTHER MAINTENANCE PROCEDURES IDENTIFIED IN THE STORMWATER REPORT ARE INCORPORATED BY REFERENCE.

4. INSPECTIONS

QUALIFIED PERSONNEL SHALL MAKE PERIODIC INSPECTIONS OF THE CONSTRUCTION SITE WHICH HAS NOT BEEN FINALLY STABILIZED. SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS AFTER THE END OF A RAINFALL THAT IS 0.50 INCHES ARE GREATER OR AN EQUIVALENT SNOWFALL.

A. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED ON THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.

B. BASED ON THE RESULTS OF THE INSPECTION, THE DESCRIPTION OF POTENTIAL POLLUTANT SOURCES IDENTIFIED IN SECTION 1 ABOVE AND POLLUTION PREVENTION MEASURES IDENTIFIED IN SECTION 2 ABOVE SHALL BE REVISED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION. ANY CHANGES TO THIS PLAN RESULTING FROM THE REQUIRED INSPECTIONS SHALL BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

C. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THIS WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH SECTION 4.B. SHALL BE MADE AND RETAINED AS PART OF THE PLAN FOR AT LEAST THREE (3) YEARS AFTER THE DATE OF THE INSPECTION.

D. IF ANY VIOLATION OF THE PROVISIONS OF THIS PLAN IS IDENTIFIED DURING THE CONDUCT OF THE CONSTRUCTION WORK COVERED BY THIS PLAN, THE OWNER OR HIS REPRESENTATIVE SHALL COMPLETE AND FILE AN "INCIDENT OF NONCOMPLIANCE" (ION) REPORT FOR THE IDENTIFIED VIOLATION. THE ENVIRONMENTAL ENGINEER OR PROJECT REPRESENTATIVE SHALL USE FORMS PROVIDED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND SHALL INCLUDE SPECIFIC INFORMATION ON THE CAUSE OF THE NONCOMPLIANCE, ACTIONS WHICH WERE TAKEN TO PREVENT ANY FURTHER CAUSES OF NONCOMPLIANCE AND A STATEMENT DETAILING ANY ENVIRONMENTAL IMPACT WHICH MAY HAVE RESULTED FROM NONCOMPLIANCE. ALL REPORTS OF NONCOMPLIANCE SHALL BE SIGNED BY A RESPONSIBLE AUTHORITY IN ACCORDANCE WITH PART VI.G OF THE GENERAL PERMIT. THE REPORT OF NONCOMPLIANCE SHALL BE MAILED TO THE FOLLOWING ADDRESS:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
ATTN: COMPLIANCE ASSURANCE SECTION
1021 NORTH GRAND AVENUE EAST
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

5. NON-STORMWATER DISCHARGES

EXCEPT FOR FLOWS FROM
*FIRE-FIGHTING ACTIVITIES,
*WATERMAIN HYDRANT FLUSHING,
*WATERING FOR DUST CONTROL,
*IRRIGATION FOR VEGETATIVE GROWTH,
*OR WASH WATER WHERE DETERGENTS ARE NOT USED.
SOURCES OF NON-STORM WATER SHALL NOT BE COMBINED WITH STORM WATER DISCHARGES ASSOCIATED WITH THE INDUSTRIAL ACTIVITY ADDRESSED IN THIS PLAN.

OWNER'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH THE INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE

TITLE

EARTHWORK CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH THE INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE

TITLE

UNDERGROUND CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH THE INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE

TITLE

LANDSCAPE CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH THE INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE

TITLE

SEC INC.
SOUTHWEST ENGINEERING
CONSULTANTS, INC.
7621 BAINBRIDGE DR.
DOWNERS GROVE, IL 60561
630-737-0025
FAX 630-737-0026

CLIENT:
COMPASS REAL ESTATE HOLDINGS LLC
15W580 N. FRONTAGE RD
BURR RIDGE ILLINOIS 60527
CONTACT: MARIO MAGLIANO
PHONE: 630-788-4934

REVISIONS

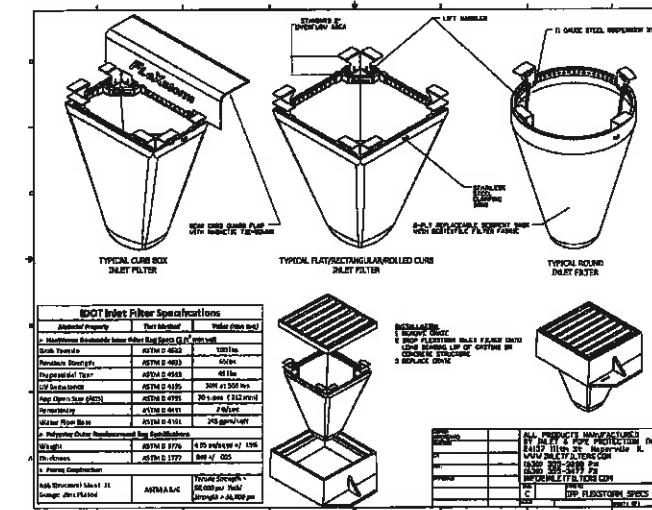
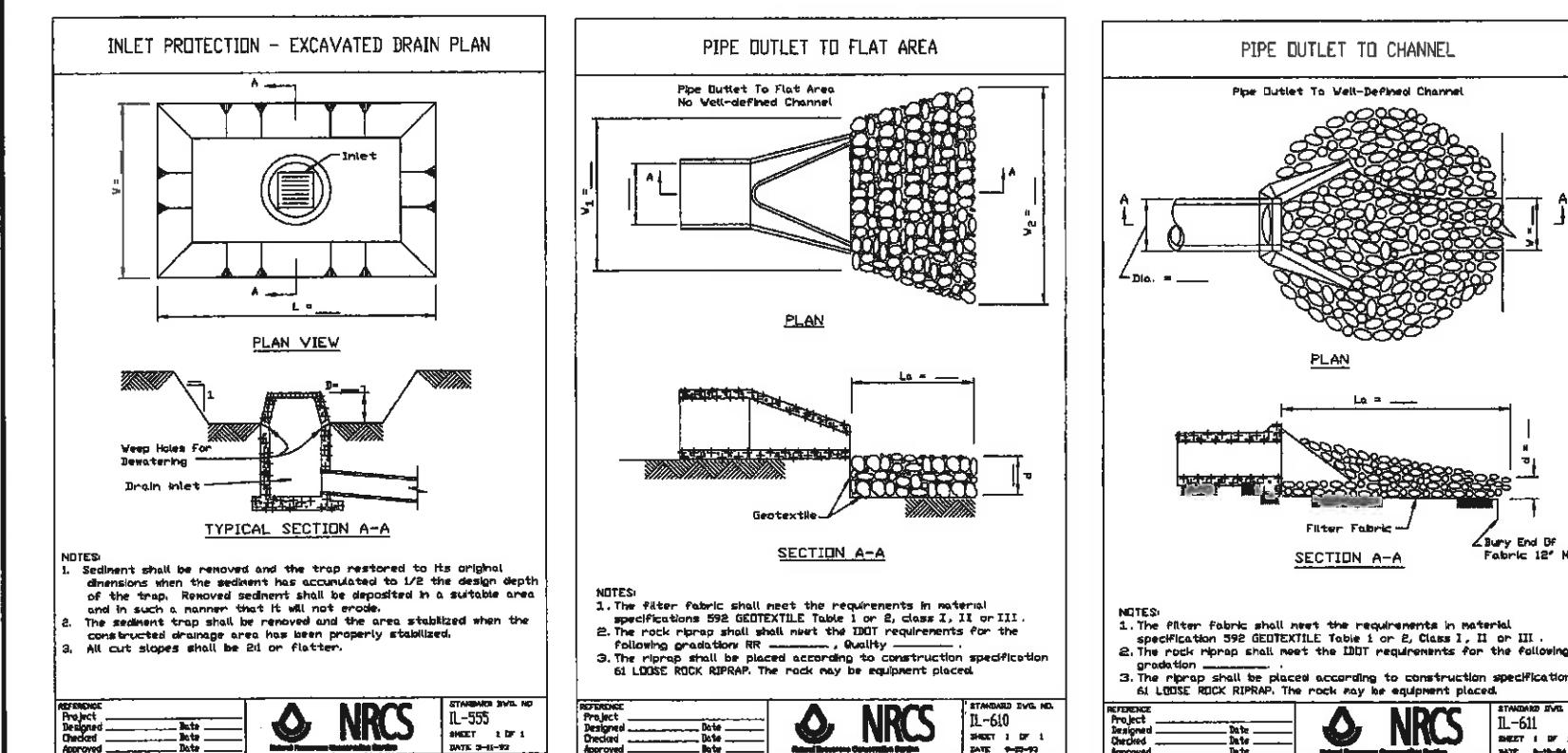
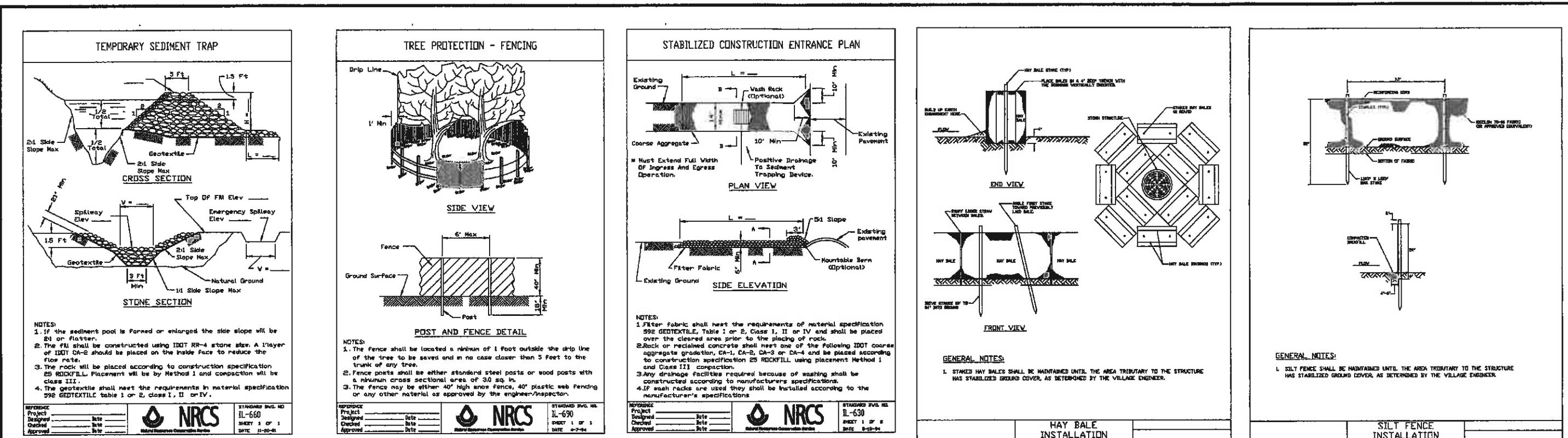
6. PER VILLAGE REVIEW 8-16-16
7. PER VILLAGE FPO 8-7-16

FINAL ENGINEERING
COMPASS ARENA
635 JOLIET RD. WILLOWBROOK, IL

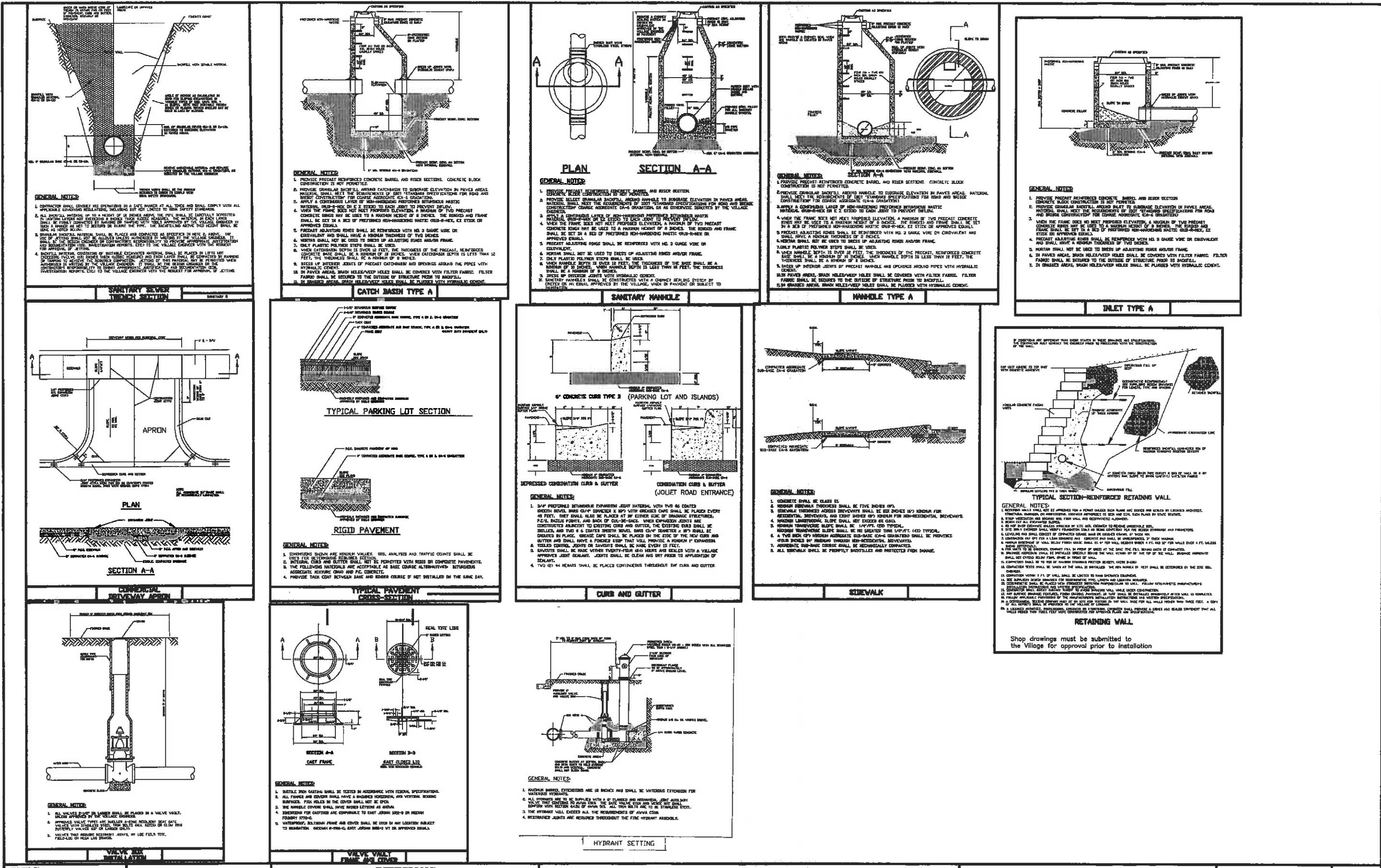
SOIL EROSION AND SEDIMENT
CONTROL PLAN

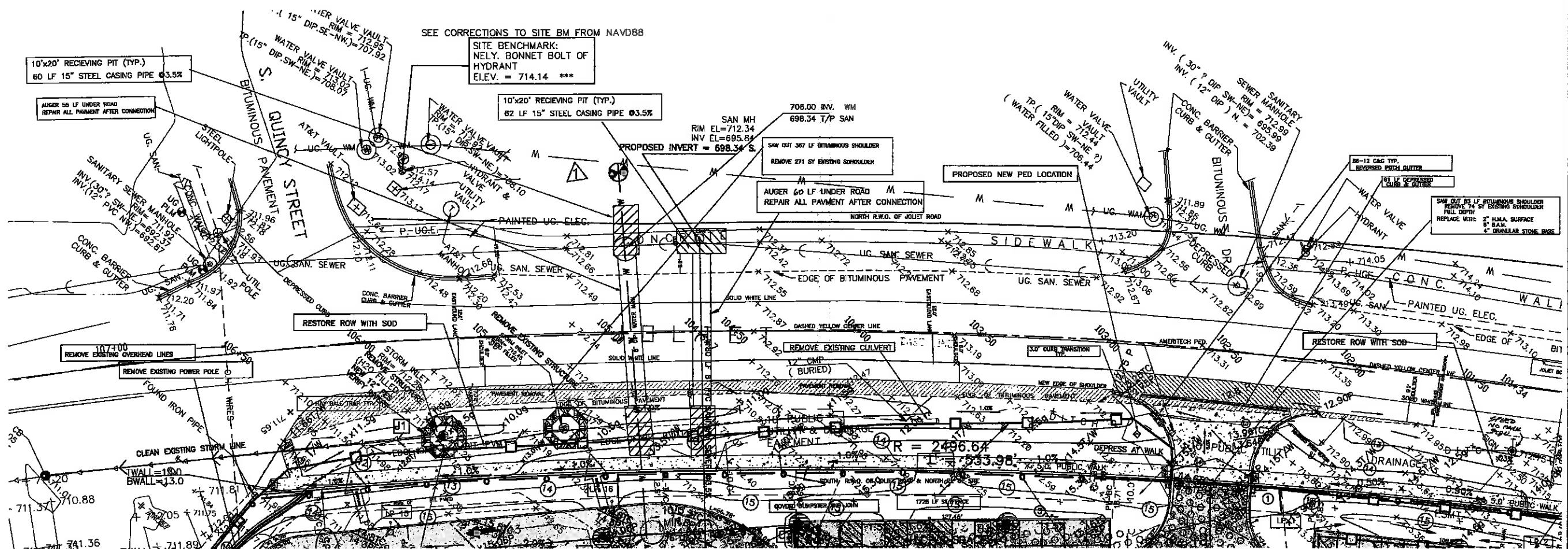
PROJECT NO. 071014
DATE 1-16-14
SCALE NONE
DESIGNED BY WSK
DRAWN BY WSK
CHECKED BY DMK

7
OF 15

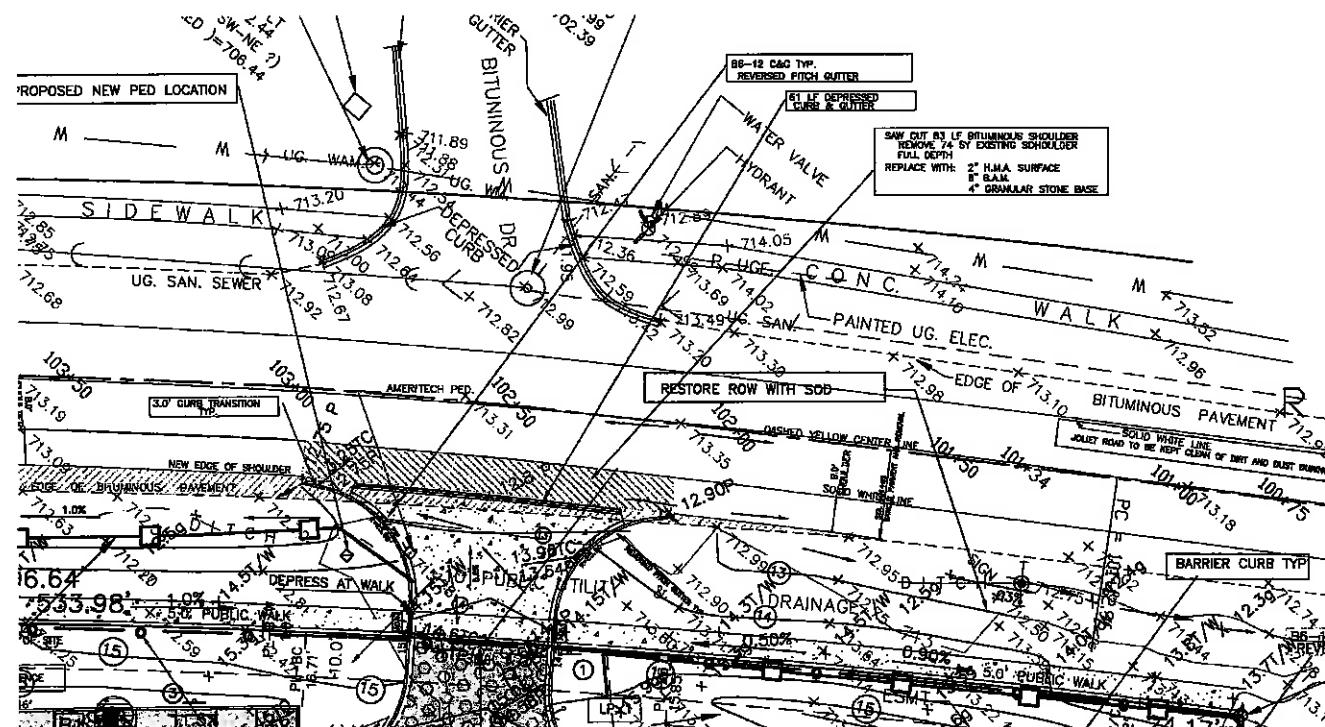


GENERAL NOTES			
1. Reference Codes			
A. All pavement and storm sewer construction shall conform to the standard specifications for Road and Bridge construction and supplemental specifications and recurring special provisions, adopted January 1, 2012 by the Illinois Department of Transportation and all amendments thereto and in accordance with the latest edition of the code or the municipality, except as noted herein. In case of conflict, Municipal code shall take precedence.			
B. All sanitary and water main construction shall conform to the standard specifications for water and sewer main construction in Illinois, published May 1995, and in accordance with the code of the municipality, except as modified herein or by any public agency previously having work. In case of conflict, the more restrictive provision shall apply.			
C. All side walk and public areas must be constructed in accordance with current ADA, Illinois handicap accessibility and any applicable local ordinances. In case of conflict, the more restrictive provision shall apply.			
D. The cited standard specifications, codes, and permits, with all applicable details, are all to be considered part of the contract. Incidental items or accessories necessary to complete this work may not be specifically noted but are considered a part of this contract.			
2. Utility Coordination			
A. Owner shall obtain easements and permits necessary to facilitate construction of the proposed utilities. The contractor shall furnish all required bonds and evidence of insurance necessary to secure these permits.			
B. The contractor shall be responsible for having the utility companies locate their facilities in the field before construction and shall be responsible for the maintenance and preservation of these facilities. The engineer does not warrant the location of any existing utilities shown on the plans. The contractor shall call 811 at 800-932-0283 and the Municipality, for utility locations. Keep all dig #'s in a log for reference.			
C. The owner and the engineer shall be notified in writing by the contractor at least 48 hours before the start of any operation requiring cooperation with others. The engineer shall make the original contact with the utility companies and issue one copy of the approved preliminary engineering and preliminary plan. Further coordination with the utility companies shall be the responsibility of the owner.			
D. No plan shall be used for construction unless specifically approved by the Contractor and has a date approved prior to the commencement of construction, the contractor shall examine the Engineering Plans, Specifications, the existing site conditions, and notifying the ENGINEER at once of any discrepancies. Failure of said notification, the contractor shall be considered to have proceeded at his own risk and expense.			
E. All proposed elevations show on the plans refer to finished surface elevations, unless otherwise specified on the engineering drawings.			
F. When required by the Municipality or the Owner, the contractor shall furnish a labor, material and performance bond in the amount required guaranteeing completion of the work.			
G. The owner shall furnish the contractor a soils report if one is available. Otherwise, it shall be the responsibility of the contractor to perform their own subsurface investigation of the site.			
H. The contractor shall videotape all work areas prior to construction and submit one copy of the tape to the owner.			
I. The contractor shall notify the owner or any affected governmental agency at least three working days prior to any required inspections on testing procedures needed to be scheduled to ensure final acceptance of their work. Failure to notify or obtain any said inspections or tests shall result in the contractor being liable for work until the testing agency can complete testing operations.			
J. All contractors shall keep access available at all times. Fall all types of traffic.			
K. The contractor shall preserve all construction stakes until they are no longer needed. Any stakes destroyed or disturbed by the contractor prior to final acceptance shall be re-set by the owner's engineer at the sole cost of the contractor.			
L. All field lines encountered during construction shall be connected to the proposed storm sewer or shall be restored to original operating conditions.			
M. The contractor is solely responsible for the safety on the job.			
13. General excavation / Underground notes			
A. Slopes, sides of excavations to comply with codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of either space restrictions or stability of material excavated.			
B. Provide materials for shoring and bracing, such as sheet piles, uprights, struts and cross braces, in good serviceable condition.			
C. Prevent surface water and subsurface or groundwater from flowing into excavations.			
14. Final Acceptance			
A. All work performed under this contract shall be guaranteed by the contractor and his surety for a period of 1 (one) year from the date of final acceptance. The contractor and the municipality and any subcontractor shall be held responsible for all defects in material and workmanship of whatever nature during that period.			
B. Before acceptance by the owner and final payment, the owner and the municipality shall inspect all work. Final payment will be made after the contractor's work is approved and accepted by the owner and the municipality.			
EARTHWORK IMPROVEMENTS			
1. Topsoil Excavation Included			
A. Excavation of topsoil and other structurally unsuitable materials within those areas that will require earth movement or compacted earth fill material, in order to achieve the plan subgrade elevations.			
B. Placement of the excavated material in OWNER designated areas for future use within areas to be landscaped, and those areas not requiring structural fill material.			
C. Compaction of the excavated material where placed in areas not requiring structural fill material shall be moderate.			
D. Excess material if not utilized as fill or if not anticipated for future landscaping, shall be completely removed from the construction site and disposed of by the CONTRACTOR.			
2. Earth Excavation Included			
A. Excavation of earth and other materials which are suitable for use as structural fill. The excavation shall be to within a tolerance of ±2 feet (+/-) of the plan subgrade elevations. The fill material within the pavement areas shall be such that the earth material shall "balance" as part of the final grading operation.			
B. Placement of the earth and other suitable materials shall be within those areas requiring structural fill in order to achieve the plan subgrade elevations. The fill material shall be placed in loose lifts that shall not exceed eight (8) inches in thickness, and the water content shall be adjusted in order to achieve the required compaction. Earth material may be placed within those portions of the subgrade requiring structural fill, to within ±6 inches of the plan finished grade elevation. In areas requiring structural fill, however, the earth material shall not be placed over topsoil or other unsuitable materials unless specifically directed by a Soils Engineer with the concurrence of the OWNER.			
C. Compaction of the earth and other suitable materials shall be to at least 95% of the Standard Proctor Dry density, ASTM D698 within proposed pavement and building areas. Moderate compaction is required elsewhere.			
D. Excess materials, if not utilized as fill, shall be completely removed from the construction site and disposed of by the CONTRACTOR.			
3. Unsuitable Material			
A. Unsuitable material shall be considered as material that is not suitable for the support of pavement and building construction, and is encountered below normal topsoil or other suitable materials during excavation. The decision to remove said material and to what extent, shall be made by a Soils Engineer with the concurrence of the OWNER.			
4. General			
A. Maintain proper site drainage at all times during the course of construction, and prevent storm water from running into or standing in excavated areas.			
B. Spread and compact uniformly to the degree specified all excess trench spoil after completion of the underground improvements.			
C. Scourf and compact to the degree specified the upper twelve (12) inches of the suitable sub-grade material, in all areas that may be soft due to excess moisture content. This applies to cut areas as well as fill areas.			
D. Provide water to add to dry material in order to adjust the moisture content for the purpose of achieving the specified compaction.			
E. Be responsible for implementation of the "Soil Erosion and Sedimentation Control Measures" as assigned to the grading CONTRACTOR on the Engineering Plan.			
F. Testing and Final Acceptance			
A. The CONTRACTOR shall provide a minimum, a fully loaded, above-wheel truck for proof rolling the pavement subgrade prior to the placement of the curb and gutter and the base material.			
B. Special compaction testing may be required by the OWNER in selected fill areas. The CONTRACTOR shall cover the cost of any testing that may be required which does not meet specification as well as the responsibility and cost for the necessary corrections.			
C. Approval of the pavement subgrade by the OWNER shall be required prior to the placement of the pavement materials.			
PAVING IMPROVEMENTS			
1. Pavement			
A. Prior to the construction of the curb and gutter and the placement of the base material, the streets shall be fine graded to within ±2 feet of final subgrade elevation, to a point two (2) feet beyond the back of the proposed curb.			
B. All exterior concrete shall be Portland cement concrete class SI or PV per (SSRS) section 1000.04 with an entrainment of not less than 32 and more than 38%. Concrete shall be a min. of 6,000 psi and shall have a min. of 3500 psi compressive strength at 28 days. All concrete shall be brown finished perpendicular to the direction of travel.			
C. The curb and gutter shall be the type as detailed on the Engineering Plans.			
D. The curbs shall be backfilled after their construction and before the placement of the base course.			
E. Curbs shall be depressed at locations where public walks and paths intersect curb lines for the purpose of providing access to the handicapped.			
F. The pavement materials shall be as detailed on the Engineering Plans. Thickness specified shall be considered to be the minimum thickness required.			
G. All traffic shall be kept off the completed aggregate base until the curb is placed. The aggregate base shall be uniformly paved coated at the rate of 0.5 gallons / square yard before the placement of the binder course. Prime coat material shall be bituminous HC - 30.			
H. Prior to the placement of the surface course, the binder course shall be paved and the back coat applied if the binder is dirty or dusty. The back coat shall be uniformly applied to the binder course at a rate of 0.1 gallons / square yard. The back coat shall be as specified in (SSRS) section 406.02.			
I. Repair any base course and binder course failures prior to the installation of the final bituminous concrete surface course.			
J. Permit the bituminous concrete binder course to weather one (1) winter season prior to the installation of the bituminous concrete surface course.			
4. Testing and Final Acceptance			
A. Prior to placement of the base course, the subgrade must be approved by the local jurisdictional authority. (See Testing and Final Acceptance for Earthwork.)			
B. Prior to placement of the bituminous concrete surface course, the CONTRACTOR if requested by the OWNER, shall obtain specimens of the binder course with a core drill where directed by the ENGINEER, for the purpose of thickness verification. Cores shall be in accordance with the applicable provisions of ART 406.5007 and of the "Standard Specifications for Roads and Bridges Construction". The cost for obtaining cores which are less than the minimum thickness specified shall be borne by the OWNER. The cost for obtaining cores which meet or exceed the specification shall be borne by the OWNER.			
C. Joints			
1. For RCP, belt and spigot type with bituminous sealant or ASTM C 442 gasket joints where indicated on the Engineering Plan.			
2. For DIP, push-on (Bell-type) type ANSI A21.1.			
3. For PVC, D-3212 gasket type.			
D. Jointing shall be CA-11 or CA-13 as detailed on the Engineering Plan.			
E. Trench Backfill Material			
A. Trench backfill material shall consist of CA-6 aggregate.			
B. All trenches under or within 2' of an existing or proposed curb and/or pavement are to be backfilled with trench backfill material.			
5. General			
A. Adhere to the criteria for the separation between water mains and the storm and sanitary sewer lines as described in the "Technical Policy Statements", Division of Public Water Supply, Illinois Environmental Protection Agency. (See Standard Specifications).			
B. Be responsible to place on grade, and coordinate with other CONTRACTORS, all underground utility structures such as manholes, catchbasins, and inlets.			
C. Ensure of potential conflicts with existing utilities. The CONTRACTOR shall excavate around the existing utilities to determine their exact location and elevation prior to the construction of the proposed utility improvements.			
D. Provide poured concrete fillets conforming to the shape of the pipe in all sanitary and storm manholes, and inlets.			
E. Be responsible for maintaining the top of any utility trench as least two (2) feet away from any existing or proposed curb or pavement. In these instances where the trench runs parallel to said curb or pavement.			
F. Be responsible for the dewatering of utility trenches during construction and providing the necessary trench bracing that may be required to assure safe working conditions.			
G. Remove soft materials that may be encountered at the pipe invert elevation to a depth of at least one (1) ft. below the bottom of the pipe, and backfill with compacted bedding material.			
H. Not damage the road subgrade with excessive water saturation from hydrant flushing, or from leaks in the water distribution system. The cost of repair for such damage shall be borne by the CONTRACTOR. Hoses should be used to direct the water from hydrant flushing into the storm sewer system if available.			
I. Repair any existing field drainage that is damaged during construction, and properly regrade and/or connect said drainage to the nearest storm sewer outlet. All locations of encountered field drainage shall be properly indicated on the CONTRACTOR's record drawing.			
K. Furnish one (1) set of Record drawings to the ENGINEER upon completion of the sanitary sewers and water mains. Drawings shall show the location of all sanitary sewer lines (measured from the nearest downstream manhole), hydrants, valves, and individual service boxes.			
L. Be responsible for implementation of the "Soil Erosion and Sedimentation Control Measures" as applicable.			
M. Any existing utility structure requiring adjustment or reconstruction shall be completed by the contractor to the satisfaction of the utility owner. Adjustment and reconstruction not called for in the engineering plan shall be at the cost of the contractor. No more than a total of 10% of adjusting rings and/or tee adjusting rings shall be allowed.			
6. Testing and Final Acceptance			
A. Sanitary sewer lines and services shall be tested in accordance with the local jurisdictional requirements pertaining to their final acceptance. Allowable testing tests shall be as described in the "Standard Specifications" unless the local requirements are more restrictive. Service lines must be properly plugged and sealed and clearly located at their termination points prior to testing. All sewer lines and service lines and manholes shall be clean and free of debris prior to their final acceptance.			
B. Storm sewer and all storm structures shall be clean and free of debris prior to their final acceptance.			
C. Water main shall be tested in accordance with the local jurisdictional requirements prior to its final acceptance. The pressure and leakage tests and disconnection of the main shall be as described in the "Standard Specifications" unless the local requirements are more restrictive. All valve vaults shall be clean and free of debris and water, and individual service lines shall be clearly located prior to their final acceptance.			
D. Storm and sanitary sewer lines shall be tested in accordance with the local jurisdictional requirements prior to their final acceptance.			
E. Water main shall be tested in accordance with the local jurisdictional requirements prior to its final acceptance. The pressure and leakage tests and disconnection of the main shall be as described in the "Standard Specifications" unless the local requirements are more restrictive. All valve vaults shall be clean and free of debris and water, and individual service lines shall be clearly located prior to their final acceptance.			
F. Vertical separation			
1. Vertical separation shall be achieved in all cases where the water main is placed near or above the water main. The vertical separation shall be maintained for all portions of the water main that are within 10' of each other.			
2. Vertical separation shall be achieved by using a vertical joint between the water main and the vertical separation pipe. The vertical separation pipe shall be a minimum of 10' in length and shall be connected to the water main at the vertical separation point.			
3. When the water main crosses under a sewer, the sewer or main line shall be supported by the Village of Willowbrook concrete support system.			
4. Vertical separation shall be achieved by using a vertical separation pipe. The vertical separation pipe shall be a minimum of 10' in length and shall be connected to the water main at the vertical separation point.			
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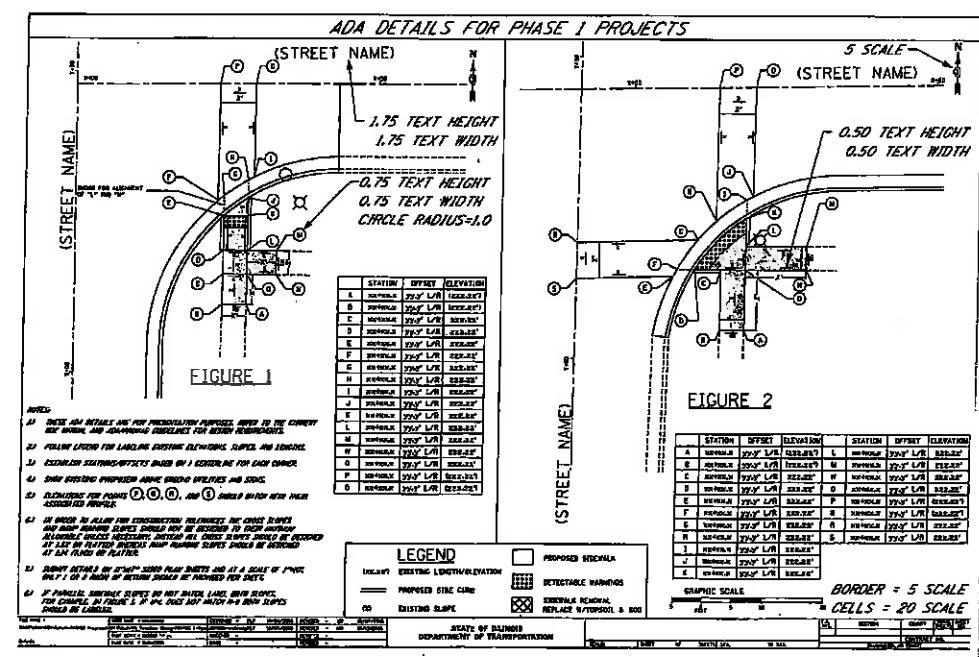




STA 106+50 TO STA.102+50

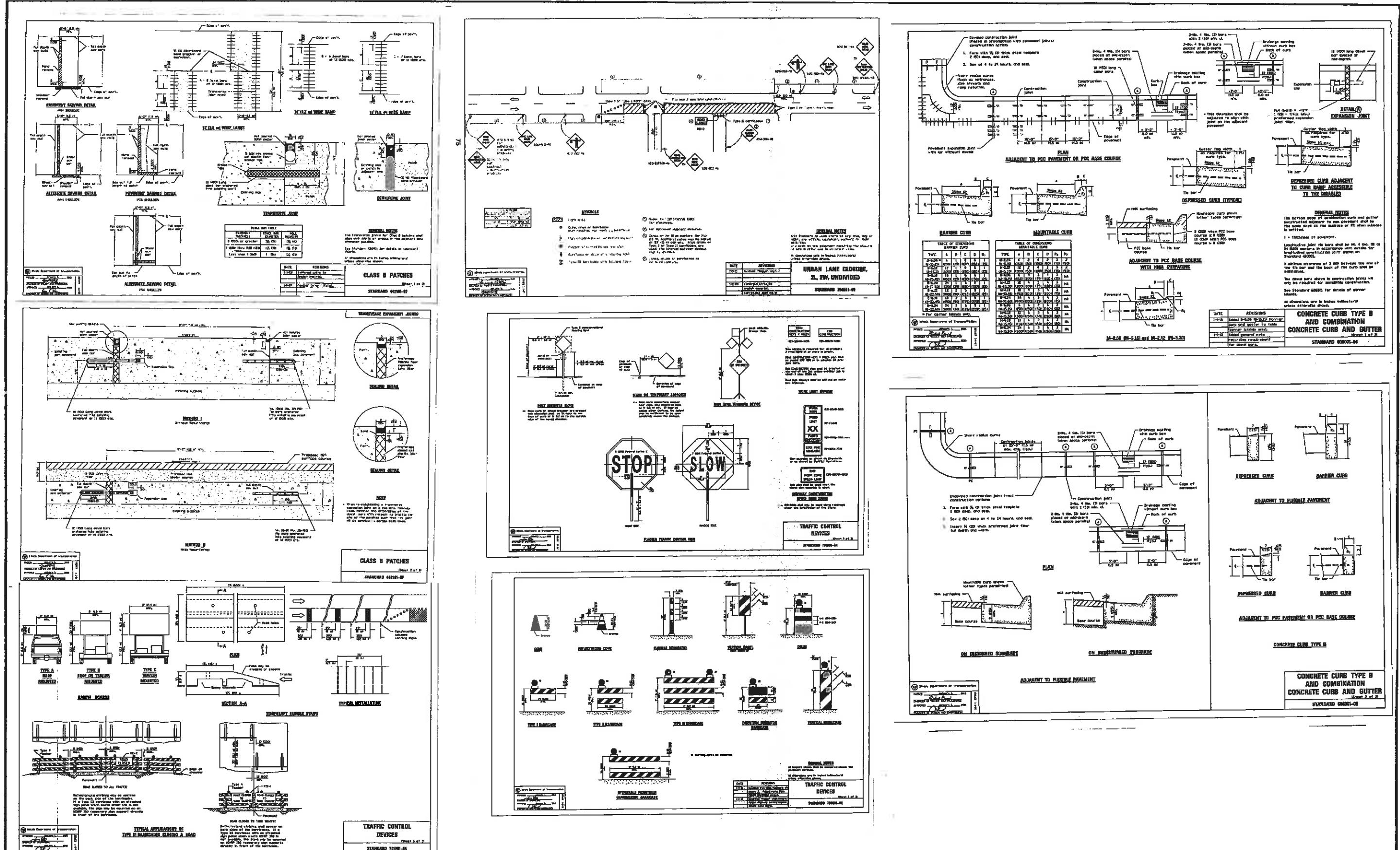


STA 102+50 TO STA 100+50



JOLIET ROAD PAVEMENT REMOVAL
AND UTILITY PLAN

SEC INC. SOUTHWEST ENGINEERING CONSULTANTS, INC. 7621 BAIMBRIDGE DR. DOWNTOWN GROVE, IL 60516 630-737-0025	CLIENT: COMPASS REAL ESTATE HOLDINGS LLC 15W580 N. FRONTRAGE RD BURR RIDGE ILLINOIS 60527 CONTACT: MARIO MAGLIAO PHONE: 630-788-4834	REVISIONS 6 REVISED PER VILLAGE REVIEW 8-16-18 7 REVISED PER VILLAGE & IDOT REVIEW 12-9-16	FINAL ENGINEERING COMPASS ARENA 635 JOLIET RD. WILLOWBROOK, IL	JOLIET ROAD PAVEMENT REMOVAL AND UTILITY PLAN	PROJECT NO. 071014 DATE 1-16-15 SCALE 1"=20' DESIGNED BY WSK DRAWN BY WSK CHECKED BY DMK	11 of 15
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SEC. INC.
SOUTHWEST ENGINEERING
CONSULTANTS, INC.
7621 BAINBRIDGE DR.
DOWNERS GROVE, IL 605616
630-737-0025
FAX 630-737-0026

CLIENT:
COMPASS REAL ESTATE HOLDINGS LLC
15W580 N. FRONTAGE RD.
BURR RIDGE, ILLINOIS 60527
CONTACT: MARIO MAGLIO
PHONE: 630-788-4934

REVISIONS

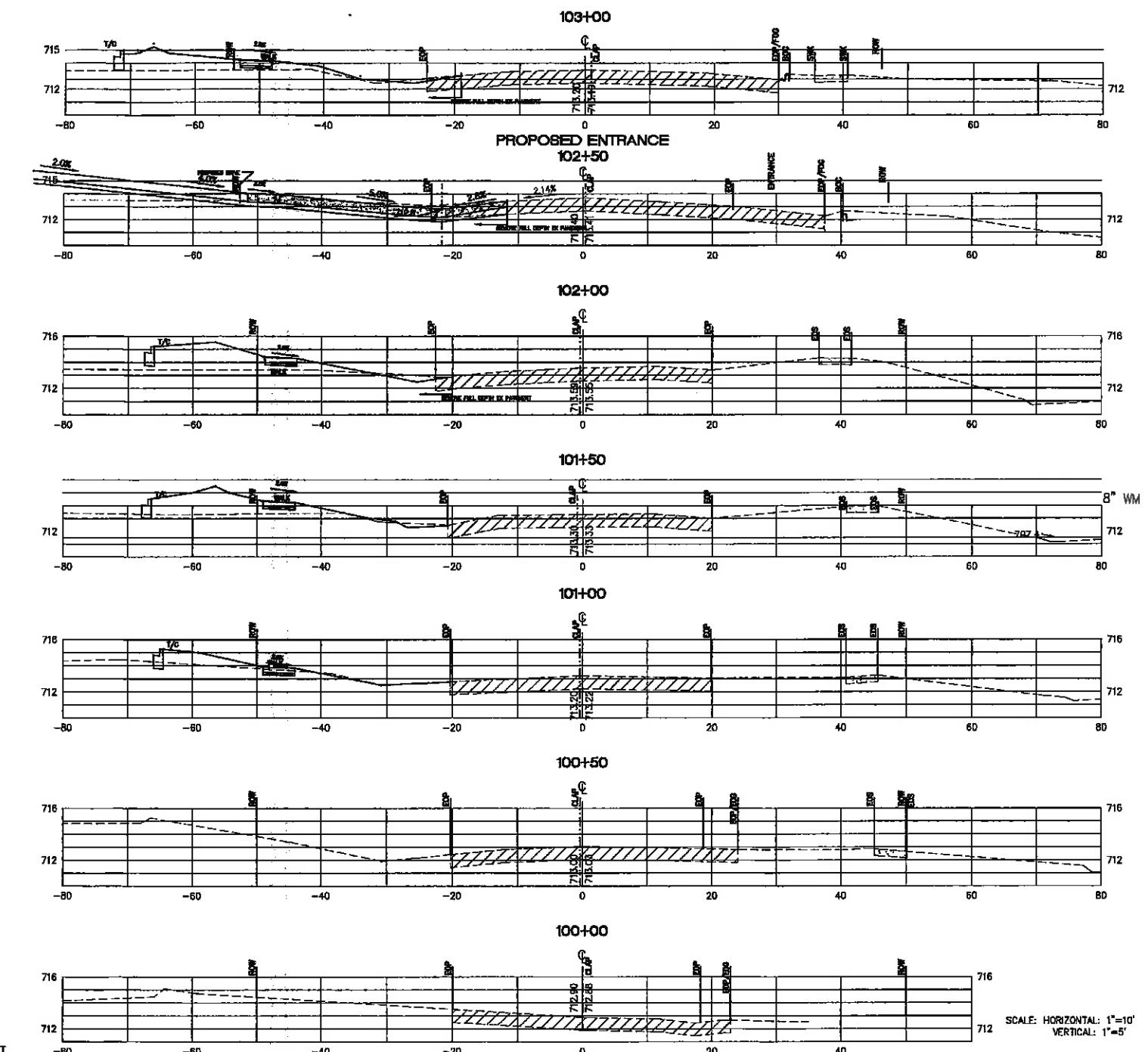
6	REVISED PER VILLAGE REVIEW	8-16-10
7	REVISED PER VILLAGE & IDOT REVIEW	12-9-10

**FINAL ENGINEERING
COMPASS ARENA
635 JOLIET RD. WILLOWBROOK, IL**

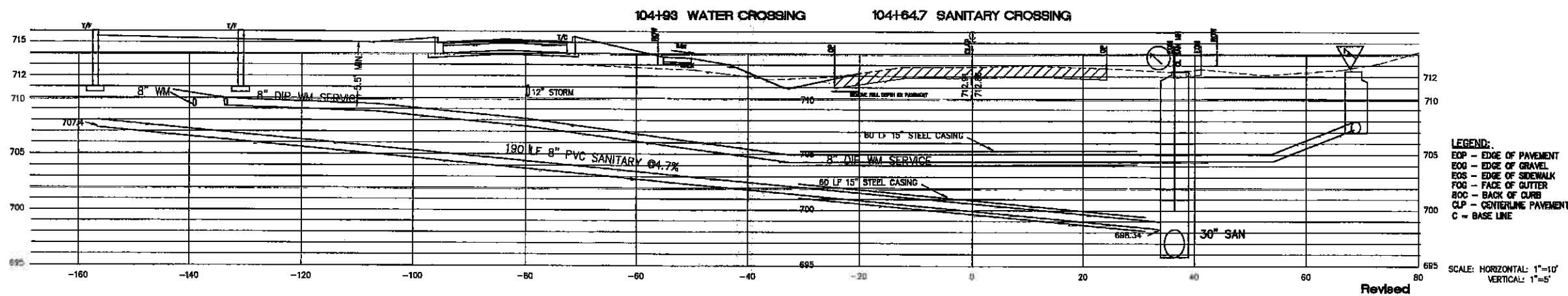
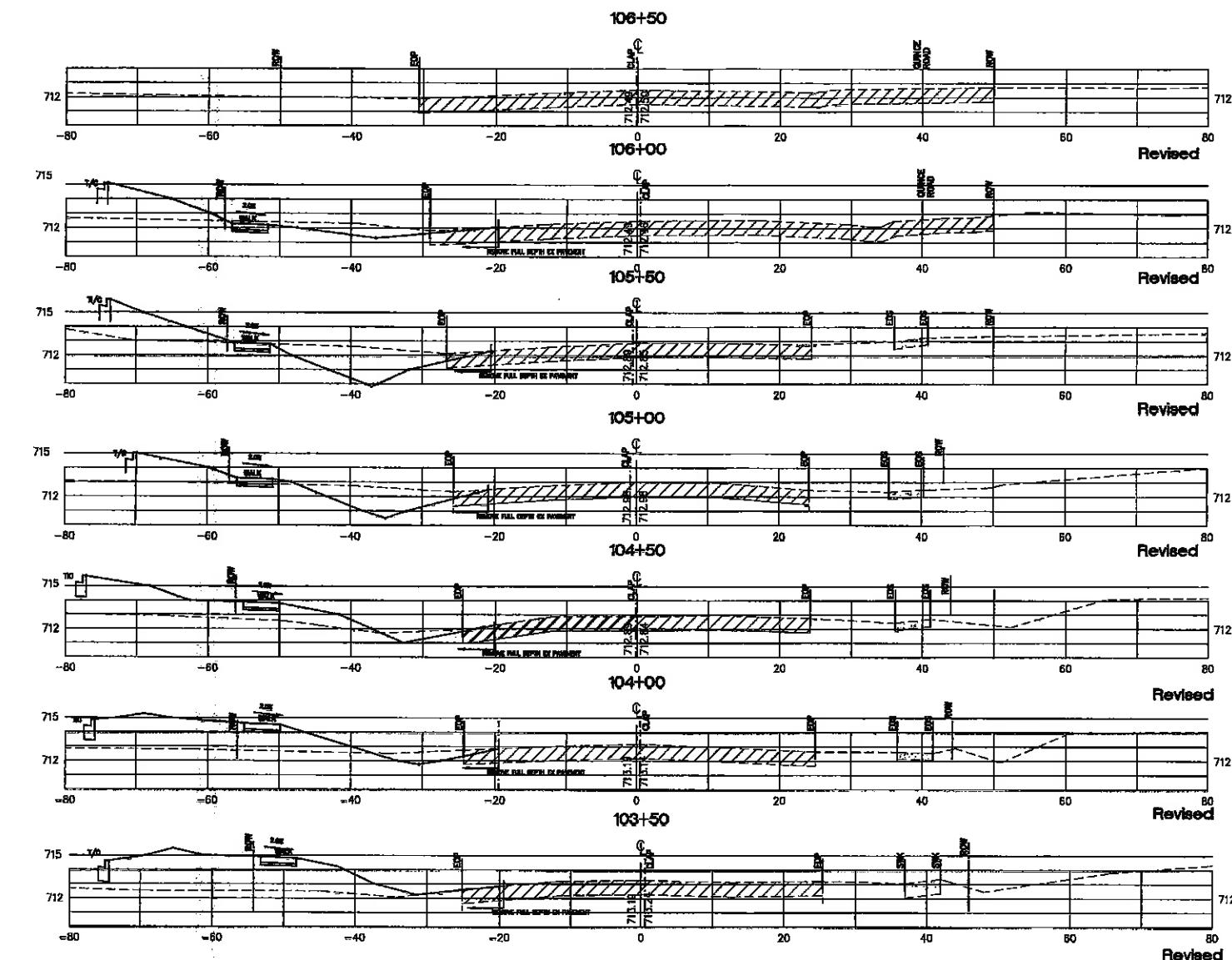
JOLIET ROAD DETAILS

PROJECT NO. 071014
DATE 1-16-15
SCALE NONE
DESIGNED BY WSK
DRAWN BY WSK
CHECKED BY DMK

**SHEET 12
OF 15**



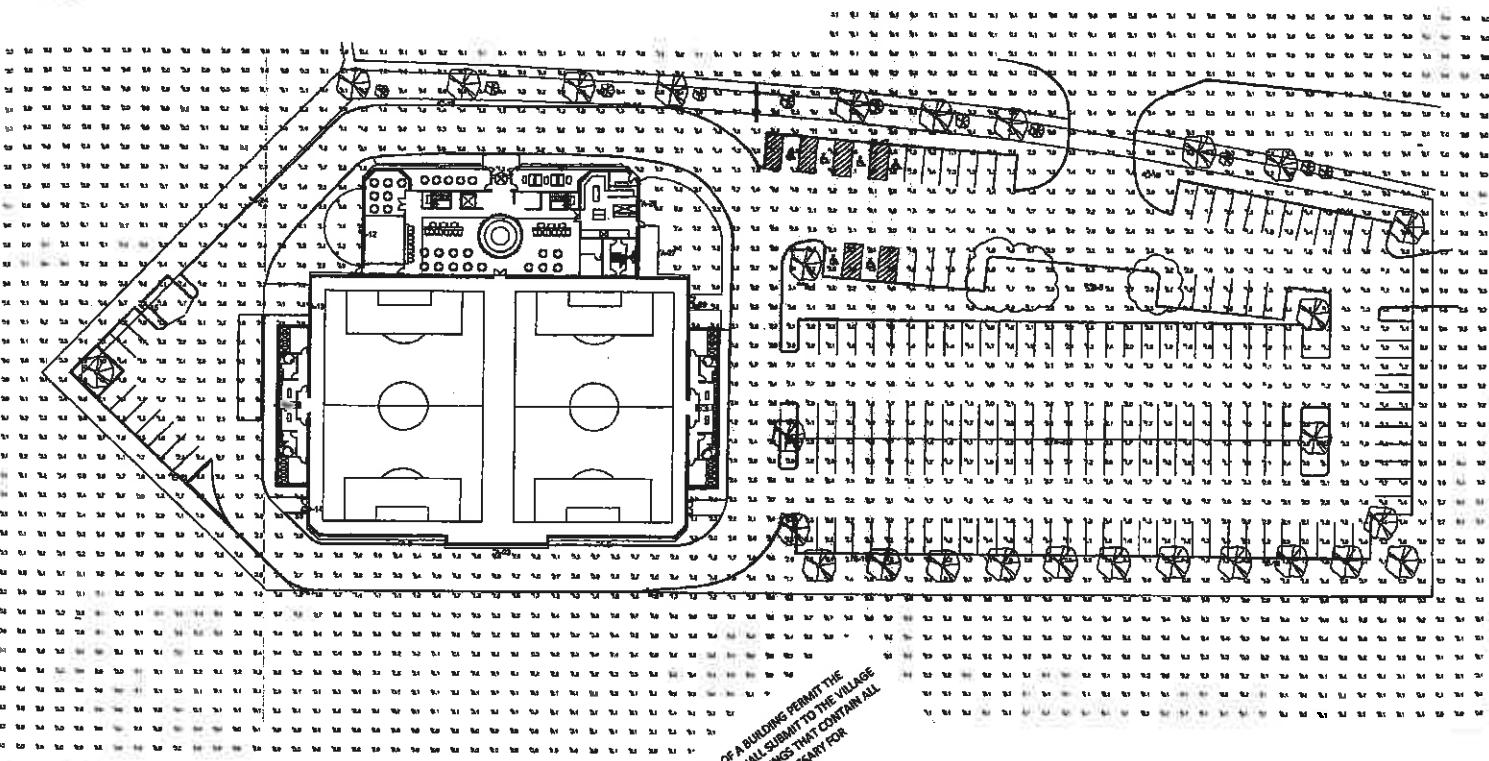
SEC INC	CLIENT:	REVISIONS	FINAL ENGINEERING COMPASS ARENA 635 JOLIET RD. WILLOWBROOK, IL	PROJECT NO. 071014 DATE 1-18-15 SCALE _____ DESIGNED BY WSK DRAWN BY WSK CHECKED BY DMK	HEET 13 of 15
SOUTHWEST ENGINEERING CONSULTANTS, INC. 7621 BAIMBRIDGE DR. DOWNERS GROVE, IL 60516 630-737-0026	COMPASS REAL ESTATE HOLDINGS LLC 15W580 N. FRONTAGE RD BURR RIDGE ILLINOIS 60527 CONTACT: MARIO MAGLIANO PHONE: 630-788-4934	0 REVISED PER VILLAGE REVIEW 8-18-15 1 REVISED PER VILLAGE & IDOT REVIEW 12-2-16			



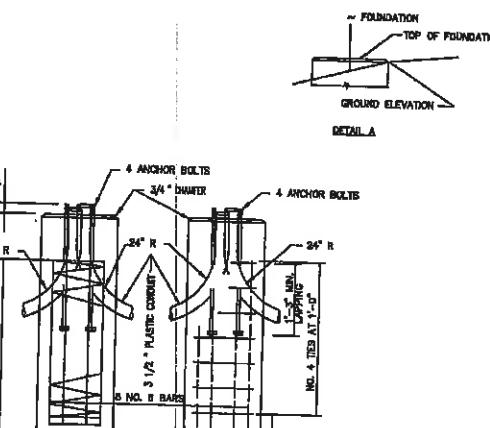
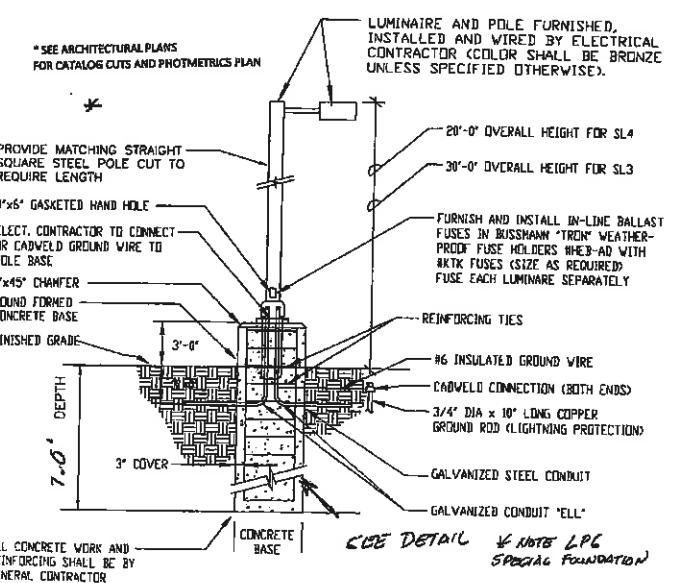
LUMINAIRE SCHEDULE						
System	Label	Qty	Model Number	Description	Length	Flame
	A	1	DISK LED 100W	DISK LED 100W TYPE: DISK OPTIC, 4000K VOLTS: 120V	LED	DISK LED 100W TYPE: DISK OPTIC, 4000K VOLTS: 120V
	B	2	DISK LED 40W	DISK LED 40W TYPE: DISK OPTIC, 4000K VOLTS: 120V	LED	DISK LED 40W TYPE: DISK OPTIC, 4000K VOLTS: 120V
	C	7	DISK LED 10W	DISK LED 10W TYPE: DISK OPTIC, 4000K VOLTS: 120V	LED	DISK LED 10W TYPE: DISK OPTIC, 4000K VOLTS: 120V
	D	1	DISK LED 10W	DISK LED 10W TYPE: DISK OPTIC, 4000K VOLTS: 120V	LED	DISK LED 10W TYPE: DISK OPTIC, 4000K VOLTS: 120V
	E	4	DISK LED 10W	DISK LED 10W TYPE: DISK OPTIC, 4000K VOLTS: 120V	LED	DISK LED 10W TYPE: DISK OPTIC, 4000K VOLTS: 120V

VERIFY ALL DETAILS WITH THE ARCHITECTURAL PLANS AS PARKING LIGHTS WILL BE WITH THE ELECTRICAL CONTRACTOR FOR THE BUILDING

LUMINAIRE LOCATIONS						
Row	Label	Latitude	Longitude	Altitude	W.H.	Description
1	B	39.1	90.0	260	850	
2	B	39.1	90.0	260	850	
3	B	39.1	90.0	260	850	
4	B	39.1	91.1	260	850	
5	B	39.1	91.1	260	850	
6	B	39.1	91.1	260	850	
7	B	39.1	91.1	260	850	
8	A	39.1	90.0	260	850	
9	A	39.1	90.0	260	850	
10	A	39.1	90.0	260	850	
11	A	39.1	90.0	260	850	
12	A	39.1	90.0	260	850	
13	C	39.1	91.1	260	850	
14	C	39.1	91.1	260	850	
15	C	39.1	91.1	260	850	
16	C	39.1	91.1	260	850	
17	C	39.1	91.1	260	850	
18	C	39.1	91.1	260	850	
19	E	39.1	91.1	260	850	
20	E	39.1	91.1	260	850	
21	E	39.1	91.1	260	850	
22	E	39.1	91.1	260	850	
23	A	39.1	90.0	260	850	
24	G	39.1	90.0	260	850	
25	G	39.1	90.0	260	850	
26	G	39.1	90.0	260	850	
27	A	39.1	90.0	260	850	
28	A	39.1	90.0	260	850	
29	A	39.1	90.0	260	850	



PRIOR TO THE ISSUANCE OF A BUILDING PERMIT THE
ELECTRICAL CONTRACTOR SHALL SUBMIT TO THE VILLAGE
OF WILLOWBROOK SHOP DRAWINGS THAT CONTAIN ALL
REQUIRED PHOTOMETRIC DATA NECESSARY FOR
COMPLIANCE TO THE VILLAGE CODE.



FOUNDATION DETAIL
N.T.S.

SEC INC.
SOUTHWEST ENGINEERING
CONSULTANTS, INC.
7621 BAINBRIDGE DR.
DOWNTOWN GROVE, IL 60516
630-737-0025
FAX 630-737-0026

CLIENT:
COMPASS REAL ESTATE HOLDINGS LLC
15WSB N. FRONTAGE RD.
BURN RIDGE, ILLINOIS 60527
CONTACT: MARIO MAGLIANO
PHONE: 630-788-4934

REVISIONS
6 REVISED PER VILLAGE REVIEW 8-16-16

FINAL ENGINEERING
COMPASS ARENA
635 JOLIET RD. WILLOWBROOK, IL

DETAILS

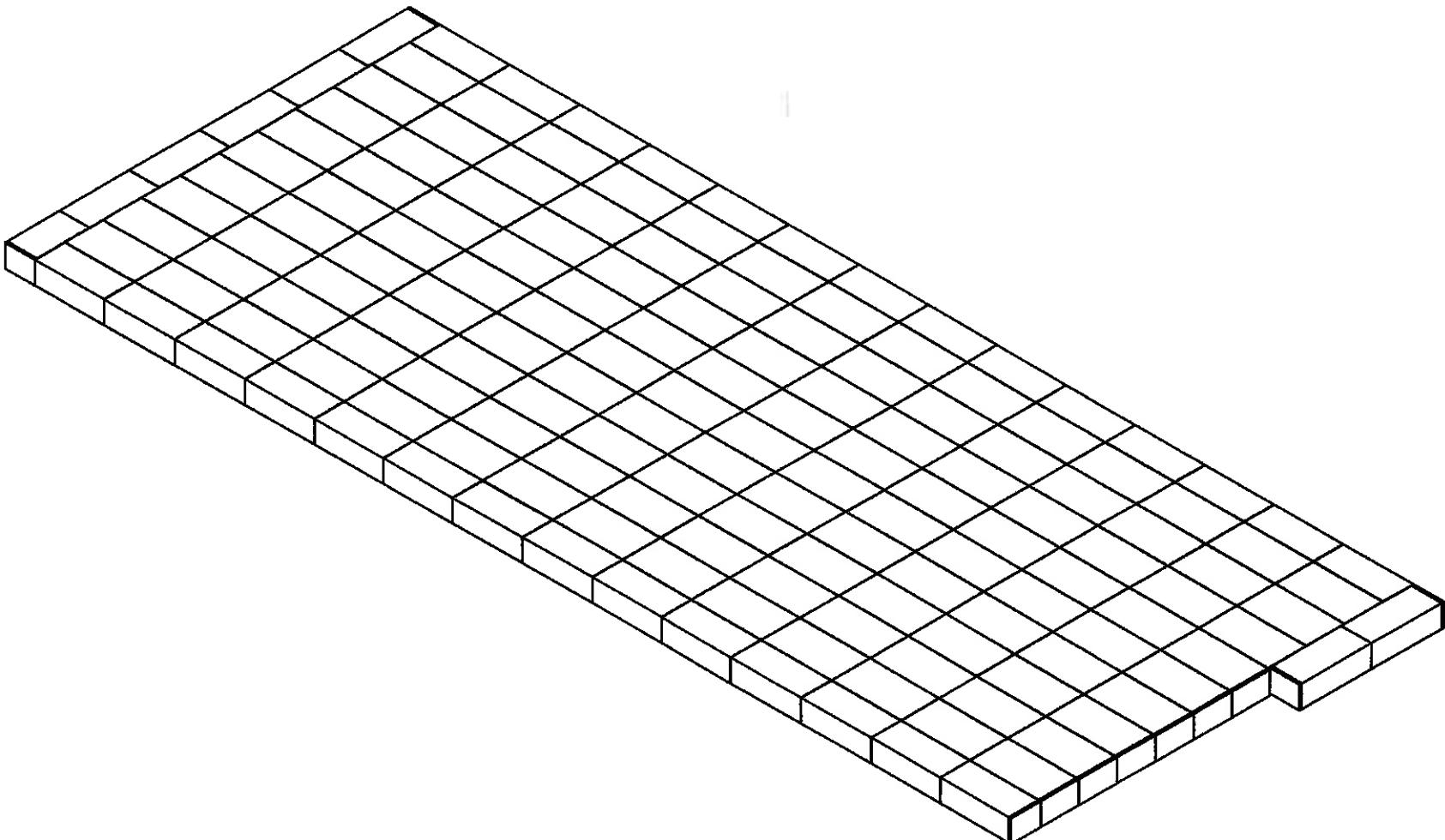
PROJECT NO. 071014
DATE 1-16-15
SCALE NONE
DESIGNED BY WSK
DRAWN BY WSK
CHECKED BY DMK

SHEET
15
OF 15



STORMTRAP

Precast Concrete Modular Stormwater Management Systems



COMPASS ARENA

WILLOWBROOK, IL

**STORM TRAP PLANS ARE INCLUDED
PRIOR TO ISSUE OF A BUILDING PERMIT FOR DESIGN PURPOSES
CONTRACTOR SHALL ENTER INTO A CONTRACT WITH
"STORM TRAP" CONTRACTOR, PRIOR TO THE SPECIFIC
MADE SIGNED AND SEALED PRECAST DRAWINGS FOR
SUBMITTED TO THE VILLAGE OF WILDEWOOD FOR
APPROVAL. STAMPED APPROVED DRAWINGS SHALL BE
ISSUED TO "STORM-TRAP" OR APPROVED DRAWINGS SHALL BE**

DESIGN ASSUMPTIONS

COVER: MIN: 0.50' - MAX: 4.00'
GROUND WATER TABLE: BELOW THE SYSTEMS INVERT
SOIL PRESSURE: 4000 PSF
LOADING: AASHTO HS-20 HIGHWAY LOADING

SHEET INDEX

1 REV.: DATE: D-
1
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1

STORM TRAP PLANS ARE INCLUDED FOR DESIGN PURPOSES
PRIOR TO ISSUANCE OF A BUILDING PERMIT OWNER /
CONTRACTOR SHALL ENTER INTO A CONTRACT WITH
UNDERGROUND CONTRACTOR AND ORDER THE SPECIFIC
"STORM TRAP" STRUCTURES. PRIOR TO STRUCTURES BEING
MADE SIGNED AND SEALED PRECAST DRAWINGS SHALL BE
SUBMITTED TO THE VILLAGE OF WILLOWBROOK FOR
APPROVAL. STAMPED APPROVAL OF WILLOWBROOK SHALL BE
ISSUED TO "STORM-TRAP" OR EQUAL

JOB SITE INFORMATION

DESCRIPTION

JOB NAME:	COMPASS ARENA
ENGINEERING COMPANY:	SOUTHWEST ENGINEERING CONSULTANTS, INC
CONTACT NAME:	
CONTACT PHONE:	630-737-0025
CONTACT FAX:	630-737-0026
STORM TRAP SUPPLIER:	STORMTRAP
CONTACT NAME:	KEITH PFEIFER
CELL PHONE:	815-791-8449
SALES EMAIL:	KPFEIFER@STORMTRAP.COM
WATER STORAGE REQ'D:	81,022.00 CUBIC FEET
WATER STORAGE PROV:	81,171.88 CUBIC FEET
UNIT HEADROOM:	4'-6" SINGLETRAP
UNIT QUANTITY:	182 TOTAL PIECES

STORMTRAP®
PRECAST CONCRETE MODULAR STORMWATER MANAGEMENT SYSTEMS
THIS STORMTRAP® DESIGN MAY BE COVERED BY U.S. PATENT NO. 5,059,622, 7,344,337 D2
THE FOLLOWING U.S. PATENTS ARE ALSO OWNED BY STORMTRAP®
CA. PATENT NO. 5,448,609

ENGINEER INFORMATION:

**SOUTHWEST
ENGINEERING
CONSULTANTS, INC
7621 BAIMBRIDGE DR
DOWNTOWN GROVE, IL 60516
PHONE: 630-737-0025
FAX: 630-737-0026**

PROJECT INFORMATION:

**COMPASS ARENA
WILLOWBROOK, IL.**

CURRENT ISSUED DATE:

27-JAN-2015

APPROVED BY:

PRELIMINARY

REV: DATE: DEC: DWG:

1 27-JAN-2015 ISSUED FOR PRELIMINARY DS

NETD

COVER SHEET

SHEET NUMBER

0.0

STORMTRAP INSTALLATION SPECIFICATION

1. STORMTRAP MODULES SHALL BE MANUFACTURED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET/OUTLET PIPE OPENINGS.
2. STORMTRAP SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C891-09, STANDARD PRACTICE FOR INSTALLATION OF UNDERGROUND PRE-CAST CONCRETE UTILITY STRUCTURES. THE FOLLOWING ADDITIONS AND/OR EXCEPTIONS SHALL APPLY:
 - A. SPECIFICATIONS ON THE ENGINEER'S DRAWINGS SHALL TAKE PRECEDENCE.
 - B. THE STONE FOUNDATION HAS BEEN DESIGNED BASED ON THE FOLLOWING ASSUMPTIONS. THESE ASSUMPTIONS WILL NEED TO BE VERIFIED BY A GEOTECHNICAL ENGINEER WHICH WILL NEED TO BE EMPLOYED BY THE OWNER.
 1. A QUALIFIED GEOTECHNICAL ENGINEER WILL BE EMPLOYED, BY OWNER, TO PROVIDE ASSISTANCE IN EVALUATING THE EXISTING SOIL CONDITIONS AT THE ELEVATION THE STONE FOUNDATION IS TO BE PLACED. IF A STONE FOUNDATION IS TO BE USED FOR THIS CONDITION, THE BEARING PRESSURE OF THE SOILS AT THIS LEVEL WILL NEED TO MEET OR EXCEED 4000 PSF ALLOWABLE CAPACITY. IF THIS IS NOT POSSIBLE, THE GEOTECHNICAL ENGINEER MUST MAKE REMEDIAL RECOMMENDATIONS IN ORDER TO REACH THIS CAPACITY. IF THIS IS NOT POSSIBLE, THE STONE FOUNDATION MAY NOT BE AN OPTION FOR THIS LOCATION.
 2. A QUALIFIED GEOTECHNICAL ENGINEER WILL BE EMPLOYED, BY OWNER, TO EVALUATE A SOURCE OF STONE AGGREGATES THAT WILL BE PLACED ON THE PROPERLY COMPAKTED 4000 PSF ALLOWABLE CAPACITY SOILS. THE STONE BASE COURSE FOR WHICH THE STORMTRAP SYSTEM WILL BEAR DIRECTLY ON WILL NEED TO ATTAIN A MINIMUM 20,000 PSF ALLOWABLE BEARING CAPACITY. STORMTRAP HAS RECOMMENDED A MINIMUM BED OF 9/4" DIAMETER ANGULAR STONE WELL COMPAKTED AND SEADED, WITH NO FINES AT A 3 INCH THICKNESS AND AN ADDITIONAL 3 INCH DIAMETER CRUSHED ANGULAR STONE, WELL COMPAKTED AND SEADED, WITH NO FINES AT A 15 INCH THICKNESS. PLEASE NOTE THAT THESE ARE ONLY MINIMUM RECOMMENDATIONS AND A QUALIFIED GEOTECHNICAL ENGINEER SHALL BE USED TO DETERMINE THE EXACT REQUIREMENTS FOR THE LOCATIONS THAT THE STORMTRAP SYSTEM IS TO BE LOCATED.
 3. THE CONTRACTOR SHALL REMOVE ANY AND ALL EXPANDABLE OR COLLAPSIBLE SOILS AT THE DIRECTION OF A QUALIFIED GEOTECHNICAL ENGINEER.
 4. THE STONE SHALL BE INSTALLED A MINIMUM OF 2'-0" BEYOND THE LIMITS OF THE STORMTRAP MODULES PERIMETER.
 5. USE CRUSHED ANGULAR STONE AND COMPACT THE STONE USING A VIBRATING ROLLER WITH ITS FULL DYNAMIC FORCE APPLIED TO ACHIEVE A FLAT SURFACE.
 6. DISK, DRY, AND COMPACT THE TOP 8" OF THE SUBGRADE SOILS TO 95% OF THE STANDARD DRY DENSITY AND 110% OPTIMUM MOISTURE CONTENT.
- C. AGGREGATE SHALL BE GRADED TO WITHIN +/- 1/4" OF THE GRADE SHOWN ON THE PLANS
- D. MINIMUM 4000 PSF SOIL BEARING CAPACITY. SOIL STRENGTHS TO BE VERIFIED IN FIELD BY OTHERS.
- E. THE STORMTRAP MODULES SHALL BE PLACED SUCH THAT THE MAXIMUM SPACE BETWEEN ADJACENT MODULES DOES NOT EXCEED 3/4". IF THE SPACE EXCEEDS 3/4", THE MODULES SHALL BE RESET WITH APPROPRIATE ADJUSTMENT MADE TO LINE AND GRADE TO BRING THE SPACE INTO SPECIFICATION.
- F. ALL EXTERIOR JOINTS BETWEEN ADJACENT STORMTRAP MODULES SHALL BE SEALED WITH PRE-FORMED, COLD-APPLIED, SELF-ADHERING ELASTOMERIC RESIN BONDED TO A WOVEN HIGHLY PUNCTURE RESISTANT POLYMER WRAP CONFORMING TO ASTM C891-09 AND SHALL BE 0'-8" WIDE WITH INTEGRATED PRIMER SEALANT AS APPROVED BY STORMTRAP. THE ADHESIVE EXTERIOR JOINT WRAP SHALL BE INSTALLED ACCORDING TO THE FOLLOWING INSTALLATION INSTRUCTIONS:
 1. USE A BRUSH OR WET CLOTH TO THOROUGHLY CLEAN THE OUTSIDE SURFACE AT THE POINT WHERE THE JOINT WRAP IS TO BE APPLIED.
 2. A RELEASE PAPER PROTECTS THE ADHESIVE SIDE OF THE JOINT WRAP. PLACE THE ADHESIVE TAPE (ADHESIVE SIDE DOWN) AROUND THE STRUCTURE, REMOVING THE RELEASE PAPER AS YOU GO. PRESS THE JOINT WRAP FIRMLY AGAINST THE STORMTRAP MODULE SURFACE WHEN APPLYING.
- G. THE FILL PLACED AROUND THE STORMTRAP UNITS MUST BE DEPOSITED ON BOTH SIDES AT THE SAME TIME AND TO APPROXIMATELY THE SAME ELEVATION. AT NO TIME SHALL THE FILL BEHIND ONE SIDE WALL BE MORE THAN 2'-0" HIGHER THAN THE FILL ON THE OPPOSITE SIDE. BACKFILL SHALL BE COMPAKTED TO 95% STANDARD PROCTOR DENSITY OR OTHERWISE SPECIFIED BY ENGINEER. CARE SHALL BE TAKEN TO PREVENT ANY WEDGING ACTION AGAINST THE STRUCTURE, AND ALL SLOPES BOUNDING OR WITHIN THE AREA TO BE BACKFILLED MUST BE STEPPED OR SERRATED TO PREVENT WEDGE ACTION. (REFERENCE ARTICLE 502.10 I.D.O.T. S.S.R.B.C.) CARE SHALL ALSO BE TAKEN AS NOT TO DISRUPT THE JOINT WRAP FROM THE JOINT DURING THE BACKFILL PROCESS. BACKFILL MATERIAL SHALL BE CLEAN, CRUSHED, ANGULAR No.5 (AASHTO M43) AGGREGATE.

- H. DISTRIBUTE THE FILL OVER THE SYSTEM WITH A TRACKED CONSTRUCTION VEHICLE, DO NOT EXCEED THE MAXIMUM ALLOWABLE GROUND PRESSURE SHOWN IN TABLE 1.

TABLE 1.

FILL DEPTH	TRACK WIDTH	MAX GROUND PRESSURE
12"	12"	1690 psf
	18"	1219 psf
	24"	1111 psf
	30"	1000 psf
	36"	924 psf

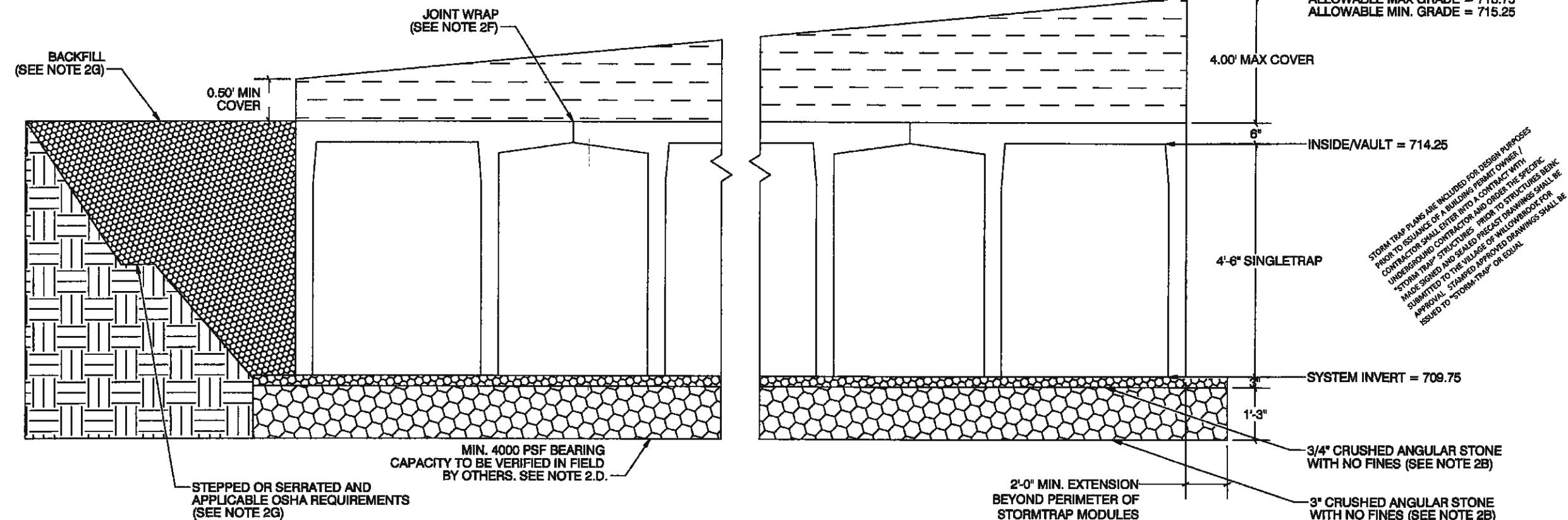
MAXIMUM ALLOWABLE GROUND PRESSURE IS THE VEHICLE OPERATING WEIGHT DIVIDED BY THE TOTAL VEHICLE TRACK-GROUND CONTACT AREA, FOR BOTH TRACKS.

USE A WALK-BEHIND OR VIBRATORY ROLLER, NOT TO EXCEED A MAXIMUM GROSS VEHICLE WEIGHT OF 12,000# AND A MAXIMUM DYNAMIC FORCE OF 20,000#, WITH A MINIMUM OF 12" OF COMPAKTED FILL OVER THE SYSTEM.

FULL DUMP TRUCKS MUST NOT BE DRIVEN OR DUMP STONE OVER THE SYSTEM. RAISING THE BODY TO DUMP STONE SIGNIFICANTLY INCREASES THE REAR WHEEL LOADS.

STORMTRAP SPECIFICATION

1. TOTAL COVER: MIN. 0.50' MAX. 4.00' CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS.
2. CONCRETE CHAMBER DESIGNED FOR AASHTO HS-20 HIGHWAY LOADING. MIN. SOIL PRESSURE 4000 PSF.
3. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION.
4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE BELOW THE SYSTEMS INVERT. IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.
5. FOR STRUCTURAL CALCULATIONS THE SOIL DENSITY IS ASSUMED TO BE 120 PCF.



STORM TRAP PLANS ARE INCLUDED FOR DESIGN PURPOSES
PRIOR TO ISSUANCE OF A BUILDING PERMIT. OWNER /
CONTRACTOR SHALL ENTER INTO A CONTRACT WITH /
STORM TRAP CONTRACTOR AND ORDER THE STRUCTURE BEING
MADE. STORM TRAP CONTRACTOR AND OWNER SHALL BE
SUBMITTED TO THE VILLAGE OF WILMETTE PRECAST DRAWINGS FOR
APPROVAL. STORM TRAP DRAWINGS FOR WILMETTE SHALL BE
ISSUED TO "STORM TRAP" OR EQUAL

*FOR STRUCTURAL CALCULATIONS THE GROUND
WATER TABLE IS ASSUMED TO BE
BELOW THE SYSTEMS INVERT. IF WATER TABLE IS
DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.

STORMTRAP
PRECAST CONCRETE MODULAR STORMWATER MANAGEMENT SYSTEM
THIS STORMTRAP DESIGN MAY BE COVERED BY ONE OR MORE OF THE
FOLLOWING U.S. PATENTS: NO. 4,600,852, 7,000,852, 7,344,385
OR PATENT NO. 2,424,620
2495 WEST BUNGALOW ROAD
MORRIS, IL 60450
P: 815-941-4663
F: 815-416-1100

ENGINEER INFORMATION:

SOUTHWEST
ENGINEERING
CONSULTANTS, INC
7621 BAINBRIDGE DR
DOWNERS GROVE, IL 60516
PHONE: 630-737-0025
FAX: 630-737-0026

PROJECT INFORMATION:
COMPASS ARENA
WILLOWBROOK, IL.

CURRENT ISSUED DATE:

27-JAN-2015

APPROVED BY:

PRELIMINARY

REV.: DATE: DESC. DWG.

1	27-JAN-2015	ISSUED FOR PRELIMINARY	DS

SCALE:

NTS

SHEET TITLE:

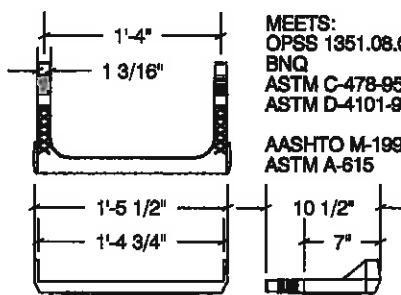
SINGLETRAP
INSTALLATION
SPECIFICATIONS

SHEET NUMBER:

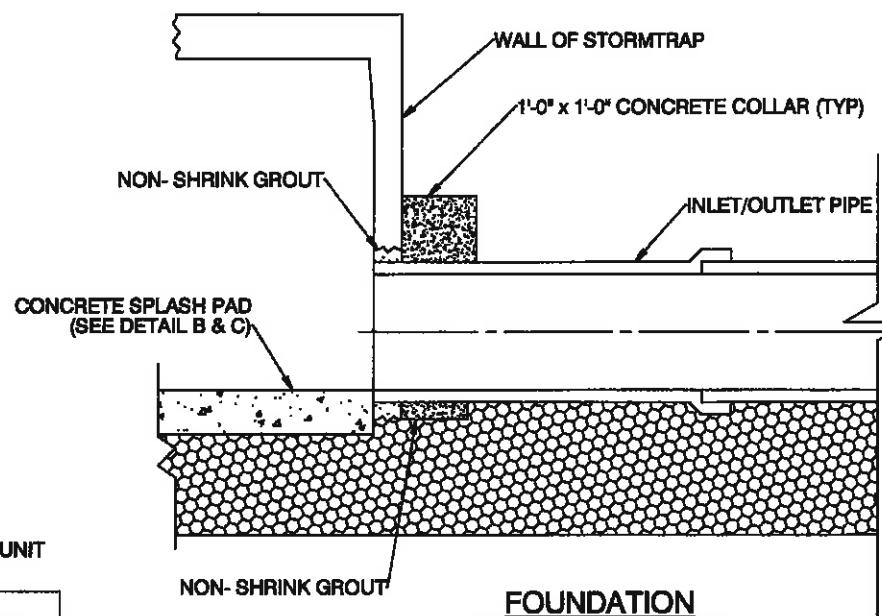
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RECOMMENDED ACCESS OPENING SPECIFICATION

1. TYPICAL ACCESS OPENINGS FOR THE STORMTRAP SYSTEM ARE 2'-0" IN DIAMETER. ACCESS OPENINGS LARGER THAN 2'-0" IN DIAMETER NEED TO BE APPROVED BY STORMTRAP. ALL OPENINGS MUST RETAIN AT LEAST 1'-0" OF CLEARANCE IN ALL DIRECTIONS FROM THE EDGE OF THE STORMTRAP UNITS.
2. PLASTIC COATED STEEL STEPS PRODUCED BY M.A. INDUSTRIES PART #PS3-PFC (SEE DETAIL TO THE RIGHT) ARE PROVIDED INSIDE ANY UNIT WHERE DEEMED NECESSARY. THE HIGHEST STEP IN THE UNIT IS TO BE PLACED A DISTANCE OF 1'-0" FROM THE INSIDE EDGE OF THE STORMTRAP UNITS. ALL ENSUING STEPS SHALL BE PLACED WITH A MAXIMUM DISTANCE OF 1'-4" BETWEEN THEM. STEPS MAY BE MOVED OR ALTERED TO AVOID OPENINGS OR OTHER IRREGULARITIES IN THE UNIT.
3. STORMTRAP LIFTING INSERTS MAY BE RELOCATED TO COINCIDE WITH THE ACCESS OPENING OR THE CENTER OF GRAVITY OF THE UNIT AS NEEDED.
4. STORMTRAP ACCESS OPENINGS MAY BE RELOCATED TO AVOID INTERFERENCE WITH INLET AND/OR OUTLET PIPE OPENINGS SO PLACEMENT OF STEPS IS ATTAINABLE.
5. ACCESS OPENINGS SHOULD BE LOCATED IN ORDER TO MEET THE APPROPRIATE MUNICIPAL REQUIREMENTS. STORMTRAP RECOMMENDS AT LEAST ONE ACCESS OPENING PER SYSTEM FOR ACCESS AND INSPECTION.
6. USE PRECAST ADJUSTING RINGS AS NEEDED TO MEET GRADE. STORMTRAP RECOMMENDS FOR COVER OVER 2' TO USE PRECAST BARREL OR CONE SECTIONS. (BY OTHERS)

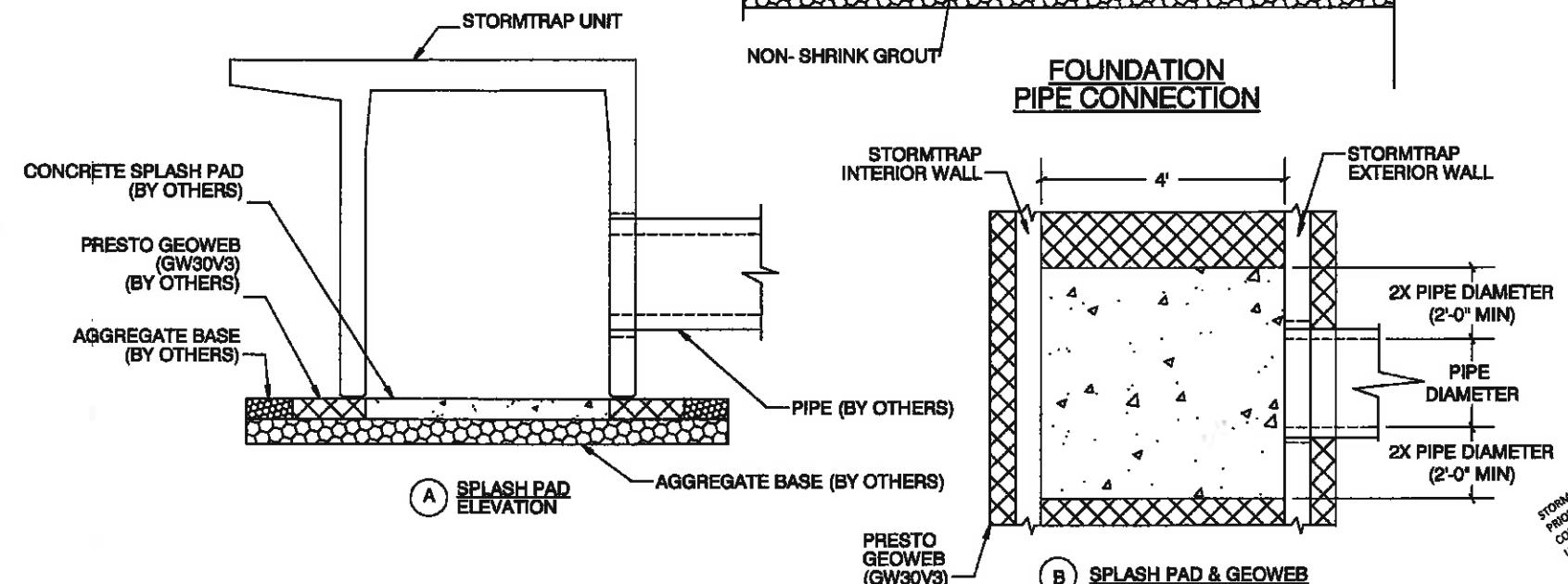


STEP DETAIL



RECOMMENDED PIPE OPENING SPECIFICATION

1. PIPE OPENINGS SHALL MAINTAIN A MINIMUM 1'-0" OF CLEARANCE FROM A VERTICAL EDGE OF THE STORMTRAP UNIT.
2. MAXIMUM OPENING SIZE TO BE DETERMINED BY UNIT HEIGHT. PREFERRED OPENING SIZE Ø35" OR LESS. ANY OPENING NEEDED THAT DOES NOT FIT THIS CRITERIA SHALL BE BROUGHT TO THE ATTENTION OF STORMTRAP FOR REVIEW.
3. CONNECTING PIPES SHALL BE INSTALLED WITH A 1'-0" CONCRETE COLLAR, AND A AGGREGATE CRADLE FOR AT LEAST ONE PIPE LENGTH, AS SHOWN. A STRUCTURAL GRADE CONCRETE OR GROUT WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI SHALL BE USED.
4. THE ANNUAL SPACE BETWEEN THE PIPE AND THE HOLE SHALL BE FILLED WITH NON-SHRINK GROUT.

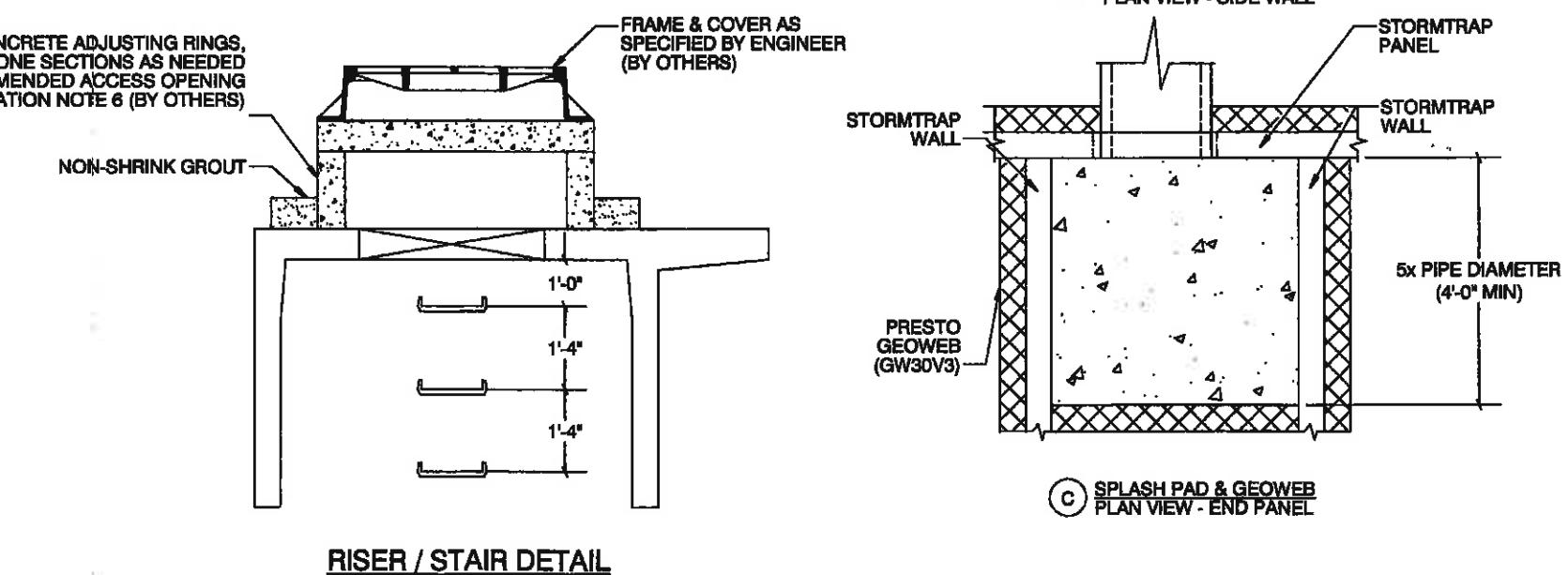


RECOMMENDED PIPE INSTALLATION INSTRUCTIONS

1. CLEAN AND LIGHTLY LUBRICATE ALL OF PIPE TO BE INSERTED INTO STORMTRAP.
2. IF PIPE IS CUT, CARE SHOULD BE TAKEN TO ALLOW NO SHARP EDGES. BEVEL AND LUBRICATE LEAD END OF PIPE.
3. ALIGN CENTER OF PIPE TO CORRECT ELEVATION AND INSERT INTO OPENING.

SPLASH PAD & GEOWEB SPECIFICATION

1. THE APPROVED GEOWEB SHALL BE PRESTO GEOWEB (GW30V3). THE GEOWEB NOMINAL DIMENSIONS SHALL BE 9'-FT x 25'-FT.
2. SPLASH PAD AND GEOWEB SHALL BE INSTALLED PRIOR TO INSTALLATION OF THE STORMTRAP UNITS.
3. THE GEOWEB INFILL MATERIAL SHALL BE AASHTO M43 #5 AGGREGATE (SEE DETAIL A).
4. THE CONCRETE SPLASH PAD SHALL BE INSTALLED WITHIN THE GEOWEB AND IS REQUIRED AT ALL PIPE ENTRY LOCATIONS. SEE DETAIL B & C.
5. THE GEOWEB EDGE SHALL BE INSTALLED 1-FT BEYOND THE OUTER PERIMETER OF THE STORMTRAP SYSTEM.
6. THE GEOWEB LONGITUDINAL DIMENSION (25-FT) SHALL BE INSTALLED PARALLEL TO THE STORMTRAP LEGS.
7. THE CONCRETE SPLASH PAD AND GEOWEB SHALL BE CENTERED AT THE PIPE PENETRATION.
8. SPLASH PAD DIMENSIONS COULD VARY IN UNITS THAT ARE LESS THAN 16'-4" IN LENGTH.



RISER / STAIR DETAIL

STORMTRAP®
PRECAST CONCRETE MODULAR STORMWATER MANAGEMENT SYSTEMS
THIS STORMTRAP® DESIGN IS A TRADE SECRET OF M.A. INDUSTRIES, INC.
FOLLOWING U.S. PATENT NO. 6,222,717, U.S. DESIGN PATENT NO. 2,744,303, U.S. DESIGN PATENT NO. 2,744,304, U.S. DESIGN PATENT NO. 2,744,305, U.S. DESIGN PATENT NO. 2,744,306, U.S. DESIGN PATENT NO. 2,744,307, U.S. DESIGN PATENT NO. 2,744,308, U.S. DESIGN PATENT NO. 2,744,309, U.S. DESIGN PATENT NO. 2,744,310, U.S. DESIGN PATENT NO. 2,744,311, U.S. DESIGN PATENT NO. 2,744,312, U.S. DESIGN PATENT NO. 2,744,313, U.S. DESIGN PATENT NO. 2,744,314, U.S. DESIGN PATENT NO. 2,744,315, U.S. DESIGN PATENT NO. 2,744,316, U.S. DESIGN PATENT NO. 2,744,317, U.S. DESIGN PATENT NO. 2,744,318, U.S. DESIGN PATENT NO. 2,744,319, U.S. DESIGN PATENT NO. 2,744,320, U.S. DESIGN PATENT NO. 2,744,321, U.S. DESIGN PATENT NO. 2,744,322, U.S. DESIGN PATENT NO. 2,744,323, U.S. DESIGN PATENT NO. 2,744,324, U.S. DESIGN PATENT NO. 2,744,325, U.S. DESIGN PATENT NO. 2,744,326, U.S. DESIGN PATENT NO. 2,744,327, U.S. DESIGN PATENT NO. 2,744,328, U.S. DESIGN PATENT NO. 2,744,329, U.S. DESIGN PATENT NO. 2,744,330, U.S. DESIGN 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BILL OF MATERIALS				
QTY.	UNIT	TYPE	DESCRIPTION	WEIGHT
0	I	4'-6" SINGLETRAP	16188	
126	II	4'-6" SINGLETRAP	17263	
0	III	4'-6" SINGLETRAP	14779	
35	IV	4'-6" SINGLETRAP	15817	
0	VII	4'-6" SINGLETRAP	14365	
1	SPIV	4'-6" SINGLETRAP	VARIABLE	
11	PANEL	6" THICK WALL PANELS	VARIABLE	
28	JOINTWRAP	150' PER ROLL		

STORMTRAP
PRECAST CONCRETE MODULAR STORMWATER MANAGEMENT SYSTEM
THIS STORMTRAP DESIGN MAY BE COVERED BY 1 OR MORE OF THE
FOLLOWING U.S. PATENTS: NO. 6,911,622; 6,920,839; 6,932,734; 6,933,822
CA. PATENT NO. 2,445,007
2495 WEST BUNGALOW ROAD
MORRIS, IL 60450
P: 815-941-4663
F: 815-416-1100

ENGINEER INFORMATION:

SOUTHWEST
ENGINEERING
CONSULTANTS, INC
7621 BAINBRIDGE DR
DOWNERS GROVE, IL 60516
PHONE: 630-737-0025
FAX: 630-737-0026

PROJECT INFORMATION:

COMPASS ARENA
WILLOWBROOK, IL.

CURRENT ISSUED DATE:

27-JAN-2015

APPROVED BY:

PRELIMINARY

REV.: DATE: DWG.

STORM TRAP PLANS ARE INCLUDED FOR DESIGN PURPOSES
PRIOR TO ISSUANCE OF A BUILDING PERMIT OWNER /
CONTRACTOR SHALL ENTER INTO A CONTRACT WITH /
UNDERGROUND CONTRACTOR AND ORDER THE SPECIFIC
"STORM TRAP" STRUCTURES. PRIOR TO STRUCTURES BEING
MADE, SIGNED AND SEALED PRECAST DRAWINGS SHALL BE
SUBMITTED TO THE VILLAGE OF WILLOWBROOK FOR
APPROVAL. APPROVED DRAWINGS SHALL BE
ISSUED TO "STORM-TRAPP" EQUAL.

1 27-JAN-2015 ISSUED FOR PRELIMINARY DS

SCALE:

NTS

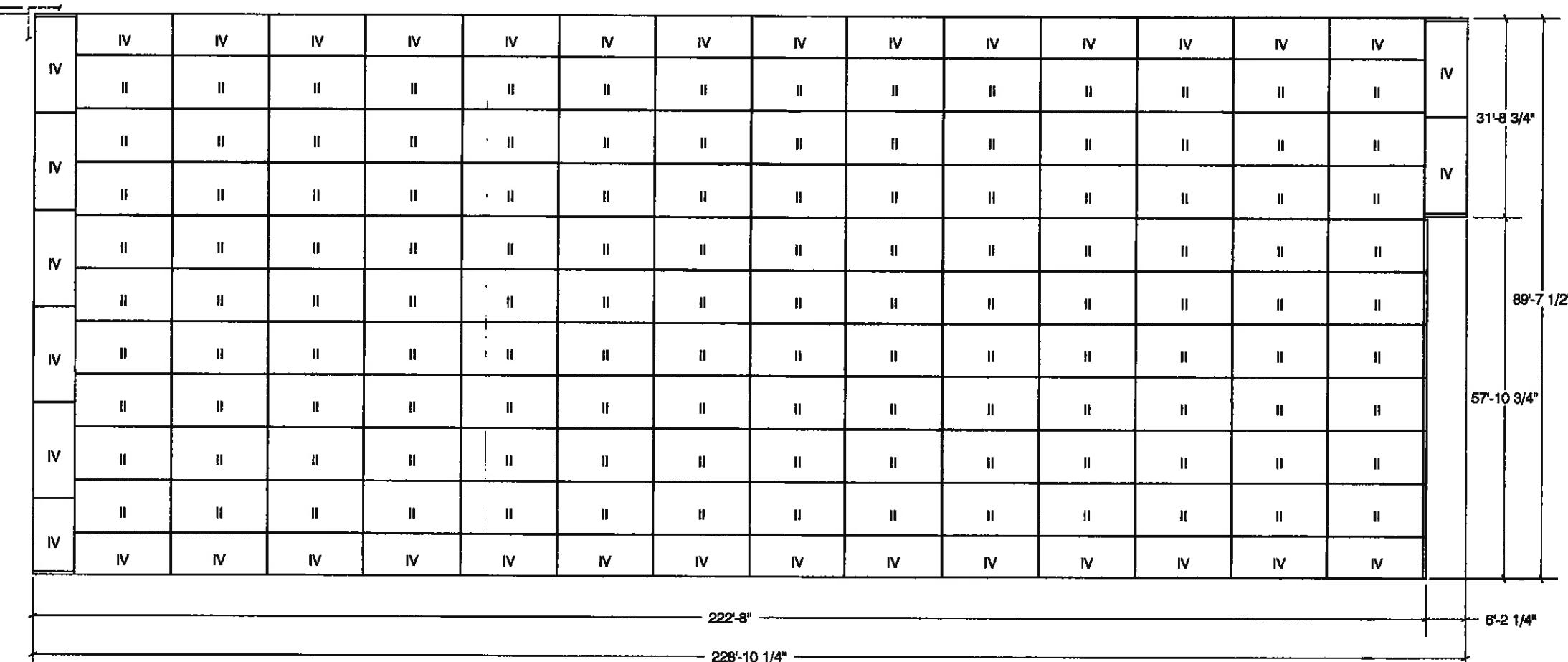
SHEET TITLE:

DETAIL LAYOUT

SHEET NUMBER:

3.0

FOUNDATION DETAILS
SEE SHEET 1.0



DESIGN CRITERIA

ALLOWABLE MAX GRADE = 718.75

ALLOWABLE MIN GRADE = 715.25

INSIDE HEIGHT ELEVATION = 714.25

SYSTEM INVERT = 709.75

STORMTRAP VOLUME = 81,171.86 C.F. / 1.86 A.F.

NOTES:

1. DIMENSION OF STORMTRAP SYSTEM ALLOW FOR A 3/4" GAP BETWEEN EACH UNIT.
2. ALL DIMENSIONS TO BE VERIFIED IN THE FIELD BY OTHERS.
3. SEE SHEET 2 FOR INSTALLATION SPECIFICATIONS.
4. SP - INDICATES A UNIT WITH MODIFICATIONS.
5. P - INDICATES A UNIT WITH A PANEL ATTACHMENT

DETAIL LAYOUT

STORMTRAP
 PRECAST CONCRETE MODULAR STORMWATER MANAGEMENT SYSTEM
 THE STORMTRAP DESIGN MAY BE COVERED BY ONE OR MORE OF THE
 FOLLOWING U.S. PATENTS: NO. 6,591,402 D5, 7,140,058 B2, 7,344,335 B2
 CA. PATENT NO. 2,443,697
 2495 WEST BUNGALOW ROAD
 MORRIS, IL 60450
 P: 815-941-4663
 F: 815-416-1100

ENGINEER INFORMATION:

SOUTHWEST
 ENGINEERING
 CONSULTANTS, INC
 7621 BAIMBRIDGE DR
 DOWNTOWN GROVE, IL 60518
 PHONE: 630-737-0025
 FAX: 630-737-0026

PROJECT INFORMATION:

COMPASS ARENA
 WILLOWBROOK, IL

CURRENT ISSUED DATE:

27-JAN-2015

APPROVED BY:

--

PRELIMINARY

REV.:	DATE:	SC.	DWG.
STORM TRAP PLANS ARE INCLUDED FOR DESIGN PURPOSES PRIOR TO ISSUANCE OF BUILDING PERMIT OWNER / CONTRACTOR SHALL ENTER INTO A CONTRACT WITH UNDERGROUND CONTRACTOR AND ORDER THE SPECIFIC "STORM TRAP" STRUCTURES. PRIOR TO STRUCTURES BEING MADE SIGNED AND SEALED PRECAST DRAWINGS SHALL BE SUBMITTED TO THE VILLAGE OF WILLOWBROOK FOR APPROVAL. STAMPED APPROVED DRAWINGS SHALL BE ISSUED TO "STORM-TRAP" OR EQUAL			
1	27-JAN-2015	ISSUED FOR PRELIMINARY	DS

SCALE:

NTS

SHEET TITLE:

4'-6" SINGLETRAP
 UNIT TYPES

SHEET NUMBER:

4.0

NOTES:

- OPENING LOCATIONS AND SHAPES MAY VARY.
- SP - INDICATES A UNIT WITH MODIFICATIONS.
- P - INDICATES A UNIT WITH A PANEL ATTACHMENT.
- POCKET WINDOW OPENINGS ARE OPTIONAL.

Please see Exhibit "C" of this Ordinance for
PLAT OF PLANNED UNIT DEVELOPMENT

GENERAL NOTES	
- GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL INSPECT THE CONSTRUCTION SITE IN ITS ENTIRETY AND NOTE ALL SITE RESTRICTIONS AND CONDITIONS.	
- GENERAL CONTRACTOR AND SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO ORDERING, FABRICATING OR COMMENCING WORK AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.	
- DO NOT SCALE DRAWINGS, VERIFY DIMENSIONING	
- ALL WORK TO BE PERFORMED PER ALL WILLOWBROOK, IL BUILDING CODE AND CURRENT REVISIONS OR ADDITIONS.	
- ALL JOINTS AND PENETRATIONS IN THE BUILDING ENVELOPE THAT ARE SOURCES OF AIR LEAKAGE MUST BE CAULKED, GASKETED, WEATHERSTRIPPED OR OTHERWISE SEALED IN AN APPROPRIATE MANNER.	
- ALL FINISHES TO BE CLASS 1 FSR.	
- ALL EXIT DOORS TO BE KEYLESS IN THE DIRECTION OF EGRESS.	
- ALL GLASS IN DOORS, SIDELITES, GLAZED PANELS & SKYLIGHTS TO BE TEMPERED SAFETY GLAZING.	
SD	
SMOKE DETECTOR	

GENERAL SCOPE OF WORK	
- NEW CONSTRUCTION OF RECREATIONAL FACILITY WITH ATTACHED RESTAURANT AND PER PLANS.	
- SD. FOOTAGE:	
TOTAL: 44,892	
1ST FLOOR: 36,218	
MEZZANINE: 3,280	
2ND FLOOR: 5,394	

PARKING CALCULATION PER WILLOWBROOK ZONING CODE			
SPACE	S.F.	CALCULATION	REQD SPACES
FIRST FLOOR:			
BAR & RESTAURANT	3952	1 SPACE PER 100 S.F.	39.52
KITCHEN/CARRY OUT	1183	1 SPACE PER 100 S.F.	11.83
STORAGE	660	-	NA
PRIVATE DINING	542	1 SPACE PER 100 S.F.	5.42
OUTDOOR DINING	880	1 SPACE PER 100 S.F.	8.8
STORAGE MEZZANINE	1654	-	NA
GOLF MEZZANINE	1571	1 SPACE PER 3 PERSONS (d)	5.3
SOCER FIELD	23824	1 SPACE PER 3 PERSONS (b)	8
SOCER SEATING	2480	1 SPACE PER 3 SEATS (c)	8
MENS LOCKER RM	1344	"DESIGN CAPACITY" / 3	10.66
WOMENS LOCKER RM	1344	"DESIGN CAPACITY" / 3	10.66
SECOND FLOOR:			
BAR & LOUNGE	2306	1 SPACE PER 100 S.F.	23.1
PARTY ROOM	428	1 SPACE PER 100 S.F.	4.28
GOLF SIMULATORS	1215	1 SPACE PER 3 PERSONS (d)	2.66
OFFICE WING	908	1 SPACE PER 225 S.F.	4.03
OUTDOOR PATIO	1283	1 SPACE PER 100 S.F.	12.83
TOTAL SPACE REQUIRED			154.89
TOTAL SPACE PROPOSED			177

- NOTE: ALL S.F. AREA'S ARE GROSS W/ THE EXCLUSION OF ONLY THE STAIR CORES AND ELEVATOR
- FOOT NOTES:
 - (a) OCCUPANCY BASED 4 GOLF SIMULATORS WITH 4 USERS EACH CREATING AN OCCUPANCY OF 16 PATRONS
 - (b) OCCUPANCY BASED 12 PLAYERS PER FIELD CREATING AN OCCUPANCY OF 24 PATRONS
 - (c) OCCUPANCY BASED 12 VIEWERS FOR EACH FIELD CREATING AN OCCUPANCY OF 24 PATRONS
 - (d) OCCUPANCY BASED 2 GOLF SIMULATORS WITH 4 USERS EACH CREATING AN OCCUPANCY OF 8 PATRONS

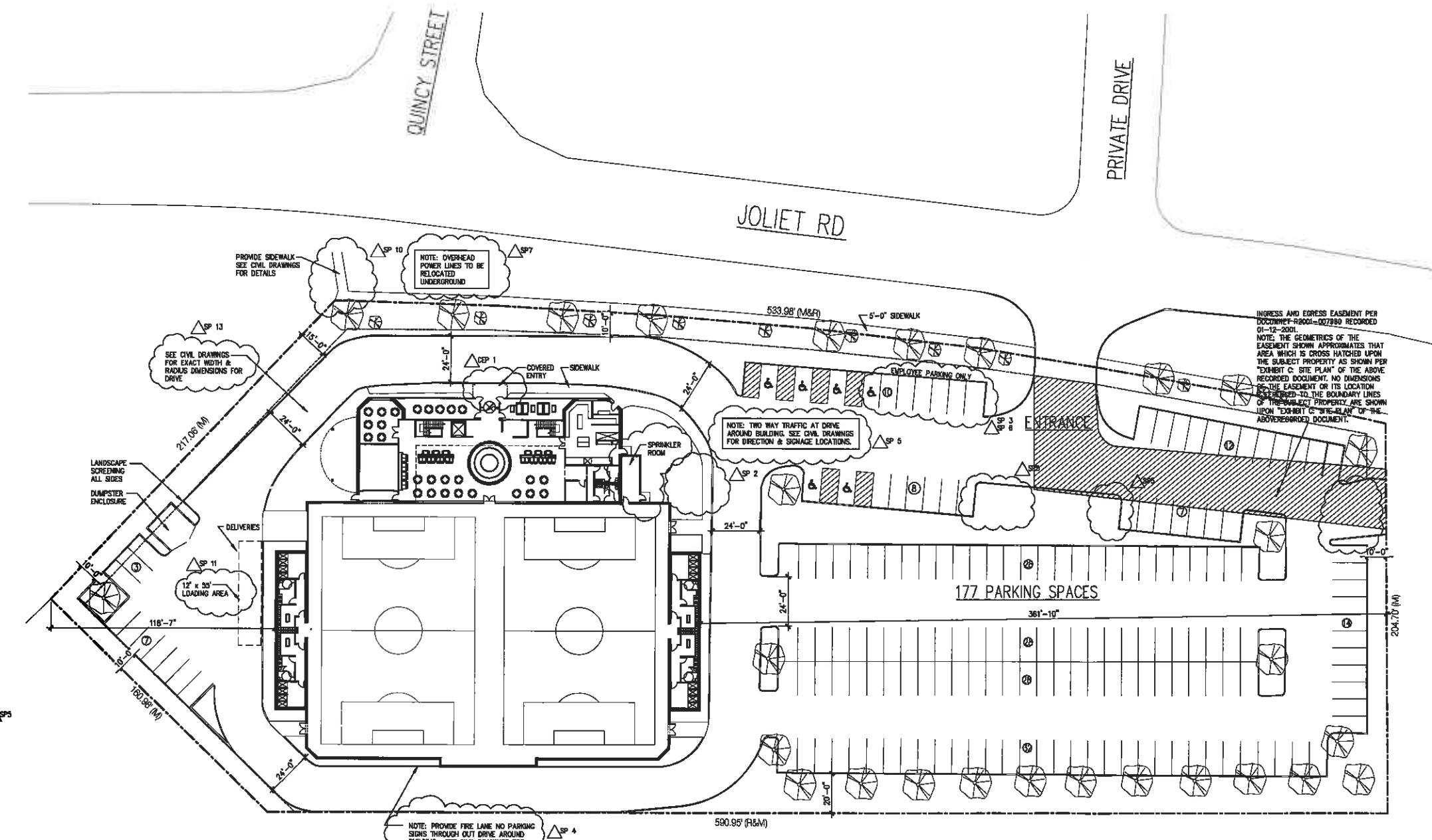
ARCHITECTURAL SITE PLAN

1'-0" 1'-30"



LANDSCAPE NOTE: LANDSCAPING SHOWN IS REPRESENTATIONAL ONLY. SEE LANDSCAPE PLAN FOR ACCURATE LANDSCAPE DESIGN.

INTERSTATE-55



INDEX OF DRAWINGS	
SHT.	DESCRIPTION
T	SITE PLAN, SCHEDULES, & GENERAL NOTES
A1.1	FIRST FLOOR RESTAURANT PLAN & MEZZANINE PLAN
A1.2	SECOND FLOOR RESTAURANT PLAN
A1.3	1ST FLOOR SOCCER FACILITY PLAN
A2.1	NORTH ELEVATION & SOUTH ELEVATION
A2.2	EAST ELEVATION & WEST ELEVATION
A2.3	SIGNAGE DETAILS

THIS IS TO CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE CONFORM TO THE APPLICABLE CODES OF WILLOWBROOK, ILLINOIS.
Ronald A. VARI, Jr.
EXPRES NOV. 30, 2016



AND ASSOCIATES
CELL 312.735.0401
OAKBROOK, IL 60523

VARI
708.354.4005 OFFICE
1100 JOLIE BLVD. SUITE 260

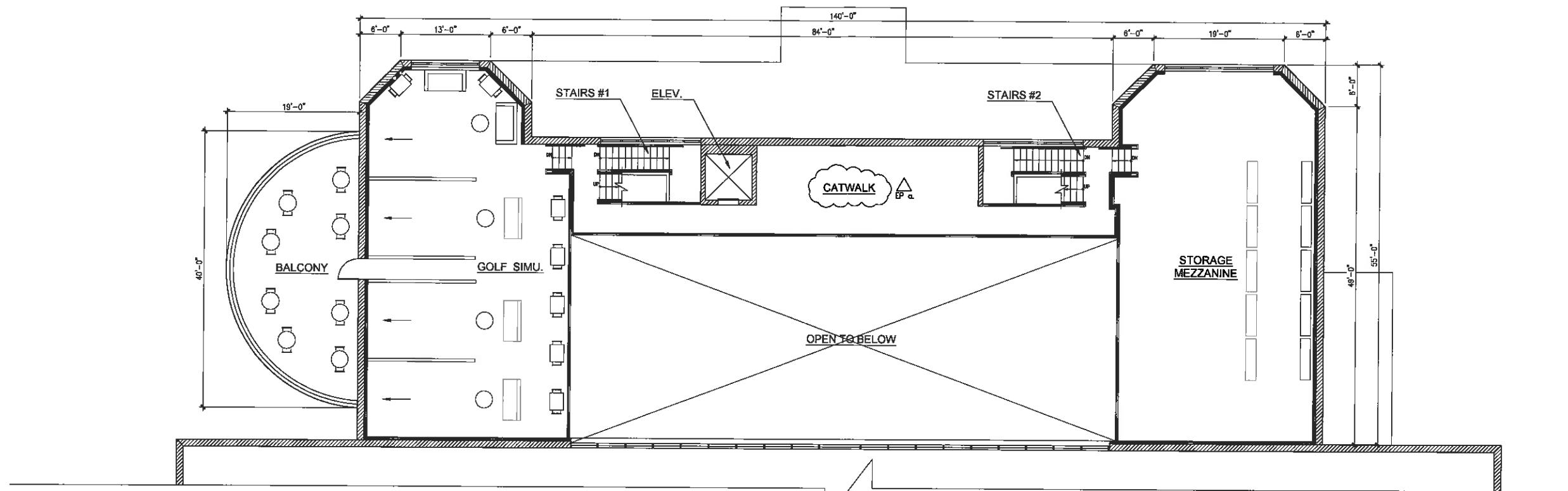
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1-11-16
drawn by
Job no.
revisions
3-25-16
5-16-16
8-16-16
scale
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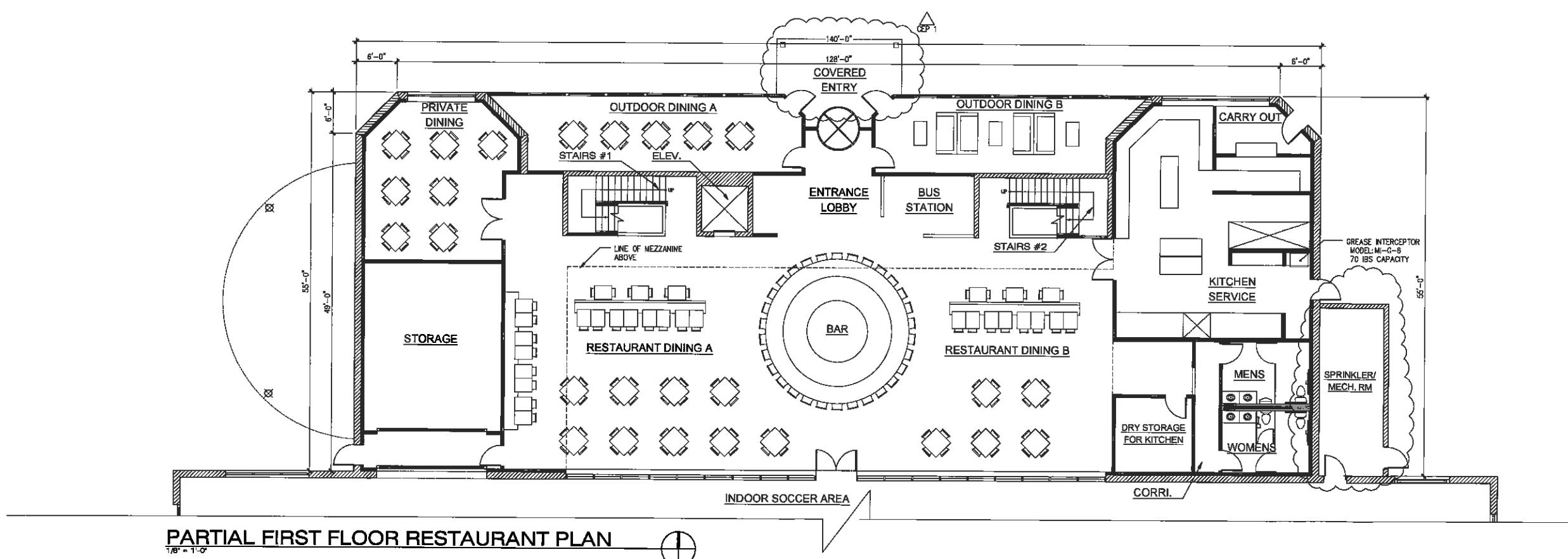
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COMPASS ARENA
 635 JOLIET ROAD
 WILLOWBROOK, ILLINOIS

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 708.354.4005 OFFICE
 1100 JOLIET BLVD. SUITE 280
 OAKBROOK, IL 60523
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 A1.1



FIRST FLOOR MEZZANINE PLAN



PARTIAL FIRST FLOOR RESTAURANT PLAN

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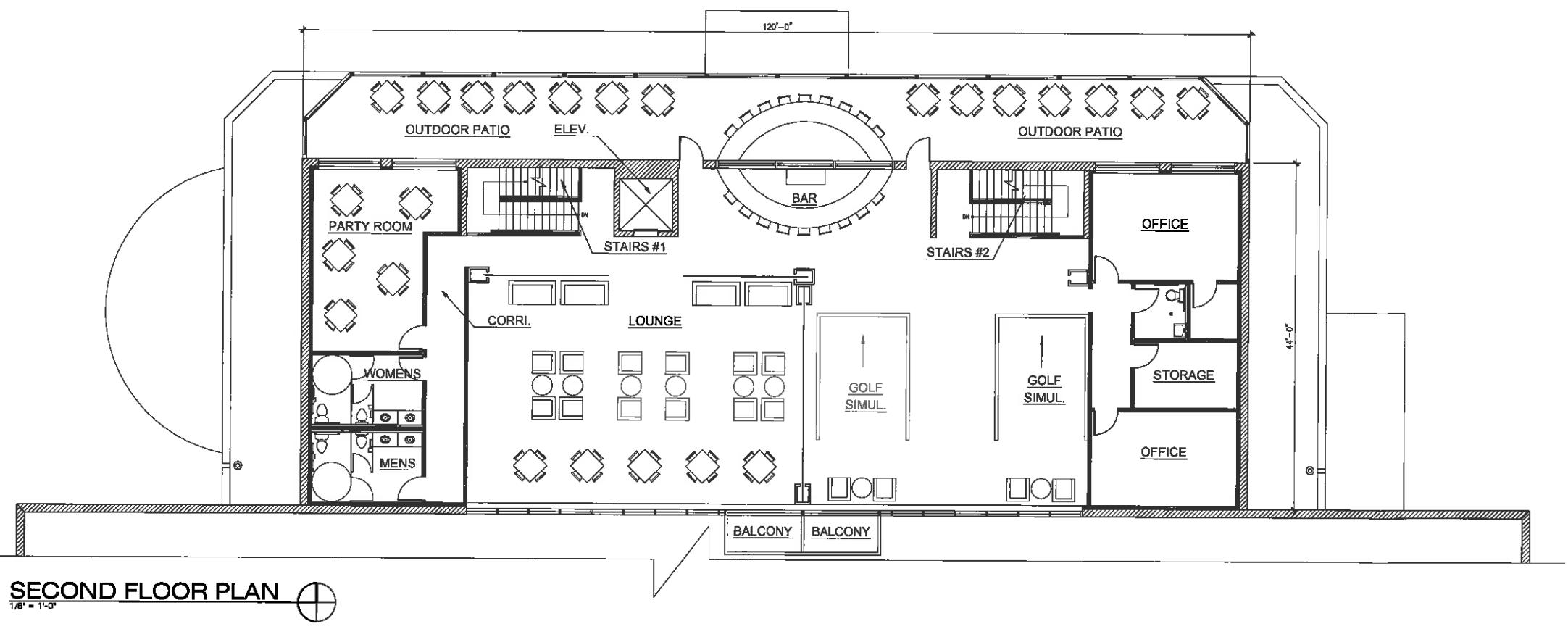
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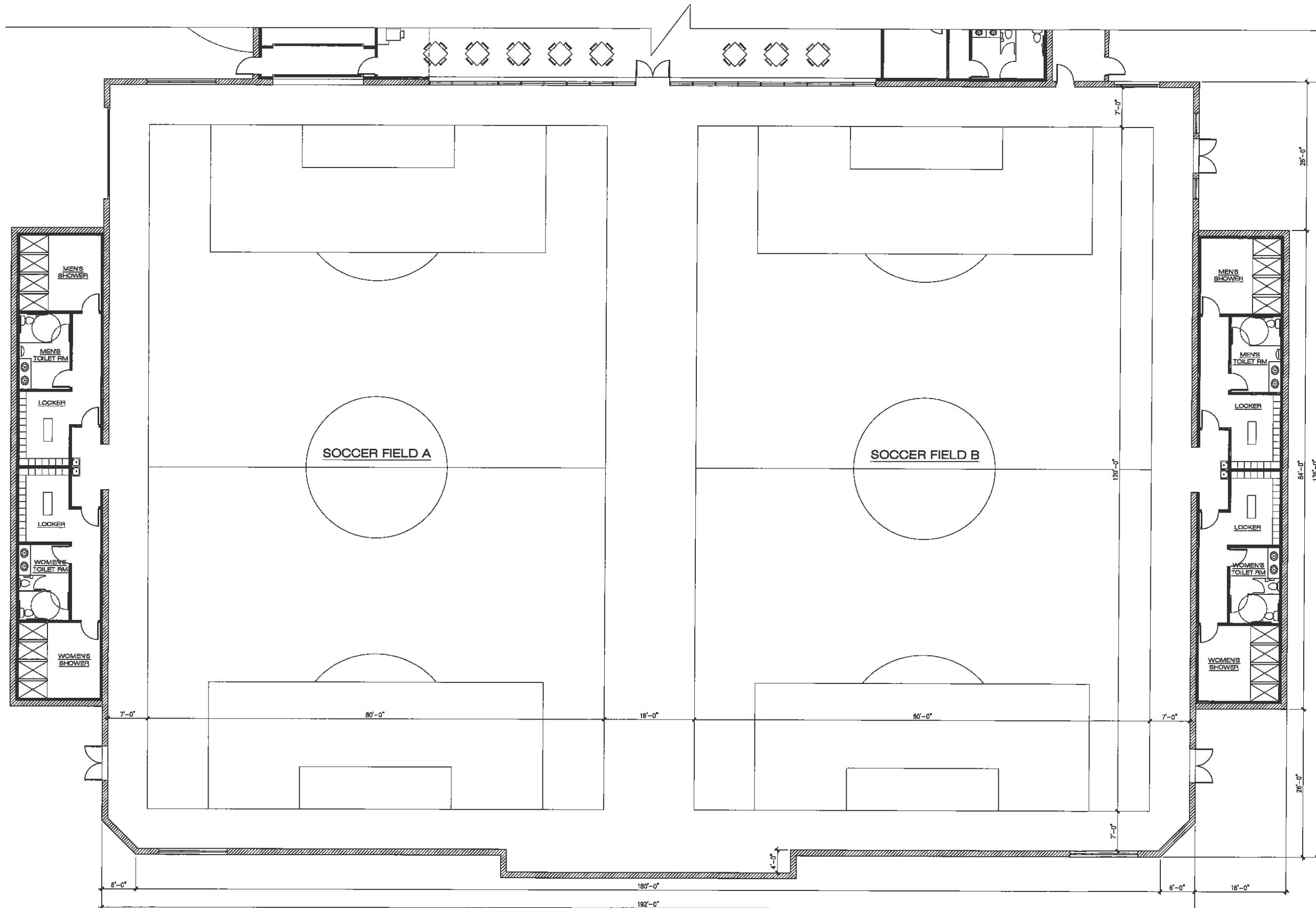
COMPASS ARENA
635 JOLIET ROAD
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OAKBROOK, IL 60523
R. 708.354.4005 OFFICE
1100 JOLIET BLVD. SUITE 260

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A1.2



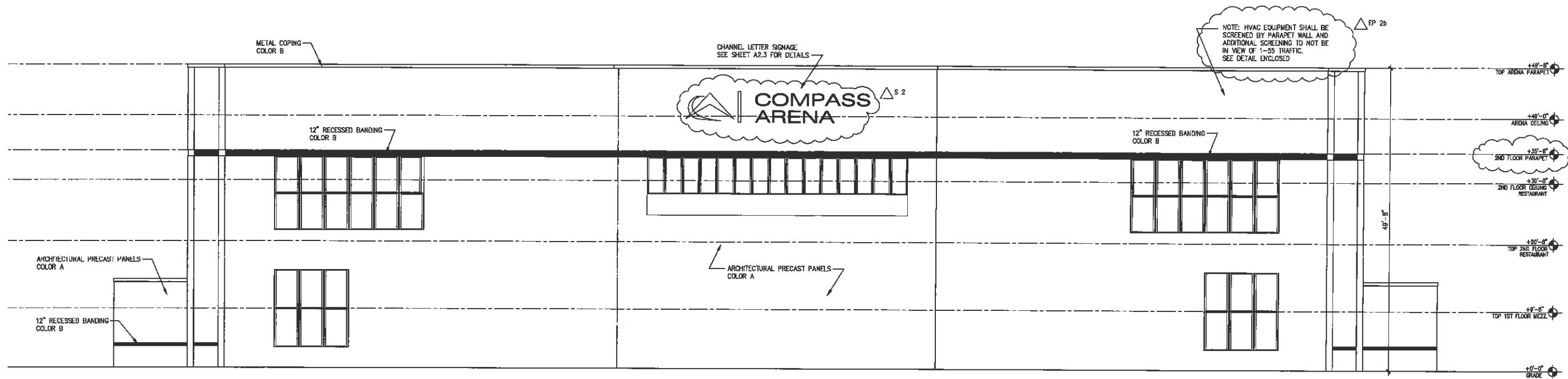


PARTIAL FIRST FLOOR SOCCER FIELD PLAN

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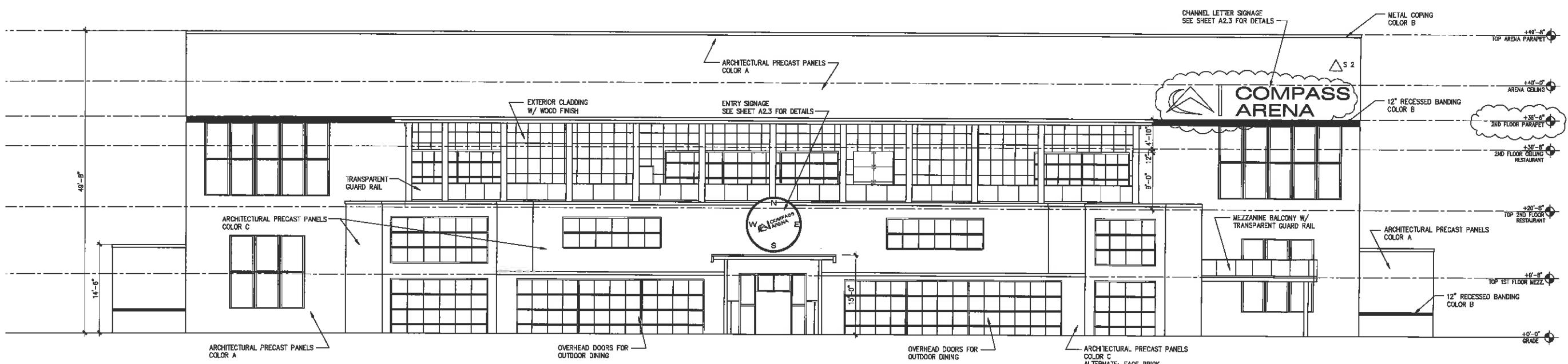
COMPASS ARENA
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WILLOWBROOK, ILLINOIS

A1.3 **see** **VARI** **AND ASSOCIATES**
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1100 JOLIE BLVD. SUITE 260
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OAKBROOK, IL 60523



SOUTH ELEVATION (REAR)

1/8" = 1'-0"



NORTH ELEVATION (FRONT)

1/8" = 1'-0"

COMPASS ARENA
635 JOLET ROAD
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AKBROOK, IL 60523

VARIS
108.354.4005 OFFICE
100 JOIRE BLVD. SUITE 260

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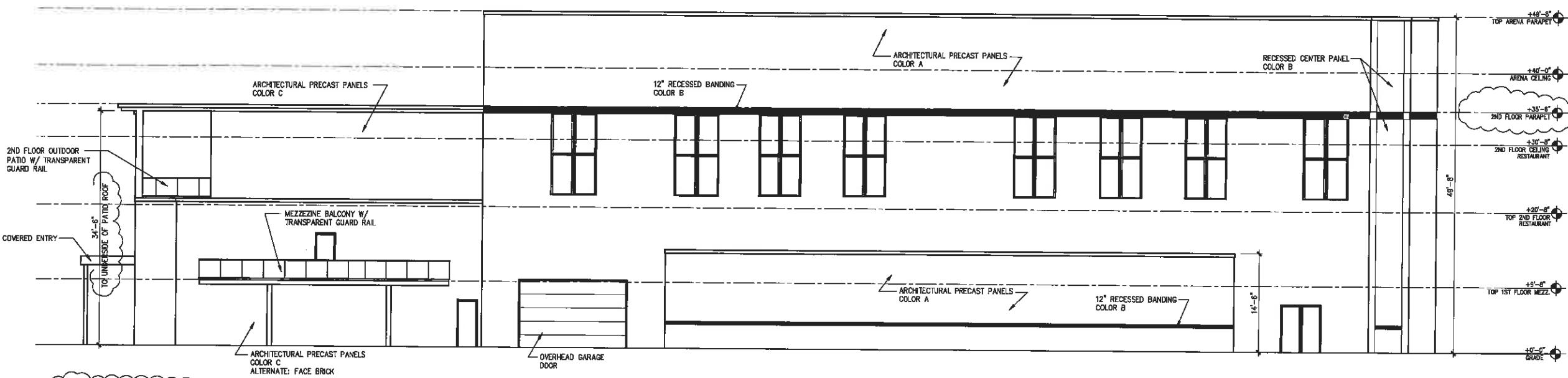
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COMPASS ARENA
635 JOLET ROAD
WILLOWBROOK, ILLINOIS

sheet
 A2.2
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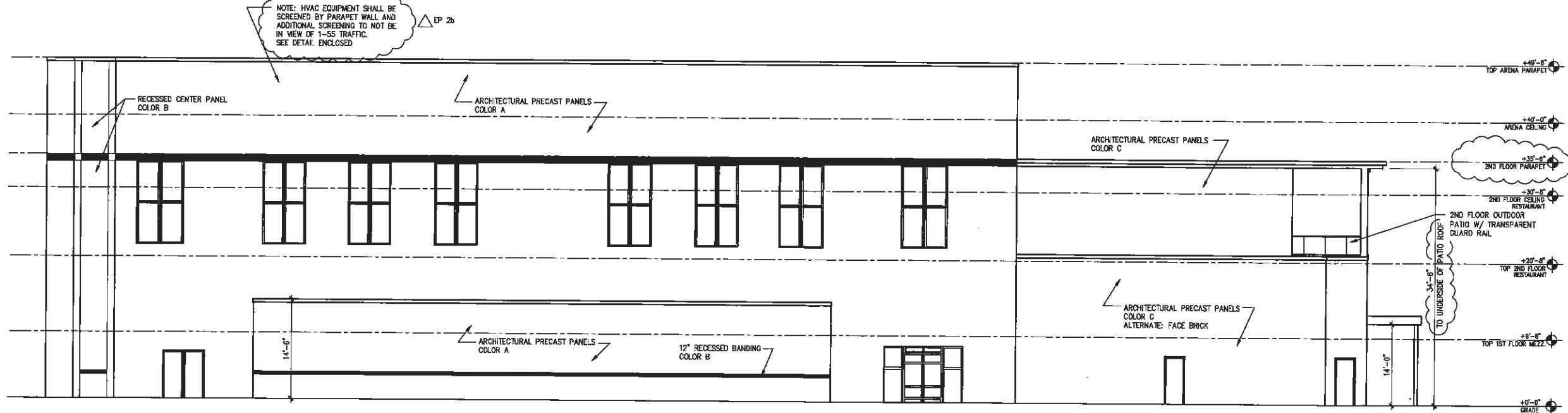
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WEST ELEVATION (RIGHT SIDE)

1/8" = 1'-0"

EP 2a,b



EAST ELEVATION (LEFT SIDE)

1/8" = 1'-0"

EP 2a,b

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 job no.
 revisions
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 8-16-16
 8-23-16
 scale

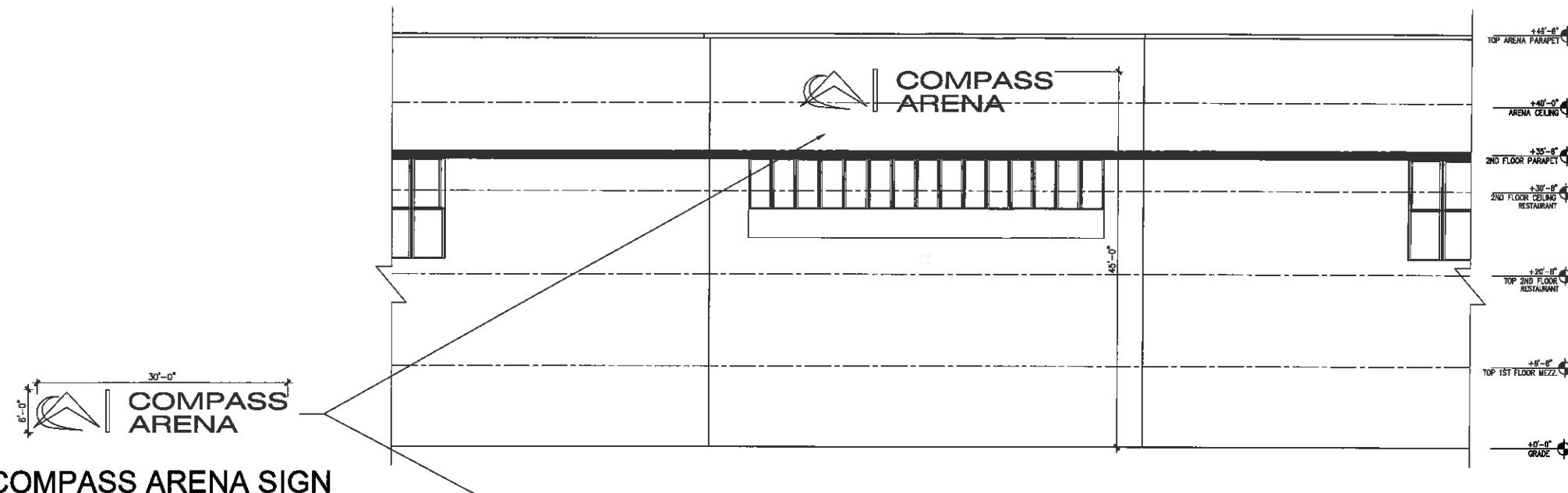
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COMPASS ARENA
 635 JOILET ROAD
 WILLOWBROOK, ILLINOIS

AND ASSOCIATES
 CELL 312.735.0401
 OAKBROOK, IL 60523

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 708.354.4005 OFFICE
 1100 JOILET BLVD. SUITE 260

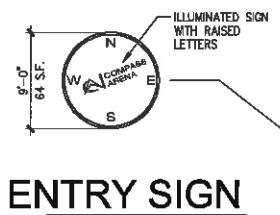
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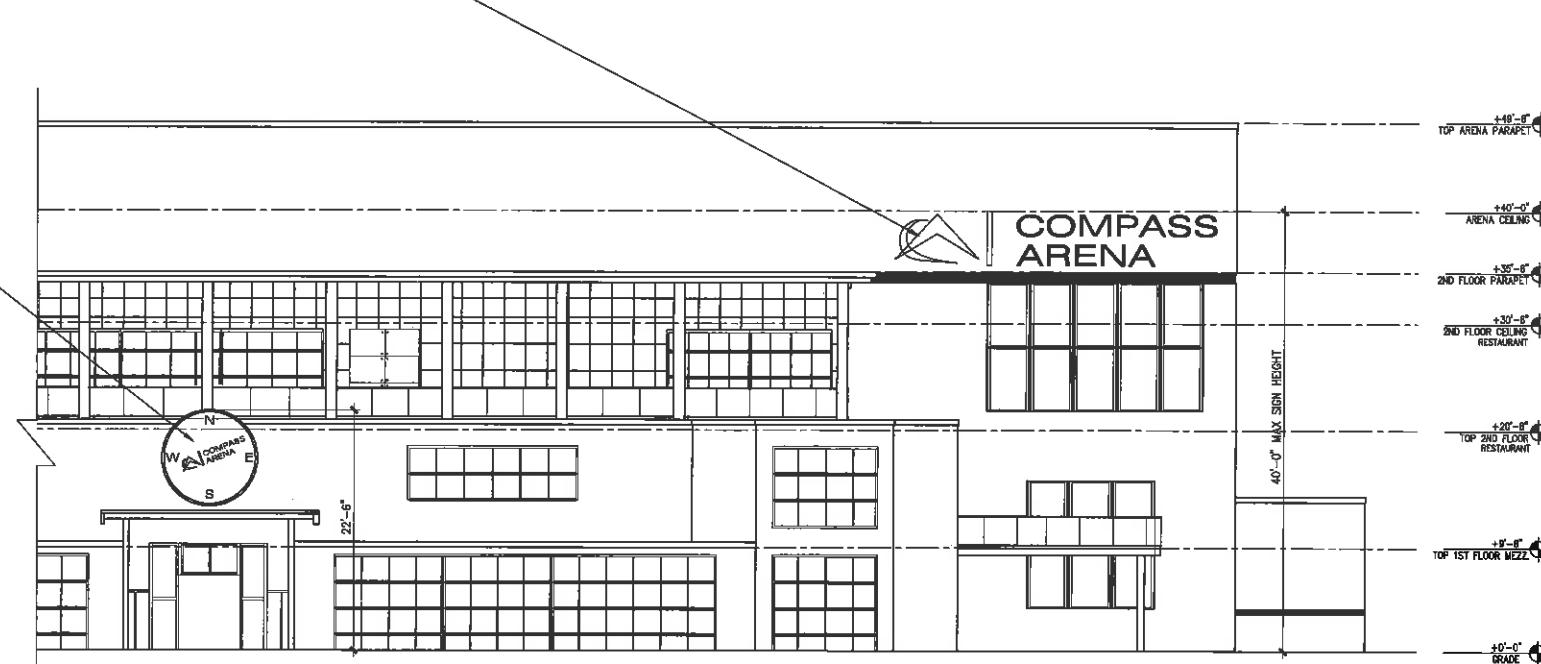
COMPASS ARENA SIGN

PARTIAL SOUTH ELEVATION

1/8" = 1'-0"



ENTRY SIGN



PARTIAL NORTH ELEVATION

1/8" = 1'-0"

SIGNAGE S.F. CALCULATION

WALL SIGNAGE:

SOUTH ELEVATION
 - (1) COMPASS ARENA SIGN AT 150 S.F. OF SURFACE AREA = 190 S.F.
 NORTH ELEVATION
 - (1) ENTRY SIGN AT 64 S.F. OF SURFACE AREA = 64 S.F.
 - (1) COMPASS ARENA SIGN AT 150 S.F. OF SURFACE AREA = 190 S.F.
 PROPOSED TOTAL SURFACE AREA OF WALL SIGNAGE = 444 S.F.

ALLOWABLE TOTAL SURFACE AREA OF WALL SIGNAGE = 450 S.F.
 ALLOWABLE TOTAL FREE STANDING SIGN AREA (NOT USED) = 95 S.F.

SIGNAGE S.F. CALCULATION

WALL SIGNAGE:

SOUTH ELEVATION
 - (1) COMPASS ARENA SIGN AT 150 S.F. OF SURFACE AREA = 190 S.F.
 NORTH ELEVATION
 - (1) ENTRY SIGN AT 64 S.F. OF SURFACE AREA = 64 S.F.
 - (1) COMPASS ARENA SIGN AT 150 S.F. OF SURFACE AREA = 190 S.F.
 PROPOSED TOTAL SURFACE AREA OF WALL SIGNAGE = 444 S.F.

ALLOWABLE TOTAL SURFACE AREA OF WALL SIGNAGE = 450 S.F.
 ALLOWABLE TOTAL FREE STANDING SIGN AREA (NOT USED) = 95 S.F.



EXTERIOR PERSPECTIVE A

NTS.



EXTERIOR PERSPECTIVE B

NTS.



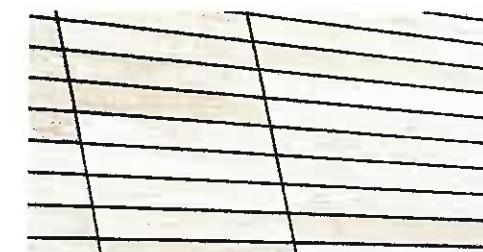
EXTERIOR PERSPECTIVE C

NTS.



EXTERIOR PERSPECTIVE D

NTS.



FACE BRICK SAMPLES

NOTE: SAMPLES FOR REFERENCE ONLY. SIMILAR FINAL SAMPLE TO BE SELECTED BY OWNER AND PRESENTED TO THE VILLAGE.



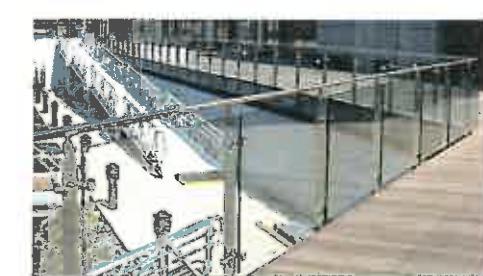
OVERHEAD DOOR

NOTE: IMAGE FOR REFERENCE ONLY. SIMILAR FINAL PRODUCT TO BE SELECTED BY OWNER AND PRESENTED TO THE VILLAGE.



EXTERIOR 'WOOD TYPE' CLADDING

NOTE: SAMPLES FOR REFERENCE ONLY. SIMILAR FINAL SAMPLE TO BE SELECTED BY OWNER AND PRESENTED TO THE VILLAGE.



GLASS GUARDRAIL

NOTE: IMAGE FOR REFERENCE ONLY. SIMILAR FINAL PRODUCT TO BE SELECTED BY OWNER AND PRESENTED TO THE VILLAGE.

EXTERIOR PERSPECTIVE

NTS.



SIMILAR PRECAST WALL PANEL DESIGN

NOTE: IMAGES FOR REFERENCE ONLY. FINAL PANEL DESIGN TO BE SELECTED BY OWNER AND PRESENTED TO THE VILLAGE.

Rose Development Corp.
7851 W. Ogden Ave Suite 200
Lyons, IL 60534

January 12, 2017

Mario Magliano
Compass Real Estate Holding
15W580 N. Frontage Rd.
Burr Ridge, IL 60527

Dear Mr. Magliano:

In conjunction with SEC Inc, we are pleased to provide estimates and budget projections for the site development and construction of the "Compass Arena and Event Center" in Willowbrook, Illinois.

SITE DEVELOPMENT - SEC, Inc. - Civil Engineers

1. Site Clearing/Top Soil Excavation/Earth Excavation-Construction Entrance	\$ 90,628.50
2. Paving	\$485,883.89
3. Street Lighting	\$ 51,400.00
4. Soil Erosion/Sedimentation - Silt fence/straw bales/Orange construction fence/wood snow fence	\$ 7,533.20
5. Sanitary Sewer	\$ 43,625.00
6. Water Main	\$ 73,783.00
7. Storm Sewer and storm trap	\$593,779.00
<hr/>	
Site Development Grand Total:	\$1,346,632.59

Landscaping/Brick Pavers Budget \$ 50,000.00

Site Development & Landscaping Grand Total: \$1,396,632.59

BUILDING CONSTRUCTION*

Building Construction Estimated Budget \$2,600,000.00

*This is an estimated budget and does not include cost/installation of restaurant fixtures / equipment / furniture / furnishings; golf simulators, golf area furniture/furnishings. The construction bid is forthcoming.

Construction Schedule:

Estimated Start Date – April 1, 2017 (lasting 10-12 months according to receipt of permits);

Start Excavation - Mid April, 2017;

Complete excavation, hauling and pouring footings - 1 month (complete by Mid May, 2017);

Install all concrete tilt up walls, install steel joist, install corrugated steel panels, install roof curbs, install RTU's , Roof - 1 month (complete by Mid June, 2017);

Back fill, install underground plumbing, underground electrical, low voltage, start work on site development, pour concrete flooring inside building - 6 weeks (complete by August 1, 2017);

Start framing interior/continue site development work – 1 month (complete by September 1, 2017);

Start rough work of all mechanicals, low voltage, continue outside site development – 6 weeks (complete by October 15, 2017);

Start insulation, drywall, finalize site development - 1 month (complete by November 15, 2017);

Start landscaping, hardscape, painting, tiling, installation of artificial turf - 6 weeks (complete by January 1, 2018); and

Start installing fixtures, finishing all detail work and ready to open - 6 weeks (complete by February 15, 2018).

If you have any questions, please don't hesitate to contact me directly.

Sincerely,

Walter Veselinovic
Rose Development Corp.
7851 W. Ogden Ave Suite 200
Lyons, Ill. 60534
708 878 5107 direct
www.rosedevelopmentcorp.com



Southwest Engineering Consultants, Inc.
7621 Balmridge Dr. Downers Grove, Illinois 60516
630-737-0025 Fax 630-737-0026

Compass Arena
Willowbrook IL

Revised 12-9-16
Plans Dated: 12-9-16
Job #: 071014

**FINAL ENGINEER'S OPINION OF PROBABLE
CONSTRUCTION COST FOR SITE DEVELOPMENT**

NO.	ITEM	UN	QUANTITY	UNIT COST	TOTAL AMOUNT
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GRADING					
1	Site Clearing	LS	1	\$8,500.00	\$8,500.00
2	Topsoil Excavation	CY	5,647	\$2.95	\$16,657.87
3	Earth Excavation	CY	14,117	\$3.95	\$55,760.83
4	Topsoil Repl., 12" ROW & Rear	CY	403	\$3.00	\$1,210.00
5	Construction entrance	LS	1	\$2,500.00	\$2,500.00
6	Hydroseeding	LS	1	\$6,000.00	\$6,000.00
TOTAL GRADING					\$90,628.50

PAVING					
1	Fine Grading Parking Lot	SY	8981	\$1.25	\$11,226.25
2	Sawcut and remove shoulder Joliet Rd.	SY	271	\$20.00	\$5,420.00
3	Remove and Replace existing parking lot	SY	75	\$55.00	\$4,125.00
4	Barrier Curb	LF	3825	\$15.00	\$57,375.00
5	B 6.12 Curb & Gutter	LF	179	\$19.00	\$3,401.00
6	4" Agg. Base, CA-6 @ Curbs	SY	1335	\$5.50	\$7,340.67
7	Bit. Mat'l, Prime Coat	GL	3208	\$0.75	\$2,405.63
8	1.5" Bit. Conc. Surface, Cl. I	SY	8981	\$9.75	\$87,564.75
9	2.5" Bit. Conc. Binder, Cl. I	SY	8981	\$15.00	\$134,715.00
10	8" Agg. Base Course (CA-6)	SY	8981	\$9.60	\$86,217.60
11	4" Agg. Base, CA-6	SY	9089	\$5.50	\$49,989.50
12	Signage and Roadway marking	LS	1	\$4,375.00	\$4,375.00
13	Comercial Drive 8" PCC Pavment	SY	108	\$50.00	\$5,400.00
14	5" P.C.C. Public Sidewalk	SF	4787	\$5.50	\$26,328.50
TOTAL					\$485,883.89

STREET LIGHTING					
1	Parking Light(Type I)	EA	12	\$2,700.00	\$32,400.00
2	Parking Light(Type II)	EA	5	\$3,800.00	\$19,000.00
TOTAL STREET LIGHTING					\$51,400.00

SOIL EROSION & SEDIMENTATION					
1	Silt Fence	LF	2,363	\$1.40	\$3,308.20
2	Straw bale sediment trap	EA	2	\$187.50	\$375.00
3	Inlet Filter Basket	EA	19	\$150.00	\$2,850.00
4	Orange construction fence	LF	250	\$4.00	\$1,000.00
5	Wood snow fence	LF	250	\$8.13	\$2,031.25
SOIL EROSION & SEDIMENTATION					\$7,533.20

SANITARY SEWER					
1	60" Dia. Manhole Connect to Existing	EA	1	\$9,500.00	\$9,500.00
2	8" Dia. PVC	LF	190	\$45.00	\$8,550.00
3	Auger under Joliet Rd.	LF	55	\$426.00	\$23,375.00
4	Trench Backfill Material(serv)	LF	40	\$55.00	\$2,200.00
TOTAL SANITARY SEWER					\$43,625.00

WATER MAIN					
1	8" Dia. DIP w/Poly	LF	541	\$43.00	\$23,263.00
2	4" Dia. DIP w/Poly	LF	25	\$30.00	\$750.00
3	8" Valve in 48" Vault	EA	1	\$6,500.00	\$6,500.00
4	4" Valve in Box	EA	1	\$3,500.00	\$3,500.00
5	Hydrant Assembly	EA	2	\$4,300.00	\$8,600.00



Southwest Engineering Consultants, Inc.
7621 Balmbridge Dr. Downers Grove, Illinois 60516
630-737-0025 Fax 630-737-0026

**Compass Arena
Willowbrook IL**

Revised 12-9-16

Plans Dated :12-9-16

Job #:071014

6	Auger under Joliet Rd.	LF	60	\$425.00	\$25,500.00
7	Trench Backfill Material(main)	LF	270	\$21.00	\$5,670.00
TOTAL WATER MAIN					\$73,783.00

STORM SEWER

1	24" Dia. RCP	LF	455	\$35.00	\$15,925.00
2	12" Dia. RCP	LF	217	\$26.00	\$5,642.00
3	8" Dia. PVC	LF	347	\$26.00	\$9,022.00
4	6" Dia. PVC	LF	101	\$20.00	\$2,020.00
4	24" Dia. Inlet	EA	5	\$1,100.00	\$5,500.00
5	48" Dia. Manhole	EA	4	\$2,000.00	\$8,000.00
6	48" Dia. Catch Basin	EA	4	\$2,150.00	\$8,600.00
7	12" FES w/Grate	EA	1	\$1,850.00	\$1,850.00
8	Install restrictor	EA	1	\$1,500.00	\$1,500.00
9	Trench Backfill Material	LF	1,120	\$18.50	\$20,720.00
10	Storm Trap excavation and install	LS	1	\$550,000.00	\$515,000.00
TOTAL STORM SEWER					\$593,779.00

SUMMARY

GRADING	\$90,628.50
PAVING	\$485,883.89
STREET LIGHTING	\$51,400.00
SOIL EROSION & SEDIMENTATION	\$7,533.20
SANITARY SEWER	\$43,625.00
WATER MAIN	\$73,783.00
STORM SEWER	\$593,779.00
TOTAL	\$1,346,632.59

SPECIAL NOTE:

THE QUANTITIES SHOWN ARE THOSE ESTIMATED BY THE ENGINEER AND ARE PROVIDED SOLELY FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR BY CHOOSING TO UTILIZE THESE QUANTITIES IN PREPARATION OF HIS "LUMP SUM" BID, ALSO ACCEPTS THEIR ACCURACY. THE CONTRACTOR SHALL VISIT THE SITE, DIG HIS OWN TEST HOLES AND MAKE HIS OWN INDEPENDENT QUANTITY CALCULATION PRIOR TO THE SUBMITTAL OF HIS LUMP SUM BID. ALL EXCESS TOPSOIL AND EARTH MATERIAL SHALL BE STOCKPILED AS DIRECTED BY THE OWNER.

EXHIBIT "E"

PLANNED UNIT DEVELOPMENT AGREEMENT

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement (hereinafter referred to as the "Agreement") made and entered into this ____ day of January, 2017, by and between the VILLAGE OF WILLOWBROOK, a municipal corporation of the County of DuPage, State of Illinois (hereinafter referred to as "Village") by and through the Mayor and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and WILLOWBROOK 2012, LLC, as owner of record of the subject property (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of record of a certain tract of property (hereinafter referred to as the "Property") of approximately 3.657 acres legally described and identified in the Legal Description, which is attached hereto as **Exhibit "A"** and desires to develop the Property to be known as the "Compass Event Center" as a 45,934 square foot facility that consists of a 28,992 square foot indoor soccer facility and a 16,562 square foot restaurant, bar and golf simulator entertainment spaces, all as more particularly shown on the Site Plan (the "Development"); and

WHEREAS, Owner desires and proposes to maintain the existing B-3 zoning classification under the Village Zoning Ordinance, with a special use as a Commercial Planned Unit Development; and

WHEREAS, this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by ordinance; and

WHEREAS, pursuant to due notice and advertisement, as required by the statutes of the State of Illinois, the Plan Commission of the Village held a public hearing and made their recommendations with respect to the requested special use as a Commercial Planned Unit Development; and

WHEREAS, DEVELOPER, as applicant, filed an application for approval of the Compass Event Center and Arena ("PROJECT") with respect to the Property so as to permit the construction of Compass Event Center and Arena; and,

WHEREAS, the final plans to be approved include the final engineering plans for Compass Event Center and Arena (which were prepared by Southwest Engineering Consultants, Inc. and consist of 20 sheets bearing a latest revision date of December 9, 2016) and the final plat of PUD for Compass Event Center and Arena (which were prepared by Krisch Land Surveying LLC and consist of 2 sheets bearing a latest revision date of December 12, 2016), and known collectively as the "FINAL PLANS" and all of which are attached hereto as **Exhibit "B"** and by this reference, are incorporated herein;

WHEREAS, as a condition of the approval of the FINAL PLANS by the VILLAGE, Developer hereby agrees to develop the PROJECT strictly in accordance with the terms and conditions of this AGREEMENT and in accordance with applicable VILLAGE, State, and County ordinances and/or other agreements between the VILLAGE and DEVELOPER. The PROJECT shall not be approved until this AGREEMENT is executed; and

WHEREAS, the Corporate Authorities of the Village after due and careful consideration have concluded that the zoning and development of the Property on the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into and made a part of the Agreement as fully restated herein.

2. **Enactment of Village Ordinances.** The Corporate Authorities shall immediately, adopt the following proper, valid and binding ordinances:

- a) An ordinance approving and authorizing the execution and delivery of this Planned Unit Development Agreement by the Corporate Authorities.
- b) An ordinance granting a special use for a planned unit development, including approval of a final plat of PUD, granting certain waivers from the zoning ordinance, and related matters – PC 16-07: 635 Joliet Road – Compass Event Center And Arena
- c) An ordinance amending the Zoning Map of the Village of Willowbrook to rezone the property at 635 Joliet Road, Willowbrook, Illinois, B-3 PUD.

3. **Approval of Uses.** The Corporate Authorities hereby approve the following uses of the Property within the B-3 District: a) all uses that, from time to time, are Permitted Uses or Accessory Uses under the Village's Zoning Ordinance for the B-3 District, including, without limitation all such uses that are Permitted Uses and Accessory Uses in the B-3 District as of the date of this Agreement, regardless of whether any such uses are, in the future, Permitted Uses or Accessory Uses in said District; and b) the following special uses, no other uses, including but not limited to a private membership clubs or private clubs: (i) 28,992 square foot indoor soccer facility and 16,562 square foot restaurant, bar and golf simulator entertainment spaces.

4. **Architectural Control and Improvements.** DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the following improvements on and/or relating to the SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT"):

- A. All buildings will be constructed strictly in accordance with the building elevations attached hereto as **Exhibit "C"** or in accordance with such

other building elevation plans as may be hereafter approved in writing from time to time for the Development by the Director of Municipal Services, which approval shall not require formal action of the Village Board or any other body of the Village; provided, however, the Director of Municipal Services only has authority to approve amendments to said building elevation plans which, in his or her opinion, do not represent material changes to or substantial departures from such plans.

- B. Existing Infrastructure Removal (including pavement, sidewalk, curb and gutter, stormwater sewer utility removal, and existing building demolition, and other items listed on the **Exhibit "B"** of this agreement).
- C. Earth Excavation. & Site Grading
- D. Erosion Control.
- E. Utility installation (including storm sewer, sanitary sewer and water main, drainage structures, and other items listed on the **Exhibit "B"** of this agreement).
- F. Storm Sewer Facilities including detention/retention facilities, wetlands improvements, stormtrap and related structures.
- G. Site Improvements including sidewalk, pavement, curb and gutter, sign, lighting, and other items listed on the **Exhibit "C"** of this agreement.
- H. Joliet Road frontage cross section improvements as listed on the **Exhibit "B"** of this agreement
- I. Any and all restoration work attendant to any of the above.

All work and improvements shall be prosecuted in a good and workmanlike manner and in strict accordance with all pertinent ordinances and regulations of the VILLAGE, State, and County, and/or other agreements between the VILLAGE and DEVELOPER, and the Plans and Specifications for such IMPROVEMENTS on file in the offices of the VILLAGE, including the FINAL PLANS, to be approved by the VILLAGE. Any utilities and services to be installed in or under the streets shall be installed prior to paving.

5. Attached hereto as **Exhibit "D"** is a complete cost estimate for the construction of the IMPROVEMENTS. The VILLAGE Code and/or any applicable ordinance or agreement provides that the DEVELOPER shall collateralize its obligation to construct all IMPROVEMENTS. In satisfaction of the obligation to secure its obligations to construct all IMPROVEMENTS, the developer shall deliver to the VILLAGE a letter of credit ("LOC") issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such LOC shall contain such terms and

provisions as may be acceptable to the Village Attorney of the VILLAGE and shall be deposited with the VILLAGE prior to the approval of the PROJECT by the VILLAGE.

Said LOC shall be in a principal amount of not less than one hundred and ten percent (110%) of the DEVELOPER'S engineer's estimate, as approved by the VILLAGE'S Director of Municipal Services, of the costs of all IMPROVEMENTS to be constructed upon the SUBJECT REALTY.

The LOC shall provide for its reduction from time to time, based upon the VILLAGE Director of Municipal Services' recommendation to the VILLAGE Administrator of the value of any of the IMPROVEMENTS installed. The VILLAGE Director of Municipal Services' recommendation shall not be subject to question by the DEVELOPER. In no event shall the LOC be reduced to an amount less than one hundred and ten percent (110%) of the VILLAGE Director of Municipal Services' estimate of the cost of completion of all remaining IMPROVEMENTS. Any language in the LOC with respect to its reduction shall be subject to the approval of the VILLAGE Attorney. In no event shall the VILLAGE Director of Municipal Services' recommendation for a reduction to the LOC or the VILLAGE Administrator's authorization for such reduction constitute final acceptance of any of the IMPROVEMENTS.

6. All work related to the IMPROVEMENTS shall be subject to inspection by the VILLAGE Director of Municipal Services, or his designee, and his approval thereof shall be a condition precedent to the payout of funds to contractors or subcontractors. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the IMPROVEMENTS.

7. DEVELOPER will pay to the VILLAGE all plan review fees pursuant to Section 4-2-11(F)7 and Section 10-8-3 of the Village Code of the VILLAGE.

8. The DEVELOPER shall furnish the VILLAGE with evidence of liability insurance in the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the DEVELOPER contemplated by this Agreement (the "CERTIFICATES"). Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the final acceptance of all of the IMPROVEMENTS, the VILLAGE may have recourse against the LOC for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the IMPROVEMENTS. The CERTIFICATES are attached hereto as **Exhibit "E"** and incorporated herein by this reference. DEVELOPER agrees to maintain the insurance coverage evidenced by the CERTIFICATES until the construction of the IMPROVEMENTS is completed.

9 The DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants and employees, arising out of any of the DEVELOPER'S construction activities contemplated by this Agreement.

10. DEVELOPER shall complete those IMPROVEMENTS identified in paragraph 4 of this Agreement prior to the issuance of any building permits.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than two (2) years from and after the date of this Agreement.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to require completion by drawing on the LOC in addition to any other available remedies.

11. Upon completion of all IMPROVEMENTS and, further, upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that all said IMPROVEMENTS have been completed in conformance with this Agreement, the VILLAGE Code, the FINAL PLANS, any applicable agreements and all State and Federal laws and standards that were in effect at the time the IMPROVEMENTS were designed, the VILLAGE Director of Municipal Services shall, within sixty (60) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) finally accept all said IMPROVEMENTS, or (ii) designate in writing to DEVELOPER all corrections or alterations which shall be required to obtain final acceptance of said IMPROVEMENTS, specifically citing sections of the final engineering Plans and Specifications, the VILLAGE Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said VILLAGE Director of Municipal Services. Should the VILLAGE Director of Municipal Services reject any IMPROVEMENT, or any portion or segment thereof, for final acceptance, the DEVELOPER shall cause to be made to such IMPROVEMENT such corrections or modifications as may be required by the VILLAGE Director of Municipal Services. The DEVELOPER shall cause the IMPROVEMENTS to be submitted and resubmitted as herein provided until the VILLAGE Director of Municipal Services shall finally accept same. No IMPROVEMENT shall be deemed to be finally accepted until the Director of Municipal Services shall finally accept same.

Upon completion and as a condition of final acceptance by the VILLAGE, DEVELOPER agrees to convey and transfer those IMPROVEMENTS that are deemed to be public improvements to the VILLAGE by appropriate Bill(s) of Sale.

12. The DEVELOPER guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said IMPROVEMENTS will be furnished and performed in compliance with all ordinance, statutes, and regulations, and in accordance with established practices, standards, and customs recognized by engineers in the Chicago area. All IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the DEVELOPER for a period of eighteen (18) months from the date of final acceptance.

To partially secure the DEVELOPER'S guarantee, at the time of final acceptance by the VILLAGE of the installation of all IMPROVEMENTS in accordance with this Agreement,

DEVELOPER shall deposit with the VILLAGE a Maintenance LOC in the amount of fifteen percent (15%) of the actual cost of the IMPROVEMENTS finally accepted by the VILLAGE. This LOC shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of eighteen (18) months after all IMPROVEMENTS are finally accepted.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the VILLAGE Director of Municipal Services, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance LOC shall be returned to the DEVELOPER.

If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the VILLAGE Director of Municipal Services, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the DEVELOPER shall, upon notification by the VILLAGE Director of Municipal Services of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said Maintenance Letter(s) of Credit to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Letter(s) of Credit, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

13. The DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

14. The DEVELOPER shall be responsible for the maintenance of the IMPROVEMENTS until such time as they are finally accepted by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by paragraph 1 of this Agreement, compliant with the Plans and Specifications identified by said paragraph at the time of their final acceptance by the VILLAGE.

15. The DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS that may occur during the construction of the PROJECT irrespective of whether the IMPROVEMENTS damaged have or have not been finally accepted hereunder. DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. DEVELOPER shall have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance.

16. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the PROJECT, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefor shall arise. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

17. From and after the date on which the VILLAGE'S Director of Municipal Services notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this Agreement, the DEVELOPER shall pay to the VILLAGE, upon demand, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this Agreement against DEVELOPER, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

18. **Variances/Waivers.** That pursuant to section 9-13-6(L) of the Village Code, the Corporate Authorities hereby approve the following departures, exceptions or variances are granted:

- A. That Section 9-6C-3(E)1 "Minimum Front Yard Setback", be varied to reduce the minimum front yard setback from sixty feet (60') to forty-five point two six (45.26'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- B. That Section 9-6C-3(E)4 "Minimum Rear Yard Setback", be varied to reduce the minimum rear yard setback from forty feet (40') to twenty-four feet (24'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- C. That Section 9-6C-3(F) "Maximum Height", be varied to increase the maximum building height from thirty feet (30') to forty-nine point eight feet (49.8'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- D. That Section 9-6C-3(H) "Maximum Floor Area Ratio", be varied to increase the maximum floor area ratio from 0.3 to 0.33, per the "Compass Arena Architectural Plans", attached hereto as Exhibit "D".
- E. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the interior side yard parking lot setback from the east property line from ten feet (10') to nine point seven

five feet (9.75'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".

- F. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the rear yard parking lot setback from the south property line for the driveway pavement around the building from ten feet (10') to zero feet (0'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- G. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the front yard parking lot setback from the north property line for the driveway pavement around the building of the building from fifteen feet (15') to twelve point five feet (12.5'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- H. That Section 9-10-5(G)3 "Interior Parking Lot Landscaping" be varied to reduce the amount of open space and number of interior parking lot landscape islands from one every 20 spaces in accordance with the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- I. That Section 9-10-5(G)3 "Interior Parking Lot Landscaping" be varied to allow ornamental tree plantings instead of shade tree plantings for landscaped parking islands in accordance with the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".
- J. That Section 9-11-11(B)2 "Sign Location", be varied to allow building mounted sign to exceed a height of twenty feet (20') for the signage on the north and south elevations of the building, per the "Compass Arena Architectural Plans", attached hereto as Exhibit "D".
- K. That Section 9-14-2.23(B)3(d) "Border Plantings and Foundation Plantings" be varied to reduce the minimum foundation landscape area from seven feet (7') to two feet (2') at the north and south building facades, per the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".
- L. That Section 9-14-2.23(B)3(c) "Ornamental Trees" be varied to reduce the minimum ornamental tree requirements from forty-four (44) trees to thirty-five (35), per the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".
- M. That the applicable landscape provision in Sections 9-6-1(D), 9-10-5(G), and 9-14-2.23 be varied pursuant to the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".

19. **Approval of Plans.** The Corporate Authorities hereby approve the following plans, and it is a condition of the Owner's right to develop the Property that said development be done strictly in accordance with the following plans (as the same may be amended and thereafter approved in writing by the Director of Municipal Services from time to time, which approval shall not require formal action of the Village Board or any other body of the Village; provided, however, the Director of Municipal Services only has authority to approve amendments to the

following plans which, in his opinion, do not represent material changes to or substantial departures from such plans):

1. **Compass Arena Final Engineering Plans, prepared by Southwest Engineering Consultants, Inc., latest revision dated 12/9/16, (20 Sheets).**
2. **Compass Arena Final PUD Plat, prepared by Krisch Land Surveying LLC, latest revision dated 12/12/16 (2 Sheets).**
3. **Compass Arena Final Landscape Development Plans, prepared by Robert Fleck, latest revision dated 12/14/16 (1 Sheet).**
4. **Compass Arena Architectural Plans, prepared by R. Vari and Associates, dated 8/16/16 (9 Sheets).**
5. **Compass Arena Construction Schedule, prepared by Rose Development Corp., dated 1/12/17 (2 Sheets).**
6. **Final Engineer's Opinion of Probably Construction Cost for Site Development, prepared by Southwest Engineering Consultants, Inc., latest revision date 12/09/16, (2 Sheets).**

20. **Compliance with Village Ordinances.** The Owner agrees to comply with all ordinances of the Village of Willowbrook, as amended from time to time, with respect to the ownership, operation and use of the Property, except as such ordinances may be (or may have been) modified or waived as set forth herein; and provided further that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property, but shall be equally applicable to all property in the Village similarly zoned or situated. In the event, however, of any conflict between this Agreement and the Zoning Ordinance, the Zoning Ordinance and any other present or future codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.

21. **Water and Sanitary Sewer Provisions.**

(a) Owner shall have the right to construct and install at its expense all necessary on-site water mains to service the Development to be located on the Property and any future expansions or additions thereto or replacements thereof. All water mains shall be constructed and installed in accordance with final engineering plans approved by the Village. The Village represents that there is adequate water adequate to service the buildings that are to be located on the Property, as shown on the Site Plan. The Owner shall be permitted to tap on to the Village water system at points recommended by the Village Engineer. The Corporate Authorities agree to cooperate with the Owner and to use reasonable efforts to aid Owner in obtaining permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the proposed development to the Village of Willowbrook water system, if necessary. Water mains serving the Property shall be installed by the Owner at no expense to the Village and, except for service connections to the buildings, shall be dedicated to the Village and become

a part of the Village water system maintained by the Village upon installation and acceptance by the Village through federal acceptance by the Corporate Authorities.

(b) **Sanitary Sewer Provisions.** The Village represents that adequate sewerage capacity is available to service the Development to be located on the Property and future expansions and additions thereto. The Owner shall be permitted to tap on to the Village sanitary sewer system at points recommended by the Village Engineer. The Corporate Authorities agree to cooperate with the Owner and to make its best efforts to aid Owner in obtaining such permits from governmental agencies jurisdiction as may be necessary to authorize connection from the Development in the Village of Willowbrook and the DuPage County _____ for the collection and treatment of sewage. The Owner shall construct on-site sewers to service the Property as indicated on **Exhibit "C"**. Upon installation and acceptance by the Village through normal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems. The Owner agrees to accept any reasonable increase in sewer tap on and connection fees, provided notice is given and such fees are applied consistently to all similar users in the Village.

22. **Exhibits.** The following Exhibits, some of which were presented in testimony given by the Owner or the witnesses during the hearings held before the Plan Commission and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below. This Agreement, upon execution by the parties, together with copies of all Exhibits, shall be kept on file with the Village Clerk and be available for inspection to the parties hereto.

Exhibit "A" Legal Description of Subject Realty
Exhibit "B" Final Plans
Exhibit "C" Building Elevations
Exhibit "D" Engineer's Opinion of Probably Construction Cost
Exhibit "E" Certificates of Insurance

23. **Fees Paid by Owner.** Owner shall reimburse the Village for reasonable costs incurred by the Village in executing and carrying out the terms of this Agreement, planning, engineering, traffic, legal consultants and other consultants in review of plans and other documents required in the zoning approval and development approvals from time to time.

24. **Facilitation of Development.** Time is of the essence of this Agreement and all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the Development is in the best interests of all the parties and requires their continued cooperation. The Owner does hereby evidence its willingness to discuss any matters of mutual interest that may arise, and its willingness to assist the Village in any reasonable manner. The Village does hereby evidence its intent to always cooperate in the resolution of mutual problems and its willingness to facilitate the Development, as contemplated by the provisions of this Agreement.

25. **Enforceability of the Agreement.** This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement

is held invalid, such provision shall be deemed to be excised heretofore and the invalidity thereof shall not affect any of the other provisions contained herein.

26. **Binding Effect of Agreement.** This Agreement shall be binding upon the Property, the parties hereto and their respective successors and assigns.

27. **Corporate Capacities.** The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

28. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the VILLAGE Code. To the extent that this Agreement does not address an applicable provision of the VILLAGE Code, the VILLAGE Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the VILLAGE Code has not been addressed within the specific terms of this Agreement.

29. **Notices.** Any notice required pursuant to or permitted by the provisions of this Agreement (a "Notice") must be in writing any may be given by (a) personal delivery, (b) nationally recognized overnight courier service, (c) United States registered or certified mail, return receipt requested, with proper postage prepaid, or (d) facsimile transmission (provided such Notice is also sent that same day by one of the other delivery methods set forth in this Section), in each case addressed to the party to whom the Notice is directed at the address of the party set forth below, or at any other address as the parties may later designate by Notice sent in accordance with the provisions of this Section 16:

If to Owner: Willowbrook 2012, LLC
15 W. 580N. Frontage Road
Suite 1
Burr Ridge, Illinois 60527

Copy to: Mr. Gary Grasso

Copy to: Storino, Ramello & Durkin
9501 West Devon Avenue, 8th Floor
Rosemont, IL 60018
Attn: Thomas Bastian
(847) 318-9500

Fax: (847) 318-9509

Any Notice may be given by a party or a party's attorney and, if given by certified or registered mail, shall be deemed given on the fifth business day following the date that the Notice is given to the postmaster. If a Notice is given by overnight delivery, it shall be deemed given on the first business day following delivery to the overnight courier. Any Notice given by personal delivery shall be deemed given on actual receipt by the addressee thereof (or upon refusal to accept delivery). Any Notice given by facsimile transmission shall be deemed given upon the completion of the transmission on business days provided the sender has telecopier machine confirmation of the transmission and also sends the Notice that same day by one of the other delivery methods set forth in this Section.

30. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the date and year first above written.

VILLAGE OF WILLOWBROOK

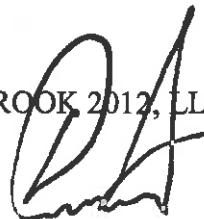
By: _____
Mayor

ATTEST:

Village Clerk

OWNER

WILLOWBROOK 2012, LLC



By: _____
Compass Management, Inc.

Name: Roy Dobrasincic
Title: President

ATTEST:


Title Gen. Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 2 IN BARTON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2001 AS DOCUMENT R2001-007978 AND RE-RECORDED MARCH 20, 2002 AS DOCUMENT R2002-078679, IN DUPAGE COUNTY ILLINOIS.

PIN: 09-26-401-005-0000

ADDRESS: 635 Joliet Road

EXHIBIT "B"

FINAL PLANS

EXHIBIT "C"
BUILDING ELEVATIONS

EXHIBIT "D"
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

EXHIBIT "E"
CERTIFICATES OF INSURANCE

EXHIBIT "F"
TRAFFIC REGULATION AGREEMENT

Return Recorded Document
to:

Tim Halik
Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

TRAFFIC REGULATION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, by and between WILLOWBROOK 2012, LLC, an Illinois limited liability company, and the VILLAGE OF WILLOWBROOK, a municipal corporation, within which corporate jurisdiction the Complex is located for the regulation of traffic and other matters within the complex area and the enforcement of said regulations by the assigned traffic law enforcement personnel of the Village.

WITNESSETH:

ARTICLE 1. DEFINITIONS: As used in this Agreement, the following definitions apply:

- 1.1 Complex: The land, buildings and other improvements commonly known as Compass Event Center & Arena, 635 Joliet Road, situated in the Village of Willowbrook, DuPage County, Illinois, and legally described in the attached Exhibit "A".
- 1.2 Permanent Index Numbers (PINs): 09-26-401-005-0000
- 1.3 Manager: Those persons or entity employed or retained by Owner from time to time with authority to administer, manage and operate the Complex for the purposes of this Agreement.

- 1.4 Owner: Willowbrook 2012, LLC
- 1.5 Village: Village of Willowbrook, DuPage County, Illinois.

ARTICLE 2. RECITAL OF FACTS: The following recitals of fact are an integral part of this Agreement.

- 2.1 Owner holds record title to the Complex.
- 2.2 The Complex is located within the corporate jurisdiction of the Village.
- 2.3 It is the mutual desire of the parties hereto that the Village shall regulate the parking of automobiles, and traffic and roller skating, bicycle riding and/or skateboarding within the Complex, and enforce said regulations by the assigned traffic law enforcement personnel of the Village.
- 2.4 The Illinois Vehicle Code (625 ILCS 5/11-209) and the Illinois Municipal Code (65 ILCS 5/1-1-7) provide for such agreement between the Village and the Owner and said statutory authorization enumerated on those matters which may be included in such agreement. Further, additional matters may be included in such agreements pursuant to Article VII, Section 10 of the Illinois Constitution.
- 2.5 Manager, in its capacity with Owner, is empowered to enter into this Agreement.

ARTICLE 3. COVENANTS: In consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, each of the respective parties hereto covenants and agrees as follows:

- 3.1 The Owner will cause the Manager or its designated representative to cooperate with the Chief of Police or his designated representative in inspecting the parking area of the Complex to determine what, if any, stop signs, yield signs, person with disabilities parking area signs, or any other traffic markers are to be erected, and to determine what, if any, areas are to be marked as stop intersections, yield intersections, person with disabilities parking areas or pedestrian crossings, in order to provide for the safe and efficient trafficking of the parking area of the Complex. Further, such determination may include the regulation and/or prohibition of roller-skating, the riding of bicycles and/or the riding or operation of skateboards in and upon the Complex, and the posting of the signs with the respect thereto.
- 3.2 If it be determined, pursuant to Paragraph 3.1 of this Agreement, that stop signs, yield signs, person with disabilities parking area signs, or any other markers are to be erected or that specified intersections are to be marked as stop intersections, yield intersections, or pedestrian crossings, the Owner agrees to erect such signs

and markers at the indicated places on the Complex, in accordance with all applicable regulations and specifications promulgated by the State of Illinois. The Owner shall bear the costs and expenses of obtaining, erecting and maintaining any and all such signs and markers necessary for enforcement of the regulations agreed to by the parties herein.

- 3.3 The Owner shall cause the Manager to mark such fire lanes as the local Fire Protection District Chief or his designated representatives shall recommend as necessary for effective movement of Fire Department and other emergency vehicles.
- 3.4 Signs or other devices providing for the regulation of traffic and parking, or the regulation or prohibition of roller skating, bicycle riding or skateboarding, within the Complex, as well as a designation of the exact regulations to be imposed thereon, shall be installed as shown in the Traffic Regulation Plan for *Compass Event Center & Arena* as prepared by Southwest Engineering Consultants, Inc., 7621 Balmbridge Dr., Downers Grove, IL 6015, referenced as Project No. 071014, consisting of 1 sheet, dated September 1, 2016, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein.
- 3.5 The Village hereby agrees to enforce all regulations in the parking areas of the Complex by use of assigned traffic enforcement personnel of the Village; to issue citations to any and all violators of such regulations; and to adopt and enforce any additional reasonable rules and regulations with respect to traffic and parking in the parking area as local conditions may require or the safety and convenience of the public or the users of the parking area.
- 3.6 The Owner hereby agrees to provide for the removal of vehicles that are abandoned or parked in areas where stopping, standing or parking is prohibited. Such removal shall be done pursuant to a towing agreement and in accordance with the requirements of 625 ILCS 5/4-203, including, but not limited to, posting of the notice required therein.
- 3.7 Neither the Owner nor the Manager shall permit any person to park a vehicle at any location in the Complex for the purpose of displaying such vehicle for sale. The owner of any such vehicle may be ticketed by the Village.
- 3.8 The Owner has named the Village as an additional insured on its Comprehensive General Liability Insurance Policy and on their Excess Liability Insurance Policy and a copy of said Certificate of Insurance is attached hereto as Exhibit "C" and incorporated herein. Such liability insurance shall provide that the Village, its officers, agents, agencies, employees, and departments shall be additional insured under such insurance. Said insurance shall be in the minimum amount of one million dollars (\$1,000,000) combined single limit or in such amounts acceptable

to the Village and shall be in such form and with such Company as shall be approved by the corporate authorities.

The Owner hereby agrees to keep said policies in full force and effect throughout the terms of this Agreement. A mandatory written notice must be provided upon the cancellation of any policy as outlined under the Certificate of Insurance evidencing the coverage provided for herein.

3.9 In the event the Owner changes Managers, the Owner shall notify the Village within ten (10) days of such change.

ARTICLE 4. TERM: This Agreement shall be in full force and effect from and after the date of its execution for a period of twenty (20) years of the date thereof, and may, by further agreement of the parties, be continued for additional periods of like duration.

Notwithstanding any provision contained herein to the contrary, after this Agreement has been in effect for a term of one (1) year, this Agreement may be canceled upon the giving of thirty (30) days prior written notice by either party hereto, except to the extent that the Owner may be required to maintain this Agreement pursuant to any zoning relief granted by the Village.

4.1 The sole remedy available to the Owner, upon any breach of this Agreement by the Village, shall be the cancellation of the Agreement under its terms. It is of the essence of this Agreement that the Village shall not be liable in money damages for any breach of this Agreement.

ARTICLE 5. SUCCESSORS: This Agreement shall be binding upon and inure to benefit the respective assigns, successors and personal representatives of each of the parties hereto.

ARTICLE 6. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois.

ARTICLE 7. RECORDING: A fully executed copy of the Agreement shall be recorded in the Office of the Recorder of Deeds of the County of DuPage of the State of Illinois, and it is agreed, pursuant to the statutes set forth above, that no regulation made pursuant to this Agreement shall be effective or enforceable until three (3) days after this Agreement is recorded.

ARTICLE 8. NOTICES: All notices hereunder shall be in writing and sent by Certified Mail, addressed to the Manager at Willowbrook 2012, LLC, 15 W. 580 N. Frontage Road, Suite 1, Burr Ridge, IL 60527, and, if to the Village, at the Office of the

Village Administrator of Willowbrook, 835 Midway Drive, Willowbrook, Illinois 60527.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date and year first above mentioned.

OWNER

Willowbrook 2012, LLC

BY:


Willowbrook 2012, LLC (Owner)

VILLAGE OF WILLOWBROOK

BY.

Mayor

ATTEST:

Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2 IN BARTON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2001 AS DOCUMENT R2001-007978 AND RE-RECORDED MARCH 20, 2002 AS DOCUMENT R2002-078679, IN DUPAGE COUNTY ILLINOIS.

PIN: 09-26-401-005-0000

ADDRESS: 635 Joliet Road, Willowbrook IL 60516

EXHIBIT "B"

TRAFFIC REGULATION PLAN

Pursuant to the attached agreement, the Willowbrook Police Department agrees to enforce the following areas as designated on the traffic control plan attached hereto.

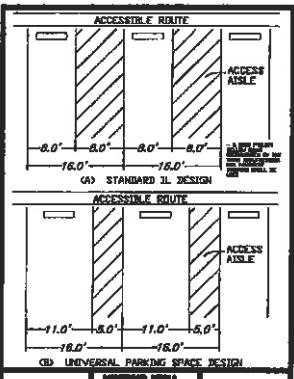
1. Traffic control signs including posted speed limit signs, stop signs, yield signs, and one-way signs.
2. No parking within 15 feet of hydrant locations as marked.
3. Handicap parking areas as marked with an official sign.
4. Prohibition of parking along all streets between 2:00 a.m. and 6:00 a.m.
5. Enforcement of yellow curb markings with adjacent "No Parking" signs indicating no parking areas.
6. Seven (7) parking spaces, as identified on the plan, are for "Employees Only."
7. Parking shall be in designated parking spaces only (drive aisles shall be kept clear).
8. Semis shall not park on the site, except in the one loading spot and only when loading and unloading products.
9. Enforcement of posted, "No Trespassing" signs.
10. Posted "No Parking" zones.
11. Parking of vehicles for the purpose of being displayed for sale.
12. Enforcement of Village ordinance violations.
13. Prohibition of roller skating, bicycle riding, or skateboarding within the complex as posted.

Any future signs, crosswalks, and so forth may be agreed upon at a later date.



Owners' Representative

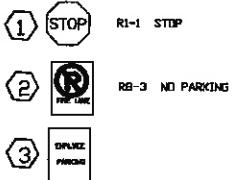
Chief of Police



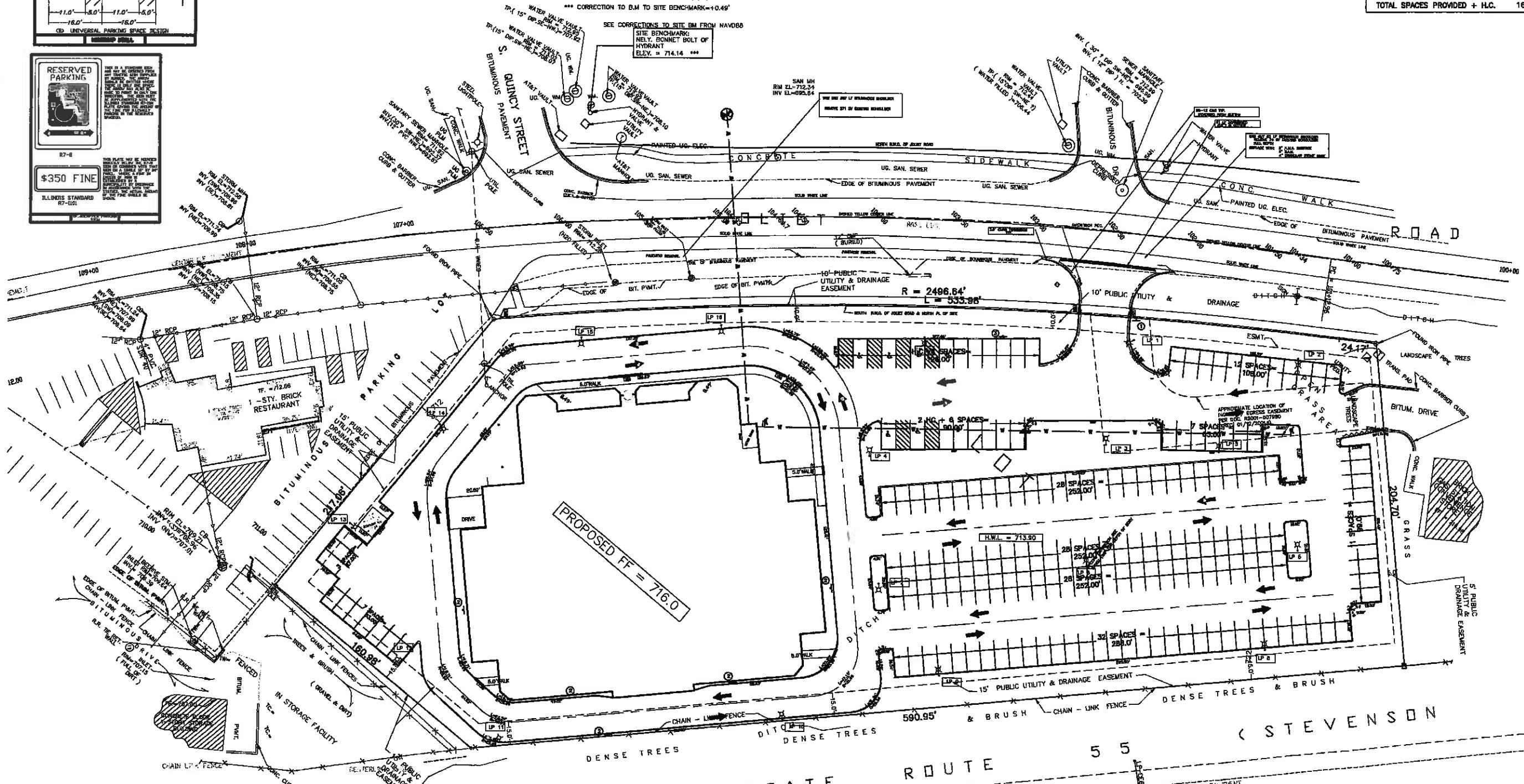
STARTING BENCHMARK:
2008 DUPAGE COUNTY GEODETIC SURVEY
MONUMENT #DN28062 IS BRONZE DISK LOCATED
ALONG W. SIDE OF MADISON ST.
E. FACE OF THE SECOND PIER ON A BRIDGE
FOR THE INTERSTATE 55 OVERPASS 3.75 ABOVE STREET SURFACE
ELEV. = 714.55 (NAVD 1988 Datum)

STARTING BENCHMARK:
2006 DUPAGE COUNTY GEODETIC SURVEY
MONUMENT #DQNO3001 IS BRONZE DISK IN
W. SIDE OF CONC. TRAFFIC SIGNAL BASE
LOCATED AT NE. CORNER OF CASS AVE. &
ODGEN AVE. (RTE. 34)
ELEV. ~ 746.26 (NAVD 1988 Datum)

SIGNS



<u>PARKING PROVIDED 180 SPACES</u>			
SOUTH	WEST	CORNER	10
EAST	PL.		11
NORTH	AILSE	+	H.C.
		31	6
CENTER	AILSE		56
SOUTH	AILSE		80
TOTAL	SPACES	PROVIDED	+
		H.C.	168 8



SEC 4
SOUTHWEST ENGINEERING
CONSULTANTS, INC.
7621 BAIMBRIDGE DR.
DOWNERS GROVE, IL 60156
630-737-0025

L E C

REVISIONS

FINAL ENGINEERING
COMPASS ARENA
635 JOLIET RD. WILLOWBROOK, IL

TRAFFIC REGULATION PLAN

CLIENT:
COMPASS REAL ESTATE HOLDINGS LLC
15W580 N. FRONTAGE RD
BURR RIDGE ILLINOIS 60527
CONTACT: MARIO MAGLIANO
PHONE: 630-788-4934

PROJECT NO. 071014	SHEET
DATE 8-1-16	
SCALE 1" = 30'	
DESIGNED BY WSK	
DRAWN BY WSK	
CHECKED BY DMK	

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

COMPA01

OP ID: CM

DATE (MM/DD/YYYY)

09/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Daliborka Savovic PHONE (A/C, No. Ext.): 866-583-7890 FAX (A/C, No.): 708-924-1301 E-MAIL ADDRESS: dsavovic@compassinsure.com	
INSURED		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Compass Specialty Insurance	15867
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CGL201503	01/02/2016	02/02/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
OTHER:							
AUTOMOBILE LIABILITY							
ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS							
ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							
HIRED AUTOS <input type="checkbox"/> AUTOS							
UMBRELLA LIAB		OCCUR	CLAIMS-MADE			EACH OCCURRENCE	\$
EXCESS LIAB							
DED	RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A							
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an additional insured.

CERTIFICATE HOLDER

VILLAGE

Village of Willowbrook
DuPage County
Illinois

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Daliborka Savovic

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:	AGENDA NO.
AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT WITH WILLOWBROOK, 2012, LLC FOR THE DEVELOPMENT OF THE COMPASS EVENT CENTER AND ARENA, 635 JOLIET ROAD, WILLOWBROOK, ILLINOIS	8 AGENDA DATE: 1/23/17

STAFF REVIEW: Anna Franco, Planning Consultant	SIGNATURE: <u>Anna E Franco</u>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

This item pertains to the approval a Special Use for a Planned Unit Development and Final Plat of Planned Unit Development (PUD) for the Compass Event Center and Arena, proposed for the property at 635 Joliet Road.

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

This ordinance specifically approves and authorizes the execution of a Planned Unit Development (PUD) Agreement with Willowbrook, 2012, LLC, the petitioner for the Special Use for a PUD for the Compass Event Center and Arena. The PUD Agreement is legal agreement between the Village and the petitioner pertaining to the development of the subject property. The agreement outlines the improvements to be made by the petitioner, how they will be made, and requires a security from the petitioner for guarantee of the fulfilling said improvements.

ACTION PROPOSED: January 23, 2016: Consideration of Attached Ordinance.

ORDINANCE NO. 17-O-

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING
AND AUTHORIZING THE EXECUTION OF A PLANNED UNIT
DEVELOPMENT AGREEMENT WITH WILLOWBROOK, 2012, LLC
FOR THE DEVELOPMENT OF THE COMPASS EVENT CENTER AND ARENA,
635 JOLIET ROAD, WILLOWBROOK, ILLINOIS

WHEREAS, Willowbrook, 2012, LLC ("Owner"), is the Owner of record of certain 3.657 acre tract of property located at 635 Joliet Road, Willowbrook, Illinois; and

WHEREAS, Owner proposes to develop the property as a B-3 Planned Unit Development with a special use as a Commercial Planned Unit Development for the development and operation of the Compass Event Center and Arena ("Project"); and

WHEREAS, pursuant to due notice and advertisement, as required by the statutes of the State of Illinois, the Plan Commission of the Village held a public hearing and made their recommendations with respect to the requested special use as a Commercial Planned Unit Development; and

WHEREAS, the Plan Commission of the Village, after due consideration of the proposed Project, forwarded its recommendations to the Village with respect to the special use as a Commercial Planned Unit Development for the construction of the Project; and

WHEREAS, all final plans for the Project have been reviewed and approved; and

WHEREAS, the Owner/Developer of the Project is ready, willing and able to enter into a Planned Unit Development Agreement for the Project. A copy of the said Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Owner/Developer is willing and able to perform all the obligations as required in the Planned Unit Development Agreement; and

WHEREAS, the corporate authorities of the Village, after due and careful consideration, have concluded that the zoning and development of the property on the terms and conditions set forth in the Planned Unit Development Agreement would further enable the Village to control the development of the area and would serve the best interest of the Village.

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

SECTION ONE: That certain document attached hereto as Exhibit "A" entitled, "Planned Unit Development Agreement" be, and is hereby approved, and the Village Mayor and Village Clerk are hereby authorized and directed to execute and attest to, respectively, the Planned Unit Development Agreement.

SECTION TWO: The Planned Unit Development Agreement between the Village and Willowbrook, 2012, LLC, accurately sets forth all

of the agreements between the parties pertaining to the development of the property.

SECTION THREE: All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict, expressly repealed.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED and APPROVED this 23rd day of January, 2017.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

EXHIBIT "A"

Planned Unit Development Agreement

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement (hereinafter referred to as the "Agreement") made and entered into this ____ day of January, 2017, by and between the VILLAGE OF WILLOWBROOK, a municipal corporation of the County of DuPage, State of Illinois (hereinafter referred to as "Village") by and through the Mayor and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and WILLOWBROOK 2012, LLC, as owner of record of the subject property (hereinafter referred to as the "Owner").

W I T N E S S E T H:

WHEREAS, Owner is the owner of record of a certain tract of property (hereinafter referred to as the "Property") of approximately 3.657 acres legally described and identified in the Legal Description, which is attached hereto as **Exhibit "A"** and desires to develop the Property to be known as the "Compass Event Center" as a 45,934 square foot facility that consists of a 28,992 square foot indoor soccer facility and a 16,562 square foot restaurant, bar and golf simulator entertainment spaces, all as more particularly shown on the Site Plan (the "Development"); and

WHEREAS, Owner desires and proposes to maintain the existing B-3 zoning classification under the Village Zoning Ordinance, with a special use as a Commercial Planned Unit Development; and

WHEREAS, this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by ordinance; and

WHEREAS, pursuant to due notice and advertisement, as required by the statutes of the State of Illinois, the Plan Commission of the Village held a public hearing and made their recommendations with respect to the requested special use as a Commercial Planned Unit Development; and

WHEREAS, DEVELOPER, as applicant, filed an application for approval of the Compass Event Center and Arena ("PROJECT") with respect to the Property so as to permit the construction of Compass Event Center and Arena; and,

WHEREAS, the final plans to be approved include the final engineering plans for Compass Event Center and Arena (which were prepared by Southwest Engineering Consultants, Inc. and consist of 20 sheets bearing a latest revision date of December 9, 2016) and the final plat of PUD for Compass Event Center and Arena (which were prepared by Krisch Land Surveying LLC and consist of 2 sheets bearing a latest revision date of December 12, 2016), and known collectively as the "FINAL PLANS" and all of which are attached hereto as **Exhibit "B"** and by this reference, are incorporated herein;

WHEREAS, as a condition of the approval of the FINAL PLANS by the VILLAGE, Developer hereby agrees to develop the PROJECT strictly in accordance with the terms and conditions of this AGREEMENT and in accordance with applicable VILLAGE, State, and County ordinances and/or other agreements between the VILLAGE and DEVELOPER. The PROJECT shall not be approved until this AGREEMENT is executed; and

WHEREAS, the Corporate Authorities of the Village after due and careful consideration have concluded that the zoning and development of the Property on the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into and made a part of the Agreement as fully restated herein.

2. **Enactment of Village Ordinances.** The Corporate Authorities shall immediately, adopt the following proper, valid and binding ordinances:

- a) An ordinance approving and authorizing the execution and delivery of this Planned Unit Development Agreement by the Corporate Authorities.
- b) An ordinance granting a special use for a planned unit development, including approval of a final plat of PUD, granting certain waivers from the zoning ordinance, and related matters – PC 16-07: 635 Joliet Road – Compass Event Center And Arena
- c) An ordinance amending the Zoning Map of the Village of Willowbrook to rezone the property at 635 Joliet Road, Willowbrook, Illinois, B-3 PUD.

3. **Approval of Uses.** The Corporate Authorities hereby approve the following uses of the Property within the B-3 District: a) all uses that, from time to time, are Permitted Uses or Accessory Uses under the Village's Zoning Ordinance for the B-3 District, including, without limitation all such uses that are Permitted Uses and Accessory Uses in the B-3 District as of the date of this Agreement, regardless of whether any such uses are, in the future, Permitted Uses or Accessory Uses in said District; and b) the following special uses, no other uses, including but not limited to a private membership clubs or private clubs: (i) 28,992 square foot indoor soccer facility and 16,562 square foot restaurant, bar and golf simulator entertainment spaces.

4. **Architectural Control and Improvements.** DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the following improvements on and/or relating to the SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT"):

- A. All buildings will be constructed strictly in accordance with the building elevations attached hereto as Exhibit "C" or in accordance with such

other building elevation plans as may be hereafter approved in writing from time to time for the Development by the Director of Municipal Services, which approval shall not require formal action of the Village Board or any other body of the Village; provided, however, the Director of Municipal Services only has authority to approve amendments to said building elevation plans which, in his or her opinion, do not represent material changes to or substantial departures from such plans.

- B. Existing Infrastructure Removal (including pavement, sidewalk, curb and gutter, stormwater sewer utility removal, and existing building demolition, and other items listed on the **Exhibit "B"** of this agreement).
- C. Earth Excavation. & Site Grading
- D. Erosion Control.
- E. Utility installation (including storm sewer, sanitary sewer and water main, drainage structures, and other items listed on the **Exhibit "B"** of this agreement.
- F. Storm Sewer Facilities including detention/retention facilities, wetlands improvements, stormtrap and related structures.
- G. Site Improvements including sidewalk, pavement, curb and gutter, sign, lighting, and other items listed on the **Exhibit "C"** of this agreement.
- H. Joliet Road frontage cross section improvements as listed on the **Exhibit "B"** of this agreement
- I. Any and all restoration work attendant to any of the above.

All work and improvements shall be prosecuted in a good and workmanlike manner and in strict accordance with all pertinent ordinances and regulations of the VILLAGE, State, and County, and/or other agreements between the VILLAGE and DEVELOPER, and the Plans and Specifications for such IMPROVEMENTS on file in the offices of the VILLAGE, including the FINAL PLANS, to be approved by the VILLAGE. Any utilities and services to be installed in or under the streets shall be installed prior to paving.

5. Attached hereto as **Exhibit "D"** is a complete cost estimate for the construction of the IMPROVEMENTS. The VILLAGE Code and/or any applicable ordinance or agreement provides that the DEVELOPER shall collateralize its obligation to construct all IMPROVEMENTS. In satisfaction of the obligation to secure its obligations to construct all IMPROVEMENTS, the developer shall deliver to the VILLAGE a letter of credit ("LOC") issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such LOC shall contain such terms and

provisions as may be acceptable to the Village Attorney of the VILLAGE and shall be deposited with the VILLAGE prior to the approval of the PROJECT by the VILLAGE.

Said LOC shall be in a principal amount of not less than one hundred and ten percent (110%) of the DEVELOPER'S engineer's estimate, as approved by the VILLAGE'S Director of Municipal Services, of the costs of all IMPROVEMENTS to be constructed upon the SUBJECT REALTY.

The LOC shall provide for its reduction from time to time, based upon the VILLAGE Director of Municipal Services' recommendation to the VILLAGE Administrator of the value of any of the IMPROVEMENTS installed. The VILLAGE Director of Municipal Services' recommendation shall not be subject to question by the DEVELOPER. In no event shall the LOC be reduced to an amount less than one hundred and ten percent (110%) of the VILLAGE Director of Municipal Services' estimate of the cost of completion of all remaining IMPROVEMENTS. Any language in the LOC with respect to its reduction shall be subject to the approval of the VILLAGE Attorney. In no event shall the VILLAGE Director of Municipal Services' recommendation for a reduction to the LOC or the VILLAGE Administrator's authorization for such reduction constitute final acceptance of any of the IMPROVEMENTS.

6. All work related to the IMPROVEMENTS shall be subject to inspection by the VILLAGE Director of Municipal Services, or his designee, and his approval thereof shall be a condition precedent to the payout of funds to contractors or subcontractors. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the IMPROVEMENTS.

7. DEVELOPER will pay to the VILLAGE all plan review fees pursuant to Section 4-2-11(F)7 and Section 10-8-3 of the Village Code of the VILLAGE.

8. The DEVELOPER shall furnish the VILLAGE with evidence of liability insurance in the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the DEVELOPER contemplated by this Agreement (the "CERTIFICATES"). Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the final acceptance of all of the IMPROVEMENTS, the VILLAGE may have recourse against the LOC for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the IMPROVEMENTS. The CERTIFICATES are attached hereto as Exhibit "E" and incorporated herein by this reference. DEVELOPER agrees to maintain the insurance coverage evidenced by the CERTIFICATES until the construction of the IMPROVEMENTS is completed.

9 The DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants and employees, arising out of any of the DEVELOPER'S construction activities contemplated by this Agreement.

10. DEVELOPER shall complete those IMPROVEMENTS identified in paragraph 4 of this Agreement prior to the issuance of any building permits.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than two (2) years from and after the date of this Agreement.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to require completion by drawing on the LOC in addition to any other available remedies.

11. Upon completion of all IMPROVEMENTS and, further, upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that all said IMPROVEMENTS have been completed in conformance with this Agreement, the VILLAGE Code, the FINAL PLANS, any applicable agreements and all State and Federal laws and standards that were in effect at the time the IMPROVEMENTS were designed, the VILLAGE Director of Municipal Services shall, within sixty (60) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) finally accept all said IMPROVEMENTS, or (ii) designate in writing to DEVELOPER all corrections or alterations which shall be required to obtain final acceptance of said IMPROVEMENTS, specifically citing sections of the final engineering Plans and Specifications, the VILLAGE Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said VILLAGE Director of Municipal Services. Should the VILLAGE Director of Municipal Services reject any IMPROVEMENT, or any portion or segment thereof, for final acceptance, the DEVELOPER shall cause to be made to such IMPROVEMENT such corrections or modifications as may be required by the VILLAGE Director of Municipal Services. The DEVELOPER shall cause the IMPROVEMENTS to be submitted and resubmitted as herein provided until the VILLAGE Director of Municipal Services shall finally accept same. No IMPROVEMENT shall be deemed to be finally accepted until the Director of Municipal Services shall finally accept same.

Upon completion and as a condition of final acceptance by the VILLAGE, DEVELOPER agrees to convey and transfer those IMPROVEMENTS that are deemed to be public improvements to the VILLAGE by appropriate Bill(s) of Sale.

12. The DEVELOPER guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said IMPROVEMENTS will be furnished and performed in compliance with all ordinance, statutes, and regulations, and in accordance with established practices, standards, and customs recognized by engineers in the Chicago area. All IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the DEVELOPER for a period of eighteen (18) months from the date of final acceptance.

To partially secure the DEVELOPER'S guarantee, at the time of final acceptance by the VILLAGE of the installation of all IMPROVEMENTS in accordance with this Agreement,

DEVELOPER shall deposit with the VILLAGE a Maintenance LOC in the amount of fifteen percent (15%) of the actual cost of the IMPROVEMENTS finally accepted by the VILLAGE. This LOC shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of eighteen (18) months after all IMPROVEMENTS are finally accepted.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the VILLAGE Director of Municipal Services, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance LOC shall be returned to the DEVELOPER.

If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the VILLAGE Director of Municipal Services, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the DEVELOPER shall, upon notification by the VILLAGE Director of Municipal Services of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said Maintenance Letter(s) of Credit to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Letter(s) of Credit, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

13. The DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

14. The DEVELOPER shall be responsible for the maintenance of the IMPROVEMENTS until such time as they are finally accepted by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by paragraph 1 of this Agreement, compliant with the Plans and Specifications identified by said paragraph at the time of their final acceptance by the VILLAGE.

15. The DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS that may occur during the construction of the PROJECT irrespective of whether the IMPROVEMENTS damaged have or have not been finally accepted hereunder. DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. DEVELOPER shall have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance.

16. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the PROJECT, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefor shall arise. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

17. From and after the date on which the VILLAGE'S Director of Municipal Services notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this Agreement, the DEVELOPER shall pay to the VILLAGE, upon demand, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this Agreement against DEVELOPER, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

18. **Variances/Waivers.** That pursuant to section 9-13-6(L) of the Village Code, the Corporate Authorities hereby approve the following departures, exceptions or variances are granted:

- A. That Section 9-6C-3(E)1 "Minimum Front Yard Setback", be varied to reduce the minimum front yard setback from sixty feet (60') to forty-five point two six (45.26'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- B. That Section 9-6C-3(E)4 "Minimum Rear Yard Setback", be varied to reduce the minimum rear yard setback from forty feet (40') to twenty-four feet (24'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- C. That Section 9-6C-3(F) "Maximum Height", be varied to increase the maximum building height from thirty feet (30') to forty-nine point eight feet (49.8'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- D. That Section 9-6C-3(H) "Maximum Floor Area Ratio", be varied to increase the maximum floor area ratio from 0.3 to 0.33, per the "Compass Arena Architectural Plans", attached hereto as Exhibit "D".
- E. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the interior side yard parking lot setback from the east property line from ten feet (10') to nine point seven

five feet (9.75'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".

- F. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the rear yard parking lot setback from the south property line for the driveway pavement around the building from ten feet (10') to zero feet (0'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- G. That Section 9-10-5(G) "Off Street Parking In Yards", be varied to reduce the front yard parking lot setback from the north property line for the driveway pavement around the building of the building from fifteen feet (15') to twelve point five feet (12.5'), per the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- H. That Section 9-10-5(G)3 "Interior Parking Lot Landscaping" be varied to reduce the amount of open space and number of interior parking lot landscape islands from one every 20 spaces in accordance with the "Compass Arena Final Engineering Plans", attached hereto as Exhibit "D".
- I. That Section 9-10-5(G)3 "Interior Parking Lot Landscaping" be varied to allow ornamental tree plantings instead of shade tree plantings for landscaped parking islands in accordance with the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".
- J. That Section 9-11-11(B)2 "Sign Location", be varied to allow building mounted sign to exceed a height of twenty feet (20') for the signage on the north and south elevations of the building, per the "Compass Arena Architectural Plans", attached hereto as Exhibit "D".
- K. That Section 9-14-2.23(B)3(d) "Border Plantings and Foundation Plantings" be varied to reduce the minimum foundation landscape area from seven feet (7') to two feet (2') at the north and south building facades, per the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".
- L. That Section 9-14-2.23(B)3(c) "Ornamental Trees" be varied to reduce the minimum ornamental tree requirements from forty-four (44) trees to thirty-five (35), per the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".
- M. That the applicable landscape provision in Sections 9-6-1(D), 9-10-5(G), and 9-14-2.23 be varied pursuant to the "Compass Arena Final Landscape Development Plans", attached hereto as Exhibit "D".

19. **Approval of Plans.** The Corporate Authorities hereby approve the following plans, and it is a condition of the Owner's right to develop the Property that said development be done strictly in accordance with the following plans (as the same may be amended and thereafter approved in writing by the Director of Municipal Services from time to time, which approval shall not require formal action of the Village Board or any other body of the Village; provided, however, the Director of Municipal Services only has authority to approve amendments to the

following plans which, in his opinion, do not represent material changes to or substantial departures from such plans):

1. **Compass Arena Final Engineering Plans, prepared by Southwest Engineering Consultants, Inc., latest revision dated 12/9/16, (20 Sheets).**
2. **Compass Arena Final PUD Plat, prepared by Krisch Land Surveying LLC, latest revision dated 12/12/16 (2 Sheets).**
3. **Compass Arena Final Landscape Development Plans, prepared by Robert Fleck, latest revision dated 12/14/16 (1 Sheet).**
4. **Compass Arena Architectural Plans, prepared by R. Vari and Associates, dated 8/16/16 (9 Sheets).**
5. **Compass Arena Construction Schedule, prepared by Rose Development Corp., dated 1/12/17 (2 Sheets).**
6. **Final Engineer's Opinion of Probably Construction Cost for Site Development, prepared by Southwest Engineering Consultants, Inc., latest revision date 12/09/16, (2 Sheets).**

20. **Compliance with Village Ordinances.** The Owner agrees to comply with all ordinances of the Village of Willowbrook, as amended from time to time, with respect to the ownership, operation and use of the Property, except as such ordinances may be (or may have been) modified or waived as set forth herein; and provided further that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property, but shall be equally applicable to all property in the Village similarly zoned or situated. In the event, however, of any conflict between this Agreement and the Zoning Ordinance, the Zoning Ordinance and any other present or future codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.

21. **Water and Sanitary Sewer Provisions.**

(a) Owner shall have the right to construct and install at its expense all necessary on-site water mains to service the Development to be located on the Property and any future expansions or additions thereto or replacements thereof. All water mains shall be constructed and installed in accordance with final engineering plans approved by the Village. The Village represents that there is adequate water adequate to service the buildings that are to be located on the Property, as shown on the Site Plan. The Owner shall be permitted to tap on to the Village water system at points recommended by the Village Engineer. The Corporate Authorities agree to cooperate with the Owner and to use reasonable efforts to aid Owner in obtaining permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the proposed development to the Village of Willowbrook water system, if necessary. Water mains serving the Property shall be installed by the Owner at no expense to the Village and, except for service connections to the buildings, shall be dedicated to the Village and become

a part of the Village water system maintained by the Village upon installation and acceptance by the Village through federal acceptance by the Corporate Authorities.

(b) **Sanitary Sewer Provisions.** The Village represents that adequate sewerage capacity is available to service the Development to be located on the Property and future expansions and additions thereto. The Owner shall be permitted to tap on to the Village sanitary sewer system at points recommended by the Village Engineer. The Corporate Authorities agree to cooperate with the Owner and to make its best efforts to aid Owner in obtaining such permits from governmental agencies jurisdiction as may be necessary to authorize connection from the Development in the Village of Willowbrook and the DuPage County _____ for the collection and treatment of sewage. The Owner shall construct on-site sewers to service the Property as indicated on **Exhibit "C"**. Upon installation and acceptance by the Village through normal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems. The Owner agrees to accept any reasonable increase in sewer tap on and connection fees, provided notice is given and such fees are applied consistently to all similar users in the Village.

22. **Exhibits.** The following Exhibits, some of which were presented in testimony given by the Owner or the witnesses during the hearings held before the Plan Commission and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below. This Agreement, upon execution by the parties, together with copies of all Exhibits, shall be kept on file with the Village Clerk and be available for inspection to the parties hereto.

Exhibit "A" Legal Description of Subject Realty
Exhibit "B" Final Plans
Exhibit "C" Building Elevations
Exhibit "D" Engineer's Opinion of Probably Construction Cost
Exhibit "E" Certificates of Insurance

23. **Fees Paid by Owner.** Owner shall reimburse the Village for reasonable costs incurred by the Village in executing and carrying out the terms of this Agreement, planning, engineering, traffic, legal consultants and other consultants in review of plans and other documents required in the zoning approval and development approvals from time to time.

24. **Facilitation of Development.** Time is of the essence of this Agreement and all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the Development is in the best interests of all the parties and requires their continued cooperation. The Owner does hereby evidence its willingness to discuss any matters of mutual interest that may arise, and its willingness to assist the Village in any reasonable manner. The Village does hereby evidence its intent to always cooperate in the resolution of mutual problems and its willingness to facilitate the Development, as contemplated by the provisions of this Agreement.

25. **Enforceability of the Agreement.** This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement

is held invalid, such provision shall be deemed to be excised heretofore and the invalidity thereof shall not affect any of the other provisions contained herein.

26. **Binding Effect of Agreement.** This Agreement shall be binding upon the Property, the parties hereto and their respective successors and assigns.

27. **Corporate Capacities.** The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

28. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the VILLAGE Code. To the extent that this Agreement does not address an applicable provision of the VILLAGE Code, the VILLAGE Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the VILLAGE Code has not been addressed within the specific terms of this Agreement.

29. **Notices.** Any notice required pursuant to or permitted by the provisions of this Agreement (a "Notice") must be in writing and may be given by (a) personal delivery, (b) nationally recognized overnight courier service, (c) United States registered or certified mail, return receipt requested, with proper postage prepaid, or (d) facsimile transmission (provided such Notice is also sent that same day by one of the other delivery methods set forth in this Section), in each case addressed to the party to whom the Notice is directed at the address of the party set forth below, or at any other address as the parties may later designate by Notice sent in accordance with the provisions of this Section 16:

If to Owner: Willowbrook 2012, LLC
15 W. 580N. Frontage Road
Suite 1
Burr Ridge, Illinois 60527

Copy to: Mr. Gary Grasso

Copy to: Storino, Ramello & Durkin
9501 West Devon Avenue, 8th Floor
Rosemont, IL 60018
Attn: Thomas Bastian
(847) 318-9500

Fax: (847) 318-9509

Any Notice may be given by a party or a party's attorney and, if given by certified or registered mail, shall be deemed given on the fifth business day following the date that the Notice is given to the postmaster. If a Notice is given by overnight delivery, it shall be deemed given on the first business day following delivery to the overnight courier. Any Notice given by personal delivery shall be deemed given on actual receipt by the addressee thereof (or upon refusal to accept delivery). Any Notice given by facsimile transmission shall be deemed given upon the completion of the transmission on business days provided the sender has telecopier machine confirmation of the transmission and also sends the Notice that same day by one of the other delivery methods set forth in this Section.

30. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the date and year first above written.

VILLAGE OF WILLOWBROOK

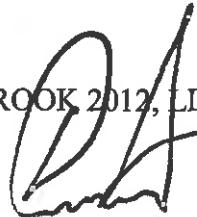
By: _____
Mayor

ATTEST:

Village Clerk

OWNER

WILLOWBROOK 2012, LLC



By: _____,
Compass Management, Inc.

Name: Roy Dobrasincic
Title: President

ATTEST:


Title Gen. Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 2 IN BARTON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2001 AS DOCUMENT R2001-007978 AND RE-RECORDED MARCH 20, 2002 AS DOCUMENT R2002-078679, IN DUPAGE COUNTY ILLINOIS.

PIN: 09-26-401-005-0000

ADDRESS: 635 Joliet Road

EXHIBIT "B"

FINAL PLANS

EXHIBIT "C"
BUILDING ELEVATIONS

EXHIBIT "D"
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

EXHIBIT "E"
CERTIFICATES OF INSURANCE

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:	AGENDA NO.
AN ORDINANCE GRANTING AN AMENDMENT TO THE ZONING MAP OF THE VILLAGE OF WILLOWBROOK FOR A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT IN A B-3 ZONING DISTRICT	9

STAFF REVIEW: Anna Franco, Planning Consultant SIGNATURE: Anna E. Franco

LEGAL REVIEW: Tom Bastian, Village Attorney SIGNATURE: THOMAS BASTIAN TH

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

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

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

The attached ordinance will amend the Zoning Map of the Village of Willowbrook to rezone the property at 635 Joliet Road, Willowbrook, Illinois, currently located in the B-3 Zoning District, to reflect the granting of a special use permit on the property so as to permit a planned unit development. This ordinance will allow the zoning map to illustrate this property as B-3 with a Special Use for a PUD.

ACTION PROPOSED: January 23, 2017: Consideration of Attached Ordinance.

ORDINANCE NO. 17-O-_____

AN ORDINANCE GRANTING AN AMENDMENT TO THE ZONING MAP OF THE VILLAGE OF WILLOWBROOK FOR A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT IN A B-3 ZONING DISTRICT

WHEREAS, on or about January 12, 2016, Willowbrook 2012 LLC, as applicant, filed an application with the Village of Willowbrook ("VILLAGE") 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 grant a special use permit for a Final Planned Unit Development for the construction development and operation of a 45,934 square foot facility that includes a 28,992 square foot indoor soccer facility, and 16,562 square feet of restaurant, bar and golf simulator entertainment spaces on SUBJECT REALTY ("Project"), grant certain waivers from the requirements of the Zoning Ordinance of the Village, and authorize off-site improvements to adjoining Joliet Road, and related matters; and,

WHEREAS, Notice of Public Hearing on said application was published on or about April 27, 2016, in a newspaper having general circulation within the Village, to-wit, The Suburban Life newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

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

18, 2016, and on July 20, 2016, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

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

WHEREAS, the Plan Commission forwarded its recommendations, including its Findings of Fact for the Project, in a report dated July 21, 2016 to the Mayor and Board of Trustees on or about July 25, 2016, 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 Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: 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 9-6C-2 of the Zoning Ordinance of the Village of Willowbrook, so as to permit a planned unit development in the B-3 zoning district strictly for the Project.

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

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

PASSED and APPROVED this 23rd day of January, 2017.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 2 IN BARTON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2001 AS DOCUMENT R2001-007978 AND RE-RECORDED MARCH 20, 2002 AS DOCUMENT R2002-078679, IN DUPAGE COUNTY ILLINOIS.

PIN: 09-26-401-005-0000

ADDRESS: 635 Joliet Road

EXHIBIT "B"

PLAN COMMISSION RECOMMENDATION AND FINDINGS OF FACT

Recommendation Letter

M E M O R A N D U M

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

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

DATE: July 21, 2016

SUBJECT: Zoning Hearing Case 16-07: Compass Event Center, 635 Joliet Road. Consideration of a petition for a special use permit for a Planned Unit Development, including such relief, exceptions and variations from Title 9 and Title 10 of the Village Code.

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

MOTION: Made by Lacayo seconded by Kaucky that based on the submitted petition and testimony presented, I move that the Plan Commission forward its findings of fact to the Mayor and Village Board for a Special Use Permit as shown in Attachment 1 of the Staff Report prepared for the July 20, 2016 Plan Commission for PC 16-07, and recommend approval of a Special Use Permit for a Planned Unit Development, including such relief, exceptions and variations from Title 9 and Title 10 of the Village Code, as outlined in this Staff Report, prepared for the May 18, 2016 Plan Commission meeting for PC 16-07, to develop a 45,934 square foot facility that includes a 28,992 square foot indoor soccer facility, and 16,562 square feet of restaurant, bar and golf simulator entertainment space, subject to the following conditions:

1. The submitted revised engineering plans, included as Attachment 2, be completed as reviewed and approved by the Village Engineer.

2. The applicant shall provide a copy of the document that granted the existing Ingress and Egress Easement on the east end of the subject property to Village Staff.
3. The applicant shall work with the owners of the 7-11 property to amend or eliminate the existing Ingress and Egress Easement on the east end of the subject property and provide Staff with new documentation of the amended or eliminated Ingress and Egress Easement.
4. The applicant shall revise existing plans to eliminate the two (2) digital signs directed to I-55 and reduce the size of the front wall sign and the monument sign to be in conformance with the Village code.
5. The special use permit shall be null and void if construction for the proposed use is not commenced and a certificate of occupancy is not granted within twelve (18) months of the date of any approval of the special use by the Village Board.
6. Plans shall be submitted prior to the Village Board meeting specifying the fire hydrant locations to be approved by Tri-State Fire Protection District 1.
7. The applicant shall include proposed use on the approved plans, prior to Village Board approval. Future modifications to the use of any room subject to administrative review to determine whether a major change amendment is required based on parking.
8. The petitioner and Village Staff will collaboratively investigate the feasibility of burying the power wire and removing the pole west along the north side of Frontage Road as part of the project.
9. A parking agreement shall be executed to accomplish the following:
 - a. Stipulates parking near the front for "Employees Only"
 - b. Parking shall be in designated parking spaces only (drive aisles shall be kept clear)

c. Semis shall not park on the site, except in the one loading spot and only when loading and unloading products.

10. Cigar Lounge use is not allowed.

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

MOTION DECLARED CARRIED

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

WR:jp

EXHIBIT "B" (CONTINUED)

Findings of Fact

Special Use and Planned Unit Development Standards:

The Willowbrook Zoning Ordinance requires special uses and PUDs to meet certain standards. These standards are listed below, along with proposed findings for the Plan Commission's consideration and refinement.

Special Use Standards:

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

Finding: The proposed special use and planned unit development for Compass Arena will not be detrimental to or endanger the public health, safety, comfort or general welfare of persons residing or working in the vicinity of the campus or the community. In contrast, the proposed improvement of Compass Arena should improve the general welfare of the community by providing additional venues for athletic and recreational events and social activities for area residents. Further, as the subject property now sits vacant, any improvement to the property by Compass Arena will cause real estate taxes collected against the property to be increased. Accordingly, Compass Arena will benefit the local taxing districts. Further, with a limited retail component, Compass Arena should create additional sales tax revenue creating a further benefit to the community.

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

Findings: We are confident that there will be no harmful effects to the community based upon the development of Compass Arena. If there were any such harmful effects, they would be mitigated by the far distance that Compass Arena will sit from any residential properties. The Applicant has worked with the Village in preparing this application and will work with its neighbors to erect Compass Arena in the least intrusive manner for the community. Based on the foregoing, the Applicant is confident that the establishment of Compass Arena will have a beneficial and not harmful effect on the neighboring community.

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

Findings: It is important to note that the proposed site of Compass Arena sits not immediately adjacent to any improved residential properties in the Village. Those improved properties neighboring Compass Arena include a restaurant and retail convenient store, which are two uses that will be complimented by Compass Arena. As such, Compass Arena will be very hospitable to the surrounding uses, and will not impede the normal and orderly development of any surrounding properties.

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

Findings: Compass Arena is being developed from unimproved and vacant property. As depicted on the attached engineering plans, the subject property will be improved with adequate utilities, access roads, and drainage to service the site.

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

Findings: As reflected in the attached Traffic Impact study conducted by Keniq, Lingren, O'Hara, Aboona, Inc. ("KLOA"), the development is being designed and constructed to ensure that the improved site is developed with adequate ingress and egress to service the site and minimize traffic congestion in the public streets. The site will be developed to accommodate garbage trucks, emergency vehicles and the maneuvering of large vehicles throughout the site.

(F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Findings: As reflected in the attached Traffic Impact study conducted by Keniq, Lingren, O'Hara, Aboona, Inc. ("KLOA"), the development is being designed and constructed to ensure that the improved site is developed with adequate ingress and egress to service the site and minimize traffic congestion in the public streets. The site will be developed to accommodate garbage trucks, emergency vehicles and the maneuvering of large vehicles throughout the site. standards in the B-3,

General Business District, the underlying zoning district. As you are aware, Compass Arena will be a comprehensive 53,000 square foot recreational center which the Applicant requests to have zoned as a planned unit development. As you are also aware, permitted uses in the B-3 District include, "...Physical culture and health service gymnasiums, and exercising salons." Further special uses include "...driving ranges...", "Restaurants and banquet halls..." and "catering establishments..." Essentially, Compass Arena is composed of a series of allowed uses in the B-3 zoning district. Noting the congruity between the proposed uses for Compass Arena and the terms of the zoning code, Compass Arena will fit in the essential character of the community and is compatible with the B-3 zoning district.

However, there are several requirements of the B-3 District that Compass is seeking relief from through the PUD process. Under the setback requirements for the B-3 District, a minimum front yard of sixty (60) feet is required. The Compass Arena will only have a front yard setback of forty-four (44) feet. The minimum rear yard setback of forty feet (40) is required, while Compass Arena will have only a twenty-four (24) foot rear yard setback. The Bulk Regulations for the B-3 District also have a maximum height requirement of thirty (30) feet. However, the proposed Compass Arena will have a height of forty (40) feet to the underside of the roof, forty-seven (47) feet to the top of the roof, and forty-nine (49) feet to the top of the parapet. Additionally, the maximum floor area ratio under the B-3 Bulk Regulations is 0.3, while the proposed Compass Arena will have a slightly higher floor area ratio of .33.

Please note that the soccer games described within the application will be played on teams with 4 on-field players and 1 goalie playing for each team, with no referees or coaches. As such, a maximum of 20 total people will be utilizing the 2 soccer fields at any given time, alleviating the need for additional parking spaces for the additional players, coaches, or referees.

Additionally, Compass will be seeking relief from the signage restrictions of the B-3 District. The proposed Compass Arena will have a total of seven signs. On the south facade, Compass Arena will have three LED signs, with two of them at a size of 480 square feet, and one at a size of 720 square feet. On the north facade of the Arena, Compass proposes to place two signs, with one at 480 square feet and the other at 100 square feet. On the east facade of the

(G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-0-05, 1-27-1997)

Findings: No Finding.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS
HELD ON OCTOBER 21, 2016 AT THE VILLAGE HALL, 835 MIDWAY DRIVE,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of 7:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler and Commissioner Joseph Heery.

ABSENT: At time of Roll Call - Secretary Stephen Landsman

Also present were Chief of Police Mark Shelton and Executive Secretary Cindy Stuchl.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. OMNIBUS VOTE AGENDA

- a. Review and Approve Minutes - Regular BOPC Meeting - September 16, 2016
- b. Review and Approve Minutes - Closed Session Meeting - September 16, 2016
- c. Review and Approve Minutes - Special BOPC Meeting - October 15, 2016
- d. Review and Approve Minutes - Closed Session Meeting - October 15, 2016

The Commission reviewed the Omnibus Vote Agenda.

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to approve the Omnibus Vote Agenda as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

None presented.

6. UNFINISHED BUSINESS

None presented.

***NOTE: Secretary Landsman arrived at 7:05 a.m.

7. NEW BUSINESS

a. DISCUSSION AND APPROVAL - 2017 Patrol Officer
Eligibility Testing

As requested by the commission at its previous meeting, Chief Shelton proposed a timeline listing key events and dates for the patrol officer application, testing and interview process. Chief Shelton asked that the commission consider and approve accepting active military experience consistent with state statute in lieu of the four-year college requirement for new officer applicants.

Chief Shelton also asked the commissioners to formally approve hiring I/O Solutions to conduct the application and testing process as they did two years ago. The motion and contract to hire I/O Solutions will go before the Village Board for approval on November 14, 2016.

Chairman Schuler asked Chief Shelton to obtain the oral interview questions from I/O Solutions for the Commission to review well in advance of the scheduled interview day. Chief Shelton stated that he will have the questions available for review at the next meeting of the BOPC in November.

The Commission concurred with conducting the oral interviews for only the 25 highest scoring applicants on the written examination, and to schedule individual oral interviews in 20-minute time blocks on one single day.

Chief Shelton reminded the commissioners that previously the village authorized I/O Solutions to assess and collect a \$25 application fee to help offset the cost of the testing and application process; and that with the \$25 application fee last time, 168 applications were purchased. All three commissioners support doing the same this year.

Chief Shelton advised that he has reserved Ashton Place for the morning of Saturday, January 28, 2017 for the written exams.

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to approve the applicant testing timeline, having I/O Solutions conduct the application and testing process, and accept active military experience in lieu of a four-year college degree for patrol officer applicants.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

b. UPDATE - Probationary Patrol Officer

Chief Shelton advised that Officer Vanderjack is doing well. Officer Lavalle is entering the second phase of his FTO program. There have been no issues reported from his FTO officer.

8. CLOSED SESSION

a. Appointment, Employment, Compensation, Performance of a Specific Employee Pursuant to 5 ILCS 120/2(c)(1)

RECESS INTO CLOSED SESSION

MOTION: Made by Secretary Landsman and seconded by Commissioner Heery to recess into Closed Session at the hour of 7:22 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

The Commission reconvened the Regular Meeting at the hour of 7:56 a.m.

9. APPROVAL - FINAL SERGEANT PROMOTIONAL LIST

MOTION: Made by Secretary Landsman and seconded by Commissioner Heery to approve the Final Promotional Eligible Register for Police Sergeant with an effective date of October 24, 2016. This Register will expire on October 24, 2019.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Board of Police Commissioners
Regular Meeting Minutes - October 21, 2016
Page 4

10. ADJOURNMENT

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to adjourn the meeting at the hour of 7:59 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

November 18 , 2016

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, NOVEMBER 14, 2016 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Trustee Neal at 5:30 p.m.

2. ROLL CALL

Those present at roll call were Trustee Gayle Neal and Director of Finance Carrie Dittman. Chairman Umberto Davi arrived at 5:33.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance/Administration Committee held on Monday, August 8, 2016 were reviewed.

Motion to approve made by Trustee Neal. Motion carried.

4. UPDATE – Status of Official Payments Credit Card Processor

Director Dittman noted that at our last meeting we discussed an issue that had arisen with our new credit card processor, Official Payments, in that water bill payments made using a VISA card at the front counter were being denied, due to the imposition of the processing fee, which is against VISA regulations but which had not been communicated to the Village by Official Payments. After that meeting, the Committee decided to waive the fee for water bills paid at the front counter, regardless of what credit/debit card was used. For these transactions, the Village will absorb the \$1.95 fee/transaction. Other payments, and all online payments, would still be passed on the credit card convenience fee. The Official Payments contract was amended and the change was implemented at the end of September 2016. Since October 1, the Village has had eight (8) residents pay water bills by credit card at the counter, at a cost to the Village of approximately \$16. In the same timeframe, 25 residents paid their water bills online.

5. UPDATE – Status of Fraudulent Check Issue

Director Dittman summarized an email that she had sent out to the Village Board on September 23, 2016 about a fraudulent check that had been presented on one of the Village's bank accounts and was detected during our monthly bank reconciliation process. Director Dittman relayed that she immediately alerted the bank and asked that a "watch" be put on our account. Between August 31 and September 26, four (4) checks totaling about \$9,149 were falsely cashed against the Village's account. The bank has made us whole for the lost funds, and after several meetings and discussions with the bank, it was determined that the best way to proceed would be to implement Positive Pay, so that no checks or ACH transactions that were unauthorized would be able to be deducted from the Village's account. The Positive Pay process was implemented in late October 2016 and we are now receiving emails from the bank when an item is presented that did not appear in a pre-authorized check file uploaded to the bank by the Village. Based on our volume of transactions, the cost to the Village is expected to be about \$50/month.

Chairman Davi inquired about who the checks were paid to. Director Dittman showed copies of the four (4) checks, noting how the face of the checks had been altered and that they were all endorsed with the same handwriting "For mobile deposit only," although the payee names were all different. Director Dittman also noted that the check numbers had already been used in the Village's warrants to legitimate vendors several months prior, and that she had inquired of the bank what their method was to check for duplicate check numbers. The bank informed her that it was a manual process that a person had to review, and that the

duplicate checks appeared at the end of a lengthy report and were missed by the reviewer at the bank.

Director Dittman also noted that she had given the information to the Village's police department to investigate. It was determined that the perpetrator deposited the funds to at least two banks, one on the East Coast and another in Canada, but that he/she had not been caught.

6. DISCUSSION – Draft Travel and Business Expense Policy

Director Dittman explained that on July 22, 2016, Governor Rauner signed the Local Government Travel Expense Control Act (Public Act 99-604) into law. The Act requires school districts, community college districts, and all non-home rule units of local government adopt by ordinance or resolution a local expense reimbursement policy and approve by roll call vote of the corporate authorities any expenses of the Village that exceed the maximum allowable reimbursement established by the local policy. The Act also prohibits the reimbursement of entertainment expenses, which includes shows, amusements, theaters, circuses or sporting events.

The Act takes effect on January 1, 2017. The Village must adopt a local expense reimbursement policy before then, which should include the types of official business for which travel, meal and lodging expenses are allowed, the maximum allowable reimbursement, and a standard form for submission of expenses.

The Village already has a standard reimbursement form, which has been modified slightly to comply with the Act and is included in the packet. Director Dittman also created a Travel Advance Request Form, which is also included.

The amount of annual maximum reimbursement noted in the draft policy is \$2,500 without having to use roll call vote of the Board, which is based on current purchasing limits. Director Dittman noted that the Committee or Village Board may wish to modify that amount as two (2) travel reimbursements on this evening's warrant list are approximately \$1,300 and \$1,500, for one training event only for two different employees, and that an annual maximum of \$2,500 may be easily exceeded.

Director Dittman also noted that the union police officers (in accordance with the Collective Bargaining Agreement) and the non-union Village employees currently have different practices for reimbursement of lunches and that they may need to be made consistent in the future.

Chairman Davi offered the following clarification to the draft: the \$2,500.00 shall be "a total of \$2,500.00 for the year." Director Dittman asked for any additional suggestions to be sent to her before the draft is presented to the Village Board.

7. REPORT – Special Recreation Tax Levy

Director Dittman explained that one component of the Parks and Recreation Department budget is how the Special Recreation Tax Levy funds certain ADA eligible expenditures. The tax levy passed for 2015 was \$74,620, which equates to about \$18.93 in annual property taxes for a homeowner of a \$300,000 home. Staff reviewed the needs for next year and advises keeping the 2016 levy the same at \$74,620. With the increase in Village EAV, this will equate to about \$18.32 in property taxes for a \$300,000 home.

A detail of the planned expenditures is included in the packet. At April 30, 2016, the General Fund had restricted unspent SRA tax funds of \$79,959. These funds, along with the levy of \$74,620, is anticipated to be sufficient to cover the planned ADA expenditures in FY 2017-18. With the Committee's approval, staff will present the tax levy ordinance to the Village Board for adoption at the November 28 meeting.

Motion to approve by Trustee Neal. Seconded by Chairman Davi. Motion carried.

8. REPORT – Monthly Disbursement Reports – August, September & October 2016

The Committee reviewed and accepted the disbursement reports for the months of August, September and October, respectively, and key items are highlighted below:

- Total cash outlay for all Village funds – \$1,188,339; \$1,665,829; \$1,273,226. Fiscal Year to Date is \$7,585,706.
- Payroll for active employees including all funds - \$305,498 (2 payrolls); \$408,787 (3 payrolls); \$275,405 (2 payrolls). The average payroll for the year was \$154,424.
- Average daily outlay of cash for all Village funds – \$38,334; \$55,528; \$41,072. Fiscal year to date daily average is \$41,286.
- Average daily expenditures for the General Fund - \$20,266; \$31,190; \$20,454. Fiscal year to date average is \$24,177.

9. REPORT – Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax

All revenues are fiscal year to date collections through October 31, 2016 (unaudited):

- Sales tax receipts - \$1,896,492 up 4.99% from the prior year. Trending 10.5% over budget.
- Income Tax receipts - \$423,147 down 14.54% compared to the prior year, 5.1% over budget.
- Utility tax receipts - \$471,427 down 0.57% from the prior year, 3.4% under budget, consisting of:
 - Telecomm tax - \$199,019, down 6.16%.
 - Northern IL gas - \$39,507, down 2.34%
 - ComEd - \$235,006, up 5.34%

Trustee Neal advised that she had received correspondence from ComEd that they are implementing Smart Readers very soon, and that her bill will increase by \$3.00 each month to fund the new technology.

- Places of Eating Tax receipts - \$264,379 down 0.95% compared to the prior year, trending 8.1% over budget.
- Fines - \$73,394 down 1.9% compared with the prior year, 0.36% over budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$421,914 up 236.97% from the prior year receipts (in the prior year the cameras were down due to road construction and camera maintenance), trending 145.9% above budget. The budget for the first 4 months of FY 2016/17 was reduced due to the Rt. 83/63rd St. intersection cameras being out of service due to the road construction project. Those cameras are still down with no anticipated “go live” date yet given by ATS or IDOT.
- Building Permit receipts - \$310,147 up 30.7% from the prior year. In the last three months, there were large permits issued to Peter Michael Realty (3), Level Construction (1) and Fred Barbara (1).

- Water sales receipts - \$1,961,178 up 16.14% from the prior year, 8.09% above budget. In September, a commercial customer received a bill for \$181,169, which included billing for a water leak that was discovered at one of their units. Their meter was tested and was found to be functioning accurately. This customer is now on a payment plan.
- Hotel/Motel Tax receipts - \$137,433 up 20.70% compared with the prior year, since May & June 2015 collections (from April & May 2015 tax receipts) were still taxed at 1%. The hotel/motel tax rate increased to 5% effective June 1, 2015. Three of the four hotels are open and active. The revenue is trending at 5.5% higher than budget.
- Motor Fuel Tax receipts - \$105,382 down 1.41% compared with the prior year, 2.4% below budget.

The reports above were approved by Trustee Neal and Chairman Davi.

10. VISITOR'S BUSINESS

There were no visitors present at the meeting.

11. COMMUNICATIONS

There were no communications received.

12. ADJOURNMENT

Motion to adjourn at 6:10 p.m. was made by Chairman Davi, seconded by Trustee Neal. Motion carried.

(Minutes transcribed by: Carrie Dittman, 11/15/2016)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
NOVEMBER 14, 2016 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 5:30 PM.

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Paul Oggerino, and Village Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the September 12, 2016 regular meeting of the Municipal Services Committee, Trustee Oggerino made a motion to approve the minutes as presented. Chairman Mistele seconded the motion. Motion Carried

4. DISCUSSION – Potential Annexation/Water Main Extension, William Drive

Administrator Halik advised the Committee that on Monday, October 31, 2016, Village staff was contacted by the property owner of 7939 William Drive. This location is currently unincorporated within DuPage County jurisdiction. The property is currently serviced by a private water well and the owner advised that the well requires costly maintenance repairs. The owner wished to explore possible annexation to Willowbrook to obtain Village water. Halik advised that the Village water system current does not extend south of 79th Street in this area. Given the property in question is the third lot south of 79th Street, a water main extension project would be required to bring a new section of water main across the frontage of the property in order to serve the residence. With assistance from the Village's engineering consultant, staff estimated the cost of installing approximately 360 lineal feet of eight-inch water main along the west right-of-way of William Drive. Including materials, labor, and site restoration, the construction cost of this project would be approximately \$64,000. As is Village policy, the Village would pay for the cost of engineering the project, and the property owner(s) would pay their proportionate share of the construction of the water main, based on the length of site frontage of the property. Annexation to Willowbrook would also be required. Halik advised that all information was conveyed to the property owner on Monday, October 31, 2016. The property owner thanked staff for their quick review of his request for information and response. The owner is currently considering his options and will respond if he decides to move forward with annexation to obtain Village water. If the owner does decide to move forward, staff can move quickly to obtain proposals from underground contractors to perform the work. In order to finalize the scope of the project, staff would also reach out to other nearby unincorporated properties to determine if there is interest among those property owners to obtain Village water. If there is substantial interest, the project could potentially be expanded with recapture agreements for those properties that are not yet interested in annexing and connecting to a new water main. The Committee thanked Halik

for the information.

5. DISCUSSION – Police Building Expansion/Renovation, Progress Update

Administrator Halik shared with the Committee a two-page progress report on the police station construction that was prepared by Christine Keltner of Integrated Project Management, Burr Ridge. Halik advised that IPM was previously hired by the Village to serve as the owner's representative for the project and has been assisting Halik in overseeing and managing the project. The report is in a one-page "dashboard" type format containing key accomplishments, budget tracking, schedule updates, upcoming activities, and current issues/risks for the period in which the particular report covers. The Committee members reviewed the information contained within the report and determined it would be helpful to them in tracking the status of the project. Halik advised that he would include future reports in the upcoming committee agenda packets.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of September 2016. Halik advised that the Village received about \$63,000 in permit revenue for the month. The total amount collected to date represents about 79% of the total budgeted amount of revenue for fiscal year 2016/17. Halik then reviewed the monthly permit activity report for the month of October 2016. Halik advised that the Village received about \$133,000 in permit revenue for the month. The total amount collected to date represents about 136% of the total budgeted amount of revenue for fiscal year 2016/17.
- b. Administrator Halik shared the water system pumpage report for September 2016. The report indicates that the Village pumped 30,853,000 gallons of water in the month. The total amount of water pumped so far this fiscal year is about 2% more than was pumped in the same time period of FY 2015/16.
- c. Administrator Halik shared the August, September, and October 2016 scavenger reports, and advised that the report was for informational purposes only.
- d. Administrator Halik shared the September 2016 Clarke Environmental Mosquito Abatement Report, and advised that the report was for informational purposes only.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

Administrator Halik discussed water meter testing. Halik advised that within tonight's Board agenda packet was a resolution to accept a proposal from HBK Water Meter Service, Inc. for additional testing of large commercial water meters within the Village's water distribution system. The meters would be tested for accuracy. Halik advised that the FY 2015/16 budget included funding to perform meter testing of fifty meters. When this testing was completed, it was found that a majority of the meters that tested outside of the acceptable range of accuracy were under-registering. Therefore, the Village was billing those water accounts less than the amount of water that was actually being used. Therefore, staff would recommend that additional testing be performed on the remaining meters to ensure their accuracy. Halik advised that if the test results are similar to the prior test results, this additional testing would essentially pay for itself. The Committee members were in agreement.

9. ADJOURNMENT

Motion to adjourn was made by Trustee Oggerino. Seconded by Chairman Mistele. The meeting was adjourned at 5:50 PM.

(Minutes transcribed by: Tim Halik, 12/29/16)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION HELD ON TUESDAY, DECEMBER 6, 2016, AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Commissioner Stetina called the meeting to order at the hour of 7:05 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Catherine Kaczmarek, Ronald Kanaverskis, Laurie Landsman, Carol Lazarski, and Doug Stetina.

ABSENT: Chairman Richard Cobb, Commissioners Lorraine Grimsby, Robert Pionke, and Rene Schuurman.

Also present were Village Trustee Sue Berglund, Temporary Interim Superintendent of Parks and Recreation John Fenske, and Village Intern Tiffany Kolodziej.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – NOVEMBER 1, 2016

The Commission reviewed the November 1, 2016 minutes.

MOTION: A Motion was made by Commissioner Lazarski and seconded by Commissioner Landsman to approve the November 1, 2016 minutes as presented.

ROLL CALL VOTE: AYES: Commissioners Kaczmarek, Kanaverskis, Landsman, Lazarski, and Stetina. NAYS: None. ABSENT: Chairman Cobb, Commissioners Grimsby, Pionke, and Schuurman.

MOTION DECLARED CARRIED

4. DISCUSSION – ORGANIC LAWN CARE – END OF SEASON ANALYSIS

Administrative Intern Kolodziej related that Pure Prairie Organic was awarded the lawn care contract for village-owned property. Their services began in May of 2016. Five (5) applications were administered between May – October. No negative comments were received in reference to the results. Administrative Intern Kolodziej stated that there was no significant difference between the chemically-treated lawns and organically-treated lawns.

The commissioners requested that public notification be made in reference to the new lawn care program.

5. REPORT – WILLOW POND PARK RENOVATION – STATUS UPDATE

Interim Superintendent Fenske advised that cost for the park renovations have increased since the original bid was awarded to Clauss Brothers, Inc. In order to bring down some of the costs, Village Administrator Halik and the consultant from LandTech Design has changed some of the materials used in different areas of the park, removed a couple of parking spots, reducing the footprint of the playground (not the actual structure), and changes to the shelter, benches, and restroom building.

The commissioners stated that they do not like losing any of the parking spots and asked that this item be reexamined.

6. DISCUSSION – SPECIAL EVENT UPDATES/PLANNING:

a. Children's Holiday Party, HSHS – December 11, 2016

Interim Superintendent Fenske stated that as of today's date, 86 children have been signed up for the party. To date, a little over \$3,300 in donations has been received from 25 sponsors. Expenses are \$4,966.51. This biggest expense this year was for the commemorative blankets.

Interim Superintendent Fenske related that he received a \$50 gift card from Target and used it to purchase paper goods for the party. Chick-fil-A is donating lemonade and iced tea. Interim Superintendent Fenske stated that he also received a \$25 gift card from Costco and will purchase bottled water with it. Chicken Basket is again donating chicken legs. 7-11 is donating pizza, coffee and hot chocolate. Tommy R's is donating sandwiches. Interim Superintendent Fenske advised that he also received gift certificates from Hinsdale Nursery, LaVida Massage, Massage Luxe, West Swim Club, and Pure Barre which will be raffled off to attendees.

Interim Superintendent Fenske that there will be volunteers from the Hinsdale South Key Club and National Honor Society to help.

Interim Superintendent Fenske stated that he will need help at the Village Hall prior to the party to load his car with the gifts and supplies.

b. 2017 Spring Fling – May 7, 2017

Interim Superintendent Fenske related that discussion on this item will be tabled until Commissioner Schuurman is in attendance. Tentative benefactors for donations will be Gateway and Kiwanis.

7. VISITORS' BUSINESS

None presented.

8. COMMUNICATIONS

Interim Superintendent Fenske advised that 2017 will be the 40th Anniversary for the Parks Department. He related that he would like to promote a picnic or concert in the park birthday party. Interim Superintendent Fenske stated that he received a letter from the West Suburban Concert band advised that they would like to perform at the event.

9. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Kanaverskis to adjourn the meeting at the hour of 8:25 p.m.

ROLL CALL VOTE: A YES: Commissioners Kaczmarek, Kanaverskis, Landsman, Lazarski, and Stetina. NAYS: None. ABSENT: Chairman Cobb, Commissioners Grimsby, Pionke, and Schuurman.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____, January 10, 2017

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, NOVEMBER 2, 2016, AT THE LITTLE THEATER AT HINSDALE SOUTH HIGH SCHOOL, 7401 CLARENDON HILLS ROAD, DARIEN, ILLINOIS

1. CALL TO ORDER

Chairman Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Anna Franco, Building Inspector Roy Giuntoli and Plan Commission Secretary Joanne Prible. Absent Commissioner Remkus.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting August 3, 2016

MOTION: Made by Commissioner Wagner, seconded by Commissioner Lacayo, to waive the reading of the minutes.

MOTION DECLARED CARRIED

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Ruffolo , to approve the minutes of the special meeting of August 17, 2016.

MOTION DECLARED CARRIED

Chairman Kopp: I asked Joanne to correct the minutes for the regular meeting of September 7, 2016 because there was an error in the designation of the voting. The minutes stated that I voted in favor of the matter but I recused myself. That will be corrected and we will approve those minutes at the next meeting.

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 16-18: (555 Executive Drive, Willowbrook, Illinois – Zuhair Barakat) Petition for a text amendment to add “Indoor Auto Sales” as a new Special use in the M-1 Zoning District in Section 9-8-2 of the Zoning Ordinance.

- A. PUBLIC HEARING 16-18 WILL BE COMBINED WITH 16-19 (as the two items on the agenda are related)

See Court Reporter Minutes

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Kaucky, based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendments presented on Page 1 of the Staff Report for PC Case Number 16-18 to add "Indoor Auto Sales" as a Special Use in the M-1 Zoning District.

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

MOTION DECLARED CARRIED

5. **PLAN COMMISSION CONSIDERATION:** Zoning Hearing Case 16-19: (555 Executive Drive, Willowbrook, Illinois – Zuhair Barakat) Petition for a special use approval of a 22,000 square foot (approximate) indoor auto sales use in the M-1 Zoning District.
 - A. PUBLIC HEARING
 - B. DISCUSSION/RECOMMENDATION

See Court Reporter Minutes

MOTION: Made by Commissioner Ruffolo seconded by Vice-Chairman Wagner that based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and standards for variations outlined in the staff report prepared for PC 16-19 for the November 2, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for an indoor auto sales use at 555 Executive Drive and associated variations, subject to the following conditions:

1. All vehicles shall be stored inside the building at all times and all sales activity shall be conducted inside the building.
2. The Petitioner shall sign a Sales Tax Disclosure Agreement with the Village of Willowbrook.
3. There shall be no test driving of automobiles in any residential areas in the Village of Willowbrook.
4. All sales of vehicles stored at the subject property shall be consummated and completed at this location in the Village of Willowbrook.
5. At least fifty percent (50%) of all vehicles sold must be considered luxury vehicles per Attachment 7 of the Staff Report dated November 2, 2016.

6. The hours of operation shall be limited to 9:00 am to 7:00 pm Mondays through Saturdays.
7. The building sign shall be located on the building so that it shall not project above the top edge of the roof, shall be no higher than one foot (1') below the top of the building, shall be no lower than seven feet six inches (7'6") above average grade, and in no case shall exceed a height of twenty feet (20').
8. Only one wall sign is permitted on the building.
9. The petitioner shall install a trash receptacle enclosure that had six foot (6') masonry walls around three (3) side of the trash receptacle.
10. The Petitioner shall gain approval from the Tri-State Fire Protection District that the building's sprinkler system is adequate for the proposed use.
11. No truck sales greater than B-rated grade vehicles shall be allowed.

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

MOTION DECLARED CARRIED

6. VISITOR'S BUSINESS

None.

7. COMMUNICATIONS

None.

8. ADJOURNMENT

MOTION: Made by Commissioner Soukup, seconded by Vice-Chairman Wagner, to adjourn the regular meeting of the Plan Commission at the hour of 7:30 p.m.

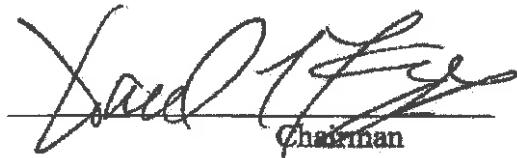
UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

Jacayo 11, 2007

Minutes transcribed by Joanne Prible.


Chairman

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON OCTOBER 19, 2016, AT 9:00 AM, AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 9:03 a.m. by President Davi.

2. ROLL CALL

Those present at roll call were President Umberto Davi, Trustee Timothy Kobler, Trustee Joseph Pec, Trustee Scott Eisenbeis, and Trustee Carrie Dittman. Also, present: Michael Stuart of MB Financial.

3. APPROVAL - MINUTES OF THE REGULAR MEETING - July 21, 2016

The Board reviewed the minutes from the July 21, 2016 meeting.

MOTION: Made by Trustee Pec, seconded by Trustee Kobler to approve the minutes of the regular meeting of the Willowbrook Police Pension Fund Board of Trustees held on July 21, 2016.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

4. APPROVAL OF EXPENSES INCURRED JULY THRU SEPTMBER 2016

Trustee Dittman reviewed the financial report for the period July thru September 2016. The pension benefits totaled \$76,794.38/mo. The widow's benefit is \$3,209.37/mo., and disability benefits totaled \$4,492.91/mo.

In November, the retiree pension benefit amount will increase slightly due to an increase in benefit for Mark Long. Other expenses included Tepfer Consulting Group for actuary services of \$4,400.00; IPPFA conference expense of \$1,660.00; and MB Financial quarterly fees of \$8,262.31.

After Trustee Dittman reviewed the expenses, the following motion was made:

MOTION: Made by Trustee Pec, seconded by Trustee Eisenbeis, to approve the financial report for July thru September 2016.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. APPROVAL OF INVESTMENTS MADE JULY THRU SEPTEMBER 2016 - QUARTERLY INVESTMENT REPORT - MB FINANCIAL BANK

Michael Stuart, a representative of MB Financial Bank, summarized the quarterly investment report for the Police Pension Board.

Mr. Stuart reported that the total fund value on 09/30/2016 is at \$19,556,495.00. He summarized the portfolio allocations are targeted at 55% in equities, 45% in fixed income. The performance summary for the total fund in the third quarter of 2016 is slightly below benchmark at 2.24% vs. the benchmark of 2.55%. The latest five-year actual is almost even at 7.71% vs. the benchmark at 7.75%.

Equities for the quarter were down at 3.95% vs. the benchmark at 4.90%. Over the last 5-years, equities earned 13.82% vs. the benchmark of 13.94%. Although the short-term equities have lagged, the long-term equities are very solid and have done well.

Mr. Stuart suggested that the Board may want to raise the equity bar up to 60-65% after checking with the Pension attorney to confirm this is an available option.

President Davi asked the Board if they would like to ask the attorney for an opinion on increasing equities to the 60-65% range and then place this item on the agenda in January 2017. After a brief discussion, the Board requested Trustee Dittman get an equity increase opinion. Mr. Stuart also suggested that he can re-review the current IPS and come up with a draft for Trustee Dittman.

The Account earnings summary for the latest quarter is \$428,977.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Dittman, seconded by Trustee Kobler to approve MB Financials' Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. REPORT - 2016 DRAFT AUDITED FINANCIAL STATEMENTS

Trustee Dittman presented the DRAFT Police Pension Fund financial statements from the April 30, 2016 audit, which are expected to be finalized and approved at the October 24, 2016 Village board meeting. The Village, which includes the Police Pension Fund, received an unqualified, or "clean" opinion, as a result of the audit.

The Village's independent auditors had no comments or suggestions for improvement for the Police Pension Fund relating to the April 30, 2016 annual audit.

Trustee Dittman advised that the total assets for the fund were \$19,122,272.00, and \$101,063.00 in liabilities that was due back to the village. The net position is \$19,021,209.00. As of April 30, 2016, the

fund made \$654,190.00 in interest income, however the fund had a net depreciation in fair value of investments of \$866,039.00. The fund's net position actually went down for this fiscal year by \$292,473.00. Last year at this time, the fund was actually up by about \$1.1 million. These totals have all been factored into the actuary report.

GASB Statement 67 went in to effect last year and this year GASB 68 went into effect. These statements require the presentation of 10 fiscal years of data, however the fiscal years completed prior to the adoption of GASB 67 are not required to be presented in this schedule.

GASB Statement 68 requires the Pension Fund's Net Pension liability to be reported in the Village's financial statements in its liabilities. The net pension liability at April 30, 2016 is \$7,514,446.00 vs. April 30, 2015 which was at \$5,827,785.00. This total has increased over the last year in part due to more retirements, and the police pension plan's funded amount decreased from 76.82% in 2015 to 71.68% in 2016.

7. REPORT - ACTUARIAL VALUATION REPORT AS OF APRIL 30, 2016

The Committee reviewed the Pension Board's Actuary Report as prepared by Art Tepfer for fiscal year ending April 30, 2016. All of the recent retirements are included in this report except for Mark Altobella as he retired on May 2, 2016.

Based on Mr. Tepfer's calculations there are two amounts of potential funding. The first option is \$871,363.00 or 41.82% of current payroll, which assumes the fund would be 100% funded by 2040 under the entry age normal actuarial cost method; or the second option is \$604,890 or 29.03% of current payroll, which assumes 90% funded by 2040 under projected unit credit actuarial cost method, which is the state statutory minimum.

In the past, the Police Pension Fund has requested option #1. There were no changes in the actuarial assumptions in this valuation. The investment rate of return that is assumed is 7.25% as a point of reference. The actual investment rate of return this year was -1.37%.

Mr. Tepfer noted in his summary that the Board may want to lower the interest rate assumption another .25% during the next valuation period down to 7.00%. This will increase the contribution amount by the village.

MOTION: Made by Trustee Kobler, seconded by Trustee Pec to accept the Actuary Report as prepared by Arthur Tepfer.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

8. APPROVAL - ANNUAL VILLAGE CONTRIBUTION FOR FISCAL YEAR ENDED APRIL 30, 2018

Trustee Dittman advised that the Pension Board needs to formally request the annual contribution from the Village for fiscal year ending April 30, 2018. Discussion ensued about the amount to request from the Village. Historically the pension board has requested the amount recommended by the actuary to achieve 100% funding by 2040. That amount, as determined by the actuary, is \$871,363.

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis to request \$871,363.00 from the Village based on the entry age normal actuarial cost method for fiscal year May 1, 2017 through April 30, 2018.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Trustee Dittman advised that there is actually a third option to be considered, which would be entry age normal 90% funding by 2040. The Board would then have to go back to Art Tepfer and have him recalculate using this method.

The Motion will stand as presented and carried.

9. REPORT - REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD

Trustee Dittman presented the required annual report to the Village by the Pension Board for fiscal year ending April 30, 2016. The report was prepared by the Police Pension Board's actuary, Art Tepfer. This report is used to support the request for village contributions.

Trustee Dittman noted a clerical error in the report by Art Tepfer. The amount for employer contributions in the report was \$604,890.00, however the Pension Board just voted to request \$871,363.00. She will have Mr. Tepfer make the change. In addition, Trustee Kobler noted that the Vice President of the Pension Board will sign this report this year instead of the Pension Board President, to avoid any possible conflict of interest.

MOTION: Trustee Kobler made a motion, seconded by Trustee Pec to approve the required reporting to municipality by the Pension Board after correcting the signature and correction to the employer contributions.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

10. REPORT - ANNUAL DEPARTMENT OF INSURANCE REPORT FOR FISCAL YEAR ENDING APRIL 30, 2016

Trustee Dittman reviewed the annual filing of the police pension fund for fiscal year April 30, 2016, which contains details on the Fund's investment transactions during the fiscal year and the Fund participants and beneficiaries. The report was submitted to the Department of Insurance on October 14, 2016. The required certification form must be signed by the Board officers, notarized and submitted to the Department of Insurance no later than October 31, 2016.

MOTION: Trustee Pec made a motion, seconded by Trustee Kobler to approve the annual Department of Insurance report for fiscal year ending April 30, 2016.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

* NOTE: At 10:10 a.m., Mr. Mike Stuart of MB Financial Bank was thanked for his time and he left the meeting.

11. VISITOR BUSINESS

None presented.

12. NEW BUSINESS

A. RFQ Discussion of Financial Management Institutions

Certain trustees discussed concerns with MB Financial Bank's changeover of personnel over the past several years. No one from the original management team is still employed by MB Financial. The board wants to make sure that the MB Financial Bank and their personnel still have the best interest of the Police Pension Fund in mind after serving the Fund for the past 10-15 years.

After discussion, the board wants to consider sending out an RFQ to additional financial institutions. None of the trustees could recall when an RFQ was last sent and who might have samples of them. Trustee Dittman agreed to look in past files for prior RFQ's as did Recording Secretary Hahn. The pool of institutions should be limited to approximately five financial management companies. Trustee Dittman asked the other trustees to provide potential candidates to send to base on their interactions with other advisors at the IPPFA conferences. The RFQ Samples would be provided to the Board at the January 2017 meeting for discussion.

B. Proof of Income Request

Trustee Eisenbeis advised that Retiree Mark Altobella requested a proof of income since he is retired. He asked if there was a standardized form that the Village has to give to Mr. Altobella? Trustee Dittman advised that when he formally retired, a memorandum was completed which itemized his retirement pension. This memo was approved by the Pension Board and was sent to Mr. Altobella at his request. Trustee Dittman has heard nothing further from Mr. Altobella. Mr. Altobella will also receive a W-2 and a 1099-R for tax purposes that will show proof of income.

C. Actuary RFQ Request

Trustee Eisenbeis requested the pension board send RFQ's for an actuary for continuity. Art Tepfer has been with the Pension Fund for some time and Trustee Eisenbeis would like to just make sure that the best interest of the Pension Fund is being served. This item will be placed on January 2017 agenda for discussion. Trustee Eisenbeis will compile a list of 3-5 actuaries for the January meeting.

12. OLD BUSINESS

Trustee Pec has been having difficulties via the internet for IPPFA conference credit. Secretary Hahn will attempt to rectify the problem and print out certificates.

13. COMMUNICATIONS

None presented.

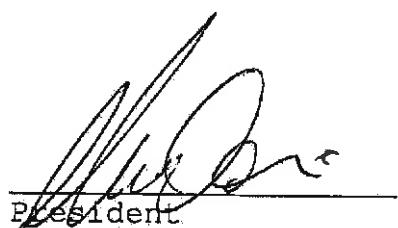
14. ADJOURNMENT

MOTION: Made by Trustee Kobler, seconded by Trustee Eisenbeis to adjourn the Board of Trustees meeting of the Police Pension Fund at the hour of 10:39 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,



President

1-18-17
Date
Minutes transcribed by Debbie Hahn.

A G E N D A

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on November 14th, 2016 at 5:30 p.m. at the Willowbrook Village Hall, 835 Midway Drive, in the Village of Willowbrook, DuPage County, Illinois.

CALL TO ORDER

The meeting was called to order at 5:30 p.m.

ROLL CALL

Those present at roll call were Chief Mark Shelton, Deputy Chief Robert Schaller, Chairman of the Public Safety Committee Terrence Kelly, and Trustee Sue Berglund.

1. Reviewed the October 10th, 2016 Public Safety Committee Meeting Minutes.
The Committee approved the October 10th, 2016 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
Chairman Kelly inquired about the recent thefts that occurred at Charter Fitness.
3. Reviewed the Overtime Report for 09/12/2016-10/09/2016 - Information.
4. Reviewed the Monthly Expenditure Report for October 2016 – Information.
5. Reviewed the Monthly Offense Summary Report for October 2016 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information.
 - Lori Rinella
 - Debbie Hahn

7. DISCUSSION ITEMS

- Community Activities

Chief Shelton commented on the following Community Events.

October 8th, 2016: Tri-State Fire Department Open House with participation and handouts.

October 20th, 2016: Reading at Gower West to K-4 Children on “Super Hero Day”.

October 25th, 2016: Secretaries participated at Holmes Elementary School PTA with handouts and information.

October 28th, 2016: Trick or Treat bags and glow sticks were distributed to Gower West and Holmes Elementary Schools.

October 29th, 2016: Officers stopped by the Lil Sunshine Preschool for a Trick or Trunk Event.

November 7th, 2016: Cub Scout Station Tour along with a question and answer with Police Officers.

- Police Facility Update

Chief Shelton advised the Committee that the construction of the policy facility is on schedule.

- Lockdown Drill Review

Deputy Chief Schaller discussed the Holmes Elementary Lock Down Drill. He advised the drill was completed and went as planned and designed.

- EOP Plan Approval by DuPage OHSEM

The DuPage County Office of Homeland Security and Emergency Management approved the Willowbrook Police Department's Emergency Operation Plan. The plan will not be reviewed again until 2018.

Officer Jose Lopez gave a (5) minute overview to the Committee on a recent training he attending in Michigan. The training involved Less Than Lethal Ground Fighting Techniques. This training will be incorporated into the annual training curriculum within the police department in 2017.

The Committee discussed the future of body worn cameras and law enforcement. The Committee also discussed the DuPage County CAD Project, the possible use of Taser and purchasing incentives. Chief Shelton advised that some departments are considering budgeting for a place holder in the next few years' fiscal budgets. Chief Shelton advised that more research should be conducted to determine technology integration and costs.

8. * VISITOR'S BUSINESS (Public comment is limited to three minutes per person).

None

9. ADJOURNMENT

The meeting was adjourned at 6:00 p.m.

Next meeting scheduled December 12th, 2016, at 5:30 p.m.